

Agreement for School-based Interventionist Services
7/1/2022 to 6/30/2023

THIS AGREEMENT (this "Agreement") is entered into this 26th day of April, 2022, by and between GREEN HILLS AEA ("GHAEA"), and the school Districts (the "District"), selected to participate in the program as listed in Exhibit A.

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. **Purpose.** The parties have entered into this contract to provide a school-based supervision program. The program will provide School Based Services 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 Juvenile Court Services of the 4th Judicial District and GHAEA 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 elementary and middle schools but may extend to the high school level.

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.

2. **Scope of Services.** The 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 District. The GHAEA employee or employees shall perform the duties reasonably requested by the District, and such services shall be performed at the 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 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. **Rate.** Program cost to District is computed at the additional number of days per week times established rate.
4. **Annual billings.** District will pay GHAEA, 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.** This Agreement shall be effective from 7/1/2022 to 6/30/2023, unless the contract is terminated earlier in accordance with this contract.
6. **Control of Staff.**
 - a. All staff provided by GHAEA under this contract will at all times be under the direct control and supervision of GHAEA even while its staff is performing work under this contract.
 - b. GHAEA is solely responsible for selecting, hiring, disciplining, firing, and compensating its staff. If District believes that any of GHAEA's staff has failed to perform duties in a manner that is consistent with this contract, District will notify GHAEA. GHAEA will then take such action as to investigate and, if appropriate, discipline, or reassign the staff. District has no authority to discipline or reassign GHAEA'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. GHAEA 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 GHAEA and the district.
 - d. GHAEA employees who provide services pursuant to this Agreement shall have the following minimum qualifications: Bachelor of arts or a bachelor of science degree in the behavioral sciences or related field. 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;
 - b. 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, GHAEA 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 GHAEA for services provided under this contract up to and including the date of termination.
9. **Indemnification.**
 - a. 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 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 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 District, its employees, agents or other representatives.
10. **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.
11. **Severability.** 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.

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.

12. **Limitation of Liability.** 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.

13. **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 District and GHAEA each consent to the personal jurisdiction of the above courts.
- b. **Attorneys' Fees.** In the event any proceeding or lawsuit is brought by GHAEA or the 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. **Notice.** 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 District, to:

Clarinda Community School District
423 East Nodaway
Clarinda, IA 50801
Attn: Mrs. Bergman

If to GHAEA, to:

Green Hills AEA
Halverson Center for Education
24997 Hwy 92
Council Bluffs, IA 51503
Attn: Linda Perdue

or to such other address or person as hereafter shall be designated in writing by the applicable party.

- d. Assignment. 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. Waiver. 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.
- f. Counterparts. 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.
- g. Successors and Assigns. 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.
- h. Construction. 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.
- i. Headings. 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.
- j. Third Party Beneficiaries. 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.
- k. Remedies. 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.
- l. Waiver of Jury Trial. 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.

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
Clarinda Community School District

Date

Board President
Green Hills AEA

Date

EXHIBIT A

Agreement for Additional Days of School-based Interventionist Services 7/1/2022 to 6/30/2023 Between Green Hills AEA and the Participating District

The following school districts have made the required application for additional 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 \$12,000.00/day per week.

<u>District</u>	<u>Days per week</u>
Council Bluffs Community District	1 - \$12,000
Clarinda Community District	1.5 - \$18,000
East Mills Community District	1 - \$12,000
Essex Community District	0
Exira Elk Horn-Kimballton Community District	2 - \$24,000
Fremont-Mills Community District	2 - \$24,000
Hamburg Community District	0
Lewis Central Community District	2 - \$24,000
Logan-Magnolia Community District	0
Missouri Valley Community District	0
Riverside Community District	0
Sidney Community District	1 - \$12,000
South Page Community District	1 - \$12,000