

## CONTRACT DECLARATIONS AND EXECUTION (“CD&E”)

Intergovernmental Contract: Yes. Type: Non-State Agency

Solicitation Type/Number	Contract #
RFP: N/A	JUV-26-SB-05-002

Contract
Creston School-Based Supervision Services
The Contract is comprised of and includes this Contract Declarations and Execution section (“CD&E”), the Special Terms (Section 1), the General Terms for JCS Services Contracts (Section 2), and if specified by the terms of the Contract or if otherwise applicable, the Special Contract Attachments, and the Contingent Terms for Services Contracts. All the foregoing documents and terms and conditions are incorporated by reference into and made a part of the Contract.

### Contract Information

Start Date:	Expiration Date of the Initial Term:	Expiration Date of all possible Renewal Options:
July 1, 2025	June 30, 2026	June 30, 2031
<b>Possible Extension(s):</b> The IJB will have the sole option to extend this Contract for up to 5 additional 1-year extensions. See Section 2.2 of the General Terms for JCS Services Contracts.		
<b>Will Contractor access, collect, receive, store, maintain, transmit or otherwise Process Personal Data? Yes</b> The terms “Process” and “Personal Data” are defined in Section 2.1 of the General Terms.		<b>Will Contractor share Personal Data with the IJB?</b> Yes

The Contract must be signed by all parties before the Contractor performs or provides any Deliverables. The IJB is not obligated to make payment for any services or Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. Any such services or Deliverables provided by the Contractor shall be considered gratuitous, and the Contractor waives any claim, right or entitlement to compensation for any services or Deliverables performed or provided prior to execution of the Contract by both parties. This Contract is entered into by the following parties:

Iowa Judicial Branch (hereafter “IJB”):	
<b>Principal Address of IJB:</b> Iowa Judicial Branch Judicial Building 1111 East Court Avenue Des Moines, IA 50319	<b>IJB Contract Owner (hereafter “Contract Owner”) and Person to whom Contractor will send Notices:</b> John A. Hawkins, Chief Juvenile Court Officer 222 Fifth Avenue Des Moines, Iowa 50309-4044 John.Hawkins@iowacourts.gov
<b>Contract Administrator:</b> Kelly Cox 222 Fifth Avenue Des Moines, Iowa 50309-4044 Phone: 515-286-2078 Kelly.Cox@iowacourts.gov	

<b>Contractor (hereafter "Contractor" or "Provider"):</b>	
<b>Legal Name:</b> Creston Community School District	<b>Contractor's Principal Address:</b> Creston Community School 801 N. Elm Street Creston, Iowa 50801-1507
<b>Tax ID #:</b> 42-6037991	<b>Organized under the laws of:</b> Iowa
<b>Contractor's Contract Manager Name/Address ("Notice Address"):</b> Taylor Royster 801 N. Elm Street Creston, Iowa 50801-1507 Email: troyster@crestonschools.org	<b>Contractor's Billing Contact Name/Address:</b> Taylor Royster 801 N. Elm Street Creston, Iowa 50801-1507 Phone: 641-782-7028 Email: troyster@crestonschools.org
<b>Vendor ID #: 00002131804</b>	

<b>Contract Execution</b>
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In consideration of the mutual covenants set forth in this Contract and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which the parties hereby acknowledge, the parties have entered into the Contract and have caused their duly authorized representatives to execute the Contract.

<b>Juvenile Court Services, 5<sup>th</sup> Judicial District of Iowa</b>	<b>Iowa Judicial Branch</b>
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name: <b>John A. Hawkins, Chief Juvenile Court Officer</b>	Printed Name: <b>Chad Jensen, Director, Juvenile Court Services</b>
Date:	Date:

<b>Creston Community School District</b>
Signature of Authorized Representative:
Printed Name: <b>Don Gee, Board President</b>
Date:

<b>Iowa Code Chapter 8F</b>
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If the Contractor is or becomes subject to Iowa Code chapter 8F during the term of the Contract, including any extensions or renewals thereof, the Contractor will comply with Section 2.12.32 of the General Terms for JCS Services Contracts. In addition, the Contractor hereby makes the following certification: As a condition of entering into the Contract with the IJB and by signing the Contract, the Contractor certifies and agrees that: (1) it has the information required by Iowa Code § 8F.3 available for inspection by the IJB and the Iowa Legislative Services Agency; and (2) the Contractor is in full compliance with and will at all times fully comply with Iowa Code chapter 8F, and all contractual agreements to which the Contractor is a party.

