

SHARED PERSONNEL AGREEMENT BETWEEN KIRKWOOD COMMUNITY COLLEGE AND LINN-MAR
COMMUNITY SCHOOL DISTRICT

This Agreement made and entered into 1st day of July, 2025, by and between Kirkwood Community College (KCC) and Linn-Mar Community School District (LMCSD).

WHEREAS, KCC and LMCSD seek a cooperative arrangement to share the services of a work-based learning coordinator; and

WHEREAS, LMCSD is a public school district organized and existing under the laws of the State of Iowa; and

WHEREAS, KCC is a community college system organized and existing under the laws of the State of Iowa; and

WHEREAS, this Agreement is subject to the provisions of Iowa Code Chapter 28E and/or Iowa Code section 280.15, as applicable.

NOW, THEREFORE, LMCSD's Boards of Directors and KCC Board of Trustees agree as follows:

1. KCC will carry the employment contract for the Work-Based Learning Coordinator 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 benefits, subject to contributions by LMCSD and KCC pursuant to this Agreement. The employment arrangement shall be governed by the policies, rules, regulations and job descriptions of KCC. The responsibility for evaluation of the coordinator's performance shall remain with KCC, pursuant to its established procedures. KCC's personnel policies and practices shall apply to and govern the coordinator's conduct and performance. The coordinator will participate in LMCSD and KCC's professional development as needed.
2. The coordinator's services will be shared by KCC and LMCSD schools. The details of the coordinator's assignment between LMCSD and KCC will be determined jointly by the superintendent and the supervisor at KCC. Duties and responsibilities in the school district will be determined and assigned by the superintendent and KCC. It is the intent of LMCSD and KCC that the coordinator be shared for approximately twenty percent (20%) of contracted time amongst each of the partners for a total package not to exceed:

District	Max Contribution
KCC	\$12,000
LMCSD	\$12,000
Total	\$24,000

3. At any time the WBLC employment is terminated by KCC, LMCSO shall not be obligated to pay any more than the costs set out in Paragraph 2 above, for the actual days of service performed by the individual.
4. The coordinator's annual cost (including salary, fringe benefits, and direct employment taxes) shall be calculated. At the end of each semester, ten percent (10%) of the total cost shall be billed to each school district. In total, the school district will be billed twenty percent (20%) of the coordinator's total annual cost. The school district will provide payment to KCC of the amounts billed within thirty (30) days of receipt of a bill from KCC.
5. The coordinator's annual contract days will be 200 days. Approximately 195 contract days will be used during the fall and spring semesters with the other 5 contract days being used in the summer.
6. KCC will provide the Worker's Compensation Insurance coverage for the WBLC.
7. The WBLC will assist students who don't have a specific career plan and those who would benefit from more coaching and guidance regarding college and career readiness. This could be done through WBL courses, job shadows, employability skills, company tours, practicum, apprenticeships, academy programs, and internships. For students who already have a defined career path in place, these programs will enhance the employability skills of students. The WBLC, through collaboration with regional partners to identify new and emerging training opportunities that align with industry workforce needs, will lead, create and implement strong work-based learning student experiences. As a coordinator, the WBLC will function as the liaison and facilitator between the schools, KCC and business/industry for high-quality work-based learning experiences for students.
 - a. Essential elements of work-based learning:
 - i. Academic Preparation
 - ii. Partnership between education and industry
 - iii. Academic follow-up
8. The coordinator will work in collaboration with the Intermediary and College and Career Counselors to serve students.
9. LMCSO and KCC 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.
10. LMCSO and KCC agree to provide proof of liability insurance in connection with this understanding in which each has enrolled (General Liability - \$1,000,000 and Umbrella Liability). LMCSO and KCC named as an additional insured pursuant to the aforesaid liability policies.

11. The term of this Agreement shall be for the 2025-2026, 2026-2027 and 2027-2028 school years. This agreement may be renewed pursuant to the mutual agreement of LMCSO and KCC. This Agreement is automatically continued for additional one-year terms thereafter unless LMCSO and KCC affirmatively notifies the other partners, in writing, on or before April 1 preceding any year of renewal that it wishes to terminate the Agreement, effective at the end of the current term. The districts may mutually agree to terminate this Agreement at an earlier date.
12. This Agreement contains the entire understanding between LMCSO and KCC and cannot be amended except in writing signed by LMCSO and KCC.
13. 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 LMCSO and KCC's respective officers on the dates as hereinafter stated.

President, Board of Trustees

Kirkwood Community College

Date

Linn-Mar Community School District

Date