

AGREEMENT FOR ENROLLMENT IN RISING HOPE ACADEMY THERAPEUTIC CLASSROOM

This Agreement is entered into this 11th day of May, 2022, by and between Clarinda Community School District (“Host District”) in partnership with the Clarinda Community School District (“District”).

WHEREAS, the District and Host are school corporations organized and existing under the laws of the State of Iowa; and

WHEREAS, the Host has the authority to provide certain programs and services to local school districts under Iowa Code § 273.2; and

WHEREAS, the AEA has established a Therapeutic Classroom (“Program”) located within the Clarinda Community School District (“Host District”); and

WHEREAS, the District wishes to enroll one or more of its students in the Program provided by the (“Host District”);

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Administration. No separate legal or administrative entity is created for the governance or administration of the terms or subject matter of this Agreement.
2. Purpose. The purpose of this Agreement shall be for one or more District students to enroll in the Program, which is designed to provide comprehensive services in a highly structured setting to students with significant mental health and/or behavioral needs.
3. Term of Agreement. The term of this Agreement shall commence **May 12, 2022** and shall terminate on **June 30, 2022**.
4. AEA Responsibilities
 - a. The AEA shall employ, train, and supervise staff sufficient to serve a maximum of eight (8) students per day from Monday through Friday. All Program staff shall be AEA employees and shall not be considered employees or independent contractors of the Host District.

- b. The AEA shall establish a “per diem pupil cost” based on actual and allowable special education and general education costs for each District student.
- c. The host district shall bill the District for the costs associated with each student enrolled on a semester basis. For the 2021-22 school year this cost shall be \$230 daily unless otherwise negotiated.
- d. The AEA shall ensure that Program services are provided by qualified personnel in a professional manner, and the safety of students shall be promoted at all times.
- e. The AEA shall conduct background checks for each employee providing Program services hereunder in accordance with federal and state law. Such background checks shall include, but are not limited to, criminal, child and dependent adult abuse, and sex offender registries. The AEA shall make all records relating to background checks available to the District upon request.
- f. The AEA shall provide supervision, necessary and appropriate instruction, related services, and counseling for students referred to the Program in accordance with the rules of the Iowa Department of Education and the students’ IEPs, if applicable.
- g. The AEA shall report appropriate data, as required, to the District.
- h. The AEA shall cooperate with the District to provide for planning, daily communication, and coordination between the Parties, the students, and the students’ families.
- i. The AEA shall cooperate with the District to identify, screen, and select students for enrollment in the Program.
- j. The AEA agrees to comply with the confidentiality requirements of Iowa Code Chapter 22 (Iowa Public Records Law), 42 U.S.C. § 1232g et seq. (FERPA) and other laws that protect the privacy of students and their families.
- k. As required by law, access to records of each student by any Party to this Agreement shall be based expressly on the need to know for an educational purpose unless disclosure of the records is permitted by law.
- l. The AEA shall comply with all applicable laws, regulations, policies, and rules, and shall cooperate with the Parties to ensure that all required services and responsibilities are provided and that the Program is operated in compliance with applicable state and federal law, including, but not limited to, Section 504 of the Rehabilitation Act, the Individuals with Disabilities Education Act, Iowa Administrative Code Chapter 281, Iowa Code Chapter 22, and FERPA.

5. District Responsibilities

- a. The District shall promptly pay the host district upon receipt of invoices for its share of Program costs based on District student enrollment in the Program.
- b. The District shall cooperate with the AEA to provide for planning, daily communication, and coordination between the Parties, the students, and the students' families.
- c. The District shall cooperate with the AEA to identify, screen, and select students for enrollment in the Program.
- d. The District shall provide transportation for its students to and from the Program in accordance with law.

6. Liability Insurance. All Parties shall carry liability insurance for protection from any liability arising out of operation of the Program. Liability policies shall have limits of not less than \$1,000,000 occurrence and \$3,000,000 General Aggregate. The policies shall be issued by insurance companies and in forms satisfactory to the insured and shall provide for at least thirty (30) days' written notice to the other party before cancellation.

7. Indemnification. To the extent permitted by law, each Party will indemnify and hold harmless the other Party from and against any and all losses, costs, damages, and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, such Party's negligence or willful misconduct in the performance of its duties under this Agreement, such Party's violation of any applicable law or right of a third party, and/or such Party's breach of this Agreement. The provisions of this section shall survive termination of this Agreement with respect to any damage or injury occurring prior to such termination. Each Party shall notify the other Party of any claim or any potential claim arising out of the operation of this Agreement as soon as practical following knowledge of the claim or potential claim.

8. Cost Recovery. In the event that it shall become necessary for any Party to institute legal proceedings against any other Party for recovery of any amounts due and owing under this Agreement, it is expressly agreed that the prevailing Party in any such action shall be entitled to recover from the non-prevailing Party all costs related to such collection, including reasonable attorney fees and all

expert witness fees incurred during pre-suit collection attempts, suit, and post judgment, appeal, or settlement collection. This section shall survive termination of this Agreement.

9. Property. Any personal property purchased by the Parties shall be and remain the property of each such party. Each party shall insure their own personal property. Upon termination of this Agreement, the Parties shall have sole custody and use of their respective property. It is not contemplated that another real property will be acquired or held for the purpose of carrying out the terms of this Agreement, however, the Parties may enter into leases or sublease arrangements for facilities to house the Program as needed.
10. Notice. 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 following addresses until otherwise notified:

To District:

Chris Bergman, Superintendent
Clarinda Community School District
100 N. Cardinal Dr.
Clarinda, IA 51632

To Host District:

Chris Bergman, Superintendent
Clarinda Community School District
100 N. Cardinal Dr.
Clarinda, IA 51632

11. Binding Effect. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.
12. Entire Agreement - Amendment. This Agreement contains the entire understanding between the Parties and cannot be changed or terminated orally but only by an agreement in writing executed by all Parties.

13. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
14. Headings. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.
15. Governing Law; Forum. The Parties consent to the jurisdiction of the Pottawattamie County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement shall be governed by Iowa law.
16. Independent Contract. 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 parties to a cooperative relationship. In no event shall a party be liable for the debts or obligations of another party.
17. No Waiver. No waiver of the breach of any terms or conditions of this Agreement shall constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.
18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

Clarinda Community School District

By Darin Sunderman

Name Darin Sunderman May 19 2022
Board President

By Nancy McKinnon

Name _____
Board Secretary