

**28E MEMORANDUM OF AGREEMENT**  
**FOR THE**  
**Reginal Education Partnership**  
**Between**  
**Iowa Central Community College**  
**&**  
**Newell Fonda Community School District**

WHEREAS Newell Fonda Community School District chooses to participate in the Reginal Education Partnership by execution of a 28E Memorandum of Agreement with Iowa Central Community College, wish to provide for their students, High school and college credit instruction through the Storm Lake Learning Center Regional Career Academy, hereinafter referred to as the Storm Lake Learning Center.

WHEREAS, IOWA CENTRAL COMMUNITY COLLEGE, hereinafter referred to as IOWA CENTRAL has the expertise to provide leadership, guidance and coordination in the design and delivery of College Credit and Shared High School Programs, and

WHEREAS, pursuant to Chapter 28E of the Code of Iowa, the parties for mutual consideration and benefits agree to provide joint services on the terms and conditions hereinafter set forth.

**Part I: GENERAL TERMS OF MATER 28E AGREEMENT**

1. **PARTIES:** The Parties to this Agreement are as follows:

Newell Fonda Community School District  
205 S Clark Street  
Newell, IA 50568

2. **PURPOSE:** The purpose of this Agreement shall be to provide a means by which parties may jointly and cooperatively provide greater educational opportunities for students, by exercising powers, privileges, and authority pursuant to the joint and cooperative powers provisions of Iowa Code Chapter 28E, as amended, in order to provide a means offering high quality, advanced and diverse learning opportunities. 1211212016

3. **NAME:** The name under which the joint cooperative activities identified in this Agreement, shall be carried out is Strom Lake Learning Center Regional Career Academy (hereinafter, the "Program")
4. **ORGANIZATION:** No separate legal or administrative entity shall be established. No joint board shall be established.
5. **DURATION OF AGREEMENT:** This Agreement shall become effective by approval of district's Board of Directors and by the Board of Directors of Iowa Central Community College, by execution of this Agreement by all parties, and upon filing with the Secretary of the State of Iowa and shall continue in effect through June 30, 2025. This Agreement shall automatically renew for additional terms of one year July 1-June 30, unless one party gives notice to the other no later than thirty (30) days prior to March 1 of any year that the Agreement will not be renewed for the following fiscal year.
6. **ANNUAL ENROLLMENT:** Guarantee payment for number of students enrolled on an annual basis:

Newell Fonda Community School District  
205 S Clark Street  
Newell, IA 50568

A seat equals 1 block which meets every day for the entire school year for 3 hours of instruction or 3 class periods.

The district will be charged 80% of prior year tuition/credit cost plus \$50.00 per course per student for cost of the textbook.

7. **DISSOLUTION:** If dissolution by an individual district becomes necessary, that district must negotiate directly with Iowa Central Community College for Early termination of this Agreement.
8. **PROPERTY:** Throughout the term of this Agreement and upon termination, any instructional material, property (real and personal) or equipment provided by the District shall remain the property of the Districts, and any instructional material, property (real or personal) or equipment provided by Iowa Central Community College shall remain the property of Iowa Central.
9. **INSURANCE:** Each district agrees to provide a proof of liability insurance in connection with the educational program in which the district has enrolled (General Liability - \$1,000,000 and Umbrella Liability). The District agrees to have Iowa Central named as an additional insured pursuant to the aforesaid liability policies.

10. **COMPLIANCE WITH STATE AND FEDERAL LAWS:** Iowa Central and each participating District agree to comply with all state and federal statutes regarding nondiscrimination on the basis of race, color, national origin, creed, religion, age, disability, sex, Gender identity, sexual orientation, veteran, or veteran disability status, of economic status. Additionally, all parties Hereto will comply with provisions of the Carl Perkins Vocational Education Act regarding (a) use of Perkins Funding, (b) Program Accountability Measures; (c) Data Collection and Reporting; (d) Equity; (e) Program Gender Balance; and (f) Senior Year Plus.
11. **BINDING EFFECT:** This Agreement shall be binding upon, and incur to the benefits of, the parties and their successors and assigns. However, neither party may assign this Agreement without the consent of the other party.
12. **EXECUTION OF COUNTERPARTS:** This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
13. **SEVERABILITY:** If any clause, provisions or selection of the Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or selections, 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 the 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 parties to the full extent permitted by law.
14. **SUPERSEDES:** This Agreement superseded all prior Agreements between Iowa Central and participating districts.
15. **NOTICES:** all notices under this Agreement must be in writing and shall be deemed given either personally delivered, transmitted by confirmed facsimile or confirmed electronic email or when received by certified mail at the address listed under section 1 of the Agreement or any another address as designated by the party.
16. **BINDING EFFECT:** This Agreement shall be binding upon, and incur to the benefits of, the parties and their successors and assigns. However, neither party may assign this Agreement without the consent of the other party.
17. **EXECUTION OF COUNTERPARTS:** This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
18. **SEVERABILITY:** If any clause, provision or section of the Agreement shall, for any reason, be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections, and this Agreement shall be construed and enforced as if illegal or invalid clause, provision or

