

**28E AGREEMENT BETWEEN  
BELMOND-KLEMM CSD  
AND  
CAL CSD  
FOR SHARED DIRECTOR OF TRANSPORTATION**

THIS 28E AGREEMENT (“Agreement”), dated as of the 20th day of February, 2025, is by and between the Belmond-Klemme Community School District (“BKCS D”) and CAL Community School District (“CAL”).

WHEREAS, BKCS D is a public school corporation organized and existing under the laws of the State of Iowa, and is a public agency as defined in Iowa Code Chapter 28E;

WHEREAS, CAL a public school corporation organized and existing under the laws of the State of Iowa, and is a public agency as defined in Iowa Code Chapter 28E;

WHEREAS, Iowa Code Chapter 28E authorizes public agencies to enter into agreements for joint or cooperative action; and

WHEREAS, CAL requires the services of a Director of Transportation for the 2024-2025 school year; and

WHEREAS, BKCS D currently employs a Director of Transportation and is willing to share the services of its Director of Transportation with CAL; and

WHEREAS, Iowa Code Section 257.11(5) authorizes financial incentives for the sharing of operational functions between public school districts and other political subdivisions, which includes cities; and

WHEREAS, BKCS D and CAL believe that an agreement pursuant to Iowa Code Chapter 28E will be to their mutual advantage and benefit.

THEREFORE, in consideration of the mutual promises contained in this Agreement, BKCS D and CAL agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide a means and memorialize the terms by which the parties may share the services of a Director of Transportation. This Director of Transportation shall be designated as Brandon Allen.

The Director of Transportation shall perform such duties in relationship to each party as prescribed by the respective job descriptions for the Director of Transportation for each party, the employment contract for the Director of Transportation, and any applicable policies or rules adopted by each party. The job descriptions for the Director of Transportation for CAL and the Director of Transportation for BKCS D are attached to this Agreement as Exhibit A and the

BKCSD employment contract for Director of Transportation Brandon Allen is attached to this Agreement as Exhibit B, both of which are incorporated herein by reference.

Section 2. Duration. This Agreement shall become effective upon execution and shall remain in effect until June 30, 2025, unless otherwise terminated as provided in this Agreement. The Agreement may be renewed for additional terms of one year each as mutually agreed upon by the parties in writing. This Agreement shall be filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8.

Section 3. Administration. No separate legal or administrative entity or joint board will be established by this Agreement. The Superintendent of BKCSD and the Superintendent of CAL will be designated as the administrators of the Agreement for purposes of Iowa Code Chapter 28E.6. No joint budget will be established or maintained for purposes of carrying out the terms of this Agreement.

BKCSD shall be the employer of the Director of Transportation for purposes of this Agreement and for purposes of compliance with all federal and state laws relating to employment. As the employer, BKCSD shall provide and pay for any wages and benefits due the Director of Transportation in accordance BKCSD's personnel policies and contracts and shall provide all requisite insurance for the employee, including workers' compensation insurance.

Vacation days, sick days, and other leave time shall be as specified in the District's personnel policies and contracts. The salary and benefits provided to the Director of Transportation for services performed, and other terms of employment, may be reviewed and negotiated between the parties while this Agreement is in effect, subject to the provisions of any applicable personnel policies or contracts.

BKCSD has the sole authority to hire, train, evaluate, discipline, and discharge the Director of Transportation, and the Director of Transportation shall at all times be governed by the personnel policies of BKCSD. BKCSD agrees to share the services of the Director of Transportation with the District in accordance with this Agreement. It is understood that this Agreement is not and shall not be construed as a contract between the Director of Transportation and CAL, and the Director of Transportation shall remain, for all purposes, an employee of the BKCSD. It is agreed that representatives of the parties shall meet as needed to discuss issues related to the sharing of the Director of Transportation. BKCSD shall seek input from CAL prior to conducting any formal evaluation of the Director of Transportation.

Section 4. Schedule. The Director of Transportation shall maintain a regular day-to-day work schedule for the parties. Approximately eighty percent (80%) of the Director of Transportation's time shall be spent performing services for BKCSD, and approximately twenty percent (20%) of the Director of Transportation's time shall be spent performing services for CAL. It is understood by the parties that a certain amount of flexibility needs to be exercised in this regard and thereby agree to cooperate as needed with respect to scheduling in order to ensure that all required services are provided by the Director of Transportation to each party.

