



Iowa City Community School District  
INTERAGENCY AGREEMENT

This Agreement is made by and between the Iowa City Community School District (hereafter “ICCSA” or “District”), 2255 N. Dubuque Road, Iowa City, Iowa, 52245, and The Arc of Southeast Iowa (hereafter “Partner Organization”), further identified below.

Name: The Arc of Southeast Iowa  
Address: 2401 Towncrest Drive  
City, State, Zip: Iowa City, IA 52240  
Phone: 319-351-5017

Scope of Work: Partner Organization will provide summer programming at the following District school building(s):

- Mark Twain Elementary
- Tate High School

The number of students we plan to to serve is: 32

List the space/room(s) that will be used in the building and the licensing capacity of each space:

ROOM	CAPACITY #
Gymnasium (Twain & Tate)	22/30
Cafeteria (Twain & Tate)	22/30
Kitchen/Kitchenette (Twain & Tate)	10/10
Atrium at Twain and SPED classrooms (2)	10/10

**GENERAL CONDITIONS**

Expected Outcome: Preschool through High School Transitions students attending The Arc of Southeast Iowa youth services will have access to a safe and high-quality

out-of-school time programming overseen by trained staff that offers a broad array of enrichment opportunities.

**ICCSA Building Administrator(s) or their designee will carry out the following activities to support the partnership:**

- Meet with the Home and Community Based Services (HCBS) Director.
- Publish a notice in appropriate publications that the District has an agreement with the partner organization to provide on-site summer program.
- Ensure that the program space is reserved in the District's Facilities Request System. This agreement serves as the facilities use approval for the partner organization.
- Provide and maintain dedicated space within the school(s). A notice of at least two weeks shall be given to the Director if dedicated space is not available during program hours. The Director needs adequate time to make adjustments so that the program can continue to legally operate.
- Refer students and families to the program.

**ICCSA District Administration Leadership Team will carry out the following activities to support the partnership:**

- Ensure relevant District policies are available for HCBS Directors.
- Manage Interagency Agreement.
- Provide notice of at least two weeks to HCBS Directors if there is a change to the space being used that may impact youth program hours (i.e. early release before an extended break).
- Support Youth Programs in upholding required guidelines, provided by the District, that relate to the safety and security of their programs (i.e. the District requires doors be locked at all times and will work with Directors to maintain the doorbell/phone systems).

**Partner Organization will carry out the following activities to support the partnership:**

- Employ a Director who is assigned to oversee program operations.
- Offer summer program onsite or in partnership with neighboring schools as a combined site.
- Enroll four-year-old preschool students through high school transitions students in the in the summer program.
- Post hours of operation and program schedule, including non-school days, on the program's web-site and communicate with the building administrator.
- Coordinate all staffing, supplies, student enrollments, and other aspects of the youth programming operations. Operational expenses are the sole responsibility of the Partner Organization.

- Manage all posting and hiring of staff.
- Maintain timely communication regarding operational and facility issues or requests.
- Comply with guidelines established by the United States Department of Agriculture (USDA) regarding healthy snacks.
- Annually per District request, HCBS Director(s) will submit the document listed below to the District's Business Office:
  - Current copy of the Partner Organization's certificate of insurance. If the policy expires during the agreement period, please provide an updated certificate at that time.
- Collaborate with the building administrator on the schedule and hours of operation.
- Consult with the building administrator prior to sending home mass communication resulting in any occurrence which has sensitive information, notifies families of suspicious activity, and/or concerning physical or mental altercations (i.e. the police needing to be called).
- Establish program policies and procedures related to medical care that align with District policies and/or HHS licensing procedures, including but not limited to storage and documentation of medication.
- Align with the District's toileting expectations for preschoolers - "Statewide Voluntary Preschool Programs do not mandate that children need to be fully potty trained for enrollment."
- Ensure youth programming students are not entering unauthorized spaces at any time.
- Provide families with clear communication that youth program(s) do not have access to District Nurses for student care or staff training purposes.
- Provide a list of Partner Organization staff to the building administrator and update as new staff are hired. Program staff must wear identification that signifies that they are youth programming staff.
- Maintain a program website which includes the Partner Organization's parent handbook, non-discrimination policies, grievance procedures, HHS complaint contact information (when applicable), contact information for the Partner Organization's Board President and/or Organization Supervisor, as well as other relevant program information.
- Include the following paragraph in the parent handbook and HCBS youth program website:
  - "HCBS-funded youth programming is specifically designed to serve children and teens with identified disabilities and support needs. As such, the program operates under defined eligibility, admission, and discharge criteria in alignment with HCBS service requirements. These criteria are made available to families upon request.

