

Alternative Education Cooperative Memorandum of Understanding

This memorandum of understanding (hereafter referred to as the MOU) is entered into as of _____ (today's date), between Independent School District No. _____ of _____ County, Oklahoma, a/k/a _____ Public Schools (hereafter referred to as the "Cooperative District") and Independent School District No. _____ of _____ County, Oklahoma, a/k/a _____ Public Schools (hereafter referred to as the "Local Education Authority (LEA)").

PURPOSE: The purpose of this MOU is to establish the terms and conditions of the partnership between the LEA and the Cooperative District for Alternative Education classes for at-risk students in grades 7-12, pursuant to Title 70 O.S. §5-117(b) and Title 70 O.S. §1210.568(i).

PROVISIONS: The LEA agrees to provide alternative education services for students referred to and accepted by the LEA from the Cooperative District for the school year _____. It is agreed that the criteria for these students will meet the state definition of "at risk" students and that the LEA placement will be in the student's and the Cooperative District's best interests. It is understood that the LEA has the right of refusal of any student if it is felt that the placement is inappropriate for any reason.

NOW, THEREFORE, in consideration of the mutual promises of the parties to this MOU, and in accordance with the terms and conditions set forth herein, the parties agree as follows:

A. The Cooperative District will:

1. Assign all Alternative Education funds to the LEA who will service the Cooperative Program's students at the LEA site. The Cooperative Program will complete an "Authorization to Pay" form annually to notify the State Department of Education of their election that the LEA shall operate as the education agency for the Cooperative Districts and shall receive state funding, including the alternative education allocation payment, directly to the LEA.

a. The Authorization to Pay form must be approved by the Cooperative Program's School Board by August 1st so it can be uploaded into the district's implementation plan by September 1st.

2. Pay (if applicable) the LEA a per diem amount of \$_____ per enrolled student. The per diem rate shall begin on the student's enrollment date into the Alternative Education Program and end on the student's withdrawal date from the Alternative Education Program. The Cooperative District will be billed by the LEA at the end of each semester. The Cooperative District is requested to pay each billing within 30 days of receipt.
3. Provide the LEA with access to existing academic, discipline, special education, and psychological records of their alternative education students enrolled in the Cooperative Program. LEA and Cooperative District personnel will maintain and release student data and records as required by federal and state law, and their own internal policies, regulations and guidelines. This shall include, but is not limited to the Federal Educational Rights and Privacy Act.
4. Provide a copy of all students' free/reduced meal applications to the LEA. If a student does not have a free/reduced meal application on file with the LEA, the student will be charged full price for meals served.
5. Maintain transcripts on all students enrolled in the Alternative Education Program and issue diplomas to graduates of the Program. Each student enrolled in the Program must meet requirements of their local Cooperative District for graduation.
6. Administer all Oklahoma State required testing to their Alternative Education students.
7. Provide transportation to and from the Alternative Education Program at the LEA. If the Alternative Program has multiple Cooperative Districts, nothing in this MOU would prevent those districts from entering into mutual agreements to provide transportation to the LEA's Alternative Program.
8. Provide Cooperative District staff to participate in intake meetings and counseling sessions as required.
9. Inform the student and his/her parents/guardians of the intake/interview/assessment process as the first step in the acceptance process. The Cooperative District will also inform the student and his/her parents/guardians if outside intervention is deemed appropriate, then that intervention may be a condition of acceptance.
10. Ensure that all Alternative Education students are provided the same opportunities to participate in vocational programs and extracurricular activities at the Cooperative District, including but not limited to athletics, band, and clubs. Student academic eligibility as to participation in said activities at the Cooperative District will be governed solely by the rules and regulations of the Cooperative District.

11. Provide timely access to information concerning activities at the cooperative District to ensure opportunities for Alternative Education students' participation in activities, field trips, prom, graduation, etc.

