

**Iowa City Community School District
Community Education District Wide Advisory Council (CEDAC)
Meeting Minutes
February 1, 2013**

Council members present:

Sherri Proud, Pete Wallace, Lynette Jacoby, Marcia Bollinger

ICCSA staff present:

Amy Minter, Joan Vanden Berg, Kate Moreland, Susie Poulton

1. Approve September meeting minutes.

It was noted that Amy is the Director of Camp Coralville, not Kirkwood Kicks. Pete Wallace moved to approve the minutes, Lynette Jacoby seconded the motion. All voted in favor of approving the minutes, with change noted.

2. Updates on the blending of the BASPs with the district's 21st Century Community Learning Center programs.

Joan provided updates on the 21st CCLC programs. The blended program at Twain has been going very well. A continuation grant proposal was submitted for Wood. We unofficially have received notification that the grant has been approved. As of June of 2013, the Wood BASP will also be a blended program. "Share at Wood," the current BASP will dissolve as of June 1, 2013. Neighborhood Centers of Johnson County will be expanding their partnership with the district to offer a blended program at Wood, based on the program model at Twain.

Hills is no longer eligible for federal funding, since we've had a grant there for the past 13 years. We are currently allocating \$62,000 to Hills in SILO which we plan to continue. Initial discussions have begun with the Hills Care for Kids program, the BASP at Hills, to investigate how our two after school programs can blend. The Hills parent board has been cautious, but we are moving forward with a blended program.

Weber is in the fifth year of a five-year grant and will no longer eligible for federal funding, since the free and reduced lunch is below forty percent. Weber currently receives \$75,000 in SILO funds that we plan to continue. Amy and Joan will be meeting with Weber this month. Lynette shared that Pheasant Ridge receives Decat funding and services could be provided at the school.

Lucas was eligible for a 21st CCLC grant. We held two planning meetings at Lucas, but they chose not to pursue the grant for the 2013-2014 school year.

3. Review of the BASP draft Interagency Agreement

Susie shared copies of the Interagency Agreement that has been reviewed by the district's attorney. (See attached.) Committee members read the draft agreement. Please note that in the attached document that Susie highlighted in yellow the topics of discussion for CEDAC. (Licensing, standards of care, and sliding fee scale.) Minor additions / corrections that were suggested at the meeting are in red.

The committee had a lengthy discussion about licensing and would like to see clarification from the district's attorney about providers (i.e. Parks and Recreation) who are exempt from licensing as per Chapter 237A.

It was decided that Standards of Care could be adopted yet this year. We will need to work on what we want to know. What will the reporting on this be? It was suggested that we work with the BASP programs and form a sub-committee to work on the Standards of Care, based on the Iowa Afterschool Alliance.

Committee members questioned the sliding fee scale. We will consult with the attorney to see if it is necessary to include. The committee discussed what kind of budget information we needed. It was decided that we would like a projected budget to be submitted at or around the beginning of the new fiscal year and then a mid-year report. The budget would include standard line items-- personnel, transportation, etc ., but the budget does not need to be overly detailed. A sample budget would be provided for directors to see. We will also seek their input as to what dates would be best for them to submit. Ideally, what we are requesting and the time line would align to what they are already doing for their respective boards.

4. Next steps on the Interagency Agreement

The committee discussed next steps :

- 1) Consult with the district's attorney about the licensing requirements and the sliding fee scale.
- 2) Send the interagency agreement to the Directors and the Board Presidents, have a meeting to answer questions -- **noon on March 6th and 6:30 pm on March 7th**. Also ask for volunteers from the BASPs to serve on a sub-committee to review the standards of care.
- 3) Send the Interagency Agreement to the ICCSD Board of Directors.

5. Review budget

Joan distributed a budget report. (See attached.) Joan asked if this provided adequate detail and committee members reported that it did. Joan pointed out that we have not yet spent Kirkwood funds, as that grant has a January - December fiscal year and the match requirement began as of January 2013.

Joan mentioned that the committee will have several budget decisions to make as we are trying to sustain several programs without federal funding.

Next CEDAC business meeting: Friday, March 29th at 8:30.

**Iowa City Community School District
INTERAGENCY AGREEMENT**

This Agreement is made by and between the Iowa City Community School District (hereafter “ICCSA” or “District”), 1725 N. Dodge Street, Iowa City, Iowa, 52245, and (hereafter “Partner Agency”), further identified below.

Name: Your agency name
Address:
City, State, Zip:
Phone:

Pursuant to this Agreement, Partner Agency shall provide a Before/After School Program (“BASP”) for ICCSD. The parties agree that this Agreement will be performed in accordance with the following conditions:

GENERAL CONDITIONS

EXPECTED OUTCOME:

Students will have access to a safe and enriching out-of-school program which will assist them to be successful in school and become productive members of the community.

SCOPE OF WORK:

Partner Agency shall provide the BASP at the following ICCSD school building(s):
_____.

