

INTERLOCAL AGREEMENT TO SHARE SCHOOL PSYCHOLOGIST

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 **Washington County School District No. 89-0003**, commonly known as **Fort Calhoun Community Schools** (referred to herein as "Fort Calhoun"); and **Washington County School District No. 89-0024**, commonly known as **Arlington Public Schools** (referred to herein as "Arlington").

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 School Psychologist who will provide services on a .40 Full-time Equivalent (FTE) basis to Arlington and on a .60 FTE basis to Fort Calhoun.

B. To enhance the ability of the school districts to attract and maintain a qualified School Psychologist by ensuring that the School Psychologist will have full-time employment;

C. To facilitate the school districts' use of a School Psychologist of schools on a shared basis by providing for the scheduling of the School Psychologist's time in a coherent and efficient manner.

3. Term. This Agreement shall have a duration of one year, commencing with the 2016-17 school year, which shall begin on **September**

1, 2016 and end on **August 31, 2017**. 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 August 31, 2017.

4. Administration. Fort Calhoun's Superintendent and Arlington'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 School Psychologist's Employment. Fort Calhoun has entered into a written agreement with the School Psychologist whereby she is employed to provide services on a full-time basis (187 school days plus six (6) extended contract days) during the 2016-17 school year (attached hereto as **Exhibit "A"**). Fort Calhoun agrees to provide the services of the School Psychologist to Arlington on a part-time basis. For the purposes of this Agreement, the School Psychologist shall be an employee of Fort Calhoun Public Schools and will not be an employee of Arlington or a "joint employee" of Fort Calhoun and Arlington for any purpose.

6. Sharing of Services Provided by School Psychologist. The School Psychologist shall school psychological services to both school districts. The type of services to be provided by the School Psychologist to Arlington shall be the same as those which are described in the School Psychologist's contract and/or job description with Fort Calhoun. The parties agree that to the extent practicable, the School Psychologist will on a weekly basis spend approximately 40% of his or her working time at Arlington tending to its affairs and approximately 60% of his or her working time at Fort Calhoun tending to its affairs. Generally, the School Psychologist will spend Monday, Wednesday, and Friday in Fort Calhoun and Tuesday and Thursday in Arlington. Arlington and Fort Calhoun will cooperate in the scheduling of the School Psychologist so as to make it possible for the School Psychologist 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 School Psychologist 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 School Psychologist in the succeeding week or weeks shall be adjusted so that, for the 2016-2017 school year, the

amount of time spent by the School Psychologist in dealing with the affairs of each of the parties hereto shall be substantially equivalent to the 60/40% 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 Fort Calhoun and Arlington 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 entities on the agreed upon split.

7. School Psychologist's Salary and Fringe Benefits. Fort Calhoun will pay the School Psychologist's salary for the 2016-2017 school year pursuant to the terms of the School Psychologist's Contract (Exhibit A). The parties agree that, for the 2016-17 school year, Fort Calhoun has established the amount of the School Psychologist's salary at \$53,377.40. Fort Calhoun shall also provide the School Psychologist with those additional fringe benefits specified in the School Psychologist's Contract or required by any applicable collective bargaining agreement.

8. Payment to Fort Calhoun by Arlington. Arlington shall make the following payments to Fort Calhoun:

- A.** An amount equal to 40% of the School Psychologist's annual salary as set forth in paragraph 7 above.
- B.** An amount equal to 40% of all expenses incurred by Fort Calhoun for worker's compensation premiums, FICA, FUTA, and retirement (NPERS), as a consequence of the School Psychologist's employment by Fort Calhoun.
- C.** An amount equal to 40% of the cost of fringe benefits specified in the School Psychologist's Contract with Fort Calhoun (Exhibit A) or as required by any applicable collective bargaining agreement (which includes, but is not necessarily limited to, Fort Calhoun'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.** A reasonable amount will be budgeted and paid for professional development expense (training), travel and/or mileage, and dues as agreed between the parties.

Fort Calhoun shall bill Arlington on a monthly basis for all payments pursuant to this paragraph beginning in September 2016 and ending in August 2017. The first 11 payments shall be Arlington's share (40%) 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 15th of each month. All payments due under this Agreement shall be reconciled in July to account for any discrepancies in the amount of services actually rendered by the School Psychologist to Arlington, whether above or below the anticipated 60/40 split. Fort Calhoun shall include all necessary adjustments caused by prior overpayment or underpayment in the final billing statement.

9. School Psychologist Not a Third-Party Beneficiary. This agreement does not create any enforceable rights in favor of the School Psychologist 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 School Psychologist for purposes of liability, Workers' Compensation, unemployment compensation, or any other purpose.

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

12. Termination During Term of Agreement. Either party may terminate this agreement during its term if the School Psychologist serving at its commencement:

- A.** Submits a resignation with an effective date prior to the end of the term of the agreement, and the Fort Calhoun Board of Education accepts the resignation.
- B.** Dies prior to the end of the school year;
- C.** Is discharged by the Fort Calhoun Board of Education prior to the end of the school year.

13. 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.

14. Provision of Supplies. Each party shall provide such supplies and equipment as are necessary for the School Psychologist's performance of services at its school district.

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:

Fort Calhoun: Fort Calhoun Public Schools
Attn: Superintendent
5876 County Road P43
Fort Calhoun, NE 68023-0430

Arlington: Arlington Public Schools
Attn: Superintendent
705 N. 9th Street
Arlington, NE 68002-0580

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.

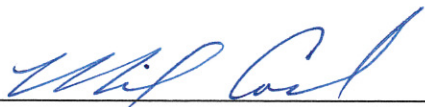
28. Entirety of Agreement. This agreement contains the school districts' entire agreement. It fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof.

ARLINGTON PUBLIC SCHOOLS

_____, Board President

Date: _____, 2016

FORT CALHOUN PUBLIC SCHOOLS



_____, Board President

Date: July 11th, 2016

Appendix A – 2

Benefits:

NPERS (retirement) \$5,272.51

Group Health Insurance (single) \$7,074.00

Group Life Insurance (\$20,000.00) \$ 48.00

403(b) – Not eligible for the District match until year three.

Social Security \$3,309.40

Medicare \$ 773.99

Flexible spending account \$ 0.00

All amounts listed are the annual cost based on the contracted salary and assuming single status for the entire year.