

**Garner-Hayfield Community School District and
Ventura Community School District
Whole Grade Sharing Agreement**

COME NOW, the Garner-Hayfield Community School District (“Garner-Hayfield”) and the Ventura Community School District (“Ventura”) and for their Whole Grade Sharing Agreement state as follows:

WHEREAS, Garner-Hayfield and Ventura are desirous of cooperating in their efforts to provide quality educational services and to provide those services more efficiently and economically than is possible separately; and

WHEREAS, Iowa Code section 256.13 states that school districts may combine their enrollments for one or more grades by agreement, and Iowa Code section 280.15 states that school districts may share school personnel, equipment, and facilities; and

WHEREAS, Iowa Code sections 282.10, 282.11, and 282.12 state that a whole grade sharing agreement may be entered into between school districts whereby all or a substantial portion of the pupils in any grade in two or more school districts share an educational program for all or a substantial portion of a school day pursuant to sections 256.13 and 280.15; and

WHEREAS, Garner-Hayfield and Ventura (individually a “Party” and collectively, the “Parties”) have determined that it is in their best interests to enter into a two-way whole grade sharing agreement; and

NOW THEREFORE, Garner-Hayfield and Ventura agree to the following as authorized by Iowa Code Sections 256.13, 280.15, and 282.10 - 282.12, Code of Iowa.

1. Term and Termination

This Agreement shall be effective July 1, 2012 and shall continue for two (2) years, including school years 2012-2013 and 2013-2014. This Agreement will automatically continue for additional one-year terms thereafter unless either Party affirmatively notifies the other, in writing, on or before August 1 preceding any year of renewal that it wishes to terminate the Agreement, effective at the end of the current term. The Parties may mutually agree to terminate this Agreement at an earlier date. The Agreement will also automatically terminate in the event of reorganization or dissolution of one or both Parties.

2. Students and Services Involved

Complete instructional and extracurricular programs for the entirety of the regular program student population of both districts in grades 7-8 will be served by Ventura, unless otherwise agreed upon by the Parties. Complete instructional and extracurricular programs for the entirety of the regular program students of both districts in grades 9-12 will be served by Garner-Hayfield, unless otherwise agreed upon by the Parties. Resident program students in grades K-6 will be served by each district independently. Both

districts will maintain current resource and special-class-with-integration special education programs serving shared grades. Arrangements for special education students not able to be appropriately served in existing programs will be separately made by the resident district.

3. Instructional and Extracurricular Program Financial Arrangements

All instructional and extracurricular costs shall be the responsibility of each respected District. For example, grade 9-12 instructional and extra curricular expenses will be the responsibility of Garner-Hayfield while the instructional and extra curricular expenses of grades 7-8 will be the responsibility of Ventura.

Both Garner-Hayfield and Ventura will maintain their own resident student counts on the certified enrollment and will use this funding to provide instructional and extra curricular opportunities unless there is a significant decrease in open enrollment income, in either district. Any specific federal or state funded programs, excluding any regular general fund programs, shall be retained and used by the district making the application, however, a spirit of cooperation and openness shall exist.

Student fees shall be determined individually by each school board upon recommendation by the administrations of both districts.

On July 1, 2012, activity account balances shall be established for both Junior High and High School by each district.

Calculations of expenses to be cost-shared shall be prepared by the administration of each Party subsequent to the end of the fiscal year (June 30) of each year of this Agreement. The two boards shall jointly meet by the following July 31 to consider the expenses, make any adjustments, and provide for the transfer of monies to settle all accounts. In the event of disagreement between the Parties with no conclusion, the item in dispute shall go to arbitration as specified in this Agreement.

4. Transportation Financial Arrangements

Garner-Hayfield will be responsible for transporting its students in grades 7 and 8 to (morning) and from (nights) Ventura for their instructional programs. Ventura will be responsible for transporting its students in grades 9 through 12 to (morning) and from (nights) Garner-Hayfield for their instructional programs.

Unless otherwise agreed by the parties, Ventura will be responsible for transporting all 9-12 Ventura students for after school extracurricular practices and Garner-Hayfield will be responsible for transporting the 7-8 students for after school extracurricular practices. Garner-Hayfield and Ventura agree to cover their own costs respectively in all areas of transportation.

Should the occasion arise where one district provides transportation services for the other district, miles shall be recorded. The cost of said transportation should be the cost per mile as stated on the prior year's Annual Transportation Report to the

Department of Education multiplied by the number of miles for said activities, or such other determination of cost as may be required by law.

5. The Instructional Program

Initially, the courses and curriculum for the shared grades will be that of the district where the students are located and the program is being offered. Each district shall strive to improve the instructional program for the shared grades. The Parties agree to cooperate as needed regarding the instructional program, including seeking input on courses and making an effort to coordinate school calendars and hours.

