Clarinda Community School District Modified Allowable Growth for Dropout Prevention (MAG-DoP)





HALVERSON CENTER FOR EDUCATION

April 8, 2020

Ms. Chris Bergman, Superintendent Clarinda Community School District 423 E. Nodaway, P.O. Box 59 Clarinda, IA 51632

Dear Ms. Bergman:

Congratulations! Your district has been selected to participate in the School Based Interventionist Program for 2020-2021.

Enclosed please find the interagency contract for your review and signature. This contract states your district will 1) pay Green Hills AEA the local school cost and 2) work with the AEA.

Your district's cost is computed as follows: 3 days per week x \$7,550.00 (maximum cost per day) = \$22,650.00 (total maximum annual cost). Our business office will bill your district for this amount in January, 2021.

After your review, please sign electronically by May 1, 2020.

We look forward to working with you. Please contact me if you have questions about this agreement.

Sincerely,

Steve McPhillips

School Based Intervention Supervisor

er W. M. Philly

Agreement for School-based Interventionist Services July 1, 2020 to June 30, 2021

This Agreement is made by and between Green Hills AEA, hereinto referred as AEA, and the school Districts, hereinto referred as District, selected to participate in the program as listed in Exhibit A.

Whereas: AEA has contracted with Juvenile Court Services of the 4th Judicial District (JCS) and the Iowa Department of Human Services (DHS) for partial funding of school-based programs; and

Whereas: District desires, through application and acceptance, to participate in the program and hereby agrees to fund the remainder of the program.

IT IS AGREED THAT:

- 1. Purpose. The parties have entered into this contract to provide and fund a school-based supervision program. The program will provide and fund Juvenile Court School Liaison staff to assist youth in achieving positive self-improvement, accountability, and judgment that will enhance community safety. Services provided individual clients will reflect the needs of the child, the community, and parties to this agreement. Each District has been identified by JCS and AEA as being in need of such services because of the number of at-risk children and children under the jurisdiction of Juvenile Court. The program will be directed to primarily serve students attending middle schools but may extend, on a limited basis, to the elementary or high school level.
- Program Description. The School-based Services staff will provide on-site supervision services to students
 at the middle and/or high school levels. The program staff will deal with misbehavior in the school setting
 and truancy on an immediate basis, as well as being able to provide court assistance, family assistance
 and resource development.
- 3. Rate. Maximum program cost to District is computed at awarded number of days per week times established rate.
- 4. Annual billings. District will pay Green Hills AEA, on an annual basis, the actual expenditures, including employment costs and other benefits and compensation costs, to provide the services under this contract in an aggregate amount per section 3.
- 5. Term. The term of this contract is from July 1, 2020 to June 30, 2021, unless the contract is terminated earlier in accordance with this contract.
- 6. Control of Staff.
 - a. All staff provided by AEA under this contract will at all times be under the direct control and supervision of AEA even while its staff is performing work under this contract.
 - b. AEA is solely responsible for selecting, hiring, disciplining, firing, and compensating its staff. If District believes that any of AEA's staff has failed to perform duties in a manner that is consistent with this contract, District will notify AEA. AEA will then take such action as to investigate and, if appropriate, discipline, or reassign the staff. District has no authority to discipline or reassign AEA's staff except that District has the authority to demand that a particular staff member not be assigned to provide services under this contract.
 - c. AEA will provide for and pay all employment costs of the staff including, but not limited to, workers' compensation, health insurance, and other benefits and compensation, and will make and remit all payroll withholdings with respect to the staff, all as required by law. District will have no liability whatsoever for all such employment costs to or for the benefit of the staff. The only exception is unemployment benefit costs when incurred. The cost of unemployment benefits when incurred will be shared equally between the AEA and the district.

