

**SHARING AGREEMENT BETWEEN  
EARLHAM COMMUNITY SCHOOL DISTRICT  
AND  
THE CITY OF EARLHAM**

NOW THEREFORE, this agreement is entered into pursuant to Chapter 28E of the Iowa code. The purpose of this agreement is to provide for the City of Earlham and the Earlham Community School District to share operational employees in the area of School Resource Officer. The City of Earlham shall be the administrator of this agreement. No property shall be acquired under the terms of this agreement except for supplies consumed by the program.

WHEREAS, the City Of Earlham and the Earlham Community School District (hereafter referred to as ECSD) have the responsibility of employing personnel in the area of School Resource Officer (hereafter referred to as SRO) in the respective school district and the City of Earlham

WHEREAS, the City of Earlham and ECSD are desirous of cooperating in efforts to provide such services and in an effort to follow the state policy of encouraging economical and efficient operation of the city and school district, the parties desire to co-enter into a program whereby the City of Earlham and ECSD will share in the employment of personnel in the area of SRO.

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

1. This agreement shall be specifically limited to the position of SRO and will not extend to any exchange of other personnel between the districts.
2. This agreement shall be a one-year, renewable contract, commencing on July 1, 2023, and ending on June 30, 2024.
3. This agreement shall automatically renew for an additional year until either party shall notify the other, in writing, by March 1 of any year their desire to terminate the agreement on the next June 30.
4. The City of Earlham will hold the employment contract for the aforementioned position for budgetary and other state reporting purposes.
5. ECSD will pay an amount equal to half of the annual salary of the annual employment expenses for the specified position for the 2023-2024 school year. Each employment contract will specify the annual allocation of time for each district set forth as full time equivalency. (Flexibility in the actual hours worked in each district may be necessary in order for the efficient operation of services.) If either party desires less than a 50/50 agreement, notification must be made, in writing, by March 1 of any year their desire to change the agreement of the next June 30.
6. BOARD AUTHORITY. Nothing contained in the Agreement shall be construed as a delegation of authority by the Earlham City Council or School Board of ECSD of the powers and responsibilities conferred upon the said Board of Directors by the State of Iowa, as the same may be hereinafter amended.
7. PROVISIONS/LEGALITY. In the event that any provision of this agreement is deemed to be unenforceable or illegal, the remaining provisions of the Agreement shall remain in full force and effect between the parties hereto.
8. MODIFICATION OF AGREEMENT. This Agreement may not be modified except in writing by the parties hereto, consent of the parties being signified by the signatures of the respective president of the Earlham School Board and the president of the Earlham City Council.

WITNESSETH WHEREOF, the parties have set their respective hand:

THE CITY OF EARLHAM

BY \_\_\_\_\_ Date \_\_\_\_\_  
Council President

EARLHAM COMMUNITY SCHOOL DISTRICT

BY \_\_\_\_\_ Date \_\_\_\_\_  
Board President