6. Extracurricular Activities

Garner-Hayfield shall serve as the host for all grades 9-12 extracurricular activities, unless otherwise mutually agreed upon, and will assume all responsibilities for administering all programs offered, such as all athletics and fine arts. The high school teams and activities shall participate under the current Garner-Hayfield colors. However, incorporating Ventura colors and/or Ventura's Vikings logo onto all Varsity uniforms will be explored. The "team" shall be called the Garner-Hayfield/Ventura Cardinals, subject to present and future 28E agreements with other schools.

Ventura shall serve as the host school for all grades 7-8 extracurricular activities, unless otherwise mutually agreed upon, and will assume all responsibilities for administering all programs offered, such as all athletics and fine arts. The junior high school teams and activities shall participate under the current Ventura school colors, where appropriate. However, incorporating Garner-Hayfield colors and/or Garner-Hayfield's logo onto all uniforms will be explored. The "team" shall be called the Ventura/Garner-Hayfield Vikings, subject to present and future 28E agreements with other schools.

7. Jurisdiction

Students shall be subject to the disciplinary code, policies and regulations established by the district in which the student attends class. All disciplinary or other hearings, if any, will be conducted by the administration and/or board where the student attends class, with the exception of hearings regarding long-term suspensions (greater than ten (10) days) and expulsions. When the resident board conducts hearings regarding long-term suspensions or expulsions, the board shall apply the disciplinary codes, policies and regulations applicable where the student attends class. Each district shall strive to make the disciplinary codes, policies and regulations as uniform as possible.

8. Student Records/Class Rank/Graduation

Garner-Hayfield grades 7-8 student records will be transferred to and be incorporated with the Ventura junior high student records. Correspondingly, Ventura grades 9-12 student records will be transferred to and be incorporated with the Garner-Hayfield high school student records.

Grades 9-12 class ranks, grade-point averages, Valedictorian and Salutatorian shall remain separate with incoming sophomores, juniors and seniors through their graduation. Only incoming freshman will combine these requirements and shall be under the Garner-Hayfield high school student records.

Student Councils for grades 7-8 and 9-12 shall have representation from both schools in the first year of the agreement.

9. Licensed Staffing

Unless otherwise agreed by the Parties, Garner-Hayfield will be responsible for staffing the instructional and extracurricular needs in grades 9-12. Unless otherwise agreed by the Parties, Ventura will be responsible for staffing the instructional and extracurricular needs of grades 7-8. The districts agree to comply with the requirements of Section 280.15, Code of Iowa, regarding employment of persons in connection with a whole grade sharing agreement. Qualified employees who are laid off and whose Agreements are terminated by one of the districts as a result of the Whole Grade Sharing Agreement in the spring of 2012 may be entitled to preferential hiring in the partner district in any additional positions added due to the need for additional staff caused by the Whole Grade Sharing Agreement, to the extent provided in Iowa Code Section 280.15.

The Parties agree that the disposition of Teacher Quality money under Iowa Code chapter 284 shall remain with the District holding the contract for each respected position.

To the extent an employee of a district which is a Party to this Agreement provides services under this Agreement, that district shall remain the employer of such employee for purposes of this Agreement and other employment-related purposes, notwithstanding that the district is sharing the services of the employee with the other party in accordance with this Agreement.

Staff may be cross-scheduled (employed by one district and assigned to work in the other) by mutual agreement of both districts. Any cross scheduled staff will remain on their original school's salary schedule and Master Contract and shall be supervised and evaluated by the Principal in the building where they are assigned to work. Final evaluations will be subject to the approval of the Superintendent of the employing district.

Any shared instructional or administrative positions will be cost-shared between the two districts as agreed upon at the time by the two boards of directors.

10. Instructional Equipment, Supplies, Furniture, Books,

Existing equipment, supplies, furniture, and textbooks of each Party may be utilized in the joint instructional program in either district. Such use will be determined by the administrators and based upon the greatest and most appropriate need for same. An inventory of exchanged items will be maintained.

New purchases for the instructional program, i.e. equipment, supplies, textbooks and furniture directly utilized in the instructional program, shall be the responsibility of the host district.

Upon termination of this Agreement, identifiable exchanged items shall be returned to the district of original ownership.

11. Buildings, Non-Instructional Equipment, Other Expenses

Each school shall be responsible for its own building(s), non-instructional equipment and supplies, school bus purchases, maintenance expenses, utilities, liability and property insurance, administrative salaries and fringe benefits, teaching and teaching support salaries and non-instructional staff salaries and fringe benefits. Administration shall develop a standardized accounting for items to and similar costs.

