

AGREEMENT FOR THE MANAGEMENT AND OPERATION OF THERAPEUTIC CLASSROOM

This Agreement is entered into this 12th day of April, 2022, by and between Green Hills AEA (“AEA”) and the Clarinda Community School (“Host District”).

WHEREAS, the Host District, Participating District, and AEA are school corporations organized and existing under the laws of the State of Iowa; and

WHEREAS, the Host District is responsible and has exclusive authority to operate the instructional program in the Host District pursuant to Iowa Code § 274.1; and

WHEREAS, the AEA has the authority to provide certain programs and services to local school districts under Iowa Code § 273.2; and

WHEREAS, the Host District, Participating District, and the AEA are all responsible for providing special education and related services to students in grades PK-12; and

WHEREAS, the Parties desire to establish a Therapeutic Classroom (“Program”) in the Host District that will provide a therapeutic setting for up to eight (8) at a time who are experiencing behavioral difficulties in the traditional public-school setting; and

WHEREAS, it is in the public interest that the services of each public entity be performed to the fullest yet most efficient and economical manner possible, and the Parties believe this Agreement will achieve said public interest and will be to their mutual advantage and benefit; and

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

1. Administration. No separate legal or administrative entity is created for the governance or administration of the terms or subject matter of this Agreement.
2. Purpose. The purpose of this Agreement shall be for Parties to cooperatively operate the Program to provide comprehensive services in a highly structured setting to students with significant mental health and/or behavioral needs.
3. Program Description. The Program shall be operated in Host District facilities and shall serve up to eight (8) students grades 1-5. Students shall be screened and selected for the Program by AEA staff. For students who are receiving special education services, the Program will provide support for the goals and objectives according to that student’s individual education program (“IEP”).

4. Term of Agreement. The term (the “Initial Term”) of this Agreement shall commence July 1, 2022, and shall terminate on June 30, 2023.
5. Financing. The AEA shall serve as the fiscal agent for purposes of accounting for all revenue and expenses associated with the Program.
 - a. The AEA shall establish a “per diem pupil cost” for allowable special education costs and allowable general education costs.
 - b. The Host District and any Participating District shall pay its share of any Program costs as determined by the AEA.
 - c. The Host District will bill participating districts on a semester basis.
 - d. The AEA shall bill the Host District on a semester basis.
6. Administration. The Superintendent of the Host District, Superintendent of any Participating District, and Chief Administrator of the AEA (collectively “Administrators”) shall manage the affairs of the Program and to work cooperatively to manage the Program. The Administrators shall carry out the intent and purpose of this Agreement, not inconsistent with any law, regulation, or this Agreement. These powers and responsibilities shall include general administrative duties which may arise from time to time, including, but not limited to:
 - a. Ensuring that the operation of the Program complies with federal and state law and regulation.
 - b. Supervising and directing the educational programs and activities of the Program.
 - c. Providing long-range planning for the Program.
 - d. Meeting periodically, as needed, to discuss issues associated with the Program.
 - e. Any other reasonable and necessary administrative duties.
7. AEA Responsibilities
 - a. The AEA shall employ, train, and supervise staff sufficient to serve a maximum of eight (8) students per day from Monday through Friday. All Program staff shall be AEA employees and shall not be considered employees or independent contractors of either the Host District or any Participating District.
 - b. The AEA shall ensure that staff maintain the same working hours as required for certified staff at the Host District.

- c. The AEA shall ensure that Program services are provided by qualified personnel in a professional manner, and the safety of students shall be promoted at all times.
- d. The AEA shall conduct background checks for each employee providing Program services hereunder in accordance with federal and state law, and the Host District's policies and procedures. Such background checks shall include, but are not limited to, criminal, child and dependent adult abuse, and sex offender registries. No AEA employee shall be permitted to work in the Program unless the employee has cleared such background checks in accordance with the Host District's standards. The AEA shall make all records relating to background checks available to Host District and any Participating District upon request.
- e. The AEA shall provide supervision, necessary and appropriate instruction, related services, and counseling for students referred to the Program in accordance with the rules of the Iowa Department of Education and the students' IEPs, if applicable.
- f. The AEA shall report appropriate data, as required, to the Host District and any Participating District.
- g. The AEA shall cooperate with the Host District and any Participating District to provide for planning, daily communication, and coordination between the Parties, the students, and the students' families.
- h. The AEA shall cooperate with the Host District and any Participating District to identify, screen, and select students for enrollment in the Program.
- i. The AEA agrees to comply with the confidentiality requirements of Iowa Code Chapter 22 (Iowa Public Records Law), 42 U.S.C. § 1232g et seq. (FERPA) and other laws that protect the privacy of students and their families.
- j. As required by law, access to records of each student by any Party to this Agreement shall be based expressly on the need to know for an educational purpose unless disclosure of the records is permitted by law.
- k. The AEA shall comply with all applicable laws, regulations, policies, and rules, and shall cooperate with the Parties to ensure that all required services and responsibilities are provided and that the Program is operated in compliance with applicable state and federal law, including, but not limited to, Section 504 of the Rehabilitation Act, the Individuals with Disabilities Education Act, Iowa Administrative Code Chapter 281, Iowa Code Chapter 22, and FERPA.

