2016 - 2017 JOINT SHARING AGREEMENT

This joint sharing agreement is between the Central Community School District, (hereinafter referred to as Central), and the Edgewood-Colesburg Community School District, (hereinafter referred to as Ed-Co).

- 1. **PURPOSE OF THE AGREEMENT:** This Joint Sharing Agreement is to employ one Director of Transportation for both Central and Ed-Co.
- 2. **AUTHORITY:** This Agreement is entered into under the authority of Iowa Code 28E and section 280.15 (2003). This joint undertaking shall be administered by the Superintendents and respective School Board Secretaries (where appropriate) in compliance with Iowa Code 28E(6) and at the direction of the two Boards.
- 3. **TERM:** This Agreement is for the period commencing July 1, 2016, and terminating June 30, 2017.
- 4. **APPOINTMENT:** The Director of Transportation, pursuant to this agreement shall be the current Director of Transportation of Ed-Co, <u>Jeff Harbaugh</u>.

5. COMPENSATION/EXPENSE REIMBURSEMENT:

- a) Central shall reimburse Ed-Co <u>50%</u> of the annual salary and benefit package for the Director of Transportation service during each year of the term of this agreement including salary and benefit package consisting of FICA; IPERS; life, health and disability insurance premiums; physical examination; annuity; and professional dues. The actual final expense incurred in paying the Director of Transportation's salary and benefit package will be certified by Ed-Co and Central by July 5, 2017 and by July 31, 2017. Central will pay any amount owed for its share in its <u>50 %</u>.
- b) Ed-Co will advance all training registration fees and related expenses and other memberships/subscriptions maintained by the Director of Transportation throughout the term of the agreement. Ed-Co will submit a bill to Central quarterly during the term of this agreement. No later than July 5, of each contract year a final bill for reimbursement of <u>50 %</u> of the total cost of these expenditures should be presented to close out the year. Payment by Central will be due each month with a final payment of all outstanding certified expenditures by July 31.
- c) The parties will share the related expenses of the Director of Transportation pursuant to the terms of this agreement unless the expense benefits only one school district, in which case the district reaping the benefit shall pay for the expense. Any expense incurred by one district for which the other district should pay its percentage share shall be certified by July 5, 2017 by the paying party and reimbursed by the other party by July 31, 2017.

- d) Central agrees to pay \$.40/ mile to Ed-Co for related mileage. The Director of Transportation is responsible to keep accurate records of all district related mileage and provide this documentation for reimbursement.
- e) In the event of a disagreement regarding expenses and sharing or apportionment of expenses, the superintendents of the two school districts will attempt to resolve the dispute.
- 6. **DUTIES OF THE DIRECTOR OF TRANSPORTATION:** The Director of Transportation of Central and Ed-Co shall serve each school district and shall have such powers, duties, responsibilities and obligations in relationship to each district as prescribed by all the accepted job description, local board policies and regulations, and the direction of both Superintendents. A copy of his/her contract is attached. The Director of Transportation shall, at all times, conduct himself in a professional manner in accordance with established professional standards applicable.
- 7. **CONTRACTING AND PAYROLL RESPONSIBILITES:** Ed-Co will be deemed the employer of the Director of Transportation for purposes of rights and obligations under Iowa Code and for purposes of complying with federal and state laws related to employment. Ed-Co will manage the payroll, accounting and contractual functions relevant to this position, with the sharing of expenses as herein before set out. Ed-Co agrees that Central can assist in negotiating terms of employment with the Director of Transportation.

The salary and benefits costs directly related to sharing the Director of Transportation shall be borne on a (50% / 50%) basis and paid in accordance with Paragraph 5 hereof. Unanticipated employment and related costs, or costs exceeding those set forth in the employees contract for fringe benefits, shall be borne on a (50% / 50%) basis by the parties, and paid as required by Paragraph 5 hereof.

- 8. **LIABILITY COVERAGE:** Each district shall cover the Director of Transportation under its liability insurance policy.
- 9. **EVALUATION AND TERMINATION OF EMPLOYMENT:** Central and Ed-Co will each provide an annual evaluation of the Director of Transportation. Ed-Co and Central will provide input as to the Director of Transportation's performance directly to the superintendent of the other partnering school district.
- 10. **DISTRICT TIME ALLOCATION:** A time allocation of <u>50 %</u> shall be the general understanding of the parties regarding actual time to be allocated through physical presence, phone calls, email, and actual time spent on district related business by the Director of Transportation. It is understood by the parties that a certain amount of flexibility needs to be exercised in this regard, and that certain duties will be performed by the Director of Transportation while physically located in the other district.

- 11. **TERMINATION OF JOINT SHARING AGREEMENT:** This agreement may be terminated by mutual consent of the two districts at any time. It may also be terminated by either party upon sixty days written notice to the other party.
- 12. NOTIFICATION REGARDING CONTINUATION: Both districts understand that this agreement will be reviewed each year and must be renewed annually prior to April 30 of the existing year, unless otherwise agreed to by both districts.

IN WITNESS THEREOF, the parties sign this Agreement on the date approved by their respective boards.

Central COMMUNITY SCHOOL DISTRICT

BY: ______BOARD PRESIDENT

DATE:

Ed-Co COMMUNITY SCHOOL DISTRICT

BY: _____BOARD PRESIDENT

DATE: