



DMACC Youth Consortium Credit Recovery Program

Thank you for your decades-long partnership with our Program. We value the commitment, collaboration, and successes we've shared over the years.

As we move forward, we are excited to introduce a new curriculum to enhance our program format to better serve our students. As a result, we have adjusted our billing structure.

Going forward:

- The School's membership fee will be \$600 annually and billed in August.
 - **The School will receive a bill based on your School's participation.**
 - The billing rate will be 50% of the regular school state aid for each student that enrolls in this program on or before December 31 and billed in January.
 - The billing rate will be 25% of the regular school state aid for each student that enrolls in this program after December 31 and be billed in June.

Our goal is to keep expenses as low as possible while continuing to provide quality curriculum and support. We believe this will allow us to better serve your students and help your district meet a wide range of student needs and challenges.

We appreciate your continued support and look forward to the positive impact these changes will have.

Please review the attached Agreement, complete it, scan and return it to President Rob Denson at rjdenson@dmacc.edu on or before Friday, May 23, 2025.

Ankeny Campus
2005 S. Ankeny Blvd.,
Ankeny, IA 50023-3993
515-964-6200

Boone Campus
1125 Hancock Drive
Boone, IA 50036-5399
515-432-7205

Carroll Campus
906 N. Grant Road
Carroll, IA 51401-2525
712-792-1755

Newton Campus
600 N. 2nd Avenue W.,
Newton, IA 50208-5049
541-791-3622

Urban/Des Moines Campus
1100 7th Street
Des Moines, IA 50314-2597
515-244-4226

West Des Moines Campus
5959 Grand Avenue
W. Des Moines, IA 50266-5302
515-633-2407

New Agreement

**Educational Services Agreement
CONTRACTED SERVICES
DMACC YOUTH CONSORTIUM CREDIT RECOVERY
PROGRAM**

**CONTRACTED SERVICES
DMACC YOUTH CONSORTIUM CREDIT RECOVERY PROGRAM**

This Contracted Service Agreement dated as of the 1st day of August, 2025, by and between Des Moines Area Community College (“DMACC”) and the school district set forth on the signature page of this Agreement _____ (“School District”), and entered into in order to set forth the terms of a Youth at Risk High School Completion Program.

WITNESSETH:

WHEREAS, DMACC is a community college organized and existing under Chapter 260C of the Code of Iowa which provides various educational programs;

WHEREAS, School District is a school corporation organized and exists under Chapter 274 of the Code of Iowa, which operates kindergarten through twelfth grade schools as provided by Iowa law;

WHEREAS, School District desires to meet the instructional needs of certain of its pupils by arranging for (certain) instructional services pursuant to the terms of this Agreement;

WHEREAS, DMACC is interested in providing certain instructional services to students of the School District in accordance with the terms of this Agreement; and

WHEREAS, School District either currently is a member or intends to become a member of the “DMACC Youth Consortium Credit Recovery Program,” which is a consortium of school districts, and administered by DMACC, established with respect to various school districts’ “Youth at Risk” programs.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, DMACC and the School District hereby agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish a high school completion program at DMACC for high school students of the School District (the “Program”).

2. DESCRIPTION

- A. DMACC agrees to provide the curriculum for the Program for students of the School District. Upon successful completion of the Program, students will receive credit for courses that can be transferred to the School District in order that School District can award a high school diploma.
- B. DMACC will provide morning and afternoon high school programming at selected DMACC Campuses or selected satellite sites. DMACC correspondence courses will be available for eligible students remaining at their home high schools. DMACC reserves the right to make reasonable changes in the type, time, and location of programming.
- C. DMACC will provide the School District with monthly reports concerning each student's progress in the Program.

3. ADMINISTRATION OF THE HIGH SCHOOL COMPLETION PROGRAM

- A. DMACC will administer the Program pursuant to the terms of this Agreement.
- B. DMACC will be responsible for the coordination of the Program, it's advisory board, hiring staff to administer the Program, and acting as fiscal agent (of) the Program.
- C. Under the terms of the Agreement, DMACC will be responsible for:
 - 1. The establishment of the high school completion curriculum for (the) Program students.
 - 2. The provision of instruction for the Program at DMACC's Campus and satellite sites.
 - 3. Supervision of DMACC's instructional staff for the Program
 - 4. Administration of the Program

4. ADMISSION INTO THE HIGH SCHOOL COMPLETION PROGRAM

- A. In order to be eligible to attend DMACC's High School Completion Program (Centers), students must be seventeen years of age or in the third year of high school; must have been identified as "at-risk"; must have been referred to the Program by the School District; and, must have been approved for admission by DMACC.
- B. The School District's students using the DMACC correspondence program must be high school students. If the School District desires to access the Correspondence Program for students not admitted to the Program, it will assign a School District employee to serve as test monitor and local liaison to the DMACC Correspondence Office.
- C. All students of the School District in DMACC high school completion courses on Campus must be admitted by DMACC and enrolled in the Program.

