

**Contact: Aimee Claeys**

**NORTHEAST REGIONAL ACADEMY**

**Action Requested:** Approve the Agreement for the Management and Operation of the Northeast Regional Academy.

**Executive Summary:** The Iowa Braille and Sight Saving School/Iowa School for the Deaf (IBSSS/ISD) seeks approval of an Iowa Code Chapter 28E agreement between the Board of Regents and the Charles City Community School District for the Management and Operation of the Northeast Regional Academy (Agreement). The Agreement is included as Attachment A. The Agreement establishes the first regional academy for the provision of special education and related services to K-12 students who are deaf and/or visually impaired. The Northeast Regional Academy will be located in the Charles City Community School District.

**Background:** During the April 25-26, 2012 meeting of the Board of Regents, the Board approved a request to contact the Iowa Department of Management regarding a feasibility study to examine the administrative and programmatic functions of the Iowa Braille and Sight Saving School and the Iowa School for the Deaf. A Feasibility and Planning Study Committee was formed and met monthly through Fall 2012. The Committee's recommendations were presented to the Board of Regents during the February 6-7, 2013 Board meeting. The Board approved, in concept, the Committee's recommendations, which included the development of regional programs to extend the continuum of deaf/blind services statewide. In order to better understand the implications of the regional-center concept, the Board directed the IBSSS/ISD Superintendent to develop a proposal for a pilot program with one regional center.

Following approval of the Committee's recommendations the IBSSS/ISD Superintendent and his Leadership Team initiated planning for a pilot regional program. The Charles City Community School District was identified as an ideal location for the pilot regional program. Administrators from the Charles City Community School District and Area Education Agency 267 meet with the IBSSS/ISD Leadership Team monthly to plan and implement the pilot regional program. Additional information regarding the history of the IBSSS/ISD feasibility study and the current status of the recommendations is available at the Board office. The most recent status report on the Northeast Regional Academy was presented to the Education and Student Affairs Committee during its March 11, 2015 meeting [Agenda Item 4].

**Terms and Conditions** – The Agreement establishes the Northeast Regional Academy in the Charles City Community School District, and outlines the responsibilities of each party with regard to the operation of the regional academy. The term of the Agreement commences on the date of final execution and terminates on June 30, 2015. The Agreement is subject to automatic renewal on July 1 for additional terms of one year each unless and until terminated in accordance with the terms of the Agreement.

Charles City Community School District will act as the host district for the program, with the power to operate, supervise and direct the educational programs. Charles City agrees to lease space to house the academy and to provide appropriate instructional materials, textbooks, supplies and equipment. Charles City, in cooperation with IBSSS/ISD and participating school districts, will assess the special education needs of students in accordance with applicable laws and procedures, and shall be responsible for submission of required reports to applicable education entities.

The Iowa School for the Deaf shall act as administrative fiscal agent for the Northeast Regional Academy, and shall be responsible for annual billings, management and accounting of funds. IBSSS/ISD shall be responsible for providing qualified staff for the delivery of student instruction and related services. Staff assigned to serve students at the Northeast Regional Academy shall continue to be employees of IBSSS/ISD.

**AGREEMENT FOR THE MANAGEMENT AND OPERATION  
OF THE  
NORTHEAST REGIONAL ACADEMY**

This Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between the Board of Regents, State of Iowa (Board of Regents), and the Charles City Community School District (Charles City).

**RECITALS:**

WHEREAS, Charles City operates instructional programs for students in grades pre-K through 12, and

WHEREAS, The Board of Regents is the governing body of the Iowa Braille and Sight Saving School and the Iowa School for the Deaf (collectively, IBSSS/ISD), which provide special education and related services for students in grades pre-K through 12, and

WHEREAS, Charles City and the Board of Regents desire to establish a regional academy for the purposes of providing special education and related services to students from other schools or school districts, and

WHEREAS, it is in the public interest that the services of each public entity be performed to the fullest yet most efficient and economical manner possible, and Charles City and the Board of Regents believe this Agreement will achieve said public interest and will be to their mutual advantage and benefit.

