

INTERLOCAL AGREEMENT FOR VISION SPECIALIST

This Agreement made and entered into this _____ day of _____, 2015 by and between Collierville Schools Board of Education, a public school district, located at 146 College Street, Collierville, TN 38017 and the following public school districts: Arlington Community Schools Board of Education, Lakeland School System Board of Education, Germantown Municipal Schools Board of Education, and Millington Municipal Schools Board of Education (the “Districts” or the “Boards”) (hereinafter collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, the Tennessee Legislature passed Public Chapter No. 256 of the 2013 Public Acts to amend Title 49 relative to local educational agencies, including Tennessee Code Annotated §49-2-127(b), which authorizes the governing body of a municipality to establish, by ordinance, a municipal board of education in compliance with Tennessee Code Annotated §49-2-201; and

WHEREAS, the Parties were lawfully established by respective local ordinance pursuant to Tennessee Code Annotated §49-2-106 and in compliance with Tennessee Code Annotated §49-2-201; and

WHEREAS, Collierville Schools Board of Education is an entity authorized pursuant to the laws of the State of Tennessee to operate a public school district within Shelby County, Tennessee; and

WHEREAS, the Boards are entities authorized pursuant to the laws of the State of Tennessee to operate public school districts within Shelby County, Tennessee; and

WHEREAS, the Parties commenced instruction beginning with the 2014-2015 school year, have entered into the 2015-2016 school year, and are continuing each year thereafter; and

WHEREAS, pursuant to Tennessee Code Annotated §7-51-908, the Parties are authorized to contract among themselves for matters concerning education; and

WHEREAS, the Parties are in need of a Vision Specialist to serve their present and future needs related to students who have relevant needs under the Individuals with Disability Education Act (the “IDEA”) and/or Section 504 of the Rehabilitation Act of 1973, as amended, and/or who otherwise have such needs; and

WHEREAS, the Collierville Schools Board of Education has employed a Vision Specialist with sufficient qualifications to provide those services to the Boards; and

WHEREAS, the Parties have agreed to enter into this Agreement to effect the purposes stated herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the Collierville Schools Board of Education (the “Provider”) and the Boards agree as follows:

1. Purpose – The purpose of this Agreement is to authorize the Provider to deliver Vision Specialist services to the Districts in exchange for consideration under the following terms and conditions.
2. Designated Representatives – To implement this Agreement, each Party’s Director of Schools shall be designated as that Party’s representative with regard to their respective Districts’ Vision Specialist needs, the budgeting process outlined herein, and all other matters pertaining to those services provided pursuant to this Agreement. Such designees, hereinafter collectively referred to as the “Directors”, shall serve as the point of contact for the Provider, the Provider’s Director, and all Vision Specialist personnel.
3. Services – The Provider shall cause its Vision Specialist personnel to deliver the services outlined on Attachment A to the Districts pursuant to applicable federal, state and local laws, codes, rules and regulations.
4. Oversight– Except as provided otherwise in this Agreement or the attachments and/or addendums hereto, the Provider shall use its own facilities, equipment, personnel, and personnel policies in providing services under this Agreement. Vision Specialist shall be considered an employee of the Provider for all purposes and shall not be under the control or supervision of the Boards or the Directors.
5. Scope and Quality of Services – As part of the annual consultation process outlined in Paragraph 7, the Provider shall coordinate with the Directors so that the Parties may provide input to the Provider about the scope and quality of services provided hereunder and projected future needs. The Provider shall take reasonable care to ensure that Vision Specialist services meet the Directors’ satisfaction; provided, however, that Vision Specialist shall remain subject only to the Provider’s performance review process and personnel policies.
6. Relationship Between the Parties – The relationship between the Boards or the Boards’ Directors and the Provider or the Provider’s Vision Specialist personnel shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement.
7. Annual Consultation – As part of the annual budget process for each municipal school district, there shall be a meeting of the Directors with regard to all interlocal agreements between and among their respective districts, including the instant Agreement, during which meeting the Directors shall consult in good faith regarding the quality of services, scope of services, budget for services, and future service needs provided under each such agreement.

