

**GUTHRIE CENTER COMMUNITY SCHOOL DISTRICT**  
**&**  
**ADAIR-CASEY COMMUNITY SCHOOL DISTRICT**  
**ACTIVITY SHARING AGREEMENT**

COME NOW the Guthrie Center Community School District, hereinafter Guthrie Center, and the Adair-Casey Community School District, hereinafter Adair-Casey, and for their Activity Sharing Agreement pursuant to Iowa Code section 280.13A state:

**TERM.** This Agreement shall be effective July 1, 2021 and shall continue for five years, including school years 2021-22 through 2025-26 unless earlier terminated by mutual agreement of the Parties. This Agreement will automatically continue thereafter for additional one-year terms unless either Party delivers written notice to the other eighteen months prior to July 1, 2026 or any subsequent anniversary date communicating that it wishes to terminate the Agreement. This agreement will also automatically end in the event that the Districts successfully vote to reorganize.

**STUDENTS AND SERVICES INVOLVED.** This Agreement is intended to continue a total sharing of activity/athletic programs between the two School Districts in grades 7-12 beginning July 1, 2021. These activity/athletic shared programs are intended to include all school sponsored athletic and fine arts activities. Guthrie Center will serve as the host school for administering and operating High School (grade 9-12) activities and its Athletic Director and other Administrators will run these programs on a daily basis. Adair-Casey will serve as the host school for administering and operating Junior High (grades 7-8) activities and its Athletic Director and other Administrators will run these programs on a daily basis. Adair-Casey Administrators will assist in supervising such programs if Adair-Casey facilities are used for 9-12 activities and may assist at other locations and Guthrie Center Administrators will assist with supervising 7-8 activities similarly. Each District's 7-12 grade students will have full opportunity to participate in all shared activities.

**LOCATION OF ACTIVITIES.** Guthrie Center will designate sites for athletic and activity contests and practices for the high school grades. Adair-Casey will designate sites for athletic and activity contests and practices for the junior high grades.

Guthrie Center and Adair-Casey will jointly participate as a member of the West Central Activities Conference.

**FINANCIAL RESPONSIBILITY.** The ongoing net costs (after crediting revenue from gate receipts as referenced below) associated with the shared activities shall be cost shared on a pro rata basis. Such proration shall be based upon the total student population of each District in

grades 7-12 as determined by the certified enrollment (October count) of the applicable year and Winter SRI (for the second half of the year) with the total divided by two (2). Each District's student population divided by the sum of the two Districts shall constitute the percentage proration for the year in question. Costs to be shared under the activity sharing agreement include those costs associated specifically with running the shared activity/athletic programs to include coaching/sponsor salaries and payroll taxes, officials expense, equipment, supplies, entry fees, event workers and the expense of game/contest transportation and activity shuttles.

Guthrie Center will receive and account for any and all gate receipts for 9-12 activities and activity ticket receipts purchased in Guthrie Center. Adair-Casey will receive and account for any and all gate receipts for 7-8 activities and activity tickets purchased at Adair-Casey. Gate receipts and activity ticket receipts will be utilized as an offset against the expenses of the 9-12 and 7-8 activities. At the end of each year or more often by mutual agreement, each District will calculate the net cost of running the activity program after crediting gate receipts and for the high school grades crediting also the activity ticket sales revenue, and inform the partner District of its share. Payments will be due no later than August 31. Each District will be responsible for the sale of concessions at its site. Each District may retain the income or assume the loss resulting from concession sales at its site.

At the end of each year, if either Party deems the financial aspects of this Agreement to be inequitable, it can request renegotiation of the financial provisions for the ensuing year. If the initial renegotiation fails to result in mutual agreement and potential amendment of the Agreement, the provisions of this Agreement relating to the Liaison Committee and Arbitration may be utilized.

**STAFFING.** Guthrie Center will be responsible for staffing for the shared activity/athletic programs in grades 9-12 absent mutual agreement to the contrary and Adair-Casey will be responsible for staffing the shared activity/athletic programs in grades 7-8 absent mutual agreement to the contrary. Administration of both Districts may make recommendations for hire to the Board with hiring responsibility. New vacancies will be posted in both Districts for a minimum of ten days. All internal applicants will be interviewed for the position. However, this does not limit the Districts' ability to advertise and recruit other applicants.

Each District will be responsible for evaluating coaches and sponsors under contract for that District with the opportunity for consultation from the other District.

