

Consortium Agreement for the North Iowa Therapeutic Instructional Consortium

This 28E Agreement for Joint and Cooperative Action (“Agreement”) is made and entered into pursuant to Iowa Code Chapter 28E, by and between the Garner-Hayfield-Ventura Community School District (“GHV” or “Host”) and the **Belmond-Klemme**, an Iowa public school district (“Member District”).

Whereas, the Host is willing to jointly administer the programs and activities known as the North Iowa Therapeutic Instructional Consortium (the “Consortium”) with Member Districts with costs determined as stated in this Agreement; and

Whereas, this Agreement ensures that the Member Districts have within their programming a continuum of services for students experiencing serious behavioral or mental health changes; and

Whereas, this is a Consortium where the Member Districts are contracting with an outside educational provider (Four Oaks) to provide instructional services; and

Whereas, Iowa Code section 28E.3 provides, in part, that the board of directors of two or more school districts may by agreement jointly administer any power, privilege, or authority each Member 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 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:

I. Purpose

The North Iowa Therapeutic Instructional Consortium will be hosted by the Garner-Hayfield-Ventura District. A facility in Ventura will be the site of the program. This Agreement describes the cooperative arrangement between the consortium Member District. This Agreement describes certain terms and conditions to participate in the Consortium.

Only school districts who are members of the consortium (“Member Districts”) are permitted to have students attend. Access to the program for a student based on an IEP team decision. Specific entrance criteria will be provided by the contracted provider (Four Oaks). Each Member District is responsible for the educational outcomes of its own resident students.

This Agreement provides a means by which the Member Districts 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, privilege, and authority and proceeding to participate in and help administer the consortium program pursuant to the joint powers of Iowa Code Chapter 28E.

II. Program Description

The North Iowa Therapeutic Consortium serves students in Grades K-12 who have needs identified in an IEP associated with an identified mental health diagnosis. The instructional program is a contracted service with Four Oaks of Iowa. Each Member District will arrange for transportation to the Consortium location in Ventura, Iowa for their resident students. The program calendar will follow the Host's calendar in regard to start and end dates and school breaks.

III. Name and Organization

This Consortium shall consist of Member Districts and the Host District but said Consortium shall not be considered a separate legal entity for purpose of Iowa Code Chapter 28E.

IV. Administrative Fiscal Agent

The Garner-Hayfield-Ventura School District will serve as the Fiscal Agent for the purpose of all costs and expenses 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 to Four Oaks, 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.

V. Educational Costs

1. Each member district is considered a contract holder with Four Oaks of Iowa and has responsibility for their committed seat costs and possible uncommitted set costs during the 2022-23 school year.
2. Four Oaks' total costs for the 2022-23 school year are \$477,819.00. This amount secures 7 seats for each of the two classrooms.
3. The Belmond-Klemme School District commits to 2 seats for the 2022-23 school year. The cost for each seat is \$34,130 for a total 2022-23 cost of \$68,260.
4. Should additional uncommitted seats be filled by a school district during the 2022-23 school year the district filling this seat will be billed \$190.00 per day that the student is enrolled. The amount collected for these additional uncommitted seats will be used to adjust the final costs for each consortium district at the end of the 2nd semester.
5. Each consortium member district will be billed 50% of their total cost at the start of the 1st semester. The remaining 50% of total costs will be billed at the start of the 2nd

semester.

6. Member districts will be given invoices that separate special education and general education costs for accounting purposes.

VI. Lease and Related Costs

Each Member District understands and agrees that GHV may lease a facility in connection with the purpose and program of the North Iowa Therapeutic Consortium by entering into a separate lease agreement with the owner of the facility. Each member of the consortium will be billed an equal amount of rent to cover utilities, equipment, and insurance. The estimated amount will be \$3,500 for the year. The lease will remain equal for all consortium members. If the lease cost exceeds the \$3,500 each Member District will be billed equally to cover the costs. If the lease cost does not exceed \$3,500.00 and there is a positive balance, refunds will be equally made to member districts. The lease cost shall be expended from the appropriate fund as authorized by law.

VII. Contracted Service

Each member of the consortium will be considered an equal holder of the contract with Four Oaks of Iowa to provide educational services.