Per Iowa Code § 8F.3(2), the certification above shall be signed by: (1) an officer AND director; (2) two directors; or (3) the sole proprietor of the Contractor, whichever is applicable.

<b>Contractor, by:</b>	<b>Contractor, by:</b>
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

## **SECTION 1: SPECIAL TERMS**

### **1.1 Definitions.**

“District” means the Creston Community School District.

“General Terms” means the General Terms for JCS Service Contracts (Section 2) described in Section 1.6.1 below.

“IDA” means the Iowa Delinquency Assessment (IDA), a risk assessment tool that allows the JCO to determine the level of risk a juvenile presents to re-offend, as well as identifying potential risk and protective factors that can be used to help juveniles improve behavior.

“JCSL” means Juvenile Court School Liaison.

“EPICS” means Effective Practices in Community Supervision, a model for probation and juvenile court officers to apply to principals of effective intervention (and core correctional practices specifically, including relationship skills) to community supervision practices.

“EPICS-I” means Effective Practices in Community Support – Influencer is an individual or organization that can positively or negatively impact an offender's behavior, and who EPICS coaches work with to help integrate cognitive-behavioral interventions into their interactions with the offender.

All other capitalized terms not defined herein shall have the meaning set forth in the General Terms.

### **1.2 Contract Purpose.**

The purpose of the Contract is to provide and fund a school-based supervision program within the Creston Community School District in compliance with the authority granted in Iowa Code chapters 232, 602, and 8, and Iowa Court Rules Chapter 70. The program will provide and fund a Juvenile Court School Liaison to assist youth in achieving positive self-improvement, accountability, and judgment that will enhance community safety. Services provided individual clients will reflect the needs of the child, the community, and parties to this agreement.

### **1.3 Scope of Work.**

#### **1.3.1 Deliverables.**

The Contractor will perform, provide and deliver the following services and other Deliverables in accordance with and subject to the terms, conditions, Specifications, Performance Standards (including those set forth in Section 1.3.5 below), delivery dates, deadlines and other requirements set forth in the Contract, including the Special Terms:

**1.3.1.1** The Contractor shall provide one (1) dedicated full-time JCSL that will provide School-Based Supervision services, under this Contract, in the Creston Community School District. The JCSL shall be considered an employee of the District.

**1.3.1.2** The JCSL shall report to:

1. Local School District Authorities
2. Local Juvenile Court Services for client referrals and information exchange.
3. District Chief Juvenile Court Officer for monthly statistical reports and other information as necessary.

**1.3.1.3** This School-Based Services Contract is for a period of 12 months. The JCSL is expected to perform duties assigned by Juvenile Court Services and the Creston Community School District during summer break and all school holidays.

**1.3.1.4** The JCSL shall provide services to students enrolled in the Creston Community School District who are placed on formal or informal supervision/probation and any other at-risk students as referred by JCS or the District. Documentation of the adjudication or at-risk status as well as the need for services shall be maintained

by the JCSL in the child's case record or case file. The Contractor shall provide the JCSL to be located in schools within the Creston Community School District as agreed upon by JCS and the District.

**1.3.1.5** The JCSL will focus on programs and services that address:

- ☐ Behavior and classroom management
- ☐ Risk factors as identified by the IDA and referring JCO
- ☐ Conflict resolution
- ☐ School Attendance
- ☐ Violence Prevention
- ☐ Dealing with misbehavior
- ☐ Truancy on an immediate basis
- ☐ Providing family support services (such as outreach and parent education)
- ☐ Promote resource development to meet the needs of at-risk-youth most effectively

