

Sharing Agreement

COME NOW, the parties hereto, the Carroll Community School District (hereinafter Carroll) and the Ar-We-Va Community School District (hereinafter Ar-We-Va), and agree to share services, operating expenses, and equipment so that Ar-We-Va students will be able to participate in and accumulate high school credits for the successful completion of high school classes offered by Carroll as authorized by Chapter 28E and Section 256.13 of the Iowa Code.

1. **PURPOSE.** The purpose of this Agreement shall be to facilitate the sharing of high school classes (classes in grades 9 through 12) offered by Carroll between Carroll and Ar-We-Va.
2. **TERM.** The term of this Agreement shall be for four years beginning with the commencement of the 2019-2020 school year and ending at the completion of the 2023 - 2024 school year. This Agreement may be renewed yearly pursuant to the mutual approval of Carroll and Ar-We-Va. This Agreement may be amended and/or modified pursuant to the mutual agreement of Carroll and Ar-We-Va. This Agreement may be terminated at any time by mutual agreement of Carroll and Ar-We-Va or by only one of the parties upon giving **one calendar year** written notice to the other party.
3. **STUDENTS AND SERVICES INVOLVED.** Carroll shall allow Ar-We-Va high school students to enroll in high school classes at Carroll. Ar-We-Va special education students and Section 504 students and students open enrolled out of the Ar-We-Va district will not be covered by this Agreement. Separate arrangements will be made between Carroll and Ar-We-Va for special education students and Section 504 students. Ar-We-Va students who enroll in Carroll high school classes will be eligible to earn high school credits toward graduation at Ar-We-Va upon successful completion of coursework. Student transcripts shall be provided by Carroll to Ar-We-Va within one (1) week of the end of each semester.
4. **SCHOOL CALENDAR AND SCHEDULES.** Carroll and Ar-We-Va shall adopt a common school calendar. Carroll will make its best efforts to arrange the high school class schedule to provide elective classes at the beginning part of each school day (**Periods 1-3 for 9th and 10th graders; and Periods 1-5 for 11th and 12th graders**). Ar-We-Va shall submit to Carroll tentative student class schedules for the succeeding school year by the last day of school of the preceding year.
5. **TUITION AND COSTS.** Ar-We-Va agrees to pay to Carroll a tuition rate as follows:
 - Year 1 (2020-2021) – 86% of one-eighth (1/8) of the Ar-We-Va per pupil cost as set by the State of Iowa annually will be charged per period that an Ar-We-Va student is enrolled in a course pursuant to this Agreement.
 - Year 2 (2021-2022) – 87% of one-eighth (1/8) of the Ar-We-Va per pupil cost as set by the State of Iowa annually will be charged per period that an Ar-We-Va student is enrolled in a course pursuant to this Agreement.
 - Year 3 (2022-2023) – 87% of one-eighth (1/8) of the Ar-We-Va per pupil cost as set by the State of Iowa annually will be charged per period that an Ar-We-Va student is enrolled in a course pursuant to this Agreement.
 - Year 4 (2023-2024) - 88% of one-eighth (1/8) of the Ar-We-Va per pupil cost as a

set by the State of Iowa annually will be charged per period that an Ar-We-Va student is enrolled in a course pursuant to this Agreement.

The cost for digital devices provided to Ar-We-Va students, to the same extent such devices are provided to Carroll resident students, will be included in the tuition costs. Carroll Community School District will identify such costs that could potentially be charged to funds other than the General Fund.

Ar-We-Va students shall be individually responsible for the costs of any materials involved in the Carroll high school classes that are also individually charged to Carroll students. Any post-secondary enrollment or con-current enrollment opportunity costs shall be the responsibility of the resident district. Carroll shall bill Ar-We-Va within thirty days after the end of each semester for the amount Ar-We-Va is obligated to pay under this Agreement. Ar-We-Va shall submit payment in full to Carroll within thirty days of receiving a bill form Carroll.

Ar-We-Va shall pay the cost of additional services such as staff development and curricular development provided by Carroll. The cost of other additional services provided by sources other than from Carroll shall be allocated proportionately between Carroll and Ar-We-Va based upon the number of staff members from each district that are participating in and/or receiving such services. These other additional services are subject to the prior mutual approval of Carroll and Ar-We-Va. Carroll shall bill Ar-We-Va for the costs of additional services within thirty days of when services have been provided. Ar-We-Va shall submit payment in full to Carroll within thirty days of receiving a bill form Carroll.

6. **TRANSPORTATION.** Carroll and Ar-We-Va each will remain responsible for the safe and efficient transportation of their own students.
7. **DISCIPLINE.** While on the Carroll campus, Ar-We-Va students will follow the Carroll Student Handbook and other applicable district policies and will be subject to the same disciplinary regulations, policies, and sanctions as Carroll students. However, in the case of hearings upon recommendations for long-term suspensions (greater than ten days) or expulsions, the student's resident district shall hear and decide such matters applying the disciplinary regulations and sanctions of the resident district.
8. **JOINT BOARD MEETINGS.** The Carroll Board of Directors and the Ar-We-Va Board of Directors shall meet jointly to discuss this Agreement as deemed necessary by mutual agreement.
9. **COMMITTEE, MEDIATION, AND ARBITRATION.** A standing committee shall be created and consist of two (2) board representatives from each district (one of whom shall be the Board President of each district) to facilitate cooperation under this Agreement. The Superintendents of each district shall be ex officio, non-voting members of the committee, but shall be in attendance at all committee meetings. Issues of interpretation which may arise under this Agreement or additional issues which are not directly addressed in this Agreement may be discussed by the committee for recommendation to their respective

boards for adoption as amendments or supplements to this Agreement.

If either district should fail to agree on questions arising under or in conjunction with this Agreement, the districts shall first attempt to resolve any disagreement through mediation. The districts shall mutually agree upon and share the costs of a mediator. If the districts' attempt to resolve their disagreement through mediation is unsuccessful, either district may request arbitration. The districts agree that participation in mediation is required prior to any district requesting arbitration. If arbitration is requested, the districts shall attempt to agree on an arbitrator to serve. Absent agreement between the districts, either district may request a list of three (3) Iowa arbitrators from the Iowa Public Employment Relations Board. The arbitrator remaining after each district eliminates a name from the list shall hear the evidence as presented by the district representatives and shall issue a decision that will be binding on the districts. The costs of representation shall be borne separately by each district; however, the costs of the arbitrator shall be shared equally.

10. **STAFFING.** Each district shall maintain a staff adequate to serve the educational requirements of the students being served. The financial responsibility for such staff, inclusive of salary and benefits, shall be the responsibility of the employing district. Carroll will provide appropriate facilities and materials and shall hire teachers who are properly trained and qualified to teach the high school classes that are the subject of this Agreement.
11. **ACCOUNTING.** Carroll will bill Ar-We-Va CSD at the end of each semester.
12. **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.

IN MEMORANDUM OF THIS AGREEMENT, the Presidents of the respective Boards of Directors have signed this Agreement on the dates set forth below.

President, Board of Directors
Carroll Community School District

Date

President, Board of Directors
Ar-We-Va Community School District

Date