

## **COOPERATIVE SERVICES AGREEMENT BETWEEN THE HYDABURG CITY SCHOOL DISTRICT AND THE SOUTHEAST ISLAND SCHOOL DISTRICT**

THIS IS AN AGREEMENT entered into and made effective as of the first day of July 2016, by and between the Southeast Island School District (hereinafter "SISD") and the Hydaburg City School District (hereinafter "HCSD").

WHEREAS, SISD and HCSD each face increased costs and demands on available resources and each continue to seek creative solutions to allow for the provision of a quality education to the students of the respective district; and

WHEREAS, the parties desire to achieve administrative efficiencies in both districts that will result in lower costs and improved services to both districts; and

WHEREAS, the Boards of Education of SISD and HCSD have passed motions authorizing the Southeast Island School District Superintendent and the Hydaburg City School District Board of Education President to enter into and sign a Cooperative Agreement for Fiscal Year (FY) 2017 (July 1, 2016 to June 30, 2017) consistent with the motion on behalf of the District. The Cooperative Agreement would thereafter be presented to the Board as an information item.

WHEREAS, this Agreement is consistent with the motions passed by the Boards of Education.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and other good and valuable consideration, receipt of which is hereby acknowledged, and with intent to be legally bound, the parties hereby covenant and agree as follows:

1. SISD shall provide school administrative services to HCSD for FY 2017 beginning on July 1, 2016 and ending on June 30, 2017 (unless the term of the agreement is extended by the parties as provided for below). In exchange for these services, HCSD shall pay to SISD the amount of \$95,000. This amount shall be paid as follows: four (4) equal payments of \$23,750 made on or before July 20, 2016, October 20, 2016, January 20, 2017, and April 20, 2017. This amount constitutes a good faith estimate by both parties as to the amount of time and effort that will be required to provide administrative services to HCSD during FY 2017. These services include superintendent services, superintendent professional dues, job fairs, legislative visits, vehicle use, AASB meetings, AASA meetings, and the support services SISD staff provide, such as board/administrative support, human resources, payroll, accounts payable and receivable, maintenance recordkeeping, state and federal programs management/grant support, food program management, and maintenance supervision.

2. In addition to the above, HCSD shall pay the following:
  - a. The cost of travel incurred by the SISD Superintendent with regard to meetings, activities, conferences that SISD does not have an interest in attending.
  - b. The cost of such meetings, activities, and conferences incurred by the SISD Superintendent that SISD does not have an interest in attending.
  - c. The cost of contracted services with independent contractors working for HCSD.
3. In addition to the above, effective upon passage of the motions by both HCSD and SISD, SISD is authorized to recruit teachers or a principal as the HCSD School Board dictates. Any offer of employment is subject to approval by the HCSD School Board. SISD will not offer a salary in excess of the amount authorized by the HCSD Board of Education or the negotiated agreement.
4. HCSD and SISD agree to work together and cooperatively to seek Department of Education and Early Development funds and Legislative appropriations that are available or may become available to assist in the establishment of this Cooperative Agreement or the continuation or implementation of same. If any funds are obtained, the parties shall agree as to how the funds will be expended prior to the expenditure of any funds.
5. HCSD and SISD Boards acknowledge and agree that this Cooperative Agreement will be successful only if clear communication is established and only if both sides infuse this Agreement with good faith. To this end, the parties agree to put their best efforts toward establishing appropriate meetings periodically during the term of this agreement and as may be necessary to effectuate the intent of this Agreement.
6. The services provided for above are the minimum services that are provided by this Agreement. The parties, by Addendum, may add additional services if and to the extent they so choose. Any additional services (and the fiscal arrangements for each) must be agreed to in writing by both the SISD Board of Education and the HCSD Board of Education.
7. The Cooperative Agreement may be extended or cancelled by the parties as described below:
  - a. The Cooperative Agreement will expire as of June 30, 2017 on its own terms.
  - b. The Cooperative Agreement may be extended by the parties upon the terms that may be agreed between SISD and HCSD. Both parties agree that consideration and decision as to whether to extend the Cooperative Agreement must occur early in 2017 in order to give both parties the opportunity to prepare for any extension or the expiration of the Agreement. Therefore, if the parties decide to extend the Agreement beyond its expiration date, they must do so on or before the regularly scheduled School board meeting in January 2017. This date may only be extended upon the written agreement of the SISD and HCSD Boards. If the parties do not extend the Agreement, the Agreement will expire on June 30,

2017 subject to the right of cancellation set out below.

- c. The Cooperative Agreement may be cancelled by either party on 45 days written notice. Written notice means the delivery of notice that is supported by action of the Board of Education cancelling the Agreement to the President of the Board of Education of the other District and providing a copy to the Superintendent of SISD. If the Cooperative Agreement is cancelled, the following steps shall be taken:
  - i. Payment for all services provided shall be made by the effective date of cancellation. Administrative services shall be prorated on a monthly (or substantial portion thereof) basis as of the effective date of cancellation.
  - ii. The parties will assist each other in the transition out of the Agreement. Specifically, the Superintendent of SISD shall assist in the transition of information, issues and documentation to HCSD during the period of time between notice of cancellation and the effective date of cancellation.
8. Severability. If any provision of this Agreement, or its application to any person, party or circumstance, is held invalid, the remainder of this Agreement and its application to all other persons, parties and circumstances shall not be affected adversely thereby unless the provision or provisions held invalid or inapplicable will, if not enforced, substantially impair the benefits and fairness of the remaining portions of the Agreement.
9. Copies. This Agreement may be executed in any number of additional original signed copies, and each such copy shall for all purposes be deemed to be an original. All such copies shall together constitute but one and the same instrument.

The undersigned have carefully read this Agreement and understand, accept and agree to all of the provisions contained herein, and intending to be legally bound thereby, have signed this Agreement as their own free act and deed, being fully aware of its final and binding effect.

This Cooperative Agreement is accepted by the Hydaburg City School District:

Natasha Peele, Board President  
Hydaburg City School District

This Cooperative Agreement is accepted by the Southeast Island School District:

Heidi Young, Board President  
Southeast Island School District