

APPENDIX A
Linn-Mar Community School District
INTERAGENCY AGREEMENT

This Interagency Agreement (the "Agreement") is made by and between the Linn-Mar Community School District (hereafter "LMCSD" or "District"), 3556 Winslow Road, Marion, Iowa, 52302, and (hereafter "Partner Organization"), further identified below.

Name: Hand In Hand Early Care & Education Center

Address: 3524 35th Avenue

City, State, Zip: Marion, IA 52302

Phone: (319) 373-3630

Pursuant to this Agreement, the Partner Organization shall provide a Before/After School Wrap Daycare for Preschool for the District. The parties agree that this Agreement will be performed in accordance with the following conditions:

GENERAL CONDITIONS

Expected Outcome: All students will have access to a safe and enriching out-of-school program designed to support their access in school and development as productive members of the community. The Before/After School Wrap Daycare for Preschool will align their program goals to be similar or compatible with goals and objectives of the District. Nothing in this Agreement shall be construed as creating any responsibility on the District to oversee, supervise, or in any manner direct the Partner Organization in this endeavor.

Scope of Work and Schedule: The Partner Organization shall provide before and after school and wrap daycare for preschool at the following District school building(s):

- Linn Grove Elementary School at 2301 50th St., Marion, IA 52302 (the "Facility").
- Echo Hill Elementary School at 400 Echo Hill Rd., Marion, IA 52302 (the "Facility").

I. The District Building Administrator(s) or Their Designee will Carry Out the Following Activities to Support the Partner Organization:

A. Communication

1. Meet bi-monthly with the Wrap Daycare for Preschool Director;
2. Publish in student handbooks, parent newsletters, staff communications, and other publications a notice that the District has an agreement with the Partner Organization to provide before and after wrap daycare for preschool;
3. 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 Wrap Daycare for Preschool Director; and
4. Ensure that the program space is reserved in the District's facilities use database.

B. Provision of Space

1. Provide and maintain dedicated space within the Facility, including restrooms

and entrances, that complies with Iowa Department of Human Services (“DHS”) licensing requirements. Any DHS citations regarding space issues, if any, are to be addressed by the building administrator or their designee. This Agreement serves as the facilities use approval for the Partner Organization;

2. Playground areas may be available for the program but must be coordinated with the building administrator or designee in advance. The Partner Organization is responsible for supervision of all outdoor areas used by the Partner Organization, its employees, agents, and invitees;
3. Provide at least two weeks’ notice to the Wrap Daycare for Preschool Director if dedicated space within the Facility is not available during program hours, allowing the Director sufficient time to make necessary adjustments to ensure the program remains operational;
4. Provide keys or access cards for access to the Facility, shall be provided for designated representatives of Partner Organization. The Partner Organization shall ensure that the Facility is locked and secured as needed. Keys or access cards for access to the Facility must be returned to the District at the termination of this Agreement; and
5. The District may enter the dedicated space within the Facility without the prior approval of Partner Organization during the term of this Agreement, so long as such entry does not unreasonably interfere with Partner Organization’s use. The District may enter the dedicated space within the Facility at any time for emergencies.

C. Collaboration

1. Include the Director in building professional development opportunities as appropriate (i.e., PBIS, behavior de-escalation, ALICE training); and
2. Refer students and families to the program.

II. District Administration will Carry Out the Following Activities to Support the Partner Organization:

A. Provide Professional Development

1. Adult and Pediatric CPR and First Aid Training annually to WRAP Care staff;
2. Relevant District policies, including confidentiality, to ensure compliance with Family Educational Rights and Privacy Act (“FERPA”), annually to the Preschool WRAP Care Director; and
3. Facilitate one meeting a year with the Partner Organization to support best practice and exchange information.

B. Administrative Support

1. Process background checks for volunteers;
2. Include WRAP Care staff in communications to families regarding late start, early release, and school cancellations; and
3. Maintain and update program information and links on the District website.