**1.3.1.6** JCSL Activities to include, but are not limited to:

1. Address and reduce referred student's inappropriate behavior in school and frequency of truancy. JCSL will initiate contact with students within 14 days of JCS referral and will meet with JCS referred students at least 2 times per month.
2. Assist students and, his/her family with student's re-entry from out of home placement and re-enrollment in the District.
3. Assist the student, his/her family and the school by arranging for school/community-based services.
4. Assist in the identification of at-risk students.
5. Serve as a resource for students or families that request assistance in school and/or with family related problems.
6. Assist in the development of appropriate programming resources to address the needs of at-risk youth.
7. Maintain a list (roster), by month, of the individual children to whom service is provided. The JCSL shall have face-to-face contact with each child whose name appears on the roster. The list shall include the name of the student and the referral source. This list will be submitted to JCS each month.
8. Possess a basic understanding of EPICS or EPICS-I.
9. Establish a client file for maintaining records and documenting contacts for each youth receiving services.
10. Submit monthly progress reports on all JCS youth receiving services to the referring JCO within 14 days of the following month. The information to be included in the monthly progress reports will include:
  - 1) Attendance
  - 2) Truancy
  - 3) Academic status
  - 4) Suspensions
  - 5) Behavior incidents
11. Submit a quarterly progress report and yearend report to JCS that includes at a minimum:
  - a) Number of youth referred in time period
  - b) Total number of youth served
  - c) Race
  - d) Gender

- e) Attendance
- f) Truancy

The progress reports will be due by:

1 <sup>st</sup> Quarter	October 30 <sup>th</sup>
2 <sup>nd</sup> Quarter	January 31 <sup>st</sup>
3 <sup>rd</sup> Quarter	April 30 <sup>th</sup>
Year End	July 31 <sup>st</sup>

**1.3.1.7** The JCSL shall attend all JCS assigned trainings and the Annual Juvenile Court School Liaison Conference when available.

**1.3.1.8** The Contractor shall conduct a performance evaluation at least annually by an appropriate official of the hiring organization with input from JCS.

In performing its duties and obligations under the Contract, the Contractor and the Deliverables will meet or exceed all applicable Performance Standards and Specifications set forth in the Contract. The Contractor will perform, provide, and deliver all Deliverables within the boundaries of the United States.

### **1.3.2 Specifications.**

### **1.3.3 Minimum and/or Maximum Number of Recipients.**

### **1.3.4 Qualifications and Background/Criminal History Checks.**

**1.3.4.1** All staff and personnel (including Contractor Personnel) who perform or provide services and Deliverables under the Contract will meet and possess the following minimum qualifications and skills: A Bachelor's Degree in Behavioral Sciences or Humanities is required, unless the chief juvenile court officer and the school agree that an associate degree is acceptable. The ability to tactfully and efficiently communicate with others in person and in writing; the basic understanding and appreciation of human and social development; ability to train and instruct others; personal maturity to maintain composure under unusual stress or social interaction pressures; ability to learn the operations of the Iowa Courts and Juvenile Justice System. Further qualifications include United States citizenship; a minimum age of 21; no criminal record or founded child abuse reports; a valid Iowa Driver's License; proof of insurance and no serious driving violations. The Contractor will provide ongoing professional and technical development and training to all such staff and personnel.

**1.3.4.2** The Contractor will complete, at its expense, annual background checks, including criminal history, for each person (including Contractor Personnel) who has any direct contact with Recipients or who performs or provides services and other Deliverables to or for Recipients. These background investigations should cover, at a minimum, the following: Child Abuse Registry, Dependent Adult Abuse Registry, Sexual Offender Registry Checks, and DCI or FBI Criminal History Record checks. In cases where a person does not pass or the background and criminal history check reveals any concerns, the Contractor will contact the IJB and work with the IJB to develop a corrective action plan or reassign the person or case.

**1.3.4.3** Please see Section 2.12.28 of the General Terms (Staff Qualifications and Background Investigation) for additional requirements.

**1.3.4.4** The Contractor will take all steps necessary or advisable to ensure the safety, personal security and well-being of all Recipients and will be fully responsible and liable for all damages, fines, penalties, losses, expenses (including medical-related expenses), settlement amounts, attorneys fees, and other amounts of any kind associated with any claims or causes of action that may be brought by or on behalf of Recipients relating to or arising out of either the Contractor's performance of the Contract or any services or Deliverables performed or provided by or on behalf of the Contractor or Contractor Personnel.

### **1.3.5 Performance Standards.**

**1.3.5.1** 100% of referrals from JCS shall receive JCSL services.

**1.3.5.2** 100% of referrals shall be tracked in the child's case file.

**1.3.5.3** 100% of monthly reports on JCS referred students shall be sent to referring JCO within 14 days of the following month.

