

2026-2027 Agreement to Establish a Consortium to Jointly Administer an Instructional Program Located in space within the boundaries of the Council Bluffs Community School District

This Agreement between the member school districts whose signatures appear at the end of this document (hereafter "members"), including the Council Bluffs Community School District (hereafter "host"), is to establish a jointly administered program for the enrollment of students from the host and members' school districts, hereafter called the Southwest Iowa Apex Consortium (hereafter "Apex"), pursuant to Iowa Code sections 28E.3 and 280.15(1) to provide quality education and activities for students enrolled from each member district, by the most efficient and economically responsible means; and

WHEREAS: each member wishes to enroll one or more of its students in classes or programs that are offered and available at the Apex Consortium and that are not otherwise available at each member's site, and

WHEREAS, the host is willing to jointly administer the programs and activities at the Apex Consortium with the members with the costs determined as stated in this Agreement, and

WHEREAS, Iowa Code section 28E.3 provides, in part, that the boards of directors of two or more school districts may by agreement jointly administer any power, privilege or authority each member school district is capable of exercising individually, and

WHEREAS, Iowa Code section 280.15, subsection I, provides, in part, that the boards of directors of two or more school districts may by agreement jointly share services of school personnel, acquire and share classrooms, facilities, and equipment,

Therefore, the member school districts agree to establish a jointly administered instructional program in the form of a Consortium as authorized by Iowa Code under the following terms and conditions:

PURPOSE

Each member school district, pursuant to Iowa Code, has responsibility for the educational outcomes of its resident students. Members agreeing to be part of this Consortium Agreement by sending students to the Apex Consortium will become members of the Consortium. This Agreement describes the arrangement for the provision of instructional services for the Consortium. This Agreement further describes certain terms and conditions to participate in Apex through a consortium arrangement for the students of each member district, including the host district, and other students not residents of any member district. This Agreement provides a

means by which the members may jointly and cooperatively provide greater educational opportunities for students through the offering of educational programs and the collective operation of facilities for student use by exercising powers, privileges, and authority and proceeding to participate in and help administer the program, pursuant to the joint powers authorized by Iowa Code.

A school district, which is not a member of the consortium, may contact the host district member of the Intake Committee to request membership into the Apex Consortium; however, the fact that a school district submits a request to enroll one of its students does not guarantee that the student will be assigned to the Apex Consortium. Upon receipt of a request for enrollment from a non-member school district, the Apex Intake Committee will review the student's IEP and determine whether the student is eligible to enroll in the program and whether the program has capacity to admit the student. If a student is eligible to enroll in the program and the program has capacity, the non-member district's request to enroll the student will be forwarded to the host district business office to arrange Apex membership for the non-member district. Should the district refrain from joining the consortium, the student will not be enrolled in the Apex Consortium program. Should the district agree to join the consortium, given the student's eligibility and program capacity, the district's request for enrollment will be reviewed by the Apex Intake Committee. Upon approval for enrollment by the Intake Committee, the student will be enrolled in the Consortium program at the earliest possible date. If the student is eligible to enroll in the program and the district agrees to join the Apex Consortium, but the program does not have capacity, the non-member school district will be notified by the host district Intake Committee member that it cannot enroll the student in the consortium program. At that time, the resident district remains responsible for locating an appropriate program for the student elsewhere.

PROGRAM DESCRIPTION

Apex serves students Pre-K grades through Eight Grade(at least age 3 with an Individualized Education Plan (IEP) with significant (Level III) cognitive or behavioral needs, who have exhausted special education services in the student's resident school district. The overwhelming majority of students served by Apex have one or more Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5) diagnoses. Apex serves students who have been assigned to the consortium site by their resident districts, which are members of the consortium, and such assignment has been recommended by the IEP team in the student's resident school district, and approved by the Host District.

