

28E Agreement

This 28E Agreement (the "Agreement") is made and entered into by the Clarinda Community School District ("Clarinda") and APEX Regional Program ("APEX").

WHEREAS, Iowa Code Chapter 28E authorizes public agencies and private agencies to enter into agreements for joint or cooperative actions;

WHEREAS, Clarinda and APEX each require the services of an employee to perform functions that are similar in nature; and

WHEREAS, Clarinda and APEX believe that entering into this Agreement to share the services of an employee will be to their mutual advantage and benefit.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide a means by which the parties may share the services of a Paraprofessional. The shared Paraprofessional shall be designated as Heather Williams.

Section 2. Duration. This Agreement shall become effective with the date of filing of this Agreement with the Iowa Secretary of State in accordance with Iowa Code 28E.8 and shall remain in effect until June 30, 2026, unless otherwise terminated as provided in this Agreement. The Agreement may be renewed for additional terms of one year each beginning July 1, 2026, as mutually agreed upon by the parties in writing.

Section 3. Administration. The Superintendent of Clarinda and the Director of APEX will be the administrators of this Agreement for purposes of Iowa Code Chapter 28E. No separate legal or administrative entity or joint board is established. Additionally, it is not contemplated that any real or personal property will be acquired, used, held or disposed of as part of this Agreement.

Clarinda shall be the employer of the Paraprofessional for purposes of this Agreement and compliance with all federal and state laws relating to employment. As the employer, Clarinda shall provide and pay for any wages and benefits due the shared Paraprofessional in accordance with Clarinda personnel policies and contracts and shall provide all requisite insurance for the employee, including workers' compensation insurance. It is understood that this Agreement is not and shall not be construed as a contract between the Paraprofessional and APEX, and the Paraprofessional shall remain, for all purposes, an employee of Clarinda.

Section 4. Sharing. The Paraprofessional shall perform such duties in relationship to each party as prescribed by the respective job descriptions for a Paraprofessional at Clarinda and a Paraprofessional for APEX the employment contract for the Paraprofessional and any applicable policies or rules adopted by each party.

Clarinda has the sole authority to hire, train, evaluate, discipline, and discharge the shared Paraprofessional and the shared Paraprofessional shall at all times be governed by the personnel policies of Clarinda. Clarinda agrees to share the services of the shared Paraprofessional with APEX in accordance with this Agreement. It is agreed that representatives of the parties shall meet as needed to discuss issues related to the sharing of the Paraprofessional. Clarinda shall seek input from APEX prior

to conducting any formal evaluation of the shared Paraprofessional.

Section 5. Schedule. The shared Paraprofessional(s) shall maintain a regular day-to-day work schedule for the parties. The shared Paraprofessional(s) shall perform services, a maximum of six (6) hours per day on regular school days and four (4) hours per day on "early out" Wednesdays. Days worked will be reflective of the Glenwood Community School District's annual school calendar. The shared Paraprofessional(s) will only be reimbursed by Apex for days worked (e.g., no pay for sick days, personal time or holidays). The remainder of the shared Paraprofessionals' full-time contract shall be spent providing services for Clarinda. It is understood by the parties that a certain amount of flexibility needs to be exercised in this regard and thereby agree to cooperate as needed with respect to scheduling to ensure that all required services are provided by the shared Paraprofessional to each party.

Section 6. Compensation. The hourly rate for the shared Paraprofessional(s) for the 2025-2026 school year is \$17.00/hour from Apex and \$15.60/hour from Clarinda. The benefits for the shared Paraprofessional(s) for the 2025-2026 school year shall be arranged by Clarinda and shall be in accordance with Clarinda's personnel policies and contracts. Vacation days, sick days, and other leave time shall be as specified in Clarinda's personnel policies and contracts. The salary and benefits provided to the shared Paraprofessional(s) for services performed, and other terms of employment, may be reviewed and negotiated between the parties while this Agreement is in effect, subject to the provisions of any applicable personnel policies or contracts.

APEX agrees to reimburse Clarinda for actual hours worked by the shared Paraprofessional(s) for APEX based on the Paraprofessional's hourly rate. Said amount shall be paid by APEX within thirty (30) days of receipt of invoice from Clarinda. Apex will report actual hours worked by the shared paraprofessional(s) on a weekly basis for Clarinda to calculate reimbursement due per pay period.

Each party must pre-approve registration, travel, lodging, meals and other associated expenses related to out-of-state professional or other related meetings or activities. In the event such expenses solely relate to professional development specific for APEX, APEX shall be responsible for 100% of the actual costs. In the event such expenses solely relate to professional development, specifically for Clarinda staff, Clarinda shall be responsible for 100% of the actual costs.

Section 7. Insurance. Each of the parties shall carry comprehensive general liability insurance for protection of such party from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person and/or property due directly or indirectly to the actions or inactions of the shared Paraprofessional(s) while performing services for the party. The liability insurance shall also provide protection for the shared Paraprofessional(s) to the extent allowed by law. Liability insurance policies shall have limits of not less than \$1,000,00 per occurrence and \$2,000,000 annual aggregate, which limits may be met with a combination of primary and umbrella policies. Clarinda shall also carry workers' compensation insurance in the amount as required by law and employers' liability insurance in an amount of not less than \$500,000.

All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement.

Section 8. Indemnification. To the extent provided by law, each party shall indemnify and hold harmless the other party from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees, arising out of (i) the actions or inactions of the

employee while performing services for the indemnifying party, and/or (ii) negligence, violation of law, or breach of this Agreement by the indemnifying party or its directors, officers, employees, and agents. In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under this Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post judgment, appeal, or settlement collection. The provisions of this section shall survive termination of this Agreement.

Section 9. Termination. This Agreement shall terminate upon the expiration of the term set forth in this Agreement or any mutually agreed upon renewal term. This Agreement shall terminate automatically in the event that Clarinda no longer employs the Paraprofessional. In addition, this Agreement may be terminated upon the mutual agreement of the parties at any time.

Section 10. Notices. All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

To Clarinda: Clarinda Community School District
Attn: Superintendent
423 East Nodaway
Clarinda, Iowa 51632

To APEX: Apex Regional Program
Attn: Katy Mackins
103 Central
Glenwood, Iowa 51534

Section 11. Status of Parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall a party be liable for the debts or obligations of another party.

Section 12. Assignment; Binding. Neither party may assign this Agreement or subcontract any of the duties in whole or in part, without the prior written agreement of the other party. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 13. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No change in, additions to, or deletions from this Agreement shall be valid unless agreed to in writing by the parties.

Section 14. Severability. In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 15. Governing Law and Forum. The parties agree that this Agreement shall be governed by Iowa law and consent to the jurisdiction of the Iowa District Court for Page County for all matters relating to this Agreement.

Section 16. Compliance with Laws. Notwithstanding anything herein to the contrary, each party shall comply with all laws and regulations applicable to the performance of its obligations under this Agreement.

Section 17. Counterparts. 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.

THIS AGREEMENT has been approved by appropriate action and duly executed by the parties on the dates written below.

APEX REGIONAL PROGRAM

CLARINDA COMMUNITY SCHOOL
DISTRICT

By Katy Mackin

By _____

Name: Katy Mackin
Title: Director

Name: _____
Title: Board President

Date: 10/29/25

Date: _____

ATTEST:

Board Secretary