



# Sidney Community School District

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BOARD OF DIRECTORS: Erika Graham, President; Alisha Eittleman, Vice-President; Mike Daly, Matt McLaren, and Shad Smith

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## Sidney/ Hamburg Joint Board Meeting

June 18, 2018 @ 6:00 p.m.

Boardroom, Sidney Junior/Senior High School 2754 Knox Road

1. Call Meeting to Order and Determine a Quorum
2. Pledge of Allegiance
3. Recognition of Guest(s)
4. Approval of Agenda
  - a. Welcome Board Members and Administration from Hamburg
  - b. Discussion of Tuition Agreement
  - c. Whole Grade Sharing
  - d. Athletic Contests
  - e. Sharing Personnel
  - f. Discussion of Calendar-2019-20
  - g. Discussion of Curriculum-2019-20
  - h. Discussion of other Items
5. Adjournment

## TUITIONING AGREEMENT

COME NOW, the parties hereto, the Sidney Community School District, hereinafter "Sidney" and the Hamburg Community School District, hereinafter "Hamburg", and agree to the following tuition sharing arrangement as authorized by Section 256.13 and Iowa Code Section 280.15 Code of Iowa:

1. TERM: The term of this Agreement shall be for two (2) years consisting of the 2017-2018 and 2018-2019 school years. The Agreement shall commence on July 1, 2017 and shall terminate on June 30, 2019, unless the parties enter into a whole grade sharing agreement effective July 1, 2019, for the 2019-2020 school year, at which time this Agreement will become void. The agreement will automatically renew each year unless notification is given by either party by March 15<sup>th</sup>.
  
2. STUDENTS AND SERVICES INVOLVED:
  - a. Students: This Agreement shall cover the regular program student population of Hamburg in grades 9 through 12 excluding those students open enrolled out of Hamburg to any school district, including Sidney. It shall include students who are open enrolled from other school districts into Hamburg. Arrangements for special education students will be separately made by Hamburg. If Hamburg special education students are educated in Sidney, Hamburg will be charged actual costs. Special education students will not be included in the head count for the purpose of payment in paragraph 3 of this Agreement.
  
  - b. Services: Services under this Agreement shall include all academic and extra-curricular and co-curricular programming in grades 9-12. Hamburg students in grades 9-12 will attend school full-time at Sidney. Hamburg students may also participate in non-athletic and athletic extracurricular and co-curricular activities at Sidney. Any post-secondary enrollment opportunity costs shall be the responsibility of the resident district. Student transcripts shall be provided by Sidney to Hamburg within one (1) month of the end of each semester. Both districts shall endeavor to adopt a common school calendar. Sidney will use its best efforts to arrange its high school class schedule to provide classes as requested by Hamburg while balancing the need to have a schedule which also accommodates Sidney resident students.
  
3. TUITION: Hamburg will pay Sidney an amount equal to one hundred percent (100%) of the amount designated by the state as the regular district cost per pupil (for Sidney) for the 2017-2018 school year, for each Hamburg student attending Sidney under this Agreement. The number of Hamburg student participants will be counted on October 1 and on the third Friday in February. Payment will be made by Hamburg to Sidney in two installments. The first installment will be

payable on January 30 after receipt of invoice from Sidney and will be calculated by multiplying the number of the Hamburg students in the October 1 county by 50% of the Sidney regular district cost per pupil. The second installment will be payable on June 15 after receipt of invoice from Sidney and will be calculated by multiplying the number of Hamburg students in the February count by 50% of the Sidney regular district cost per pupil. Hamburg will also be responsible for paying student book and other fees to the same extent Sidney students are charged. Hamburg will keep all 9-12 Teacher Leadership and Compensation money it receives for the 2017-2018 school year.

4. TRANSPORTATION: Hamburg shall be exclusively responsible for transporting its 9-12 resident students to and from Sidney daily under this Agreement, including for all academic and extra-curricular activities. Sidney shall provide transportation to Hamburg students in grades 9-12 for extra-curricular events held outside Sidney on the same basis as it provides transportation to Sidney students. Any field trips or other transportation required as part of the curricular or extra-curricular program shall be provided to Hamburg students by Sidney. Should the occasion arise where either district provides transportation services for the other district, not otherwise addressed in this Agreement, the miles shall be recorded. The cost of said transportation should be the cost per mile as stated on the prior year's Annual Transportation Report to the Department of Education multiplied by the number of miles for said activities, or such other determination of cost as may be required by law.
  
5. DISCIPLINE: Hamburg students will be under the jurisdiction of Sidney policies and handbook rules relating to school discipline and participation in extra-curricular activities while attending classes and participating in extra-curricular activities at Sidney. All disciplinary or other hearings, if any, will be conducted by the Sidney Administration and/or its Board shall administer such rules and conduct as necessary, with the exception of hearings regarding long-term suspensions (greater than ten (10) days) and expulsions. The Hamburg Board, as the Board of the resident district for the Hamburg students shall perform these hearings. When the Hamburg Board conducts hearings regarding long-term suspensions or expulsions, the Board shall apply the Sidney disciplinary codes, policies and regulations when and where applicable. Both Sidney and Hamburg shall strive to make their respective disciplinary codes, policies and regulations as uniform as possible.
  
6. JOINT BOARD MEETINGS: The Boards of both districts may meet jointly once each year at a meeting jointly scheduled between the parties and shall also meet at any additional times as otherwise deemed necessary by mutual agreement.

7. COMMITTEE AND ARBITRATION: A standing committee shall be created and consist of one (1) Board representative from each District to facilitate cooperation under this Agreement. The Superintendent of each District shall be an ex officio, non-voting member of the committee but shall be in attendance at all committee meetings. Issues of interpretation or change which may arise under this Agreement or additional issues which are not directly addressed in the Agreement may be discussed by the committee for recommendation to their respective Boards for adoption as amendments or supplements to this Agreement. If the Districts should fail to agree on questions arising under or in conjunction with this Agreement, either party may request arbitration. The Districts will attempt to agree on an arbitrator to serve. Absent agreement, either party may request a list of three persons with prior experience as Iowa school administrators to be appointed by the Administrator of Green Hills AEA who shall hear the evidence as presented by the Districts' representatives and who shall issue a binding decision. Costs of representation shall be borne separately and the costs of the arbitrator shall be shared equally.
  
8. STAFFING: Sidney shall be responsible to staff grades 9-12 to serve the educational requirements of all Hamburg students being served under this Agreement. The financial responsibility for such staff (inclusive of salary and benefits) shall be the responsibility of Sidney as the employing District. Sidney agrees to consider any staffing concerns raised by Hamburg, but the ultimate hiring and firing decisions regarding staff in grades 9-12 shall be that of Sidney.
  
9. SCHOOL RECORDS: At the conclusion of the school year following graduation of Hamburg students, an official copy of the transcript and academic record of each graduated student and each student who has withdrawn or transferred during the preceding school year shall be maintained by Sidney.
  
10. LIABILITY: Responsibility and liability of Hamburg for Hamburg students in grades 9-12 shall cease upon disembarking of students from Hamburg transportation and shall resume upon embarking of students upon Hamburg transportation at the end of the academic or extracurricular day. Responsibility and liability for Hamburg students in grades seven through twelve during the academic and extracurricular day shall rest with Sidney. If any claim for injury is made by a student, the district transporting or supervising the student at the time of the injury shall be responsible for any payment of claims, damages, or judgments arising out of the injury. The districts agree to carry liability insurance consistent with the agreement.
  
11. 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.

12. AMENDMENT AND MODIFICATION: This Agreement may be modified or amended only by mutual written agreement of the parties hereto.

IN COMMEMORATION OF THIS AGREEMENT the Presidents of the respective Boards of Directors have signed this instrument on the dates set forth below.

SIDNEY COMMUNITY SCHOOL  
DISTRICT

Date: \_\_\_\_\_

By \_\_\_\_\_  
Board President

HAMBURG COMMUNITY SCHOOL  
DISTRICT

Date: \_\_\_\_\_

By \_\_\_\_\_  
Board President

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