

**SHARING AGREEMENT BETWEEN
CEDAR FALLS COMMUNITY SCHOOL DISTRICT AND
JESUP, DENVER AND WAPSIE VALLEY
COMMUNITY SCHOOL DISTRICTS**

This agreement is made and entered into on this 1 day of July, 2023, by and between the Cedar Falls Community School District and the Jesup, Denver and Wapsie Valley Community School Districts, 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, Cedar Falls and Jesup, Denver and Wapsie Valley 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 280.15 of the Iowa Code.

1. Cedar Falls and Jesup, Denver and Wapsie Valley agree to share the services of personnel for an English Teacher. This arrangement will be 50% Cedar Falls and the remaining 50% plus benefits between Jesup, Denver and Wapsie Valley. This paragraph may be amended, in writing, by mutual agreement of the parties to include the sharing of services in other designated program areas.
2. The parties annually before July 1 by joint resolution shall determine the manner of financing their joint undertakings, the location for the shared programs, the employer of the personnel, the services to be performed by those personnel and the obligation to provide textbooks, supplies, and equipment in the programs. This agreement may be amended at any time, in writing, by mutual agreement of the parties.
3. The employer district (in this case Cedar Falls) shall employ and pay salary, fringe benefits, and expenses for those personnel covered by this agreement. Such district shall be solely responsible for all employment obligations set forth in state and/or federal law and shall be considered the “employer” for purposes of Iowa Code Chapter 279. In the exercise of this employment responsibility, the employer district shall accord the other district the right to make recommendations regarding hiring, assigning, evaluating, and determining the services of the shared personnel, but shall retain sole responsibility for final employment decisions.
4. Costs that are incurred on a “claim” basis such as mileage to participating districts,

supplies/material and benefits will be paid by the employer district and invoiced to the other district on a 100% basis. "Salary" includes the shared employee's base wage, FICA payments and IPERS payments, associated with the shared employee as disclosed in Exhibit "A". Payment shall be made to the employer district in two payments, on or before December 20th and June 20th of each year.

5. Cedar Falls and Jesup, Denver and Wapsie Valley agree to carry liability insurance to insure against liability claims as their respective interests may appear under this 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 Cedar Falls and Jesup, Denver and Wapsie Valley as their respective interests appear.
6. Each shared employee shall be evaluated according to the procedure applied and used in the district that is the employee's employer under this Agreement. The shared employee shall at all times be governed by the personnel policies of the employer district and shall be accorded all rights under the collective bargaining agreement of that district.
7. 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 thereof, or any part thereof by any person claiming through or under this agreement other than that caused by the other district or its employees or agents.
8. The term of this agreement shall be for a period of two (2) years, commencing July 1, 2023. This agreement shall be reviewed on an annual basis thereafter (1- year increments) unless, on or before February 15 in any year, commencing with February 15, 2025, 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.
9. 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 held illegal or contrary to law shall continue in full force and effect between the parties.
10. This Agreement may be amended at any time, in writing, by the mutual agreement of the parties.

CEDAR FALLS COMMUNITY SCHOOL DISTRICT

BY: _____ BY: _____
Cedar Falls CSD Board President/Date Board Secretary/Date

JESUP COMMUNITY SCHOOL DISTRICT

BY: _____ BY: _____
Jesup CSD Board President /Date Board Secretary/Date

DENVER COMMUNITY SCHOOL DISTRICT

BY: _____ BY: _____
Denver CSD Board President/Date Board Secretary/Date

WAPSIE VALLEY COMMUNITY SCHOOL DISTRICT

BY: _____ BY: _____
Wapsie Valley CSD Board President/Date Board Secretary/Date

Exhibit A:
SHARED ENGLISH TEACHER ESTIMATED COST
July 2023 - June 2024

Salary and benefits are projections based on placement on the 2022-23 CFEA Total Salary Schedule; actual salary and benefits will be finalized once the 2023-24 schedule is determined through collective bargaining for year one. Year two of agreement to be established with finalization of 2024-25 collective bargaining agreement.

Estimated Total Salary Cost: \$74,330

Cedar Falls CSD salary plus FICA/IPERS cost : $\$74,330 * .50 \text{ FTE} = \$37,165$

Jesup, Denver and Wapsie Valley CSD salary plus FICA/IPERS cost : $\$74,330 - \$37,165 = \$37,165$

Additional estimated costs:

- Insurance (health, dental, vision, life/ltd)
 - Single \$8,015 (based on 22-23 rates)
 - Family \$14,502 (based on 22-23 rates)
- Mileage Reimbursement: \$0.40/mile
 - Estimating 2,500 miles * \$0.40 = \$1,000

Misc supplies & materials \$500

Estimated Total Cost estimate for Jesup, Denver and Wapsie Valley districts with single insurance, mileage & supplies: $\$46,680/3 = \$15,560$ per district

Estimated Total Cost estimate for Jesup, Denver and Wapsie Valley districts with family insurance, mileage & supplies: $\$53,167/3 = \$17,722$ per district

Cedar Falls Community School District will invoice participating school districts for ANNUAL costs associated with salary, benefits, mileage and miscellaneous supplies and materials for 2023-24 and 2024-25 school years.

Year One: Payment due December 20, 2023 and June 20, 2024

Year Two: Payment due December 20, 2024 and June 20, 2025