

DURATION AND TERMINATION

Subject to the rights of amendment, modification or termination, this contract shall be in full force and in effect from the date of execution until transitional services have been completed for this student unless participation is terminated by Northwest Iowa Community College or Central Lyon Community School by providing written notice to the other at least one month prior to termination or terminated by mutual agreement.

CROSS INDEMNIFICATION

If any claim for damage, injury or other loss (hereinafter "loss") is made by or on behalf of a student, the party transporting or supervising the student at the time of the loss (Central Lyon Community School or Northwest Iowa Community College) shall be responsible for any payment of claims, damages, or judgments arising out of the loss, and that transporting entity shall indemnify, defend and hold harmless the non-transporting or non-supervising party. Central Lyon Community School and Northwest Iowa Community College agree to carry liability insurance or otherwise contract for coverage of claims consistent with this Contract.

Otherwise, to the extent permitted by law, Central Lyon Community School and Northwest Iowa Community College shall protect, defend, hold harmless, and indemnify the other party from and against any and all claims, losses, costs, damages, and expenses including attorneys' fees and expenses, which may incur by reason of the indemnifying party's negligence, breach of this Agreement, or violation of law or right of a third party, or that of the indemnifying party's officers, employees, or agents.

APPLICATION OF LAWS, RULES AND REGULATIONS

This contract and all policies, rules, and regulations adopted by the parties to govern the operation of the 4+ services shall comply with the laws of the state of Iowa, with rules and regulations of the Department, and with federal laws and regulations. Any provisions of this Agreement in conflict therewith shall be null and void; however, the remainder of the Agreement shall be binding.

Central Lyon Community School and Northwest Iowa Community College shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this contract.

Central Lyon Community School and Northwest Iowa Community College agree to cooperate as needed to assure that all required services and responsibilities are provided by Central Lyon Community School and Northwest Iowa Community College and that the 4+ services, including any educational components and activities, are operated in compliance with all applicable laws.

BINDING EFFECT

This contract shall be binding upon and inure to the benefit of Central Lyon Community School and Northwest Iowa Community College hereto and their successors and assignees.

SEVERABILITY

If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not be contained herein. In case any agreement or obligation contained in this 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 members, to the full extent permitted by law.


In commemoration of this Contract, the presidents of Central Lyon Community School and Northwest Iowa Community College sign this contract on the dates set below, the contract having been passed by a majority roll call vote of each governing board. This contract shall become effective upon approval and execution by Central Lyon Community School and Northwest Iowa Community College.

CENTRAL LYON COMMUNITY SCHOOL DISTRICT

BY: _____ BY: _____
(School Superintendent) (Board President)

Date: _____ Date: _____

NORTHWEST IOWA COMMUNITY COLLEGE

BY: Alethea F. Stubbe, Ph.D. BY: 
(College President) (Board President)

Date: 06/21/21 Date: 06/21/21

Thank you for partnering with NCC in the education of our students. NCC and its partners must abide by the nondiscrimination statement as promulgated by the Office of Civil Rights which appears below.

Nondiscrimination in Education Statement:

It is the policy of Northwest Iowa Community College not to discriminate on the basis of race, color, national origin, sex, disability, age, sexual orientation, gender identity, creed, religion, and actual or potential parental, family or marital status in its programs, activities, or employment practices as required by federal and state civil rights statutes and all other applicable federal and state laws, regulations and orders. The Board of Trustees shall monitor progress on this policy through the President's appointed Affirmative Action/Equity Coordinator(s).

If you have any questions or complaints related to compliance with this policy, please contact one of the Equity Coordinators at Northwest Iowa Community College, 603 West Park Street, Sheldon, Iowa, room D403b or room A101D, email equity@nwicc.edu, phone number 712-324-5061, extension 113 or extension 137, fax 712-324-4136; or the Director of the Office for Civil Rights, U.S. Department of Education, Citigroup Center, 500 W. Madison, Suite 1475, Chicago, IL 60661, email OCR.Chicago@ed.gov, phone number 312-730-1560, fax 312-730-1576.