**1.3.5.4** 100% of required trainings (as designated by JCS), shall be attended by the JCSL.

**1.3.5.5** 100% of children served by the JCSL shall be recorded on a monthly roster and submitted to JCS.

### **1.3.6 Monitoring, Review and Problem Reporting.**

**1.3.6.1 IJB Monitoring.** The Contract Manager may utilize the following methods to monitor the Contractor's performance: (1) review and assess Invoices and supporting documentation submitted by the Contractor in accordance with the General Terms; (2) take such other action and utilize such other methods as it deems necessary or advisable to monitor and evaluate the Contractor's compliance with the terms, conditions, and requirements of the Contract.

**1.3.6.2 IJB Review.** The IJB will use the results of its monitoring activities and processes and relevant data to assess the Contractor's overall performance and compliance with the Contract. In addition, the IJB (or other Governmental Entities) may conduct Contract Compliance Reviews, On-site reviews and audits in accordance with the terms of the Contract. By way of example, see Sections 2.12.25 to 2.12.27 of the General Terms. As part of such reviews and audits, the IJB may require the Contractor to provide additional information, materials, or data, and the IJB may request and consider information from other sources. The IJB may require one or more meetings with the Contractor to discuss the outcome of a review or audit and any concerns or Deficiencies identified by the IJB, or any Governmental Entity.

**1.3.6.3 Review Meetings.** The Contractor will meet with the IJB and its representatives at the IJB's request (and more frequently if required by the IJB) to discuss progress made by the Contractor in the performance of this Agreement, the status of Deliverables being performed or provided, and any problems or Deficiencies. At each review meeting, the Contractor will provide a status report, which will include, at minimum, the information described in Section 1.3.6.4. At the next scheduled meeting following any meeting at which either party has identified a problem or Deficiency, the Contractor will provide a report setting forth the corrective action steps undertaken or to be undertaken to resolve the problem or Deficiency, together with the anticipated completion dates of such corrective action steps. Any party may recommend alternative courses of action or changes that will facilitate resolution. The IJB has the final authority to approve all proposed corrective action steps, and the IJB has the sole discretion to determine whether the problem or Deficiency has been resolved to the IJB's or the Recipient's satisfaction.

**1.3.6.4 Status Reports.** The Contractor will provide the IJB with status reports as requested, that describe, at a minimum, the activities, including the status of Deliverables, any Deficiencies or other problems or concerns identified or encountered and their disposition, and any other information the IJB may request. The Contractor's proposed format and level of detail for its status reports shall be subject to the IJB's approval.

**1.3.6.5 Problem Reporting Omissions.** The IJB's receipt of a report that identifies any problems or Deficiencies shall not relieve the Contractor of any obligation under the Contract or waive any other right or remedy of the IJB. The IJB's failure or inability to identify the extent of a problem or Deficiency or the damages incurred because of a problem or Deficiency shall not act as a waiver of performance or damages due under the Contract.

**1.3.6.6 Addressing Deficiencies.** To the extent either party identifies any problems or Deficiencies related to any Deliverables or the Contractor's performance under the Contract, and notwithstanding other remedies available to the IJB under the Contract, the IJB may require the Contractor to develop and comply with a corrective action plan acceptable to the IJB to resolve the problems or Deficiencies.

### **1.3.7 Compensation and Payment Methodology.**

**1.3.7.1 Generally.** See Section 2.4 of the General Terms, which sets forth terms, provisions, and requirements applicable to compensation, Invoices and payment and various rights and remedies of the IJB.

**1.3.7.2 Fees.** Contractor shall be paid no more than 1/12<sup>th</sup> (one twelfth) of the total yearly Contract amount per month for services provided. This monthly rate shall include all costs associated with providing the service.

Yearly maximum payment schedule will occur as follows:

<b>Payment Table</b>	
<b><u>Contract Duration</u></b>	<b><u>Annual Maximum Compensation Not to Exceed</u></b>
07/01/25 - 06/30/26	\$35,209.00
07/01/26 - 06/30/27	\$36,265.00
07/01/27 - 06/30/28	\$37,353.00
07/01/28 - 06/30/29	\$38,474.00
07/01/29 - 06/30/30	\$39,628.00
07/01/30 - 06/30/31	\$40,817.00

**Note:** continued payment for contract extension years is contingent upon extension of the Contract.

**1.3.7.3 Maximum Amount.** Subject to terms and conditions of the Contract and the Contractor's compliance therewith, \$227,746.00 is the maximum amount of compensation to which the Contractor may be entitled under the Contract, including all extensions or renewals thereof. This Section 1.3.7.3 is intended to establish a limit on the maximum amount of compensation that may be paid under the Contract and does not create any legal or binding obligation on the IJB to pay the maximum amount.

