

INTERLOCAL AGREEMENT TO SHARE INDUSTRIAL TECHNOLOGY TEACHER

This agreement is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827, by **Furnas County School District 33-0018**, commonly known as **Arapahoe-Holbrook Public Schools** (referred to herein as "Arapahoe"); and **Furnas County School District 33-0021**, commonly known as **Cambridge Public Schools** (referred to herein as "Cambridge").

WHEREAS, the Parties are political subdivisions of the State of Nebraska and desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Parties;

WHEREAS, the Parties have passed resolutions authorizing each party to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. No Separate Legal Entity. This Agreement does not establish a separate legal or joint entity.

2. Purposes. The purposes of this agreement are:

- A.** To permit the school districts to make the most efficient use of their powers and resources by sharing the services of a Industrial Technology Teacher ("Teacher") who will provide services on a .50 full-time Equivalent (FTE) basis to Cambridge and on a .50 FTE basis to Arapahoe.
- B.** To enhance the ability of the school districts to attract and maintain a qualified Teacher by ensuring that the Teacher will have full-time employment;
- C.** To facilitate the school districts' use of a Teacher on a shared basis by providing for the scheduling of the Teacher's time in a coherent and efficient manner; and

- D.** To enhance the school districts' curricular and extracurricular offerings and programs, and to make increased educational opportunities available to the students of both school districts.

3. Term. This Agreement shall have a duration of one year, commencing with the 2023-24 school year, which shall begin on or about **August 1, 2023**, and end on or about **July 31, 2024**. Subsequently, this Agreement shall automatically renew from year to year for an additional one-year term unless one of the parties gives written notice to the others on or before **March 1st** of its intention to terminate it at the conclusion of the then-current contract term. The parties may by mutual agreement terminate this agreement at any time prior to July 31, 2024.

4. Administration. Arapahoe's Superintendent and Cambridge's Superintendent ("Administrators") shall be responsible for jointly administering the cooperative undertaking described in this Agreement. The Administrators may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

5. Nature of the Teacher's Employment. Arapahoe shall employ an Industrial Technology Teacher who is certificated and endorsed by the Nebraska Department of Education in Skilled & Tech Sciences Field. This Teacher will be hired by Arapahoe pursuant to its policies and practices. Arapahoe shall be responsible for paying the Teacher's yearly salary and benefits according to the collective bargaining agreement between the Arapahoe Board of Education and the Arapahoe Education Association. Arapahoe agrees to provide the services of the Teacher to Cambridge on a .5 FTE basis. For the purposes of this Agreement, the Teacher shall be an employee of Arapahoe Public Schools and will not be an employee of Cambridge or a "joint employee" of Arapahoe and Cambridge for any purpose.

6. Sharing of Services Provided by Teacher. The Teacher shall provide teaching services to both school districts. The type of services to be provided by the Teacher to Cambridge shall be the same as those which are described in the Teacher's contract and/or job description with Arapahoe. The parties agree that to the extent practicable, the Teacher will on a weekly basis spend approximately 50% of his or her working time at Cambridge tending to its affairs and approximately 50% of his or her working time at Arapahoe tending to its affairs. Generally, the Teacher will spend four(4) hours per day in Arapahoe and four(4) hours per day in Cambridge.

Cambridge and Arapahoe will cooperate in the scheduling of the Teacher so as to make it possible for the Teacher to perform services at both schools without conflict or, when conflict is unavoidable, in a manner that will minimize the conflict. The parties acknowledge and understand that in some cases special circumstances (holidays, conferences, training, testing, and/or other special circumstances) will require that the Teacher devote more time to the affairs of one of the parties to this Agreement than to the other during the course of a given week or weeks. The parties agree that in such cases, the schedule of the Teacher in the succeeding week or weeks shall be adjusted so that, for the 2023-24 school year, the amount of time spent by the Teacher in dealing with the affairs of each of the parties hereto shall be substantially equivalent to the 50/50% split. Schedule changes shall be arranged by e-mails between the school district's superintendents. If the movement of days should impact the days billed, the parties must have a written (e-mail) agreement detailing the change of days and billing amount approved by both the Superintendent of Arapahoe and Cambridge prior to the change occurring. Every reasonable effort will be made to swap days if necessary to equitably allocate benefit time (professional days, personal days and/or sick days, etc.) between the two school districts on the agreed upon split.

7. Teacher's Salary and Fringe Benefits. Arapahoe will pay the Teacher's salary for the 2023-24 school year pursuant to the terms of a Teacher's Contract. The parties agree that, for the 2023-24 school year, Arapahoe has established the amount of the Teacher's salary at \$64,930. Arapahoe shall also provide the Teacher with those additional fringe benefits specified in the Teacher's Contract or required by any applicable collective bargaining agreement or law.

