

## TUITIONING AGREEMENT

COME NOW, the parties hereto, the Clarinda Community School District, hereinafter “Clarinda” and the South Page Community School District, hereinafter “South Page”, and agree to the following tuition sharing arrangement as authorized by Section 256.13 and Iowa Code Section 280.15 Code of Iowa:

1. TERM: The term of this Agreement shall be for one (1) year consisting of the 2021-2022 school year. The Agreement shall commence on July 1, 2021 and shall terminate on June 30, 2022. This agreement shall be reviewed by each district no later than April 30, 2022 and the South Page school calendar will be aligned with the Clarinda school calendar.
  
2. STUDENTS AND SERVICES INVOLVED:
  - a. Students: This Agreement shall cover the regular program student population of South Page in grades 9 through 12 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. Arrangements for special education students will be separately made by South Page. If South Page special education students are educated in Clarinda, South Page will be charged actual costs. Special education students will not be included in the head count for the purpose of payment in paragraph 3 of this Agreement.
  
  - b. Services: Services under this Agreement shall include all academic and extra-curricular and co-curricular programming in grades 9-12. South Page students in grades 9-12 will attend school at Clarinda based on each student's academic need. South Page students may also participate in non-athletic and athletic extracurricular and co-curricular activities at Clarinda. Any post-secondary enrollment opportunity costs shall be the responsibility of the resident district. Student transcripts shall be provided by Clarinda to South Page within one (1) month of the end of each semester. Both districts shall endeavor to adopt a common school calendar. Clarinda will use its best efforts to arrange its high school class schedule to provide classes as requested by South page while balancing the need to have a schedule which also accommodates Clarinda resident students.
  
3. TUITION: South Page will pay Clarinda an amount equal to one hundred percent (100%) of the amount designated by the state as the regular district cost per pupil (for Clarinda) for the 2021-2022 school year based on hours of attendance, for each South Page student attending Clarinda under this Agreement. The number of South Page student participants will be counted on October 1 and on the third Friday in February. Payment will be made by South Page to Clarinda in two installments. The first installment will be payable on January 30 after receipt of invoice from Clarinda and will be calculated by multiplying the number of the

South Page students in the October 1 count by 100% of the Clarinda regular district cost per pupil. The second installment will be payable on June 15 after

receipt of invoice from Clarinda and will be calculated by multiplying the number of South Page students in the February count by 100% of the Clarinda regular district cost per pupil. South Page will also be responsible for paying student book and other fees to the same extent Clarinda students are charged. South Page will keep all 9-12 Teacher Leadership and Compensation money it receives for the 2020-2021 school year and will collaborate with CCSD when applicable.

4. TRANSPORTATION: South Page shall be exclusively responsible for transporting its 9-12 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 9-12 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, 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 Transportation Report to the Department of Education multiplied by the number of miles for said activities, or such other determination of costs as may be required by law. Clarinda shall reimburse South Page 7% of total received for transportation to and from Clarinda for academic services. Payment shall be made by June 30, 2022.
5. DISCIPLINE: South Page students will be under the jurisdiction of Clarinda policies and handbook rules relating to school discipline and participation in extra-curricular activities while attending classes and participating in extra-curricular activities at Clarinda. All disciplinary or other hearings, if any, will be conducted by the Clarinda Administration and/or its Board shall administer such rules and conduct as necessary, with the exception of hearings regarding long-term suspensions (greater than ten (10) days) and expulsions. The South Page Board, as the Board of the resident district for the South Page students shall perform these hearings. When the South page Board conducts hearings regarding long-term suspensions or expulsions, the Board shall apply the Clarinda disciplinary codes, policies and regulations when and where applicable. Both Clarinda and South Page shall strive to make their respective disciplinary codes, policies and regulations as uniform as possible.
6. JOINT BOARD MEETINGS: The Boards of both districts may meet jointly once each year at a meeting jointly scheduled between the parties and shall also meet at any additional times as otherwise deemed necessary by mutual agreement.

7. COMMITTEE AND ARBITRATION: A standing committee shall be created and consist of one (1) Board representative from each District to facilitate cooperation under this Agreement. The Superintendent of each District shall be

an ex officio, non-voting member of the 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 committee for recommendation to their respective Boards for adoption as amendments or supplements to this Agreement. If the Districts should fail to agree on questions arising under or in conjunction with this Agreement, either party may request arbitration. The Districts 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 Districts' representatives and who shall issue a binding decision. Costs of representation shall be borne separately and the costs of the arbitrator shall be shared equally.

8. STAFFING: Clarinda shall be responsible to staff grades 9-12 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 District. Clarinda agrees to consider any staffing concerns raised by South Page, but the ultimate hiring and firing decisions regarding staff in grades 9-12 shall be that of Clarinda. Provisions within the staffing portion of the Agreement will be reviewed by each school district by April 30, 2022.

9. SCHOOL RECORDS: At the conclusion of the school year following graduation of South Page students, an official copy of the transcript and academic record of each graduated student and each student who has withdrawn or transferred during the preceding school year shall be maintained by Clarinda.

10. LIABILITY: Responsibility and liability of South Page for South Page students in grades 9-12 shall cease upon disembarking of students from South Page transportation and shall resume upon embarking of students upon South Page transportation at the end of the academic or extra-curricular day. Responsibility and liability for South Page students in grades nine through twelve during the academic and extra-curricular day shall rest with Clarinda. If any claim for injury is made by a student, the district transporting or supervising the student at the time of the injury shall be responsible for any payment of claims, damages, or judgements arising out of the injury. The districts agree to carry liability insurance consistent with the agreement.

11. 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.

12. AMENDMENT AND MODIFICATION: This agreement may be modified or amended only mutual written agreement of the parties hereto.

IN COMMEMORATION OF THIS AGREEMENT the Presidents of the respective Board of Directors have signed this instrument on the dates set forth below.

CLARINDA COMMUNITY SCHOOL DISTRICT

Date: \_\_\_\_\_

By \_\_\_\_\_  
Board President

SOUTH PAGE COMMUNITY SCHOOL DISTRICT

Date: \_\_\_\_\_

By \_\_\_\_\_  
Board President