

## INTERLOCAL AGREEMENT

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Lakeland Board of Education, a public school district, located at 10001 Highway 70, Lakeland, Tennessee 38002 (“Lakeland”) and the Town of Arlington Board of Education, a public school district, located at 5475 Airline Road, Arlington, Tennessee 38002 (“Arlington”) (hereinafter collectively referred to as the “Parties”).

### WITNESSETH:

**WHEREAS**, the Parties are lawfully established local education agencies created by respective local ordinances pursuant to Tennessee Code Annotated § 49-2-127 and Tennessee Code Annotated § 49-2-201; and

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

**WHEREAS**, the Parties previously entered into that certain “School Board Interlocal Agreement” which became effective March 1, 2014, the purpose of which was to address varying issues pertaining to the education of school-aged children residing within the municipal boundaries of Lakeland (“Lakeland students”), Tennessee; and

**WHEREAS**, Lakeland desires to terminate the aforementioned “School Board Interlocal Agreement” and enter into a new Interlocal Agreement, the purpose of which is to address issues pertaining to the education of certain Lakeland students.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby confirmed, the Parties agree as follows:

1. **Effective Date** – The Effective Date of this Agreement shall be the date upon which both Parties execute this Agreement.
2. **Termination of Prior School Board Interlocal Agreement** -
  - A. In reliance upon Lakeland’s agreement to remit to Arlington an early termination fee pertaining to the March 1, 2014 “School Board Interlocal Agreement,” Arlington agrees to a termination of said Agreement effective the date upon which both parties execute this Agreement. Said termination fee shall be paid as follows: By July 1, 2017 Lakeland shall remit payment to Arlington in the amount of \$99,955.13 and by July 1, 2018 Lakeland shall remit payment to Arlington in the amount of \$99,955.13.

- B. Lakeland’s failure to remit the early termination payments as set forth above by July 1, 2017 and July 1, 2018 shall be considered to be a material breach of this Agreement.
- C. (1) As additional consideration for Arlington’s agreement to an early termination of the March 1, 2014 “School Board Interlocal Agreement” Lakeland agrees that prior to offering employment to other candidates, it will offer interviews to any Arlington teachers who are displaced as a consequence of a decline in Arlington student enrollment which is related to the commencement of operation of a middle school within the Lakeland municipal boundaries provided that said teachers:
  - (a) Have a teacher effective score of three (3) or higher as of the date of their displacement; and
  - (b) Have not been suspended for the twelve (12) months preceding their displacement; and
  - (c) Possess a valid teaching license and endorsement in the area in which a vacancy exists at a Lakeland school.
- (2) Lakeland’s agreement to interview the Arlington teachers as provided in Section C. (1) above is contingent upon Arlington’s agreement to provide Lakeland with a list of said displaced teachers by no later than close of business on February 17, 2017.

3. **Guaranteed Seating** – Beginning on the Effective Date of this Agreement:

- A. Lakeland Students who reside within Shelby County Schools’ attendance zone for Donelson Elementary School as it existed during the 2013-2014 school year shall be guaranteed enrollment in an Arlington school for the remainder of the 2015-2016 school year<sup>1</sup> and during the 2016-2017 school year. Arlington agrees to provide transportation for said students for the remainder of the 2015-2016 school year and during the 2016-2017 school year.
- B. Lakeland Students who are presently enrolled in Arlington schools in the sixth, seventh or eighth grades and Lakeland Students who will be entering grades six, seven or eight during the 2016-2017 school year shall be guaranteed enrollment at an Arlington school for the remainder of the 2015-

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<sup>1</sup> “School Year” shall be defined as the period of July 1 through June 30.

2016 school year and during the 2016-2017 school year. Arlington agrees to provide transportation for said students for the remainder of the 2015-2016 school year and for the 2016-2017 school year.

- C. Lakeland's ninth through twelfth grade students shall be guaranteed enrollment in an Arlington school during the term of this Agreement. Arlington agrees to provide transportation for said students during the term of this Agreement.