VIII. 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 the 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 obligations of another school district.

Unless specifically provided in this Consortium Agreement, the Agreement shall not be construed as a delegation of authority by the board of education of any Member District, or the powers or responsibilities conferred upon them by Iowa Code.

IX. Consortium and Program Operation

The Administrators of the Consortium shall have all powers, privileges, and authority necessary and incidental to manage the affairs of the Consortium and to work with each other to manage the 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 shall include general administrative duties which may arise from time to time, including, but are not limited to:

- A. Setting policy and direct administrative regulations for the Consortium.
- B. Evaluating and preparing required reports on the effectiveness of Consortium and the program.
- C. Providing curriculum ideas for program offerings.
- D. Assessing the education needs and interests of the students within their respective districts.
- E. Providing long-range planning for the Consortium and program.
- F. Setting and evaluating program participation numbers and qualification guidelines.
- G. Discussing collective purchases for supplies, capital projects, etc. on behalf of the Consortium.
- H. Meeting periodically, as needed, to discuss issues associated with the program and Consortium.
- I. Other reasonable and necessary administrative duties.

X. 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 Member District from Consortium membership and deny its students access to the program.

XI. Administration

The Consortium shall be governed and administered by the superintendents of each participating school district (collectively, "The Administrators").

XII. Property

It is not contemplated that the Consortium will acquire, hold or dispose of any real property as part of this undertaking. Existing equipment, supplies, furniture, textbooks, or instructional aids and materials of each Member District may be used in the Consortium program.

The Host District may enter into leases or sublease arrangements for a building to house the Program. Said lease or sublease arrangements may be payable from the Physical Plant and Equipment Levy Fund (PPEL) or other legally authorized funds.

XIII. Amendments

The provisions of this Agreement may be added to, amended, or modified by a unanimous vote of the Administrators of all Member Districts. All other Consortium business not pertaining to amending this Agreement shall be decided by a simple majority of the Administrators of all Member Districts.

XIV. Termination

Upon termination of the Agreement, all assets owned by Member Districts shall be returned to the Member District. Identifiable expenditures shall be returned to the District of original ownership. Any remaining assets, equipment, supplies, textbooks, and furniture purchased jointly on a pro-rated basis shall be divided by the same proration, subject to depreciation. Such items will be physically divided. If not possible, one district shall compensate the other district for their prorated share of the depreciated value.

If assets are insufficient to pay all liabilities, members shall be assessed in such proportion.

A Member District may be involuntarily terminated at the end of the school year by a majority vote of the Administrators for failure to pay timely or otherwise not abiding by the terms of the Agreement.

XV. 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 shall automatically renew every July 1 for a one-year period unless participation is terminated by a Member District by providing written notice to all other Member Districts no later than **March 31**.

XVI. 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 and with rules and regulations of the Iowa Department of Education. Any provisions of this Agreement in conflict therewith shall be null and void and the remainder of the Agreement shall be binding upon all parties.

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.

XVII. Binding Effect

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

XVIII. Execution in Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

XIX. Severability

If any clause, provision, or section of this Agreement shall, for any reason, be held illegal or invalid by a court or administrative 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 of the section had not to be 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.

XX. Dispute Resolution

In the event the Member Districts are unable to agree to the interpretation or operation of this Agreement, 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 Host is located to assist in negotiated resolution to the dispute. The costs of mediation (if any) will be paid by the Member Districts involved in the dispute.

Fiscal Agent and Host District

_____ Board President Date _____

_____ Board Secretary Date _____

Member District

_____ School District (Enter School Name)

_____ Board President Date _____

STATE OF IOWA)
)
COUNTY OF _____)

On this ____ day of _____, 2022, before me, a Notary Public, in and for the State of Iowa, personally appeared _____ and _____, to me personally known to be the President and Secretary of the _____ School District, and said corporation described in and which executed the Agreement which this is attached, and that the School District has no seal, and that the Agreement was executed and signed on behalf of the School District by authority of its Board of Directors; and that the said President and Secretary, as such officers acknowledged the execution of the Agreement to be the voluntary act and deed of the School District by it and them voluntarily executed.

Notary Public in and for the State of Iowa