- AEA employees who provide services pursuant to this Agreement shall have the following minimum qualifications: Bachelor's Degree in criminal justice, social work, or education. Prior experience working with youth and families; strong verbal and written communication skills; and the ability to make connections with students, families, schools, and agencies.
- 7. District responsibilities. Each District's responsibility will be to:
 - a. provide School Based Services staff with office space, furniture and a telephone for business use;
 - develop a formal referral process that identifies the problems and the desired outcomes of at risk students to the School Based Services program, with authorization from all parties that allows School Based Services staff to review any school records of the referred student;
 - c. develop a clear set of consequences for any client referred by District for this service.
- 8. Termination. Upon ten (10) days' prior written notice to the other party, AEA or District may terminate this contract in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. District will pay AEA for services provided under this contract up to and including the date of termination.
- 9. Indemnification. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, or judgments asserted against, imposed upon, or incurred by such party which arise out of negligence, breach of contract or willful acts of such party or its employees in the discharge of their responsibilities hereunder. All indemnification obligations imposed by this section survive the termination of this contract.
- 10. Amendments. This contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this contract must be fully executed by the parties.
- 11. Severability. If a court of competent jurisdiction determines that any provision of this contract is invalid or unenforceable, such a determination will not affect the validity or enforceability of any other part or provision of this contract.

This contract represents the entire agreement between the parties and none of the parties are relying on any representation that may have been made that is not included in this contract.

AUTHORIZATION

We, the undersigned, hereby certify that we are the properly authorized officers of the organization sought to be
bound by this Agreement, and that we hereby accept the terms and conditions provided herein, or attached
hereto as supplementing any section hereof, and furthermore, attest to our authority to sign this document in
behalf of the two parties to the agreement.

School Board President	Date
Clarinda Community School District	
Board President	Date
Green Hills AEA	

EXHIBIT A

Agreement for School-based Interventionist Services July 1, 2020 to June 30, 2021

Between Green Hills AEA and the Participating School Districts

The following school districts have made the required application for School-based Interventionist Services and will receive Services as provided in this Agreement for the number of days stated at the district program cost of \$7,550.00/day per week.

District	Days per week
Council Bluffs Community School District	38
Clarinda Community School District	3
East Mills Community School District	4
Exira Elk Horn-Kimballton Community School District	2
Fremont-Mills Community School District	3
Lewis Central Community School District	10
Logan-Magnolia Community School District	5
Missouri Valley Community School District	5
Riverside Community School District	5
Sidney Community School District	5
South Page Community School District	2

AGREEMENT

THIS AGREEMENT (this "Agreement") is entered into this 14th day of April, 2020, 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. <u>Purpose</u>. 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. <u>Scope of Services</u>. 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. 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. <u>Term.</u> This Agreement shall be effective for the 2020-21 school year, unless earlier terminated as provided herein.
- 4. <u>Termination</u>. 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. <u>Payment</u>. 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. <u>Limitation of Liability</u>. 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) <u>Attorneys' Fees</u>. 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) <u>Notice</u>. 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 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) <u>Assignment</u>. 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) <u>Severability</u>. 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) <u>Waiver</u>. 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) <u>Counterparts</u>. 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) <u>Successors and Assigns</u>. 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) <u>Construction</u>. 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) <u>Headings</u>. 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) <u>Third Party Beneficiaries</u>. 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) <u>Remedies</u>. 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) <u>Waiver of Jury Trial</u>. 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: E	d Gambs
Title: Bo	ard President
Date:	
CLARIN	DA COMMUNITY SCHOOL DISTRICT
Ву:	
Name:	Greg Jones
Title:	Board President
D 4	

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 @ \$248.06 per day including FICA and IPERS = \$18,852.56
Benefits to be determined
Plus associated travel

Agreement for School-based Interventionist Services July 1, 2020 to June 30, 2021

This Agreement is made by and between Green Hills AEA, hereinto referred as AEA, and the school Districts, hereinto referred as District, selected to participate in the program as listed in Exhibit A.

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This contract represents the entire agreement between the parties and none of the parties are relying on any representation that may have been made that is not included in this contract.

AUTHORIZATION

We, the undersigned, hereby certify that we are the properly authorized officers of the organization sought to be bound by this Agreement, and that we hereby accept the terms and conditions provided herein, or attached hereto as supplementing any section hereof, and furthermore, attest to our authority to sign this document in behalf of the two parties to the agreement.

in ia Jones	Oct 29 2020
School Board President	Date
Greg Jones Clarinda Community School District	
Eduni P. Jame	Oct 27 2020
Board President - Edwin P. Gambs Green Hills AEA	Date
	(approved at the October 27, 2020, Board mtg.)

