



School Services Secondary Type B Agreement
Gary Community School Corporation – Crossing National, Inc.
July 2019 - June 2020

This School Services Agreement (“Agreement”) is entered this ___ day of _____, 2019, by and between Gary Community School Corporation, (the “School Corporation”) and Crossing National, Inc. (the “Crossing”).

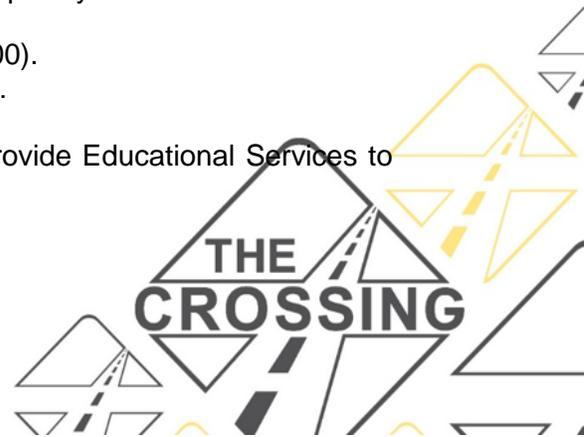
1. The Parties. The Parties to this Agreement are:

- a. Crossing. The Crossing is an Indiana non-profit corporation with its administrative office located at 2930 S. Nappanee St., Elkhart, IN 46517; and
- b. Gary Community School Corporation. Gary Community School Corporation is an Indiana public school corporation with its administrative offices located at 900 Gerry Street, Gary, IN 46406.

2. Defined Terms.

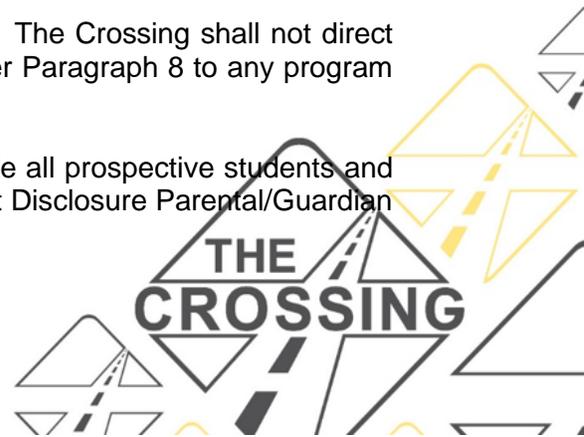
As used in this Agreement, the following terms have the meanings described herein:

- a. “ADM Amount” means the amount of funding allocated to the School Corporation for each student during an academic year, as determined by the Indiana Department of Education’s Average Daily Membership (ADM) and Complexity Index Amount, issued during each July of the Term.
 - b. “Educational Services” means: provision of academic instruction to Enrolled Students meeting the Academic Standards promulgated by the Indiana Department of Education, as amended from time to time.
 - c. “Eligible School Corporation Student” means a student who is either identified by the School Corporation as an Eligible Struggling Student, a student in need of Career Pathway courses OR a student meeting each of the following criteria:
 1. For whom the School Corporation may claim an ADM amount;
 2. Between 14 and 20 years of age
 3. Not enrolled in the School Corporation or due to:
 - a. Voluntarily dropping out of school before the Average Daily Membership Count day;
 - b. Assignment to homeschool before the Average Daily Membership ADM Count day; or
 - c. Expulsion; and
 4. Has failed to thrive in a traditional school environment
 - d. “Enrolled Students” means Eligible School Corporation Students who have enrolled at the Crossing and are in regular attendance at the Crossing.
 - e. Monthly Per Capita Fee means the Per Capita Fee divided by ten (10).
 - f. “Per Capita Fee” means the greater of:
 - i. Ninety-five percent (95%) of the School Corporation’s state-approved Average Daily Membership (ADM) and Complexity Index Amount for each Enrolled Student; or
 - ii. Five Thousand Five Hundred Dollars (\$5,500).
 - g. “Term” means July 1, 2019 through June 30, 2020.
3. Provision of Educational Services. The Crossing shall provide Educational Services to address the needs of Enrolled Students.





