

**2024-2025 Consortium Agreement
to Jointly Administer an Instructional Program
at CHILDREN’S SQUARE (Learning Center) and HEARTLAND FAMILY SERVICE
(Therapeutic School)
Located 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 in the consortium day programs located at CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE 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 (the K-12) consortium day programs that are offered and available at the CHILDREN’S SQUARE (Learning Center) and HEARTLAND FAMILY SERVICE (Therapeutic School) sites 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 CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE sites 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 1, 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 for each facility in the form of a Consortium as authorized by Iowa Code under the following terms and conditions:

PURPOSE

The COUNCIL BLUFFS Community School District, pursuant to Iowa Code section 274.1, has the exclusive authority and responsibility to provide the instructional programs on the CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE campuses. Each member school district, pursuant to Iowa Code, has responsibility for the educational outcomes of its resident students when the districts are jointly administering an instructional program. Members

sending students to the CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE site programs will become members of the COUNCIL BLUFFS CONSORTIUM. This Agreement describes the arrangement for the provision of instructional service for the CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE Consortium day programs which are not part of the residential or placed PMIC day programs. This Agreement further describes certain terms and conditions to participate in the consortium day program located at the sites of CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE within 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. Collective operation of facilities is limited to non-placed, non-residential, non-PMIC students.

PROGRAM DESCRIPTION:

Herbert J. Lavigne Learning Center (Children’s Square)

The Lavigne Learning Center is an educational program providing individual support as directed by the Individual Education Plan (IEP) for students with behavioral and emotional needs. The school serves students in grades 1 - 12 who need a specialized program to meet their educational needs. The licensed special education teachers provide instruction in core academic areas as well as problem solving, social skills, life skills, and interpersonal communication.

Therapeutic School (Heartland Family Service)

The Therapeutic School is a program that provides a full day of academic and therapeutic programming for special education students. A full day of academic coursework is provided by special education teachers per the student's IEP. Referrals to the school are made through the student's local school district within the Green Hills Area Education Agency.

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 COUNCIL BLUFFS DISTRICT Consortium (“hereafter Consortium”). This Consortium shall consist of the original member districts and host district, and can include additional parties from time to time, but

said Consortium shall not be considered a separate legal entity for purposes 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 or superintendent designee 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, staff, and financial accounting, make timely payments, and provide timely itemized billings to member districts as well as to cover incidental administrative costs such as clerical and business services, postage, and telephone. The resident district agrees to enter into the Student Record Information System (SRI) students in programs offered through the CHILDREN’S SQUARE and HEARTLAND FAMILY SERVICE programs, including residential programs and verifying SRI entries by consortium members of their resident students in the consortium programs.

A new fiscal agent may be designated by a majority vote of the administrators.

ADMINISTRATION

The Consortium shall be governed and administered by the superintendents or superintendent designee 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 districts who are members of the Consortium shall have all powers, privileges, and authority necessary and incidental to manage the affairs of the Consortium, to exercise any power common to the members, and to work with each other to manage this program. The administrators shall also carry out the intent and purpose of this Agreement not inconsistent with law or this Agreement.

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

- A. Setting policy and directing administrative regulations for the Consortium.
- B. Evaluating and preparing required reports on the effectiveness of the Consortium and the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE programs.
- C. Assessing the education needs and interests of the students within their respective district.
- D. Participation numbers will be reviewed with the consortium annually.
- E. Meeting periodically, as needed, to discuss issues associated with the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE programs and the Consortium.
- F. Other reasonable and necessary administrative duties.

Votes and approvals by the administrators may be accomplished by a consensus, a vote at a meeting (either in person or virtually), or by written affirmation by letter or electronic 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 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 education of each member district. Failure of a board of education to approve the Consortium Agreement shall remove that school district from Consortium membership.

JURISDICTION

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 continue to be enrolled in their resident districts and are subject to the testing requirements, graduation requirements, and disciplinary procedures of their resident districts. The employer of the licensed teachers will administer required assessments and will forward the results of the individual assessments to each resident district. Permanent school records shall be maintained at the student's resident district.

The fiscal agent, through the Consortium, must be actively involved in the management, direction, supervision, and evaluation of the program; evaluation of the students; staff development of teachers; and monitoring adherence to all pertinent state and federal laws, including, but not limited to: testing requirements, IDEA provisions, omni-circular provisions, FERPA provisions, teacher licensure, curriculum development, professional development and expectations, and core curriculum implementation.

Member district students shall be under the jurisdiction of, and be the responsibility of, the host district while in attendance at CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE, except as set out in this Agreement. Member district students shall be subject to the same academic, disciplinary, and other additional requirements that apply to host district resident students.

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 obligation of another school district.

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 education of any member school districts, or the powers or responsibilities conferred upon them by Iowa Code.

DISPUTE RESOLUTION AND ARBITRATION

In the event member districts are unable to agree to the interpretation or operation of this Agreement, a committee made up of five volunteer members of the Consortium, one of which is a member of the host district, shall meet to recommend to the full consortium their recommendation.

In the event that the dispute remains unresolved, the dispute shall be referred to a "Conflict Resolution Committee" made up of the president of the board of directors of the host district, the president of a member district, and the chief administrator of the area education agency (AEA) in which the Consortium program is located, whose decision is final.

SPECIAL EDUCATION

Each member district shall remain responsible for ensuring the special education instructional and support services offered to its students at the Consortium program provide a free and appropriate public education (FAPE) pursuant to federal and state law.

