

Whole Grade Sharing Agreement between South Page and Clarinda Community School Districts

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

COMES NOW, the South Page Community School District ("South Page") and the Clarinda Community School District ("Clarinda") and for their Whole Grade Sharing Agreement state as follows:

WHEREAS, South Page and Clarinda have the responsibility of providing quality educational services to the students in their respective districts; and

WHEREAS, it is the policy of the State of Iowa to encourage economical and efficient operation of school districts that will insure equal educational opportunity to all children of the state; and

WHEREAS, South Page and Clarinda are desirous of cooperating in their efforts to provide quality educational services and to provide those services more efficiently and economically than is possible separately; and

WHEREAS, Iowa Code Section 256.13 states that school districts may combine their enrollments for one or more grades by agreement, and Iowa Code Section 280.15 states that school districts may share school personnel, equipment, and facilities; and

WHEREAS, Iowa Code sections 282.10, 282.11, and 282.12 state that a whole grade sharing agreement may be entered into between school districts whereby all or a substantial portion of the pupils in any grade in two or more school districts share an educational program for all or a substantial portion of a school day pursuant to sections 256.13 and 280.15; and

WHEREAS, South Page and Clarinda (individually a "Party" and collectively, the "Parties") have determined that it is in their best interests to enter into a one-way whole grade sharing agreement.

NOW THEREFORE, South Page and Clarinda agree to the following as authorized by Iowa Code Sections 256.13, 280.15, and 282.10 - 282.12, Code of Iowa.

1. TERM AND TERMINATION:

a. The term of this Agreement shall be for 2025-2030 school years, beginning on 07/01/2025 and ending on 06/30/2030. The Agreement shall continue automatically thereafter for additional one-year periods if written notification of intent to terminate is not delivered by one Party to another Party on or before August 1 preceding the year of renewal. This Agreement may also be terminated at any time upon mutual agreement of the Parties. This Agreement will also automatically terminate in the event of reorganization or dissolution of one or both Parties. The termination of this Agreement shall not relieve any Party of any obligations or liabilities incurred prior to the effective date of such termination.

2. SCOPE/ STUDENTS/SERVICES INVOLVED:

a. Scope: During the Term of this Agreement, the complete instructional and extracurricular programs for the entire student population in Grades 7 through 12, (PK-6 added as needed) for both Clarinda and South Page will be located in and served by Clarinda. Each Party shall maintain its current educational program located in their respective communities. Therefore, this is a one-way whole grade sharing agreement as defined by Section 282.10(2) of the Iowa Code.

b. Students: This Agreement shall cover the regular program student population of South Page in grades 7 through 12 (PK-6 added as needed) excluding those students open enrolled out of South Page to any school district, including Clarinda. It shall include students who are open enrolled from other school districts into South Page. Special Education services shall be provided by the Clarinda Community School District and the South Page Community School District shall be responsible for providing transportation and will pay for the actual cost of the Special Education services for special education students subject to this sharing agreement.

c. Services: Services under this Agreement shall include all academic and extracurricular programs in grades 7 through 12. (Pk-6 added as needed) South Page students and Clarinda students shall be allowed equal consideration and access to all educational school sponsored programs. It is the intention of the respective Parties, hereto, that all grades 7-12 (Pk-6 added as needed) South Page students have the same rights and responsibilities as Clarinda students. All students, whether South Page or Clarinda, will be subject to the same academic, disciplinary, graduation, student code, student conduct, and other requirements applying to students within the Clarinda Community School District. Both Parties shall endeavor to adopt a common school calendar.