EXHIBIT A

Agreement for School-based Interventionist Services July 1, 2020 to June 30, 2021 Between Green Hills AEA and the Participating School Districts

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WITNESSETH:

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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. <u>Purpose</u>. 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.
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- 3. <u>Term.</u> This Agreement shall be effective for the 2020-21 school year, unless earlier terminated as provided herein.
- 4. <u>Termination</u>. 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.

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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. <u>Limitation of Liability</u>. 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) <u>Attorneys' Fees</u>. 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) <u>Notice</u>. 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 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) <u>Assignment</u>. 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) <u>Severability</u>. 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) <u>Waiver</u>. 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) <u>Counterparts</u>. 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) <u>Successors and Assigns</u>. 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) <u>Construction</u>. 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) <u>Headings</u>. 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) <u>Third Party Beneficiaries</u>. 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) <u>Remedies</u>. 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) <u>Waiver of Jury Trial</u>. 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:		Liver September
Name: E	d Gambs	
Title: Bo	ard President	
Date:	The second secon	
CLARIN	DA COMMUNI	TY SCHOOL DISTRICT
By:	Greg Jones	H H
Name:	Greg Jones	
Title:	Board Preside	ent
Date: A	or 15 2020	

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 @ \$248.06 per day including FICA and IPERS = \$18,852.56
Benefits to be determined
Plus associated travel



HALVERSON CENTER FOR EDUCATION

24997 Hwy 92 Council Bluffs, IA 51503 P: 712-366-0503 F: 712-366-7772 IN-IOWA: 844-366-0503

October 1, 2020

Ms. Chris Bergman, Superintendent Clarinda Community School District 423 E. Nodaway, P.O. Box 59 Clarinda, IA 51632

Dear Ms. Bergman:

Your district has chosen to amend the original contract and add 40 additional contract days for the School Based Interventionist Program for 2020-2021.

Enclosed please find the interagency contract for your review and signature. This contract states your district will 1) pay Green Hills AEA the local school cost and 2) work with the AEA.

Your district's cost for the additional day of service is computed as follows: **\$12,000**. Our business office will bill your district for this amount in December, 2020.

After your review, please sign electronically by October 15, 2020.

We look forward to working with you. Please contact me if you have questions about this agreement.

Sincerely,

Steve McPhillips

School Based Intervention Supervisor

tere W. M. Phillyn

Minutes of Regular Meeting - Amended

The Board of Directors Clarinda Community School District

A Regular Meeting (Amended) of the Board of Directors of Clarinda Community School District was held Wednesday, April 22, 2020, beginning at 4:00 PM in the McKinley Central Office for Board Members and Zoom for Public (Link found on district website under Menu - District Office - Zoom Link).

- 1. Call to Order President Jones called the meeting to order at 4:05 pm.
- 2. Pledge of Allegiance
 The Pledge of Allegiance was recited.
- 3. Roll Call
 The following board members were present: President Jones, Vice President
 Sunderman (via Zoom), Bergren (via Zoom), Meyer (via cell), and Pulliam.
- 4. Audience to Visitors President Jones welcomed all visitors to the meeting via Zoom. Michael Murphy, Larson Engineering Inc., addressed the board concerning the football field, track and practice field. Bids for the football field will be due May 21.
- 5. Approval of Agenda A motion was made by Meyer, seconded by Bergren, to approve the agenda. Motion carried 5-0.
- 6. Open Hearing on the Proposed 2019-2020 Amended Budget At 4:07 pm President Jones declared the start of the hearing on the amended 2019-2020 budget. Hearing no verbal, and receiving no written objections to the amended 2019-2020 budget, President Jones closed the hearing at 4:08 pm.
- 7. Consider Consent Agenda Items
 A motion was made by Sunderman, seconded by Pulliam, to approve the consent agenda items. Motion carried 5-0.
 - 7. 1. Approve Minutes of the April 8, 2020 Regular Meeting
 - 7. 2. Approve Minutes of the April 15, 2020 Work Session
 - 7. 3. Approve Bills

