

Creswell School District 40

Code: **IBDJA-AR(2)**
Adopted: 9/13/00

Alternative Education Program

THIS AGREEMENT is made and entered into the ____ day of ____ between the Creswell School District hereinafter referred to as the District and ____, hereinafter referred to as the Provider.

WHEREAS the District desires to contract for educational services to meet the learning needs of resident students in general education and special education programs identified by District procedures and with prior approval Provider shall comply with state requirements to provide alternative education services to District students.

WHEREAS Provider will provide these educational services under the terms and conditions set out herein.

It is the purpose of this agreement to identify the direct and/or related services to be provided through this agreement.

1. The Provider would not be considered a comprehensive school program, but one that is designed to support students who are being home schooled or have been referred by the school district because they are at risk of dropping out of school, have severe attendance problems or have severe disciplinary problems and the District has determined that your program would offer an appropriate alternative to public school.
2. The contact would be for one year only and reviewed annually to determine if Provider (a) continues as a program that supports students who are being home schooled or have been referred by the school district; and (b) provided an appropriate program to students.
3. For the ____ school year, the District will contract with the Provider for students who meet the criteria established in Section 1. Provider reserves the right to make all final decisions concerning acceptance of students in the program.
4. At the time of referral, the District shall be responsible for informing Provider in writing of a student's at-risk status (discipline, suspension or expulsion for misconduct) as defined in ORS 339.240, 339.250 and 339.260/OAR 581-021-0055, 581-021-0065 and 581-021-0070.
5. The student's program will be individualized and reasonably designed for student success and growth due to his/her learning needs and circumstances.
6. Provider ensures that they will meet the following conditions and criteria:
 - a. Provider shall be registered with the Oregon Department of Education as an approved alternative education program;

- b. Provider shall have or provide for licensed special education teacher/specialist when IEP goals and services are needed. The Provider must also be registered as an approved special education program with the Oregon Department of Education;
 - c. If the student being placed has an individual educational plan (IEP), Provider also guarantees that they can meet the unique learning need and circumstances as specified in the IEP for the student with disabilities.
7. The Provider shall comply with the Oregon Educational Reform Act by implementing all statewide testing and required work samples for eligible students to include requirements of ORS 336.631 and 336.637. There is a shared responsibility between the Provider and the District for identifying students eligible for testing and retesting. The District and the Provider will identify contact persons to coordinate testing procedures.
8. As compensation, the District will pay Provider according to the following criterion:
- a. An amount equivalent to 80% of the District's estimated current year average per pupil net operating expenditure. (Estimated for ___ to be $(\$ (a) 80\% \text{ of } (\$ (a) = \$ (b).)$ The program will be part time and will not provide services to students for more than 75% of the instructional day. The estimated $(\$ (b))$ will be prorated at 75% ($75\% \text{ of } (b) = \$ (c).$) Providers must comply with required instructional time as defined in OAR 581-022-1620 (required instructional time);
 - b. If the student's IEP needs exceed the usual level of services, an amount up to 120% of the amount in 8(a) may be paid on a case-by-case basis if the services as mutually agreed upon by the District and the Provider are being rendered by the Provider. (Estimated for _____ to be $(\$ (a), 120\% \text{ of } \$ (a) = \$ (d).$ Prorated at $75\% \text{ of } \$ (d) = \$ (e).$);
 - c. For pregnant and parenting teens enrolled in an approved program the rate of compensation shall be at the same rate as specified in 8(b) if program qualifies for additional ADM and services are mutually agreed upon by the District and the Provider;
 - d. The District shall pay the Provider the daily rate on a bi-annual basis. The final payment shall reflect an adjustment based on the reporting to the Oregon Department of Education;
 - e. The District requires monthly attendance reports from the Provider that adhere to state requirements based upon regulations for full-time or part-time Provider. The District further requires that the Provider complete all necessary student personnel reports (Forms for Alternative Education reporting are 3200 and 3201A), as required by the Oregon Department of Education and submit said reports to the District to adhere to the state calendar;
 - f. The District requires separate invoices for each of the two rate categories (a,b) in section 8;
 - g. The District has no obligation for transportation.
9. For the _____ school year, any home-schooled students who attend must be registered with the Lane ESD and show that they have been home schooled or not enrolled in a public school program for at least 6 months.
10. This agreement shall be effective from the _____ to the _____. The terms of this agreement may be extended or amended as mutually agreed upon between the parties in writing. The District shall generate the renewal of the contracts annually.
11. The District and the Provider acknowledge that no relationship is established by this contract beyond the scope of those rights and obligations specified herein. The District exercises no control over the

Provider program; nor is responsible for its acts, and assumes no specific responsibility to the Provider except for those specified under the terms of this agreement. Exceptions to this are as follows:

- a. The District shall monitor for compliance for IDEA regulations;
 - b. The District shall evaluate alternative education services of the Provider as required by ODE;
 - c. The Provider shall submit any other evaluation or report as required by state or federal law.
12. A certificate of insurance and worker's compensation needs to be provided to the respective District. The District and Provider shall indemnify and hold harmless the other from all suits or actions of every nature and description brought forth on account of any damage, injury (including death), or loss which may have been caused or may have resulted from the other's performance of this agreement.
 13. If suit or action is brought for the purpose of enforcing the terms of this agreement, the prevailing party in such suit or action shall be entitled to attorney's fees and costs in said suit or action at trial or upon appeal.
 14. **HOLD HARMLESS AND INDEMNIFICATION:** to the fullest extent of the law, Provider will defend, indemnify, hold harmless and reimburse District (including its officers, board members, agents and employees from all claims, demands, suits, actions, penalties, damage expenses for liability of any kind) including attorney's fees. To the extent that death or bodily injury to persons or damage to property arises out of the Provider, the Provider indemnity obligation exists only to the extent it contributed to or caused such damage, whether or not such are contributed to or caused in any part by District.
 15. **INSURANCE:** Provider shall maintain in force for the duration of this agreement a Commercial General Liability Automobile Liability (owned, non-owned and hired) Insurance policy(s) written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate naming the District, its employees, officials, and agents as an additional insured as respects to work or services performed under this agreements. This insurance will be primary to any insurance the District may carry on its own. If the District requires professional liability coverage, the terms conditions, and limits must be approved the District's risk manager. Evidence of the above coverage issued by a company satisfactory to the District shall be provided to the District by way of a certificate of insurance before any work or services commence. A 30 day written notice of cancellation or material change in coverage clause shall be included. Failure to maintain the proper insurance shall be grounds for immediate termination of this contract.

Workers' Compensation: Provider shall provide and maintain workers' compensation coverage or its employees, officers, agents, or partners as required by applicable workers' compensation laws. Provider shall provide a certificate of insurance to the District as evidence of coverage containing a 30 days notice of cancellation clause. No workers' compensation insurance shall be obtained by the District concerning the contractor or any employees of the contractor.

Equipment and Material: Provider shall be responsible for any loss, damage, or destruction of its own property, equipment and materials used in connection with the work.

Subcontractors: Provider shall require all subcontractors to provide and maintain general liability, auto liability, professional liability (as applicable) and workers' compensation insurance with coverages equivalent to those required of District in this contract. Providers shall require certificates of insurance from all subcontractors as evidence of coverage.

Exception or Waivers: Any exception or waiver of these requirements shall be subject to review and approval from the District's risk manager.

District Representative

Date

Provider Representative

Date