3. TUITION:

- a. South Page will pay the base year tuition for the 2025-2026 school year at the 95% tuition cost per pupil paid to Clarinda plus the allowable growth per student for the 2025-2026 school year. The tuition shall be computed by determining the number of South Page students enrolled in Clarinda on the first weekday in October for the first semester payment and on the third Friday of February for the second semester payment. South Page will be billed for students for the number of teacher contract days served. Payment for the first semester attendance shall be made by January 31st of each year and payment for the second semester attendance shall be made by June 30th of each year. A billing invoice shall be sent from Clarinda to South Page by the end of each semester, but no later than January 15th and June 15th of each year. (See Schedule A – Tuition Schedule)
- b. South Page will pay the base year tuition cost per pupil minus the South Page cost per pupil transported (annually evaluated and re-estimated) reported to the Iowa Department of Education. The cost per pupil transported at 5% per pupil.
- c. The supplementary weighting of 10% of the state aid cost per pupil to the SENDING district will be shared equally and/or the state aid calculation adjustment will reflect the supplementary weighting sharing.
- d. In addition to the sums computed to be paid as required above in (a), South Page shall send to Clarinda the teacher salary supplement, Iowa Core, and professional development categorical funds as described in Sections 257.10 and 284.12(1)(d), Code of Iowa, on an indexed manner which are designated for the South Page students in grades 7-12 (Pk-6 as needed) _____. Teacher salary supplement and professional development categorical funds will be increased incrementally based on the amounts found on the aid and levy worksheet each year. Payments for the above items shall be computed by determining the number of South Page students enrolled at Clarinda on the first weekday in October. These payments shall be made in two (2) installments. One-half (1/2) will be payable on January 31 and the second-half (1/2) payable on June 30.
- e. Teacher Leadership funds will follow the student in the whole grade sharing agreement.

4. TRANSPORTATION:

- a. South Page shall be exclusively responsible for transporting its resident students to and from Clarinda daily under this Agreement. Any field trips or other transportation required as part of the academic program or extracurricular or co-curricular activities under this Agreement shall be provided to South Page students by Clarinda. Should the occasion arise where either Party provides transportation services for the other Party, not otherwise addressed in this Agreement, the miles shall be recorded and the cost of said transportation will be paid by the Party receiving

the transportation based on the cost per mile as stated on the other Party's most recent Annual Transportation Report to the Iowa Department of Education, or such other determination of cost as may be required by law.

5. JURISDICTION AND DISCIPLINE: South Page grades 7-12 (PK-6 as needed) _____ students will be under the sole jurisdiction and responsibility of Clarinda and its policies and handbook rules relating to school discipline and participation in extracurricular and co-curricular activities while attending classes and participating in extracurricular and co-curricular activities at Clarinda. The Clarinda administration and/or its school board shall administer such policies and rules and conduct any necessary disciplinary or other hearings, if any, with the exception of hearings regarding long-term suspensions (greater than ten (10) days) and expulsions. The South Page school board, as the school board of the resident district for the South Page students, shall perform these hearings. When the South Page school board conducts hearings regarding long-term suspensions or expulsions, it shall apply the Clarinda disciplinary policies and rules when and where applicable. Both Clarinda and South Page shall strive to make their respective disciplinary codes, policies, regulations, and rules as uniform as possible.

6. STUDENT RECORDS/CLASS RANK/GRADUATION: South Page grades 7-12 (PK-6 as needed) _____ student records will be transferred to and be incorporated with Clarinda student records. Graduation requirements will be those of Clarinda and shall be applicable to all students regardless of residence. Unless otherwise agreed by the parties, South Page students graduating through academic year 2026 _____ shall have transcripts specifically identifying coursework taken at Clarinda. Other issues related to student transcripts for both school districts will be addressed and agreed upon by the parties, as appropriate. All students will receive a Clarinda diploma.

7. SCHOLARSHIPS: No distinction will be made between the residences of students for scholarships awarded. Exceptions to the above include (a) scholarship funds by trust agreement available only to resident student graduates of either South Page or Clarinda and (b) any scholarships awarded by individuals and organizations outside the jurisdiction of the two Parties.

8. RESOLUTIONS COMMITTEE AND ARBITRATION: A Resolutions Committee shall be created and consist of two (2) school board representatives from each Party to facilitate cooperation under this Agreement, one of whom shall be the Board President of each Party. The Superintendent of each Party shall be an ex officio, non-voting member of the Resolutions Committee but shall be in attendance at all committee meetings. Issues of interpretation or change which may arise under this Agreement or additional issues

which are not directly addressed in the Agreement may be discussed by the Resolutions Committee for recommendation to the respective school boards of each Party for adoption as amendments or supplements to this Agreement. If the Resolutions Committee and/or Parties should fail to agree on questions arising under or in conjunction with this Agreement, either Party may request arbitration to resolve the dispute. The Parties will attempt to agree on an arbitrator to serve. Absent agreement, either Party may request a list of three persons with prior experience as Iowa school administrators to be appointed by the Administrator of Green Hills AEA who shall hear the evidence as presented by the Parties' representatives and who shall issue a final, binding decision. Costs of representation shall be borne separately and the costs of the arbitrator shall be shared equally.

