

INTERGOVERNMENTAL AGREEMENT  
FOREST GROVE SCHOOL DISTRICT 15  
OAK GROVE ACADEMY NON-RESIDENT STUDENTS

This intergovernmental agreement, effective **July 1, 2023** is by and between Forest Grove School District 15 (DISTRICT 15) and the Newberg School District (hereinafter SENDING DISTRICT).

I. Recitals

- A. District 15 shall provide education services at Oak Grove Academy (Oak Grove) to non-resident special education students from SENDING DISTRICT in accordance with this agreement. It will be the purpose of the program to provide an equal education opportunity for all Special Education students enrolled at Oak Grove.
- B. It is the intent of the parties that this program for Special Education students will be continued on an ongoing basis. Though the terms of this agreement shall be one year, it is the intent of the parties that the agreement is to be renegotiated at the end of the program year. The program year will begin on **July 1, 2023 and end on June 30, 2024**.
- C. Funding for non-resident students attending Oak Grove shall be provided by tuition payments from SENDING DISTRICTS in the following manner.
  1. SENDING DISTRICT will notify District 15 by May 15 as to the anticipated number of students that will be enrolled in Oak Grove from SENDING DISTRICT for the subsequent school year.
  2. For each student enrolled, SENDING DISTRICT shall pay to District 15 the amount of **\$61,332** for services for a full school year (minimum of 170 days).
  3. SENDING DISTRICT shall be responsible for the total amount of reimbursement to District 15 regardless of whether a student initially identified as being enrolled at Oak Grove completes the full school year.
  4. Should a student initially identified as being enrolled at Oak Grove leave the program prior to the end of the school year, SENDING DISTRICT may substitute another student in his/her place for the completion of the school year at no additional cost.
  5. SENDING DISTRICT may add students after the initial identification of students to be enrolled at Oak Grove at the per student cost. Students enrolled after the start of a school year shall be charged to SENDING DISTRICT on a prorated basis.
  6. The tuition payment set forth above shall cover all basic services, including specially designed academic and behavioral instruction as set forth on the student's IEP, as well as case management for the student. Related services performed by District 15 shall be at an additional cost, billed to SENDING DISTRICT on a per hour basis in accordance with the fee schedule (Schedule A) attached to this agreement.

7. School District 15 will communicate any financial changes in the current agreement to the district prior to them occurring. If School District 15 becomes aware of a circumstance in which a mandatory financial change is inevitable (such as a change in legislation) district staff will notify the district within 5 working days of the notification.
- D. The program will be housed at schools in DISTRICT 15. The program will follow the same calendar and approximate daily hours of attendance as regular students in DISTRICT 15. Where appropriate, Oak Grove students will be included in the regular school program and the IEP case manager will be immediately notified so an IEP can be scheduled and appropriate changes can be made.
  - E. A cooperative effort will be made to integrate Oak Grove students into the educational and social life of the school, as appropriate after consultation with the school staff.
  - F. To carry out the above purposes, the parties hereto have agreed to provide the services and accept the responsibilities provided below.

## II Responsibilities of DISTRICT 15 (Attending District)

- A. Organize and administer the program for Oak Grove students.
- B. Maintain necessary and appropriate records of student progress, activities and behavior, including documentation of student attendance and student progress.
- C. Provision of all basic and related services set forth on the IEP of an enrolled student, unless otherwise specified in writing by SENDING DISTRICT.
- D. Select and employ all staff typically appropriate in a standard program for each particular handicapping condition covered by this Agreement. If staffing requirements, due to extraordinary individual needs, exceed the standard level of staffing for a particular disability, the SENDING DISTRICT shall reimburse District 15 for the cost of such additional staffing in addition to the tuition fee set forth above. District 15 shall immediately notify the SENDING DISTRICT of the additional staffing needs.
- E. Act as a fiscal agent for the educational costs associated with the program, which function shall include preparation of annual budget, billing to SENDING DISTRICT, collection of tuition funds and charges for related services from SENDING DISTRICTS, and expenditure of funds for staff, supplies, materials and other costs associated with the program.
- F. Participation in development of an IEP for enrolled students and participation in annual review thereof.