III. Manage Interagency Agreement

Partner Organization Will Carry Out the Following:

A. Management

1. Will provide before and after school preschool daycare as agreed upon by the parties. Hours of operation and program schedule, including non-school days, will be posted on the program's website and communicated with the building administrator;
2. Employ a Director who is to be assigned to the program to handle all operational matters;
3. Secure and maintain a license from DHS to provide before and after preschool WRAP care and comply with all statutes, laws, ordinances, and codes applicable thereto;
4. Employ adequately trained and sufficient staff for the number of children accommodated in the childcare program. The Partner Organization shall be solely responsible for the quality of the childcare program and the certification of its employees;
5. Coordinate all staffing, supplies, student enrollments, and other aspects of the preschool WRAP care operations. Operational expenses are the sole responsibility of the Partner Organization;
6. Comply with guidelines established by the United States Department of Agriculture (USDA) regarding healthy snacks;
7. Establish waitlist guidelines for families, ensuring prioritization as needed; and
8. By October 1st of each year, each Preschool WRAP Care Director will submit to the District's Chief Financial Officer the documents listed below. These may be transmitted as digital files using a single document with the three files attached or via paper copy. Please provide the name of the organization and contact information for the person sending this documentation.
 - a. The most recent fiscal year-end financial statement for each program site;
 - b. The most recent copy of the Partner Organization's IRS 990 (long form preferred); and
 - c. A 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.

B. Communication and Collaboration

1. The Preschool WRAP Care Director will collaborate with the building administrator on the schedule and hours of operation;
2. The Preschool WRAP Care Director will meet every bi-monthly with the building administrator or their designee;
3. The Preschool WRAP Care Director will participate in FERPA training annually;
4. The Preschool WRAP Care Director will participate in training annually on relevant district policies, including confidentiality, to ensure compliance with FERPA;
5. The Partner Organization will secure from all parents a signed release of information to exchange information with the District regarding the students in the program;
6. Provide a list of staff to the building administrator of all Partner Organization staff and update as new staff are hired. Program staff will wear identification to identify themselves as Preschool WRAP Care staff; and
7. Maintain a program website which includes the Partner Organization's parent handbook, non-discrimination policies, grievance procedures, DHS complaint contact information and contact information for the Partner Organization's supervisor.

C. Accessibility

1. Establish a process for priority enrollment to serve students in need, (e.g., homelessness, foster care, etc.) determined by a District-approved formula. The formula for priority enrollments will be reviewed annually by the parties;
2. Pursuant to the Americans with Disabilities Act (ADA), a child with disability is entitled to an equal opportunity to participate in before and after school preschool daycare programs. The program 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 the program is unable to provide accommodations for a child with a disability, a meeting must be scheduled with the building principal, or their designee, and the District's Executive Director of Student Services before a decision is made to ensure demonstration of an undue burden or a fundamental alteration to the program has been met;
3. Collaborate with the District on grant applications and/or other resource development activities to increase accessibility of the program;
4. Refer families to potential sources of funding for the program, either through State Child Care Assistance or other grants;
5. Assist parents in the application process for State Child Care Assistance;
6. Waive school-year registration and activity fees for families on free and reduced lunch (which can be disclosed to the Partner Organization by the family);
7. By October 1st and May 31st of each year, provide to the District's Executive Director of Student Services a report with the number of students served in the program, demographic information: race, ethnicity, gender, disability, and the number of students receiving State Child Care Assistance, or other grants;
8. By October 1st and May 31st of each year, provide to the District's Executive Director of Student Services, a report of the demographic information for the students denied, suspended, or expelled from the program; and
9. A student previously denied, suspended, or expelled from the program will be considered for re-entry on an annual basis.

D. Compliance with District Policies, Federal, State, and Local Laws

1. The Partner Organization agrees to follow all applicable District policies;
2. The Partner Organization shall comply with applicable federal, state, and local laws and regulations specifically including, but not limited to, prohibitions on alcohol use and smoking in the building and on the grounds of the building pursuant to the Iowa Code Chapter 142D and restrictions on sex offenders pursuant to Iowa Code Chapter 692A; and
3. The Partner Organization shall not use, nor permit the use of, the Facility for any purpose which would adversely affect the value or character of the Facility or cause the Facility to lose exempt status for tax purposes.

IV. Allowable Costs and Payment

- A.** The 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;

- B.** Payment of fees established for participation in the Preschool WRAP Care Program 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;
- C.** The Partner Organization will make all reasonable efforts to make the Preschool WRAP Care Program accessible for all families. The Partner Organization will be responsible for accessing State Child Care Assistance, grant funding or other funding to support families who have limited ability to pay; and
- D.** Pursuant to Board Policy 1004.1-R, the District will not assess any fees to the Partner Organization, as the programming is intended to benefit the District and its students.

