

**CONTRACT BETWEEN  
NORTHEAST IOWA COMMUNITY COLLEGE  
AND  
NEW HAMPTON COMMUNITY SCHOOL DISTRICT  
FOR  
2012-2013 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:

WHEREAS, the School District and the College desire to enter into this Contract for the purpose of increasing accessibility of the College classes to School District students pursuant to Chapter 257.11, and 261E Code of Iowa; and

WHEREAS, the students in the School District may attend courses offered by the College for credit as permitted by this Contract.

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, 2012 and ending June 30, 2013.
2. There shall be no separate legal entity. The President 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 classes for School District students, which would not otherwise be implemented 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 undertakings 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, 2013. It is not necessary to acquire or hold real of personal property to carry out the purposes of 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 for the purposes of assigning additional weighting for classes offered through this sharing Contract between the School District and the College.

1. Classes are supplementing, not supplanting, high school courses.

2. All classes must be included in the College catalog or an amendment or addendum to the catalog.
3. Classes must be open to all registered College students, not just high school students.
4. Classes must be for college credit and the credit must apply toward an associate of arts or associate of science degree, or toward an associate of applied arts or associate of applied science degree, or toward completion of a college diploma program.
5. Classes must be taught by a community college-employed instructor or a teacher meeting college-licensing requirements.
6. Classes must be taught utilizing the College course syllabus.
7. Services for high school students with special needs will be provided and funded by the high school. Accommodations must meet the ADA/Section 504 (Subpart E) Civil Rights Statutes. There will be no modification of curriculum – all students must complete essential course requirements.
8. Classes must be of the same or better quality as a course offered on the NICC campuses.

### **ARTICLE III**

#### **INSTRUCTORS**

Instructors teaching a class 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 classes embraced under this Contract, and the College will consider the instructors who teach these classes of its adjunct faculty, and requiring annual professional development compliance with the NICC Quality Faculty Plan. The School District further assigns to the College the responsibility for evaluation of consistent curriculum by instructors with respect to the College classes taught by said instructor. As part of the evaluation process, the appropriate College faculty will visit each class site and complete a written evaluation. The evaluation will be forwarded to the Dean of the academic department, the EXCEL High School Relations Coordinator and to the instructor.

2. The instructor is employed by the College, due to reduced student tuition expenses paid by the school district.

## **ARTICLE IV**

### **PARTICIPANT REQUIREMENTS**

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

Students who desire to enroll in a College class will be required to complete and achieve a satisfactory score on the ACCUPLACER placement instrument or have a qualifying ACT score. Enrollment will be limited to students of a public school district or accredited nonpublic school districts who are sophomores, juniors and seniors or a freshman student identified as “talented and gifted”. Either of these requirements may be waived at the request of the student with the approval of the Vice President of Academic Affairs. 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 class pursuant to this Contract must complete a College application form prior to acceptance.

## **ARTICLE VI**

### **CONCURRENT ENROLLMENT**

Each student enrolled for credit in a class conducted pursuant to this Contract and who satisfactorily completes the class 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 the approved College textbooks for each student enrolled in a class under 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 class. 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.

## **ARTICLE VIII**

### **FINANCE**

The School District will submit, for supplementary weighting, the names of students enrolled for the portion of the day that they are enrolled in credit class pursuant to this Contract.

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

In acknowledgement of the control and responsibilities of the College for an instructor employed pursuant to subparagraph 1 of Article III, the School District will pay the College a fee of \$150.00 per student per class 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 class plus direct salary and benefit costs of the instructor for a class taught by an instructor employed by the College pursuant to subsection 2 of Article III. The School District may establish the minimum number of students with the following exception: for each class of fewer than ten students, the approval of the Vice President of Academic Affairs is required. The maximum number of students per each class is fixed.

**ARTICLE IX**

**CLASSES 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.

**ARTICLE X**

**WITHDRAWAL**

Any student wishing to withdraw from a class offered under 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

Dr. Liang Wee, President

\_\_\_\_\_  
Type or Print Name of Board President

Date of Execution: \_\_\_\_\_

Date of Execution: \_\_\_\_\_