

AGREEMENT TO REIMBURSE FOR STUDENT MEMBERSHIP  
for ALC Learning Year 19-20 (Targeted Services or Satellite) Programs with

Rushford - Peterson  
District Name

239  
ISD No.

This Agreement is entered into this 15<sup>th</sup> day of July, 2019 by and between the Independent School District (*insert Name, ISD No., City,*) Minnesota, hereinafter referred to as the "Member School District," and the Hiawatha Valley Education District, hereinafter referred to as "HVED." The Member School District and HVED are hereinafter collectively referred to as the "parties" and individually as a "party."

WHEREAS, HVED provides the Total Learning Year Programming for all HVED member districts. This programming is inclusive of and dependent on approval of staffing, curriculum, interventions, progress monitoring, and completion of individual student continuous learning plans; and

WHEREAS, HVED does not provide staffing for Targeted Services and ALC Satellite Programs (the "Programs") offered at schools located within its individual member districts; and

WHEREAS, the Member School District is a member of HVED and wishes HVED to offer the Programs within one or more of its schools

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the payment of certain monetary sums, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Member parties agree as follows:

Section 1. Purpose:

The purpose of the Agreement is to provide for licensed and non-licensed staff to provide educational services at the Targeted Services and ALC Satellite Programs offered by HVED in one or more school buildings located within the Member School District.

Section 2. Student Membership Agreement:

*Subsection 1. Educational Services:* The Member School District will provide one or more teachers, if warranted, and one or more paraprofessionals, if warranted, to provide educational services to students participating in the Targeted Services (grades K-8) and ALC Satellites (grades 9-12 through age 21) who meet the requirements for participation in the program, as determined by HVED at its sole discretion. The total number of Member School District employees providing services in the Programs and the total number of service hours provided by such employees will be determined by the parties, based on student enrollment in the Programs. The parties agree that the total number of Member School District staff providing services in the Programs shall be consistent with any staffing ratios prescribed by law. To maintain staffing ratios, the Licensed Program Administrator should monitor student membership on a daily basis. An increase or decrease in student membership may require a budget amendment. HVED will respond to this budget amendment request within ten (10) calendar days.

*Subsection 2. Employment of Qualified Staff:* The Member School District warrants and agrees that the individual(s) assigned to provide services in the Programs hold(s) all licenses required to provide such services, including, but not limited to, any license required by the Minnesota Department of Education and Minnesota Board of Teaching. If no license is required to provide the services, the Member School District warrants and agrees that each individual assigned to provide services in the Programs is otherwise qualified to provide those services. The Member School District shall provide HVED with a

copy of the each such individual's current license(s) or, for non-licensed positions, other proof of qualifications before he or she begins to provide services in the Programs. The Member School District shall provide HVED with additional copies of the licensure or other proof of qualification upon request. A current criminal background check pursuant to the Member School District's policies and procedures for each employee assigned to perform the services is required to be on file with the Member School District and available to HVED upon request. This expense is not covered by HVED.

*Subsection 3. Program Location:* The Member School District is solely responsible for providing an appropriate space for the Programs within the Member School District at no cost to HVED. The Member School District will ensure that the services are provided to students in a classroom in the school district in which the student attends, or else in a room that is essentially equivalent to the regular education classroom. The Member School District will ensure that the atmosphere in which the services are provided is conducive to learning and meets the students' special physical, sensory, and emotional needs.

*Subsection 4. Administrative Support:* Pursuant to the ALC Learning Year Program Guidebook, HVED will provide administrative support for the Programs. The parties agree that educational records created, collected, and maintained pursuant to this Agreement (i.e. attendance and academic records, signed Continuous Learning Plan (CLP)) will be entered per the current ALC Learning Year Program Guidebook for Member District ALC Satellites on site and ALC Targeted Services on site by the Member District and maintained subject to Subsection 6 of this Paragraph and applicable laws. The Member District is solely responsible for retaining all attendance records. This information will be required in the event of an audit. HVED further agrees to complete necessary state reports and provide programming updates at HVED Superintendents' or Principals' Advisory Council meetings.

