

**ELDORA-NEW PROVIDENCE COMMUNITY SCHOOL DISTRICT AND  
HUBBARD-RADCLIFFE COMMUNITY SCHOOL DISTRICT  
WHOLE GRADE SHARING AGREEMENT**

COME NOW the Eldora-New Providence Community School District, hereinafter Eldora-New Providence, and the Hubbard-Radcliffe Community School District, hereinafter Hubbard-Radcliffe, pursuant to Iowa Code Section 256.13 and for their Whole Grade Sharing Agreement state:

1. **TERM.** This Agreement shall be effective July 1, 2007 and shall continue for nine years, including school years 2007-08, 2008-09, 2009-10, 2010-11, 2011-12, 2012-13, 2013-14, 2014-15, and 2015-16 unless earlier terminated by mutual agreement of the Parties. This Agreement will automatically continue thereafter for additional one-year terms unless either Party delivers written notice to the other eighteen months prior to July 1, 2016 or any subsequent anniversary date communicating that it wishes to terminate the Agreement.
2. **STUDENTS AND SERVICES.** Each District shall maintain its own separate Kindergarten-5<sup>th</sup> grade program. Regular program students of both Districts in grades 6-8 will be served by Hubbard-Radcliffe in Hubbard. Regular program students of both Districts in grades 9-12 will be served by Eldora-New Providence in Eldora.

Arrangements for special education students shall be separately made. Each District agrees to serve non-resident special education students, if possible, in existing special education programs.

Non-resident students may participate in any special programs such as alternative high school on an equivalent basis with resident students.

3. **STAFFING.** Eldora-New Providence shall be responsible for staffing grades 9-12. Hubbard-Radcliffe shall be responsible for staffing grades 6-8. By mutual agreement, the Districts may choose to share staff in the shared grades.

Qualified employees who are laid off and whose contracts are terminated as a result of the Whole Grade Sharing Agreement in the spring of 2007 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.

4. **FINANCES, PAYMENT PRORATION AND PURCHASING.** This Agreement will require two prorations. One proration shall be based upon the regular student population of each District in the shared grades 6-8 as determined on October 1, or the following Monday if October 1 falls on a weekend, and the third Friday in February of each year with the total divided by two (2). Each District's total students in grades 6-8 divided by the sum of the two Districts total students in grades 6-8 shall constitute the percentage proration for the middle school costs for the year in question. The second proration shall be based upon the regular student population of each District in the shared grades 9-12 as determined on October 1, or the following Monday if October 1 falls on a weekend, and the third Friday in February of each year with the total divided by two (2). Each District's total students in grades 9-12 divided by the sum of the two Districts total students in grades 9-12 shall constitute the percentage proration for the high school costs for the year in question.

Teaching and teaching support salaries and fringe benefits for staff involved in the joint instructional program, transportation expenses attributable to the sharing program, and new purchases for the instructional shared program, i.e. equipment, supplies, textbooks and furniture directly utilized in the instructional program, shall be cost shared according to the proration formula above. Each School District shall be responsible for its own buildings, school bus purchases, non-instructional supplies and equipment, maintenance expenses, utilities, liability and property insurance, administrative salaries and fringe benefits, teaching and teaching support salaries and fringe benefits for employees not involved in the joint

instructional program and non-instructional support staff salaries and fringe benefits. Administration shall jointly develop a standardized accounting for items to be cost shared.

It shall be the obligation of each School District to employ staff in necessary additional positions or purchase equipment, supplies, textbooks or furniture directly utilized in the instructional program and necessary for the joint program in its grade levels of assigned responsibility. If any such employment expenditure or purchase shall exceed \$25,000, the purchasing District shall consult with its sharing partner District prior to such expenditure.

Calculations of expenses to be cost shared shall be prepared by Administration and submitted to the respective Boards of Directors for approval and final settlement on or before June 15 of each year. Any necessary transfer payment shall be due within thirty days of completion of final settlement.

At the end of each year, if either Party deems the financial aspects of this Agreement to be inequitable, it can request renegotiation of the financial provisions for the ensuing year. If initial renegotiation fails to result in mutual agreement and potential amendment of the Agreement, the provisions of sections 8 and 9, Liaison Committee and Arbitration may be utilized to resolve the dispute.

5. **EQUIPMENT, FURNITURE, SUPPLIES AND BOOKS.** Equipment, supplies, furniture and textbooks which are shared and utilized in the joint instructional program are owned by each of the respective Districts upon the effective date of this Agreement will be properly marked to indicate original ownership and will be utilized in either District to best serve the educational goals of the Districts involved. An inventory will be maintained by Administration. Upon termination of this Agreement, equipment, supplies, textbooks and furniture utilized in the joint instructional program previously owned by the respective Districts upon the effective date of the Agreement shall be returned to the District of original ownership.

