



**Idaho Digital Learning Alliance**  
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IdahoDigitalLearning.org

## 2021-2022 Service Provider Agreement

This Agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”), by and between Idaho Digital Learning Alliance (IDLA), an Idaho governmental entity with its principal place of business at PO Box 10017 Boise, ID 83707 and \_\_\_\_\_ with its principal place of business at \_\_\_\_\_ (“School”) and collectively the “Parties.”

### I. OBJECTIVES AND RESPONSIBILITIES

**OBJECTIVE:** The objective of this Service Provider Agreement (“Agreement”) is to allow IDLA to provide the School with access to and support of online courses and technology necessary to deliver said courses. The School will serve as the school of record for purposes of educating students and providing an inclusive education program for each enrollment.

#### **RESPONSIBILITIES:**

##### **IDLA WILL PROVIDE THE FOLLOWING:**

1. Courses taught by highly-qualified, Idaho-certified instructors utilizing best practices in online distance education. Courses will be aligned to state content standards and meet curriculum requirements as outlined by the Idaho State Department of Education.
2. Learning management system, registration system, student information system and technical support for School personnel to access, manage, and support student learning.
3. An online principal to supervise each IDLA instructor to assure accountability and consistency.
4. A grade report to the School, within two weeks of course completion, for each student enrolled.
5. Report to the School any disciplinary matters of which IDLA becomes aware, including violations of the acceptable use policy and plagiarism.
6. Online textbooks in the majority of content areas and provide access to Libraries Linking Idaho (LiLI-D).

##### **SCHOOL WILL PROVIDE THE FOLLOWING:**

1. The School and its established policies will determine the requirement and transcription of final grades issued by IDLA.
2. Registration information for each enrolled student, including but not limited to the student’s

Idaho EDUID, contact information, and demographics.

3. The School will identify an employee of the School, to counsel and enroll students and act as the School's Site Coordinator.
  - a. The responsibility of the Site Coordinator is to advise each student on appropriate courses for registration, ensure that the student is completing work on a timely basis, including checking grades online regularly and proctoring exams.
  - b. The Site Coordinator is responsible for facilitating communications with the student's parents/guardians, regarding course progress, and the IDLA online instructor. The Site Coordinator is not expected to be a subject area expert; rather, the role of the Site Coordinator is to regularly motivate and monitor student progress. It is highly recommended that the Site Coordinator also be accessible during the summer session, when students are enrolled. Student success with online education is greatly enhanced when the school provides time within the school day to complete the class, along with a designated location and support staff that has the ability to provide a professional coaching relationship with the student.
  - c. The Site Coordinator is a school contact point for the IDLA instructor and IDLA staff. Frequent email or phone communication between the IDLA instructor and Site Coordinator is required. The Site Coordinator is expected to make regular contact with the student and assess the student's progress.
  - d. The Site Coordinator will ensure the student's access to exams are met with confidentiality and fidelity. The Site Coordinator will support local school policy on cheating and plagiarism through supervision of students during lab hours and proctoring.
  - e. The Site Coordinator is required to successfully complete the free Site Coordinator Course provided by IDLA. It is highly recommended that a trained site coordinator be located at each building site where there are IDLA enrolled students. In the event a school district fails to provide adequate local support, in the opinion of IDLA, the IDLA Board of Directors reserves the right to deny future enrollments.

#### 4. SPECIAL EDUCATION/504/LIMITED ENGLISH PROFICIENT

IDLA will rely upon the School to provide the necessary accommodations for any enrolled students that have been identified by School administration as needing services related to learning disabilities. By law, any services identified on a student's IEP, Section 504 plan or ELP plan (either under the Individuals with Disabilities Education Act 2004 or under Section 504 of the Rehabilitation Act and/or Education Learning Plan for Limited English Proficient (LEP) Students authorized under Idaho Law: IDAPA 08.02.03 – 111.04.c) must be met by the student's home campus.

Within one week of the beginning of class, the Site Coordinator/District Representative is responsible to upload the student's entire IEP/504/ELP to a FERPA compliant online form found on the Site Coordinator resources page:

<https://www.idahodigitalllearning.org/site-coordinators/resources/>.

Copies should not be sent directly to an IDLA teacher, Regional Coordinator, or other IDLA staff. Upon receipt of the individual plan, the IDLA instructor will provide accommodations, according to the student's plan, in the online classroom environment. Any additional requirements of the IEP/504/LEP plan are the responsibility of the LEA.

## 5. STUDENT WORK AND ETHICAL CONDUCT

Acceptable use and behavior in a distance-learning environment is determined by the School's policies and must be inclusive to the student and the student's guardian(s). The student must also agree to abide by IDLA's Acceptable Use Policy specifically governing behavior in an online school. This policy is available for review on IDLA's website. In a case of violation of the acceptable use policy, plagiarism, or other disciplinary issues, IDLA will notify the School. The School is responsible for the appropriate disciplinary action. IDLA must be notified by the School of any disciplinary action resulting from a student's participation in an IDLA course. IDLA reserves the right to deny disruptive students from future IDLA courses and/ or to remove them from an existing course. Appeals to the denial or removal from a course may be made in writing to the IDLA Board of Directors discussing the circumstances for removal. The IDLA Board of Directors will review the appeal and hold a telephone conference to allow the student an opportunity to speak to the issue. The IDLA Board of Directors will issue a final decision within ten (10) days of the telephone conference.