section had not been contained herein. In case any Agreement or obligation contained in this Agreement is found to be in violation of law, then such Agreement or obligation shall be deemed to be the Agreement or obligation of the parties to full extent permitted by law.

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19. **SUPERSEDES:** this Agreement supersedes all prior agreements between Iowa Central and participating Districts.

20. **NOTICES:** All notices under this Agreement must be in writing and shall be deemed given either personally delivered, transmitted by confirmed facsimile or confirmed electronic email or when received by certified mail at the address listed under section 1 of this Agreement or at another address as designated by a party.

## PART II: REGIONAL CAREER ACADEMY

### 1. Mission:

To Create a dynamic learning environment where students from participating high schools can access education opportunities and earn high school and/or college credit.

### 2. GOALS

- A. To create a regional education center in which high quality, advanced, and diverse learning opportunities are provided to high school students.
- B. To prepare students to compete in a global, 21<sup>st</sup> century work environment.
- C. To ensure that students are prepared for postsecondary education.
- D. To share instructional resources (teachers and resources) among secondary and postsecondary institutions.
- E. To further each student's career pathways plan and its many career opportunities.
- F. To connect students to college and corporate environments and expectations.
- G. To provide career development activities, including job shadowing, internships, tours, speakers, and career planning.
- H. To provide students with the opportunity to earn high school and/or college credits.
- I. To advance students in college and/or their career.

### 3. DUTIES OF PARTIES

#### A. Each DISTRICT agrees to:

- 1) The superintendent (or their designee) serves on the Storm Lake Learning Center Regional Career Academy Coordinating Council to guide the development, implementation, decision making and on-going success of the curriculum programs.
- 2) Provide administrative and counseling commitment to the Storm Lake Learning Center Regional Academy administration, instructors, and support staff.
- 3) Provide students and parents with program information.
- 4) Provide students and parents with program information.
- 5) Required students to comply with all health and safety regulations of Iowa Central, supporting agencies and business partners.
- 6) Districts are encouraged to transport students to and from North Central Regional Career Academy
- 7) Provide special support services to eligible students through regular district procedures.
- 8) IOWA CENTRAL agrees to:

- A. Provide administrative leadership to guide the planning, development, implementation, staffing, supervision, funding, and coordination of shared College and high school programs.

B. Establish and maintain budgets, which shall include program delivery, facility costs, facility care and maintenance, grounds, utilities, instructional equipment and other related costs.

- I. Award college credit to high school students that successfully complete Iowa Central courses.
- II. Follow the policies and procedures as published in the Iowa Central catalog for college credit courses and the statewide Principles of Good Practice for Concurrent Enrollment.
- III. Maintain on-going communications with partner districts and convene the Regional Career Academy Coordinating Council at least 6 times per year.

B. Provide College planning and career development services to students attending the Regional Career Academy.

MUTUAL UNDERSTANDING. It is further mutually agreed that:

- i. Students from districts not involved in the consortium may participate in these programs on "space availability" basis as determined by the Coordinating Council. This is not to be construed as Open Enrollment.
  - ii. Shared programs awarding college credit may qualify for supplemental weighted funding if a sever criteria Department of Education "test" is met. To meet this "test", the course must:
    1. Supplement, not supplant, an existing high school course.
    2. Be included in the college catalog or an addendum to the college catalog.
    3. Be open to all registered community college students, not just high school students. (We interpret this on a "space available" basis.)
    4. Be for college credit and apply towards an associate degree, or a college diploma program.
    5. Be taught by a teacher meeting community college licensing requirements.
    6. Be taught utilizing the community college course syllabus.
    7. Be the same quality as a course offered on a community college campus.
- C. Each District must inform District students that certain Iowa Central courses/programs have additional admission criteria and require minimum test scores on placement tests and/or the ACT for admission or other approved placement test.
- D. District students enrolled in a college credit course shall be enrolled for college credit, that just for high school credit or course audit.
- E. This Agreement is exclusive with Iowa Central, and no assurance is given that courses awarded college credit will automatically transfer to any other postsecondary institution. However, Iowa Central will continue to develop articulation agreements with all four-year institutions to achieve this goal.
- F. In general, concerns at the Storm Lake Learning Center Regional Career Academy should go to the Vice President of Instruction. This person will seek to resolve the

concern in collaboration with the appropriate people (teacher, staff, students home high school, college personnel, etc.)

