

**AGREEMENT BETWEEN
SOUTH TAMA COMMUNITY SCHOOL DISTRICT AND
NORTH TAMA COMMUNITY SCHOOL DISTRICT
FOR SHARED SUPERINTENDENT**

THIS AGREEMENT is made and entered into by and between the South Tama County Community School District (“South Tama”) and the North Tama County Community School District (“North Tama”).

RECITALS:

1. The parties are school corporations organized and existing under the laws of the State of Iowa.
2. The parties require the services of a Superintendent for the 2025-2026 school year and beyond.
3. Iowa Code Section 280.15 provides that two or more public school districts may jointly employ and share the services of any school personnel, Iowa Code Section 279.20 provides that boards of directors of school districts may jointly exercise powers related to employment of a Superintendent, and Iowa Code Section 257.11(5) provides incentives for school districts to share operational functions.
4. The parties have determined that it is in the best interests of each of them to share the services of a Superintendent employed by South Tama, 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 may share the services of a Superintendent. The Superintendent will be John Cain. The Superintendent shall be the executive officer of the board of directors for each of the parties and shall have such powers and duties in relationship to each of the parties as may be prescribed by law, policies or rules adopted by each board, or the Superintendent’s employment contract. The Superintendent shall, at all times, conduct himself in a professional manner in accordance with established professional standards applicable to superintendents.

Section 2. Duration. The term of this Agreement shall begin on July 1, 2025, and shall remain in effect until June 30, 2026, unless otherwise terminated or renewed as provided in this Agreement.

Section 3. Administration. South Tama shall be the employer of the Superintendent for purposes of this Agreement and for purposes of compliance with all federal and state laws relating to employment. As the employer, South Tama shall provide and pay for any wages and benefits due the Superintendent in accordance with South Tama's personnel policies and contracts and shall provide all requisite insurance for the Superintendent, including worker's compensation insurance. The salary and benefits provided to the Superintendent 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. The salary for the Superintendent for providing shared superintendent services during the 2025-2026 school year is \$187,000.00. The salary for each subsequent year of the Superintendent's contract during which he is providing shared superintendent services pursuant to this Agreement, if any, shall be reviewed and determined annually by South Tama. South Tama has the sole authority to hire, train, discipline, and dismiss the Superintendent, and the Superintendent shall at all times be governed by the personnel policies of South Tama. The responsibility for the evaluation of the Superintendent's performance shall remain with South Tama, pursuant to established procedures. Input shall be taken from North Tama prior to conducting any formal evaluation.

South Tama shall share the services of the Superintendent with North Tama in accordance with this Agreement. It is understood that this Agreement is not and shall not be construed as a contract between the Superintendent and North Tama. The Superintendent shall remain, for all purposes, an employee of South Tama. It is agreed that representatives of the parties shall meet as needed to discuss issues related to the sharing of the Superintendent.

Section 4. Schedule. The Superintendent shall maintain a regular day-to-day work schedule for the parties. The Superintendent shall in good faith schedule an amount of time per week to be physically present in South Tama and North Tama which is appropriate and consistent with this Agreement and with the expectation that his services will be shared by the parties on the basis of an allocation of 60% South Tama and 40% North Tama. The Superintendent shall make a good faith effort to attend all meetings of the board of directors of each party, unless otherwise agreed. The parties agree to cooperate as needed with respect to scheduling in order to ensure that all required services are provided by the Superintendent to each party.

Section 5. Leaves. Vacation, sick leave, and personal leave and time for professional meetings and seminars for the Superintendent shall be as specified in the Superintendent's contract with South Tama.

Section 6. Compensation.

- a. South Tama shall arrange and pay for the Superintendent's annual salary. North Tama shall be responsible for 40% of the annual salary amount for each year of this Agreement, which portion for the 2025-2026 school year is \$74,000.00. North Tama shall make such reimbursement to South Tama in full by February 1 of each contract year, unless otherwise agreed by the parties.

- b. South Tama shall arrange and pay for the Superintendent's benefits due in accordance with South Tama's personnel policies and contracts, including family health, dental, and vision insurance, along with life insurance, long term disability, AD&D, and FICA/IPERS. North Tama shall be responsible for 40% of all such benefits costs for each year of this Agreement. North Tama shall make such reimbursement to South Tama by June 30 of each contract year, unless otherwise agreed by the parties.
- c. Except as specifically provided in this Agreement, South Tama shall advance all expenses allowable under the Superintendent's contract, including but not limited to, conference registration fees and related expenses, for each contract year. North Tama shall reimburse 40% of such expenses to South Tama for any expenses which benefit both school districts and 100% of such expenses that benefit only North Tama. All expenses will be certified by South Tama by June 1 and reimbursed by North Tama by June 30 of each contract year.
- f. The parties agree to cooperate as needed with respect to compensation issues. In the event of a disagreement regarding expenses and sharing or apportionment of expenses, the presidents of each of the party's board of directors will attempt to resolve the dispute. If they are unsuccessful, the issue shall be referred to a committee composed of two board members from each party for resolution.

Section 7. Insurance. Each of the parties shall carry comprehensive general liability insurance for protection of such party from liability arising out of the actions or inactions of the party, including those actions or inactions of the Superintendent while acting within the scope of duties for the party. The comprehensive general liability insurance shall also provide protection for the Superintendent to the extent allowed by law. South Tama shall also carry worker's compensation insurance in an amount as required by law and employer's liability insurance.

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 canceled except upon at least thirty (30) calendar days' prior written notice to the other party to this Agreement.

Section 8. Indemnification. To the extent permitted by law, each of the parties shall protect, defend, hold harmless, and indemnify the other party from and against any and all claims, liability, damages, losses, and expenses, including reasonable attorneys' fees, arising out of the actions or inactions of the indemnifying party, including those actions or inactions of the Superintendent while acting within the scope of duties for the indemnifying party.

Section 9. Termination. This Agreement may be terminated by either party at the end of any school year covered by this Agreement by giving written notice of such termination to the other party no later than March 15 of that school year. In the absence of written notice of termination, this Agreement shall automatically renew for additional one (1) year terms unless otherwise terminated as provided by this paragraph. In addition, this Agreement may be

terminated upon mutual written agreement of the parties at any time. Additionally, this Agreement shall automatically terminate in the event that South Tama no longer employs John Cain as Superintendent, unless otherwise agreed by the parties.

Section 10. Miscellaneous.

a. The headings of this Agreement are inserted for convenience of reference only and in no way describe or limit the scope or intent of this Agreement or any of the provisions hereof.

b. This Agreement may only be modified or amended by mutual written agreement of the parties.

c. 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.

d. 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 South Tama: South Tama Community School District
 Attn: Board President

To North Tama: North Tama Community School District
 Attn: Board President

e. The parties consent to the jurisdiction of the courts of Iowa on all matters relating to this Agreement and agree that this Agreement shall be governed by the laws of the state of Iowa.

f. No party may assign this Agreement or subcontract any of the duties, in whole or in part, without the prior written consent 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.

g. 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.

h. No waiver of the breach of any terms or conditions of this Agreement shall constitute a waiver of any other or succeeding breach of the same or other provisions of this Agreement.

i. This Agreement supersedes all previous agreements, contracts, addenda, amendments, arrangements, and understandings, and constitutes the entire agreement between the parties with respect to the subject matter hereof.

j. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below their signatures.

SOUTH TAMA COMMUNITY
SCHOOL DISTRICT

NORTH TAMA COMMUNITY
SCHOOL DISTRICT

By _____
Board President

By _____
Board President

Date _____

Date _____

ATTEST:

ATTEST:

Board Secretary

Board Secretary