

SHARING AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of September, 2020, by and between the Belmond-Klemme Community School District (hereinafter "Belmond-Klemme") and the West Fork Community School District (hereinafter "West Fork"), school corporations existing pursuant to Iowa Code Chapter 274.

WITNESSETH:

WHEREAS, pursuant to Iowa Code Chapter 28E and Iowa Code Section 280.15, school districts may jointly employ and share the services of any school personnel, or acquire and share the use of classrooms, laboratories, equipment, and facilities; and

WHEREAS, Belmond-Klemme has within its employ a teacher who is certified and approved by the Department of Education to serve as an English language (EL) teacher; and

WHEREAS, Belmond-Klemme and West Fork desire to share the services of this full-time English language teacher pursuant to the terms of this Agreement;

NOW, THEREFORE, the parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide a means by which the parties hereto may jointly and cooperative proceed under the provisions of Iowa Code Section 280.15, to share the services of a teacher employed by Belmond-Klemme, who is certified and approved to serve as a full-time English language teacher. The job description for the English language teacher at each school is incorporated herein by reference.

Section 2. Duration. This Agreement shall become effective upon the execution by the parties and approval by each respective Board of Education, and shall remain in effect until expiration of its term or until it is terminated as herein provided in Section 9.

Section 3. Administration. It is agreed that Belmond-Klemme shall be the employer of this teacher for purposes of this contract and for purposes for compliance with all federal and state laws relating to employment, including Iowa Code chapter 279. As employer, Belmond-Klemme shall pay the salary and fringe benefits due the teacher in accordance with Belmond-Klemme's personnel policies and contracts. It is agreed that the teacher so employed at all times will be governed by the personnel policies of Belmond-Klemme. It is further agreed and understood that the teacher will perform services under this agreement pursuant to a 186-day employment contract.

Section 4. Services. It is agreed that the English language teacher will serve West Fork as a 0.10 Full Time Equivalent employee. The employee will serve in the West Fork building for the equivalent of 18 work days, or 36 half-days, during the year.

Section 5. Supervision. Belmond-Klemme has the authority to hire, train, and dismiss the employee employed as a result of this Agreement.

Section 6. Joint Meetings. It is agreed that representatives of the administrations of both districts will meet as needed throughout the year to discuss issues related to the sharing of the English language teacher.

Section 7. Reimbursement. West Fork shall be responsible for reimbursing Belmond-Klemme for West Fork's proportionate share of all expenses incurred by Belmond-Klemme in the employment of the teacher. Such expenses shall include, but not necessarily be limited to, salary, fringe benefits, IPERS, FICA, and professional development. The travel expenses for the full time English language teacher will be borne by West Fork. Semi-annual payments shall be due to Belmond-Klemme, upon invoice to West Fork, on or before January 1, 2021 and June 30, 2021.

Section 8. Liability. The parties agree to carry liability insurance to insure against the liability claims as their respective interests may appear under this Agreement, and to maintain and keep in force such insurance during the life of this Agreement. Such policies of insurance shall provide that the proceeds thereof shall be payable to Belmond-Klemme and West Fork as their respective interests appear.

Section 9. Term. The term of this Agreement shall be for one year, ending June 30, 2021.

Section 10. Termination. The parties may mutually agree to terminate the contract at any other time during the contract year.

Dated at Belmond, Iowa, this 21st day of September, 2020.

BELMOND-KLEMME COMMUNITY
SCHOOL DISTRICT

WEST FORK COMMUNITY
SCHOOL DISTRICT


By _____
President, Board of Directors

By 
President, Board of Directors

ATTEST:

ATTEST:

Secretary, Board of Directors


Secretary, Board of Directors