

28E AGREEMENT

THIS AGREEMENT made and entered into this ____ day of November, 2012, by and between the _____ Community School District, and the Des Moines Independent Community School District, school corporations existing pursuant to Chapter 274, Code of Iowa.

WHEREAS both parties are school corporations organized and existing under the laws of the state of Iowa and are each a public agency as defined in Iowa Code Chapter 28E; and

WHEREAS a public agency may enter into an agreement with another public agency for joint and cooperate action pursuant to Iowa Code Chapter 28E; and

WHEREAS, pursuant to Section 280.15, Code of Iowa, schools may jointly employ and share the services of any school personnel, or acquire and share the use of classrooms, laboratories, equipment, and facilities; and

WHEREAS, a school district which does not have vocational and other specialized high school courses or programs, established and approved under Chapter 258, may permit a resident student to attend school in another district which has such a course or program pursuant to Section numbers 280.15 and Subsection 2 of Section 282.7, Code of Iowa; and

WHEREAS, the Des Moines Independent Community School District, in order to establish Central Campus as a Regional Academy, will work collaborative with the _____ Community School District to establish, modify, enhance, and evaluate programming. The Parties agree that the programming will meet the intent of Section 261E.9 of the Code of Iowa; and

WHEREAS, the Des Moines Independent Community School District has available the personnel, classrooms, laboratories, equipment, and facilities necessary to provide specialized programs for students residing in and attending the Des Moines Independent Community School District and the _____ Community School District to jointly utilize school personnel, classrooms, laboratories, equipment, and facilities for providing vocational and other specialized programs; and

WHEREAS, the parties have now determined that their needs in regard to vocational and other specialized programs can best be met by an agreement executed pursuant to Chapter 28E of the Code.

NOW, THEREFORE, the parties agree as follows:

Section 1. Purpose. The purpose of this agreement is to provide a means by which the parties may jointly and cooperatively proceed under the provisions of Chapter 28E, Section 280.15, 282.7, and 282.20 of the Code to jointly share the services of school personnel, acquire and make available to resident students of the _____ Community School District, vocational or any other specialized program.

Section 2. Duration. This agreement shall become effective on execution by the parties and as provided in Section 9 and shall continue in effect until it is terminated as provided in Section 9.

Section 3. Governance. This Agreement is a voluntary joint undertaking of the Des Moines Independent Community School District and the _____ Community School District, pursuant to Iowa Code Chapter 28E of the Code of Iowa. It is not the intent of the School District or Union to create a new or separate legal or administrative entity for the governance or administration of the terms or subject matter of this Agreement.

Section 4. Administration The Des Moines Independent Community School District shall be the administrative agency responsible for the administration of the vocational or other specialized programs. The Des Moines Independent Community School District shall administer the programs, and provide all personnel, classrooms, laboratories, equipment, and facilities.

The Agreement will be administered day-to-day by the Des Moines Independent Community School District's Director of Central Campus, on behalf of the Des Moines Independent Community School District and superintendent, [position], on behalf of the _____ Community School District.

Additionally, the Des Moines Independent Community School District has established the CC Advocacy Committee comprised of various representatives from the sending districts to facilitate, enhance and foster collaborative efforts and establishment of common goals.

Section 5. Property. It is not contemplated that any real or personal property will be acquired or held for the purpose of carrying out the terms of this Agreement.

Section 6. Financing. The purpose of a regional academy established pursuant to this section shall be to build a culture of innovation for students and community, to diversify educational and economic opportunities by engaging in learning experiences that involve students in complex, real-world projects, and to develop regional or global innovation networks. The _____ Community School District agrees to reimburse the Des Moines Independent Community School District for the costs associated with the collaborative programming instead of a straight tuition model.

Funding generated by the supplementary weighting received by the _____ Community School District shall be used for any or all of the following activities: bussing; other allowable travel expenses; administration; counselors; schedulers; advertisement of course offerings at the Regional Academy; longitudinal or follow-up studies on the success of students attending the Regional Academy; work related to any prerequisite or course leading to the Regional Academy; and other appropriate expenditures, if any as explained in exhibit B, incorporated herein by reference. The _____ Community School District shall include students enrolled who reside within the _____ Community School District in its annual Attendance Report to the Iowa Department of Public Instruction.

Reimbursement is to be paid upon receipt of invoice submitted by the Des Moines Independent Community School District not later than the 15th day of June of each year.

Section 7. Personnel. Personnel employed pursuant to this Agreement shall be governed by the existing personnel practices of the Des Moines Independent Community School District. The Des Moines Independent Community School District shall have the sole authority for hiring, training, evaluation, and dismissal of all persons employed pursuant to this agreement.

Section 8. Enrollment. Students to be provided vocational courses or specialized programs shall be enrolled in the Des Moines Independent Community School District at the time classwork begins. The Des Moines Independent Community School District shall determine the availability of space in a particular program or course. A copy of the enrollment information shall be forwarded by the administrative agency to the _____ Community School District (Central District Office). This enrollment report shall contain the following: name and address of the student, course or subject in which enrolled grade level, class sessions per week, using the formula found on Department of Public Instruction Form AF-1 (Shared-Time Attendance Report) and the length of course in weeks.

This report shall be forwarded no later than the second Friday in September, or as otherwise agreed to by the Parties, to _____ Community School District for all students attending the Des Moines Independent Community School District who are residents of the _____ Community School District.

The _____ Community School District shall include such students in its basic enrollment. _____ Community School District students shall be subject to the student discipline policies of the Des Moines Independent Community School District while enrolled in the vocational or other specialized programs and when on the premises of the Des Moines Independent Community School District. Any serious breach of the district's student discipline policy' shall be grounds for immediate termination of the service(s) provided to the

student.

Section 9. Termination. This agreement may be terminated as follows:

- A. By a written agreement executed by all parties;
- B. By the Board of Directors of one of the parties adopting a resolution that this Agreement shall terminate at the close of the fiscal year, unless prior to expiration of the current fiscal year the resolution is repealed and notice is given in writing.
- C. Upon the effective date of any law that renders this Agreement invalid or illegal to the extent that the intent and purpose of the Agreement cannot be carried out.

Section 10. Effective Date. It is the intent of the parties that this agreement is retroactive and shall be effective _____.

ATTEST:

By _____
Secretary, Board of Directors

DES MOINES INDEPENDENT
COMMUNITY SCHOOL DISTRICT
By _____
President, Board of Directors

ATTEST:

By _____
Secretary, Board of Directors

_____ COMMUNITY
SCHOOL DISTRICT
By _____
President, Board of Directors