12. Liability

If any claim for injury is made by a student, the district transporting or supervising the student at the time of the injury shall be responsible for any payment of claims, damages, or judgments arising out of the injury and that transporting or supervising district shall indemnify, defend and hold harmless the non-transporting or non-supervising district if a claim is made against the non-transporting or non-supervising district for an injury which occurred while the student was under the supervision and control of the transporting or supervising district. Both Garner-Hayfield and Ventura agree to carry liability insurance consistent with the agreement.

12. Tuition

For the purpose of the potential application of Section 282.11, Code of Iowa, the Parties agree that one-half (50%) of the then current regular program district cost per pupil of the affected district shall constitute the agreed tuition amount.

13. Liaison Committee

A standing Liaison Committee will be formed by the two districts for the purpose of discussing issues arising out of this Agreement. The Liaison Committee will consist of two Board Members from each district. The Liaison Committee will meet as needed and will make recommendations to the two Boards on issues arising out of the interpretation and operation of this Agreement.

14. Joint Board Meetings

The boards of directors of the two districts shall meet jointly in July, November, and March of each year, or more often if necessary, to deal with items of mutual concern.

15. Resolution of Disputes

Should disputes arise under this Agreement, the Parties will first attempt to mutually resolve the dispute by referring the matter to the Liaison Committee for recommendation to the two boards and decision by the boards. If the Parties are still unable to agree, the point in dispute will be arbitrated and the result will be binding upon the Parties. The Parties will attempt to agree upon an arbitrator to serve. In the event that the Parties cannot agree upon an arbitrator, each Party will submit two names for selection as the potential arbitrator. The potential arbitrator shall have prior experience in Iowa school administration. From the four submissions, three will be drawn. The Parties will then draw lots for striking order. Each Party will strike one name. The remaining name will serve as the arbitrator to resolve the dispute. The Parties will split the cost of the arbitrator and the costs of representation of each district will be borne separately.

16. Non-Delegation

Nothing contained in this Agreement shall be construed as a delegation of the authority by the board of directors of either school district, or the powers or responsibilities conferred upon them by the Code of Iowa, now or as the same may be hereinafter amended.

17. Separability

In the event any provision of this Agreement is deemed to be unenforceable, the remaining provisions shall remain in full force and effect by and between the Parties hereto.

18. Legal Compliance

This Agreement shall be construed in accordance with the laws of the State of Iowa.

19. Calendar and Hours of Operation

The Parties will strive to coordinate calendars and hours of operation.

20. Expansion

Any additional sharing between the two districts or sharing with any additional districts, either curricular or extracurricular, must be mutually agreed upon by both districts, Ventura and Garner-Hayfield.

21. Amendment

This Agreement may be modified in writing by mutual consent of the parties, but only after said modification appears on the agendas of two successive board meetings for each district. Any modification deemed an emergency by both boards may be made on an immediate basis, in accordance with applicable law.

22. Miscellaneous

All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified: (1) notice to Garner-Hayfield shall be sent to: Garner-Hayfield Board Secretary; (2) notice to Ventura shall be sent to: Ventura Board Secretary.

Both Parties shall refrain from any action which would violate any law, rule, policy, or regulation of any governmental body or agency having jurisdiction over this Agreement.

The Parties agree to cooperate as needed to assure that all required services and responsibilities are provided by the Parties and that the educational programs and activities are operated in compliance with all applicable laws.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

In Commemoration of this Agreement, the Presidents and Secretaries of the respective Boards of Directors sign this Agreement on the dates set below:

Garner-Hayfield Community School District

Date _____ By: _____

Board President

Attest:

Date _____ By: _____

Board Secretary

Ventura Community School District

Date _____ By: _____

Board President

Attest:

Date _____ By: _____

Board Secretary

ADDENDUM - CLARIFICATION OF INSTRUCTIONAL PROGRAM COSTS

Paragraph 3 of the Ventura and Garner-Hayfield Whole Grade Sharing Agreement discusses the calculation of prorated instructional program costs involved in the joint program under such agreement. The following is a general listing of the type of grade level expenditures that would qualify for this category; it is not necessarily all-inclusive:

1. Professional Staff salaries and benefits (teachers, guidance counselors, librarians, etc..)
2. Clerical staff salaries and benefits (not for the school meal program)
3. Teacher Assistant salaries and benefits
4. Substitute Salaries and Benefits
5. Principals' Salaries and Benefits
6. Instructional/Support Equipment purchases (e.g. classroom equip., copy machines, etc.)
7. Instructional/Support Equipment maintenance/repair
8. Instructional Staff and Administrative Travel
9. Staff Development/Inservice workshops and materials
10. General Office Expense - supplies, equipment and maintenance/repair, etc.
11. 7-12 Open Enrollment Deficit (any surplus would be a credit)
12. General Expense
13. Commencement Expense
14. Textbooks, Workbooks, Periodicals, Library Books, Prof. Literature, Audio Visual Materials
15. Instructional/General Supplies
16. Professional Dues and Fees