4. **Funding** –

- A. In consideration for Arlington's agreement to provide the aforementioned services, Lakeland agrees that Arlington shall receive all federal, state, county and municipal funding for each Lakeland student enrolled in Arlington schools.
- B. By May 1, 2016 Lakeland agrees to pay Arlington \$210,080.00 as consideration for Arlington's education and transportation of Lakeland students for the 2015-2016 school year.
- C. By May 1, 2017 for the 2016-2017 school year and every May 1 of each year of this Agreement, Lakeland agrees to remit to Arlington the amount Lakeland receives from the City of Lakeland for the education and transportation of students divided by the total number of Lakeland students, multiplied by the number of Lakeland students covered by this Agreement who attend schools operated by Arlington. The number of Lakeland students for which Arlington shall be provided this per pupil municipal funding shall be calculated based upon Arlington's Average Daily Membership during the seventh 20-day attendance reporting period. Arlington shall not be entitled to appropriations made by the City of Lakeland to Lakeland for capital expenditures. However, in the event that the City of Lakeland makes appropriations to Lakeland for capital expenditures which are used by Lakeland for non-capital expenditures, Lakeland shall remit to Arlington the per pupil municipal funding that was used for non-capital expenditures multiplied by the number of Lakeland students covered under this Agreement who attend Arlington schools.
- D. Lakeland's failure to remit to Arlington said per pupil municipal funding in the manner provided above shall be considered to be a material breach of this Agreement.

5. **Termination of the Agreement** -

- A. (1) Either party may terminate this Agreement at any time after the conclusion of the second full school year following the first school year that the total Lakeland resident and Arlington resident student enrollment at Arlington High School exceeds Twenty-One Hundred (2100). The enrollment at Arlington High School shall be based on Arlington's Average Daily Membership during the seventh 20-day attendance reporting period. However, the termination of the Agreement shall only become effective if the terminating party provides Notice of Intent to Terminate to the non-terminating party by June 30 immediately preceding two full school years prior to the effective date of the termination of the Agreement.

**Example:** If during the seventh 20-day attendance reporting period of the 2017-18 school year the total Lakeland resident and Arlington resident student enrollment at Arlington High School exceeds Twenty-One Hundred (2100), either Arlington or Lakeland may terminate the Agreement, effective at the **conclusion** of the 2019-20 school year. However, in order for the termination of the Agreement to become effective the terminating party must provide the non-terminating party a Notice of Intent to terminate by June 30, 2018.

- (2) Lakeland may exercise an option to terminate this Agreement at any time after the conclusion of the second full school year following the first school year that the enrollment of non-resident high school students, other than Lakeland non-resident high school students, causes the total student enrollment at Arlington High School to exceed Twenty-One Hundred, Fifty (2150). The enrollment at Arlington High School shall be based on Arlington's Average Daily Membership during the seventh 20-day attendance reporting period. However, the termination of the Agreement shall only become effective if Lakeland provides Arlington Notice of Intent to Terminate by June 30 immediately preceding two full school years prior to the effective date of the termination of the Agreement.

**Example:** If during the seventh 20-day attendance reporting period of the 2017-18 school year the enrollment of non-resident high school students, other than Lakeland non-resident high school students, causes the total student enrollment at Arlington High School to exceed 2150, Lakeland may terminate the Agreement, effective at the **conclusion** of the 2019-20 school year. However, in order for the termination of the Agreement to become

effective Lakeland must provide Arlington with Notice of Intent to terminate by June 30, 2018.

(3) Failure to provide notice in the manner prescribed in Sections 5 A. (1) and (2) above shall constitute a material breach of this Agreement.

B. If Lakeland breaches this Agreement and/or terminates this Agreement:

(1) prior to the conclusion of the second full school year following the first school year during which the total Lakeland resident and Arlington resident student enrollment at Arlington High School exceeds Twenty-One Hundred (2100); or

(2) prior to the conclusion of the second full school year following the first school year that the enrollment of non-resident high school students, other than Lakeland non-resident high school students, causes the total student enrollment at Arlington High School to exceed Twenty-One Hundred, Fifty (2150) students; or

(3) at any time during the life of this Agreement; THEN

Lakeland agrees to pay Arlington an early termination fee. The early termination fee shall be paid as follows:

For a period of twenty-four (24) months following the breach or termination, Lakeland shall remit payment to Arlington the per pupil municipal funding Lakeland received from the City of Lakeland for the school year during which Lakeland breached and/or terminated the Agreement. The number of Lakeland students for which Arlington shall be provided the per pupil municipal funding shall be calculated based on Arlington's Average Daily Membership during the seventh 20-day attendance reporting period of the school year in which the breach or termination occurred.

6. **Entire Agreement** - This Agreement constitutes the entire Agreement between Lakeland and Arlington and supersedes and replaces any previous Agreements between Lakeland and Arlington. No oral promises or representations shall be binding, nor shall this Agreement be modified, except by agreement in writing and executed by both parties.

7. **Severability** – In the event that 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.

**ARLINGTON BOARD OF EDUCATION      LAKELAND BOARD OF EDUCATION**

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**Kay Williams, Chairwoman**

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**Kevin Floyd, Chairman**