

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 **Holt County School District No. 45-0137**, commonly known as **Chambers Public Schools** (referred to herein as "Chambers"); 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 .40 Full-time Equivalent (FTE) basis to Ewing and on a .40 FTE basis to Chambers.
 - B.** To enhance the ability of the school districts to attract and maintain a qualified Superintendent of Schools;
 - 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 2017-18 school year, which shall begin on **July 1, 2017**

and end on **June 30, 2018**. The parties may by mutual agreement terminate this agreement at any time prior to June 30, 2017.

4. Administration. The Chambers and Ewing 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. Ewing and Chambers have each entered into separate written agreements with the Superintendent whereby he is employed to provide services on a part-time basis for each school during the 2017-18 school year. For the purposes of this Agreement, the Superintendent shall be an employee of both Ewing Public Schools and Chambers Public Schools and will not be a "joint employee" of Chambers 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. Ewing and Chambers will cooperate in the scheduling of the Superintendent's work 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 his working time at Chambers tending to its affairs and approximately one-half of his working time at Ewing 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 2017-2018 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 Chambers 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.

7. Superintendent's Salary and Fringe Benefits. Chambers will pay to Ewing one-half of the cost of professional memberships called for in the employment contract between Superintendent and Ewing. In all other respects, each district will pay the salary agreed to in its separate contract with Superintendent.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Review of Agreement. Each party shall review the effectiveness of this agreement at least annually.

18. 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:

Chambers: Chambers Public Schools
Attn: Board President
201 S. A St.
Chambers, NE 68725-0218

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.

19. 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.

20. 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.

21. 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 presence of the other school district to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each school district to the other. In proving this Agreement, a school district must produce or account only for the executed counterpart of the school district to be charged.

22. Assignment. The school district shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated in this Agreement to any other person or entity without the previous written consent of the other party.

23. Entirety of Agreement. This agreement contains the school districts' entire agreement. It fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof.

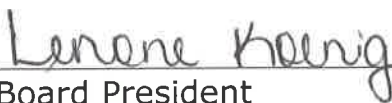
EWING PUBLIC SCHOOLS



Board President

Date: 8-17-17, 2017

CHAMBERS PUBLIC SCHOOLS



Board President

Date: 8/21/2017, 2017

