

**AGREEMENT BETWEEN SOUTHEAST VALLEY COMMUNITY
SCHOOL DISTRICT AND IOWA CENTRAL COMMUNITY COLLEGE
FOR SCHOOL COUNSELOR**

THIS AGREEMENT made and entered into the ___^h day of ---, 2024 by and between the Southeast Valley Community School District (hereinafter referred to as the “District”) by its board of directors and Iowa Central Community College District (hereinafter referred to as the “College”) by its Board of Directors.

WHEREAS, Pursuant to section 280.15(1) of the Iowa code and the financial incentives allowed in Iowa Code Section 257.11, the parties wish to jointly employ and share the services of a counselor for the 2024-25 school year.

IT IS HEREBY AGREED by and between the Parties hereto, as follows:

1. Terms:

This Agreement shall become effective by approval of district’s Board of Directors and by the Board of Directors of Iowa Central Community College, by execution of this Agreement by all parties, and upon filing with the Secretary of the State of Iowa and shall continue in effect through June 30,2025. This Agreement shall automatically renew for additional terms of one year July 1-June 30, unless one party gives notice to the other no later than thirty (30) days prior to March 1 of any year that the Agreement will not be renewed for the following fiscal year.

2. Administration of the Agreement:

- a. In the interest of economy and administrative efficiency, the College shall hold and administer the Counselor’s employment contract and shall pay the full contract amount to the Counselor and receive reimbursement form the District for twenty (20) percent of the contracted salary, benefits and expenses, starting year 2.

- b. The College shall be deemed the “Employer” of Counselor for all Federal and State requirements. The College’s contract Agreement and Board Policies shall govern the employment relationship. When the Counselor is at the District, he/she be guided by the rules and regulations of the District. If the board policies of the two parties are inconsistent with each other, those of the College shall apply.

3. Job Responsibilities:

The Counselor agrees to diligently and in good faith devote his/her expertise, time, skill, and ability to the Parties in carrying out the responsibilities under this Agreement.

Specific duties to be determined by the Parties and communicated to the Counselor. The Parties anticipate an 80/20 split of the Counselor's time and attention by the actual weekly scheduled for the Counselors is to be determined by Agreement between the Parties' designated supervisors.

4. Employer Liability:

Employer liability shall fall on the part for whom the Counselor is performing work for at any given time. While working for the College, employer liability shall be the responsibility of the College. While working for the District, employer liability shall be the responsibility of the District. While the Counselor is traveling between Parties, employer liability shall be shared between the Parties.

5. Certification:

During the term of this Agreement, the Counselor shall maintain a valid and appropriate certification pursuant to the laws of the State of Iowa to act as a school Counselor or a social worker.

6. Salary and Payment:

- a. As set forth in paragraph two (2), Counselor shall be considered a full-time employee of the College. The College shall provide the contract setting forth the full-time salary, benefits, and leaves on a yearly basis.
- b. The Counselor shall spend twenty percents (20%) of his/her time working for the district which may include virtual meetings, onsite visits, etc.
- c. The District will pay twenty percent (20%) of the cost of salary and employee benefits for each school year, starting in year 2, covered by this Agreement to the College. The College shall send an invoice to the district on a yearly basis. The District shall remit payment within thirty (30) days of the date of invoice.
- d. Cost of general supplies, material, etc. necessary for the function of each Party's separate programs shall be paid by each Party separately.
- e. Additional cost associated with professional development, shared work materials, or workshops related to the position, will be shared by the Parties in proportion to the percentage of time worked for each Party, as established in this Agreement.
- f. The District shall reimburse (at the current federal rate) the College for mileage for Counselor's performance of duties for the District, including Counselor's travel to and from the College and the District. The College shall include the cost of the mileage to be reimbursed on a quarterly invoice as set forth above.

7. Employee Performance Evaluation:

Performance evaluation of the Counselor is to be conducted by the College by March 15 of each year that this Agreement is in effect. The district shall be allowed to provide input for the performance evaluation.

8. Termination of Employment:

Only the College has the power to terminate the employment contract of the Counselor. However, the College shall take into consideration the input of the District.

9. Termination of Agreement:

This Agreement may be terminated prior to its expiration:

- a. Immediately for cause by either Party;
- b. No later than 30 days prior to March 1 of any year; or
- c. Automatically upon the resignation or termination of the Counselor employment.

10. Dispute Resolution:

In the event a dispute arises out of this Agreement, the parties agree to a fair and equitable method of resolution that provides due process and the parties agree that they will use the services of the Director of the local Area Education Agency to assist in resolving any disputes. The AEA Director shall have the power to make decision that is final.

11. Notices:

All notices to be given under this Agreement shall be in writing and shall be deemed given when either personally delivered or mailed by first class mail to the party whom notice is being given.

12. 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 to directly or indirectly to the actions of inactions of the Counselor while performing services for the Party. The liability insurance shall also provide protection for the Counselor to the extent allowed by law. Liability insurance policies shall have limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate, which limits may be met with a combination of primary and umbrella policies. The College shall also carry Workers' compensation

insurance in the amount as required by law and employers' compensation insurance in the amount as required by law and employers' liability insurance in an amount of not less than \$1,000,000.

13. 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.

14. Entire Agreement; Amendments.

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. No change in, additions to, or deletions from this Agreement shall be valid unless agreed to in writing by the Parties.

15. Severability:

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

16. Governing Law Forum:

The Parties agree that this Agreement shall be governed by Iowa Law and consent to the jurisdiction of the Iowa District Court for Webster County for all matters related to this Agreement.

17. Compliance with Laws.

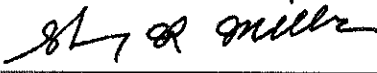
Notwithstanding anything herein to the contrary, each Party shall comply with all laws and regulations applicable to the performance of its obligations under this Agreement.


18. 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 joint Agreement approved by the Southeast Valley Community School District through its Board of Education this ___th day of ____, 2024, By resolution regularly presented and passed.

SOUTHEAST VALLEY COMMUNITY SCHOOL DISTRICT

By: 
President, Board of Education

ATTEST:
By: 
Secretary, Board of Education

This Joint Agreement approved by the Iowa Central Community College through it Board of Trustees this _____th day of _____, 2024, by resolution regularly presented and passed.

IOWA CENTRAL COMMUNITY COLLEGE DISTRICT

By _____
President, Board of Trustees