Upon termination of this Agreement, equipment, supplies, textbooks and furniture directly utilized in the joint instructional program and purchased during the term of this Agreement will be retained by the School District with actual physical possession of said items at the time of termination and the District retaining possession shall reimburse the other School District for its prorated share of the depreciated value of such item according to the proration formula in Section 4. (Example: Instructional computer purchased July 1, 2008 for \$2000. Termination and non-continuation of Agreement on June 30, 2014. Agreed or appraised depreciated value of instructional computer on June 30, 2014 equals \$1000. Prorated population for year of purchase, 2008, equals Eldora-New Providence/60% and Hubbard-Radcliffe/40%. Eldora-New Providence has actual physical possession and reimburses Hubbard-Radcliffe \$400.)

6. **STUDENT JURISDICTION AND STUDENT DISCIPLINE.** During the term of this Agreement, pupils will be subject to the disciplinary codes and school policies established by the District in which the pupil attends class. All hearings, if any, will be conducted by the Administration and/or Board where the pupil attends class. The Parties agree to make every effort, when adjusting their current disciplinary codes and school policies, to make them as uniform as possible between the two School Districts. Both Boards urge all patrons of both Districts to initially utilize the appropriate chain of command where the pupil attends class when questions or concerns arise, i.e. meet with the teacher(s), building principal, superintendent and board.
7. **TRANSPORTATION.** Each District shall collect its own resident pupils eligible for transportation and transport them to a school site in their District of residence. Students in shared grades to be served by a host school other than their District of residence, shall be shuttled to the host school. The shuttle system will be developed to best utilize transportation equipment, and personnel and serve the transportation needs of both schools. Exceptions to the foregoing transportation arrangements may be made by the Districts for their mutual benefit or the benefit of students.

8. **LIAISON COMMITTEE.** A standing Liaison Committee will be formed by the two School Districts for the purpose of discussing issues arising out of this Agreement. The Liaison Committee will consist of two Board Members from each District and the Superintendent of 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.
9. **ARBITRATION.** In the event that the Parties are unable to agree as to the interpretation or operation of this Agreement after utilization of the Liaison Committee, a dispute may be submitted to arbitration and will be decided by a single arbitrator appointed by the Chief Administrator of AEA 267 and knowledgeable in Iowa School District matters. In the event that the Chief Administrator of AEA 267 is unable or unwilling to appoint an arbitrator, the Parties will request that the Executive Director of the Iowa Association of School Boards make the appointment.
10. **CURRICULUM.** The Districts will continually strive to improve curriculum and instruction in the shared grades, develop commonality between the curriculum offered in each District in the shared grades and to horizontally and vertically articulate the curriculum among all grades and subject matters including the shared grades. Each District shall notify and seek input from its partner District prior to a proposed change in curriculum. However, each District shall be ultimately responsible for the curriculum in its grade levels of assigned responsibility.
11. **STUDY COMMITTEE.** A Joint Study Committee shall be comprised of equal numbers of Eldora-New Providence and Hubbard-Radcliffe Administration and such other persons who the Boards may choose to appoint. Representatives of the Joint Study Committee will consult with parents and students as necessary and jointly report to each District's Board of Directors with recommendations regarding transitional issues including, but not necessarily limited to: eligibility for scholastic honors (class rank, scholarships, etc.), graduation ceremonies and diplomas, use of pre-existing class funds, and record retention.
12. **JOINT BOARD MEETINGS.** The Parties shall meet jointly a minimum of twice each year, once in each District, unless waived by mutual agreement, to discuss matters of mutual concern.
13. **AMENDMENT.** This Agreement may be amended by mutual consent of the Parties through formal action of each Board at an open public Board meeting, properly agendaized pursuant to Chapter 21, Code of Iowa.
14. **282.11 TUITION.** For the purpose of the potential application of Section 282.11, Code of Iowa, the Parties agree that fifty percent (50%) of the then current regular program district cost per pupil of the affected District shall constitute the agreed tuition amount.
15. **CALENDAR AND HOURS OF OPERATION.** The Parties will strive to coordinate calendars and hours of operation.
16. **SEPARABILITY.** Should a court or agency of competent jurisdiction declare any paragraph or provision of this Agreement illegal, then that paragraph or provision shall be deleted from this Agreement to the extent that it violates the law. Such deletion shall not affect any other paragraph or provision of this Agreement. Should the Parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

