

**PRAIRIE VALLEY COMMUNITY SCHOOL DISTRICT AND  
SOUTHEAST WEBSTER-GRAND COMMUNITY SCHOOL DISTRICT  
WHOLE GRADE SHARING AGREEMENT**

COME NOW the Prairie Valley Community School District, hereinafter “PV”, and the Southeast Webster-Grand Community School District, hereinafter “SWG”, pursuant to Iowa Code Section 256.13 and for their Whole Grade Sharing Agreement state:

1. **TERM.** This Agreement shall be effective July 1, 2014 and shall continue for five years, including school years 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 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, 2019 or any subsequent anniversary date communicating that it wishes to terminate the Agreement. This agreement will also automatically end in the event that the Districts successfully vote to reorganize.
  
2. **STUDENTS AND SERVICES.** Each District shall maintain its own separate Kindergarten-4<sup>th</sup> grade program. Regular program students of both Districts in grades 5-8 will be served by SWG at Burnside. Regular program students of both Districts in grades 9-12 will be served by PV at Gowrie.

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.** PV shall be responsible for staffing grades 9-12. SWG shall be responsible for staffing grades 5-8. 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 2014 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.** Teaching and teaching support salaries and fringe benefits for staff involved in the joint instructional program will be paid by the employing District.

The following expense items will be potentially cost shared pursuant to a negotiated resolution yearly: 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. Administration shall jointly develop a standardized accounting for these items to be potentially cost shared. Accountings for these items to be potentially cost shared shall be reviewed mid year and at the end of the year.

Each School District shall be responsible for expenses including but not limited to those expenses 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.

It shall be 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 non-staff expenditure or purchase shall exceed \$15,000, the purchasing District shall consult with its sharing partner District prior to such expenditure.

At the end of each year, the Parties will negotiate regarding items to be potentially cost shared. If the Parties cannot agree after negotiations, either Party may obtain arbitration under Section 9 upon request.

In addition, if at the end of each year, 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 and which were 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 representing the amount the District contributed to the original purchase as compared to the total purchase price. (Example: Instructional computer purchased July 1, 2015 by PV for \$2000. Termination and non-continuation of Agreement on June 30, 2019. Agreed or appraised depreciated value of instructional computer on June 30, 2019 equals \$1000. SWG as non-purchasing District contributed \$1000 towards original purchase. PV has and retains actual physical possession and reimburses SWG \$500.)

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 and consideration by both Boards, a dispute may be submitted to arbitration and will be decided by a single arbitrator appointed by the Chief Administrator of Prairie Lakes AEA and knowledgeable in Iowa School District matters. In the event that the Chief Administrator of Prairie Lakes AEA 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. The Arbitrator's fee and expenses will be split 50/50 by both Districts.
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 PV and SWG 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 with a proper agenda posted pursuant to Chapter 21, Code of Iowa.
14. **CALENDAR AND HOURS OF OPERATION.** The Parties will strive to coordinate calendars and hours of operation.
15. **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

