

**LYON COUNTY SCHOOL DISTRICT
AND
HEALTHY COMMUNITIES COALITION OF LYON AND STOREY COUNTIES**

COOPERATIVE AGREEMENT

This agreement made this 24th day of March, 2015, by and between the Lyon County School District (hereinafter referred to as "the District") and the Healthy Communities Coalition of Lyon and Storey Counties (hereinafter referred to as "the Coalition"), hereinafter referred to as "Party or Parties," shall govern the use of the District's facilities by the Coalition's staff members in various Coalition projects to provide prevention, intervention, assessment, and referral services to students or staff of the District.

WHEREAS, the Coalition receives funding from various public agencies and other funding sources to provide prevention, intervention, assessment, referral, and related services to students or staff of the District through various Coalition projects, and

WHEREAS, it is to the mutual benefit of the District and the Coalition to cooperate in the projects sponsored by the Coalition which involve Coalition staff members placed in the District's facilities, and

WHEREAS, it is in the best interests of the Parties hereto to plan jointly for the organization, administration, and operation of the projects sponsored by the Coalition which involve Coalition staff members placed in the District's facilities, and

WHEREAS, the federal Family Educational Rights and Privacy Act (FERPA) permits a school district to designate Coalition staff members as school officials with legitimate educational interests for the limited purposes of permitting access to students' educational records, without creating an employer-employee relationship between Lyon County School District and Coalition staff members,

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, it is agreed as follows:

1. The Coalition through its staff members placed in the District shall provide prevention, intervention, assessment, and referral services to students with the goal of increasing school success and improving students' overall health and well-being.
2. The Coalition and the District agree that:
 - a. The District will develop a job description for positions that will be filled by Coalition staff members placed in the District. The Coalition agrees that any applicant considered for hire will satisfy all minimum qualifications set forth in such job descriptions regarding knowledge, skills, abilities, education, and experience.

- b. In its application process, the Coalition shall obtain any necessary consent from the applicant for criminal and general background checks to be conducted by the Coalition and the District. Prior to hire, all Coalition employees, contractors, or agents (hereinafter "Coalition staff members") who perform any function in the District, or who work with students in any fashion, shall undergo a criminal background check at the Coalition's expense. The District shall also conduct criminal and general background checks. The District reserves the right to reject, in its sole discretion, any Coalition staff member proposed for placement in the District pursuant to this Cooperative Agreement based on the proposed staff member's criminal or general background check.
- c. In the event that the Coalition hires any staff member for a position requiring state licensing or certification, such as a social worker, the Coalition will ensure that any such staff member possesses the required license or certification at the time of hire and maintains such license or certification during all periods of time that the staff member is placed in the District.
- d. All Coalition staff members placed in the District will attend any training program offered by the District which the District in its sole discretion deems required under federal or state law or District policy.
- e. Each Party is individually responsible for abiding by the applicable laws and regulations pertaining to the data each has collected regarding clients. Nothing in this Cooperative Agreement shall relieve any Party from abiding by applicable laws, regulations, or policies.
- f. All Coalition staff members agree to comply with the requirements of FERPA (Family Educational Rights and Privacy Act) and its implementing regulations, including but not limited to the following:
 - (1) (a) For the limited purpose of permitting access to students' education records, without the written consent of the parent or eligible student at age 18 or older, by Coalition staff members placed in the District, the District will designate such Coalition staff members as school officials with legitimate educational interests pursuant to FERPA regulations at 34 CFR 99.31(a)(1).
 - (b) The designation by the District of Coalition staff members as school officials with legitimate educational interests is expressly understood by the Parties as necessary to facilitate the work of Coalition staff members within the District's schools but such designation does not constitute a basis for asserting that Coalition staff members are considered officers, agents, contractors, or employees of the District.

- (2) Unless otherwise provided by law, written consent of the parent or eligible student at age 18 or older must be obtained specifically authorizing disclosure of a student's education records to any third party, including but not limited to Coalition partners. The District will prepare and provide FERPA-compliant consent forms.
 - (3) Until the written consent described in paragraph (2) above has been obtained, no Coalition staff member may disclose information from the student's education records to any third party, including but not limited to Coalition partners. Any such disclosure shall be limited to the information for which the parent or eligible student at age 18 or older has provided written consent for disclosure. Coalition partners to whom information contained in education records has been disclosed will be advised of the prohibitions on re-disclosure set forth in the FERPA regulations at 34 CFR 99.33.
 - (4) Any record created by Coalition staff members in the course of their work to provide prevention, intervention, assessment, and referral services to students of the District shall be designed as an education record subject to FERPA and other school officials with legitimate educational interests as designated by the District shall have access to such education records without written consent of the parent or eligible student at age 18.
 - (5) All information or records obtained shall be maintained in a manner that ensures maximum protection of privacy and confidentiality rights.
- g. All Coalition staff members placed in the District will comply with applicable Lyon County School Board of Trustees policies and administrative regulations and standards of employee conduct, including requirements for professional and ethical conduct. All Coalition staff members must sign in and sign out when entering or leaving any school building in the District.
 - h. In the event of conflict between District policy, rule, regulation, practice or procedure regarding standards of employee conduct and any Coalition policy, rule, regulation, practice or procedure regarding standards of employee conduct, the District's policy, rule, regulation, practice or procedure shall control.
 - i. All Coalition staff members placed in the District will comply with applicable federal and state statutes and regulations, including state law under NRS 432B requiring mandatory reporting of suspected child abuse or neglect, and federal and state anti-discrimination laws including but not limited to all laws prohibiting sexual harassment.