Each resident district is to maintain a file on each resident student attending the Consortium program. For special education students, this file should contain the student's current IEP and progress reports.

The resident district, working with the host district or agency employing the teacher is responsible for IEP development and review.

STAFFING

Special educational instructional staff will be employees of CHILDREN'S SQUARE or HEARTLAND FAMILY SERVICE and not employees of any member district. The special education administrator at HEARTLAND FAMILY SERVICES and CHILDREN'S SQUARE will be a Council Bluffs District employee.

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 time exclusively devoted to the Consortium) to perform the duties of special education administrator. Only the employing member district has the power to terminate the employment of the administrator.

If the time records support that a specific portion of the time of the special education administrator was exclusively devoted to special education, 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 member students to and from the CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE sites will be determined by the resident member district and will not be the responsibility of the host district. Other necessary transportation during the school day shall be provided by the host district and shall be charged to the resident member district for the student as an individualized cost.

The host member district agrees to allow vehicles from member districts to cross its boundaries for purposes of providing such transportation.

PROPERTY

It is not contemplated 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 building to house the program, with approval of the member districts. That lease or sublease arrangements may be payable from the Physical Plant and Equipment Levy Fund or other legally authorized funds.

NON-MEMBER DISTRICTS

Occasionally, a district which is not a member of the Consortium may want to send a student to the CHILDREN'S SQUARE or HEARTLAND FAMILY SERVICE programs. Districts who are not members are required to join the Consortium prior to sending students to either CHILDREN'S SQUARE or HEARTLAND FAMILY SERVICE unless the sending school district resides outside of the boundaries of the State of Iowa.

FINANCIAL PROVISIONS

Members agree to pay Consortium costs to the fiscal agent for their students' enrollment in the consortium program located at the sites of CHILDREN'S SQUARE and HEARTLAND FAMILY SERVICE. 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. Billing will be done monthly.

A member district may be involuntarily terminated at the end of a school year by a majority vote of the administrators for failure to pay timely or otherwise not abiding by the terms of this Agreement.

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 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 contract. 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. If any costs were estimated during the fiscal year, the final month'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 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 direct 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 duplicate billing.

Specialized costs above the costs of providing special education instruction for students may be billed to each resident district. Costs must be exclusively for identified students per their IEPs.

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 by a member district, the annual cost of the lease may be billed to each member district in the proportion of each member's student enrolled or served days divided by total enrolled or served days for all districts. This must be agreed to by the majority of the administrators. The lease is paid from either Physical Plant and Equipment Levy (PPEL) or Secure an Advanced Vision for Education Fund (SAVE) and is not a special education cost. No costs related to debt, facility use charges, or new construction/remodeling may be charged. No costs related to the residential, placed, or PMIC programs may be charged.

Upon request 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 supplies and equipment that are not included in actual costs of special education, may be billed to each member district in the proportion of enrolled or served days divided by total enrolled or served days for all districts. This must be agreed to by the majority of the administrators. These costs would be general fund, general purpose expenditures. Such inventory and equipment shall be jointly owned by the consortium members.

CONTRACTED SERVICES

Billings from any purchased service provider must be "itemized" in sufficient detail 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 with the permissive uses guidance document issued in December 2013.
- Ensure 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 costs are limited to actual costs of special education as defined by Iowa Code.
- Ensure each item is an item on the student's individual student's IEP so that re-billings are accurate.
- Ensure items such as services of a nurse are identified and are linked only to students with services of a nurse included on the individual student's IEP.
- Ensure each item is paid from the correct fund.
- Ensure each item is paid from the correct funding stream (special education weighted funding, IDEA Part B or Part C, LEP, Title 1, general purpose funding, etc.).
- Ensure 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 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 level, and sometimes object level, that districts are required to enter on the CAR-COA. There cannot be a single special education cost when that cost includes non-instructional items. Therefore, there would be separate purchased services (even if in the same Agreement) for such things as instruction, support services, administration, operations & maintenance if applicable, etc.
- Ensure no costs were paid from grants or other funding resources the private provider received or was entitled to receive to address the potential for any cost to be paid by the district which was properly paid from a different source. The IDEA provides that education agencies are payors of last resort.
- Ensure any profit built in by a private for-profit service provider is reasonable. 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 no costs are “per pupil rates.”
- Ensure 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.

AMENDMENTS

The provisions of this Agreement may be added to, amended or modified by a majority 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, or virtually, 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, 2023, and renew every July 1 for one-year periods if approved by the district’s board of education, 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.

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 indemnify, defend and hold harmless the non-transporting or non-supervising district if a claim is made against the non-transporting or non-supervising 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 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.

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 the Iowa Department of Education, and with 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.

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 the agreement or obligation of the members, to the full extent permitted by law. 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.

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.

For the Host and Fiscal Agent Member Council Bluffs Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member A-H-S-T-W Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Atlantic Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Audubon Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Boyer Valley Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member CAM Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Charter Oak School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Clear Creek Amana School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Corning Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Creston Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Denison Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member East Mills Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member East Sac County Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Essex Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Exira-EHK Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Glenwood Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Griswold Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Hamburg Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Harlan Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Highland Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member IKM-Manning Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Lewis Central Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Logan-Magnolia Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Maple Valley-Anthon Oto Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Missouri Valley Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member MOC-Floyd Valley Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Red Oak Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Riverside Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Schleswig Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Sheldon Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Shenandoah Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Sidney Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Sioux City Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member South Page School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Treynor Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Tri-Center Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Underwood Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Villisca Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member West Harrison Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member West Monona Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Whiting Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____

Participating Member Woodbine Community School District:

Board President _____ Dated _____

Board Secretary _____ Dated _____