

## **ALTERNATIVE EDUCATION SERVICES CONTRACT**

This contract is entered into between Morrow County School District No. 1, hereinafter referred to as "MCSD," and **Umatilla School District**, hereinafter referred to as "Resident District," this 31st day of August, 2006.

WHEREAS, ORS 336.615 to 336.665 allows school districts in Oregon to implement alternative education programs and to enter into contracts for their resident students to enroll in alternative education programs operated by others, and

WHEREAS, MCSD does operate an alternative education program at which Resident District desires to enroll some of its students,

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. Operation of Alternative School.

MCSD, at its expense, shall operate an alternative education program pursuant to the terms hereof and shall allow Resident District and other school districts, to enroll their resident students therein. MCSD shall be responsible to comply with all applicable requirements of ORS 336.615 to 336.665 as supplemented by OAR 581-022-1350, and shall be responsible to comply with all other applicable laws, in the operation of the alternative school program.

2. Student Selection.

- (a) Resident District shall be solely responsible for determining the criteria for and selection of students appropriate for the alternative education program.
- (b) If any student who qualifies for special education is enrolled at the alternative education program of MCSD, Resident District shall be solely responsible for the development of the student's IEP and for the monitoring and maintenance of the IEP. Prior to referring a special education student to MCSD, Resident District will share the requirements of the student's IEP with MCSD for consultation as to whether MCSD will be able to accommodate the student's needs.

3. Consideration.

Resident District shall pay MCSD for students enrolled in the alternative education program as follows:

- (a) Resident District shall pay **\$5605 per ADM plus \$2802.50 per weighted ELL ADM**
- (b) Resident District shall also pay for transportation as follows: **30% of \$89.70 x 150 student days plus 30% of fuel cost (70 miles x 150 days)**
- (c) It is recognized that MCSD has heretofore been providing alternative education programs to Resident District, MCSD having assumed the operation of the program that Union-Baker ESD previously operated. Payment to MCSD shall be due for the period of time during which MCSD has been providing services prior to the execution of this contract, as well as for the balance of the term.
- (d) MCSD will complete Alternate Average Daily Membership Form 581-3011A-C and submit to Resident District for purposes of receiving state school funds.

4. Evaluation.

Resident District shall be responsible to comply with ORS 336.655 relating to the evaluation of the alternative education program.

5. Pregnant/Parenting Teens and ESL Students.

MCSD will document data and complete the state reports on all pregnant/parenting teens and ESL students as may be required by law. Morrow County School District will provide ELL services according to district ELL plan.

6. Contract Term.

The term of this contract shall be for the 2005-06 academic school year.

7. Special Education Students.

- (a) With regard to special education students, Resident District shall be solely responsible for all costs associated with the special needs of any such student enrolled in the alternative education program, all costs for any special supplies or services, and all costs for any personnel specifically needed to implement the IEP. Without intending to limit the foregoing, Resident District shall be responsible for all costs for audiologists, visual aids, medical care, braille instruction, social skills/concept development, assistants assigned to individual students, services and

personnel needed for physical therapy, occupational therapy and use of assistive or adaptive devices, etc.

- (b) MCSD reserves the right to refuse the enrollment of any student (whether a special education student or not) which MCSD in its sole discretion believes it cannot provide for because of staffing, the lacking of proper facilities, or otherwise. Likewise, MCSD also reserves the right to terminate the enrollment of a student already enrolled.

8. Miscellaneous.

- (a) Independent Contractor. MCSD shall perform all services under this contract as an independent contractor. MCSD is not an agent of Resident District nor is it a partner or joint venturer. MCSD shall be solely responsible for all federal or state taxes applicable to compensation or payments paid to its employees.
- (b) No Third Party Beneficiaries. MCSD and Resident District are the only parties to this contract, and are the only parties entitled to enforce the terms of this contract. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right that may be enforced as a contract right to any third party unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
- (c) Representations and Warranties. Other than the standards of performance set forth herein, MCSD offers no warranties with regard to the services rendered hereunder.
- (d) Records Maintenance; Information.
  - (i) MCSD shall maintain all records relating to this contract and the services provided hereunder. Resident District shall have access to all financial records and other documents, papers, and records pertaining to this contract, except to the extent that such documents are privileged by any law.
  - (ii) Resident District shall supply to MCSD any and all information necessary for MCSD to perform the duties required by this contract and for compliance with laws relating to the education of Resident District's students.
- (e) Severability. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

- (f) Governing Law; Venue. This contract shall be governed by and construed in accordance with the laws of the State of Oregon. Any claim, dispute, or litigation arising out of this contract, or pertaining to the services rendered hereunder, or for lack of payment thereof, shall be brought and conducted solely and exclusively within the Circuit Court of the State of Oregon for Morrow County, each party irrevocably agreeing to jurisdiction and venue in said court.
  
- (g) Force Majeure. Neither MCSD nor Resident District shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or acts of political sabotage, where such cause was beyond the reasonable control of MCSD or Resident District respectively.

MORROW COUNTY SCHOOL DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_

RESIDENT DISTRICT

By \_\_\_\_\_

Date \_\_\_\_\_