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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
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Maxine McEnany, West Delaware County Community School District, 601 New Street, Manchester, IA 319-927-3515

I, Maxine McEnany, Board Secretary of the West Delaware County Community School District located at Manchester, Iowa do hereby certify that the attached copy of the 28E Agreement between the Iowa Department of Human Services and the West Delaware County Community School District has been approved and will be filed at the Delaware County Recorder's Office. Filed October 31, 2000.

West Delaware County Community School District

Maxine McEnany

Maxine McEnany, Board Secretary

Subscribed and Sworn to before me by Maxine McEnany, Board Secretary of the West Delaware County Community School District, Manchester, Iowa , this 31st day of October, 2000.

Brenda Wall
MY COMMISSION EXP...
12-22-02

Brenda K. Wall

Notary, Brenda K. Wall

28E AGREEMENT FOR SCHOOL-BASED SUPERVISION PROGRAMS

This Agreement, made and entered into effective July 1, 2000, by and among Juvenile Court Services of the 1st Judicial District, the Iowa Department of Human Services, and the West Delaware County Community School District. The parties agree as follows:

SECTION 1. IDENTITY OF THE PARTIES.

1.1 Juvenile Court Services of the 1st Judicial District ("JCS") is authorized, among other things, to provide school-based supervision programs. The JCS's address is PO Box 1468, Waterloo IA 50704-1468.

1.2 The Iowa Department of Human Services ("Department") is responsible for partial funding of school-based supervision programs. The Department's address is 5th Floor, Hoover Building, Des Moines, Iowa 50319.

1.3 The West Delaware County Community School District ("District") is authorized to partially fund school-based supervision programs. The District's address is 601 New Street, Manchester IA 52057.

SECTION 2. PURPOSE The parties have entered into this Agreement for the purpose of providing and funding of school-based supervision programs in compliance with 441 Iowa Administrative Code Chapter 151 and the State of Iowa Juvenile Court School Liaison Job Description (attached) for West Delaware County Community School District. Services provided to individual clients will vary.

SECTION 3. TERM. The term of this Agreement shall be from July 1, 2000, to June 30, 2001, unless earlier terminated in accordance with this Agreement.

SECTION 4. FILING. This Agreement or a recordable form of this Agreement shall be filed with the Delaware County Recorder by the District and by the JCS with the Iowa Secretary of State.

SECTION 5. RESPONSIBILITIES OF THE PARTIES.

5.1 Responsibilities of District.

5.1.1 District shall provide one (1) Juvenile Court School Liaison who shall be considered an employee of the District.

5.1.2 Juvenile Court School Liaisons provided under this Agreement will be under the direct control and supervision of the District.

5.1.3 District and the JCS shall be jointly responsible for the intervieweing and selection of the Juvenile Court School Liaisons. The District shall be solely responsible for hiring, disciplining, firing, and compensating the Juvenile Court School Liaisons. In the event the JCS or the Department believes that any Juvenile Court School Liaison fails to perform duties in a manner which is consistent with this Agreement, the JCS or the Department shall notify the District. District will then take such action as to investigate and, if appropriate, discipline or reassign the Juvenile Court School Liaison. The JCS and the Department shall have the authority to demand that a particular Juvenile Court School Liaison not be assigned to provide services under this Agreement.

5.1.4 Benefits and Compensation. District will provide for and pay all employment costs of Juvenile Court School Liaisons as required by law. The JCS and the Department shall have no liability whatsoever for all such employment costs to or for the benefit of the Juvenile Court School Liaisons. Evidence of payment of such benefits shall be provided to the JCS and the Department upon request.

5.1.5 Independent Contractor. The status of District shall be that of an independent contractor. Juvenile Court School Liaisons are the employees of District and are only entitled to benefits provided by District. Neither District nor any of its staff shall be considered an employee of the State of Iowa, the JCS, or the Department for federal or state tax purposes. The JCS and the Department shall not withhold taxes on behalf of District (unless required by law). District shall be responsible for payment of all taxes in connection with any income earned from performing this Agreement.