The Apex Program is based on sound, well-researched theoretical foundations

Children may be enrolled in the Apex Consortium after completing the intake process and receiving the approval for enrollment from the Intake Committee. The Intake Committee will be composed of a representative from the host district and Apex Team. The Intake Committee will

determine the enrollment status of any Apex Consortium student applicant referred to the Consortium and address any concerns about the student referral. Member Districts will be required to complete Apex Enrollment Paperwork and for students with a one or more DSM-5 diagnosis, a Diagnostic Evaluation must be provided for enrollment consideration. The Intake Committee's decisions regarding student enrollment shall be final and binding on all member Districts. Children excluded from enrollment in the Apex Consortium include children who (a) are not from an Apex Consortium member district, (b) are actively suicidal or homicidal, and (c) have a medical or physical challenge that cannot be adequately addressed by Apex staff (as determined by the Intake Committee). Students attending Apex are transported to and from the program campus by the student's resident district or by a contracted arrangement made by the resident district. Pursuant to this Agreement, Apex will provide instructional services.

NAME/ORGANIZATION

To accomplish the purposes stated above and to carry out joint and cooperative activity associated with the program, there is hereby created the Southwest Iowa Apex Consortium (Apex; hereafter "Consortium"). This Consortium shall consist of the original member districts and host district, and shall include additional districts added from time to time, but said Consortium shall not be considered a separate legal entity for purpose of Iowa Code Chapter 28E.

- "Host district" means the district of location.
- "Member district" means each public school district whose board has agreed to participate in the Consortium program, including the host district.
- "Administrators" mean the superintendents of each public school district whose board has agreed to participate in the Consortium program, including the host district.
- "Fiscal agent" means the district that is established within the terms of this Agreement to provide the administrative business services, including student, staff, and financial accounting/management on behalf of the Consortium.

FISCAL AGENT

The host district will serve as the fiscal agent for purposes of all administrative business services associated with participation in the Consortium pursuant to the terms of this Agreement. The fiscal agent shall receive funds, handle student financial accounting, make timely payments, and provide timely itemized billings to member districts. The host district agrees to enter into the Student Record Information System (SRI) students in classes offered through the Apex Consortium Program.

ADMINISTRATION

The Apex Consortium shall be governed by the superintendents of each participating member school district (collectively, "the Administrators"). However, contracts must be approved and signed by the board president and board secretary of the governing boards of member districts rather than the Administrators.

The administrators of the district which are members of the Consortium shall have privileges, and authority necessary and incidental to manage the affairs common to the Consortium, to exercise any power common to the members, and to work with each other, in cooperation with Apex and the Host District, to manage this program. The Administrators shall also carry out the intent and purpose of this Agreement consistent with law or this Agreement.

The powers and responsibilities of the Administrators shall include general administrative duties which may arise from time to time, including, but not limited to:

- A. Directing administrative regulations related to the Common Consortium.
- B. Assessing the educational needs and interests of the students within their respective district.
- C. Meeting periodically, as needed, to discuss issues associated with the instructional program contracted from Apex and the Consortium.
- D. Other reasonable and necessary administrative duties.

Votes and approvals by the Administrators may be accomplished by a consensus, a vote at a meeting or by written affirmation by letter or e-mail. However, if the fiscal agent is entering into a contract or agreement on behalf of the Consortium, the governing boards of the member districts shall first approve the contract or agreement. The participating member districts, through majority vote, may at any time restrict the powers of the fiscal agent of the Consortium.

JOINT MEETINGS

The Administrators shall meet at least twice each school year, or more often if necessary, to discuss items of mutual concern.

BOARD APPROVAL

Consortium membership shall be approved by the board of directors of each member district. Failure of a board of directors to approve the Consortium Agreement shall remove that school district from Consortium membership.

AUTHORITY

The students attending the Consortium program shall be allowed to participate in the student activities in their districts of residence and will be subject to the eligibility rules of their resident districts. Students in the Consortium shall continue to be enrolled in their resident district and are subject to the testing and graduation requirements of their resident district. The Consortium will administer required assessments and forward the results of the individual assessments to each resident district. Permanent school records shall be maintained at the student's resident district. The resident districts, through the Consortium, must be actively involved in monitoring adherence to all pertinent state and federal laws.