Section 5. Compensation. CAL agrees to reimburse BKCSO for 20% of the Director of Transportation's total compensation package. Said amount will be paid by CAL by June 2, 2025.

Each party shall be responsible for any reimbursable travel or other expenses incurred by the Director of Transportation on its behalf pursuant to this Agreement. In the event such expenses jointly benefit the parties, the BKCSO shall be responsible for twenty percent (20%) of the actual costs and CAL shall be responsible for eighty percent (80%) of the actual costs. Such payments shall be made within thirty (30) days of receipt of invoice documenting the expenses. Each party's governing board/council must pre-approve registration, travel, lodging, meals and other associated expenses related to out-of-state professional or other related meetings or activities.

Section 6. Insurance. Each of the parties shall carry comprehensive general liability insurance for protection of such party from any liability arising out of any accidents or other occurrence causing any injury and/or damage to any person and/or property due directly or indirectly to the actions or inactions of the Director of Transportation while performing services for the party. The liability insurance shall also provide protection for the Director of Transportation to the extent allowed by law. Liability insurance policies shall have limits of not less than \$\_\_\_\_\_ per occurrence and \$\_\_\_\_\_ annual aggregate, which limits may be met with a combination of primary and umbrella policies. BKCSO shall also carry workers' compensation insurance in the amount as required by law and employers' liability insurance in an amount of not less than \$\_\_\_\_\_.

All required insurance shall be obtained from issuers of recognized responsibility licensed to do business in the State of Iowa. Each party shall be furnished with a certificate of insurance required under this Agreement upon request. Such policies shall not be modified or cancelled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement.

Section 7. Indemnification. To the extent permitted by law, each party shall indemnify and hold harmless the other party from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorney fees, arising out of (i) the actions or inactions of the Director of Transportation while performing services for the indemnifying party, or (ii) any negligence or breach of this Agreement by the indemnifying party.

Section 8. Termination. This Agreement shall terminate upon the expiration of the term set forth in this Agreement or any mutually agreed upon renewal term. However, this Agreement shall terminate prior to expiration of said term in the event that BKCSO no longer employs Brandon Allen as its Director of Transportation or in the event state sharing incentive dollars are eliminated by legislative action, unless otherwise mutually agreed upon by the parties. In addition, this Agreement may be terminated upon the mutual agreement of the parties at any time.

Section 9. Notices. All notices or other communications to be given under this Agreement shall be deemed given when either personally delivered or mailed by first class mail, postage prepaid, with proper address to the following addresses until otherwise notified:

To BKCS D: Belmont-Klemme Community School District  
Attn: Superintendent  
303 E. Main St.  
Belmond, Iowa 50421

To CAL: CAL Community School District  
Attn: Superintendent  
1441 Gull Ave  
Latimer, Iowa 50452

Section 10. Status of Parties. It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relation is and shall remain that of independent parties to a cooperative contractual relationship. In no event shall a party be liable for the debts or obligations of another party.

Section 11. Cost Recovery. In the event that either party institutes legal proceedings against the other party for recovery of any amounts due and owing under this Agreement, it is expressly agreed that the prevailing party in any such action will be entitled to recover from the non-prevailing party all costs related to such collection, including reasonable attorney fees incurred during pre-suit collection attempts, suit, and post judgment, appeal, or settlement collection. This section will survive termination of this Agreement.

Section 12. Assignment. Neither party may assign this Agreement or subcontract any of the duties in whole or in part, without the prior written agreement of the other party. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 13. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be amended by a written instrument approved and executed by BKCS D and CAL filed with the Iowa Secretary of State in accordance with Iowa Code Section 28E.8.

Section 14. Severability. In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

Section 15. Governing Law and Forum. The parties agree that this Agreement shall be governed by Iowa law and consent to the jurisdiction of the Iowa District Court for Wright County for all matters relating to this Agreement.

Section 16. Compliance with Laws. Notwithstanding anything herein to the contrary, each party shall comply with all laws and regulations applicable to the performance of its obligations under this Agreement.

Section 17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

THIS AGREEMENT has been approved by appropriate action and duly executed by the parties on the dates written below.

Belmond-Klemme Community School District

CAL Community School District

By \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_  
Title: Board President

Name: \_\_\_\_\_  
Title: Board President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Board Secretary

EXHIBIT A

(Job Descriptions of Director of Transportation)

EXHIBIT B Director of Transportation  
(Employment Contract of Director of Transportation)

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