5.1.6 District shall provide the Juvenile Court School Liaison Programs in compliance with 441 Iowa Administrative Code chapter 151 and in compliance with the direction provided by the JCS. The District shall have an established procedure for maintaining records on children engaged with the program. District shall complete and submit to the JCS Monthly Client Contact Sheets and Iowa Juvenile Court School Liaison Statistical Summary Sheets on a monthly basis. Additionally, District shall complete an Annual Progress Report regarding the school-based supervision program and submit to the JCS by August 1, 2001, for the contracted year of July 1, 2000 through June 30, 2001.

5.1.7 District shall provide office space and equipment necessary for the Juvenile Court School Liaison Programs.

5.2 Responsibilities of JCS.

5.2.1 JCS shall develop and oversee a program description which describes the Juvenile Court School Liaison Programs to be implemented, including client application, eligibility determination, service reduction or termination, and appeals

procedures.

5.2.2 JCS shall be responsible for the day-to-day administration of the Juvenile Court School Liaison Programs.

5.2.3 JCS shall maintain information and statistics about the Juvenile Court School Liaison Programs provided including the number of children receiving services and education and behavioral outcomes including attendance, grades and student conduct. JCS shall submit to the Department an annual progress report summarizing this information.

SECTION 6. PAYMENT AND FISCAL MANAGEMENT.

6.1 In consideration for providing the services required by this Agreement, the maximum program cost shall be $34,709.47 and shall be paid in the manner provided in this Section.

6.2 The costs of the services referred to in Section 6.1 shall be allocated as follows:

6.2.1 A total amount not to exceed $24,408.00 from the Department.

6.2.2 $10,301.47 from the District.

6.3 The Department shall pay the District, on a quarterly basis, the District's actual quarterly expenditures, including employment costs and other benefits and compensation costs, to provide the services under this Agreement in an aggregate amount not to exceed $24,408.00 of the amount referred to in Section 6.1. The District shall submit, on a quarterly basis, a State of Iowa Payment Order/Payment Voucher and a copy of the District's payroll report for the quarterly costs of providing the services required by this Agreement. The Payment Order/Payment Voucher and supporting documentation shall be submitted to the Chief Juvenile Court Officer of the JCS who shall verify the billing for accuracy, approve the billing, and submit it to the Department's Division of Fiscal Management, Bureau of Payment and Receipts.

SECTION 7. ADMINISTRATION OF AGREEMENT. This Agreement shall be jointly administered by the JCS, the Department, and the District.

SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY. This Agreement creates no new or separate legal or administrative entity.

SECTION 9. NO PROPERTY ACQUIRED. No real or personal property shall be acquired.

SECTION 10. TERMINATION.

10.1 Termination For Convenience. Following thirty (30) days written notice, any party may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Agreement to the terminating party up to and including the date of termination.

10.2 Termination For Cause. The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under this Agreement:

10.2.1 Failure to observe and perform any covenant, condition or obligation created by the Agreement; or

10.2.2 Failure to make substantial and timely progress toward performance of the Agreement; or

10.2.3 Failure of the party's work product and services to conform with any specifications noted herein; or

10.2.4 Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

10.3 Notice of Default. If there is a default event, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten (10) days beyond the date of the written notice, the non-defaulting party may either:

10.3.1 Immediately terminate the Agreement without additional written notice; or,

10.3.2 Enforce the terms and conditions of the Agreement and seek any legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

10.4 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations, conditions, and procedures set forth below, the JCS or the Department shall have the right to terminate this Agreement without penalty by giving sixty (60) days written notice to the District as a result of any of the following:

10.4.1 The legislature or governor fail to appropriate funds sufficient to allow the JCS or the Department to operate as required and to fulfill its obligations under this Agreement;

10.4.2 If funds are de-appropriated or not allocated;

10.4.3 If the JCS' or the Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the JCS or the Department;

10.4.4 If the JCS' or the Department's duties are substantially modified.

The JCS and the Department agree to make reasonable requests for the necessary funds. If any appropriation to cover the costs of this Agreement becomes available within sixty (60) days subsequent to termination under this clause, the JCS and the Department agree to re-enter the Agreement with the District, if the District is still available to provide staff to complete the project under the same provisions, terms and conditions as the original Agreement.

10.5 Remedies Of District In Event Of Termination Due to Lack of Funds or Change in Law. In the event of termination of this Agreement pursuant to Section 10.4, the exclusive, sole and complete remedy of the District shall be payment for services completed prior to termination.

SECTION 11. INDEMNIFICATION.