*Subsection 5. Programming:* The Member School District will provide and utilize approved curriculum, programming, and other instructional materials for the Programs in cooperation with, and under the supervision of, HVED. The Member School District agrees that the services provided by its employees shall be provided in conformity with students' Individualized Education Program ("IEP")s, Section 504 Plans, Individual Family Service Plan ("IFSP")s, Individual Interagency Intervention Plan ("IIIP")s, and other educational plans and programs.

*Subsection 6. Data Privacy.* All data collected, created, received, maintained, or disseminated in any form, for any purposes by the activities of the Member District because of this Agreement are governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (as amended) ("MGDPA"), the Minnesota Rules promulgated pursuant to the MGDPA, the United States Family Educational Rights and Privacy Act (as amended) ("FERPA") and its implementing regulations, and/or other applicable State and Federal laws. The parties agree that such data must be maintained and released only in accordance with the provisions of those laws.

**Section 3. Reimbursement for Student Membership:** HVED will reimburse the Member School District for the services provided by its employees based on eighty percent (80%) of student membership minus ten percent (10%) for program administration and minus ten percent (10%) withheld for program reserve.

*Subsection 1. Invoice for Membership.*

**For June summer programming:** All membership must be reported to HVED by June 30, 2019. HVED will enter and process membership reports to calculate payments by July 31, 2019. Payments to the member district would be made by August 31, 2019 or the latter of when MDE finalizes membership hours for payment

**For July and August summer programming:** All membership must be reported to HVED by September 30, 2019. HVED will enter and process membership reports to calculate payments by October 31, 2019.

Payment to the member district would be made by November 30, 2019 or the latter of when MDE finalizes membership hours for payment.

**For school year programming:** All membership must be reported to HVED by May 31, 2020. HVED will enter and process membership reports to calculate payments by June 30, 2020. Payment to the member district would be made by July 31, 2020 or the latter of when MDE finalizes membership hours for payment.

The Member School District will submit an invoice for grades K-8 to [TargetedServices@hved.org](mailto:TargetedServices@hved.org). For grades 9-12 the Member School District will submit an invoice to [SatelliteServices@hved.org](mailto:SatelliteServices@hved.org) at HVED for the cost of all services provided during the submission period. The invoice will identify the employees, by name, position, and grade level served, who provided services pursuant to this Agreement during that submission period as well as the number of hours of services provided. All final invoices for any HVED Learning Year Program must be received by HVED no later than June 15 of the school year in which the services were provided.

*Subsection 2. Payment of Invoice.* HVED will pay Member Districts for services provided based on eighty percent (80%) of student membership minus ten percent (10%) for program administration and ten percent (10%) for program reserve. HVED may ask member districts to issue an adjusted invoice to reflect maximum reimbursement generated by student membership for the current billing cycle. Except in the event of a good faith dispute, HVED shall pay the Member School District the amount invoiced pursuant to this Paragraph within forty-five (45) days of its receipt of the invoice. Except as may be provided in any court order, HVED shall not be required to pay any interest, fee, penalty, or surcharge for any untimely payment.

*Subsection 3. Employment of Staff.* The Member School District is solely responsible for payment of all wages and other compensation to the employees it assigns to perform services pursuant to this Agreement. No withholding or deduction for State or federal income taxes, FICA, FUTA, or other State or federal employment taxes, will be made by HVED from the payments due to the Member School District. It is the Member School District's sole obligation to comply with all federal and State tax laws.

*Subsection 4. Adjustment of Cost.* HVED will receive General Education Revenue to cover the costs of any student enrolled in an HVED Learning Year Program. Any adjustments will be determined by the HVED Executive Director. Any excess revenue within the HVED Learning Year Program will be retained by HVED for use within the Learning Year Programs and communicated to the HVED Superintendents' and Principals' Advisory Councils.