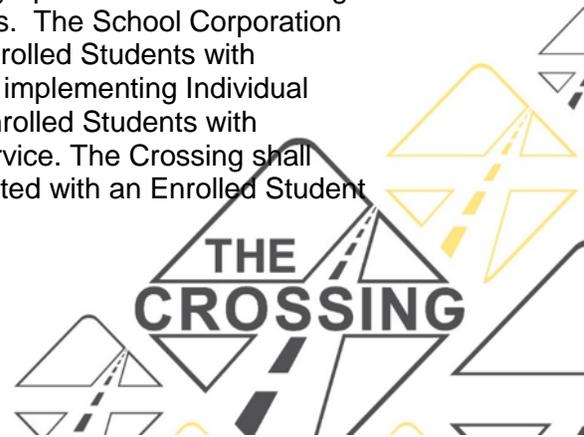
4. Obligation to Provide Information and Enroll. The School Corporation shall enroll **any** Eligible School Corporation Student, provided that the School Corporation is eligible to claim an ADM amount for such student upon the student's enrollment. Pursuant to I.C. § 20-33-2-22(b)(2), the School Corporation will provide the Crossing with a current drop out list upon the Crossing's written request.
5. Scope of Services to be provided by the Crossing. The Crossing shall function as a dropout prevention and recovery program and will provide educational services to the Eligible Students. The Crossing's instructional services are and will be aligned with the Academic Standards promulgated by the Indiana Department of Education. In addition, the Crossing agrees that the academic portion of the educational services provided pursuant to this Agreement will be provided for three (3) hours each day.
6. Accreditation. The Crossing shall maintain its accreditation with the Indiana State Board of Education for the life of this Agreement.
7. Reporting. The Crossing shall submit the following reports to the Department of Education. All other reporting requirements shall be submitted by the School Corporation.
 - a. RT (Real Time)
 - b. STN (Student Test Number)
 - c. TL (Test Lab)
 - d. TB (Text Book/Curriculum)
 - e. AT (Attendance)
 - f. CC (Course Completion)
 - g. LM (English Learner)
8. Tuition Payment. In consideration for the Crossing's provision of Educational Services to Enrolled Students, the School Corporation will pay the Crossing a tuition payment, due on or before the fifteenth of each month, calculated as follows:
 - a. The Full Monthly Per Capita Fee is due each month for Enrolled Students who:
 - i. Are enrolled at the Crossing for the entire month
 - ii. Are enrolled at the Crossing for at least fourteen (14) calendar days of the month
 - iii. Who enroll at the Crossing before the fifteenth day of the month
 - b. Fifty percent (50%) of the Monthly Per Capita Fee is due each month for Enrolled Students who:
 - i. Enroll at the Crossing after the fifteenth day of the month
 - ii. Are enrolled at the Crossing for fewer than fourteen (14) calendar days of the month
 - c. State approved ADM tuition and Complexity Index amounts are subject to change; based upon published IDOE financial updates each July.
9. School Corporation Monies Limited to Secular Purposes. The Crossing shall not direct any payments received from the School Corporation under Paragraph 8 to any program or curriculum that is religious in nature.
10. Notice of Spiritual Component. The Crossing shall provide all prospective students and their parent(s) or guardian(s) with the Spiritual Component Disclosure Parental/Guardian





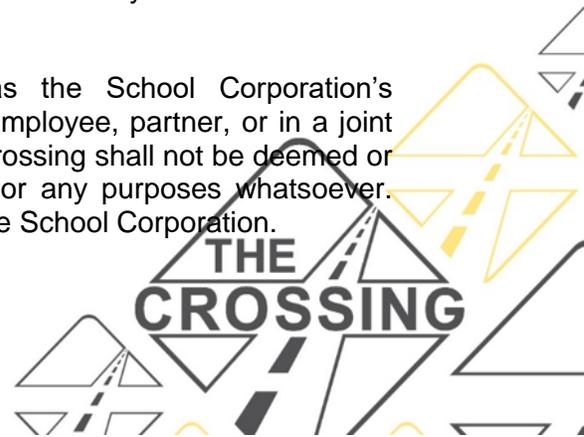
and Student Acknowledgement, attached hereto as Exhibit A, which notifies them that the “Family Time” component of the Crossing’s curriculum may be faith-based and may involve the discussion or inculcation of religion. The Crossing will not allow any Eligible Student to enroll in the Crossing without first obtaining the written agreement and consent of the student and the student’s parent or legal guardian.

11. Student Records and Recordkeeping. The holding and monitoring of all student educational records including, but not limited to, data, ISTEP+ and ECA scores, immunizations, attendance records, work permits and academic credits/transcripts for Enrolled Students will be associated with the School Corporation. The Crossing shall report student assessment and progress toward credit acquisition to the School Corporation as described in the Scope of Services to be provided by the Crossing. The School Corporation shall maintain Enrolled Students’ cumulative education records and shall provide student grade and credit accounting. Further, the School Corporation shall provide The Crossing with an educational/graduation course plan, upon initial enrollment of the Enrolled Student, and will engage in ongoing communication with The Crossing personnel to appropriately follow the provided course plan. The School Corporation will accept the grades and credits as awarded through the Crossing.
12. Compliance with Privacy Statutes. The School Corporation shall obtain all consents required by state and federal law before disclosing student information to the Crossing. The Crossing shall treat all student education records received by the School Corporation and generated through the course of its provision of Educational Services as confidential under the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities in Education Improvement Act (IDEIA). The Crossing shall abide by all FERPA and IDEIA requirements concerning the maintenance and disclosure of student education records. The Crossing shall refer any requests from third parties for access to a student’s records or to personally identifiable information contained with a student’s records to the School Corporation, and shall not disclose such records or information to third parties without the explicit written authorization of the School Corporation.
13. Transportation. Neither the School Corporation nor the Crossing is responsible to provide bus transportation for students attending the Crossing.
14. Eligible Students with Disabilities.
 - a. Enrollment Criteria. Students with disabilities may enroll at the Crossing if agreed upon by all parties at the case conference.
 - b. Approval Required. Eligible Students with disabilities may enroll at the Crossing, provided that such enrollment is approved by: (a) the case conference committee; (b) the Eligible Student’s parent or guardian; and (c) the School Corporation.
 - c. Allocation of Duties and Funding Associated with Eligible Students with Disabilities. The School Corporation shall retain any special education funding associated with an Enrolled Student with disabilities. The School Corporation shall assume all responsibilities associated with Enrolled Students with disabilities, including, but not limited to, writing and implementing Individual Education Plans (IEP’s). With regard to serving Enrolled Students with disabilities, the Crossing will act as a teacher of service. The Crossing shall participate in all case conference meetings associated with an Enrolled Student with Disabilities.