11.1 By the District. The District agrees to defend, indemnify and hold the State of Iowa, the JCS, and the Department harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of the Attorney General's Office, and the costs and expenses and attorney fees of other counsel required to defend the State of Iowa, the JCS, or the Department related to or arising from any negligent acts or omissions of the District.

11.2 By the JCS and the Department. Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, the JCS and the Department agree to defend and indemnify the District and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorneys fees of counsel required to defend the District arising out of the JCS' or the Department's negligence or wrongful acts or omissions in the performance of this Agreement. The District shall be responsible for all damages to persons or property that occurs as a result of the District's fault, negligence, gross negligence, bad faith, fraud or other wrongful acts in the performance of this Agreement.

SECTION 12. PROJECT MANAGEMENT AND REPORTING.

12.1 Project Manager. At the time of execution of this Agreement, each party shall designate, in writing, a Project Manager to serve until the expiration of this Agreement or the designation of a substitute Project Manager. During the term of this Agreement, each Project Manager shall be available to meet, as otherwise mutually agreed, as required to plan the services being provided under this Agreement.

12.2 Review Meetings. The Project Managers shall meet as otherwise mutually agreed, regularly to discuss progress made by the parties in the performance of this Agreement. Each party shall provide a status report, as desired by a Project Manager, listing any problem or concern encountered since the last meeting. Records of such reports and other communications issued in writing during the course of Agreement performance shall be maintained by each party.

12.3 Reports. At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. For as long as a problem remains outstanding, written reports shall identify:

12.3.1 Any event not within the control of the District, the JCS, or Department that accounts for the problem;

12.3.2 Damages incurred as a result of any party's failure to perform its obligations under this Agreement; and

12.3.3 Any request or demand for services by one party that another party believes are not included within the terms of this Agreement.

12.4 Problem Reporting Omissions. Acceptance of a problem report shall not act to relieve any party of any obligation under this Agreement. Failure to identify a problem shall not act as a waiver of performance under this Agreement. Where other provisions of this Agreement require notification of an event in writing, the written report shall be considered a valid notice or amendment.

SECTION 13. CONTRACT ADMINISTRATION.

13.1 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.

13.2 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the JCS, the Department, and the District.

13.3 Choice of Law and Forum. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall be brought in Waterloo, Iowa, in Black Hawk County District Court for the State of Iowa. If, however, jurisdiction is not proper in the Black Hawk County District Court, the action shall only be brought in the United States District Court for the Northern District of Iowa, Eastern Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability which may be available to the State of Iowa, the JCS, or the Department.

13.4 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other parties.

13.5 Integration. This Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement.

13.6 Headings or Captions. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs.

13.7 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

13.8 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the JCS, the Department, and the District for the services provided in connection with this Agreement.

13.9 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the JCS, the Department, and the District, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

13.10 Notices. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return

receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to JCS:	Juvenile Court Services for the 1st Judicial District Attn: Stephen D. Smith, Chief Juvenile Court Officer PO Box 1468 Waterloo IA 50704-1468
If to Department:	Iowa Department of Human Services Attn.: Mary Nelson, Administrator Division of Adult, Children and Family Services Hoover State Office Building Des Moines, Iowa 50319
If to District:	West Delaware County Community School District Attn: Dr. Joseph E. Kirchoff, Superintendent 601 New Street Manchester IA 52057

13.11 Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in this Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged.

13.12 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

13.13 Time is of the Essence. Time is of the essence with respect to the performance of the terms of this Agreement.

13.14 Authorization. Each party to this Agreement represents and warrants to the other that:

13.14.1 It has the right, power and authority to enter into and perform its obligations under this Agreement.

13.14.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

13.15 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

13.16 Record Retention And Access. The District shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the Department throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The District shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the District relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. The District shall not impose a charge for audit or examination of the books and records.

13.17 Counterparts. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

13.18 Additional Provisions. The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

13.19 Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

SECTION 14. EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

JUVENILE COURT SERVICES OF THE
1ST JUDICIAL DISTRICT

Stephen D. Smith
Chief Juvenile Court Officer

WEST DELAWARE COMMUNITY SCHOOL DISTRICT

Joseph E. Kirchoff, Superintendent

IOWA DEPARTMENT OF HUMAN SERVICES

Mary Nelson, Administrator
Adult, Child and Family Services