

# **Whole Grade Sharing Agreement between Harmony and Van Buren Community School Districts**

HARMONY COMMUNITY SCHOOL DISTRICT  
AND  
VAN BUREN COMMUNITY SCHOOL DISTRICT  
WHOLE GRADE SHARING AGREEMENT

**COMES NOW, the Harmony Community School District (“Harmony”) and the Van Buren Community School District (“Van Buren”) and for their Whole Grade Sharing Agreement state as follows:**

WHEREAS, Harmony and Van Buren have the responsibility of providing quality educational services to the students in their respective districts; and

WHEREAS, it is the policy of the State of Iowa to encourage economical and efficient operation of school districts that will insure equal educational opportunity to all children of the state; and

WHEREAS, Harmony and Van Buren 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, Harmony and Van Buren (individually a “Party” and collectively, the “Parties”) have determined that it is in their best interests to enter into a one-way whole grade sharing agreement.

NOW THEREFORE, Harmony and Van Buren 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:

a. The term of this Agreement shall be for 3 (three) years, beginning on July 1, 2016 and ending on June 30, 201\_. The Agreement shall continue automatically thereafter for additional one-year periods if written notification of intent to terminate is not delivered by one Party to another Party on or before August 1 preceding the year of renewal. This Agreement may also be terminated at any time upon mutual agreement of the Parties. This Agreement will also automatically terminate in the event of reorganization or dissolution of one or both Parties. The termination of this Agreement shall not relieve any Party of any obligations or liabilities incurred prior to the effective date of such termination.

2. SCOPE/ STUDENTS/SERVICES INVOLVED:

a. Scope: During the Term of this Agreement, the complete instructional and extracurricular programs for the entire student population in Grades 7 through 12, for both Van Buren and Harmony will be located in and served by Van Buren. Each Party shall maintain their current K-6 program located in their respective communities. Therefore, this is a one-way whole grade sharing agreement as defined by Section 282.10(2) of the Iowa Code.

b. Students: This Agreement shall cover the regular program student population of Harmony in grades 7 through 12 excluding those students open enrolled out of Harmony to any school district, including Van Buren. It shall include students who are open enrolled from other school districts into Harmony. Special Education services shall be provided by the Van Buren Community School District and the Harmony Community School District shall be responsible for providing transportation and will pay for the actual cost of the Special Education services for special education students subject to this sharing agreement.

c. Services: Services under this Agreement shall include all academic and extracurricular programs in grades 7 through 12. Harmony students and Van Buren students shall be allowed equal consideration and access to all 7-12 school sponsored programs. It is the intention of the respective Parties, hereto, that all grades 7-12 Harmony students have the same rights and responsibilities as Van Buren students. All students, whether Harmony or Van Buren, will be subject to the same academic, disciplinary, graduation, student code, student conduct, and other requirements applying to students within the Van Buren Community School District. Both Parties shall endeavor to adopt a common school calendar.

### 3. TUITION:

- a. Harmony will pay the base year tuition for the 2016-2017 school year at the 2015-2016 tuition cost per pupil paid to Van Buren plus the allowable growth per student for the 2016-2017 school year. The tuition shall be computed by determining the number of Harmony students enrolled in Van Buren on the first weekday in October for the first semester payment and on the third Friday of February for the second semester payment. Harmony will be billed for students for the number of teacher contract days served. Payment for the first semester attendance shall be made by January 31st of each year and payment for the second semester attendance shall be made by June 30th of each year. A billing invoice shall be sent from Van Buren to Harmony by the end of each semester, but no later than January 15th and June 15th of each year. (See Schedule A – Tuition Schedule)
- b. Harmony will pay the base year tuition cost per pupil minus the Harmony cost per pupil transported (annually evaluated and re-estimated) reported to the Iowa Department of Education. The cost per pupil transported for FY14 was \$887.73 (as per reported to the DE) in FY15 was \$972.02.
- c. The supplementary weighting of 10% of the state aid cost per pupil to the SENDING district will be shared equally and/or the state aid calculation adjustment will reflect the supplementary weighting sharing.
- d. In addition to the sums computed to be paid as required above in (a), Harmony shall send to Van Buren the teacher salary supplement, Iowa Core, and professional development categorical funds as described in Sections 257.10 and 284.12(1)(d), Code of Iowa, on an indexed manner which are designated for the Harmony students in grades 7-12. Teacher salary supplement and professional development categorical funds will be increased incrementally based on the amounts found on the aid and levy worksheet each year. Payments for the above items shall be computed by determining the number of Harmony students enrolled at Van Buren on the first weekday in October. These payments shall be made in two (2) installments. One-half (1/2) will be payable on January 31 and the second-half (1/2) payable on June 30.
- e. Teacher Leadership funds will follow the student in the whole grade sharing agreement.