5. INDEMNITY

DMACC and the School District will, to the extent permitted by law, indemnify and hold each other harmless from any and all claims, causes of action, attorney fees, costs, or other expenditures occasioned by the undertakings performed by (each) that Party, respectively, in this Agreement.

6. MINIMUM STUDENT AND FINANCIAL REQUIREMENTS TO OFFER THE HIGH SCHOOL COMPLETION PROGRAM

- A. During the term of this Agreement, the School District will maintain its membership in the Program. The Parties acknowledge that the current annual membership fee for being a member of the Program is \$600. The School District agrees that it will timely pay DMACC this membership fee.
- B. Membership in the Program shall entitle the School District: (i) to enroll an unlimited number of students in the Program as set forth in paragraphs D and E; and, (ii) to have a total of five (5) courses provided by DMACC to each eligible student of the School District enrolled in the Program, without cost to the School District.
- C. DMACC will offer the Program on DMACC sites (to the School District) only if the School District is a Program member.
- D. Except as otherwise provided in Paragraph F below, in consideration of all the services to be provided by DMACC pursuant to this Agreement and as full payment for tuition payable with respect to the classes provided by DMACC to the students enrolled in the Program, the School District agrees to pay to DMACC an amount equal to .50 times the regular school state aid for each student enrolled in the Program on or before December 31 (of the then current fiscal year). This rate will change each year as the school state aid formula changes.
- E. For each additional student enrolled in the Program above the number enrolled in the Program after December 31 (of the then current fiscal year), the School District shall pay DMACC the sum of .25 times the regular school state aid for each student enrolled. This rate will change each year as the school state aid formula changes.
- F. For each student who takes more than five (5) courses, the School District agrees to pay DMACC an additional fee in the amount of \$250, plus the cost of any required textbooks for each addition course. These fees are to be paid when billed, but in any event, not later than June 30, the fiscal year in which the service was provided.

7. DURATION

This Agreement is effective for the fiscal year starting July, 2025, and will automatically renew each successive year unless written notification of intent to terminate is given by either

party to the other party not later than May 15 prior to the commencement of the next applicable fiscal year.

8. PERSONNEL

DMACC and the School District may, but shall not be required to, provide assistance to each other in the form of assigning personnel or joint or separate employment of personnel to perform the services set forth in this Agreement (hereunder).

9. FINANCING

The Parties hereby acknowledge: (i) DMACC and the School District are public bodies of the State of Iowa and subject to receipt of public funds from State and local sources; (ii) that DMACC and the School District may accept and expend, individually or jointly, funds from State or local government sources as well as from private or other public sources; and, (iii) that funds available are subject to appropriation or approval otherwise required, and subject to budget procedures and Board policies of DMACC and the School District.

10. RECORDS

DMACC and the School District shall establish such rules, procedures, and terms as may be necessary and keep such records as are necessary, to provide their respective Boards with appropriate information to carry out this Agreement and to inform the public, to the extent provided and permitted by law, of the proceedings taken under this Agreement. DMACC and the School District may adopt written procedures, supplementary agreements, and other terms designed to carry out this Agreement. The procedures, agreements, and terms are subject to approval by the appropriate governing body or officials and shall be filed with such body or officials.

11. POWERS

DMACC and the School District may do all things necessary to carry out the provisions of this Agreement not in conflict with any law or regulation.

12. LEGAL STATUS

The Agreement is a voluntary joint undertaking of DMACC and the School District, both public agencies of Iowa, as authorized by Chapter 28E of the Code of Iowa. It is not the intent of DMACC or the School District to create a new legal entity. The administrators of this Agreement shall be the President of DMACC and the Superintendent of the School District, representing their respective entities.

13. AMENDMENT

The terms of this Agreement may only be amended by the written agreement of the Parties to this Agreement, subject to approval by the appropriate governing body or officials of the Parties.

DES MOINES AREA COMMUNITY COLLEGE

By



Robert J. Denson, President

05-06-2025

Date

[Name of school district]

Board President or Superintendent

Date

[Type or print name]

