

## INTERLOCAL AGREEMENT TO SHARE OCCUPATIONAL THERAPIST

This agreement is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REB. STA. §§13-801 to 13-827, by Washington County School District No. 89-0024 commonly known as Arlington Public Schools (referred to herein as "Arlington") and Washington County School District No. 89-0003, commonly known as Fort Calhoun Community Schools (herein referred to as Fort Calhoun).

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, populations, 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 district to make the most efficient use of their powers and resources by sharing the services of an Occupational Therapist who will provide services on a .60 FTE basis (112 Days). Fort Calhoun will receive 37 days; Arlington shall receive 75 days or maintain the ability to share the Occupational Therapist with other districts or educational service units within those 75 days.
  - b. To provide consistency in delivery of service;
  - c. To facilitate the school districts' use of an Occupational Therapist on a shared basis by providing for the scheduling of the Occupational Therapist's time in a coherent and efficient manner.
3. **Term.** This Agreement shall have a duration of one year, commencing with the 2025-2026 school year, which shall begin on August 7, 2025 and end on July 31, 2026. 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 1<sup>st</sup> 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 anytime prior to August 31, 2026.

4. **Administration.** Arlington's and Fort Calhoun's Superintendent or their designee, ("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 Occupational Therapist's Employment.** Arlington Public Schools has entered into a written agreement with the Occupational Therapist whereby she is employed to provide services on a .60 FTE basis during the 2025-2026 school year (attached hereto as Exhibit "A"). Arlington agrees to provide the services of the Occupational Therapist to Fort Calhoun on a part-time basis. For the purposes of this Agreement, the Occupational Therapist shall be an employee of Arlington Public Schools and will not be an employee of Fort Calhoun or a "join employee" of Arlington and Fort Calhoun for any purpose.
6. **Sharing of Services Provided by Occupational Therapist.** The Occupational Therapist shall provide Occupational Therapy services to both school districts. The type of services to be provided by the Occupational Therapist to Fort Calhoun shall be the same as those which are described in the Occupational Therapist's contract and/or job description with Arlington. The two districts will work out a schedule reflecting their base days of the service (Fort Calhoun 37, Arlington 75) for the Occupational Therapist prior to schools start in August of 2025.
7. **Occupational Therapist's Salary and Fringe Benefits.** Arlington Public Schools will pay the Occupational Therapist's salary for the 2025-2026 school year pursuant to the terms of the contract (Exhibit A). The parties agree that, for the 2025-2026 school year, Arlington has established the amount of the Occupational Therapist's salary at \$41,082.00. Arlington shall provide the Occupational Therapist with those additional fringe benefits specified in the contract or required by any applicable collective bargaining agreement.
8. **Payment to Arlington by Fort Calhoun.** Fort Calhoun shall make the following payment to Arlington:
  - a. An amount equal to their percentage of days of service, Fort Calhoun 33.33% of the Occupational Therapist's annual salary as set forth in paragraph 7 above.
  - b. An amount equal to their percentage of days of service, Fort Calhoun 33.33% of all expenses incurred by Arlington for FICA and retirement (NPERS), as a consequence of the Occupational Therapist's employment by Arlington.
  - c. An amount equal to their percentage of days of service, Fort Calhoun 33.33% of the cost of fringe benefits specified in the Occupational

Therapist's contract with Arlington (Exhibit A) or as required by any applicable collective bargaining agreement (which includes, but is not limited to, Arlington's share of premiums for group health, dental, long-term and short-term disability, 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 expenses (training), travel and/or mileage, and dues as agreed between the parties.

Arlington shall bill Fort Calhoun monthly for all payment pursuant to this paragraph beginning in September 2025 and ending in August 2026. Fort Calhoun will be billed in 12 monthly installments of \$1794.86, the monthly cost of all amounts listed in sections A, B, and C above. The amount billed is due on the 1<sup>st</sup> of each month and should be paid no later than the 20<sup>th</sup> of each month. Actual expenses incurred in section D above will be split according to the base days and invoiced on a separate invoice in August 2026.

- 9. **Occupational Therapist Not a Third-Party Beneficiary.** This agreement does not create any enforceable right in favor of the Occupational Therapist and she is not a third-party beneficiary of the agreement.
- 10. **No Joint Employment.** The agreement does not make the parties joint employers of the Occupational Therapist for purposes of liability, worker's compensation, unemployment compensation, or any other purpose.
- 11. **Management, Evaluation, Discipline, and Discharge.** Arlington shall have the right to manage, evaluate, discipline, and discharge the Occupational Therapist in a manner consistent with its employment contract, and as otherwise provided by law. The Fort Calhoun Superintendent shall have the right to direct the Occupational Therapist in his or her work with respect to the services he or she performs for Fort Calhoun, respectively. Arlington shall evaluate the OT as required by law and school policy, provided that it shall consider the positive and negative comments, if any, of the Fort Calhoun Superintendent or other representatives in preparing the OT evaluation. Fort Calhoun's Superintendent, or their designee, shall conduct at least one evaluation of the OT and participate in the OT's annual review.
- 12. **Termination of the Agreement.** Either party may terminate this agreement during its term if the OT serving at its commencement:
  - a. Submits a letter of resignation with an effective date prior to the end of the term of the agreement, and the Arlington Board of Education accepts the resignation.
  - b. Dies prior to the end of the school year.

- c. Is discharged by the Arlington 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 OT'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 district any authority to levy, collect, or account for any tax authorized under sections 13-318 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 the 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 action 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, condition, 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 Oct 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:

**Arlington: Arlington Public Schools, 705 N 9<sup>th</sup> Street, Arlington, NE 68002.**

**Fort Calhoun: Fort Calhoun Community Schools, PO Box 430, Fort Calhoun, NE 68023-0430.**

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

24. **Amendment and/or Extension of Agreement.** The districts may amend or extend this agreement. Any such amendment or extension shall require the approval of both board of education and shall be in writing.
25. **Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provision of this Agreement remain in full force, if the essential terms and condition 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 the school district 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 district's entire agreement. It fully supersedes any and all prior agreements or understanding between them pertaining to the subject matter hereof.

Fort Calhoun Public Schools

_____	_____
Board President	Date

Arlington Public Schools

_____	_____
Board President	DateT