ENROLLMENT & FINANCIAL PROCEDURES

NORTHWEST IOWA

ALTERNATIVE HIGH SCHOOL

MEMORANDUM OF UNDERSTANDING

2021-2022 School Year



**Northwest Iowa Community College
603 West Park Street • Sheldon, IA 51201**

**ALTERNATIVE HIGH SCHOOL
COOPERATIVE AGREEMENT
NORTHWEST IOWA COMMUNITY COLLEGE
AND
AREA COMMUNITY HIGH SCHOOLS**

ARTICLE I

CREATION

WHEREAS: High schools have indicated a need for instruction different from the traditional high school or the NCC Learning Center.

WHEREAS: Individual school districts may not have sufficient number of students to justify an alternative high school program.

WHEREAS: The establishment of the high school program on a college campus could provide a positive image to the program.

WHEREAS: Such a program provides an opportunity for linking local school programs and community college vocational programs and Learning Center.

WHEREAS: A central location should serve as a hub for the alternative high school options for multiple districts.

WHEREAS: The growth in the alternative high school program over the years and a concern for driving distance has justified a need for a satellite site.

WHEREAS: The experience of Northwest Iowa Community College in providing instruction within an alternative high school setting, as well as their experience in management of an alternative high school program, is recognized.

NOW, THEREFORE BE IT RESOLVED that a cooperative agreement, which is subject to change, exists between Northwest Iowa Community College and area community high schools for the purpose of providing an alternative high school.

ARTICLE II

PURPOSE

The alternative high school is designed to help students who are potential dropouts or individuals who have dropped out of school and wish to return and graduate and find the traditional high school inappropriate.

ARTICLE III

ENTRANCE REQUIREMENT

Enrollment under this agreement will be limited to students who have been referred by their local district.

Northwest Iowa Community College reserves the right to refuse enrollment of any given student into the alternative high school if it is believed that such enrollment is an inappropriate placement for said student, or may be detrimental to the learning experience of the other students or detrimental to the program itself.

ARTICLE IV

INDIVIDUAL PLAN OF STUDY

An individual plan of study will be established for each student at the time of his or her enrollment in the Northwest Iowa Alternative High School. This plan will address the following:

1. Course requirements remaining for graduation from their local high school diploma.
2. Expected attendance. The local high school administration will specify the expected attendance for each participating student.

ARTICLE V

ADVISORY COMMITTEE

An Advisory Committee will be convened by NCC's Director of the Academic Center on an as-needed basis in order to provide feedback and improvement ideas related to the operation of the program. Superintendents of participating schools are encouraged to provide general feedback at any time to NCC's Director of the Academic Center.

ARTICLE VI

RESPONSIBILITIES OF NORTHWEST IOWA COMMUNITY COLLEGE

The college shall hire staff necessary to carry out the educational program. All materials and supplies incidental to the program shall be provided by the College. The College will provide, or arrange for an adequate facility and necessary equipment.

ARTICLE VII

RESPONSIBILITIES OF AREA COMMUNITY SCHOOL DISTRICT

The Community School District shall assume responsibilities for the following:

- A. Identifying those students from their home district who would be best served by placement in the Northwest Iowa Alternative High School Program.
- B. Maintaining communication with the Northwest Iowa Alternative High School relative to the programming provided enrolled students.
- C. Maintaining immunization records for each student and the permanent record of all high school credits issued.
- D. Reimbursing Northwest Iowa Community College for students enrolled in the alternative high school as outlined in Article VIII.

ARTICLE VIII

FINANCIAL ARRANGEMENTS

Tuition calculations for high school students are outlined below:

Category A: *A Local Education Agency (LEA) who has students enrolled in the alternative program on/before October 1.* The Northwest Iowa Alternative High school will receive the average state cost per pupil set by the Iowa Department of Education for any student who enrolls in the alternative program on or before October 1. After November 1 additional students may transfer from the regular high school to the alternative program at no additional cost. The maximum number of transfers at no cost is equal to the number of students who are enrolled in the alternative program on or before October 1. Free slots are available until May 1 of that same school year. If students above and beyond this number are transferred, a fee will be determined based upon the percent of a year the student is in each program (Calculations are comparable to Category B).