The program is committed to providing supportive, inclusive services within the scope of its staffing, resources, and program design. Enrollment decisions are made based on the program's ability to safely and appropriately meet each participant's needs. When a participant's needs exceed what can be reasonably supported within the program, the provider will communicate with the parent/guardian to discuss appropriate alternatives or transitions."

- Refer families to potential sources of funding for their child to access HCBS youth programming and when needed, assist parents in the application process for State Waiver Program Assistance.
- Build transportation and field trip fees into the program's tuition and limit other auxiliary fees to accommodate barriers to participation for families on free and reduced lunch.
- Comply with all applicable District policies, including but not limited to, ICCSD Board Policies 102 (*Equal Educational Opportunity*) and 905.1G1 (*Community Use of School District Buildings and Grounds*), found on the District website.
- Comply with all applicable Federal, State and Local laws, regulations, and ordinances.
- Agrees to follow all ICCSD health and safety guidelines.
- Follow the District custodial management's guidelines and procedures provided by the District.

**ALLOWABLE COSTS and PAYMENT:**

Partner Organization shall be responsible for providing the services described in this Agreement to students of the District whose families desire such services from Partner Organization. The Partner Organization may establish a fee for the cost of participation. The fee will be established based on staffing costs and other expenses.

Payment of fees established for participation in the HCBS youth programming shall be the responsibility of the families. The District shall make no financial payments to Partner Organization in connection with the services provided under this Agreement and the Partner Organization shall make no claim against the District for any such payments unless the District and Partner Organization have agreed to blend a district-sponsored program or funding has been approved through the Community Education application process. The Partner Organization will invoice the District monthly for approved funding.

The Partner Organization will make all reasonable efforts to make the program accessible for all families. The Partner Organization will access Medicaid Waiver, Children at Home funding (when available), grant funding or other funding to support families who have limited ability to pay.

Board Policy 905.1G1 outlines Community Use of School District Buildings and Grounds, no charge will be assessed to the Partner Organization if programming is of benefit to the school district either through instruction and/or financial contributions and the goals and objectives of the Partner Organization align with the goals and objectives of the District.

**BACKGROUND CHECKS:**

The Partner Organization shall be responsible for conducting background checks on employees, contractors, and other paid personnel provided by the Partner Organization under this Agreement. The background checks will be conducted in accordance with HHS licensing regulations, and will include criminal records screening through the Iowa Department of Criminal Investigation, HHS's child abuse registry, and the Iowa Sex Offender Registry.

All volunteers shall be required by the Partner Organization to participate in the District's background check process. Partner Organization shall complete and submit the District background check form for each volunteer to the District in accordance with the timelines set by the District. The background checks will be conducted by the District in accordance with its usual procedures and standards for volunteers.

Partner Organization agrees that violation of the requirements regarding background checks can result in immediate termination of this Agreement by the District following review of the violation by the District with Partner Organization.

**INSURANCE:**

The Partner Organization shall carry, at all times, and maintain in full force and effect, at its sole expense, General Liability, Professional Liability, and Sexual & Physical Abuse Liability insurance in the minimum amount of one million dollars (\$1,000,000) per occurrence, and the aggregate of two million dollars (\$2,000,000).

The Partner Organization shall carry Workers Compensation insurance on its employees in amounts required by law. All such insurance shall be carried with an insurance company with an A.M. Best rating of A- or higher.

The District shall be named as an additional insured on the General Liability policy. Partner Organization shall provide proof of insurance of General Liability and Workers Compensation policies annually. Proof of insurance is to be sent to the District by October 1st of each year and upon renewal of the Partner Organization's insurance policy.

**CONFIDENTIALITY:**

The Partner Agency will secure a Consent to Release and Exchange of Information for each student participating in the youth programming. This must be in place to supply the Partner Organization with any confidential information concerning the District and its students only as needed for the reasonable operation of the program and only to the extent permitted by applicable law.

The Partner Organization and the District agree to treat as confidential all information provided by and relating to any of its students. The Partner Organization and the District shall use the confidential information solely for the purposes called for under this Agreement and shall ensure that no individual, other than those who have the need for said information in the performance of job duties called for under this Agreement, shall have access to said information.