B. The LEA will:

1. Establish and maintain an Alternative Education program that conforms to the requirements of statutes and rules applicable to alternative education (Title 70 O.S. §1210.568). In addition the Alternative Education program will include:
 - a. LEA district staff to educate students from the Cooperative District in the program,
 - b. a program director with program guidance and oversight,
 - c. notifications of program start dates, meeting times, locations and school holiday/break schedules to the Cooperative District,
 - d. classroom/office space, and utilities for operation of the program,
 - e. all necessary academic materials, curriculum, and classroom supplies,
 - f. professional development for Alternative Education program staff,
 - g. engagement of community members and organizations in order to furnish community service opportunities for students,
 - h. and individualized instruction for students.
2. Submit billing (if applicable) to the Cooperative District each semester showing the per diem costs incurred by the Cooperative District's students during said semester. The Cooperative District is requested to pay each billing within 30 days of receipt.
3. Furnish the Cooperative District with attendance and discipline records, and grades earned for each student enrolled from the Cooperative District (at a minimum of quarterly throughout the school year).
4. Develop a discipline policy addressing out of school suspension, in school suspension, and/or detention procedures. At the LEAs' request, the Cooperative District will remove disruptive students from the Program.
5. Keep enrollment records to ensure proper documentation of average daily attendance to each Cooperative District.

6. Provide special education services to eligible students who are appropriately identified as needing those services in accordance with the provisions of his or her individualized education program (“IEP”) or 504 plan .
 - a. An IEP shall be written for those students by Cooperative District personnel with a representative from the LEA on the team when the IEP is written and/or revised.
 - b. When the need for specialized educational services is such that the LEA is not equipped to meet the needs of the student, then the student will not be accepted into the Program.
 - c. Special education students admitted to the Program shall be included on the Cooperative District’s special education count with the State Department of Education.
7. Provide academic and social service counseling to all Alternative Education students.
8. Provide nutritional meals for all Alternative Education students. The LEA will claim any free/reduced meals served when applicable. No other free/reduced count will be used by the LEA except meals served.

C. Enrollment

1. There is no maximum or minimum number of students the Cooperative District may admit to the Program. **OR** There is a maximum number of students the Cooperative District may admit to the Program. The LEA will reserve _____ seats each semester for the Cooperative District.
2. The placement of students within the Program shall be based entirely upon the needs of the student and the agreement by LEA and the Cooperative District that such placement is appropriate and will benefit the student.
3. The Cooperative District acknowledges that the LEA is required to maintain a 15 student to 1 teacher ratio in the Alternative Education Program and that maintaining that ratio may affect the ability of some students to enroll in the Program.

D. Terms

1. The term of this MOU will begin on _____ and will terminate on _____.
2. This MOU may be terminated upon 10 days’ written notice by any party for a material breach of the duties or obligations contained herein or, for any reason, upon 60 days’ written notice.
3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this

MOU and approved by the Cooperative District's and the LEA's Boards of Education.

- 4. This MOU may be executed and delivered by facsimile or by .PDF attachment to email and such execution and delivery will have the same force and effect as an original document with original signatures.
- 5. Each person signing this MOU on behalf of their respective School District. individually warrants that he or she has full legal power to execute this MOU on behalf of the School District for whom he or she is signing, and to bind and obligate such School District with respect to all provisions contained in this MOU.

Executed by the **Cooperative District** as of the dates below written.

Dated as of _____ by **INDEPENDENT SCHOOL DISTRICT NO. _____ OF**
 _____ **COUNTY, OKLAHOMA, a/k/a**
 _____ **PUBLIC SCHOOLS**

ATTEST:

By: _____
 Clerk

By: _____
 President,
 Board of Education

Notice Address:

Executed by the **Local Education Authority** as of the dates below written.

Dated as of _____ by **INDEPENDENT SCHOOL DISTRICT NO. _____ OF**
 _____ **COUNTY, OKLAHOMA, a/k/a**
 _____ **PUBLIC SCHOOLS**

ATTEST:

By: _____
 Clerk

By: _____
 President,
 Board of Education

Notice Address: