

LETTER OF AGREEMENT

OAR 581-015-2571

Robinswood New Avenues for Youth and Multnomah Education Service District

Parties to this agreement are Robinswood, as operated by New Avenues for Youth, and Multnomah Education Service District (MESD), providing educational services to students in the Robinswood facility.

I. Purpose

- A. To delineate each agency's role in relation to the educational programs within the Robinswood facility.
- B. To provide a framework for ongoing communication and cooperation, as well as, to specify a process for conflict resolution.

II. Definitions

- A. Robinswood New Avenues for Youth Director of Strategic Initiatives - personnel who has supervisory authority over the Robinswood facility. The Robinswood New Avenues for Youth Director of Strategic Initiatives reports to the New Avenues for Youth Executive Director.
- B. MESD Teacher – Teacher assigned to the Longterm Care and Treatment Program by MESD.
- C. MESD Educational Assistant – personnel assigned to the Longterm Care and Treatment Program by MESD.
- D. MESD Administrative Assistant – personnel assigned to the Longterm Care and Treatment Program by MESD whose primary function is administrative support.
- E. MESD Administrator – Program supervisor assigned to the Longterm Care and Treatment Program by MESD. MESD Teacher, MESD Educational Assistant and MESD Administrative Assistant report to the MESD Administrator.

III. Robinswood New Avenues for Youth Responsibility

- A. New Avenues for Youth will maintain ownership and responsibility for all real property and buildings. As part of that responsibility, New Avenues for Youth will provide maintenance, custodial services, and basic utilities for the buildings.
 - i. All school facilities will be available to the school during school hours.
 - ii. Robinswood New Avenues for Youth Director of Strategic Initiatives and MESD Administrator shall identify school and joint-use facilities.
 - iii. All items purchased by MESD and are housed at Robinswood New Avenues for Youth remain the property of MESD.
- B. Robinswood New Avenues for Youth Director of Strategic Initiatives will identify and provide copies of all pertinent Robinswood New Avenues for Youth policies to MESD Administrator.
- C. Robinswood New Avenues for Youth will be solely responsible for setting minimum safety, student supervision, and security standards.
 - i. Robinswood New Avenues for Youth will provide orientation training for all MESD personnel, practicum students, contractors, and volunteers regarding safety and security. As deemed appropriate by the Robinswood New Avenues for Youth, annual updates and/or other specialized training will also be provided during regular on-site training opportunities.

- ii. Robinswood New Avenues for Youth reserves the right to disapprove, cancel or postpone any class, assembly, activity, or program if it determines the safety and/or security of the students and/or staff might be put at risk. Such decisions may involve contraband, rumors of escape or assault plots, or other student unrest as determined by Robinswood New Avenues for Youth.
 - iii. Robinswood New Avenues for Youth will regularly search school areas for contraband and unsafe items.
 - iv. Robinswood New Avenues for Youth will review school operations and identify any unsafe practices. These will be communicated to the MESD Administrator.
- D. Robinswood New Avenues for Youth will make students available for school attendance no later than the day following their arrival in a facility.
- E. Barring illness, or issues around security, safety, legal matters, students will be available to attend school during regularly scheduled school operation. Robinswood New Avenues for Youth agrees to minimize students being held back or pulled out of class for routine treatment sessions, work programs, miscellaneous duties, etc. This does not preclude removing students for issues of safety and security.
- F. Robinswood New Avenues for Youth agrees to share student information necessary to allow MESD staff to (1) gathering quantitative and qualitative data regarding educational service provision and (2) complete required ODE education reports.
- G. Robinswood New Avenues for Youth will provide the MESD Teacher, Educational Assistant, Administrative Assistant or Administrator with daily population count sheets either hard copy or electronically.

IV. MESD Responsibility

- A. MESD will be responsible for the development and delivery of an Educational Program in accordance with all applicable statutes, standards and sound educational practice.
- i. Educational decisions relating to the education of students will be the responsibility of the education program administration and will be made in accordance with federal and state statutes and rules.
 - ii. Concerns and recommendations of surrogate parents, Robinswood New Avenues for Youth staff, and the parents will be considered in the educational decision making process.
- B. MESD will provide an appropriate education program for all youth in the Robinswood facility.
- i. For students that do not qualify for Special Education services, MESD will provide students with (1) educational services up to age 20, (2) a personalized educational plan that includes assessment, goals, services, and timelines and (3) opportunity to be educated in the least restrictive environment.
 - ii. For students that do qualify for Special Education services, MESD will (1) provide educational services and program to students up to age 21, (2) develop or implement an existing Individualized Education Program for students meeting special education eligibility requirements as described in OAR 581-015-0051, and (3) and support the initial and/or renewal evaluation process.
 - iii. For Robinswood New Avenues for Youth clients that do not qualify for educational services, clients may be permitted to participate in education at the discretion of the MESD Administrator.

