

**Three Rivers School District
2011-2012
Rogue Community College District
Drop-Out Recovery Project
Terms of Agreement**

This is an agreement, entered into the first day of July 2011, between THREE RIVERS SCHOOL DISTRICT, hereinafter referred to as District, and ROGUE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the College. The purpose of the Agreement is to formalize understanding and processes through which the District and the College will provide drop-out recovery services to students who are in need of such services.

AGREED

WHEREAS the District desires to contract for educational services to meet the learning needs of students approved by the District to participate in the project; and

WHEREAS the College has submitted information to provide these services,

THEREFORE, LET IT BE RESOLVED that the District Agrees to contract with the College to serve students in the College GED (General Educational Development) program. The College reserves the right to make the final decision on student acceptance into the program.

FURTHERMORE, the District will pay to the College, upon an annual billing at the end of fiscal year, on or before July 31, 2012, the 2011-12 program cost of \$3,274 (three thousand two hundred seventy four dollars) per full-time equivalency (FTE) for the attendance of 16 through 19 year-old drop-out recovery students served by the College between September 6, 2011 and June 15, 2012.

Students cannot be older than 18 at the time of enrollment in the college program. If the student has their 19th birthday while attending the program, the District will maintain "tuition" responsibility until the end of the school year. After that time the "tuition" becomes the students' responsibility if they are still completing the program.

A student cannot enroll in the College program without a referral from the DISTRICT.

THE COLLEGE AGREES to provide to the District attendance records by hours and class size within 10 days after the end of each month.

THE COLLEGE AGREES to obtain fingerprint and background checks on all instructors working with drop-out recovery students, maintain those records in the RCC human Relations Office, submit the appropriate paperwork to the Department of Education who by law reviews the checks, maintain confidentiality, and share the background check results as appropriate with school district managers.

THE COLLEGE AND THE DISTRICT AGREE that:

Either may initiate negotiated changes to this Agreement at any time. All such changes mutually agreed upon will be in writing, signed by both parties, and attached to this Agreement as amendments.

Acknowledge that no relationship is established by this Agreement beyond the scope of those rights and obligations specified herein. The District Exercises no control over the program of the College; is not responsible for the acts of the College; and assumes no specific responsibilities to the College except those specified under the terms of this Agreement. Failure of the District to adequately monitor the College's performance or to strictly enforce the terms of the Agreement shall not relieve the College's obligations and liability to the District and third persons; and either party, upon written notice, may terminate this Agreement in whole or in part for cause, which shall include; failure to fulfill obligations under this Agreement; submission of reports that are incorrect or incomplete; and, improper or illegal use of funds provided under this Agreement.

THREE RIVERS SCHOOL DISTRICT

ROGUE COMMUNITY COLLEGE
DISTRICT

By: _____
Dan Huber-Kantola
Superintendent

By: _____
Laurie Rydell
Director of Adult Basic Education

By: _____
Lynda Warren
Chief Financial Officer