Partner Agency shall provide the BASP on the following days:
_____,
and during the following times: _____,
or as otherwise mutually agreed upon by the parties.

ICCSA, through the Building Administrator, with support from the Director of Health and Student Services, Director of Extended Day Learning, Youth and Family Development Coordinator, and other staff, as appropriate, will carry out the following:

- Communicate regularly with BASP Director and Board President
- Publish in student handbooks, parent newsletters, staff communications and other publications a notice that the ICCSD has an agreement with xxx to provide before and after school child care services on-site.
- In collaboration with Partner Agency, secure from the parent a signed ICCSD release of information to be able to share information regarding the student participant’s social, health and academic needs as appropriate to meet the student participant’s needs in the after-school program.
- Develop a communication plan with school-day teachers.
- Provide access to a dedicated main space within the school, at a minimum thirty-five square feet per program participant. Specific description of designated space will be

available to allow for small group activities to assist with accomplishment of program goals. Partner Agency's use of such facilities shall be subject to and in accordance with ICCSD policies, regulations, and other rules regarding facility use.

- Coordinate professional development on the following topics:

CPR

First Aid

Mandatory Child Abuse reporting

PBIS / Behavior Management

Universal Precautions

Positive Youth Development

Individual consultation for specific student needs

Child Care Assistance

ICCSD Policies and Procedures

Partner Agency will carry out the following:

- The BASP Director and Board President will communicate regularly with ICCSD building administrator or other ICCSD personnel as appropriate. Partner Agency shall employ the BASP Director, who is to be assigned to the BASP and accessible to ICCSD. The BASP Director or such other designated supervisor shall be on site during BASP sessions.

- Secure and maintain a license from the Iowa Department of Human Services to provide after school and/or summer care and comply with all Department of Human Services licensing regulations, unless exempt from DHS licensing.

- Provide supervision of students participating in the program at a ratio of no less than 1 staff member to every 15 students (or such other ratio as may be required by law). All staffing, supplies, student enrollments, and other aspects of the BASP operations are the sole responsibility and expense of the Partner Agency.

- Maintain staff files which include the following:

Criminal record check, sex offender check, and child abuse check

First Aid and CPR training

Mandatory Reporters Training

Universal Precautions training

Physical upon hire (or 6 months prior to hire)

TB test

- Provide a list of staff and contact information to the building administrator for all Partner Agency staff who will be working on-site, as well as board members.
- Follow standards of care adopted by the ICCSD Community Education Advisory Council and provide periodic reports to the Council.
- Complete background checks on any volunteers.
- Maintain child files which include the following (or have parent consent on file to access this information from school records):

Emergency Contacts

Health history

Immunization

Intake

Personal child info

Release of information

- Document CACFP enrollment
- Refer parent to potential sources of funding for the service, either through Child Care Assistance or private pay.
- Assist parents in the application process for **State** Child Care Assistance.
- Maintain attendance
- File claims for Child Care Assistance
- Provide a copy of the program's parent handbook to the building administrator and the ICCSD Educational Services Center
- Provide a projected budget to the ICCSD business office
- Provide a **bi-annual** financial statement to the ICCSD business office that includes, at a minimum, income received and detailed expenditures.
- The Partner Agency agrees to comply with the ICCSD's Equity Statement in delivering services to students and families and while working with employees of the ICCSD. It is the policy of the Iowa City Community School District not to discriminate on the basis of race, creed, color, religion, national origin, gender, age, marital status, sexual orientation, gender identity, veteran status, disability, or socioeconomic status in its educational programs, activities, or employment practices. The Partner Agency agrees to make reasonable accommodations for students with a disability to ensure access to the program. Partner Agency agrees that violation of this provision can result in immediate termination of this Agreement by the District, and/or the District, at its sole discretion, may require the Partner Agency immediately reassign any Partner Agency employee that violates this section to an assignment/position that is not associated with the District.
- The Partner Agency agrees to follow all applicable ICCSD policies, including but not limited to policies on bullying and harassment, Board Policy 102 and Dangerous Weapons, Board Policy 106. (See attached.) The Partner Agency shall comply with all other applicable rules and regulations of ICCSD, as may be established by ICCSD in writing from time to time. The Partner Agency shall comply with applicable federal, state, and local laws and regulations.

ALLOWABLE COST AND PAYMENT: Partner Agency shall be responsible for providing the BASP services described in this Agreement to students of the District whose families desire such services from Partner Agency. Fees charged to families for participation in the BASP shall be **established pursuant to a sliding fee schedule** based upon staffing costs and other expenses and a family's ability to pay, and such fees are subject to the approval of ICCSD. The Partner Agency will access Child Care Assistance and Private Pay to obtain compensation for the services provided. The District shall make no financial payments to Partner Agency in connection with the services provided under this Agreement and Partner Agency shall make no claim against the District for any such payments, unless the District and Partner Agency have agreed to be in a district-sponsored program with the Partner Agency that requires compensation for services to either party.