NOW, THEREFORE, the parties agree as follows:

In consideration of the mutual promises hereinafter set forth, Charles City and the Board of Regents agree as follows:

**1. PARTIES**

The Participating Parties to this Agreement are as follows:

- A. Charles City is an Iowa public school district organized and existing under the provisions of Iowa Code Chapter 274. It is located in the County of Floyd, State of Iowa, with its principle office at 500 North Grand Avenue, Charles City, Iowa 50616.
- B. Board of Regents is an agency of the State of Iowa existing under the provisions of Iowa Code Chapter 262. It is located in the County of Polk, State of Iowa, with its principal office at 11260 Aurora Avenue, Urbandale, Iowa 50322.

**2. PURPOSE**

Charles City, pursuant to Iowa Code section 274.1, has the exclusive authority and responsibility to operate instructional programs in the Charles City Community School District. Charles City, in cooperation with the Board of Regents, will establish and operate a regional academy located in the Charles City Community School District. This

Agreement describes the cooperative arrangement between Charles City and the Board of Regents for provision of instructional services and other services for the regional academy. This Agreement provides a means by which the Participating Parties may jointly and cooperatively provide greater educational opportunities for student through the offering of educational programs and the collective operation of facilities for student use by jointly exercising their powers, privileges and authority, pursuant to Iowa Code Chapter 28E.

3. NAME/ORGANIZATION

To accomplish the purposes stated in Paragraph 2 and to carry out joint and cooperative activity, there is hereby created the Northeast Regional Academy (Program). This Program shall be operated by IBSSS/ISD and Charles City. The Program shall not be considered a separate legal entity for the purpose of Iowa Code Chapter 28E.

4. PROGRAM DESCRIPTION

The Northeast Regional Academy serves students in grades Pre-K through 12 who are deaf, hard of hearing, visually impaired or deaf-blind. The Northeast Regional Academy serves students who have been placed for day programming by the IEP team in the student's resident school district who are members of the Northeast Regional Academy Consortium. Students attending the day program are transported to the Northeast Regional Academy in the Charles City Community School District by the resident consortium member district or by contracted arrangement.

5. BOARD APPROVAL

The Program shall be approved by the board of directors of each Participating Party.

6. CONSORTIUM MEMBERSHIP AND ADMINISTRATION POWERS AND RESPONSIBILITIES

School districts sending resident students to the Northeast Regional Academy program must be members of the Northeast Regional Academy Consortium (Consortium). The Consortium will meet as per the Agreement to Establish a Consortium to Jointly Administer an Instructional Program at Northeast Regional Academy (Consortium Agreement) to set direction, policy and overall administration of the Program. Day to day operation of the Northeast Regional Academy program, not directly governed by consortium member schools, will be administered by the Superintendent of Charles City and the Superintendent of IBSSS/ISD (collectively, Administration).

7. ADMINISTRATIVE FISCAL AGENT

As a part of this Agreement, the Iowa School for the Deaf will receive, hold, manage, and account for all revenue and expenses associated with operation of the Program.

8. PURCHASING, BILLING AND FINANCING

A. Upon mutual agreement of the Consortium Members in accordance with the Consortium Agreement, the Program may collectively purchase materials,

textbooks, services and supplies needed for courses and other services and activities offered through the Program. The Iowa School for the Deaf shall bill Consortium members for the cost of such materials, textbooks, services and other supplies on an equitable basis as provided in the Consortium Agreement.

- B. Each Consortium member will pay its share of any Program costs as determined by the Administration.
- C. On an annual basis, the Iowa School for the Deaf shall establish a "per diem per pupil cost" for allowable special education costs and allowable general education costs.
- D. The Iowa School for the Deaf, on behalf of Charles City, will bill consortium member districts for the costs associated with students' special education programs and other costs associated with students' participation in the program. Consortium member schools shall be responsible for their respective share of the costs of operating the Program including, but not limited to, actual costs for special education and actual costs for non-special education services.
- E. The Iowa School for the Deaf shall invoice consortium member districts on a quarterly basis. The first three (3) quarters invoices will be a daily cost estimate based on the previous year's actual costs. The final invoice will be adjusted to reflect actual costs for the current school year.

