

Iowa Net High Academy LLC

1801 Fuller Road, West Des Moines, Iowa 50265

Phone 515-222-0827 Fax 515-222-0834

Agreement of Service **AGREEMENT TO ESTABLISH AND OPERATE AN ALTERNATIVE OPTIONS EDUCATION SCHOOL PROGRAM**

This Agreement to Establish and Operate an Alternative Options Education School Program ("Agreement") by and among **Clarinda Community School District** and **Iowa NET High Academy LLC** is an agreement to permit the District and Iowa NET High Academy to jointly make efficient use of their powers by enabling them to establish and operate an alternative options program pursuant to Iowa Code Section 280.19A.

THE PARTIES AGREE as follows:

1. **PARTIES.** The parties to this Agreement are as follows:

A. **Clarinda Community School District** ("District") is an Iowa school district organized and existing under the provisions of *Iowa Code* Chapter 274. It is located in Page County, State of Iowa, with its mailing address currently located at 423 E Nodaway, Clarinda Iowa 51632.

B. Iowa NET High Academy ("INHA") is a limited liability corporation with its principal office located at 1801 Fuller Road, West Des Moines, Iowa 50265.

2. **PURPOSE.** The purpose of this Agreement shall be to provide a means by which the parties may jointly and cooperatively provide greater educational opportunities for students, particularly for at-risk students, by exercising powers, privileges and authority to operate an alternative school program pursuant to Iowa Code Section 280.19A. The educational program operated pursuant to this Agreement shall be deemed an educational program of the **Clarinda Community School District** for students who reside in, are open enrolled into, or are tuitioned into the District.

3. **PROGRAM DESCRIPTION.** The District wishes to provide innovative services to students who have dropped out of all traditional educational programs offered by **Clarinda Community School District**. INHA has an innovative program which offers educational and social/emotional services to District students through the Program.

4. **NAME.** The name under which the joint and cooperative activities identified in sections 2 and 3 of this Agreement shall be carried out is "**Iowa Net High Academy LLC**" (the "**Program**").

5. **ORGANIZATION.** No separate legal entity shall be established. No joint board shall be established.

6. **DURATION.** This Agreement shall become effective October 1, 2022 and shall continue through **June 30, 2023**, or until earlier terminated as herein provided.

7. **ADMINISTRATION.**

A. The District shall:

- a. Establish student identification criteria and procedures for students to participate in the Program.
- b. Establish and implement evaluation criteria and procedures and performance measures for students who participate in the Program. This will include: determining credits/courses needed for the student to graduate, alignment of the courses to the **Clarinda Community School District** handbook and input from the HS deans and /or administrators.
- c. Establish the budget for implementing the Program.
- d. Establish the qualifications required of personnel delivering services through the Program.
- e. Identify eligible students to participate in the Program and refer such students to the Program, at the District's discretion.
- f. Establish a plan for students who participate in the Program to return to the regular District programs.
- g. Establish and maintain a plan for dropout prevention and integration of students who participate in the Program into the District's regular educational program.
- h. Assist INHA with the design of and approve INHA's staff in-service plan.
- i. Review and approve INHA staff utilization plans.
- j. For each student, identify and communicate the required coursework and benchmarks, according to District standards, to INHA.
- k. Prepare and submit all reports to the State Department of Education.
- l. Designate the Program as a dropout prevention initiative.
- m. Designate one individual who shall serve as District Coordinator and shall be the primary interface with the INHA Director and other INHA staff for provision of services under this Agreement.

B. INHA shall:

- a. Assist and cooperate with the District, as requested, in satisfying the District's responsibilities identified in section 7(A) of this Agreement.
- b. Design a Personalized Learning Plan ("PLP") for each student as required to meet or exceed District educational standards and provide the District with periodic (as mutually agreed upon) progress reports under the PLP for each student enrolled in the Program.
- c. Employ staff to implement the PLP with each student who meets the criteria and qualifications established by the District. INHA shall be responsible for conducting criminal, sexual registry, child abuse, and dependent adult abuse background checks on all staff that it provides under this Agreement, and shall not permit any individuals who do not meet the District's standards for background checks to provide any services under this Agreement. INHA shall immediately replace any staff member who is deemed to be unsuitable by the District for any reason not contrary to law.
- d. Provide all instructional materials to implement the PLP with each student. Such materials are subject to approval by the District.
- e. Provide a staff utilization plan for review and approval by the District.
- f. Establish and obtain approval of the District for staff in-service plans.
- g. Designate one individual who shall serve as INHA Director and shall be the primary interface with the District Coordinator and other District staff for provision of services under this Agreement.

C The relationship of the parties shall be one of mutual cooperation in fulfilling the responsibilities under this Agreement. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent contractor. In no event shall either party be liable for the debts or obligations of the other party. INHA is the employer of the staff providing the services under this Agreement and is responsible for all employment-related obligations in connection therewith, including but not limited to payment of wages and any benefits due the staff members and related employment taxes. Such staff shall not be considered employees of the District for any purpose.

8. **FEES.** In each summer covered by this Agreement, the District shall pay to INHA the current regular program district cost per pupil as defined in Iowa Code section 257.10(1-2) ("RPDCPP") for each student participating in the Program, prorated on a monthly basis as provided herein, for each month services are provided to the student. The District shall pay

1/10 of the RPDCPP per student for June and for July to INHA on the first day of each month, beginning on July 1 and ending on August 1 of each year.

