



**ADMINISTRATION OFFICE**

303 Wambold - PO Box 30 - Winterset, IA 50273-0030  
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Justin Gross., Superintendent  
Cammy Leners, Business Manager/Board Secretary

**Agreement for Enrollment of Nonresident Students**

This Agreement between the Exira-Elk Horn-Kimballton Community School District (herein after “EEHK”) and the Winterset Community School District (hereafter “WCSD”), is to allow the enrollment of students in the Heartland Area Education Agency (hereafter “Heartland”) therapeutic classroom program pursuant to Iowa Code section 256.13.

Whereas, EEHK wishes to enroll one or more of its students in classes that are offered and available in WCSD through the Heartland program and that are not otherwise available at EEHK, and

Whereas, WCSD is willing to host and make available the Heartland programs and activities to nonresident students and allow their enrollment at a cost, and

Whereas, Iowa Code section 256.13 provides, in part, that the boards of directors of two or more school districts may by Agreement provide for attendance of pupils residing in one district in the schools of another district for the purpose of taking courses not offered in the district of their residence.

It is hereby agreed that

1. This Agreement shall be effective July 1, 2024 and shall be in full force for the 2024-2025 school year and shall automatically renew on each successive July 1 for another one-year term unless a notice of termination is delivered from one Board to the other Board on or before April 30, or this Agreement is terminated during any one-year term by the joint agreement of the parties.
2. EEHK agrees to pay tuition/actual costs to WCSD for the students’ enrollment in the Heartland program. For students served pursuant to an IEP, the billing shall be computed by determining **actual costs** for providing educational services (special education support including but not limited to employee compensation, mileage, staff technology and supplies) and charged on a per diem basis. General education students will be billed at the state cost per pupil from the prior year on a per diem basis. In addition, EEHK agrees to pay actual costs of Heartland program administration (including but not limited to on-site administrator salary and benefits) on a per diem basis. Administration costs shall not be considered special education costs. Payments shall be made in two (2) installments. First semester estimated payment will be payable on January 30; the second semester payment will be payable on or before June 30.
3. Students shall be responsible for ordinary fees charged by WCSD. Parents/Guardians will be charged for damages caused by their student to facilities, equipment and supplies. The resident district (EEHK) will be responsible for reimbursement and/or replacement of educational equipment (including but not limited to laptop computers) if costs cannot be recouped from parent/guardian.

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Jared McDonald, President    Malcolm Cortner, Vice President    Gina Robinson, Director    Emily Rethmeier, Director    Tim Mohs, Director

4. By signing this agreement, the resident school district is responsible for payment of all days the student is enrolled in the Heartland program, including any days that the student is not in attendance. The resident district is responsible for full-day payments during times when the student is attending less than full-days.
5. If statutory changes or additions, i.e. state incentives for such sharing, mandate adjustments in the payments required pursuant to this Agreement, addenda shall be executed to bring the Agreement into compliance with statutory requirements.
6. Transportation of EEHK students to and from the Heartland program will be determined by EEHK and will not be the responsibility of WCSD. Other transportation shall be provided by WCSD the same as it currently does for its own students attending the same classes as the EEHK students.
7. Heartland shall be contracted for the instruction and other school sponsored programs for both EEHK and WCSD students in the classes and activities attended by students. EEHK students shall be allowed equal consideration and access to all such classes and school sponsored programs as deemed appropriate by the IEP team. It is the intention of the respective parties, hereto, that EEHK students have the same rights and responsibilities as WCSD students.
8. The instructional program and classes shall be as provided by Heartland and as mandated by Iowa law.
9. EEHK students shall be under the jurisdiction of and the responsibility of WCSD while in attendance at the Heartland program. EEHK students shall be subject to the same academic, disciplinary, and other additional requirements that apply to WCSD resident students.
10. All applicable student discipline will be conducted by the WCSD administration in cooperation with Heartland. In the case of long-term suspensions (suspensions greater than 10 days) and expulsions, either the EEHK Board or the WCSD Board of Directors or both independently may conduct such disciplinary hearings.
11. If any claim for damage, injury or other loss (hereinafter "loss") is made by or on behalf of a student, the district transporting or entity supervising the student at the time of the loss shall be responsible for any payment of claims, damages, or judgments arising out of the loss and that transporting district or supervising entity shall indemnify, defend and hold harmless the non-transporting district or non-supervising entity if a claim is made against the non-transporting district or non-supervising entity for a loss which occurred while the student was under the supervision and control of the transporting district or supervising entity. Both EEHK and WCSD agree to carry liability insurance or otherwise contract for coverage of claims consistent with this Agreement.
12. WCSD reserves the right to terminate the agreement if the Heartland program indicates that the students' needs are beyond their capacity to support. In such cases, WCSD will provide the resident district, in writing, 10 school day notice prior to termination of services.
13. This Agreement may be modified only by mutual consent of the districts.

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- 14. As necessary, the Boards of Directors of both districts shall meet jointly to discuss matters of mutual concern and/or benefit.
- 15. Should any court of competent jurisdiction rule that any part of this contract is illegal or contrary to law, those portions of this Agreement not illegal or contrary to law shall continue in full force and effect between the parties.
- 16. This Agreement represents the entire Agreement between EEHK and WCSD. Any subsequent changes or modifications to the terms of this Agreement shall be considered and approved in accordance with Section 12 and must be in the form of a duly-executed amendment to this Agreement.
- 17. IN WITNESS WHEREOF, the parties being duly authorized by their respective Boards of Directors, have caused this Agreement to be executed on the dates set out below.

**For Exira-Elk Horn-Kimballton Community School District**

By: \_\_\_\_\_  
[Board President]

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

By: \_\_\_\_\_  
[Board Secretary]

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

**For Winterset Community School District**

By: Jared McDonald  
[Board President]

Date: 9-30-24

By: Catherine Senere  
[Board Secretary]

Date: 9-30-24

**PLEASE SEND ONE SIGNED COPY TO:**

Winterset Community School District  
Attn: Justin Gross– Superintendent  
PO Box 30  
303 Wambold Drive  
Winterset, IA 50273

**BOARD OF EDUCATION**