Member district students shall be under the authority of, and be the responsibility of, the host district while in attendance at the Consortium, except as set out in this Agreement. Member

district students may be subject to the same academic, and other additional requirements that apply to host district resident students. Discipline will be the responsibility of Apex in collaboration with a student's resident district, provided that Apex shall have the final authority over day to day disciplinary decisions while a student is on the Apex campus. All disciplinary or other hearings, if any, will be conducted by the resident district in collaboration with Apex, including hearings regarding suspension of more than ten (10) days and expulsions. Apex shall have the right to immediately remove from its campus any student who poses an imminent threat to the health or safety of others, pending review by the resident district.

INDEPENDENCE RETAINED

It is expressly understood and agreed to by the member districts that nothing contained in this Agreement shall be construed to create a partnership, association or other affiliation or like relationship between the member districts, it being specifically agreed that their relationship is and shall remain that of independent parties participating in a cooperative mutual relationship in the Consortium. In no event shall a school district be liable for the debts and/or obligations of another school district. It is further expressly understood and agreed to by the member districts that nothing contained in this Agreement shall be construed to create a partnership, association or other affiliation or like relationship between the member district (or consortium) and the contracted service provider. In no event shall a school district or the consortium be liable for the debts and/or obligations of the contracted service provider. Likewise, in no event shall the contracted service provider be liable for the debts, liabilities, acts, omissions, or obligations of a school district, the consortium, or any student, except to the extent directly caused by the contracted service provider's gross negligence or willful misconduct.

NON-DELEGATION

Unless specifically provided in this Consortium Agreement, the Agreement shall not be construed as a delegation of the authority by the boards of directors of any member school districts or the powers or responsibilities conferred upon them by Iowa Code.

DISPUTE RESOLUTION AND ARBITRATION

In the event that the member districts are unable to agree to the interpretation or operation of this Agreement, the dispute shall be referred to a "Conflict Resolution Committee" made up of the president and vice-president of the board of directors of the host district and the chief administrator of the area education agency (AEA) in which the Consortium program is located. The Committee shall meet to discuss the dispute and make recommendations to the Administrators as to resolution of the dispute.

In the event that the dispute remains unresolved, the fiscal agent shall request that a mediator knowledgeable in Iowa school district matters be appointed by the chief administrator of the

AEA in which the Consortium program is located to assist in a negotiated resolution to the dispute.

In the event that mediation does not resolve the dispute, it will be submitted to arbitration by a single neutral arbitrator who is knowledgeable in Iowa school district matters appointed by the chief administrator of the AEA in which the Consortium program is located.

SPECIAL EDUCATION

Each member district referring students to the Consortium, shall remain responsible for ensuring the special education instructional and related services offered to its students at the Consortium provides a free and appropriate public education (FAPE) pursuant to federal and state law. Each district is to maintain a file on each resident student attending the Consortium program. For special education students, this file should contain a student's current IEP and progress reports. The resident district, working with the private provider and the fiscal agent district, is responsible for IEP development and review.

LIMITED ENGLISH PROFICIENT

If any student enrolled and served in the Consortium requires a limited English proficient [LEP] program, the resident district shall be billed for the cost of those services provided above the regular instructional program provided. This will be billed as an individualized cost and will be considered non-special education costs.

STAFFING

Instructional staff for the consortium will be contracted for and are the employees of the contracted service provider, unless this Agreement assigns member districts to provide specific staff positions for the Consortium. Staff providing special education services will be considered employed by the contracted service provider. The contracted service provider shall have sole authority over hiring, supervision, evaluation, and termination of its employees. No member district shall have authority to audit, direct or control employees of the contracted service provider, or the program as a whole, except as expressly provided in this Agreement. The fiscal agent may employ, on behalf of the Consortium, an appropriately licensed person or assign a portion of an appropriately licensed person's time (with time records to show exclusively devoted to the Consortium) to perform the duties of a special education administrator/designee. Only the employing member district has the power to terminate the employment of the administrator/designee; however, if a majority of administrators give notice seeking the removal of the administrator/designee from the Consortium program, the employing member district shall in good faith attempt to reassign or terminate the employment of the administrator/designee. If the time records support that a specific portion of the time of the special education director was exclusively devoted to special education at the consortium, the fiscal agent shall provide such records to each member district. The member districts may use this information to request approval of the School Budget Review Committee (SBRC) to treat

this cost as a special education cost. Otherwise, without SBRC approval, the cost cannot be expended from special education funding.

