

**Amendment to the
Agreement to Establish a Consortium
to Jointly Administer an Instructional Program
at River Hills School located within the boundaries of the
Cedar Falls Community School District**

Approved by Consortium Administrators on December 7, 2016

This amendment to the River Hills School Consortium is subject to Section 7 and Section 20 of the original agreement. Amended consortium agreement will become effective July 1, 2017.

The following sections to the original agreement shall be amended as follows (amendments in red).

4. FISCAL AGENT

In collaboration with **Central Rivers** Area Education Agency, the host district will serve as the fiscal agent for purposes of all administrative business services associated with participation in the Consortium pursuant to the terms of this Agreement. The fiscal agent shall receive funds, handle student, staff, and financial accounting, make timely payments, and provide timely itemized billings to member districts as well as to cover incidental administrative costs such as clerical and business services, postage, and telephone. The host district will ensure that students are entered into an appropriate Student Record Information System (SRI) in classes offered through the River Hills program.

A new fiscal agent may be designated by a majority vote of the administrators.

5. ADMINISTRATION

The Consortium shall be governed and administered by the superintendents of each participating member school district (collectively, "The Administrators"). However, contracts must be approved and signed by the board president and board secretary of the governing boards of member districts rather than the administrators.

The administrators of the districts which are members of the Consortium shall have all powers, privileges, and authority necessary and incidental to manage the affairs of the Consortium, to exercise any power common to the members, and to work with each other to manage this program. Each administrator, **or designee**, shall have one vote, regardless of the number of students from that administrator's school district that attend the River Hills program. The administrators shall also carry out the intent and purpose of this Agreement not inconsistent with law or this Agreement.

These powers and responsibilities of the administrators shall include general administrative duties which may arise from time to time, including, but not limited to:

- A. Setting policy and directing administrative regulations for the Consortium.
- B. Evaluating and preparing required reports on the effectiveness of the Consortium and the River Hills program.
- C. Providing curriculum ideas for program offerings.
- D. Assessing the education needs and interests of the students within their respective district.
- E. Providing long-range planning for the Consortium and the River Hills program.
- F. Setting and evaluating program participation numbers and qualification guidelines.
- G. Discussing collective purchases for supplies, equipment, rental/leases, etc., on behalf of the Consortium.
- H. Meeting periodically, as needed, to discuss issues associated with the River Hills program and the Consortium.
- I. Other reasonable and necessary administrative duties.

Votes and approvals by the administrators, or designee, may be accomplished by a consensus, a vote at a meeting, or by written affirmation by letter or electronic mail.

However, if the fiscal agent is entering into a contract or agreement on behalf of the Consortium, the governing boards of the member districts shall first approve the contract or agreement. The participating member districts may at any time restrict the powers of the fiscal agent of the Consortium.

6. JOINT MEETINGS

The administrators shall meet at least twice each school year, or more often if necessary, to discuss items of mutual concern. A minimum of 50% plus one administrator of the consortium member schools shall constitute a quorum for the purpose of conducting business during a meeting. For the purpose of determining a quorum, the consortium member schools shall include: 1) member schools that have at least one student that is or has attended in the current school year, and 2) all other member schools that are in attendance at the meeting. It shall be concluded that member schools that have no students enrolled in the current school year and are not in attendance at the meeting, are voluntarily waiving their voting rights and the powers, privileges, and authority to manage the affairs of the Consortium during that meeting.

13. STAFFING

Staff are the employees of the fiscal agent member district, unless this Agreement assigns other member districts to provide specific staff positions for the Consortium or the fiscal agent member district contracts the day to day operation of the program to another agency (*Central Rivers* AEA).

18. FINANCIAL PROVISIONS

Members agree to pay Consortium costs to the fiscal agent for their students' enrollment in River Hills School programs. The costs shall be computed by determining actual costs for providing educational services to each member's students with IEPs as defined in this Agreement. Billing will be done quarterly.

A member district may be involuntarily terminated at the end of a school year by a majority vote of the administrators for failure to pay timely or otherwise not abiding by the terms of this Agreement.

If statutory changes or additions, i.e., state incentives for such sharing, mandate adjustments in the payments required pursuant to this Agreement, addenda shall be executed to bring the Agreement into compliance with statutory requirements.

The fiscal agent shall receive no more than one (1) percent of the regular program DCPD for each student (FTE) enrolled and served in the Consortium program. In lieu of the one (1) percent limitation, the fiscal agent may keep time records to support billing actual cost for these services. This is a regular education cost and cannot be charged to special education.