In each academic school year covered by this Agreement, the District shall pay to INHA the current regular program district cost per pupil as defined in Iowa Code section 257.10(1-2) ("RPDCPP") for each student participating in the Program, prorated on a monthly basis as provided herein, for each month services are provided to the student and through May of the school year the student starts as long as the student remains or graduates through INHA programming. The District shall pay 1/10 of the RPDCPP per student to INHA on the first day of each month, beginning on September 1 and ending on June 1 of each year.

The District shall communicate the amount of the RPDCPP to INHA no later than July 1 of each year.

9. **SPECIAL EDUCATION.** The District shall remain responsible for ensuring the special education instructional and related services offered to its students through the Program provides a free and appropriate public education pursuant to federal and state law. INHA has qualified teachers to provide the specially designed instruction and monitor IEPs for Program students. An agreement will be made between the parties on a case-by-case basis regarding which entity (District or INHA) will provide the special education and related services for each student.

10. **WITHDRAWAL OF STUDENT.** If a student withdraws from the Program during the school year, the District shall be obligated to pay INHA for services through the end of the month in which the student withdraws.

The District shall determine the date of withdrawal for each student enrolled in the program and promptly shall provide written notice to INHA of the date of such withdrawal. If INHA is advised by the student of withdrawal, INHA shall immediately notify the District in writing of such withdrawal. If a student misses three (3) consecutive scheduled learning sessions, INHA promptly shall provide the District with said dates of absence, the reason given for the absence, if any, and a description of efforts made to contact and re-engage the student in the Program. INHA shall continue re-engagement efforts until the District notifies INHA of the student's withdrawal.

11. **HOME DISTRICT.** Students participating in the Program continue to be enrolled in the District (the district of residence, the district of open enrollment, or the district into which the student is tuitioned). Students are subject to the testing requirements, graduation requirements and disciplinary procedures of the District. Students will be allowed to participate in activities in the District in accordance with the eligibility rules of the District.

12. **TERMINATION.** Either party may terminate this Agreement by providing sixty (60) days' written notice to the other party. INHA shall cease to provide services upon the date of termination. District is responsible for payment of services through the date of termination.

13. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement contains the entire agreement of the parties with respect to the subject matter herein. This Agreement may be amended by a written instrument approved by both parties.

14. **BINDING EFFECT.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party.

15. **EXECUTION IN COUNTERPARTS.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

16. **SEVERABILITY.** If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

17. **NOTICES.** All notices under this Agreement must be in writing addressed to the INHA Director or the District Coordinator and shall be deemed given when either personally delivered, transmitted by confirmed facsimile or electronic mail or when received by certified mail.

18. **APPLICATIONS OF LAWS, RULES AND REGULATIONS.** The parties agree to comply with all state, federal and local laws and regulations and all state and federally required ordinances, policies, rules, guidelines and procedures.

19. **INDEMNIFICATION.** To the extent permitted by law, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, and agents, from and against any and all claims, actions, judgments, liabilities, damages, losses and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with; (a) any negligence by the indemnifying party or its employees or agents; (b) any breach of this Agreement by the indemnifying party or its employees or agents; and/or (c) any violation of law or right of a third party by the indemnifying party or its employees or agents. If a suit, action, arbitration or other proceeding is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the prevailing party, including those incurred on appeal. This section shall survive termination of this Agreement with respect to any obligations incurred prior to termination.

20. **PROPERTY.** Each party's property used in connection with this Agreement, including facilities, curriculum, textbooks, instructional material, and other similar items, shall remain the property of the respective party.

21. **CONFIDENTIALITY.** The parties will keep confidential all student records as required by state and federal law, provided, however, that neither party is relieved of mandatory obligations that they might have to report suspected abuse or neglect. INHA agrees that any student information that it acquires under this Agreement will be used only for the intended purpose and will not be disclosed to any third party except as in accordance with law.

22. **INSURANCE.**

A. The parties shall each maintain the following insurance which shall stay in force throughout the term of this Agreement.

1. Workers' Compensation and Employer's Liability Insurance as prescribed by Iowa law with minimum limits shown below;

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|----|---------------------------|-------------------------|
| a. | Iowa Benefits - | Statutory |
| b. | Employers Liability | |
| | Bodily Injury by Accident | \$500,000 Each Accident |
| | Bodily Injury by Disease | \$500,000 Each Accident |
| | Bodily Injury by Disease | \$500,000 Each Employee |

2. Commercial General Liability Insurance combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

- | | |
|---|-------------|
| General Aggregate Limit | \$2,000,000 |
| Products-Completed Operations Aggregate Limit | \$2,000,000 |
| Personal & Advertising Injury Limit | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Fire Damage Limit (for any one fire) | \$ 100,000 |
| Medical Damage Limit (any one person) | \$ 5,000 |

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate Per Location Endorsement.
- b. Personal and Advertising Injury
- c. Operations by independent contractors
- d. Contractual Liability coverage
- e. Sexual Abuse and Molestation Liability with limits of \$1,000,000 each claim and \$2,000,000 aggregate,

3. Automobile Liability Insurance covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
4. Insurance Certificates. Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa. These insurance policies shall not be canceled without at least 30 days prior written notice. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to each party prior to the commencement of this Agreement.

23. **TRANSPORTATION.** The parties will cooperate with each other and each student enrolled in the Program to provide transportation services for the student.

24. **GOVERNING LAW/FORUM.** This Agreement shall be construed and governed under the laws of the State of Iowa. The parties agree that any litigation arising under this Agreement will be maintained in the appropriate federal or state court for **Page County**, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this instrument by their respective duly authorized officers.

Iowa Net High Academy, LLC

Clarinda Community School District

Dann Stevens, CEO

Board President

Date _____

Date _____