



Iowa City Community School District
INTERAGENCY AGREEMENT

This Agreement is made by and between the Iowa City Community School District (hereafter "ICCS" or "District"), 2255 N. Dubuque Road, Iowa City, Iowa, 52245, and [Shimek BASP] (hereafter "Partner Organization"), further identified below.

Name: Shimek Before and Afterschool Program (BASP)
Address: 1400 Grissel Pl.
City, State, Zip: Iowa City, IA, 52245
Phone: 712-310-4800

Scope of Work: Partner Organization will provide before school, after school and/or summer programming at the following District school building(s):

- [Shimek Elementary]

The number of students we are currently licensed to serve is: 95

List the space/room(s) that are licensed in the building and the licensing capacity of each space:

ROOM	CAPACITY #
Cafeteria	120
Gym	73

GENERAL CONDITIONS

Expected Outcome: Preschool through 5th grade students attending the Before and After School Programs (BASPs) 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.

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

- Meet regularly with the BASP Director.
- Publish a notice in appropriate publications that the District has an agreement with the partner organization to provide on-site before, after school and/or summer programming.
- Communicate changes in District policies and practices, which will have an impact on the operation of the program (e.g. changes in attendance areas, bell schedule, etc.), to the BASP Director.
- 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) that meet Iowa Department of Health and Human Services (HHS) licensing requirements. HHS citations regarding space issues are to be addressed by the building administrator or their designee. 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.
- Invite BASP Directors to participate in building professional development opportunities as appropriate (i.e. PBIS, behavior de-escalation, active intruder training).
- Refer students and families to the program.

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

- As resources allow, provide training opportunities for BASP Directors and staff that include topics relevant to enhancing before and after school programming.
- Ensure relevant District policies are available for BASP Directors.
- Facilitate yearly meeting(s) with BASP Directors to support best practice and promote partnership opportunities.
- Process volunteer background checks.
- Include BASP Directors in communication to families regarding late start, early release, and school cancellations.
- Manage District scholarship, grant, and other applicable funds to support increased student access to BASPs.
- Maintain and update program information and links on the District website.
- Manage Interagency Agreement.

- Assist Partner Organization(s) in maintaining “mission partner status” with the bus company in contract with the District in order to allow the Partner Organization to access the District rate for field trip buses.
- Provide notice of at least two weeks to BASP Directors if there is a change to the ICCSD bell schedule that may impact BASP program hours (i.e. early release before an extended break).
- Annually review the District-approved formula for priority enrollment, which serves students in need (i.e. homelessness, foster care, etc.) and the flat rate for scholarship reimbursement which will be communicated by the District annually.
- Support BASPs 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.
- Provide before and after school programming as agreed upon by the parties and based on the need expressed by families and school community.
- Offer summer program onsite or in partnership with neighboring schools as a combined site.
- Enroll four year old preschool students through fifth grade students in the before and after school year program and at minimum, K-5 students in the summer program.
- When open on school year non-school days, care must be offered to all students enrolled in the program (four year old preschool students through fifth grade students).
- Post hours of operation and program schedule, including non-school days, on the program’s web-site and communicate with the building administrator.
- HHS licensed programs must secure and maintain a license from HHS to provide before and after school and summer care and comply with all HHS licensing regulations.
- Coordinate all staffing, supplies, student enrollments, and other aspects of the BASP 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.
- Follow the District waitlist guidelines outlined on the District website.

- Annually per District request, BASP Director(s) will submit the documents listed below to the District's Business Office:
 - Most recent Fiscal Year-End financial statement for each program site using the template provided by the District.
 - 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.
- Meet regularly with the building administrator or their designee.
- Consult with the building administrator prior to a student's long-term suspension or expulsion from the BASP.
- 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).
- Participate in training opportunities offered by ICCSD which may include training relevant to District policies and compliance.
- Secure from all parents a signed release of information to exchange information with the District regarding the students in the program (form provided by the District).
- Establish program policies and procedures related to medical care that align with District policies and 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 BASP students are not entering unauthorized spaces at any time.
- Provide families with clear communication that BASP 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 BASP staff.
- Include the student demographic information form, provided by the District, in your enrollment paperwork.
- Annually upon request, share student, staff, and board/organization member demographics data.
- 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.

- Follow the District's process for priority enrollment to serve students in need, (e.g. homelessness, foster care, etc.) determined by a District-approved formula. If a need is requested, additional slots beyond the formula will be determined at the building level with the involvement of the ICCSD District Leadership Team, Building Administrator, and BASP Director. The formula for priority enrollment will be reviewed annually. Based on the availability of funds and the building's free and reduced lunch percentage, a specific number of spots will be reserved for students who fit the criteria.
- Include the following paragraph in the parent handbook and BASP program website:
 - "Pursuant to the Americans with Disabilities Act (ADA), a child with a disability is entitled to an equal opportunity to participate in before and after school programs. BASPs will make all reasonable accommodations in policies, practices, or procedures to accommodate children with disabilities, unless accommodations would pose an undue burden or fundamentally alter the nature of the program. If a BASP program is unable to provide accommodations for a child with a disability, a meeting must be scheduled with the parent/guardian, the building administrator or their designee, and the BASP Director before a decision is made to ensure demonstration of an undue burden or a fundamental alteration to the program has been met. If a decision can not be agreed upon, further discussion will take place with an ICCSD District Administrator designee."
- A student previously denied, suspended, or expelled from the program will be considered for re-entry on an annual basis in a process that includes the BASP Director, the Building Administrator, and the family.
- Collaborate with the District on grant applications and/or other resource development activities to increase accessibility of the program.
- Refer families to potential sources of funding for their child to access BASP and when needed, assist parents in the application process for State Child Care Assistance.
- Waive school-year registration and activity fees for families on free and reduced lunch if families choose to disclose this information to the Partner Organization.
- 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 BASP 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 BASP accessible for all families. The Partner Organization will access State Child Care Assistance, Community Education 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 BASP. 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 BASP, 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 BASP 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 July 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: Grace Fahey
Board President or Exec Director (Printed Name)

By: Grace Fahey
(Signature)

Date: 5/27/26