

**SHARING AGREEMENT BETWEEN
NEW HAMPTON COMMUNITY SCHOOL DISTRICT AND
CHARLES CITY 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 Charles City 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 Charles City 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 half-time **Spanish** instructor in the Charles City High School Building.
2. The New Hampton School District will bill the Charles City District for one-half (1/2) of the normal full-time contract for the Spanish Position. This would include the base wage, FICA payments, IPERS payments, ½ the extra class charge for teaching 6 out of 8 periods and other fringe benefits. In addition, mileage one way may be charged at .39 cents per mile. The billing will take place in June, 2016 for the 2015-2016 school year.
3. This agreement may be amended at any time, in writing, by mutual agreement of the parties.
4. New Hampton and Charles City 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 Charles City School Districts as their respective interests appear.

5. 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.
6. 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.
7. 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.
8. 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
Community School District

Charles City
Community School District

BY: _____
President, Board of Education

BY: _____
President, Board of Education

DATE: _____

DATE: _____

BY: _____
Secretary, Board of Education

BY: _____
Secretary, Board of Education

DATE: _____

DATE: _____