- j. Coalition staff members are subject to the authority of the District and the principal or designee of any school where they are placed with respect to the general operation and administration of the school; however, Coalition staff members shall not be considered officers, agents, contractors, or employees of the District.
- k. General supervision of all Coalition staff members placed in the District is the responsibility of the Coalition. Direct supervision of all Coalition staff members placed in the District is the responsibility of the District through its school principals or designees.
- l. The District and the Coalition will collaborate in the evaluation of all Coalition staff members placed in the District. The District school principal(s) or designee(s) will evaluate Coalition staff members on their job performance for duties performed at the school(s), based on the expectations set forth in job descriptions. The Coalition Director or designee(s) will evaluate Coalition staff members on their job performance for duties performed outside the school(s). If an issue, conflict, or dispute arises regarding the initial or continued placement of a Coalition staff member in the District, the dispute resolution provision set forth in paragraph 5 below shall apply.
- m. The District shall make space available for Coalition staff members in the building or buildings specified by the District. Such space shall be safe and appropriate for the provision of services described in this Cooperative Agreement. The District shall ensure that an administrator or designee is on duty in such building at all times when services under this Cooperative Agreement are being provided.
- n. The maximum number of Coalition staff members assigned to a building during any period shall be established by mutual agreement of the Parties and determined by current caseload and space availability.

3. Each Party is an independent entity, responsible for its acts and the acts of its officers, agents, contractors and employees. The Coalition will indemnify and hold harmless the District from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, contractors, and employees, resulting to any person or property by reason of the Coalition's work on the District's premises, provided the same was not caused solely by the negligence of the District.

4. The Coalition shall be required to carry general and professional liability insurance protection in the minimum amount of Two Million Dollars (\$2,000,000.00). The policy shall cover the Coalition and its staff members, whether hired as employees or contractors or through any other arrangement, for their acts, failures to act, or negligence arising out of, or caused by, the activities which

are the subject of this Cooperative Agreement, including coverage for liability arising out of any acts or failures to act in violation of state or federal constitutions or statutes.

5. In the event that any issues, conflicts, or disputes arise with respect to this Cooperative Agreement, the Parties will convene a face-to-face meeting of appropriate supervisory personnel in a good faith attempt to resolve such matters. Nothing contained herein shall be construed as limiting in any way a Party's right to terminate the Cooperative Agreement in the event that the Parties are unable to resolve a dispute.

6. This Cooperative Agreement and the tasks and activities that it addresses may not be assigned, including by any agreement, contract or subcontract, to any other entity except with prior consent of the Parties. Any assignment made without such consent shall be void, and at the option of the non-breaching party, shall be cause for termination in accordance with this Cooperative Agreement.

7. This Cooperative Agreement may only be amended or modified by written instrument executed by authorized representatives of each of the Parties. The Parties agree to negotiate in good faith mutually acceptable modifications of this Cooperative Agreement as may be deemed appropriate by the Parties consistent with the intent and purpose of this Cooperative Agreement.

8. This Cooperative Agreement shall be governed by and interpreted under the laws of the State of Nevada, with venue for the judicial resolution of any dispute to be Lyon County, Nevada, and no other place. Should any term, condition or provision be deemed to be invalid or unenforceable, the remaining terms and conditions shall remain in full force and effect.

9. This Cooperative Agreement may be terminated by either Party upon giving written notice of such intent to the other Party, by Registered Mail to the Superintendent of the District or to the Director of the Coalition, at least thirty (30) days prior to such termination.

10. THIS AGREEMENT shall be in force and effect until terminated by either party per the conditions outlined herein.

SIGNED this 24th day of March, 2015.

Authorized Representative

Authorized Representative

Neal E. McIntyre
Lyon County School District

[Signature]
Healthy Communities Coalition of Lyon and Storey Counties