**1.3.7.4 Invoices.** See Section 2.4.2 of the General Terms relating to the Contractor's submission of Invoices. The Contractor will submit to the IJB an Invoice for services rendered monthly, quarterly, semi-annually or annually, in accordance with the terms set forth in the Contract, including Section 2.4.2 of the General Terms. The Contractor will submit each Invoice no later than 15 days following the close of each period being claimed.

**1.3.7.5 Submission of Invoices at the End of State Fiscal Year.** Notwithstanding the timeframes above, and absent: (1) longer timeframes established in federal law; or (2) the express written consent of the IJB; the Contractor will submit all Invoices to the IJB for payment within 45 calendar days of the State fiscal year end for all services performed in the preceding State fiscal year (the State fiscal year ends June 30).

**1.3.7.6 Payment of Invoices.** Section 2.4.3 of the General Terms applies to the IJB's payment of Invoices. If the Contractor fails to meet any of the Performance Standards set forth in the Contract, including those set forth in Section 1.3.5 above, or if the IJB determines that the results of any corrective action taken or required to be taken by the Contractor have failed to satisfactorily resolve an identified problem or Deficiency, the IJB may reduce the amount it pays to the Contractor for each Invoice by 10% of the total amount claimed or charged until such time as: (1) the IJB has determined that the Contractor has achieved or met such Performance Standards or the results of any further corrective actions taken by the Contractor have satisfactorily resolved the problem or Deficiency; or (2) the Contract expires or is terminated. The foregoing shall not be considered an exclusive remedy, and the IJB may seek and pursue any other remedies available to it, whether under the Contract, at law, or in equity.

**1.3.7.7 Reimbursable Expenses.** None – See Section 2.4.9 of the General Terms

## **1.4 Insurance and Other Security.**

**1.4.1** The Contractor will comply with Section 2.7 of the General Terms, which establishes the Contractor's duties and obligations relating to insurance. The following are the types and amounts of insurance coverage required pursuant to Section 2.7. of the General Terms:

<b>Type of Insurance</b>	<b>Limit</b>	<b>Amount</b>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate Product/Completed	\$2 Million \$1 Million



	Operations Aggregate Personal Injury Each Occurrence	\$1 Million \$1 Million
Automobile Liability (including any auto, hired autos, and non-owned autos)	Combined Single Limit	\$1 Million
Excess Liability, Umbrella Form	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Professional Liability	Each Occurrence Aggregate	\$1 Million \$1 Million
Cyber Liability/Network Security	Each Occurrence Aggregate	\$1 Million \$1 Million

#### **1.4.2 Fidelity Bond/Criminal Insurance. N/A**

#### **1.4.3 Performance Bond. N/A**

#### **1.5 Data and Security.**

If the Contract involves Personal Data or Confidential Information, or if the Contractor accesses, collects, receives, stores, transmits or otherwise Processes Personal Data, the Contractor will comply with Special Contract Attachment 1, Data and Information Security Provisions, in addition to any other relevant terms set forth in the Contract.

#### **1.6 General Terms.**

**1.6.1 General Terms for JCS Services Contracts ("Section 2").** The General Terms for JCS Services Contracts attached hereto or set forth below as Section 2 are incorporated by reference into and made a part of the Contract.

## **SECTION 2: GENERAL TERMS**

### **JCS GENERAL TERMS FOR SERVICES CONTRACTS**

The General Terms for JCS Service Contracts are hereby incorporated into and become part of the Contract. IJB reserves the right to supplement and modify any of the foregoing terms and conditions. The current version of the General Terms for JCS Services Contracts can be found on the Iowa Judicial Branch website at: [https://www.iowacourts.gov/static/media/cms/General\\_Terms\\_for\\_JCS\\_Services\\_Cont\\_1257FB3D72AAA.pdf](https://www.iowacourts.gov/static/media/cms/General_Terms_for_JCS_Services_Cont_1257FB3D72AAA.pdf)