8. Payment to Arapahoe by Cambridge. Cambridge shall make the following payments to Arapahoe:

- A.** An amount equal to 50% of the Teacher's annual salary as set forth in paragraph 7 above.
- B.** An amount equal to 50% of all expenses incurred by Arapahoe for worker's compensation premiums, FICA, FUTA, and retirement (NPERS), as a consequence of the Teacher's employment by Arapahoe.
- C.** An amount equal to 50% of the cost of fringe benefits specified in the Teacher's Contract with Arapahoe or as required by any applicable collective bargaining agreement (which includes, but is not necessarily limited to, Arapahoe's share of premiums for group health, dental and life insurance, the District's share of the

cost for 403(b) and a flexible spending account if they choose to participate in these benefits).

- D.** The parties shall share equally any costs for professional development expense (training), travel and/or mileage, and dues as agreed between the parties.

Arapahoe shall bill Cambridge on a monthly basis for all payments pursuant to this paragraph beginning in September 2023 and ending in August 2024. The first 11 payments shall be Cambridge's share (50%) times the monthly cost of all amounts listed above. The amount billed is due on the 1st of each month and should be paid no later than the 20th of each month. All payments due under this Agreement shall be reconciled in August to account for any discrepancies in the amount of services actually rendered by the Teacher to Cambridge, whether above or below the anticipated 50/50 split. Arapahoe shall include all necessary adjustments caused by prior overpayment or underpayment in the final billing statement.

9. Teacher Not a Third-Party Beneficiary. This agreement does not create any enforceable rights in favor of the Teacher and she is not a third-party beneficiary of the agreement.

10. No Joint Employment. This agreement does not make the parties joint employers of the Teacher for purposes of liability, Workers' Compensation, unemployment compensation, or any other purpose.

11. Management, Evaluation, Discipline and Discharge. Arapahoe shall have the right to manage, evaluate, discipline, and discharge the Teacher in a manner consistent with its employment contract, and as otherwise provided by law. The Cambridge Superintendent shall have the right to direct the Teacher in his or her work with respect to the services he or she performs for Cambridge. Arapahoe shall evaluate the Teacher's as required by law and school policy, provided that it shall consider the positive and negative feedback, if any, of the Cambridge Superintendent or other representatives in preparing the Teacher's evaluation. Cambridge's Superintendent shall conduct at least one evaluation of the Teacher and coordinate in the Teacher's annual review with the Arapahoe Superintendent.

12. Provision of Classroom, Books, and Instruments. Each party shall provide such supplies and equipment as are necessary for the Teacher's performance of services at its respective premises. Each school district will make a classroom or workspace available for Teacher's instruction of its students.

13. **Termination During Term of Agreement.** Either party may terminate this agreement during its term if the Teacher serving at its commencement:

- A. Submits a resignation with an effective date prior to the end of the term of the agreement, and the Arapahoe Board of Education accepts the resignation.
- B. Dies prior to the end of the school year;
- C. Is discharged by the Arapahoe Board of Education prior to the end of the school year before all duties are fulfilled.

14. **Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Parties do not anticipate a need to acquire, hold, or dispose of real or personal property to accomplish the purposes of this Agreement. The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real or personal property in the event that such a need arises.

15. **Financing and Budgeting.** Each party will budget separately to pay the costs and expenses that it will reasonably and necessarily incur to fulfill its obligations under this agreement.

16. **Taxes.** This Agreement does not grant the school districts any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 13-2816.

17. **Liability Insurance.** Each party shall obtain and pay for its own liability insurance coverage for their participation in this Agreement.

18. **Indemnification.** To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

19. **Disposal of Property upon Termination.** The parties do not contemplate that this agreement will require the acquisition of any jointly held property. However, if it becomes necessary to dispose of property held jointly under this Agreement, it shall be divided and distributed as agreed between the school districts upon termination of this Agreement. If a dispute arises as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and

selling said property to the highest bidder with the proceeds therefrom being distributed equally to the school districts.

20. **Nondiscrimination.** The school districts shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

21. **Employment Eligibility Verification.** The school districts shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a school district employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

22. **Review of Agreement.** Each party shall review the effectiveness of this agreement at least annually.

23. **Notice.** A school district giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail (to the respective Superintendents, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

Arapahoe: Arapahoe-Holbrook Public Schools
 Attn: Superintendent
 610 Walnut Street
 Arapahoe, NE 68922

Cambridge: Cambridge Public Schools
 Attn: Superintendent
 1003 Nelson Street
 Cambridge, NE 69022

Notice is effective only if the party giving the Notice has complied with this section.

24. **Amendment and/or Extension of Agreement.** The school districts may amend or extend this agreement. Any such amendment or

extension shall require the approval of both boards of education and shall be in writing.

25. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

26. **Counterparts.** The school districts may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the school districts need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other school district to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each school district to the other. In proving this Agreement, a school district must produce or account only for the executed counterpart of the school district to be charged.

27. **Assignment.** The school district shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other party.

28. **Reservation of Rights.** Each party reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

29. **Entirety of Agreement.** This agreement contains the school districts' entire agreement. It fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof.

CAMBRIDGE PUBLIC SCHOOLS

Amy Sines, Board President

Date: _____, 2023

ARAPAHOE-HOLBROOK PUBLIC SCHOOLS

Dan Warner, Board President

Date: _____, 2023