9. STAFFING: Clarinda shall be responsible to staff grades _7-12 (PK-6 as needed)_____ to serve the educational requirements of all South Page students being served under this Agreement. The financial responsibility for such staff (inclusive of salary and benefits) shall be the responsibility of Clarinda as the employing entity. Clarinda agrees to consider any staffing issues or concerns raised by South Page, but the ultimate hiring and firing authority and other decisions regarding staff in grades _7-12 (PK-6 as needed)___ shall be that of Clarinda pursuant to Iowa Code 280.15.

10. INSURANCE: The Parties both agree to carry liability insurance for protection from claims arising out of the Party's acts or omissions under this Agreement. Such liability insurance will provide for coverage in a minimum amount of \$1,000,000 and will be effective throughout the Agreement. Each Party shall provide a certificate indicating that such insurance coverage has been obtained. Each of the Parties hereby releases the other from any claim for recovery for any loss or damage to any of its property or for any liability which is insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance. It is further agreed that this waiver applies only when permitted by the applicable policy of insurance.

11. INDEMNITY AND HOLD HARMLESS: To the extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party, and its respective directors, officers, employees, and agents, from and against any and all claims, liabilities, damages, and expenses (including reasonable attorney fees and costs) arising out of any act or omission of the indemnifying Party in performing its responsibilities under this Agreement.

12. STATUS AND COOPERATION: It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a partnership, association, agency, or other affiliation or like relationship between the Parties, it being specifically agreed that their relation is and shall remain that of independent Parties to a cooperative contractual relationship. In no event shall either Party be liable for the debts or obligations of the other Party. The Parties agree to cooperate as needed to ensure that the services are provided in compliance with applicable laws and that all required responsibilities are met.

13. DISTRICT NAMES AND IDENTITY: Each Party shall maintain its own name and identity currently in use. The names on equipment, facilities or other indicia of possession shall not be changed. The Parties shall continue to conduct their business matters as independent school corporations. When an announcement or release of extra-curricular scores or results is made for junior or senior high events, it shall be in the name of the Clarinda Community School District.

14. NOTICES: All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the central administrative office of each Party, attention to the Superintendent or other designated representative, until otherwise notified. The addresses for notices shall be as follows:

Superintendent
Clarinda Community
School District
423 East Nodaway
Clarinda, IA 51632

Superintendent
South Page Community School District
606 Iowa Ave.
College Springs, IA 51637

15. FORCE MAJEURE: Notwithstanding anything contained in this Agreement to the contrary, no Party shall be liable to the other Party for failure to comply with any obligation under this Agreement if prevented from doing so by reason of contingencies beyond the reasonable control of the Party, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

16. ENTIRE AGREEMENT: This document constitutes the entire Agreement between the Parties with respect to the subject matter herein. No prior written or oral statements not specifically incorporated herein have any effect.

17. SEVERABILITY: Should any paragraph or provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent of the illegality. Such deletion shall not affect any other paragraphs or provisions of this Agreement.

18. AMENDMENT AND MODIFICATION: This Agreement may be modified in writing by mutual consent of the Parties, but only after said modification is on the agendas of two successive board meetings for each Party. Any modification deemed an emergency by both Parties may be made on an immediate basis, in accordance with applicable law.

19. COUNTERPARTS: This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN COMMEMORATION OF THIS AGREEMENT, the respective Boards of Directors of the Clarinda Community School District and the South Page Community School District have

approved, and their respective Board Presidents have signed, this instrument on the dates set forth below.

CLARINDA
COMMUNITY SCHOOL DISTRICT

Date: 9-11-2024

Board President: _____

SOUTH PAGE
COMMUNITY SCHOOL DISTRICT

Date:

Board President: _____

Schedule A - Tuition Schedule

Values used for tuition calculation during the term of this agreement shall be as follows:

The following is an EXAMPLE only:

Tuition for South Page students will be calculated in the following manner: