

INTERLOCAL AGREEMENT
FOR PROVIDING OF ALTERNATIVE EDUCATION PROGRAM

THE STATE OF TEXAS §

COUNTY OF ECTOR §

This Agreement is made and entered into by and between the ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT ("ECISD") and CRANE INDEPENDENT SCHOOL DISTRICT ("CRANE ISD").

WITNESSETH:

WHEREAS, Section 37.008 of the Texas Education Code provides that a school district may provide an alternative education program jointly with another district; and,

WHEREAS, CRANE ISD is in need of such a program and ECISD is willing to provide same on the terms and conditions hereinafter provided; and,

WHEREAS, the described purpose is a public purpose and the parties are authorized to enter into interlocal agreements to perform governmental functions under the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code; and,

WHEREAS, the consideration to be paid or provided in the public purposes described are considered by the parties to be reasonable and fair consideration; and,

WHEREAS, the payments provided for herein will be paid from current revenues available to CRANE ISD;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the mutual covenants, agreements and benefits of all parties, it is agreed as follows:

1. ECISD will provide to CRANE ISD up to a maximum of 175 student days for the 2009-2010 school year at Alternative Education Facilities located in Ector County, Texas.

2. For the services provided in this contract, CRANE ISD shall pay ECISD no less than the amount required by Texas Education Code, Section 37.008(g) with the parties' best estimate of the cost of those services being set out hereafter.

3. CRANE ISD shall pay to ECISD \$43.00 per day for each day or portion of a day that a regular education program student is housed at ECISD Alternative Education Facility.

4. CRANE ISD shall pay to ECISD actual costs for any student needing special education services while housed in the ECISD Alternative Education Facility. The charges will be negotiated and based upon the handicapping condition of the student. CRANE ISD shall provide appropriate evidence of an Admission, Review and Dismissal hearings, together with any other requirements of law pertaining to any such special education student placed at the ECISD Alternative Education Facility. Notwithstanding the provisions of this paragraph 4, ECISD will not provide alternative education services to CRANE ISD students who are classified as "emotionally disturbed".

5. CRANE ISD shall provide transportation for any and all students assigned to the ECISD Alternative Education Facility.

6. CRANE ISD shall provide appropriate and timely lesson plans and necessary materials for the completion of tasks for students assigned to the ECISD Alternative Education Facility.

7. All students assigned by CRANE ISD to the ECISD Alternative Education Facility shall be subject to all laws, rules and regulations of ECISD and CRANE ISD shall be responsible for administering disciplinary action to any student who violates said rules. Additionally, CRANE ISD shall have the parent or guardian of any student assigned to ECISD Alternative Education Facility sign the acknowledgment in the form as attached hereto as Exhibit A.

Crane ISD will send a monthly report to ECISD Accounting office with daily usage by student for billing purposes.

8. ECISD reserves the right to refuse to accept or to remove any student from the Alternative Education Facility at any time, for any reason, or no reason at all. Should any disciplinary action be taken against said student, any procedural or due process rights shall be the responsibility of CRANE ISD.

9. CRANE ISD shall indemnify and hold harmless ECISD from any claim of any person arising out of the services being provided by ECISD to CRANE ISD under this Agreement.

WITNESS our signatures on the dates set forth below by each respective party.

DATE: _____

DATE: _____

**ECTOR COUNTY INDEPENDENT
SCHOOL DISTRICT**

**CRANE INDEPENDENT SCHOOL
DISTRICT**

BY: Donna Smith
President, Board of Trustees

BY: Van Dodd
President, Board of Trustees

BY: Yollie Wilkins
Secretary, Board of Trustees

BY: Evelyn Stroder
Secretary, Board of Trustees

BY: Hector Mendez
Superintendent of Schools

BY: Larry T. Lee
Superintendent of Schools

EXHIBIT A

NAME OF STUDENT: _____

ADDRESS OF STUDENT: _____

NAME OF PARENT OR GUARDIAN: _____

ADDRESS OF PARENT OR GUARDIAN: _____

The undersigned student and his/her parent or guardian does acknowledge by their signatures below that they are being transferred to the Alternative Education Facility of the Ector County Independent School District located in Ector County, Texas.

The undersigned understand that the above named student continues to be a student of the CRANE INDEPENDENT SCHOOL DISTRICT regardless of his/her assignment to the Alternative Education Facility. The undersigned also acknowledge the following:

1. That they have been given a copy of the Rules and Regulations of the Alternative Education Facility.
2. That they will be expected to abide by all of said rules and regulations as well as any instructions of instructors or other personnel of the Alternative Education Facility.
3. That the Alternative Education Facility reserves the right to refuse to admit or to remove any student from the Alternative Education Facility for any reason, or for no reason at all.
4. That the undersigned student may be disciplined (to include expulsion from the CRANE INDEPENDENT SCHOOL DISTRICT) for violation of any Rules or Regulations of the Alternative Education Facility.

STUDENT:

PARENT/GUARDIAN: