

SOUTH PAGE COMMUNITY SCHOOL DISTRICT AND CLARINDA COMMUNITY SCHOOL DISTRICT SHARING
AGREEMENT

THIS AGREEMENT made and entered into this 27th day of March 2024, by and between the Clarinda Community School District (hereafter "Clarinda") and the South Page Community School District, (hereafter "South Page").

WHEREAS both parties to this Agreement are public school districts organized and existing pursuant to Chapter 274 of the Iowa Code; and

WHEREAS, pursuant to Iowa Code Section 280.15 school districts may jointly employ and share the services of any school personnel, or acquire and share the use of classrooms, laboratories, equipment, and facilities: and

WHEREAS a public school district which does not have or offer specialized courses or programs may permit its resident students to attend school in another district which has such a course or program pursuant to Iowa Code Section 280.15; and

WHEREAS Iowa Code Section 282.20 provides that the public school district in which a student resides shall pay the public school district in which the student is permitted to attend school a tuition fee at the maximum rate prescribed in Iowa Code Section 282.24; and

WHEREAS, South Page does not have enough instructors and/or students to offer certain courses for its students in grades 7-12.

WHEREAS, South Page does not have enough coaches or participants for extra-curricular activities for its students in grades 7-12.

WHEREAS, Clarinda has available the personnel, classrooms, laboratories, equipment, and facilities necessary to provide certain courses and extra-curricular activities for students residing in and attending South Page; and

WHEREAS it is deemed in the best interests of both Clarinda and South Page to jointly utilize school personnel, classrooms, laboratories, equipment, and facilities for providing courses to both their students in grades 7-12; and extra-curricular activities 7-12; and

WHEREAS the parties have now determined that their needs can best be met cooperatively by an Agreement:

NOW, THEREFORE, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide a means by which the parties may jointly and cooperatively proceed under the provisions of Iowa Code Chapters 280.15 and 282.20 of the Code to jointly share the services of school personnel, classrooms and acquire and make available to resident students of South Page certain 7-12 courses and extra-curricular activities 7-12.

Section 2. Duration. This Agreement shall occur during the 24-25 school year and continue in effect until terminated as provided in this Agreement.

Section 3. Administration. This Agreement shall be administered day-to-day by Clarinda's Superintendent and South Page's Superintendent. Clarinda shall be responsible for the administration of the courses, including providing all school personnel, classrooms, laboratories, equipment, and facilities. The Boards of each respective District may meet jointly on an annual basis, unless waived by both Boards, to discuss matters of mutual concern under this agreement.

If any dispute arises, the Superintendents of the two Districts shall first attempt to resolve any questions of interpretation, which may arise under this Agreement. A joint meeting of both boards may be convened if requested by either board. If the Parties through their respective Boards are unable to agree as to the interpretation or operation of this Agreement, a committee from each board and the Superintendents may meet with the AEA Administrator to attempt mediation. If this mediation is not successful, a dispute may be submitted to arbitration. The Chief Administrator of Green Hills AEA who is willing to serve and who is knowledgeable in Iowa school district matters shall appoint a single arbitrator. Each Party will pay its respective costs of arbitration including half of the arbitrator's fee and the results shall be binding.

Section 4. Enrollment. Clarinda shall determine the availability of space in its courses not offered by South Page. South Page students will be given the opportunity to pre-register for classes for the following semester during the same time frame as Clarinda resident students. South Page shall provide Clarinda a preliminary count of students and courses in which they wish to enroll 6 weeks prior to each semester beginning. Clarinda shall provide student transcripts to South Page within a reasonable time at the end of each semester.

Clarinda shall keep South Page informed regarding the existing curriculum and promptly inform South Page about changes to its curriculum so that South Page may better serve its students. Clarinda and South Page will attempt to adopt a common school calendar. South Page shall provide all transportation for its resident students attending Clarinda absent mutual agreement to the contrary. The cost of accommodations and/or the provision of accommodations for special education and 504 students who are residents of South Page shall be provided by South Page.

