



24997 Highway 92, Council Bluffs, IA 51503 | (712) 366-0503 | FAX (712) 366-7772 | [www.ghaea.org](http://www.ghaea.org)

# Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into on **May 02, 2025**, by and between **Green Hills AEA**, hereafter referred to as "GHAEA", and **Clarinda Community School District** hereafter referred to as the "District." The purpose of this MOU is to outline the responsibilities and expectations of both parties regarding services and supports that will be provided by GHAEA for the upcoming school year.

**Purpose:** GHAEA agrees to provide the District with requested services and supports.

**Duration of Agreement:** This MOU will commence on July 1 of the contracted school year OR the start of the school year depending on the service or support contracted, and will remain in effect until the last day of school OR June 30 of the contracted school year, unless terminated earlier by either party in accordance with the termination clause outlined in this document.

**Roles and Responsibilities:** Green Hills AEA will provide the following services and supports based on your Service Request Form:

## Clarinda

Requested Educational Service, Media Supports, and Contracted Services	
E-Rate Managed Service	\$1,800.00
Science Consultant Days	\$2,766.00 (3 days)
Literacy Consultant Days	\$2,766.00 (3 days)
Math Consultant Days	\$2,766.00 (3 days)
Early Childhood Consultant Days	\$5,532.00 (6 days)
Unlimited Access to AEA Super Bundle Digital Resources	\$7,588.00
Unlimited Access to Physical Resources + 2x/week Van Delivery	\$24,390.00
Potential Additional Costs if/when requested	
School-Based Interventionist	Separate Agreement
Mentorship Collaborative (\$2,500 / teacher)	Invoiced when Requested
AEA Learning Online (\$0.50 / student)	Separate Invoice

Requested Special Education Contracted Support (beyond Priority Work):	
Special Education Representative Added Days	
Special Education Coordinator	
Special Education Director	

**Key:** Service Request Unverified, Service with Continuing Contract.

Specific contractual language for individual services provided by Green Hills AEA can be found [here](#).

**The District will:**

- Ensure access to district facilities, technology (e.g. access to network, printers, copy machines, when appropriate), and necessary materials for service delivery.
- Provide a suitable workspace for GHAEA staff or consultants when services are delivered on-site.
- Maintain appropriate student and staff scheduling to facilitate service delivery.
- Secure parent or guardian consent when required for student services.
- Assign district personnel to actively engage in service implementation and follow-up actions when appropriate.
- The district acknowledges that all training materials, presentations, resources, and tools provided by Green Hills AEA are proprietary and may not be recorded, reproduced, or redistributed without prior written consent.
- District personnel may use provided materials for their own professional learning but may not alter, share, or publish them outside of the intended audience without permission.
- Any virtual or in-person training sessions facilitated by Green Hills AEA may not be recorded by the district without explicit written authorization.

**Payment Terms:** The District agrees to compensate GHAEA for services provided to be billed quarterly unless a different payment schedule is required for a specific service.

Additional services are available from Green Hills AEA at state-approved or local rates depending on the service requested. Extra days of service provided by Educational Service Consultants, Media Services, Contracted Services, or any adjustment to this Memorandum of Understanding can be requested through the Educational Service Director. Any additional services requested by the district may result in an amendment to the MOU or be invoiced directly to the district.

**Employment:** Any consultant(s) employed pursuant to this Agreement shall be considered the sole employees of GHAEA, not the contracted school district, and shall be governed by the existing personnel policies and practices for GHAEA. GHAEA shall have the sole authority for recruiting, hiring, training, evaluating, disciplining and terminating all such personnel.

**Renewal and Termination:** In most instances, a district will engage in completing a [Service Request Form](#) for the upcoming school year to identify services and supports from GHAEA.

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 the date shared from GHAEA 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 provides 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 GHAEA, 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.

**Notices:** 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:

**Clarinda Community School District**

Attention: Mr. Jeff Privia, Superintendent  
423 E Nodaway, PO Box 59, Clarinda, IA 51632-0059

**Green Hills AEA**

Attention: Chief Administrator  
24997 Highway 92, Council Bluffs, IA 51503

**Dispute Resolution:** Any disputes arising from or in connection with this Memorandum of Understanding will be resolved through mutual discussion and negotiation between the Chief Administrator of GHAEA and the CEO or designee of the District.

**Amendments:** This MOU may be amended only by a written agreement and 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 insure to the benefit of the parties and their respective successors and assignees.

**Independent Contractors:** The relationship between the parties is that of an 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.

\_\_\_\_\_  
Green Hills AEA Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clarinda Community School District Board President

\_\_\_\_\_  
Date