4. **COORDINATING COUNCIL.** This Agreement establishes an advisory board to be known as the Coordinating Council, Members of the Coordinating Council will represent Iowa Central and participating districts by providing input on matters related to programs and operations of Regional Center and to serve as a point for coordination and communication among Iowa Central and participating districts.
5. **ROLE OF THE COORDINATING COUNCIL.** Members of the coordinating council shall develop support and provide for the legal and educational policies governing the Regional Center by:
  - A. Ensuring creation of and marketing of the Regional Center's vision.
  - B. Recruiting essential partners and students.
  - C. Ensuring resources are available, including local, state, and Federal sources for sustainability.
  - D. Determining the operating structure.
  - E. Approving individual program offerings.
  - F. Clearing barriers, including those of finance and legislation.
  - G. Ensuring policy development and changes to support expansion.
6. **MEMBERS OF COORDINATING COUNCIL.** Membership in the Coordination Council shall be comprised of one representative from Iowa Central and one representative from each District which is a party hereto. Attendance at the Coordinating Council by the Superintendent, Principal, and Counselor is encouraged. Each member shall be entitled to one (1) vote. The Members from Iowa Central and each participating District shall be represented by the President, Superintendents, Chief Administrator, principal, or their designee.
7. **OFFICERS OF THE COORDINATING COUNCIL.** Officers of the coordinating Council shall be elected in the following manner.

The **Chair** of the coordinating Council shall be representative of Iowa Central.

The **Vice-Chair** is elected by a majority of the coordinating council Members at the June meeting and will serve a one-year term.

A **Recorder** will be provided by Iowa Central and shall be a non-voting member.

All Coordinating Council Members are eligible to serve as Vice-Chair
8. **DUTIES OF OFFICERS.** Officers of the coordinating council shall be assigned the following duties:

**CHAIR:** Schedule and facilitate all Coordinating Council functions and shall enforce these by-laws. In the absence of the Chair and the Vice-Chair, the chair shall appoint a meeting chair.

**Vice-Chair-** Review the minutes of the coordinating council prior to distribution to the members and discharge other duties as assigned by the chair.

**Recorder-** Notify Council Members of the Coordinating Council meetings; record the minutes of the meetings, disseminate copies of the minutes, and manage other correspondence, as deemed necessary.

9. **AD HOC COMMITTEES.** There shall be as many ad hoc committees appointed by the officers of the Coordinating council as necessary to fulfill the mission of the Regional Center. The Council will be represented on all ad hoc committees as necessary to fulfill the mission of the Regional Center. Other Community Members may be invited to join the committees as needed.
10. **ORGANIZATIONAL YEAR OF COORDINATING COUNCIL.** The organizational year will run from July 1, through June 30.
11. **MEETINGS OF COORDINATING COUNCIL.** Coordinating council meetings shall be held a minimum of six (6) times per year.



For the Newell Fonda Community School District:

Date:

[Signature]  
Signature

STATE OF IOWA

COUNTY OF Burns Vista

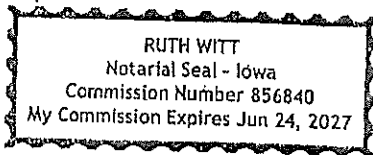
Acknowledge before me

This day of 7-12 as 2024 By Dick Junge  
Superintendent of Newell Fonda Schools

Notary Signature Ruth Witt

Acknowledge before me

This day of 7-12 as 2024



Date: \_\_\_\_\_

For Iowa Central Community College:

\_\_\_\_\_  
Signature

STATE OF IOWA

COUNTY OF WEBSTER

Acknowledge before me

This day of \_\_\_\_\_ as 20\_\_\_\_\_ by Mark R. Crimmins  
President of the Board of Trustees of Iowa Central Community College

Notary Signature \_\_\_\_\_

Acknowledge before me

This day of \_\_\_\_\_ as 20\_\_\_\_\_