8. Host District Responsibilities

- a. The Host District shall promptly pay the AEA upon receipt of invoices for its share of Program costs based on Host District student enrollment in the Program.
- b. The Host District shall provide adequate space to operate the Program, including internet and other technology services. This shall include one classroom and access to other common areas of school property on a mutually agreeable basis. Janitorial services shall be provided by the Host District.
- c. The Host District shall allow the AEA access to the Program space during contract hours for classified staff. The Host District shall provide sufficient parking for AEA employees that work as Program staff.
- d. The Host District may provide appropriate educational materials to enable each student referred to the Program to complete academic work during the duration of their placement.
- e. The Host District, in cooperation with the AEA and any Participating District, shall submit all reasonable and necessary reports to the Iowa Department of Education and School Budget Review Committee for approval of all costs including administrative costs associated with operating the Program.
- f. The Host District shall cooperate with the AEA and any Participating District to provide for planning, daily communication, and coordination between the Parties, the students, and the students' families.
- g. The Host District shall cooperate with the AEA and any Participating District to identify, screen, and select students for enrollment in the Program.

9. Participating District Responsibilities

- a. The Participating District shall promptly pay the Host District upon receipt of invoices for its share of Program costs based on Participating District enrollment in the Program.
- b. The Participating District shall cooperate with the Host District and AEA to provide for planning, daily communication, and coordination between the Parties, the students, and the students' families.
- c. The Participating District shall cooperate with the AEA and Host District to identify, screen, and select students for enrollment in the Program.
- d. If applicable, the Participating District shall be solely responsible for transportation of Participating District students to the Program.

10. Liability Insurance. All Parties shall carry liability insurance for protection from any liability arising out of operation of the Program. Liability policies shall have limits of not less than \$1,000,000 occurrence and \$3,000,000 General Aggregate. The policies shall be issued by insurance companies and in forms satisfactory to the insured and shall provide for at least thirty (30) days' written notice to the other party before cancellation.
11. Indemnification. To the extent permitted by law, each Party will indemnify and hold harmless the other Parties from and against any and all losses, costs, damages, and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, such Party's negligence or willful misconduct in the performance of its duties under this Agreement, such Party's violation of any applicable law or right of a third party, and/or such Party's breach of this Agreement. The provisions of this section shall survive termination of this Agreement with respect to any damage or injury occurring prior to such termination. Each Party shall notify the other Parties of any claim or any potential claim arising out of the operation of this Agreement as soon as practical following knowledge of the claim or potential claim.
12. Cost Recovery. In the event that it shall become necessary for any Party to institute legal proceedings against any 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. This section shall survive the termination of this Agreement.
13. Property. Any personal property purchased by the Parties shall be and remain the property of each such party. Each party shall insure their own personal property. Upon termination of this Agreement, the Parties shall have sole custody and use of their respective property. It is not contemplated that another real property will be acquired or held for the purpose of carrying out the terms of this Agreement, however, the Parties may enter into leases or sublease arrangements for facilities to house the Program as needed.
14. Notice. 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 Host District:
Superintendent - Chris Bergman
Clarinda Community School District
423 East Nodaway
Clarinda, IA 50801

To AEA:
Chief Administrator - Lolli Haws
Green Hills AEA
24997 Hwy 92
Council Bluffs, Iowa 51503

15. Binding Effect. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.
16. Entire Agreement - Amendment. This Agreement contains the entire understanding between the Parties and cannot be changed or terminated orally but only by an agreement in writing executed by all Parties.
17. Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
18. Headings. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.
19. Governing Law; Forum. The Parties consent to the jurisdiction of the Pottawattamie County, Iowa District Court for all matters relating to this Agreement and agree that this Agreement shall be governed by Iowa law.
20. Independent Contract. 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 relationship. In no event shall a party be liable for the debts or obligations of another party.

21. No Waiver. No waiver of the breach of any terms or conditions of this Agreement shall constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

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

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

Clarinda Community School District

By_____

Name: Darin Sunderman
School Board President

By_____

Name: Nancy Fulk-McKinnon
Board Secretary

Green Hills AEA

By_____

John Gambs
Board President

By_____

Linda Perdue
Board Secretary