**SHARING AGREEMENT BETWEEN**

**NEW HAMPTON COMMUNITY SCHOOL DISTRICT AND**

**TURKEY VALLY COMMUNITY SCHOOL DISTRICT**

This agreement is made and entered into on this 10th day of August, 2015, by and between the New Hampton Community School District and the Turkey Valley Community School District, school corporations, organized and existing under Chapter 274, Code of Iowa, and pursuant to the provisions of Chapter 28E and Section 280.15 of the Iowa Code.

 WHEREAS, New Hampton and Turkey Valley desire to utilize their facilities, staff, and programs in a manner which provides for a quality education for all students and

 WHEREAS, pursuant to Chapter 28E and Section 280.15 of the Iowa Code, school districts may jointly employ and share the services of any school personnel; and

 WHEREAS, the parties hereto have now determined their needs can be met cooperatively by agreement;

 NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties do hereby agree to the following arrangements as authorized by Chapter 28E and Section 208.15 of the Iowa Code.

1. The New Hampton School District agrees to provide a **Band** instructor for three periods each day in the Turkey Valley High School Building or as agreed upon by the high school principal.
2. The Turkey Valley School District agrees to provide a **Health Instructor** for one period each day via ICN or other distance learning format to the New Hampton Community School District.

1. The New Hampton School District will bill the Turkey Valley District for one-half (1/2) of the normal full-time contract for the Band Instructor Position plus extra pay for activities in the Turkey Valley District. This would include the base wage, FICA payments, IPERS payments and other fringe benefits. In addition, mileage may be charged at .39 cents per mile. The billing will take place in January, 2016 for the first semester and June, 2016 for the second semester of the 2015-2016 school year. Billing will remain in January and June for any other years this contract may be in effect.

1. The Turkey Valley District will bill the New Hampton District for services using the following formula. 1/6th of the total full-time contract costs for the instructor divided by the total number of students (in both Turkey Valley and New Hampton) in the shared class times the number of New Hampton Students in the class. These costs would include the base wage, FICA payments, IPERS payments, and other fringe benefits.
2. This agreement may be amended at any time, in writing, by mutual agreement of the parties.
3. New Hampton and Turkey Valley School Districts agree to carry liability insurance to insure against liability of claims as their respective interests may appear under the agreement, and to maintain and keep in force such insurance during the term of this agreement. Such policies of insurance shall provide that the proceeds thereof shall be payable to New Hampton and Turkey Valley School Districts as their respective interests appear.
4. The shared employee shall be evaluated according to the procedure applied and used in that district that is the employee’s employer under this agreement. The shared employees shall be at all times governed by the personnel policies of the employer district.
5. Either party shall protect, indemnify, and save harmless the other from and against any and all loss, costs, damage, and expenses occasioned by, or arising out of any accident or other occurrence causing or inflicting injury or damage to any person or property happening or done in, upon, or about the district premises due directly or indirectly to the use therefore, or any part thereof by any person claiming or under this agreement other than that caused by the other district or its employees or agents.
6. The term of this agreement shall be for a period of one (1) year, commencing on July 1, 2015. This agreement shall continue without termination thereafter on an annual basis (1 year increments) unless, on or before March 1st in any year, commencing with March 1, 2016, either party serves notice on the other, in writing, of its intention to terminate this agreement on June 30 following the giving of the notice.
7. Should any court, agency, or other body of competent jurisdiction rule that any or all parts of this agreement are illegal or contrary to law, and that ruling not be subject to an appeal for judicial review, those portions of the agreement not help illegal or contrary to law shall continue in full force and effect between parties.

New Hampton Turkey Valley

Community School District Community School District

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 President, Board of Education President, Board of Education

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Secretary, Board of Education Secretary, Board of Education

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_