BACKGROUND CHECKS: Partner Agency shall be responsible for conducting background checks on all personnel, both paid and volunteer, provided by Partner Agency under this Agreement. The background checks will be conducted in accordance with procedures approved by the ICCSD and will include criminal records screening through the Iowa Department of Criminal Investigation and the Iowa Department of Human Services' child abuse registry as well as the Iowa Sex Offender Registry. Only personnel whom are approved by ICCSD prior to

beginning work shall be permitted to provide services under this Agreement. All records and other information relating to the background check process shall be made available to the ICCSD upon request.

INSURANCE. The Partner Agency 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). Furthermore, the Partner Agency 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. ICCSD shall be named as an additional insured on the General Liability policy. The Partner Agency shall provide proof of such insurance annually to ICCSD.

CONFIDENTIALITY. ICCSD will supply the Partner Agency with 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 Agency agrees to treat with confidentiality all information provided by and relating to ICCSD and any of its students. The Partner Agency 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. Partner Agency agrees not to disclose or share said information with any other individual or organization, including, but not limited to, other staff at Partner Agency not associated with the specific BASP, unless an appropriate release of information has been signed by student's parent, legal guardian, or by an eligible student. The Partner Agency agrees to comply with all applicable confidentiality laws relating to this Agreement, including, but not limited to, the Family Educational Rights and Privacy Act, 20 USC 1232g and corresponding regulations at 34 CFR Part 99. The Partner Agency warrants that in the performance of this Agreement, it will comply with all applicable Federal, State and Local laws, regulations, ordinances, and applicable ICCSD policies and rules. Partner Agency will participate annually in a presentation of the ICCSD on confidentiality. Partner Agency agrees that violation of this provision can result in immediate termination of this Agreement by the District, and/or that the District, at its sole discretion, may require the Partner Agency immediately reassign any Partner Agency employee that violates this section to an assignment/position that is not associated with the District.

INDEMNIFICATION. The Partner Agency shall defend, indemnify, save, and hold harmless ICCSD, and its directors, officers, employees and agents, from and against any and all claims, liabilities, court awards, judgments, damages, costs, expenses, and attorney's fees incurred as a result of any acts or omissions of the Partner Agency in the performance of this Agreement.

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 agency relationship exists between ICCSD and Partner Agency 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 Agency 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; 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 three days after being placed in the United States Mail, postage prepaid, and addressed to the party at the addresses set forth on the first page of this Agreement, with attention to Joan VandenBerg at ICCSD and _____ at Partner Agency.

STATE LAW AND JURISDICTION. To the extent not pre-empted 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 Agency's obligations under this Agreement may not be assigned or delegated or transferred in any manner, without the express written consent of ICCSD.

MISCELLANEOUS. The parties hereto have executed this Agreement as of the dates shown next to their signatures below. The Partner Agency and ICCSD 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 Agency and ICCSD to sign this Agreement are those stated in this Agreement and that the Partner Agency and ICCSD are each signing this Agreement voluntarily.

TERM. The term of this Agreement shall be for the period July 1, 2013 – June 30, 2014. Notwithstanding the foregoing provision, the District may terminate this Agreement at any time in advance of the stated term expiration date by providing the Partner Agency with at least sixty (60) days' prior notification of termination. It is the express intent of the parties that the BASP shall be continued for subsequent school years, and the District agrees to notify the Partner Agency no later than May 30 of each year of its intent to renew the Agreement for the subsequent year. If the District does not notify Partner Agency of its intent to renew the Agreement, the Agreement (and the BASP provided hereunder) shall expire at the end of the

specified term. Any new Agreement for subsequent terms must be negotiated, agreed upon, and executed by the parties.

COUNTERPARTS: BINDING. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Approved and Agreed:

ICCSD

PARTNER AGENCY

By: _____
(Signature)

(Signature)

Susie Poulton
(Printed Name)

(Printed Name)

Director of Health and Student Services
(Title)

(Title)

Date: _____

Date: _____

By: _____
(Signature)

Marla Swesey

Board President
(Title)

Date: _____

SILO
2012 - 2013
December 31, 2012

	Budget	Actual	Difference
Personnel - FRC	\$300,414.24	\$150,207.12	\$150,207.12
Mileage		\$375.00	-\$375.00
Kirkwood EDL	\$18,750.00		\$18,750.00
Hills EDL	\$62,163.00	\$28,169.80	\$33,993.20
Weber EDL	\$75,000.00	\$29,804.61	\$45,195.39
Twain EDL	\$23,587.00	\$16,987.78	\$6,599.22
Wood EDL	\$75,000.00	\$34,278.73	\$40,721.27
Undesignated	\$45,500.00		\$45,500.00
Grand Total	\$600,414.24	\$259,823.04	\$340,591.20

57%