



Oregon Outreach Inc. Agreement of Service

Parties:

Molalla River School District
P.O. Box 188
412 S Sweigle Rd.
Molalla, OR 97038

Oregon Outreach Inc.
P.O. Box 265
Clackamas, OR 97015

The purpose of this Independent Contractor Agreement (Agreement) is to describe the partnership between Molalla River School District (School District), and Oregon Outreach Inc. (OOI), a private, nonprofit educational institution that will provide academic services in the form of credit recovery. OOI does not provide therapeutic, behavioral or special education services.

OOI is an independent alternative school and shall not for any purpose be deemed or represented as an agency or employee of the district.

Term of Agreement

Entered into between Molalla River School District (School District), and Oregon Outreach, Inc. (OOI), an independent contractor and private, nonprofit educational institution, in consideration of the mutual promises made herein.

This Agreement will become effective on the 1st day of July, 2025, continuing in effect until June 30th, 2026.

Terms of Services

In performance of these services, OOI shall not discriminate against any person, student or teacher on the basis of race, religion, gender, national origin, handicap or sexual orientation.

1. OOI shall contract with the School District to provide twenty-two (22) student placements for the academic school year.
 - A. OOI shall provide:
 - i. An educational program meeting graduation requirements set forth by Oregon State Board of Education.
 - ii. One (1) highly-qualified Masters level teacher, certified by the Teachers Standards & Practices Commission of Oregon to supervise students.
 - iii. Teacher(s) will be available on site three (3) days prior to the first day of school.
 - iv. Maintain confidential student records for each enrolled student and forward records to the District annually, upon the student's leaving the program, and/ or upon request of the School District or designee.
 - v. Communicate regularly with the School district on student attendance, behavior, and credit reporting.

- vi. Provide, at the request of the School District, a listing of all staff members and the results of criminal records check, similar check for additional and/or replacement staff employed during the school year.
 - vii. Maintain all records necessary to ensure compliance with this Agreement for a period of two years.
 - viii. Compliance with all applicable state laws and with School District policy.
 - ix. Coordinate its operations with the School District to ensure inadvertent competition for any grants or funding does not exist.
 - x. Provide school finance accounting information three times a year, 10/1, 12/31 and then days after the end of the school year.
 - xi. Complete and submit annual reporting based on district policy IGBH-AR(1).
- B. District shall provide:
- i. Student registration information and requirements for
 - 1. Enrollment, i.e. transcript, IEP/504, behavior reports, etc.
 - 2. Appropriate training in completing these forms and/or procedures prescribed by the District for enrollment and termination of a student.
 - ii. Safe and appropriate classroom space for OOI program.
 - iii. Custodial services weekly.
 - iv. Content and time frame for reporting of student progress.
 - v. Management for all mandatory state and/or federal, including ODE, reporting for students enrolled in OOI.
 - vi. Services to students eligible for entitlements, federal or state mandated support, i.e., special education services, Title I, McKinney Vento, etc.
 - vii. Student bus transportation as needed.
 - viii. Equitable access to consistent and reliable technology, i.e., internet, computers, and technology support.
 - ix. Complete program evaluation due to OOI by March 15th, based on ODE School District Self Assessment.
 - x. District School Board approval of a seat- time waiver in conjunction with the approval of OOI contract.
2. Summer school may be provided under a separate contract.

Compensation

For performance of these services, the District shall pay OOI:

- A total amount of one hundred ninety-eight thousand, nine hundred twenty-one dollars and twenty-two cents (\$198,921.22), calculated as:
 - a. Nine thousand forty-one dollars and eighty-seven cents (\$9,041.87) per student per year, multiplied by
 - b. Twenty-two (22) program placements.
- The total amount shall be payable in twelve (12) equal installments of sixteen thousand five hundred seventy-six dollars and seventy-seven cents (\$16,576.77), calculated as:
 - a. The total amount of \$198,921.22 divided by 12;
 - b. Each installment shall be due by the 15th of each month for the duration of this agreement.

Force Majeure

In the unlikely event that the School District needs to close a campus for an unanticipated reason, such as a natural disaster, pandemic, building disaster, etc., OOI may decide to make good faith efforts to continue to provide an education to students and request the School District's cooperation and agreement to carry out those efforts.

Insurance

OOI will maintain and keep in force Worker's Compensation, Liability and Property Damage Insurance to protect it from claims under worker's compensation, claims for personal injury, including death and claims for damages to any property of the District, or of the public, which may arise from operations under this Agreement, whether such operations be by OOI or by any subcontractor or anyone directly or indirectly employed by them. OOI will name the District as an additional insured in Liability Insurance.

Indemnification

1. **OOI Indemnifies District** – To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, OOI agrees to indemnify and hold the District, its Board, agents and employees harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from:
 - A. The possession, occupancy or use of property of OOI (including after school use of buildings by outside groups), its faculty, students, patrons, employees, guests or agents;
 - B. Civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage of any other losses of any kind whatsoever which arise out of or are in any manner connected with OOI's operations.
 - C. OOI agrees to indemnify, hold harmless and defend the District from all contract claims in which the OOI has obligated the District without the District's prior written approval.
 - D. The foregoing provision shall not be deemed a relinquishment of waiver of any kind of applicable limitations of liability provided to the Oregon Tort Claims Act.
2. **District Indemnifies OOI** – To the extent not covered by insurance or otherwise barred by the Oregon Tort Claims Act in ORS Chapter 30, the District agrees to indemnify and hold the OOI, its Board, agents and employees harmless from all liability claims arising from
 - A. Civil rights violations, bodily injury, personal injury, sickness, disease, death, property loss or damage of any other losses of any kind whatsoever which arise out of or are in any manner connected with District's operations.
 - B. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act of any District employee working at OOI.
 - C. This indemnification shall not apply to any damages incurred regarding any act or omission of the District or District Board that is later determined to be required by law or this contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided in the Oregon Tort Claims Act.

3. **Survival of Indemnification** – This indemnification, defense and hold harmless obligation on behalf of OOI and the District shall survive the termination of this Agreement. Any indemnification party shall have the right, at its own expense, to participate in the defense of any suit, without relieving the indemnifying party of any of its obligations hereunder.

Termination, Expiration of Agreement and Renewal

1. Either party to the Agreement may terminate the Agreement for any reason, and with two (2) months' notice to the other party, except that if:
 - a. OOI terminates the Agreement without cause; OOI shall repay any unearned funds to the District.
 - b. The School District terminates the Agreement without cause, any unearned money paid to the School District shall be returned to OOI.
2. The School district is under no obligation to renew the Agreement for the following academic year.
3. It is in good faith that the School District will notify OOI by the end of April of intentions to renew or nonrenewal of this Agreement.
 - a. Renewal of the Agreement allows for negotiation of future Agreements.

Approval of Agreement

IN WITNESS WHEREOF, the District has executed this Agreement by authority of its Board of Directors, or other relevant entity, and OOI has executed this Agreement by authority of special resolution of its Board of Directors.

MOLALLA RIVER SCHOOL DISTRICT

Signature: _____

Printed Name: _____

Title: _____ Date: _____

OREGON OUTREACH, INC.

Signature: Katie Carpenter

Printed Name: Katie Carpenter

Title: Executive Director Date: 3/12/2025