Operational Sharing Agreement for Food Service Director

THIS AGREEMENT is entered into by and between the Carroll Community School District, hereafter designated as “Carroll,” and the Ar-We-Va Community School District, hereafter designated as “Ar-We-Va.”

WHEREAS, Carroll and Ar-We-Va desire to enter into a mutual agreement to jointly share the services of a Food Service Director to serve independently for both Carroll and Ar-We-Va, and both parties are desirous of having the Agreement set out in writing; and

WHEREAS, Carroll and Ar-We-Va believe that such a mutual agreement is authorized by and in furtherance of Iowa Code section 280.15 and is in the best interest of their respective districts.

IT IS THEREFORE MUTUALLY AGREED by and between the parties that the following terms and conditions shall govern this Agreement:

1. TERM. The term of this Agreement shall be for the fiscal year beginning July 1, 2010. This Agreement shall be reviewed at the end of the school year and shall renew automatically July 1 of each succeeding fiscal year without any additional action by the parties except as noted in Article 5.

2. REIMBURSEMENT. Carroll will hold the individual employment contract for the Food Service Director which will employ the Food Service Director on a full-time basis. Carroll will determine the total compensation to the Food Service Director on a per diem basis (including but not limited to, salary, benefits, all withholdings and value of available paid time off) and this per diem amount will be the rate of reimbursement from Ar-We-Va to Carroll.

Ar-We-Va agrees to pay Carroll for the services provided, at the per diem rate, based upon hours served by the Food Service Director in service to Ar-We-Va. It is anticipated that the Food Service Director will spend approximately 200 hours annually on food service matters relating to Ar-We-Va.

The parties recognize that demands in either district may fluctuate. Reimbursable costs incurred by the Food Service Director attributable to Ar-We-Va will be paid by that district. Cost for transportation to and from Ar-We-Va for the Food Service Director shall be the responsibility of Carroll with the cost associated with said travel to be paid by Ar-We-Va at the cost of $.36/mile.

3. SERVICES PROVIDED. The Food Service Director will perform the specific duties and other Food Service Director level services as per the contract with Carroll and per the job description of duties and responsibilities of the shared Food Service Director for Ar-We-Va as outlined in the attached document. Additionally, the policies of each respective district as well as directions from each district’s Superintendent may also outline
those services to be provided. The Food Service Director’s services provided will be competent and professional in accordance with and subject to the laws of the State of Iowa.

4. **CERTIFICATION.** It is agreed that the Food Service Director will be appropriately licensed in the State of Iowa, as applicable.

5. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement, with or without cause, by providing written notice to the other party on or before March 31 for the upcoming fiscal year. Either party may terminate this agreement for cause on 30 days written notice. Such notice will be by registered mail or by hand delivery to the Board Secretary or Board President of the other party. This Agreement will also terminate automatically upon the resignation of the Food Service Director or termination of the Food Service Director’s contract with Carroll.

6. **COSTS/PAYMENT SCHEDULE.** Ar-We-Va shall reimburse Carroll as billed by Carroll for up to 200 hours annually, including benefits for the shared Food Service Director.

7. **EMPLOYMENT STATUS OF FOOD SERVICE DIRECTOR.** This is an agreement for contracted services. The Food Service Director shall be an employee of Carroll and shall be issued a contract through Carroll only, and shall not be an employee, nor an independent contractor, of Ar-We-Va. For the purpose of this Agreement, the individual shall retain all rights and privileges as a full-time employee of Carroll. The actual contract shall be a Carroll contract, subject to the Board Policies of Carroll. There shall be no changes in the contract, except for changes approved in board policy or negotiations with the Carroll Board of Education. Carroll shall be deemed the “Employer” of the Food Service Director for purposes of rights and obligations under federal and state laws relating to employment, such as income tax withholding, FICA payments and withholding, unemployment compensation payments, workers’ compensation payments, and group insurance eligibility.

8. **EVALUATION.** The evaluation of the Food Service Director shall be the responsibility of Carroll. If concerns arise from Ar-We-Va regarding the performance of the shared Food Service Director, such concerns shall be addressed directly with the individual Food Service Director in order to be resolved. If concerns cannot be resolved by such means, the Carroll Superintendent shall be contacted to schedule a meeting with the Ar-We-Va Superintendent and the Food Service Director to reach an agreeable resolution to the matter.

9. **ADDITIONAL RESPONSIBILITIES OF AR-WE-VA:** Ar-We-Va shall pay for all supplies, equipment, and other resources for the shared Food Service Director in order to accomplish the goals and directives of the Ar-We-Va food service program.

10. **AMENDMENT.** This Agreement is not subject to amendment except in writing and with the approval of the Board of Directors of both districts.
11. **OTHER MATTERS.** Any issues or disputes that may arise throughout the term(s) of this Agreement shall be directly communicated between designated representatives of Carroll and Ar-We-Va in order to best solve the matter in the best interests of both parties. If a resolution to a dispute cannot be reached, both parties may mutually terminate the Agreement upon thirty (30) days notice.

**IN WITNESS WHEREOF**, said parties on behalf of the school corporation, have signed and countersigned this Agreement pursuant to authority duly granted by their respective Boards of Directors.

**AR-WE-VA COMMUNITY SCHOOL DISTRICT**

By ____________________________________________  
President  
Date ____________________________

ATTEST:

By ____________________________________________  
Board Secretary  
Date ____________________________

**CARROLL COMMUNITY SCHOOL DISTRICT**

By ____________________________________________  
President  
Date ____________________________

ATTEST:

By ____________________________________________  
Board Secretary  
Date ____________________________