

SHARED PERSONNEL AGREEMENT BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
LINN-MAR COMMUNITY SCHOOL DISTRICT

This Agreement made and entered into the 1st day of July, 2019, by and between the Cedar Rapids Community School District (Cedar Rapids) and the Linn-Mar Community School District (Linn-Mar):

WHEREAS, Cedar Rapids and Linn-Mar seek a cooperative arrangement to share the services of a Human Resources Administrator; and

WHEREAS, Cedar Rapids and Linn-Mar 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, Cedar Rapids and Linn-Mar believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a human resource position which agreement will be to their mutual advantage.

NOW, THEREFORE, Cedar Rapids' Board of Directors and Linn-Mar's Board of Directors agree as follows:

1. Trace Pickering (Pickering) is contracted to provide services as a human resource administrator during the 2019-20 school year for Cedar Rapids. Pickering will be appropriately licensed in the State of Iowa. Cedar Rapids has issued Pickering 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 Cedar Rapids pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Cedar Rapids.
2. Pickering's services as a human resources administrator will be shared by Cedar Rapids with Linn-Mar. The details of Pickering's assignment between Cedar Rapids and Linn-Mar will be determined jointly by Cedar Rapids and Linn-Mar and Pickering's duties and responsibilities in each school district will be determined and assigned by the Board of Directors of each school district. It is the intent of Cedar Rapids and Linn-Mar that Pickering will provide services as a human resources administrator to Cedar Rapids for thirtyone percent (31%) of his contracted time and to Linn-Mar for thirtyone percent (31%) of his contracted time. Cedar Rapids and Linn-Mar recognize that demands in either district may fluctuate and agree to provide Pickering reasonable discretion as to where work days are served. The services Pickering provides under this Agreement will be competent and professional in accordance with and subject to the laws of the State of Iowa. The responsibility for the evaluation of Pickering's performance shall remain with Cedar Rapids, pursuant to its established procedures. Cedar Rapids' personnel policies and practices shall apply to and govern Pickering's conduct and performance.
3. Cedar Rapids' annual cost to employ Pickering (including salary, fringe benefits, and direct employment taxes) shall be calculated at the end of each semester and thirtyone percent (31%) of this total shall be billed to Linn-Mar. In addition, any other contractual expenses or salary required due to the conditions of this Agreement shall be itemized and billed to Linn-Mar in January and in June of each year of this Agreement. Linn-Mar will provide payment to Cedar Rapids of the amounts billed within thirty (30) days of receipt of a bill from Cedar Rapids.
4. Cedar Rapids and Linn-Mar 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.

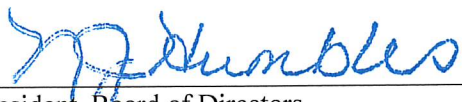
5. At any time Pickering's employment with Cedar Rapids is terminated, this Agreement will be terminated and Linn-Mar shall not be obligated to pay any more than thirtyone percent (31%) of the full employee costs, listed in Paragraph 3, for those actual days of service performed by Pickering.

6. This Agreement shall become effective on July 1, 2019 and end on June 30, 2020. This Agreement may be terminated by either party by providing written notice to the other party on or before January 30 of the upcoming fiscal year.

7. This Agreement contains the entire understanding between Cedar Rapids and Linn-Mar and cannot be amended except by an agreement in writing signed by Cedar Rapids and Linn-Mar.

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 provision 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 Cedar Rapids's and Linn-Mar's respective officers on the dates as hereinafter stated.



President, Board of Directors
Cedar Rapids Community School District

9-23-2019
Date

President, Board of Directors
Linn-Mar Community School District

Date

SHARED PERSONNEL AGREEMENT BETWEEN
CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND
LINN-MAR COMMUNITY SCHOOL DISTRICT

This Agreement made and entered into the 1st day of July, 2019, by and between the Cedar Rapids Community School District (Cedar Rapids) and the Linn-Mar Community School District (Linn-Mar):

WHEREAS, Cedar Rapids and College seek a cooperative arrangement to share the services of a Curriculum Coordinator; and

WHEREAS, Cedar Rapids and Linn-Mar 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, Cedar Rapids and Linn-Mar believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of a curriculum coordinator position which agreement will be to their mutual advantage.

NOW, THEREFORE, Cedar Rapids' Board of Directors and Linn-Mar's Board of Directors agree as follows:

1. Shawn Cornally (Cornally) is contracted to provide services as a curriculum coordinator during the 2019-20 school year for Cedar Rapids. Cornally will be appropriately licensed in the State of Iowa. Cedar Rapids has issued Cornally 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 Cedar Rapids pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations, and job descriptions of Cedar Rapids.
2. Cornally's services as a curriculum coordinator will be shared by Cedar Rapids with Linn-Mar. The details of Cornally's assignment between Cedar Rapids and Linn-Mar will be determined jointly by Cedar Rapids and Linn-Mar and Cornally's duties and responsibilities in each school district will be determined and assigned by the Board of Directors of each school district. It is the intent of Cedar Rapids and Linn-Mar that Cornally will provide services as a curriculum coordinator to Cedar Rapids for thirtyone percent (31%) of his contracted time and to Linn-Mar for thirtyone percent (31%) of his contracted time. Cedar Rapids and Linn-Mar recognize that demands in either district may fluctuate and agree to provide Cornally reasonable discretion as to where work days are served. The services Cornally provides under this Agreement will be competent and professional in accordance with and subject to the laws of the State of Iowa. The responsibility for the evaluation of Cornally's performance shall remain with Cedar Rapids, pursuant to its established procedures. Cedar Rapids' personnel policies and practices shall apply to and govern Cornally's conduct and performance.
3. Cedar Rapids' annual cost to employ Cornally (including salary, fringe benefits, and direct employment taxes) shall be calculated at the end of each semester and thirtyone percent (31%) of this total shall be billed to Linn-Mar. In addition, any other contractual expenses or salary required due to the conditions of this Agreement shall be itemized and billed to Linn-Mar in January and in June of each year of this Agreement. Linn-Mar will provide payment to Cedar Rapids of the amounts billed within thirty (30) days of receipt of a bill from Cedar Rapids.
4. Cedar Rapids and Linn-Mar 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. At any time Cornally's employment with Cedar Rapids is terminated, this Agreement will be terminated and Linn-Mar shall not be obligated to pay any more than thirtyone percent (31%) of the full employee costs, listed in Paragraph 3, for those actual days of service performed by Cornally.

6. This Agreement shall become effective on July 1, 2019 and end on June 30, 2020. This Agreement may be terminated by either party by providing written notice to the other party on or before January 30 of the upcoming fiscal year.

7. This Agreement contains the entire understanding between Cedar Rapids and Linn-Mar and cannot be amended except by an agreement in writing signed by Cedar Rapids and Linn-Mar.

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 provision 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 Cedar Rapids's and Linn-Mar's respective officers on the dates as hereinafter stated.



President, Board of Directors
Cedar Rapids Community School District

9-23-2019
Date

President, Board of Directors
Linn-Mar Community School District

Date