

## Board Proceedings

The Board of Directors for the New Hampton Community School District met in a special session, Monday, May 20, 2019 in the High School Media Center. President Rosonke called the meeting to order at 5:00 pm with directors Schwickerath, Matthews, Denner, Superintendent Jurrens, and Board Secretary Ayers present. Director Baltes was absent.

Director Denner moved to approve the agenda. Director Matthews seconded the motion. Ayes: Schwickerath, Matthews, Denner, and Rosonke. Nays: none.

The Board of Directors for the New Hampton Community School District met in a Joint Session with Northeast Iowa Community College. Representatives of Northeast Iowa Community College presented information concerning the partnership between NICC and the New Hampton Schools. Holly O'Brien, of NICC, reviewed the working relationship with New Hampton Schools. Holly presented statistical evidence of the progress and impact the students of New Hampton received from the relationship between NICC and NHCS. Holly presented information on services to Chickasaw County which impacted one in seventeen residents of Chickasaw County.

Following the presentation, the two boards, toured the new Career and Technological Education wing of the New Hampton Community School District.

Following the tour, the memorandum of understanding between New Hampton Community School District and Northeast Iowa Community College was discussed. Following the discussion, Director Schwickerath moved to approve the MOU with NICC on joint use of the new CTE wing of the New Hampton Community School District. Director Matthews seconded the motion. Ayes: Denner, Matthews, Schwickerath, and Rosonke. Nays: none.

### MEMORANDUM OF UNDERSTANDING BETWEEN New Hampton School District AND NORTHEAST IOWA COMMUNITY COLLEGE

THIS AGREEMENT IS EXECUTED on this 20<sup>th</sup> day of May 2019 and between the New Hampton Community School District ("NSD") with its Administrative office in New Hampton, Iowa and Northeast Iowa Community College ("College") with its Administrative office in Calmar, Iowa.

WHEREAS, NSD owns the New Hampton School and Middle School, ("Property")

WHEREAS, The College and NSD wish to participate together for the construction of a career technological education (CTE) wing within the Property.

WHEREAS, NSD will allow College in consideration of its financial Payment defined below to utilize the CTE wing for College purposes.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, it is hereby agreed by and between College and NSD:

- 1. Payment.** The College agrees to pay NSD the amount of \$100,000.00 (One Hundred Thousand Dollars) to be applied to the construction costs of the CTE wing. Payment to NSD will be made upon execution of this Memorandum.
- 2. Usage of Space.** NSD agrees to the share use of the CTE wing located in the Property for the College's programming to be conducted in early afternoons or evenings for the purpose of concurrent enrollment or Career Pathways Certificate programs as determined by the College. The College will communicate to NSD at the beginning of each semester term the times needed during early afternoons or evenings for this shared space. It is understood that students of both parties may be occupying the CTE Wing at the same time for pursuing their respective programs. The parties will exercise reasonable effort to amend scheduling as needed by the College.
- 3. Insurance.** NSD and College shall be responsible for purchasing liability insurance to cover their own use of the CTE wing.
- 4. Term.** This agreement shall begin August 1, 2019 and shall continue until July 30, 2024 (the "Initial Term") and from year-to-year thereafter until either party shall provide the other with written notice during any year following the Initial Term at least ninety (90) days before the end of that annual extended term that the agreement shall end at the end of the year in which the notice is given, in which case the agreement will end at the end of said year.
- 5. All maintenance, janitorial, and utility services shall be provided by NSD without reimbursement from the college.**
- 6. Notice.** All notices, requests, claims, demands and other communications between the parties shall be in writing, and shall be given by delivery in person or by first class, registered or certified mail, postage prepaid. All notices shall be effective upon receipt, if notice is given by delivery in person, or on the fifth day following mailing to the other party at its respective address listed below:

To College:

President

1625 Hwy. 150

P.O, Box 400

Calmar, Iowa 52132

To NSD:

School Board President

710 West Main St.

New Hampton, Iowa 50659

- 7. Binding Effect.** The Terms and conditions of this Agreement shall extend to and be binding upon the

successors in interest of the respective parties thereto.

8. Entire Agreement. This Agreement contains the entire understanding between the parties and cannot be changed or terminated orally but only by an agreement in writing signed by both parties.
9. Severability. If any provisions of this Agreement are declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
10. Governing Law. This Agreement shall be governed by the laws of the State of Iowa. Any dispute or claim arising out of this Agreement shall be heard in a court of competent jurisdiction in Winneshiek County, Iowa. The provisions of Iowa Code Chapters 260C and 279 shall apply.
11. Counterparts. This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective officers, pursuant to full authority granted and given as of the day and year first above written.

Northeast Iowa Community College

New Hampton Community School District

By:

By:

Liang C'hee Wee, PHD, President

Joe Rosonke, School Board President

Director Denner moved to adjourn at 5:45 pm. Director Matthews seconded the motion. Ayes: Schwickerath, Matthews, Denner, and Rosonke. Nays: none.

Attest: June 17, 2019

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Joe Rosonke  
Board President

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Bob Ayers  
Board Secretary