TRANSPORTATION

Transportation of active member students to and from the Consortium site will be determined by the resident member district and will not be the responsibility of the host district. In addition, any additional supervision required for a member district student(s) while en route to and from the Consortium site will be the sole responsibility of the resident member district. The host district agrees to allow vehicles from active member districts to cross its boundaries for purposes of providing such transportation.

PROPERTY

It is not contemplated that the Consortium will acquire, hold or dispose of any real property as part of this undertaking. However, the fiscal agent in the Consortium may enter into leases or sublease arrangements for a classroom to house the program, with approval of the member districts' boards, if that space is not owned or leased by an Iowa school district. Any allowable lease or sublease arrangements may be payable from the Physical Plant and Equipment Levy Fund PPEL or other legally authorized funds but not General Fund. Classrooms must meet all legal requirements for classroom space. Any lease for space shall be limited to the space within the classroom used exclusively for the consortium and shall reflect the fair rental value (FRV) for the community in which the private facility is located.

Existing equipment, such as tablets, communication devices, supplies, furniture, and textbooks of each member district may be used in the Consortium program. Such use will be determined by the Administrators based upon the appropriate need for the item. An inventory of exchanged items will be maintained.

Upon termination of this Consortium Agreement, identifiable exchanged items shall be returned to the district of original ownership. All items purchased separately by each member district during the term of this Agreement shall remain the property of that member district. Each member district shall be responsible for its own buildings, non-instructional equipment and supplies, school buses, custodial and maintenance, utilities, insurance, and similar costs outside of the Consortium.

NON-MEMBER DISTRICTS

Occasionally, a district which is not a member of the Consortium may want to refer students to the Apex Consortium through the IEP process, with the approval of the governing board of the resident district. Any non-member district that wishes to enroll a student in the consortium must first join the consortium prior to enrolling the student in the program.

FINANCIAL PROVISIONS

Members agree to pay Consortium costs to the fiscal agent for their students' enrollment in the Consortium Program. The costs shall be computed by determining actual costs for providing educational services to each member's students with IEPs as defined in this Agreement. Billable costs will include staff salaries and benefits; employee travel; supplies and materials; contract services; and equipment related to services for enrolled students in the Consortium Program. Billing will be done monthly with itemized statements. A member district may be involuntarily terminated at the end of a school year (or sooner if deemed appropriate), by a majority vote of the Administrators for failure to pay timely or otherwise not abiding by the terms of this Agreement, if the billings were correctly calculated and appropriate, allowable costs pursuant to state guidance. If statutory changes or additions, (i.e., state incentives for such sharing), mandate adjustments in the payments required pursuant to this Agreement, addenda shall be executed to bring the Agreement into compliance with statutory requirements.

The fiscal agent shall receive no more than one (1) percent of the regular program DCPD for each student full-time equivalent (FTE) enrolled and served in the Consortium program. This is a regular education cost and cannot be charged to special education and includes covering incidental administrative costs including but not limited to clerical and business services, postage, and telephone. The fiscal agent member district shall establish an operating budget for the Consortium program. The budget shall include all anticipated revenues and expenditures for instruction, instructional supervision, and operation and maintenance. If the revenues or cash flow are insufficient to meet the costs of the Consortium, the Administrators shall discuss adjustments to the revenues, expenditures or budget. The budget and any amendments to the budget shall be approved by a majority of the Administrators. Because the costs to districts must be based on actual resident students enrolled and served in the Consortium program, and students may move, drop out or join the program throughout the school year, the budget estimated to be paid by each member district may require adjustment throughout the year accordingly.

