

## INTERLOCAL COOPERATION ACT AGREEMENT

**THIS AGREEMENT** is made and entered into as of this 11th day of April, 2016, by and between the undersigned School Districts, Educational Service Units or other Educational Institutions, all being bodies politic and corporate.

### WITNESSETH:

**WHEREAS**, the Parties hereto desire to enter into an Agreement pursuant to the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. 13-801 et seq. (Reissue 1997), as now existing or hereinafter amended, and other laws, to establish, maintain, and operate a FCS Program ("Program") for students of Ravenna Public Schools, as applicable by, through and as a part of this arrangement; and,

**WHEREAS**, the members have agreed to cooperatively provide such Program, and desire to reduce the terms and conditions of such Agreement to writing;

**NOW THEREFORE**, in consideration of the foregoing recitals and the terms and conditions hereinafter set forth, the Parties covenant and agree as follows:

1. **INTERLOCAL AGREEMENT.** The parties hereto agree, under Neb. Rev. Stat. 13-801, et seq. (Reissue 1997), and other Nebraska Laws to create and provide the Program as set forth herein, for use by the Partners or others as agreed. The Program shall be managed and controlled in accordance with the terms of this Agreement. As deemed necessary and appropriate, the governing body of each Member, hereinafter referred to as the "Member Governing Body" shall approve this Agreement by resolution, and provide a copy to each Member.

2. **GOVERNANCE AND PROGRAM ADMINISTRATION.** The Members agree that Jeff Anderson, whose office and business is at 606 4<sup>th</sup> St., Fullerton, Nebraska, in addition to being a Partner, shall also be the program Administrator ("Administrator") or Managing Agent ("Managing Agent"). The Administrator shall perform such duties as provided in this Agreement or as assigned and agreed to from time to time.

The Administrator shall have the following duties and in the performance thereof, shall seek input and advice from the Members:

1. To develop policy and procedural recommendations for the Program, including, but not limited to capacity, eligibility criteria, structure, and content, etc;
2. To administer, obtain and complete any required governmental approvals or contractual Agreement in order to conduct the Program; and,
3. To establish and make member assessment and billing to fund the program budget, and to perform such other and further administrative or management functions as necessary or appropriate to transact all business of the

Partnership under this Agreement or as agreed to and assigned from time to time.

The undersigned signatory for each Member represents and warrants that each Partner's Governing Body has agreed to and shall make all payments, and pay all costs, fees, bills, assessments, and expenses for services rendered, or as otherwise required by this Agreement to the Administrator.

3. **DURATION.** The term of this Agreement shall commence on the date the Agreement is entered into as shown above, and shall continue for a period of one (1) year through the 2016-17 school year, and shall end by mutual agreement of the Parties on June 1, 2017; provided, however, the term of this Agreement may be extended by further Member agreement. This Agreement shall be effective for all Members who have executed this instrument or a counterpart thereof.

4. **LOCATION & STAFFING OF THE PROGRAM, ETC.** The Program shall be located and staffed as determined by the Administrator. Certificated and other staff employed for the Program shall be compensated according to the negotiated agreement of the Managing District, employing Member or as otherwise determined and agreed. Unless otherwise agreed, the Administrator or Managing District shall set up, administer the Program, provide the staff, and shall adopt a plan for other necessary items, supplies and equipment for the Program.

5. **PROGRAM PAYMENT.** Unless otherwise agreed, Ravenna Public Schools shall pay Fullerton Public Schools for the 2016-17 school year as follows: **\$250.00** per student, per semester. First payment of **\$250.00** per student due on December 1, 2016. Second payment of **\$250.00** per student due on April 15, 2017. Additional billable fees, due and payable at the conclusion of each academic term shall be limited to substitute teacher fees at \$110 per day/\$55 per half-day for a maximum of 10 days throughout the contract period and mileage reimbursement at the rate of 54¢ per mile, payable to either Fullerton Public Schools or to the teacher contracted by Fullerton Public Schools for travel to/from Ravenna Public Schools for on-site classroom visits or conferences.

6. **EXPANSION OR DECREASE OF MEMBERSHIP.** Participation in the partnership, any expansion of services to other districts shall be at the discretion of and determined by the Administrator. Any expansion or decrease in membership shall be according to a Member approved plan. Any new Partner shall also be bound by all terms and conditions of this Agreement.

7. **AMENDMENT OF AGREEMENT.** Unless otherwise provided herein, the Agreement may only be amended during the term of this agreement by mutual consent of the Partners.

8. **GOVERNING LAW.** The Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

9. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall be one and the same instrument.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Fullerton Public School  
(Managing District Name)

\_\_\_\_\_  
Ravenna Public School  
(Member Name)

By:\_\_\_\_\_  
Authorized Official

By:\_\_\_\_\_  
Authorized Official

## RESOLUTION

A motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ that \_\_\_\_\_ Public School District enter into an interlocal partnership agreement in the form attached hereto with other school districts and educational institutions which program will provide substantial benefits for the instruction of students or other substantial benefits for this institution; and does hereby approve the interlocal agreement which is attached to this motion and resolution, agrees that it will be bound thereby, and directs \_\_\_\_\_, as an authorized official, to sign, execute and deliver the agreement on behalf of the undersigned school district or educational institution. After discussion, the following Governing Body Members voted for the motion and resolution: \_\_\_\_\_; the following Governing Body Members voted against the same: \_\_\_\_\_; the following Governing Body Members were absent or not voting: \_\_\_\_\_. This motion and resolution was duly adopted at a meeting of the Governing Body on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, which meeting was duly called and held in compliance with the public meeting law and at which a quorum was present.

## CERTIFICATION

The undersigned, being an authorized official of the educational agency which adopted the above motion and resolution, hereby certifies that the same is accurate and is a true and accurate copy as contained in the official records and minutes of such educational agency.

\_\_\_\_\_  
(School District or Member Name)

By: \_\_\_\_\_  
Authorized Official