8. Consideration – For and in consideration of the Vision Specialist services listed in Attachment A, the Districts shall pay the Provider a pro rata share of the Providers Vision Specialist’s salary and benefits as follows:
 - a) Apportionment of Vision Specialist Salary and Benefits among Boards – Each Board shall pay the Provider its share of the Vision Specialist’s Salary and Benefits as determined by the Vision Specialist’s daily time reports and each District’s usage of Vision Specialist services. Vision Specialist’s Salary and Benefits will be allocated on a monthly basis to each District based upon the number of hours the Vision Specialist works for the District, at the Hourly Rate set forth on Attachment B, which is attached hereto and incorporated herein by reference. Mileage will be added to each monthly invoice based upon the monthly amounts incurred for work at each District. The Hourly Rate may change annually to reflect changes in the cost of the Vision Specialist to the Provider. Said change will be communicated to the Districts as soon as practicable.
 - b) Good Faith – In the event of a disagreement between the Parties, with regard to the Vision Specialist Salary and Benefits, the Parties agree to work in good faith to reach a mutually agreeable solution. The Parties expressly acknowledge and agree that if, after best efforts to reach such agreement, any Party does not agree on the Vision Specialist Salary and Benefits, such disagreement shall not be considered a breach of this Agreement.
9. Payment – The Provider shall invoice the Boards monthly, with the initial invoice being issued October 1, 2015. All payments shall be remitted within thirty (30) calendar days to Collierville Schools Board of Education, Attention: Chief Financial Officer, 146 College Street, Collierville, TN 38017.
10. Term – The initial term of this Agreement shall commence on July 1, 2015 and continue for one (1) school year until June 30, 2016. The Agreement shall automatically renew for additional one (1) year terms thereafter, unless a Party delivers written notice of intent to terminate to all Parties no later than ninety (90) days prior to the expiration of the then-current term. Termination by one Party, other than the Provider, pursuant to paragraph 11, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties.
11. Termination Without Cause – The Parties shall have the right, upon giving ninety (90) days written notice to all the Parties before expiration of the then-current term, to terminate this Agreement, provided that the effective date of any such termination shall be July 1 following such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties.

12. Termination for Cause – If, through any cause, any Party shall breach a material term of this Agreement by failing to fulfill in a timely and proper manner its obligations under this Agreement or by violating any of the covenants, agreements, or stipulations of this Agreement, the non-breaching party may terminate this Agreement. The non-breaching Party shall provide all Parties with written notice specifying the nature of the breach, and the breaching Party shall have thirty (30) days in which to cure the breach. Should the breaching Party fail to cure the breach, the non-breaching Party shall provide written notice of such failure to cure and such Agreement shall terminate as to that Party no earlier than fourteen (14) days after such notice. Termination by one Party, other than the Provider, pursuant to this paragraph, shall be effective only with regard to that Party; the Agreement shall continue under the same terms and conditions with respect to all other Parties.
13. Conflict – The Provider shall maintain a Vision Specialist calendar available to all Parties to this Agreement and shall take all reasonable steps to avoid scheduling conflicts which would prevent the Provider’s Vision Specialist personnel from attending meetings at the request of a Director. In the event of a scheduling conflict, the Directors affected by such conflict shall inform the Provider so that the Parties may reach a mutually agreeable solution. The Parties mutually covenant with each other that best efforts will be used at all times to provide timely notice of any and all potential conflicts that may affect other Districts’ access to Vision Specialist services.
14. Access to Vision Specialist Services – The Parties acknowledge that Vision Specialist services provided under this Agreement are equally available to all signatories hereto. The Provider agrees that Vision Specialist personnel employed in furtherance of this Agreement shall use best efforts at all times to provide equal access to Vision Specialist services.
15. Liability – Each Party to this Agreement shall be solely responsible for its own actions and the actions of its employees and agents conducted pursuant to this Agreement. The Provider shall offer services to the Parties in an advisory role, and all decision-making authority remains entirely vested in the Districts. The Parties confer no agency or authority, either express or implied, on the Provider for which any third party may rely. Subject to the limitations of the Tennessee Governmental Tort Liability Act and other applicable laws, each party to this Agreement shall hold harmless the Provider, and its members, directors, agents and employees, including Provider’s Vision Specialist personnel, from any and all liabilities arising out of the rendition of services hereunder unless such liabilities arise from the willful and intentional acts of Provider or its members, directors, agents and employees.
16. Governing Law – This Agreement shall be exclusively governed by the laws of the State of Tennessee.

17. Notice – All notices required under this Agreement shall not be effective unless in writing and sent by certified mail to the following:

a) Notices to Arlington Community Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Arlington Community Schools
5475 Airline Road
Arlington, TN 38002

b) Notices to Collierville Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Collierville Schools
146 College Street
Collierville, TN 38017

c) Notices to Lakeland School System Board of Education shall be sent to:

Attn: Superintendent's Office
Lakeland School System
10001 Highway 70
Lakeland, TN 38002

d) Notices to Germantown Municipal Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Germantown Municipal Schools
6685 Poplar Ave., Suite 202
Germantown, TN 38138

e) Notices to Millington Municipal Schools Board of Education shall be sent to:

Attn: Superintendent's Office
Millington Municipal Schools
5020 Second Avenue
Millington, TN 38053

18. Entire Agreement – This Agreement and any attachments included herewith at the time of execution of this Agreement contain the entire agreement between the Parties as to the subject matter herein, and no statements, promises, or inducements made by any party or agent of any party that is not contained in this written Agreement shall be valid or binding.