 Director Pulliam found them in order.
 - 7. 4. Approve Recommendation to Transfer Cassie Eberly from Elementary Teacher Leader to TLC Literacy Lead for the 2020-2021 School Year
 - 7. 5. Consider Approving Larson Engineering, Inc. to Seek Public Bids for the Reconstruction of the Football Field
- 8. Recognition & Reports

8. 1. Superintendent

Mrs. Bergman and Mrs. Green have met with Senior class officers and student council concerning graduation. Students want to walk across the stage but understand health concerns. Clarinda Foundation has senior yard signs and students are planning a date to stand by them while cars drive past. If the graduation date of May 17 is postponed, possible future dates are June 21 or July 19 depending on when regulations are lifted. Mr. Porter and Junior officers have chosen June 20 or July 18 for Prom to coordinate with graduation. The best option for Senior awards and scholarships presentation is a virtual show; pictures will still be displayed in Clarinda Foundation window. After talking with staff and families, final grades for third quarter will stand. Students unhappy with third quarter grades are able to redo work; it cannot be graded but it can be evidence of continued learning and progress. Fortunately, this fourth quarter is a fraction of students' educational career and students in the world are also on pause. Negotiations with CEA will begin Friday.

8. 2. Board Correspondence

Meyer – She asked everyone to keep writing the legislators to urge them to look at big picture to help distance learning work for all students. Pulliam – She wants to acknowledge the hard work staff and administration are doing for our students.

9. New Business

- 9. 1. Consider Adopting the 2019-2020 Amended Budget A motion was made by Sunderman, seconded by Pulliam, to approve the 2019-2020 amended budget as presented. Motion carried 5-0.
- 9. 2. Consider Approving the Recommendation to Non-Renew One Administrative Contract for Budgetary Alignment
 A motion was made by Meyer, seconded by Pulliam, to approve the recommendation to non-renew one administrative 2020-2021 contract for budgetary alignment. Roll call vote was taken: Jones Aye; Sunderman Aye; Bergren Aye; Meyer Aye; Pulliam Aye. Motion carried 5-0.
- 9. 3. Consider Approving 2020 Graduation Resolution A motion was made by Pulliam, seconded by Sunderman, to approve the 2020 Graduation Resolution. Motion carried 5-0.
- 4. Consider Approving STEM Scale-Up Program Award
 A motion was made by Pulliam, seconded by Bergren, to approve STEM Scale-Up Program Award for 2020-2021 school year. Motion carried 5-0.
- 9. 5. Approve Operational Sharing Agreement with Greenhills AEA for .40 Social Worker

A motion was made by Meyer, seconded by Sunderman, to approve operational sharing agreement with Greenhills AEA for .40 social worker for the 2020-2021 school year. Motion carried 5-0.

9. 6. Consider Approving School-Based Interventionist Agreement with Greenhills AEA

A motion was made by Sunderman, seconded by Meyer, to approve the

School-Based Interventionist Agreement with Greenhills AEA for the 2020-2021 school year. Motion carried 5-0.

9. 7. Consider Approving the Management and Operation of Therapeutic Classroom Agreement with Greenhills AEA

A motion was made by Pulliam, seconded by Bergren, to approve the Management and Operation of Therapeutic Classroom Agreement with Greenhills AEA for the 2020-2021 school year. Motion carried 5-0.

9. 8. Consider Approving Applying for a National School Violence Prevention Program Grant A motion was made by Meyer, seconded by Sunderman, to approve applying for a National School Violence Prevention Program grant. Motion carried 5-0.

 9. 9. Approve Adding .40 FTE for an Industrial Technology Position for the 2020-2021 School Year
 A motion was made by Pulliam, seconded by Bergren, to approve adding .40 FTE for an Industrial Technology Position for the 2020-2021 school year. Motion carried 5-0.

10. Meeting Announcements:

10. 1. Our next regular meetings are on Wednesday, May 13, 2020 and May 27, 2020 at 4:00 p.m. in the Board Room at McKinley and via Zoom.

11. Adjournment

A motion was made by Sunderman, seconded by Bergren, to adjourn the meeting at 4:41 pm. Motion carried 5-0.

These minutes are as recorded by the board secretary and subject to <u>approval at the next</u> regular board meeting.

Nancy Fulk-McKinnon Board Secretary