

AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into this 23rd day of March, 2021, by and between GREEN HILLS AEA ("GHAEA"), and Clarinda Community School District (the "School District").

WITNESSETH:

WHEREAS, the School District is in need of qualified personnel to provide certain educational services on an occasional, part-time basis; and

WHEREAS, GHAEA has qualified personnel who can provide the needed services to the School District.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purpose.** The parties have entered into this Agreement for the purpose of setting forth the terms and conditions relating to the School District's use of GHAEA employees to provide services to the School District.

2. **Scope of Services.** The School District shall purchase such services of GHAEA employees and for such number of days as specifically identified on Exhibit A, attached hereto and incorporated herein by reference. The school district shall provide a private space for individual therapy. GHAEA shall be responsible for assigning a GHAEA employee or employees to the School District. The GHAEA employee or employees shall perform the duties reasonably requested by the School District, and such services shall be performed at the School District's facility or facilities. Any GHAEA employee shall be considered an employee or agent of GHAEA, and at no time shall any GHAEA employee be considered to be an employee of the School District. GHAEA shall be responsible for complying with all local, state and federal tax laws relating to its employees, specifically including, but not limited to, the payment and reporting of all federal and state income tax withholding and social security taxes.

3. **Term.** This Agreement shall be effective for the 2021-22 school year, unless earlier terminated as provided herein.

4. **Termination.** Any party may terminate this Agreement if one of the other parties fails to comply with or otherwise perform its obligations as set forth in this Agreement (a "Default"), which Default continues uncured for a period of thirty (30) days after the party claiming a Default has given written notice to the other party describing the nature of the Default and demanding its cure. In addition, either party may terminate this Agreement at any time upon ninety (90) days' prior written notice to the other party.

5. **Payment.** The School District shall be responsible for paying the salary and benefits per diem paid by GHAEA to each employee assigned to the School District as set forth on Exhibit A. GHAEA shall invoice the School District semiannually in the months of January and June for services rendered.

6. **Indemnification.**

(a) The School District shall indemnify, defend and hold harmless GHAEA and its officers, directors, employees, agents and other representatives from and against any and all loss, claim, liability, damage, cost or expense (including, without limitation, court costs and attorneys' fees) arising in connection with the School District's performance under this Agreement, except those losses, claims, liabilities, damages, costs or expenses arising out of the willful misconduct of GHAEA, its employees, agents or other representatives.

(b) GHAEA shall indemnify, defend and hold harmless the School District and its officers, directors, employees, agents and other representatives from and against any and all loss, claim, liability, damage, cost or expense (including, without limitation, court costs and attorneys' fees) arising in connection with GHAEA's performance under this Agreement, except those losses, claims, liabilities, damages, costs or expenses arising out of the willful misconduct of the School District, its employees, agents or other representatives.

7. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT.

8. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Iowa as applied to contracts entered into and performed entirely within the State by residents thereof. All disputes arising under this Agreement shall be brought in the District Court of the State of Iowa in Pottawattamie County or the United States District Court for the Southern District of Iowa, Western Division, as permitted by law. The District Court of Pottawattamie County and the United States District Court for the Southern District of Iowa, Western Division shall each have non-exclusive jurisdiction over disputes under this Agreement. The School District and GHAEA each consent to the personal jurisdiction of the above courts.

(b) **Attorneys' Fees.** In the event any proceeding or lawsuit is brought by GHAEA or the School District in connection with this Agreement, the prevailing party in such proceeding shall be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal.

(c) Notice. Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or three (3) days after it is deposited in the United States mail, postage prepaid, sent certified or registered and addressed as follows:

If to the School District, to:

Clarinda Community School District
423 East Nodaway, PO Box 59
Clarinda, IA 51632
Attn: Chris Bergman

If to GHAEA, to:

Green Hills AEA
Halverson Center for Education
24997 Hwy 92
Council Bluffs, IA 51503
Attn: Kris Wood

or to such other address or person as hereafter shall be designated in writing by the applicable party.

(d) Assignment. No party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

(e) Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decision.

(f) Waiver. No waiver by either party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by either party of any right under this Agreement shall be construed as a waiver of any other right.

(g) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

(h) Entire Agreement; Modification. This Agreement constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. The terms and conditions of any invoice, purchase order or other instrument issued by the parties in connection with this Agreement which add to or differ from the terms and conditions of this Agreement shall be of no force or effect. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

(i) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

(j) Construction. This Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

(k) Headings. Section headings are used for convenience only and shall not be considered a part of this Agreement or be used to interpret the meaning of any term hereof.

(l) Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto (and their respective heirs, successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement.

(m) Remedies. The rights and remedies provided herein are cumulative and are not exclusive of any remedies that might be available to any party at law or in equity or otherwise.

(n) Waiver of Jury Trial. THE SCHOOL DISTRICT AND GHAEA EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

GREEN HILLS AEA

By: _____
Name: Dr. Connie J. Maxson
Title: Board President
Date: _____

CLARINDA COMMUNITY
SCHOOL DISTRICT

By: _____
Name: Greg Jones
Title: Board President
Date: _____

EXHIBIT A

SCOPE OF SERVICES

Services shall be provided by GHAEA for a total of 76 days (0.4 FTE) as noted below:

Master Social Worker Services

Shelby Connett –

76 days

Salary and Benefits to be determined

Plus associated travel