15. Student Discipline. The Crossing will operate under its own policies and guidelines regarding appropriate discipline for Enrolled Students. The Crossing maintains the right, in consultation with The School Corporation, to discipline, suspend, or expel an Enrolled Student.
16. Students Dismissed from the Crossing. If an Enrolled Student is dismissed from the Crossing, the Crossing will provide the School Corporation with written notice of such dismissal within five (5) school days and the Enrolled Student will be transferred back to the School Corporation for state reporting purposes.
17. Insurance.
 - a. Required Property and Liability Insurance Coverages. Throughout the Term, the Crossing shall maintain policies of insurance providing the following coverages, written by an insurance carrier with a minimum AM Best Rating of A-:
 1. Comprehensive general liability insurance and school leaders errors and omissions coverage, including bodily injury and property damage coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate with an insurance carrier with a minimum AM Best Rating of A-, VII. Such coverage shall protect against the acts or omissions of The Crossing, its officials, employees, and agents
 2. Auto liability coverage with a liability limit of \$1,000,000 per occurrence.
 - b. Required Workers' Compensation Coverage. The Crossing shall maintain workers' compensation coverage as required by the Indiana Worker's Compensation Act.
 - c. The School Corporation as Additional Insured. The insurance policies required by section 17(a) and 17(b) shall name the School Corporation as an additional insured, and include a waiver of subrogation in favor of the School Corporation.
 - d. Required proof of insurance. Before the start of each policy period, the Crossing shall provide the School Corporation with a copy of a certificate of insurance demonstrating compliance with this Paragraph 17.
 - e. Required notification of cancellation. The Crossing shall immediately forward to the School Corporation any notice of cancellation or non-renewal of policies providing the coverage required by this Paragraph.
 - f. Claims Submission Requirement. The Crossing shall not refuse to submit a claim to its insurance carrier or fail to pursue insurance reimbursement in a manner that would reduce the School Corporation's indemnity rights under this Agreement.
18. Indemnity. The Crossing hereby agrees to protect, indemnify, and hold harmless the School Corporation and its board members, officers, agents, attorneys, and employees from every liability, claim lawsuit, demand, right of action, loss, cost, damage or expense (including attorney's fees) for any and all injury, death, or damage of any kind which arises out of, is connected with, or relates to this Agreement and any act or omission on the part of The Crossing.
19. Independent Contractor. The Crossing shall act as the School Corporation's independent contractor. The Crossing is not an agent, employee, partner, or in a joint venture with the School Corporation. Employees of the Crossing shall not be deemed or construed to be employees of the School Corporation for any purposes whatsoever. The Crossing will share findings of a financial audit with the School Corporation.





- 20. E-Verify Compliance. Pursuant to I.C. § 22-5-1.7 (the “E-Verify Statute”), the Crossing will verify the work eligibility status of all newly hired employees of the Crossing through the E-Verify Program (“Program”) as defined in the E-Verify Statute.
- 21. Entire Agreement. This Agreement constitutes the final agreement between the School Corporation and the Crossing. No representation, promise or inducement has been made by either the School Corporation or the Crossing that is not embodied in this Agreement, and neither the Crossing nor the School Corporation shall be bound by or liable for any alleged representation, promise or inducement not specifically set forth herein.
- 22. Modification. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.
- 23. Choice of Law. This Agreement shall be interpreted according to the laws of the State of Indiana, without regard to choice of law provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day first mentioned above.

“School Corporation”

“Crossing National, Inc.”

By: _____
Emergency Manager, Gary Community
School Corporation

By: _____
Robert R. Staley, CEO

Attest:

[Additional Signature]

Date

Crossing National, Inc.
NON-DISCRIMINATION POLICY

Crossing National, Inc. admits students of any race, color, national origin, and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national origin, and ethnic origin in administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other school-administered program.

**Exhibit A to School Services Agreement
Gary Community School Corporation / Crossing National, Inc.**