The fiscal agent member shall provide itemized billings for the costs set out in this Agreement, within thirty (30) days of the end of each month. No billing shall be provided directly to resident districts from a third party provider, including the purchased service provider. Each member shall promptly pay its amount at its next board meeting, but no later than thirty (30) days from receipt of the itemized bill. Late payments shall accrue interest at a rate of one percent (1%) per month. If payment is not received within sixty (60) days of the billing date, the contracted service providers may suspend services to the delinquent member district's students until payment is received in full. If any costs were estimated in the first three quarters, the final quarter's billing shall be adjusted to ensure that the costs are the actual costs for special education for the entire year and the correct share of costs pursuant to this Agreement. "Itemized" billing means a bill in sufficient detail that each member district can meet its legal fiscal responsibilities, including but not limited to, determining performance of the IEP requirements for each of its students, reporting expenditures from the correct funding source in accordance with the "Guidance for School Districts on Permissive and Nonpermissive Special Education Costs, Including Programs Located at Private Facilities," (Effective FY15) issued by the Iowa Department of Education (IDOE) the permissive uses guidance document issued in

December 2013, filing Medicaid claims or special education claims or determining that such claims have been filed and billed costs reduced by that amount, etc.

Each resident district shall be billed for and pay the actual costs of the educational program for each of its resident students pursuant to the IEP. "Actual costs" is a term referring to the excess costs of providing instruction for children requiring special education, above the costs of instruction of pupils in a regular curriculum. "Actual costs" should not be confused with the common meaning of actual as 'all costs incurred' which might include non-instructional costs or costs of instruction that are substantially similar to the costs of instruction in regular curriculum. To the extent that the costs are directly related to the provision of special education services pursuant to the IEPs, these costs are special education costs in the member districts. In the case of a Consortium, the general purpose percentage [GPP] would not be billed as a part of the actual costs, because the non-IEP costs are being allocated to member districts otherwise; billing for GPP would result in duplicated billing.

Specialized costs for identified limited English proficient (LEP) students above the costs of providing instruction for students in a regular curriculum, may be billed to each member district of such identified LEP students in the proportion that each member's student FTE enrolled in the Consortium program and using that specialized LEP instruction bears to the total of all members' student FTE enrolled and using that specialized LEP instruction. Costs must be exclusively for identified LEP students and must be related to LEP instruction above the regular curriculum. Such costs will be billed as an individualized cost and may be paid from the LEP weighted funding (280.4), from SBRC modified supplemental amount (257.31(5)"j"), or from general fund, general purpose funding.

In the case where a lease agreement is approved by the Administrators and their respective boards, and the facility being leased is not a school building owned or leased by a member district, the annual cost of the lease may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. The lease would be paid from either PPEL or Secure an Advanced Vision for Education (SAVE) and is not a special education cost. No costs related to debt, facility use charges or new construction/remodeling may be charged. The lease agreement will cover only classroom space utilized exclusively by the consortium and shall be at the FRV for the community in which the classroom space is located. The FVR will include operation and maintenance costs.

If a lease agreement is not approved and the cost of insurance other than employee insurances for the host district is increased as a result of the Consortium Program (liability), the excess cost of liability insurance over the normal cost of liability in the host district, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. The cost is a management fund cost.

Each resident district shall be billed for and pay costs related to the use of the host district's facilities for operation of the Apex consortium classroom if those costs exceed the costs the host district would have had if the consortium classroom were not in that district school building. The non-instructional costs may include maintenance (janitorial services, snow and ice removal, and lawn care, etc) estimated at \$616 and utilities and services (gas, electricity, water, sewer, garbage disposal, pest control, etc estimated at \$229. Costs shall exclude any costs of the Apex Program which are not exclusively related to offering the special education instructional program to the consortium. Operation and maintenance costs, if allowable, are General Fund costs and may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year.

Food service will be provided by the host district in the same way that food service is provided to other students attending public school within the district boundaries.

The cost of teachers and aides that are not included in actual costs of special education, (salaries, Federal Insurance Contributions Act (FICA), Iowa Public Employees' Retirement System (IPERS), health insurances (but not such things as early retirement incentives, tax-sheltered annuities (TSAs), worker compensation payments or premiums, unemployment)), may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

Professional development and teacher travel that is specific and unique to the students served in the Consortium Program, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. If the professional development/travel is special education professional development directly related to provision of IEP services, it may be charged to special education funding by the member districts; if not special education professional development directly related to provision of IEP services or is generic professional development even if to special education staff, it is a general fund, general purpose expenditure.