9. PROGRAM OPERATION

Charles City and the Iowa Braille and Sight Saving School and the Iowa School for the Deaf shall be the managing and operating agencies for the Program as follows:

- A. Charles City, as the host district for the consortium agreement, shall have the general power to provide, supervise and direct the educational programs and contracts with IBSSS/ISD to provide educational and related services to students enrolled in the Program. IBSSS/ISD will operate the student educational program as per rules and regulations of the Code of Iowa and Iowa Department of Education.
- B. Charles City will provide appropriate instructional facilities to be leased by the Northeast Regional Academy Program and, except as otherwise provided in the Consortium Agreement, will provide appropriate instructional textbooks, materials, supplies and equipment for student instruction.
- C. IBSSS/ISD will provide qualified staff to deliver student instruction and related services. The Iowa Braille and Sight Saving School and the Iowa School for the Deaf will provide documentation to Charles City, no later than the first day of the school year, or for newly hired staff within five (5) days of the beginning of employment, copies of all licensure and endorsement of each instructor (regular and substitute) employed at Northeast Regional Academy.

- D. IBSSS/ISD shall provide special education and related services to students enrolled in the Northeast Regional Academy Program, pursuant to the terms of the students' individualized education plans.
- E. Charles City and IBSSS/ISD may accept and serve students from other schools and school districts participating in the Consortium.
- F. Charles City, IBSSS/ISD and any other participating schools or school districts, shall assess the special education needs of their students and, following the procedures applicable to the provision of special education and related services, determine what students will be served in the Program and how they will be served.
- G. Charles City, in cooperation with IBSSS/ISD, shall submit all reasonable and necessary reports to the Iowa Department of Education and School Budget Review Committee for approval of all costs including administrative costs associated with operating the Program.
- H. IBSSS/ISD will account for the services purchased by other schools or school districts sending students to participate in the Program, as may be prudent or required by law.

#### **10. INDEMNIFICATION**

To the extent permitted by law, and only to the extent caused by the indemnifying party's negligent acts or omissions, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, and agents from and against any and all claims, actions, judgments, liabilities, damages, losses, and expenses (including reasonable attorney's fees and costs) arising out of or in connection with: (a) any negligence by the indemnifying party or its employees or agent; (b) any breach of this Agreement by the indemnifying party or its employees or agents; and/or (c) any violation of law or right of a third party by the indemnifying party or its employees or agents.

#### **11. PROPERTY**

Except as otherwise provided in the Consortium Agreement, it is not contemplated that either Charles City or the Board of Regents shall acquire or dispose of any real or personal property as part of this undertaking. However, the Consortium may enter into a lease arrangement with Charles City for facilities to house the Program. Upon termination of this Agreement, any personal property or other assets held or managed by the Iowa School for the Deaf in its capacity as Administrative Fiscal Agent shall be disposed of in accordance with the terms of the Consortium Agreement.

**12. AMENDMENTS**

The provisions of this Agreement may be added to, amended, or modified only by written agreement of the Boards of the Participating Parties. All other Program business not pertaining to amendment of this Agreement shall be decided by the written agreement of the Administrators.

**DURATION AND TERMINATION**

Subject to the rights of amendment, modification or termination, this Agreement shall be in full force and in effect from the date of execution until June 30, 2015, and shall automatically renew every July 1 for one year periods unless terminated by a Participating Party by providing written notice to the other Participating Party on or before March 1 or terminated by mutual agreement of the Participating Parties.

**13. APPLICATION OF LAWS, RULES, AND REGULATIONS**

- A. This Agreement and all policies, rules, and regulations adopted by the Administrators to govern the operation of the Program shall comply with the laws of the State of Iowa and with rules and regulations of the Iowa Department of Education.
- B. Any provisions of this Agreement in conflict therewith shall be null and void and the remainder of the Agreement shall be binding.

**14. BINDING EFFECT**

This Agreement shall be binding upon, and inure to the benefit of, the Participating Parties and their successors and assigns.

**15. EXECUTION IN COUNTERPARTS**

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**16. SEVERABILITY**

If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the members, to the full extent permitted by law. Failure of a member to enter into this Agreement in accordance with Iowa law or inability of a member to be a party to this Agreement shall not affect the validity or enforceability of this Agreement as to all other members.

This Agreement shall become effective upon approval and execution by Charles City CSD and the Board of Regents, State of Iowa, and the electronic filing of the Agreement with the Iowa Secretary of State's Office.

**For Charles City Community School District**

Board President \_\_\_\_\_ Dated \_\_\_\_\_

Board Secretary \_\_\_\_\_ Dated \_\_\_\_\_

**For Board of Regents, State of Iowa**

Board President \_\_\_\_\_ Dated \_\_\_\_\_