

**JOINT EDUCATION SERVICE AGREEMENT**  
**Between**  
**HAWKEYE COMMUNITY COLLEGE**  
**and**  
**CEDAR FALLS COMMUNITY SCHOOL DISTRICT**

WHEREAS, pursuant to authority granted in Chapter 28E of the Iowa Code, the Cedar Falls Community School District (the “School District”) wishes to provide certain of its students the opportunity to receive instruction in certain academic courses (collectively the “Courses” or individually a “Course”) in collaboration with Hawkeye Community College (Merged Area VII) (“Hawkeye”) pursuant to this Joint Education Services Agreement (the “Agreement”) for the 2017-2018 academic year;

THEREFORE, the parties, for mutual consideration and benefits, agree to provide joint services on the terms and conditions hereinafter set forth.

**PURPOSE.** The purpose of the Agreement is to assist specified School District students to prepare for the world of college and career by receiving instruction in the Courses through collaboration and cooperation with Hawkeye and to utilize the expertise of the respective parties in providing such instruction.

**JOINT ADMINISTRATION OF COURSES.** The parties jointly agree to facilitate the program for instruction of the Courses under this Agreement as follows:

1. The School District agrees to:
  - (a) identify eligible students for Courses; eligibility is determined by meeting the enrollment requirements established by Hawkeye and in consultation with appropriate Hawkeye officials and includes meeting applicable Course prerequisites;
  - (b) provide student registrations to Hawkeye by May 30, 2017 for the Fall semester and November 30, 2017 for the Spring semester;
  - (c) provide administrative and counseling support to students enrolled in the program;
  - (d) follow the applicable Course syllabi and identified learning outcomes (competencies);
  - (e) provide textbooks, equipment and software updates;
  - (f) provide appropriate information to students and parents/guardians regarding Hawkeye policies, procedures, creation of permanent transcripts, and course dropping and/or withdrawal methods;
  - (g) ensure college-level rigor and learning experiences, assist appropriate Hawkeye personnel in implementing college assessment policies, instructor guidelines, procedures and instruments for Course effectiveness (such assessments will include classroom observations and student surveys);
  - (h) ensure qualified high school instructors attend mandatory annual professional development opportunities (noncompliance with this expectation could result in not offering the Course the following academic year);
  - (i) ensure qualified high school instructors provide Hawkeye all necessary materials, information and credentials prior to Course start date, which includes official college transcripts;
  - (j) grant high school credit for Course completion;
  - (k) the following financial commitment:
    - (i) for Courses taught by a qualified high school instructor and/or employee of the School District, the School District would pay 20% of Hawkeye’s current tuition (without fees) per student for the college credit Course(s), plus textbook and other program-related costs which may apply. Hawkeye would agree to uphold a three-year cycle for textbooks,

materials and supplies only if the course is taught by an instructor/employee of the School District;

- (ii) for Courses taught by a Hawkeye instructor at a Hawkeye facility to one or two individually-registered School District students, which Courses were historically offered through the Post-Secondary Enrollment Options program, the School District would pay 60% of Hawkeye's current tuition (without fees) per student for the college credit Course(s), plus program-related costs which may apply. A minimum of 8 students per course is required to run the course. Textbooks, materials and supplies for Courses taught by Hawkeye adjunct and full-time instructors will be determined by the instructor;
  - (iii) for Courses taught by a Hawkeye instructor to three or more School District students at any location, the School District would pay 100% of Hawkeye's current tuition (without fees) plus textbook and other program-related costs which may apply. A minimum of 8 students per course is required to run the course. Textbooks, materials and supplies for Courses taught by Hawkeye adjunct and full-time instructors will be determined by the instructor; and
  - (iv) The School District will be billed 30 calendar days after the Course begins for all students enrolled on the 30<sup>th</sup> calendar day of the Course;
  - (l) name a designee of the School District to receive student grade and transcript data;
  - (m) communicate regarding student programs to the appropriate parent or guardian;
  - (n) assist students in completion of Hawkeye registration;
  - (o) may facilitate transportation to the Course teaching site;
  - (p) provide liability insurance with respect to the conduct of the portion of the Courses provided under the School District's direction and/or at the School District's facilities;
  - (q) provide ideas to strengthen and enhance the relationship provided under this Agreement; and
  - (r) follow all policies and procedures outlined in Hawkeye's current *CollegeNow! Handbook*.
2. Hawkeye agrees to:
- (a) administer the program;
  - (b) provide staff and/or approve local instructional staff who meet Hawkeye and other applicable requirements for program teaching;
  - (c) provide annual professional development comparable to that given to adjunct faculty;
  - (d) develop and maintain a curriculum that achieves the same learning outcomes as experienced by students on its campus; thus, Hawkeye will ensure a consistency in Course syllabi, instructional materials, resources, equipment, and textbooks;
  - (e) at the completion of the term, provide the designee of the School District designee with a grade report of the students' academic performance;
  - (f) provide the School District with necessary documentation for billing purpose; and
  - (g) follow all policies and procedures outlined in Hawkeye's current *CollegeNow! Handbook*.
3. It is further mutually agreed that:
- (a) upon termination of the program at the high school:
    - (i) any instructional materials or equipment provided by the School District shall remain the property of the School District;
    - (ii) any instructional materials or equipment provided by Hawkeye shall remain the property of Hawkeye;
  - (b) The program and Courses may qualify for supplemental weighted funding if a seven-criteria "test" is met. To meet this "test," the Course must:
    - (i) supplement, *not* supplant, high school courses;
    - (ii) be included in Hawkeye's catalog or an amendment or addendum to the catalog;
    - (iii) be open to all registered Hawkeye students, not just high school students (interpreted on a "space available" basis);

- (iv) be for college credit; the college credit must apply toward an associate's degree or college diploma program;
  - (v) be taught by a teacher meeting applicable qualification requirements;
  - (vi) utilize the Course syllabus; and
  - (vii) be of the same quality as a course offered on a community college campus; and
- (c) All state and federal statutes regarding nondiscrimination on the basis of race, color, national origin, sex, handicap, religion, or economic status will be followed.

**STUDENTS.** Under this Agreement, students:

- (a) who successfully complete the course of study in the Courses will earn college credit at Hawkeye according to Hawkeye's then-current credit policies;
- (b) are registered as Hawkeye students and therefore have a Hawkeye transcript;
- (c) will not be charged for the Hawkeye credit awarded through this Agreement;
- (d) have no assurance that the Courses awarded credit will transfer to any other postsecondary institution.

**DURATION.** The duration of this Agreement shall be from July 1, 2017 to June 30, 2018. This Agreement shall automatically renew for successive one (1) year periods unless on or before May 1<sup>st</sup> of any year, one of the parties may notify the other in writing of the intent to modify or terminate this Agreement at the conclusion of the then-current term. Amendments to this Agreement become effective upon the acceptance of all parties as certified by their signatures upon the amendment.

**AUTHORIZATION.** The undersigned hereby certify that we, the properly authorized officers of our respective institutions, approve and agree to implement this Joint Education Service Agreement on behalf of our respective institutions.

**Cedar Falls Community School District**

\_\_\_\_\_  
Board of Education President

\_\_\_\_\_  
Date

**Hawkeye Community College (Merged Area VII)**

\_\_\_\_\_  
Vice President of Academic Affairs

\_\_\_\_\_  
Date