## 6. TEXTBOOKS, LIBRARY ACCESS, AND COURSE CONTENT RIGHTS

Idaho Digital Learning provides online textbooks in the majority of content areas and provides access to Libraries Linking Idaho (LiLI-D). In cases where an online textbook is unavailable, the student is responsible for obtaining the appropriate textbook. Please refer to the Idaho Digital Learning Course Catalog posted at [www.IdahoDigitalLearning.org](http://www.IdahoDigitalLearning.org) for a list of required textbooks.

## 7. SCHOOL FEES

The School agrees to the 2021-2022 IDLA Fee Policy as posted on IDLA's website. School fees are set by the IDLA Board of Directors and may be revised at any time at the discretion of the Board of Directors. IDLA will communicate to the School any changes to the Fee Policy. The Fee Policy as posted on IDLA's website is the definitive source for IDLA's district fees.

All IDLA course fees are paid by the School directly to IDLA. IDLA policy does not dictate the collection of fees from students/parents. School policy will determine if fees will be paid by the student/parent to the School. IDLA does not invoice or collect fees from students or parents.

Invoicing: Schools will make payment in full upon receipt of IDLA's invoice. Failure to pay within 30 days of invoice date may result in discontinued enrollments in IDLA. Interest may also be assessed to unpaid invoices exceeding 30 days of invoice date.

## 8. TECHNOLOGY & TIME

The School agrees to place students in IDLA courses who have access to a computer and Internet connection either through school access or via a home Internet connection. The School is also aware that students need sufficient time to complete assignments. For example, a 16-week course requires approximately 5 to 7 hours of student work per week. Flex courses are open entry and mastery based and a student may progress through each course at an accelerated pace, but must finish by the deadline set forth by IDLA.

### III. OWNERSHIP OF MATERIALS

Any educational materials provided or developed in relation to this Agreement shall remain the property of the IDLA and may not be duplicated or used for purposes not approved by the IDLA Board of Directors.

#### **IV. SUFFICIENT FUNDING**

The Parties understand and agree that because the IDLA is a governmental entity, this Agreement shall in no way bind or obligate IDLA or the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature. IDLA reserves the right to terminate the Agreement, in whole or in part, if the legislature of the State of Idaho does not appropriate sufficient funds as may be required for the IDLA, or if the legislature requires the IDLA to return funds to the legislature. IDLA may also terminate this Agreement if the executive branch of the State of Idaho mandates any cuts in or holdbacks of funding. Should IDLA decide to terminate this Agreement under this provision, such termination shall become effective upon the 30th day following written notice to School.

#### **V. NO AUTHORITY TO BIND OTHER PARTY**

One party under this Agreement shall have no authority to enter into contracts or agreements on behalf of the other party. All contracts or agreements shall be entered on behalf of the executing party or executed jointly by both parties. The procedures set forth in this Agreement are intended for the sole use and benefit of IDLA and School. No third party or other State entity may rely on these procedures. Any failure of IDLA or the School to follow any or all of these procedures, or any future amendment or modification of these procedures, shall not establish any liability of IDLA or School to any third party or other entity of the State of Idaho.

#### **VII. TERM OF AGREEMENT**

The term of this Agreement shall be in force for all courses offered during academic year 2021-2022.

#### **VIII. INFORMAL DISPUTE RESOLUTION**

Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or preliminary injunction to preserve the status quo or to prevent irreparable harm, the parties agree to attempt, in good faith, to resolve through informal dispute resolution methods any dispute arising under this Agreement.

#### **IX. EFFECTIVE DATE, TERMINATION AND EXPIRATION**

This Agreement is effective upon signature of the parties. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days' written notice to the other party specifying the date of termination. Upon termination, the parties shall: (i) promptly discontinue all work, unless the termination notice directs otherwise; (ii) promptly return to the other party any property provided by the other party pursuant to this Agreement; and, (iii) make available to the other party all data, reports, estimates, summaries and such other information and materials as may have been accumulated in performing this Agreement, whether completed or in process. Notwithstanding termination, the parties shall remain obligated as otherwise set forth in this Agreement to the extent of costs or obligations to third parties incurred pursuant to the Agreement prior to the termination.

#### **X. DISCRIMINATION**

The Parties hereby agree that no person shall, on the basis of race, color, creed, national origin or gender, be excluded from or denied participation in or otherwise subjected to discrimination in relation to any activity associated with this Agreement.

#### **XI. ASSIGNMENT**

The Parties respective obligations and duties as set forth herein are to be performed by the Parties and may not be assigned or subcontracted by either party without the written consent of the other party.

#### **XII. AMENDMENTS**

This Agreement may be extended or modified upon written agreement of the Parties. However, no amendment or modification of this Agreement shall be effective unless in writing.

#### **XIII. AUTHORIZATION**

The signatory must be the executive officer of the School and agree to strive to reach, to the best of his/her ability, the terms and provisions as stated in this Agreement. By signing this Agreement, the executive officer indicates the desire to participate in the Idaho Digital Learning Academy.

A handwritten signature in black ink, appearing to read "BDS", written in a cursive style.

Brian D. Smith, CPA  
IDLA Director of Operations

**SIGNATURES:**

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School Name

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Executive Officer's Signature

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Executive Officer's Printed Name

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Date

After Hours Emergency School Contact Information: In the event that an online student confides information that is directly related to student safety, Idaho Digital Learning will need to contact an authorized school official.

**SECONDARY - Contact information**

Name:

After hours phone #:

Email address:

**ELEMENTARY - Contact information**

Name:

After hours phone #:

Email address: