

SHARED PERSONNEL AGREEMENT BETWEEN
CENTRAL COMMUNITY SCHOOL DISTRICT
AND
EDGEWOOD COLESBURG COMMUNITY SCHOOL DISTRICT

This Agreement made and entered into the 1st day of July, 2016, between the Central Community School District (Central) and the Edgewood Colesburg Community School District (Ed-Co):

WHEREAS, Central and Ed-Co seek a cooperative arrangement to share the services of a business manager; and

WHEREAS, Central and Ed-Co, are public school districts organized and existing under laws of the State of Iowa; and

WHEREAS, two or more public school districts may jointly employ and share the services of school personnel pursuant to Iowa Code section 280.15; and

WHEREAS, Central and Ed-Co believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a business manager and such agreement will be to their mutual advantage.

NOW, THEREFORE, Central's Board of Directors and Ed-Co's Board of Directors agree as follows:

1. Joyce Piorkowski (Piorkowski) will provide services as a business manager during the 2016-2017 school year for Central. Central will issue Piorkowski an employment contract, and shall be deemed the employer for purposes of rights and obligations under Iowa law, and for purposes of compliance with federal and state laws relating to employment and employment benefits, subject to contributions by Central pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations and job descriptions of Central.
2. Piorkowski's services as a business manager will be shared by Central with Ed-Co. The details of Piorkowski's assignment between Central and Ed-Co will be determined jointly by Central and Ed-Co and Piorkowski's duties and responsibilities in each school district will be determined and assigned by the superintendent in each school district. It is anticipated that Piorkowski will provide services as a business manager to Central seventy-five percent (75%) of her contracted time and to Ed-Co for twenty-five percent (25%) of her contracted time. The responsibility for the evaluation of Piorkowski's performance shall remain with Central, pursuant to its established procedures. Central's personnel policies and practices shall apply to and govern Piorkowski's conduct and performance.
3. Central's annual cost to employ Piorkowski (including salary, fringe benefits, applicable travel expenses and direct employment taxes) shall be calculated on quarterly basis and twenty-five percent (25%) of these totals shall be billed to Ed-Co. Ed-Co will provide payment of the amount billed on quarterly basis.
4. Central will advance all conference registrations and related expenses and other membership and subscriptions maintained by the Business Manager throughout the term of the agreement. Central will submit a bill to Ed-Co no later than July 15 for the previous contract year, for the reimbursement of twenty-five percent (25%) of the total cost of these expenditures for the term of this agreement, unless the expense only benefits one school district, in which case the district reaping the benefit shall pay the expense.

5. Central and Ed-Co each agree to indemnify and hold harmless the other from and against all liability, damages, loss, costs and reasonable attorney fees which arise out of any claims, suits, actions or other proceedings asserted against the party indemnified based upon any acts or omissions of the indemnifying party.
6. At any time Piorkowski's employment with Central is terminated, Ed-Co shall not be obligated to pay any more than the costs set out in Paragraph three (3) above, for the actual days of service performed by Piorkowski.
7. This Agreement should be effective July 1, 2016 and shall continue for one fiscal year. This Agreement will automatically continue for additional one-year terms thereafter unless either Party affirmatively notifies the other, in writing, on or before April 1 preceding any year of renewal that it wishes to terminate the Agreement, effective the end of the current term. The Parties may mutually agree to terminate this Agreement at an earlier date.
8. This agreement contains the entire understanding between Central and Ed-Co and can only be amended or terminated by a written agreement signed by Central and Ed-Co.
9. 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 it violated the law. Such deletion shall not affect any other paragraph or provisions of this agreement. Should the parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

IN WITNESS WHEREOF, this instrument is executed by Central's and Edgewood-Colesburg's respective officers on the dates as hereinafter stated.

President, Board of Directors
Central Community School District

Date

President, Board of Directors
Edgewood-Colesburg Community School District

Date