### 4. TRANSPORTATION:

- a. Harmony shall be exclusively responsible for transporting its resident students to and from Van Buren daily under this Agreement. Any field trips or other transportation required as part of the academic program or extracurricular or co-curricular activities under this Agreement shall be provided to Harmony students by Van Buren. Should the occasion arise where either Party provides transportation services for the other Party, not otherwise addressed in this Agreement, the miles shall be recorded and the cost of said transportation will be paid by the Party receiving the transportation based on the cost per mile as stated on the other Party's most recent Annual Transportation Report to the Iowa

Department of Education, or such other determination of cost as may be required by law.

5. JURISDICTION AND DISCIPLINE: Harmony grades 7-12 students will be under the sole jurisdiction and responsibility of Van Buren and its policies and handbook rules relating to school discipline and participation in extracurricular and co-curricular activities while attending classes and participating in extracurricular and co-curricular activities at Van Buren. The Van Buren administration and/or its school board shall administer such policies and rules and conduct any necessary disciplinary or other hearings, if any, with the exception of hearings regarding long-term suspensions (greater than ten (10) days) and expulsions. The Harmony school board, as the school board of the resident district for the Harmony students, shall perform these hearings. When the Harmony school board conducts hearings regarding long-term suspensions or expulsions, it shall apply the Van Buren disciplinary policies and rules when and where applicable. Both Van Buren and Harmony shall strive to make their respective disciplinary codes, policies, regulations, and rules as uniform as possible.
6. STUDENT RECORDS/CLASS RANK/GRADUATION: Harmony grades 7-12 student records will be transferred to and be incorporated with Van Buren Junior/Senior High School student records. Graduation requirements will be those of Van Buren and shall be applicable to all students regardless of residence. Unless otherwise agreed by the parties, Harmony students graduating through academic year 2018-2019 shall have transcripts specifically identifying coursework taken at both Van Buren and Harmony and will maintain a class rank reflective of their Harmony class count. Other issues related to student transcripts for both school districts will be addressed and agreed upon by the parties, as appropriate. All students will receive a Van Buren diploma. Juniors and Seniors of FY 17-FY 19 can receive a diploma with a picture of both school districts, as requested.
7. SCHOLARSHIPS: No distinction will be made between the residences of students for scholarships awarded. Exceptions to the above include (a) scholarship funds by trust agreement available only to resident student graduates of either Harmony or Van Buren and (b) any scholarships awarded by individuals and organizations outside the jurisdiction of the two Parties.
8. JOINT BOARD MEETINGS: The school boards of both Parties shall meet jointly as deemed necessary by mutual agreement. Four (4) full joint board meetings (2 at Harmony

and 2 at Van Buren) will be held each calendar year. The Parties shall cooperate with respect to the scheduling of these meetings.

9. RESOLUTIONS COMMITTEE AND ARBITRATION: A Resolutions Committee shall be created and consist of two (2) school board representatives from each Party to facilitate cooperation under this Agreement, one of whom shall be the Board President of each Party. The Superintendent of each Party shall be an ex officio, non-voting member of the Resolutions Committee but shall be in attendance at all committee meetings. Issues of interpretation or change which may arise under this Agreement or additional issues which are not directly addressed in the Agreement may be discussed by the Resolutions Committee for recommendation to the respective school boards of each Party for adoption as amendments or supplements to this Agreement. If the Resolutions Committee and/or Parties should fail to agree on questions arising under or in conjunction with this Agreement, either Party may request arbitration to resolve the dispute. The Parties will attempt to agree on an arbitrator to serve. Absent agreement, either Party may request a list of three persons with prior experience as Iowa school administrators to be appointed by the Administrator of Great Prairie AEA who shall hear the evidence as presented by the Parties' representatives and who shall issue a final, binding decision. Costs of representation shall be borne separately and the costs of the arbitrator shall be shared equally.
10. STAFFING: Van Buren shall be responsible to staff grades 7-12 to serve the educational requirements of all Harmony students being served under this Agreement. The financial responsibility for such staff (inclusive of salary and benefits) shall be the responsibility of Van Buren as the employing entity. Van Buren agrees to consider any staffing issues or concerns raised by Harmony, but the ultimate hiring and firing authority and other decisions regarding staff in grades 7-12 shall be that of Van Buren pursuant to Iowa Code 280.15.
11. INSURANCE: The Parties both agree to carry liability insurance for protection from claims arising out of the Party's acts or omissions under this Agreement. Such liability insurance will provide for coverage in a minimum amount of \$1,000,000 and will be effective throughout the Agreement. Each Party shall provide a certificate indicating that such insurance coverage has been obtained. Each of the Parties hereby releases the other from any claim for recovery for any loss or damage to any of its property or for any liability which is insured under valid and collectible insurance policies to the extent of any recovery

collectible under such insurance. It is further agreed that this waiver applies only when permitted by the applicable policy of insurance.

12. INDEMNITY AND HOLD HARMLESS: To the extent permitted by law, each Party shall defend, indemnify, and hold harmless the other Party, and its respective directors, officers, employees, and agents, from and against any and all claims, liabilities, damages, and expenses (including reasonable attorney fees and costs) arising out of any act or omission of the indemnifying Party in performing its responsibilities under this Agreement.

13. STATUS AND COOPERATION: It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to create a partnership, association, agency, or other affiliation or like relationship between the Parties, it being specifically agreed that their relation is and shall remain that of independent Parties to a cooperative contractual relationship. In no event shall either Party be liable for the debts or obligations of the other Party. The Parties agree to cooperate as needed to ensure that the services are provided in compliance with applicable laws and that all required responsibilities are met.

14. DISTRICT NAMES AND IDENTITY: Each Party shall maintain its own name and identity currently in use. The names on equipment, facilities or other indicia of possession shall not be changed. The Parties shall continue to conduct their business matters as independent school corporations. When an announcement or release of extra-curricular scores or results is made for junior or senior high events, it shall be in the name of the Van Buren Community School District.

- a. \*See addendum for committee work on joint efforts during the years of whole-grade sharing between both school districts.

15. NOTICES: 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 central administrative office of each Party, attention to the Superintendent or other designated representative, until otherwise notified. The addresses for notices shall be as follows:

i. Superintendent  
Van Buren Community  
School District  
503 Henry St.  
Keosauqua, IA 52565

Superintendent  
Harmony Community School District  
602 8t St.  
Bonaparte, IA 52620

16. FORCE MAJEURE: Notwithstanding anything contained in this Agreement to the contrary, no Party shall be liable to the other Party for failure to comply with any obligation under this Agreement if prevented from doing so by reason of contingencies beyond the reasonable control of the Party, and all requirements as to notice and other performance required hereunder within a specified period shall be automatically extended to accommodate the period of pendency of any such contingency which shall interfere with such performance.

17. ENTIRE AGREEMENT: This document constitutes the entire Agreement between the Parties with respect to the subject matter herein. No prior written or oral statements not specifically incorporated herein have any effect.

18. SEVERABILITY: Should any paragraph or provision of this Agreement be declared illegal by a court or agency of competent jurisdiction, then that paragraph or provision shall be deleted from this Agreement to the extent of the illegality. Such deletion shall not affect any other paragraphs or provisions of this Agreement.

19. AMENDMENT AND MODIFICATION: This Agreement may be modified in writing by mutual consent of the Parties, but only after said modification is on the agendas of two successive board meetings for each Party. Any modification deemed an emergency by both Parties may be made on an immediate basis, in accordance with applicable law.

20. COUNTERPARTS: This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, but all of which together shall constitute the same instrument.

IN COMMEMORATION OF THIS AGREEMENT, the respective Boards of Directors of the Van Buren Community School District and the Harmony Community School District have

approved, and their respective Board Presidents have signed, this instrument on the dates set forth below.

VAN BUREN  
COMMUNITY SCHOOL DISTRICT

Date: \_\_\_\_\_

By \_\_\_\_\_  
Board President

HARMONY  
COMMUNITY SCHOOL DISTRICT

Date: \_\_\_\_\_

By \_\_\_\_\_  
Board President

01017043-1\22158-001



## Addendum

Both school districts shall develop a committee comprised of students, parents, staff, and administration to communicate, collaborate, and mutually develop progress and recommendations for the following:

- Professional Development
- Teacher Leadership
- Class Funds
- Scholarships
- Athletics
- Extra-curricular activities
- School identity
  - Traditions
  - Leadership
  - Colors, mascot
  - Song
- Other – as deemed necessary by both school's administration and school boards.

## Schedule A - Tuition Schedule

**Values used for tuition calculation during the term of this agreement shall be as follows:**

| FY16                            | FY17                            | FY18                            |
|---------------------------------|---------------------------------|---------------------------------|
| 2016-17 Cost per pupil          | 2017-18 Cost per pupil          | 2018-19 Cost per pupil          |
| FY 15 Cost/pupil transported    | FY 16 Cost/pupil transported    | FY 17 Cost/pupil transported    |
| 2016-17 Supplementary Weighting | 2017-18 Supplementary Weighting | 2018-19 Supplementary Weighting |

The following is an EXAMPLE only:

Tuition for Harmony students will be calculated in the following manner:

|   |   |              |
|---|---|--------------|
| Base year Cost per pupil                    |   | \$6446       |
| Minus Harmony Cost per pupil transported    | - | \$888        |
| Plus ½ of Supplementary Weighting per pupil | + | <u>\$322</u> |
| Tuition amount:                             |   | \$5880       |