V. Maintenance

- A.** The District shall be responsible for routine maintenance, snow removal, and lawn care of the Facility as part of its normal operation of the building;
- B.** The Partner Organization shall be responsible for day-to-day aspects of operation of the dedicated space within the Facility during the term of use of the Agreement by the Partner Organization;
- C.** The Partner Organization shall make no alterations, additions, or improvements to the dedicated space within the Facility without the prior written approval of the District. The parties agree that the Partner Organization shall be responsible for all costs associated with any alterations, additions, or improvements made by Partner Organization. Any such alterations, additions, or improvements permitted hereunder to be made by the Partner Organization shall be solely in furtherance of the use of the dedicated space within the Facility for the purpose for which the dedicated space within the Facility is used and shall become the property of the District, unless otherwise agreed by the parties; and
- D.** The Partner Organization agrees to accept the dedicated space within the Facility in its present condition and configuration. The Partner Organization shall act as a reasonably prudent person to keep the dedicated space within the Facility clean and free and clear of all obstructions and nuisances in a reasonable and proper manner. The Partner Organization shall not permit the dedicated space within the Facility to be damaged or depreciated in value by any negligence or other act or omission of the Partner Organization or its directors, officers, employees, agents, representatives, invitees, or visitors, and the Partner Organization agrees to be responsible for any such damages.

VI. Background Checks

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

abuse registry, and the Iowa Sex Offender Registry;

- B. All volunteers shall be required by the Partner Organization to participate in the District's background check process. The Partner Organization shall complete and submit the District background check form for each volunteer to 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; and
- C. The 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 the Partner Organization.

VII. Insurance

- A. 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). An umbrella policy of one million dollars (\$1,000,000). If transportation is provided by the Partner Organization an auto liability policy shall also be provided;
- B. 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; and
- C. The District shall be named as an additional insured on the General Liability policy. The Partner Organization shall provide proof of such insurance annually to the District by October 1st of each year and upon renewal of the Partner Organization's insurance policy.

VIII. Confidentiality

- A. The Partner Organization shall secure a Consent to Release and Exchange of Information from all parents of children participating in the program. The Partner Organization will be provided with confidential information concerning the District and its students only as necessary 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 stated 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;
- B. 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 the Partner Organization not associated with the specific Preschool WRAP Care Program, unless an appropriate release of

information has been signed by the student's parent or legal guardian;

- C. 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; and
- D. 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.

IX. Indemnification

- A. 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, and expenses (including reasonable 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 gross negligent acts or omissions on the part of the District; and
- B. All insurance policies covering the Partner Organization's Preschool WRAP Care Program 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.

X. Status of Parties

- A. 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 the 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; and
- B. 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.

XI. Attorney's Fees

In the event that it shall become necessary for either party to institute legal proceedings against the other party for recovery of any amounts due and owing under the Agreement, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees and all expert witness fees incurred during pre-suit collection attempts, suit, and post judgment, appeal, or settlement collection. The obligations in this section shall survive expiration or termination of this Agreement.

XII. 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.

XIII. Notice

Any notice required or permitted by this Agreement will be deemed to be delivered, and thus effective, when personally received, or received by the 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, with attention to the District's Executive Director of Student Services and at the Partner Organization.

XIV. 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 Linn County, Iowa.

XV. 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.

XVI. 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.

XVII. Term

The term of this Agreement shall be for the period commencing July 1, 2025, and continuing until terminated as follows. 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 Preschool WRAP Care Program shall be continued for subsequent school years unless and until terminated by either party.

XVIII. 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:

District:

Colleen Fangman, Linn Grove Principal

Date:

Signature:

CJ McDonald, Echo Hill Principal

Date:

Signature:

Anne Faber, Exec Director of Student Services

Date:

Signature:

Katie Lowe Lancaster, Board President

Date:

Signature:

Partner Organization:

Preschool WRAP Care Director

Date:

Signature:

Preschool WRAP Care Director

Date:

Signature:

Partner Organization:

Title:

Date:

Signature: