

**CONTRACT BETWEEN
NORTHEAST IOWA COMMUNITY COLLEGE
AND
NEW HAMPTON COMMUNITY SCHOOL DISTRICT
FOR
2017-2018 ACADEMIC YEAR**

This Contract is made and entered into by and between NEW HAMPTON COMMUNITY SCHOOL DISTRICT (hereafter called the "School District") and NORTHEAST IOWA COMMUNITY COLLEGE (hereafter called the "College"):

WHEREAS, the School District and the College desire to enter into this Contract for the purpose of providing accessibility of the College courses to School District students pursuant to 261E Code of Iowa, Senior Year Plus Program;

THEREFORE, IT IS AGREED by the School District and the College:

ARTICLE I

The School District and the College do hereby enter into this Contract and agree as follows:

1. The duration of this Contract is the school year commencing July 1, 2017 and ending June 30, 2018.
2. There shall be no separate legal entity. The Vice President of Learning and Student Success "VPLSS" of the College and the Superintendent of the School District shall be responsible for the administration of this Contract.
3. The purposes of this Contract are to make available courses for School District students, which would not otherwise be offered without the assignment of additional weighting to such students who attend a community college-offered class or attend a class taught by a community college-employed teacher and which will allow the School District to seek weighting for such students pursuant to Section 257.11 (3) of the Code of Iowa.
4. The manner of financing the fulfillment of this Contract and charges related thereto are set forth in Articles VII and VIII of this Contract.
5. This Contract shall terminate June 30, 2018. It is not necessary to acquire or hold real or personal property to fulfill this Contract. Accordingly, there are no provisions herein relating to the disposition of property upon termination of this Contract.

**ARTICLE II
CLASS REQUIREMENTS**

The following requirements shall be met in order for the School District to be eligible to claim supplemental weighting for the courses being offered pursuant to this Contract-

1. Courses are supplementing, not supplanting, School District courses.

2. All courses must be included in the College catalog or an amendment or addendum to the catalog.
3. Courses must be open to all College students, not only School District students.
4. Courses must be for college credit and the credit must apply toward an associate of arts, associate of science, associate of applied science; or toward completion of a college diploma program.
5. Courses must be taught by a College-employed instructor or a teacher meeting college-licensing requirements.
6. Courses must be taught utilizing the College course guide, syllabus template and the College Learning Management system for assessment, grading and attendance.
7. Services for School District students with special needs will be provided and funded by the School District. Accommodations must meet the ADAAA/Section 504 (Subpart E) Civil Rights Statutes. The reasonable accommodations that are written for students taking college-level classes are determined by the Coordinator of Disability Services after they have reviewed the appropriate documents. There will be no modification of curriculum; all students must complete essential course requirements.

ARTICLE III INSTRUCTORS

Instructors teaching a course for credit pursuant to this Contract will be employed under one of the following provisions:

1. For instructors under contract to the School District, the instructor's teaching contract for any of the classes offered pursuant to this Contract shall be governed by the contract currently in effect between the instructor and the School District. Each instructor shall be entitled to receive the benefits arising out of such contract in effect with the School District. Additionally, for purposes of Chapter 279, Code of Iowa, the School District retains all responsibilities for each instructor.

Notwithstanding the foregoing, the School District shall assign to the College the responsibility for teaching the courses embraced under this Contract, and the College will consider the instructors who teach these courses as adjunct faculty; who, as such, require annual professional development. The School District further assigns to the College the responsibility for evaluation of consistent curriculum by instructors with respect to the College courses taught by said instructor. As part of the evaluation process, the appropriate College administrative representative will visit each class site, complete a written evaluation of the curriculum application and provide copies to the high school instructor, the Dean of the academic department and the High School Partnerships Director.

2. In the absence of a qualified instructor; the college may choose to provide an instructor or make a decision made to cancel the course.

Instructors teaching a course for credit are required to follow the requirements outlined in the College High School Instructor Handbook including use of the College Learning Management System, College Email and College end of course student evaluation software.

ARTICLE IV PARTICIPANT REQUIREMENTS

School District students who desire to enroll in courses pursuant to this Contract must have been referred by the School District and must meet eligibility requirements set forth in this Contract.

To be eligible to enroll in a course pursuant to this contract, a School District student shall demonstrate proficiency in reading, mathematics, and science for an arts and science course, as well as be required to meet course prerequisites and/or achieve a satisfactory score on the College approved placement instrument (Accuplacer, ACT, ALEKS.)

These requirements may be waived at the request of the student or the School District with the approval of the College's VPLSS. Students who are recommended for such a class should have sufficient background to indicate probable success in the College class.

ARTICLE V APPLICATION

Each student who desires to take a course pursuant to this Contract must complete a College application form prior to acceptance.

ARTICLE VI CONCURRENT ENROLLMENT

Each student enrolled for credit in a course conducted pursuant to this Contract and who satisfactorily completes the course will receive high school credit from the School District and college credit from the College.

ARTICLE VII MATERIALS, SUPPLIES, AND TRAVEL

The School District will provide or require students to provide the approved College textbooks for each student enrolled in a course pursuant to this Contract. Classroom materials, supplies, and equipment will be provided by School District unless a separate contract is established prior to the beginning of the course. Travel costs incurred by instructors employed under subparagraph 2 of Article III from the normal teaching site to the place of instruction will be paid by the College at the College approved rate and the School District will reimburse the College for such costs. The College and School District will agree as to what constitutes travel costs and approved rates for same by separate written document prior to reimbursement.

ARTICLE VIII FINANCE

The School District will submit the names of students enrolled for the portion of the day that they are enrolled in credit courses in accordance with the College 10-day count each semester pursuant to this Contract. Instructors (employed by either the College or the School District) are responsible for reporting class enrollment via the College's portal: MyCampus. Billing will be processed upon completed enrollment verification at each school.

The following pricing structure will apply for any college credit course offered pursuant to this Contract, with multiple sections of each course being considered a course under this Contract.

In acknowledgement of the control and responsibilities of the College for an instructor employed by the School District pursuant to subparagraph 1 of Article III, the School District will pay the College a fee of \$150.00 per student per course taught by an instructor employed pursuant to subparagraph 1 of Article III. The School District will pay the College a \$150.00 fee per student per course plus direct salary and benefit costs of the instructor for a class taught by an instructor employed by the College pursuant to subparagraph 2 of Article III. The School District may establish the minimum number of students. The maximum number of students per class will be determined by the College course load cap. Any deviation from this cap requires approval of the VPLSS.

School Districts enrolling individual students into PICC, Placement in College Credit will pay the College a fee of 60% of full tuition per credit. Please refer to the 2017-2018 rate table below:

Number of Credits	60% of Tuition Rate of \$163 = \$97.8/credit
1	\$97.80
2	\$195.60
3	\$293.40
4	\$391.20

ARTICLE IX COURSES OFFERED TO MULTIPLE DISTRICTS

If two or more school districts, with Contracts with the College, combine students in a single class, the fee structure will follow that set forth in Article VIII with all costs divided, where appropriate, based upon the number of students from each district unless a separate Contract is established prior to the beginning of the course.

Additional agreements may be developed with partnering school districts listing one district as fiscal agent. The College will invoice all costs to the fiscal agent. The fiscal agent will be responsible for dividing costs per the agreement and invoicing participating districts.

ARTICLE X WITHDRAWAL

Any student wishing to withdraw from a course offered pursuant to this Contract must follow the process and dates outlined for all college students in the College catalog.

**ARTICLE XI
SIGNATURES**

IN WITNESS WHEREOF, the School District and the College have caused this Contract to be executed by their respective representatives on the date set forth below.

NEW HAMPTON COMMUNITY SCHOOL DISTRICT

NORTHEAST IOWA COMMUNITY COLLEGE

By: _____

By: _____

Board President or Superintendent

Dr. Kathleen Nacos-Burds, VPLSS

Type or Print Name of Board President / Superintendent

Date of Execution: _____

Date of Execution: _____