19. Modifications in Writing – This Agreement may not be amended, enlarged, modified or altered except in writing and signed by all affected Parties.
20. Counterparts – This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
21. Dispute Resolution – Whenever any dispute arises between the Directors and the Provider or the Provider’s Vision Specialist personnel under this Agreement which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by participation in non-binding mediation as soon as feasible. Any Party to this Agreement may participate in the mediation in an attempt to resolve the dispute.
22. Assignment – The rights and obligations of this Agreement are not assignable.
23. Waiver – No waiver of any term of this Agreement will be valid unless in writing and duly approved by all Parties.
24. No Consent to Breach – No consent or waiver, express or implied, by any Party to this Agreement to or of any breach or default by any other Party to this Agreement in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default of the same or any other obligations hereunder. Failure on the part of any Party to this Agreement to complain of any act or failure to act of any other Party to this Agreement, or to declare such Party in default, irrespective of how long such failure continues, shall not constitute a waiver by the non-defaulting party of its rights hereunder.
25. Severability – If any provision of this Agreement is held to be invalid, unlawful, or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such invalid, unlawful, or unenforceable provision had not been a part hereof. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such invalid, unlawful, or unenforceable provision or by its severance therefrom.
26. Headings – The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.
27. Effective Date – This Agreement shall not be binding upon the Parties until it has been properly approved by the legislative bodies of the respective parties and has been signed by the authorized representatives of the Parties. When it has been so approved and signed, this Agreement shall be effective as of July 1, 2015.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the date and year hereof.

Collierville Board of Education

Mark Hansen, Chair

John Aitken, Superintendent

APPROVED AS TO FORM:

Board Attorney

Arlington Board of Education

Kay Williams, Chair

Tammy Mason, Superintendent

APPROVED AS TO FORM:

Board Attorney

Lakeland Board of Education

Kevin Floyd, Chair

Ted Horrell, Superintendent

APPROVED AS TO FORM:

Board Attorney

Millington Board of Education

Donald Holsinger, Chair

David Roper, Superintendent

APPROVED AS TO FORM:

Board Attorney

Germantown Board of Education

Lisa Parker, Chair

Jason Manuel, Superintendent

APPROVED AS TO FORM:

Board Attorney

ATTACHMENT A- SCOPE OF VISION SPECIALIST SERVICES

“Vision Specialist Services” pursuant to this agreement shall include, but not be limited to, the following:

1. Assist and advise the Districts on all matters related to the Districts’ needs for Vision Specialist services for their students who have relevant needs under the Individuals with Disability Education Act (the “IDEA”) and/or Section 504 of the Rehabilitation Act of 1973, as amended, and/or who otherwise have such needs, and prepare reports and make presentations, as requested.
2. Assist and advise the Districts with regard to establishing goals and objectives for the Districts’ Vision Specialist needs.
3. Participate in IEP/504 meetings and assist in the development of student services plans.
4. Assist and advise the Districts with regard to all matters relating to compliance with Vision Specialist objectives, policies, and procedures of the Tennessee Department of Education and state and federal regulations.
5. Monitor compliance with and recommend necessary compliance and/or accountability measures necessary to the Districts under the IDEA and Section 504 of the Rehabilitation Act of 1973, as amended.
6. Develop and maintain databases for state reporting, and revenue and expenditure reporting.
7. Prepare financial analysis and/or reports concerning Vision Specialist funds, subject to review and approval of the Districts.
8. Serve as liaison between the Districts and any third-party vendor of software related to the needs of the Vision Specialist program for the Districts, and coordinate updates, modifications, and technical issues related to such software.
9. Assist and advise Districts with coordination and support of special programs, as requested.
10. Evaluate and make recommendations with regard to procurement of Vision Specialist equipment, supplies, and products.
11. Any other such duties reasonably related to Vision Specialist services as assigned or requested by the Directors.

ATTACHMENT B – HOURLY RATE FOR FY 2015-2016

COLLIERVILLE SHARED SERVICES (for FY 2015-16)

VISION SERVICES

Prepared 9-23-15

		2015-16
VISION SERVICES	Employee Salary	\$70,604.00
	Life Insurance	\$250.00
	OPEB	\$5,000.00
	Social Security	\$4,377.45
	Retirement	\$6,382.60
	Medicare	\$1,023.76
	Total	
Grand Total		\$87,637.81
	1	
Total Salaries		\$70,604.00
Life Insurance	\$250 per emp	\$250.00
Medical Insurance	\$7,128 per emp	\$0.00
OPEB	\$5,000 per emp	\$5,000.00
Social Security	\$.062 of Gross Sal	\$4,377.45
Retirement	\$.0927 of Gross Sal	\$6,382.60
Medicare	\$.0145 of Gross Sal	\$1,023.76
Total Costs		\$87,637.81

Benefits	
Life Insurance	250/person
OPEB	5000/person
Social Security	Salary * .062
Retirement	Salary * .0904
Medicare	Salary * .0145

Total Salary and Benefits \$87,637.81
 Total hours for the year 1,500
 Cost per Hour \$58.43

The Vision Specialist's salary and benefits will be allocated each month to each district based on the number of hours she works at each district, at the hourly rate listed above.

Mileage will be added to each invoice according to the monthly amounts incurred.