Section 5. Financing. South Page shall pay to Clarinda an amount per student based upon the portion of the normal school day attended and amount designated by the state as the regular program district cost per pupil (for Clarinda) for the applicable year as the basis for tuition. Clarinda shall bill South Page for tuition and payments shall be due and payable within thirty (30) days of the end of each semester or within thirty (30) days of receipt of billing whichever is later. The amount of the tuition fee shall be calculated based on the district cost per pupil of Clarinda as computed in Iowa Code Section 257.10, prorated to reflect the part of the school day that the South Page student attends.

The count of students will be based on the number of South Page students attending Clarinda Pro-Rated days like Open Enrollment.

Transportation: South Page shall be exclusively responsible for transporting its 7-12 students to and from Clarinda daily under this Agreement, including for all academic and extra-curricular activities. Clarinda shall provide transportation to South Page students in grades 7-12 for extra-curricular events held outside Clarinda on the same basis as it provides transportation to Clarinda students. Any field trips or other transportation required as part of the curricular or extra-curricular program shall be provided to South Page students by Clarinda. Should the occasion arise where either district provides transportation

services for the other district, which is not otherwise addressed in this Agreement, the miles shall be recorded. The cost of said transportation should be the cost per mile as stated on the prior year's Annual. Clarinda shall reimburse South Page 5% of the total received for transportation to and from Clarinda for academic services. Payment shall be made by June 30, 2025.

Section 6. Personnel. Personnel employed pursuant to this Agreement shall be considered employees of Clarinda and governed by the existing personnel policies and practices of Clarinda. Clarinda shall have the sole authority for recruiting, hiring, training, evaluating, disciplining, and terminating all such personnel.

Section 7. Student Discipline. South Page students shall be subject to the student discipline policies of Clarinda, in addition to those of South Page, while enrolled in the Clarinda courses. Any serious breach of either District's student discipline policies shall be grounds for immediate termination of courses provided to the student by Clarinda. In the case of hearings upon recommendations for long-term suspension (greater than 10 days) or expulsion from Clarinda, South Page shall be offered representation at all meetings applying the disciplinary regulations and sanctions of Clarinda.

Section 8. Compliance with Laws. The parties agree to abide by all applicable local, state, and federal laws, regulations, statutes, rules and ordinances, of any governmental body or agency having jurisdiction over this Agreement.

Section 9. Termination. This Agreement may be terminated as follows:

- A. By a written agreement executed by both parties.
- B. By either party giving written notice to the other, no later than March 1, that this Agreement shall terminate at the close of the fiscal year.
- C. By either party giving written notice to the other party, if the other party commits a material breach and fails to cure such breach within 30 days of its receipt of notice of the breach from the non-breaching party: or
- D. Upon the effective date of any law that renders this Agreement invalid or illegal to the extent that the intent and purpose of the Agreement cannot be carried out.

Notwithstanding anything in this Agreement to the contrary, in the event of termination of this Agreement, any payments to be made shall be prorated and either paid or refunded as applicable.

Section 10. Notices. Any notice required or permitted by this Agreement will be deemed delivered, and thus effective, when personally received, or three days after being placed in the United States Mail, postage prepaid, and addressed to the party as detailed below:

Clarinda Community School District

423 Eat Nodaway

Clarinda, IA 51632

South Page Community School District
606 Iowa Avenue
College Springs, IA 51637

Section 11. General.

This Agreement shall be governed exclusively by Iowa law. The parties agree that any litigation arising between them related to this Agreement shall be initiated and maintained only in the appropriate federal or state court for Page County, Iowa.

This Agreement constitutes a complete understanding of the parties with respect to the subject matter herein and supersedes, replaces, and merges all prior understandings, promises, representations, and agreements, written or oral, relating thereto.

The parties may amend this Agreement only by mutual agreement in the form of a written amendment signed by each party.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be modified to the extent necessary to be valid and enforceable, and all other provisions of this Agreement shall remain in full force and effect.

The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior express written consent. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assignees.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

ATTEST :

CLARINDA COMMUNITY SCHOOL DISTRICT

By _____
Secretary, Board of Directors

President, Board of Directors

ATTEST:

SOUTH PAGE COMMUNITY SCHOOL DISTRICT

By _____
Secretary, Board of Directors

President, Board of Directors