

IOWA PRINCIPAL'S LEADERSHIP ACADEMY

28E AGREEMENT

**RECITALS**

Northwest Area Education Agency is an area education agency created pursuant to the Iowa Code Chapter 273 and is a public agency under Iowa Code Chapter 28E.

Prairie Lakes Area Education Agency 8 is an area education agency created pursuant to the Iowa Code Chapter 273 and is a public agency under Iowa Code Chapter 28E.

The Northwest Iowa AEA Cooperative (the "Cooperative") is an enterprise created by Northwest Area Education Agency and Prairie Lakes Area Education Agency 8 pursuant to the authority of Iowa Code Section 273.7A and is a public agency under Iowa Code Chapter 28E.

The Cooperative created the Iowa Principal's Leadership Academy (hereinafter "IPLA" or "IPLA Program") to provide a principal certification program to teachers and others holding a masters degree in the state of Iowa.

The IPLA Program and its content were approved by the Iowa State Board of Education Examiners and Iowa State Board of Education in May 2001 and is a state accredited program for the certification of principals.

The Cooperative is authorized by Iowa Code Section 273.7A to provide services to other area education agencies and is currently the only AEA-based program in the State of Iowa certified to offer the IPLA Program.

\_\_\_\_\_ ("\_\_\_\_\_") has expressed a desire to begin offering the IPLA Program in an effort to provide increased professional development opportunities to its school districts and persons it serves.

The Cooperative is willing and able to jointly exercise its power of certification of the IPLA Program with \_\_\_\_\_ under the terms and conditions as outlined in this Agreement.

The Cooperative and \_\_\_\_\_ believe that entering into this 28E Agreement to expand the offering of the IPLA Program will be to their mutual benefit and will provide services authorized by Iowa Code Section 273.7A to be performed by Iowa area education agencies.

**AGREEMENT**

The Cooperative and \_\_\_\_\_ agree as follows:

1. Term. This agreement shall commence upon the date of execution and filing with the secretary of state's office, pursuant to Iowa Code Chapter 28E, as amended, and shall continue in full force and effect until terminated by either party pursuant to Section 12 of this Agreement.
2. Purpose. The purpose of this agreement is to establish terms and conditions under which the Cooperative will exercise and extend its power of certification of the IPLA Program to \_\_\_\_\_ in order for \_\_\_\_\_ to offer the IPLA Program to the school districts and persons its serves.
3. Governance and Administration. No separate legal or administrative entity shall be created by this Agreement. Rather, this Agreement shall be administered by the Cooperative's Governing Council on behalf of the Cooperative and the Chief Administrator on behalf of \_\_\_\_\_. Additionally, the IPLA has in place an established Advisory Council which shall make recommendations regarding implementation of this Agreement at the direction of the Cooperative's Governing Council or the Chief Administrator of \_\_\_\_\_.

4. 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.
5. Responsibilities of Cooperative.
  - a. The Cooperative shall, through Prairie Lakes AEA or Northwest AEA, contract with an administrator or project director who shall review and oversee the IPLA program.
  - b. The Cooperative shall take all steps necessary to maintain its authorization to offer the IPLA Program.
6. Responsibilities of \_\_\_\_\_.
  - a. \_\_\_\_\_ shall follow the IPLA established curriculum when offering the IPLA Program.
  - b. \_\_\_\_\_ shall contract with all instructors and other personnel necessary and qualified to fully implement and offer the IPLA Program according to the curriculum and certifications requirements established by the Cooperative and Iowa State Board of Educational Examiners.
  - c. \_\_\_\_\_ shall be solely responsible for any financial loss incurred as a result of students who may drop out from the \_\_\_\_\_ offered IPLA Program after beginning the IPLA Program.
7. Fiscal Agent. Should this Agreement call for the services of a fiscal agent, the fiscal agent shall be Prairie Lakes Area Education Agency 8.
8. Financing. \_\_\_\_\_ will pay the Cooperative a fee of \$\_\_\_\_\_ per student to reimburse the Cooperative for costs which incurs administering the IPLA Program in accordance with this Agreement.
9. Insurance. The Cooperative (through Prairie Lakes AEA 8 and Northwest AEA) and

\_\_\_\_\_ shall carry liability insurance for the protection of both parties from any liability arising out of any accident or other occurrence causing any injury and/or damage to any person or property upon any premises where services are provided pursuant to this Agreement that are due directly or indirectly to the use or occupancy thereof by the insured, or any person claiming through or under the insured. Liability policies shall have limits of not less than \$1,000,000 bodily injury per person, \$2,000,000 for each occurrence, \$250,000 for property damage, and \$5,000,000 excess liability umbrella. Such policies shall cover the premises, shall be issued by insurance companies and in forms satisfactory to the insured, shall provide for at least thirty (30) days notice before cancellation.

10. Modification. This Agreement may be modified by mutual written consent of the Parties.
11. Separability. In the event that any provision of this Agreement is deemed to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect by and between the parties hereto.
12. Termination. On or before \_\_\_\_\_ of any year, each party shall declare its intent if it desires to terminate this Agreement between the parties and communicate the same to the other in writing. In the event that no party declares an intent to terminate the Agreement on or before \_\_\_\_\_, the Agreement shall continue in force for the succeeding year.
13. Notices. Any notices required under this Agreement shall be sent certified mail to the Secretary of the Board of the Parties at the addresses listed below:

If the notice is given to the Northwest Iowa Area Education Agency Cooperative:

Chairperson, Governing Council  
Northwest Iowa AEA Cooperative  
1520 Morningside Avenue  
Sioux City, Iowa 51106

If the notice is given to the \_\_\_\_\_:

Chief Administrator  
Prairie Lakes Area Education Agency  
500 NE 6<sup>th</sup> Street  
Pocahontas, Iowa 50574

13. Execution. The Parties agree that this Agreement may be executed in separate parts, and that facsimile signatures shall be as valid as if the person had signed in the presence of all other parties.

**THIS AGREEMENT** has been approved by appropriate legislative action of the Cooperative and has been executed on this \_25th day of March, 2008.

Northwest Iowa Area Education Agency Cooperative

By: \_\_\_\_\_

L. Kay Forsythe , Chairperson of Governing Council

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

Area Education Agency \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_, President

ATTEST:

By: \_\_\_\_\_

\_\_\_\_\_, Secretary

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that they are the Chairperson and \_\_\_\_\_ respectively, of the Northwest Iowa Area Education Agency Cooperative Governing Council, the cooperative executing the within and foregoing instrument to which this is attached; that the instrument was signed on behalf of said cooperative by authority of its Governing Council; and that \_\_\_\_\_ and \_\_\_\_\_ as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the cooperative, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF IOWA, COUNTY OF \_\_\_\_\_, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that they are the President and Secretary respectively, of Area Education Agency \_\_\_\_\_, the corporation executing the within and foregoing instrument to which this is attached; that the instrument was signed on behalf of said corporation by authority of its Board of Directors; and that \_\_\_\_\_ and \_\_\_\_\_ as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for said State