**ELIGIBILITY AND JURISDICTION.** Students in the shared grades will be subject to the regulations and sanctions developed by Guthrie Center in grades 9-12 and Adair-Casey in grades 7-8 regarding participation in and eligibility for activities and athletics. Guthrie Center will hear and decide any student cases relating to good conduct rules/eligibility for students in grades 9-12 and Adair-Casey will do the same for students in grades 7-8.

**UNIFORMS, EQUIPMENT AND PURCHASING.** The Districts will attempt to put existing uniforms and equipment to good use in the shared program. Uniforms and equipment owned by each of the respective Districts upon the effective date of this Agreement will be properly marked to indicate original ownership. An inventory will be maintained by Administration. Upon termination of the Agreement, uniforms and equipment utilized in the joint athletic program will be returned to the District of original ownership.

Purchasing of equipment or uniforms for the shared program in grades 9-12 will be arranged by Guthrie Center and for grades 7-8 will be arranged by Adair-Casey. Each District shall be responsible for its share of necessary purchases based on the proration percentage as referenced earlier in effect in the year of purchase. For all purchases over \$5,000, the purchasing District shall consult with its sharing partner District prior to such expenditure.

Upon termination of this Agreement, equipment and uniforms purchased during the term of this Agreement will be retained by the District in possession and the other District will be reimbursed by the District in possession for its share of the depreciated value of such item according to the applicable proration formula in effect during the year of purchase. (Example: High school football helmets purchased July 1, 2021 for \$5000. Termination of Agreement on June 30, 2023. Agreed or appraised depreciated value of helmets on June 30, 2021 = \$2500. Prorated student count for year of purchase, 2021-22 equals 65% Guthrie Center and 35% Adair-Casey. Guthrie Center reimburses Adair-Casey for 35% X \$2500 = \$875.)

**LIAISON COMMITTEE.** A standing Liaison Committee will be formed by the two School Districts for the purpose of discussing issues arising out of this Agreement. The Liaison Committee will consist of two Board Members from each District appointed for annual terms at the respective organizational meetings and the Superintendent of each District. The Liaison Committee will meet as needed and will make recommendations to the two Boards on issues arising out of the interpretation and operation of this Agreement.

**TRANSPORTATION.** Guthrie Center will be ultimately responsible to plan for or arrange for student transportation relating to activities for the shared program in grades 9-12. Adair-Casey will be ultimately responsible to plan for or arrange for student transportation relating to activities for the shared program in grades 7-8. The Districts will attempt to cooperate in providing transportation to account for participant convenience and direction of travel. It is expected that for activities during the school year that Guthrie Center will transport students to activities in grades 9-12 and Adair-Casey will do the same in grades 7-8.

**ARBITRATION.** In the event that the Parties are unable to agree as to the interpretation or operation of this Agreement after utilization of the Liaison Committee, a dispute may be submitted to arbitration and will be decided by a single arbitrator appointed by the Chief Administrator of Heartland AEA and knowledgeable in Iowa School District matters. In the

event that the Chief Administrator of Heartland AEA is unable or unwilling to appoint an arbitrator, the Parties will request that the Executive Director of the Iowa Association of School Boards make the appointment.

**JOINT BOARD MEETINGS.** The Parties shall meet jointly as needed.

**AMENDMENT.** This Agreement shall be amended by mutual consent of the Parties through formal action of each Board at an open public Board meeting after the item is properly placed on the agenda pursuant to Chapter 21, Code of Iowa.

**CALENDAR AND HOURS OF OPERATION.** The Parties will strive to coordinate calendars and hours of operation.

**SEPARABILITY.** Should a court or agency of competent jurisdiction declare any paragraph or provision of this Agreement illegal, then that paragraph or provision shall be deleted from this Agreement to the extent that it violates the law. Such deletion shall not affect any other paragraph or provision of this Agreement. Should the Parties deem it advisable, they may mutually agree to enter into negotiations to replace the invalid provision.

**IN COMMEMORATION OF THIS AGREEMENT, THE PRESIDENTS  
AND SECRETARIES OF THE RESPECTIVE BOARDS OF  
DIRECTORS SIGN ON THE DATES SET FORTH BELOW:**

**GUTHRIE CENTER COMMUNITY SCHOOL DISTRICT**

  
\_\_\_\_\_  
President, Board of Directors, Guthrie Center CSD


8/26/20  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors, Guthrie Center CSD

\_\_\_\_\_  
Date

**ADAIR-CASEY COMMUNITY SCHOOL DISTRICT**

  
\_\_\_\_\_  
President, Board of Directors, Adair-Casey CSD

9-1-20  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors, Adair-Casey CSD

8/25/2020  
\_\_\_\_\_  
Date

