

AGREEMENT FOR SHARED CLASSES

THIS AGREEMENT FOR SHARED CLASSES (“Agreement”) is made and entered into this ___ day of _____, 2019, by and between the Linn-Mar Community School District (“Linn-Mar”) and the Marion Independent School District (“Marion”).

WHEREAS, both parties to this Agreement are public school districts organized and existing pursuant to Iowa Code Chapter 274;

WHEREAS, pursuant to Iowa Code Section 280.15, two or more public school districts may jointly employ and share the services of any school personnel, or acquire and share the use of classrooms, laboratories, equipment, and facilities;

WHEREAS, a public school district which does not offer specialized courses or programs may permit its students to attend school in another district which has such a course or program, pursuant to Iowa Code Section 280.15;

WHEREAS, Iowa Code Section 282.20 provides that the public school district in which the student resides shall pay the public school district in which the student is permitted to attend school a tuition fee as prescribed in Iowa Code Section 282.24;

WHEREAS, Marion does not have a sufficient number of students to offer high school classes in Agricultural Science (“Classes”);

WHEREAS, Linn-Mar has available the personnel, classrooms, laboratories, equipment, and facilities necessary to provide the Classes for its students; and

WHEREAS, the parties have determined that it is in their respective interests to share the school personnel, classrooms, laboratories, equipment, and facilities relative to providing the Classes.

NOW, THEREFORE, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to effectuate the intent of the parties to share personnel, classrooms, laboratories, equipment, and facilities relative to providing the Classes, pursuant to the provisions of Iowa Code Sections 280.15, 282.20, and 282.24.

Section 2. Duration. This Agreement shall begin on July 1, 2019, and shall continue in effect until terminated as provided by this Agreement.

Section 3. Administration. This Agreement shall be administered day-to-day by Linn-Mar’s Superintendent and Marion’s Superintendent. Linn-Mar shall be responsible for the administration of the Classes, including providing all school personnel, classrooms, laboratories, equipment, and facilities.

Section 4. Enrollment. Marion students shall be permitted to attend the Classes administered by Linn-Mar. Linn-Mar shall determine the availability of space in the Classes. Marion students who will be attending the Classes shall be enrolled at Linn-Mar at the time the Classes begin. Linn-Mar shall prepare an enrollment report for each Marion student who is enrolled in the Classes, consisting of the name and address of the student, grade level, Classes enrolled, and the dates/times

of the Classes, and shall forward the report to Marion no later than October 5 of each year. Marion shall include such students in its basic enrollment count.

Section 5. Financing. For each Marion student attending the Classes, Marion shall pay Linn-Mar a tuition fee as set forth herein. The amount of the tuition fee shall be calculated based on the district cost per pupil of Linn-Mar as computed in Iowa Code Section 257.10, prorated to reflect the part of the school day that the Marion student attends the Classes in Linn-Mar. Linn-Mar shall submit an invoice to Marion for the tuition fees, not later than the 15th day of February of each year for Classes in the first semester and the 15th day of June of each year for Classes in the second semester. Marion shall remit payment within thirty days of receipt of the invoice.

Quarter class = .0667

(4,275/64,080)

- (4,277 Contact minutes) = $5 \times 9 \times 95$
 - Meet (5) times a week x (9) weeks x (95) minutes
- (64,080 LMHS total number of instructional minutes)
 - (45) minutes x (8) periods x (178) days

Semester class - .1334

(8,550/64,080)

- (8,550 Contact minutes) = $5 \times 18 \times 95$
 - Meet (5) times a week x (18) weeks x (95) minutes
- (64,080 LMHS total number of instructional minutes)
 - (45) minutes x (8) periods x (178) days

Section 6. Personnel. Personnel employed under this Agreement shall be considered employees of Linn-Mar. Linn-Mar shall have the sole authority for recruiting, hiring, training, evaluating, disciplining, and dismissing such personnel.

Section 7. Student Discipline. Marion students shall be subject to the student discipline policies of Linn-Mar, in addition to those of Marion, while they are enrolled in the Classes. Any serious breach of Linn-Mar's student discipline policies shall be grounds for immediate termination of the Classes provided to the student by Linn-Mar.

Section 8. Termination. This Agreement may be terminated by either party by giving written notice to the other party no later than April 1 of the current fiscal year that this Agreement shall terminate at the end of that fiscal year. This Agreement may also be terminated at any time upon written agreement of the parties.

Section 9. Notices. All notices given under this Agreement will be deemed given when either personally delivered or mailed by certified mail with proper address to the central administrative office of the receiving party.

Section 10. General. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement shall be governed by Iowa law. In case any one or more of the provisions contained in this Agreement shall be declared invalid in any respect, the validity of the remaining provisions contained herein shall not in any way be affected or

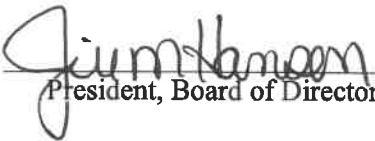
impaired thereby. Each party agrees to comply with all laws and regulations as applicable to it under this Agreement.

IN WITNESS WHEREOF, this Agreement has been approved by appropriate action and duly executed by the parties as of the date first written above.

LINN-MAR COMMUNITY
SCHOOL DISTRICT

MARION INDEPENDENT
SCHOOL DISTRICT

By: _____
President, Board of Directors

By: 
President, Board of Directors