The cost of supplies and equipment that are not included in actual costs of special education, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

The cost of purchased instructional services (whether from the AEA or from a private provider) that are not individualized costs or not appropriate to be included in actual costs of special education, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the Administrators. These costs would be general fund, general purpose expenditures.

CONTRACTED SERVICES

Billings from any purchased service provider must be "itemized" in sufficient detail so that each member district can meet its legal fiscal responsibilities, including but not limited to, the ability to:

- Determine performance of the IEP requirements for each of its students.
- Report expenditures from the correct funding source in accordance the "Guidance for School Districts on Permissive and Nonpermissive Special Education Costs, Including Programs Located at Private Facilities," (Effective FY15) issued by the IDOE in December 2013 and any subsequent rules or Department guidance.
- Ensure that costs are itemized for the purpose of submitting Medicaid claims or special education claims or determining that such claims have been filed and billed costs reduced by that amount, etc.
- Ensure that the costs are limited to actual costs of special education as defined by Iowa Code, rules, or Department guidance.
- Ensure that each item is an item on the student's individual IEP so that re-billings are Accurate.
- Ensure that items such as services of a nurse (RN or LPN), Licensed Mental Health Counselor (LMHC) or a Board Certified Behavior Analyst (BCBA) are identified and are linked only to students with services included on the individual student's IEP.
- Ensure that each item is paid from the correct fund.
- Ensure that each item is paid from the correct funding stream (special education weighted funding, Individuals with Disabilities Education Act (IDEA) Part B or Part C, LEP, Title I, general purpose funding, etc.).
- Ensure that any administrative costs are allowable and itemized for the purpose of requesting permission from the SBRC to pay those costs from special education weighted funding rather than general purpose funding.
- Ensure that costs that are not included within the definition of actual costs of special education instructional programs are separately identified so that they are not paid from any special education funding streams. For this purpose, at a minimum, this would require costs itemized to the function and object level that districts are required to enter on the Certified Annual Report- Chart of Accounts (CAR-COA). There cannot be a single special education cost when that cost includes non-instructional items or includes mixed programs, funds, functions or objects. Therefore, there would be separate purchased services (even if in the same Agreement) for such things as instruction, support services, administration.
- Ensure that no costs were paid from grants or other funding resources the private purchased service provider received or was entitled to receive for any cost to be paid by the district which was properly paid from, or should have been paid from, a different source. The IDEA provides that education agencies are payors of last resort.
- Ensure that any profit built in by a private for-profit service provider is reasonable, customary, and proportionate to services rendered, consistent with current market rates and industry standards within the host-district's local community.

The district has a stewardship responsibility to look at those costs to evaluate the cost effectiveness of purchasing services versus providing the services directly as well as to have procedures in place to meet the coming requirements of the omni-circular related to procurement.

- Ensure that no costs are "per pupil rates."
- Ensure that no costs are related to purchasing spaces or other phantom student models.
- Ensure time records are maintained when personnel are paid from multiple funding streams and costs are proportionate to time.
- Ensure that if GPP is part of the billing, that the GPP has been used to reduce the costs which are not defined by Code as special education instructional costs.

AMENDMENTS

The provisions of this Agreement may be added to, amended or modified by a unanimous vote of the administrators of all member districts and approved by their respective school boards. Votes must be cast at a duly called meeting by all administrators physically present. All other Consortium business not pertaining to amending this Agreement shall be decided by a simple majority of the administrators of all member districts.

DURATION

Subject to the rights of amendment, modification or termination, this Agreement shall be in full force and in effect from the date of execution until June 30, 2027, and shall automatically renew every July 1 for one-year periods unless participation is terminated by a member by providing written notice to all other members on or before January 1 or terminated by mutual agreement of all of the member districts. This Agreement will be reviewed annually by the Administrators.

