

## INTERLOCAL AGREEMENT TO SHARE SUPERINTENDENT

This agreement is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827, by **Boyd County School District No. 08-0036**, commonly known as **Lynch Public Schools** (referred to herein as "Lynch"); and **Holt County School District No. 45-0029**, commonly known as **Ewing Public Schools** (referred to herein as "Ewing").

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, population, 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 districts to make the most efficient use of their powers and resources by sharing the services of a Superintendent of Schools who will provide services on a .50 Full-time Equivalent (FTE) basis to Ewing and on a .50 FTE basis to Lynch.
  - B. To enhance the ability of the school districts to attract and maintain a qualified Superintendent of Schools by ensuring that the Superintendent will have full-time employment;
  - C. To facilitate the school districts' use of a superintendent of schools on a shared basis by providing for the scheduling of the superintendent's time in a coherent and efficient manner.

**3. Term.** This Agreement shall have a duration of one year, commencing with the 2015-16 school year, which shall begin on **July 1, 2015** and end on **June 30, 2016**. 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 1st** 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 any time prior to June 30, 2016.

**4. Administration.** The Ewing and Lynch Boards of Education shall be jointly responsible for administering the cooperative undertaking described in this Agreement. The parties 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 Superintendent's Employment.** Lynch has entered into a written agreement with the Superintendent whereby she is employed to provide services on a full-time basis during the 2015-16 school year (attached hereto as **Exhibit "A"**). Lynch agrees to provide the services of the Superintendent to Ewing on a part-time basis. For the purposes of this Agreement, the Superintendent shall be an employee of Lynch Public Schools and will not be an employee of Ewing or a "joint employee" of Lynch and Ewing for any purpose.

**6. Sharing of Services Provided by Superintendent.**

**A. Time Spent by Superintendent in Each District.** The Superintendent shall provide administrative services to both school districts. The type of services to be provided by the Superintendent to Ewing shall be the same as those which are described in the Superintendent's contract with Lynch. Ewing and Lynch will cooperate in the scheduling of the Superintendent so as to make it possible for the Superintendent to perform services at both schools without conflict or, when conflict is unavoidable, in a manner that will minimize the conflict. The parties agree that to the extent practicable, the Superintendent will on a weekly basis spend approximately one-half of her working time at Ewing tending to its affairs and approximately one-half of her working time at Lynch tending to its affairs. The parties acknowledge and understand that in some cases special circumstances will require that the Superintendent devote more time to the affairs of one of the parties to this Agreement than to the other during the course of a given week or weeks. The parties agree that in such cases, the schedule of the Superintendent in the succeeding week

or weeks shall be adjusted so that, for the 2015-2016 school year, the amount of time spent by the Superintendent in dealing with the affairs of each of the parties hereto shall be substantially equal.

**B. School Board Meetings.** Ewing and Lynch agree to cooperate in scheduling regular and special meetings of their respective board of education so that both boards do not hold regular or special meetings at the same time.

**C. Attendance at Extra-Curricular Events.** It is not feasible for the Superintendent to attend all athletic events and other extra-curricular activities at both school districts, and nothing contained herein shall require him to do so. The Superintendent shall, however, spend approximately one-half of her time attending school-sponsored activities that involve participation of Ewing students and spend approximately one-half of her time attending school-sponsored activities which involve participation of Lynch students.

**7. Superintendent's Salary and Fringe Benefits.** Lynch will pay the Superintendent's salary for the 2015-2016 school year pursuant to the terms of the Superintendent's Contract (Exhibit A). The parties agree that, for the 2015-16 school year, Lynch has established the amount of the Superintendent's salary at \$102,615.00. Lynch shall also provide the Superintendent with those additional fringe benefits specified in the Superintendent's Contract.

**8. Payment to Lynch by Ewing.** Ewing shall make the following payments to Lynch:

- A.** An amount equal to one-half of the Superintendent's annual salary as set forth in paragraph 7 above.
- B.** An amount equal to one-half of all expenses incurred by Lynch for worker's compensation premiums, FICA, FUTA, and retirement, as a consequence of the Superintendent's employment by Lynch.
- C.** An amount equal to one-half of the cost of fringe benefits specified in the Superintendent's Contract with Lynch (Exhibit A) except for expenses relating to "mileage reimbursement."
- D.** Ewing will reimburse Lynch for one-half of the mileage reimbursement (or up to \$175 per month) paid to the Superintendent by Lynch, which is capped at \$350 per month total by agreement between the Superintendent and Lynch. Payment is contingent on filing a mileage voucher by the 5<sup>th</sup> of each month with Lynch Business Manger.

Lynch shall bill Ewing on a monthly basis for all payments pursuant to this paragraph. Ewing shall make the payments within 30 days after receiving the billing.

**9. Superintendent Not a Third-Party Beneficiary.** This agreement does not create any enforceable rights in favor of the Superintendent and she is not a third-party beneficiary of the agreement.

**10. No Joint Employment.** This agreement does not make the parties joint employers of the Superintendent for purposes of liability, Workers' Compensation, unemployment compensation, or any other purpose.

**11. Management, Evaluation, Discipline and Discharge.** Lynch shall have the right to manage, evaluate, discipline, and discharge the Superintendent in a manner consistent with its employment contract, and as otherwise provided by law. The Ewing Board of Education shall have the right to direct the Superintendent in her work with respect to the services she performs for Ewing. It shall evaluate the Superintendent's performance annually, and shall furnish the evaluation to the Superintendent and, with the approval of the Superintendent, to the Lynch Board on or before January 1<sup>st</sup> of each school year while this agreement remains in force. The Lynch Board of Education shall formally evaluate the Superintendent and shall consider the positive and negative comments, if any, of the Ewing Board in preparing the Superintendent's evaluation.

**12. Termination During Term of Agreement.** Either party may terminate this agreement during its term if the Superintendent serving at its commencement:

- A. Submits a resignation with an effective date prior to the end of the term of the agreement, and the Lynch Board of Education accepts the resignation.
- B. Dies prior to the end of the school year;
- C. Is discharged by the Lynch Board of Education prior to the end of the school year.

**13. Action to Effectuate Agreement.** Lynch shall give the Superintendent such directives as are necessary to effectuate this agreement.

**14. 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.

**15. Provision of Supplies.** Each party shall provide such supplies and equipment as are necessary for the Superintendent's performance of services at its school district.

**16. 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.

**17. Records of Expenses.** Lynch shall cause the Superintendent shall keep detailed records of the expenses and expense-related information for activities or benefits, the cost of which will be borne equally by the school districts. The Superintendent shall report such expenses to both school districts' boards of education each month.

**18. Taxes.** This Agreement does not grant the school districts any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 13-2816.

**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 this 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 auction 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, conditions, 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 October 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 Board Presidents, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

Lynch: Lynch Public Schools  
Attn: Board President  
701 Hoffman Street  
Lynch, NE 68746-0098

Ewing: Ewing Public Schools  
Attn: Board President  
416 N. Spruce Street  
Ewing, NE 68735-0098

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

**24. Amendment and/or Extension of Agreement.** The school districts may amend or extend this agreement. Any such amendment or extension shall require the approval of both boards of education and shall be in writing.

**25. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions 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 of the school districts 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