The Partner Organization and the District agree not to disclose or share said information with any other individual or organization, including, but not limited to, other staff or board members at Partner Organization not associated with the specific HCBS program, unless an appropriate release of information has been signed by the student's parent or legal guardian.

The Partner Organization and the District agree to comply with all applicable confidentiality laws relating to this Agreement, including, but not limited to, FERPA, 20 USC 1232g and corresponding regulations at 34 CFR Part 99.

The Partner Organization and the District agree that violation of this provision can result in immediate termination of this Agreement following review of the violation by both parties, and/or that the District, at its sole discretion, may require the Partner Organization immediately reassign any Partner Organization employee that violates this section to an assignment/position that is not associated with the District.

**INDEMNIFICATION:**

The Partner Organization shall defend, indemnify, save, and hold harmless the District, and its directors, officers, employees, and agents, from and against any and all claims, liabilities, court awards, judgments, damages, losses, costs, expenses, and attorney's fees incurred as a result of any acts or omissions of the Partner Organization in the performance of this Agreement, except to the extent resulting from negligent acts or omissions on the part of the District.

All insurance policies covering the Partner Organization's HCBS youth programming shall include the District as an additional insured and shall include a Governmental Immunities Endorsement which does not waive any of the defenses of

governmental immunity available to the District under Section 670.4 of the Code of Iowa, as it now exists and as it may be amended from time to time.

**STATUS of PARTIES:**

Nothing in this Agreement is intended to create, or will be deemed or construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. No joint venture, partnership, employment, or organization relationship exists between the District and Partner Organization as a result of this Agreement, and neither party, nor any of their respective agents, employees, subcontractors, or representatives, will be construed to be the agent, employee, subcontractor, or representative of the other. Neither party has the authority to create any obligations for the other, or to bind the other to any representation, statement, or document.

The Partner Organization shall in all instances be considered the employer of the personnel providing the services under this Agreement and shall be responsible for all obligations in connection with this employer-employee relationship, including but not limited to payment of wages and benefits, and the provision of requisite insurance, including, but not limited to, workers' compensation insurance.

**ENTIRE AGREEMENT and SEVERABILITY:**

This Agreement constitutes a complete understanding of the parties with respect to the subject matter herein and supersedes, replaces and merges all prior understandings, promises, representations, and agreements, written or oral, relating thereto. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of this Agreement shall remain in full force and effect.

**NOTICE:**

Any notice required or permitted by this Agreement will be deemed to be delivered, and thus effective, when personally received, or received by United States Mail, postage prepaid, certified mail return receipt requested, or receipt is refused, addressed to the party at the addresses set forth on the first page of this Agreement.

**STATE LAW and JURISDICTION:**

To the extent not preempted by federal law, this Agreement shall be construed in all respects under the laws of the State of Iowa. The parties agree that any litigation arising between them related to this Agreement shall be initiated and maintained in Johnson County, Iowa.

**ASSIGNABILITY:**

The Partner Organization's obligations under this Agreement may not be assigned, or delegated, or transferred in any manner, without the express written consent of the District.

**MISCELLANEOUS:**

The parties hereto have executed this Agreement as of the dates shown next to their signatures below. The Partner Organization and the District acknowledge that each of them has carefully read this Agreement, that each of them has had the opportunity to consult an attorney and/or certified public accountant to have any questions concerning this Agreement explained to them, and that each of them understands its final and binding effect, that the only promises made to the Partner Organization and the District to sign this Agreement are those stated in this Agreement and that the Partner Organization and the District are each signing this Agreement voluntarily.

**TERM:**

The term of this Agreement shall be for the period commencing June 1, 2026 and continuing until June 30, 2028. Either party may terminate this Agreement at any time by providing the other party with at least ninety (90) days' prior written notification of termination. It is the intent of the parties that the BASP shall be continued for subsequent school years unless and until terminated by either party.

**Approved and Agreed:**

**District:**

By:     Ruthina Malone      
*Board President (Printed Name)*

By: \_\_\_\_\_  
*(Signature)*

Date: \_\_\_\_\_

**Partner Organization:**

By: Chelsey Markle, Executive Director  
*Board President or Exec Director (Printed Name)*

By: Chelsey Markle  
*(Signature)*

Date: 05/27/2026