TERMINATION

On termination of the Agreement, all assets owned by member districts shall be returned to the member district, and all Consortium assets remaining after payment of all liabilities shall be distributed to each member district, at fair value, on the basis of its total FTE of student enrollment on October 1 in the year of termination in proportion to the total student enrollment of all member districts on October 1. If assets are insufficient to pay all liabilities, members shall be assessed in such proportion. Also, upon termination of this Consortium Agreement, any remaining equipment, supplies, textbooks, and furniture purchased jointly on a prorated basis shall be divided by the same proration, subject to depreciation. Such items will be physically divided, if possible. If not possible, one district shall compensate the other districts for their prorated share of the depreciated value.

CROSS INDEMNIFICATION

If any claim for damage, injury or other loss (hereinafter "loss") is made by or on behalf of a student, the district transporting or supervising the student at the time of the loss shall be responsible for any payment of claims, damages or judgments arising out of the loss, and that transporting or supervising district shall to the extent allowed by Iowa law indemnify, defend, and hold harmless the nontransporting or non-supervising district if a claim is made against the

non-transporting or nonsupervising district for a loss which occurred while the student was under the supervision and responsible for any payment of claims, damages or judgments arising out of the loss, and that transporting or supervising district shall indemnify, defend, and hold harmless the non transporting or non-supervising district if a claim is made against the non-transporting or nonsupervising district for a loss which occurred while the student was under the supervision and control of the transporting or supervising district. Both member districts and the host district agree to carry liability insurance or otherwise contract for coverage of claims consistent with this Agreement.

Otherwise, to the extent permitted by law, each of the member districts shall protect, defend, hold harmless, and indemnify the other member districts and the contracted service provider from and against any and all claims, losses, costs, damages, and expenses including attorneys' fees and expenses, which the other districts may incur by reason of the indemnifying party's negligence, breach of this Agreement or violation of law or right of a third party or that of the indemnifying party's officers, employees or agents. Each member district shall maintain liability insurance coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate, naming the contracted service provider as an additional insured.

APPLICATION OF LAWS, RULES, AND REGULATIONS

This Agreement and all policies, rules, and regulations adopted by the Administrators to govern the operation of the program shall comply with the laws of the state of Iowa, with rules and regulations of I"DOE and federal laws and regulations. Any provisions of this Agreement in conflict therewith shall be null and void and the remainder of the Agreement shall be binding upon all members.

All member districts shall refrain from any action which would violate any law, rule, policy or regulation of any governmental body or agency having jurisdiction over this Agreement. All member districts agree to cooperate as needed to assure that all required services and responsibilities are provided by the members and that the educational programs and activities are operated in compliance with all applicable laws.

Nothing in this Agreement shall be construed as a waiver of any immunity or limitation of liability available to the contracted service provider under applicable law. The contracted service provider's total aggregate liability under this Agreement shall not exceed the total fees paid by the consortium to the contracted service provider during the twelve (12) months preceding the claim.

BINDING EFFECT

This Agreement shall be binding upon, and inure to the benefit of, the member districts hereto and their successors and assigns.

EXECUTION IN COUNTERPARTS

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

SEVERABILITY

If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be void. Failure of a member to enter into this Agreement in accordance with Iowa law or inability of a member to be a party to this Agreement shall not affect the validity or enforceability of this Agreement as to all other members.

FILING WITH SECRETARY OF STATE

Pursuant to Iowa Code section 28E.8, this Agreement shall be filed with the Iowa Secretary of State within thirty (30) days of execution by all member districts. The fiscal agent shall be responsible for filing the Agreement and any amendments thereto with the Secretary of State and shall provide confirmation of such filing to all member districts.

APPROVAL BY BOARDS

In commemoration of this Consortium Agreement, the presidents and secretaries of the respective boards of education sign this Agreement on the dates set below, the Agreement having been passed by a majority roll call vote of each board.

Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be void. Failure of a member to enter into this Agreement in accordance with Iowa law or inability of a member to be a party to this Agreement shall not affect the validity or enforceability of this Agreement as to all other members.

Host and Fiscal Agent Member School District- Council Bluffs CSD:

Board President _____ Date _____

Board Secretary _____ Date _____

Participating Member School District: _____

Board President _____ Date _____

Board Secretary _____ Date _____