*Subsection 5. Effect of Termination.* Upon expiration or termination of this Agreement, HVED shall only be obligated to pay the Member School District for the services actually provided before the expiration or termination of the Agreement.

**Section 4. Duty to Cooperate:** The parties agree to cooperate to maximize the effectiveness of the Programs and ensure that appropriate educational services are provided to students participating in the Programs. The HVED Superintendents' and Principals' Advisory Councils will meet regularly to review the programming. The parties agree that HVED will have the final decision with respect to programming, services, and other components of the Programs.

**Section 5. Duration and Termination of Agreement:**

*Subsection 1. Duration:* This Agreement will be effective for from June 1, 2019, through May 31, 2020.

*Subsection 2. Mutual Termination:* This Agreement may be terminated by the mutual consent of the parties with the written approval of the HVED Board of Directors and the Member School District's

School Board, as evidenced by the passage of an appropriate resolution in accordance with any and all state statutes that govern Education Districts in the state of Minnesota.

*Subsection 3. Renewal.* This Agreement shall automatically renew for subsequent one year terms, if no updates are required, commencing on June 1 of the year following the expiration of the Agreement and any such subsequent one-year term, on the same terms described herein. Upon annual review, the Agreement will be reauthorized with appropriate updates. HVED requires written notice from the Member District by the preceding March 1 that the Member School District wishes to discontinue this Agreement.

*Subsection 4. Early Termination.* Either party may terminate this Agreement at any time, with or without cause, by providing the other party sixty (60) calendar days written notice.

**Section 6. Amendments:** No amendments shall be made to this Agreement except in writing signed by the Chair of the HVED Board of Directors, Executive Director of HVED, and the Member School District's School Board Chair and Superintendent, and approved by the respective Boards.

**Section 7. Relationship of the Parties:** Nothing contained in this Agreement is intended to create, or should be construed as creating, the relationship of, employee, co-partners, or joint ventures between or with HVED. Neither the Member School District nor any of its employees, owners, agents, or representatives shall be considered an officer, employee, or agent of HVED by virtue of this Agreement. It is the intent of the parties that the relationship created between the parties by virtue of this Agreement is that of an independent contractor.

The Member School District shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide the services, subject to applicable professional standards, HVED's policies and program guidelines, the terms of any IEP or 504 plan, and all applicable state, federal, and local laws, rules, regulations, and ordinances.

**Section 8. Miscellaneous:**

*Subsection 1. Equal Drafting.* This Agreement must be construed to have been drafted equally by the parties.

*Subsection 2. Responsibility for Costs.* Except as expressly provided in this Agreement, each party shall be responsible for its own costs, expenses, and attorney's fees associated with this Agreement or any related matters, including enforcement of this Agreement.

*Subsection 3. Enforcement.* Failure to insist on compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed a waiver or relinquishment of any right or power at any other time.

*Subsection 4. Nondiscrimination.* While this Agreement is in effect, the Member School District agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, creed, national origin, or other characteristic protected by state or federal law prohibiting discrimination be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

*Subsection 5. Third Parties.* This Agreement does not create any rights, claims or benefits to any person that is not a party hereto nor create or establish any third party beneficiary.

*Subsection 6. Voluntary Agreement.* All parties have voluntarily signed this Agreement. No party has been threatened, coerced, intimidated, or otherwise forced to sign this Agreement by any other party, any officer, employee, director, agent, representative, or attorney of any other party, or any other person or entity acting on behalf of any other party.

**By signing below, each party specifically acknowledges that it has read this Agreement, that it has had an opportunity to review this Agreement with legal counsel, that it understands this Agreement, and that it agrees to be legally bound by all terms of this Agreement.**

THEREFORE, this Agreement was entered into on the date indicated above.

HIAWATHA VALLEY EDUCATION DISTRICT

\_\_\_\_\_  
Chairperson Executive Director  
INDEPENDENT SCHOOL DISTRICT Name \_\_\_\_\_ ISD No. \_\_\_\_\_

\_\_\_\_\_  
Chairperson Superintendent