Any school district enrolling six or more students as a Category "A" student by October 1 will not be charged for one student. This free student (student #6) will not generate a free slot.

Category B: *A Local Education Agency (LEA) with no students in the alternative program on October 1, or who has used all free slots earned through Category A.* A LEA which has no students in the alternative program October 1, but later wishes to transfer a student from the regular system to the alternative program will reimburse Northwest Iowa Alternative High School based upon the portion of time spent in each system. This percentage will be applied to the average state cost per pupil. If a student enrolled under Category B is not attending or making a good faith effort to progress in their program of study, the LEA may on a one time basis, withdraw the student from Northwest Iowa Alternative High School and replace him/her with a student at no additional cost. (This replacement is allowed between November 1 and May 1.)

Category C: *Non-enrolled students.* This category is designed for students not enrolled in a high school which is a member of the cooperative arrangement. This category is intended for students who move into a district from outside the area or any LEA after count day. This category may also be used for a private school student who works through their LEA, with the understanding that the LEA will allow them to continue in the Northwest Iowa Alternative High School in following years(s) if progress is being made.

Northwest Iowa Alternative High School will receive no funds for a student who enters the program but was not enrolled in either the alternative program or any area LEA on count day.

Category D: *Alternative High School/Jointly Administered College Credit Students.* This category is intended for the student with a very limited number of required high school courses remaining for graduation and for whom the high school has determined that continued enrollment in the traditional high school setting is not of greatest benefit. This category may be limited to only those students enrolled full-time. The student must have identified postsecondary educational goals; must have shown the maturity and necessary background for probable success in postsecondary course work.

A Category "D" student will neither generate nor take a "free slot".

Students under this category will have both the alternative high school and the college credit hours counted in the determination of eligibility for benefits (ex: child care support/gas reimbursement). The financing will follow the general calculation of Category "A" with a separate supplemental agreement considered in existence for the proportion of the day identified as relating to the college credit.

Local districts will not be charged for students who enrolled but never actually attended.

Districts are responsible for the total cost identified above. There are no reductions in costs for students who drop or graduate early as this has been given consideration in identification of "free slots." The only exception to this is when a student returns to the sending district as a full time student. As that district is now providing for that student's education, the dollars will follow the student.

ARTICLE IX

SATELLITE LOCATIONS

Satellite locations may be established to accommodate student's who live some distance from the NCC campus. This agreement applies to any satellite site. School districts that send students to a different site will have all their enrollment combined for the calculation of "free slots" (Article VIII, Category A).

ARTICLE X

DURATION

This cooperative agreement covers the 2021-2022 school year.

CENTRAL LYON COMMUNITY SCHOOL DISTRICT

BY: _____
(School Superintendent)

BY: _____
(Board President)

Date: _____

Date: _____

NORTHWEST IOWA COMMUNITY COLLEGE

BY: Alethea F. Stubbs, Ph.D.
(College President)

BY: _____
(Board President)

Date: 06/21/21

Date: 06/21/21

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Memorandum

To: Central Lyon Board of Education
From: Dan Kruse, Activities Director
Date: July 12th, 2021
Re: Extra-Curricular Positions

Travis Schipper applied and was interviewed for a vacant high school football assistant position by Coach Eben and me. We both agree that Travis is a quality applicant.

It is my recommendation the board approves the hiring of Travis Schipper as an assistant high school football coach.

Dan
Kruse

Memorandum

To: Central Lyon Board of Education
From: Dan Kruse, Activities Director
Date: July 12th, 2021
Re: Extra-Curricular Positions

Jeff Kruger applied and was interviewed for a vacant middle school wrestling coaching position by Coach Eben and me. We both agree that Jeff is a quality applicant.

It is my recommendation the board approves the hiring of Jeff Kruger as a middle school wrestling coach.

Don
Kruse