

LITERACY CONSULTANT SHARED PERSONNEL AGREEMENT BETWEEN GRANT WOOD AREA EDUCATION AGENCY AND LINN-MAR COMMUNITY SCHOOL DISTRICT

This Agreement is made and entered into the <u>4th</u> day of <u>August, 2025</u>, by and between the Grant Wood Area Education Agency (GWAEA) and Linn-Mar Community School District (School District).

WHEREAS, GWAEA and School District seek a cooperative arrangement to share the services of a literacy consultant; and

WHEREAS, GWAEA and School District are organized and existing under laws of the State of Iowa; and

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

WHEREAS, GWAEA and School District believe that an agreement pursuant to Iowa Code section 280.15 should be entered into with regard to the sharing of literacy consultant services and such an agreement will be to their mutual advantage.

NOW, THEREFORE, the GWAEA and School District Boards of Directors agree as follows:

- 1. GWAEA will provide literacy consultant services for School District during the 2025-26 school year. GWAEA shall issue an employment contract, and shall be deemed the employer for purposes of rights and obligations under lowa law, and for purposes of compliance with federal and state laws relating to employment, subject to contributions by School District pursuant to this Agreement. The employment arrangement and employment benefits shall be governed by the policies, rules, regulations, and job descriptions of GWAEA. GWAEA and School District agree that 38 days of service (0.20 FTE) will be provided under this Agreement.
- 2. The literacy consultant services will be shared by GWAEA with School District. The details of the AEA employee's assignment between GWAEA and School District will be determined jointly by GWAEA and School District within the scope of AEA literacy consultant services, and the AEA employee's duties and responsibilities in each entity will be determined and assigned by GWAEA. The responsibility for the evaluation of the AEA employee's performance shall remain with GWAEA, pursuant to its established procedures. GWAEA's board policies, master contract agreement and practices shall apply to and govern the AEA employee's conduct and performance.
- 3. School District shall pay GWAEA the annual cost to employ the AEA employee for 38 days of literacy consultant services at the consultant daily rate of \$738 per day. For the 2025-26 school year, the contracted services cost is anticipated to be \$28,044. Actual costs, to also include mileage and other related expenses, shall be calculated and fifty percent (50%) of the projected total shall be billed to School District in January 2026 with the remaining balance of actual total costs to be billed in June 2026.
- 4. GWAEA and School District each agree to indemnify and hold harmless the other from and against and 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 employment of the AEA employee shared with School District is terminated, School District shall not be obligated to pay any more than the costs for the actual days of service performed by the AEA employee

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as set out in Paragraph 3 above.

- 6. This Agreement will automatically continue from one fiscal year to the next unless either entity notifies the other in writing by March 1 preceding any year of renewal that it wishes to terminate the Agreement. If notice is provided by March 1, the agreement will end on June of that year. GWAEA and School District may mutually agree to terminate this Agreement at an earlier date.
- 7. This agreement contains the entire understanding between GWAEA and School District and can only be amended or terminated by a written agreement signed by each of the entities.
- 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 the respective officers of GWAEA and School District hereinafter stated.

Landy Far	6/11/25
President, Board of Directors Grant Wood Area Education Agency	Date
	8/4/2025
President, Board of Directors Linn-Mar Community School District	Date