- C. MESD staff will follow and adhere to applicable Robinswood New Avenues for Youth policies, procedures and regulations, including but not limited to, confidentiality and use of Protected Health Information.
- D. The MESD staff will stand ready to serve all Robinswood students.
- E. Classroom or individual instruction of students will take place only in such areas as designated or agreed upon by Robinswood New Avenues for Youth.
- F. MESD will maintain exclusive authority over the assignment of their educational staff and allocation of other educational resources. However, MESD will take feedback from Robinswood New Avenues for Youth as appropriate for safety and security reasons.
- G. MESD shall provide student grades, behavior reports, and transcripts to receiving schools and Robinswood New Avenues for Youth staff who are serving in the capacity as legal custodian of the student.
- H. MESD will make students available for various programming requirements, including but not limited to case planning, temporary leave, legal processes, and such medical services that cannot be provided before/after school hours.
- I. In the designated classroom and all other areas of campus, MESD educational staff will comply with all Robinswood New Avenues for Youth requirements regarding safety and security.
 - i. MESD will require and make all staff, practicum students, contractors, and volunteers available for safety and security training.
 - ii. MESD will directly or indirectly (through Teacher Standards and Practices Commission) insure that criminal background checks are done for all employees. All substitute employees will also undergo background checks prior to employment.
 - iii. MESD staff will maintain certification in Safety-Care training skills and competencies for de-escalation and/or physical restraint of students. Physical restraints will only be initiated in the event of an emergency; MESD staff will follow Robinswood New Avenues for Youth policies and procedures regarding use of physical restraint.
 - iv. MESD will, within the dictates of applicable statutes and regulations, notify Robinswood New Avenues for Youth of any potential employee or current employee who will be or is assigned responsibility in the Robinswood facility who is the subject of a criminal investigation, or who has a criminal record, or who is a current or past client of Robinswood New Avenues for Youth. MESD will obtain Robinswood New Avenues for Youth agreement regarding the employment or continued employment of that individual at the Robinswood New Avenues for Youth facility.
- J. MESD will notify the Robinswood New Avenues for Youth Director of Strategic Initiatives of any facility or equipment needs or deficiencies relating to safety, security, or general use of the facilities for educational purpose.
- K. All supplemental media materials used with students in education will conform to MESD standards and policies and will only be used as part of the approved school curriculum.
- L. MESD personnel will inform Robinswood New Avenues for Youth in writing prior to any learning activities dealing with violence, suicide, or sexual content. Robinswood New Avenues for Youth may request opportunity to provide input and direction.

V. Joint Responsibility

- A. Robinswood New Avenues for Youth and MESD Administrator will cooperatively develop a schedule of educational instruction and staff development.
 - i. The Robinswood New Avenues for Youth Director of Strategic Initiatives and MESD Administrator will communicate information identified in this agreement between the programs.
 - ii. The schedule of educational instruction will be sensitive to the needs of an efficient education program and the needs of Robinswood New Avenues for Youth. It shall include:
 - a) MESD will meet the minimum number of instructional days and hours in accordance with Oregon Revised Statutes and Administrative Rules.
 - a. From December 4, 2017 – June 18, 2018, MESD will provide 116 days of instruction.
 - b. Beginning in the 2018-2019 school year, MESD will provide 175 days of instruction.
 - b) Instructional days will typically include a minimum of 5 ½ hours of student instruction per ODE instructional hour requirements.
 - c) For the purpose of case management and class preparation, MESD staff may use the classroom during non-student contact time.
 - d) In the case of inclement weather, the MESD Administrator will work with the facility to determine instructional contact make-up time, pursuant to OAR 581-015-2590.
 - e) MESD Administrator will collaborate with Robinswood New Avenues for Youth Director concerning the daily education schedule of instruction hours.
 - iii. Students will be allowed access to computer technology under direct supervision of educational personnel and with the approval of Robinswood New Avenues for Youth staff.
- B. Robinswood New Avenues for Youth and MESD personnel will cooperatively share information on students that is deemed appropriate to most efficiently develop and implement each student's case plan and to ensure the safest and most productive programming possible.
- C. Robinswood New Avenues for Youth and MESD personnel will mutually support and respect the complementary missions of safety, security, treatment and education of Robinswood facility students.

VI. Dispute Resolution Process

- A. Robinswood New Avenues for Youth and MESD encourage their respective staffs to resolve disputes through honest and open communication between the individuals having the dispute at the lowest possible level. In the event that resolution between the affected individuals is not forthcoming, the dispute should be brought to the parties through the following levels of management:
 - i. The issue(s) shall be brought before the Robinswood New Avenues for Youth Director of Strategic Initiatives and the MESD Administrator. If resolution is not reached,
 - ii. The issue(s) shall be brought before the Robinswood New Avenues for Youth Executive Director and MESD Superintendent. If resolution is not reached;
 - iii. The issue(s) shall be brought before the ODE.

For all aspects of the Longterm Care and Treatment Education Program, it is the intent of both Robinswood New Avenues for Youth and MESD to maintain current practice and levels of effort. Any changes not specified in the above agreement will be a result of cooperative communication between Robinswood New Avenues for Youth and MESD.

VII. Signatures

Agreed: Robinswood New Avenues for Youth

By: _____
NAME, Executive Director

Date

Agreed: Multnomah Education Service District

By: _____
Sam Breyer, Superintendent

Date