

Stanton Shared Personnel Agreement
With the
Stanton Community School District and the Clarinda Community School District

This Agreement made and entered into the 1ST day of July, 2021, by and between the Stanton Community School District (Stanton) and the Clarinda Community School District (Clarinda).

WHEREAS, Stanton and Clarinda seek a cooperative arrangement to share the services of a School Business Manager; and

WHEREAS, Stanton and Clarinda 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, Stanton and Clarinda believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a School Business Manager position when such agreement will be to their mutual advantage.

NOW, THEREFORE, Stanton's Board of Directors and Clarinda's Board of Directors agree as follows:

1. Shirley Maxwell will provide services as a School Business Manager during the 2021-2022 school year for Stanton. Stanton shall issue Shirley Maxwell 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 Clarinda pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Stanton.
2. Shirley Maxwell's services as a School Business Manager will be shared by Stanton with Clarinda. The details of Shirley Maxwell's assignment between Stanton and Clarinda will be determined jointly by Stanton and Clarinda. Shirley Maxwell's duties and responsibilities in each school district will be determined and assigned by the superintendents of Stanton and Clarinda. The responsibility for the evaluation of Shirley Maxwell's performance shall remain with Stanton, pursuant to its established procedures. Stanton's personnel policies and practices shall apply to and govern the School Business Manager's conduct and performance.
3. The Clarinda Community School District agrees to pay the Stanton Community School District for services/expenses rendered.
 - a) Cost: \$44.82/hour for 8 hours per day, (8 hours x 52 days = 416 hours to fulfill the contract) plus additional hours as needed, (as determined by both superintendents) plus FICA/IPERS Due to technology, some of this work will be done remotely.
 - b) Mileage cost as stated in the Stanton Board Policy Book for reimbursement will be paid with the cost split 50/50 between the two districts.
 - c) \$20.00 per month will be paid for phone reimbursement with the cost split 50/50 between the two districts.

d) Stanton will advance all conference registration fees and related expenses and other memberships/subscriptions maintained by the school business official throughout the term of the 2021 - 2022 Shared Personnel Agreement. Stanton will submit a bill to Clarinda for reimbursement of 50% of the total cost of these expenditures. (If the cost is related solely to one district that district will pay that cost)

4. Stanton and Clarinda 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.

5. If at any time Shirley Maxwell's employment with Stanton is terminated, Clarinda shall not be obligated to pay any more than the agreed amount of employee costs, listed in Paragraph 3, for those actual days of service performed by Shirley Maxwell. This amount shall be prorated to consider actual hours worked.

6. This Agreement shall automatically terminate on June 30, 2022 or upon mutual agreement by both parties. Each party shall notify the other of its intent to continue this Agreement by April 30, 2022, and if the parties mutually agree to continue this Agreement for another school year, a new agreement will be developed for the 2022-2023 school year consistent with the intent and agreement of the parties.

7. This agreement contains the entire understanding between Stanton and Clarinda and cannot be changed or terminated orally but only by an agreement in writing signed by Stanton and Clarinda.

8. 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 violates 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 Stanton's and Clarinda's respective officers on the dates as hereinafter stated.

President, Board of Directors
Stanton Community School District

Date

President, Board of Directors
Clarinda Community School District

Date