



2025-2026 Service Agreement

between


Keystone Area Education Agency

and

New Hampton Community School District

Keystone Area Education Agency, hereinafter referred to as KAEA, and New Hampton Community School District, hereinafter referred to as the District, hereby enter into an agreement for services as outlined in the service plan summary to be provided between July 1, 2025 and June 30, 2026.

Scope of the Work will be as follows:

 Summary of Estimated Costs for New Hampton		
Support Category	Total Days	Total Cost
Literacy	12	\$11,064.00
Math	0	\$0.00
Science	0	\$0.00
Social Emotional Behavioral Health	0	\$1,039.00
Computer Science	0	\$0.00
Instructional Technology	0	\$0.00
Diverse Learners	0	\$0.00
Early Childhood	6	\$5,532.00
Leadership and Infrastructure	0	\$0.00
Information Technology	0	\$120.00
Media	0	\$43,978.40
Contracted	0	\$0.00
AEA Specific (Other)	0	\$922.00
Total	18	\$62,655.40

Note: A separate agreement will also be issued for "Contracted" Support Category services, if applicable.

Roles and Responsibilities:

KAEA will:

- Assign a qualified Consultant who is licensed and experienced in providing education services in compliance with Iowa state regulations.
- Ensure that the Consultant performs duties as described.
- Provide ongoing support to the Consultant as needed.

The District will:

- Provide the Consultant with access to the necessary materials, information, and personnel required to fulfill the scope of the work.
- Ensure collaboration between the consultant and District staff to support the scope of the work.
- Pay the Agency for the services rendered in accordance with the agreed-upon payment.

The Consultant will:

- The Consultant will maintain regular and transparent communication, updates on progress, and any changes that may impact the scope of the work or delivery of services.
- The Consultant will deliver services with professional integrity and alignment to district goals.

Ongoing Professional Training for the Consultant: 10% of the consultant's time will be dedicated to planning and their own professional learning.

Employment: Any consultant(s) employed pursuant to this Agreement shall be considered the sole employees of KAEA and shall be governed by the existing personnel policies and practices of KAEA. KAEA shall have the sole authority for recruiting, hiring, training, evaluation, disciplining and terminating all such personnel.

Payment Terms: The District agrees to pay a total of **\$62,655.40** for the work outlined above. KAEA will invoice the District 25% of the contract each quarter, with payments due by September 30, December 31, March 31, and June 30. Should the district request additional support beyond the scope of this project, KAEA consultants are available at an additional rate of \$922/day. Leaders are available at an additional rate of \$1,230/day. The total cost of the services outlined in the service plan will be updated to reflect actual enrollment served once the data is available. If the changes from the enrollment served, plus the cost of any additional requested and approved support, exceed \$10,000, an amended agreement will be issued for approval.

Term and Termination: The term of this Agreement is from July 1, 2025 through June 30, 2026. This Agreement may be automatically renewed for successive one-year terms by mutual written agreement of the parties, no later than February 1, for the term beginning July 1 of that calendar year.

This Agreement may be terminated only as follows:

- Automatically at the end of the current term if the parties have not agreed to extend the contract by February 1 of the current contract year.
- By mutual written agreement executed by both parties.
- In the event of a material breach of this Agreement by either party, provided the non-breaching party provide 30-days written notice to the other party, and the other party has not cured the breach within 30 days of receipt of written notice.

Early Termination: In the event the District chooses to terminate this agreement prior to its completion for any reason other than a material breach by KAEA, the District agrees to assume full financial responsibility for the total contracted amount. This includes payment for all services rendered up to the date of termination and any remaining balance outlined in the agreement, regardless of whether those services have been completed. The District acknowledges that this provision ensures compensation for KAEA's allocation of time, resources, and opportunity costs incurred in anticipation of fulfilling the contract in its entirety.

Notices: Any notice required or permitted by this Agreement will be deemed delivered, and thus effective, when personally received, or three days after being placed in the United States Mail, postage prepaid and addressed to the parties as detailed below:

New Hampton Community School District
Attention: Jay Jurens
710 West Main Street
New Hampton, IA 50659

Keystone Area Education Agency
Attention: Stan Rheingans
1400 Second Street NW
Elkader, Iowa 52043

Dispute Resolution: Any disputes arising from or in connection with this Service Agreement will be resolved through mutual discussion and negotiation between the Chief Administrator of KAEA and the Superintendent of the District. If the Parties through their respective Boards are unable to agree as to the interpretation or operation of this Agreement, a committee made up of two members from each board, the Superintendent of the District, and the Chief Administrator of KAEA may attempt mediation. If this mediation is not successful, a dispute may be submitted to arbitration. The parties will select a single arbitrator who is willing to serve and who is knowledgeable about Iowa school matters. Each Party will pay its respective costs of arbitration including half of the arbitrator's fee and the results shall be binding.

Amendments: The "Scope of the Work" may be adjusted to reflect enrollment served changes and any additional service requested and approved. If the changes exceed \$10,000, an amended written agreement should be signed by both parties.

Governing Law: The agreement shall be governed by and construed by the laws of the State of Iowa.

Severability: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be modified to the extent necessary to be valid and enforceable, and all other provisions of this Agreement shall remain in full force and effect.

No Waiver: The failure of either of the parties to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

Assignment: Neither party may assign any right or obligation under this Agreement, in whole or in part, without the other party's prior express written consent. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assignees.

Independent Contractors: The relationship between the parties is that of independent contract. No joint venture, partnership, employment, or agency relationship exists between the parties as a result of this Agreement. Neither party has the authority to create any obligations for the other, or to bind the other to any representation, statement or document.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.



Sue Updegraff, Keystone AEA Board President

4-21-2025
Date

Jay Matthews, New Hampton Community School District Board President

Date