- G. Allow the child to remain in his or her present educational placement at the attending district during the pendency of any education due process or judicial proceeding unless the resident district and the parents of the child agree otherwise.
- H. Immediately notify the resident district if the attending district suspects that the child may have a disability and may need special education services.
- I. Immediately notify the resident district if the child, whether he or she is a special education student or not, has engaged in conduct that may lead to suspension or expulsion.
- J. Immediately notify the resident district of any complaint made by the parents of the child regarding the child's regular or special education program at the attending district.
- K. Work with the resident district at least 10 days in advance of all IEP and other related meetings in which student decisions are made to collaboratively agree upon a meeting date on which required parties can attend.

III. Responsibilities of SENDING DISTRICT (Resident District)

- A. Participation in the development of an IEP for enrolled students and participation in annual review thereof. SENDING DISTRICT shall arrange for a representative to be present at all meetings for enrolled students required by law. All efforts will be made by the scheduling party to mutually schedule a meeting time at least 10 days in advance of the required meeting date.
- B. Assessments and documentation for the purpose of handicap eligibility, including initial determination of handicapping condition and 3-year reevaluation.
- C. Provision of all transportation of enrolled Special Education students to and from Oak Grove and other sites where services are provided, subject to the inclement weather policy and schedule of District 15.
- D. Payment of tuition and charges for related services to District 15 in accordance with attached Schedule A. All payments shall be paid within 20 days of billing by District 15, which billing shall occur in equal payments in October, January and April of the school year.
- E. Provision of or payment for extraordinary individual staffing requirements as discussed in II. C. above.
- F. Submit Enrollment Request no later than May 15 preceding the enrollment school year to allow necessary staff and program planning by District 15.
- G. Unless otherwise agreed to, continue to claim students for reimbursement under the State School fund and the Federal Handicapped Child Census due December 1.

- H. SENDING DISTRICT shall retain all responsibility for ensuring that the parents and the child are afforded all special education rights and procedural safeguards under federal and state law, including:
1. Child find, the evaluation for eligibility for special education if SENDING DISTRICT that a child has a disability and needs special education;
  2. Individualized education program (IEP). District 15 may initiate and conduct IEP meetings for the review of an IEP if requested to do so in writing by SENDING DISTRICT.
  3. Educational placement of the child;
  4. Provision of Free, Appropriate Public Education;
  5. Prior written notice to the parents when SENDING DISTRICT proposes or refuses to initiate the identification, evaluation, or educational placement of the child or the provision of free, appropriate public education including change in placement if the contract is rescinded;
  6. Stay-put which allows the child to remain in his or her present educational placement at Oak Grove during the pendency of any education due process or judicial proceeding unless SENDING DISTRICT and the parents of the child agree otherwise;
  7. SENDING DISTRICT shall be the school district of record for any special education due process hearing or judicial proceeding arising out of the child's placement or program.

#### IV. Liability

- A. Within the limits of liability specified in the Oregon Tort Claims Act, each party shall hold harmless each other party from any claim by or on behalf of any student arising from an alleged failure of a party to fulfill its obligations under this agreement or an alleged failure by a party to comply with OAR 581-15-511, 581-15-166, 581-15-141. In addition, each party shall hold harmless each other party against claims arising as a result of injury to a student while under such party's supervision if such allegations arise out of the performance of this contract.
- B. SENDING DISTRICT shall have and accept full responsibility for its students during all such periods as students are being transported.
- C. SENDING DISTRICT shall be solely responsible for all costs, charges, fees and other liability, including attorneys fees, associated with any claim by a parent or guardian of a student enrolled at Oak Grove related to an alleged violation of State or Federal special education law.

FOREST GROVE SCHOOL DISTRICT  
INTERGOVERNMENTAL AGREEMENT  
NON RESIDENT SPECIAL EDUCATION STUDENTS  
SCHEDULE A  
TUITION

Following is the annual tuition rate for indicated classifications of special education students for the school year of **2023-24**. Total Tuition and Support due for **2023-24** school year to attend **FOREST GROVE SCHOOL DISTRICT (Oak Grove Academy)** is **\$61,332**. Payment is due on **January 5, 2024 and June 15, 2024**.

Special Educational services provided by the Forest Grove School District:

1. Slot Cost - \$61,332

IT IS SO AGREED:

FOREST GROVE  
SCHOOL DISTRICT

SENDING DISTRICT

Newberg School District  
District Name

Kimberley Shearer  
Name

Tony Buckner  
Name

Director of Student Services  
Title

Director of Special Programs  
Title

\_\_\_\_\_  
Signature

[Signature]  
Signature

\_\_\_\_\_  
Date

3/1/2023  
Date