The fiscal agent member district shall establish an operating budget for the Consortium program. The budget shall include all anticipated revenues and expenditures for instruction, instructional supervision, and operation and maintenance. If the revenues or cash flow are insufficient to meet the costs of the Consortium, the administrators shall discuss adjustments to the revenues, expenditures or budget. The budget, and any amendments to the budget, shall be approved by a majority of the administrators. Because the costs to districts must be based on actual resident students enrolled and served in the Consortium program, and students may move, drop out or join the program throughout the school year, the budget estimated to be paid by each member district may require adjustment throughout the year accordingly.

The fiscal agent member shall provide itemized billings for the costs set out in this Agreement, within thirty (30) days of the end of each quarter. No billing shall be provided directly to resident districts from a third party contract (such as the AEA or private provider). Each member shall promptly pay its amount at its next board meeting, but no later than forty-five (45) days from receipt of the itemized bill. If any costs were estimated in the first three quarters, the final quarter's billing shall be adjusted to ensure that the costs are the actual costs for special education for the entire year and the correct share of costs pursuant to this Agreement.

"Itemized" billing means a bill in sufficient detail that each member district can meet its legal fiscal responsibilities, including but not limited to, determining performance of the IEP requirements for each of its students, reporting expenditures from the correct funding source in accordance with the permissive uses guidance document issued in December 2013, filing Medicaid claims or special education claims or determining that such claims have been filed and billed costs reduced by that amount, etc.

Each resident district shall be billed for and pay the actual costs of the educational program for each of its resident students pursuant to the IEP. "Actual costs" is a term referring to the excess costs of providing instruction for children requiring special education, above the costs of instruction of pupils in a regular curriculum. "Actual costs" should not be confused with the common meaning of actual as 'all costs incurred' which might include non-instructional costs or costs of instruction that are substantially similar to the costs of instruction in regular curriculum. To the extent that the costs are directly related to the provision of special education services pursuant to the IEPs, these costs are special education costs in the member districts. In the case

of a Consortium, the general purpose percentage [GPP] would not be billed as a part of the actual costs, because the non-IEP costs are being allocated to member districts otherwise; billing for GPP would result in duplicated billing.

Specialized costs for identified LEP students above the costs of providing instruction for students in a regular curriculum, may be billed to each resident district of such identified LEP students in the proportion that each member's student FTE enrolled in the Consortium program and using that specialized LEP instruction bears to the total of all members' student FTE enrolled and using that specialized LEP instruction. Costs must be exclusively for identified LEP students and must be related to LEP instruction above the regular curriculum. Such costs will be billed as an individualized cost and may be paid from the LEP weighted funding (280.4), from SBRC modified supplemental amount (257.31(5)”), or from general fund general purpose funding.

Consortium members agree to lease the River Hills School facility from **Central Rivers** Area Education Agency. Because this facility is not a school building owned by a member district, the annual cost of the lease may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. The lease would be paid from either PPEL or SAVE and is not a special education cost. No costs related to debt, facility use charges, or new construction/remodeling may be charged.

If the cost of maintenance is increased as a result of the River Hills program (custodial, utilities, garbage disposal, snow removal, lawn care), the excess cost of maintenance over the normal cost of maintenance in the host district, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the administrators. The cost is a general fund, general purpose cost.

If the cost of insurance other than employee insurances is increased as a result of the River Hills program (liability), the excess cost of liability insurance over the normal cost of liability in the host district, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. This must be agreed to by the majority of the administrators. The cost is a management fund cost.

Food service would be provided by the host district in the same way that food service is provided to other students attending public school within the district boundaries.

Professional development and teacher travel that is specific and unique to the students served in the River Hills program, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. If the professional development/travel is special education professional development, it may be charged to special education funding by the member districts; if not special education professional development, it is a general fund, general purpose expenditure.

The cost of supplies and equipment that are not included in actual costs of special education, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. These costs would be general fund, general purpose expenditures.

The cost of purchased instructional services from a private provider that are not itemized and included in actual costs of special education, may be billed to each member district in the proportion that each member's student FTE enrolled in the Consortium program bears to the total of all members' student FTE enrolled during that school year. These costs would be general fund, general purpose expenditures.

**For the Cedar Falls Community School District:
(Host and Fiscal Agent Member)**

Board President _____ Dated _____

Board Secretary _____ Dated _____

**For the _____ Community School District:
(Participating Member)**

Board President *Jeri Keeney* Dated 11-21-17

Board Secretary *David K. Choate* Dated 11/21/17