

INTERLOCAL COOPERATION ACT AGREEMENT

This Agreement entered into this 11th day of February, 2021, by and between Dixon County School District 26-0070, a/k/a Allen Consolidated School District, hereinafter referred to as "Allen Consolidated Schools," and between Dixon County School District 26-0561, a/k/a Emerson-Hubbard Public School District, hereinafter referred to as "Emerson-Hubbard Public Schools."

WHEREAS, Allen Consolidated Schools is a political subdivision and a Class III school district under the laws and statutes of the State of Nebraska; and

WHEREAS, Emerson-Hubbard Public Schools is a political subdivision, and a Class III school district under the laws and statutes of the State of Nebraska; and

WHEREAS, Neb. Rev. Stat. §§ 13-801 to 13-827, also known as the "Interlocal Cooperation Act," and other Nebraska laws encourage political subdivisions to make the most efficient use of their powers, and enable them to cooperate on the basis of mutual advantage and on a basis that will best serve the needs and desires of both parties, in the development and running of local government units;

WHEREAS, Allen Consolidated Schools has entered into a Superintendent's Contract with Michael Pattee dated the 14th day of January, 2020 to provide Superintendent and other administrative educational services to Allen Consolidated Schools through the 2021-2022 school year, referenced herein as "Pattee's Employment Contract;" and

WHEREAS, rather than hire a new, full-time Superintendent for the 2021-2022 school year, Emerson-Hubbard Public Schools has determined that it is in the best interests of efficiency and administrative overhead to share a Superintendent with Allen Consolidated Schools; and

WHEREAS, Emerson-Hubbard Public Schools and Allen Consolidated Schools are desirous of entering into this Agreement in the best interests of both School Districts and to the mutual advantage of both School Districts, to provide a one-half time Superintendent for the Allen Consolidated School District and a one-half time Superintendent for the Emerson-Hubbard Public School District.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, the parties to this Agreement do hereby agree as follows:

1. **Term of this Agreement.** This Agreement for administrative services shall be for a period of one (1) year, beginning on July 1, 2021 and ending on June 30, 2022. This Agreement may only be modified upon the written consent of both parties. The parties expressly agree that this Agreement shall automatically renew for a period of (one) year if neither party gives written notice to the other party by December 1st of its intent not to renew the Agreement. If neither party gives notice to the other party by December 1st, then the Agreement shall automatically renew from July 1, 2022 through June 30, 2023, and so forth. However, notwithstanding anything to the foregoing herein, in the event that Pattee ceases to be an employee of Allen Consolidated Schools, then this Agreement shall automatically terminate on Pattee's last day of employment with Allen Consolidated Schools.

2. Sharing of Administrative Services. Emerson-Hubbard Public Schools hereby contracts with Allen Consolidated Schools for "administrative services," and Allen Consolidated Schools hereby accepts and agrees to such contract. The "administrative services" to be provided by Allen Consolidated Schools to Emerson-Hubbard Public Schools under this Agreement will be the sharing of a superintendent. The parties mutually agree to share the superintendent services as follows:

- 0.5 F.T.E. at Allen Consolidated Schools
- 0.5 F.T.E. at Emerson-Hubbard Public Schools
- Week A: Monday (Allen), Tuesday (Emerson-Hubbard), Wednesday (Allen), Thursday (Emerson-Hubbard), Friday (Allen)
- Week B: Monday (Emerson-Hubbard), Tuesday (Allen), Wednesday (Emerson-Hubbard), Thursday (Allen), Friday (Emerson-Hubbard)
- Weeks A and B will alternate throughout the school year
- Total of 226 days of superintendent services between both districts

The parties acknowledge that the "Week A" and "Week B" schedules may need to be modified on a given week due to unexpected issues that may arise in one School District. As a result, both parties agree to work in a positive, professional and collaborative manner through finalizing any details of the scheduling, as they arise. As a result, the parties agree that the above-referenced schedule may not always be prudent or practical for the superintendent to follow. With that being said, both parties agree to work in a collaborative manner to adjust scheduling as needed to ensure that both School Districts receive roughly equal time for superintendent services.

3. Sharing Costs of Administrative Services.

3.1 General Salaries and Costs. Emerson-Hubbard Public Schools shall pay to Allen Consolidated Schools one-half (1/2) of all expenses for wages, benefits, and associated expenditures payable under Pattee's Employment Contract. In the event Allen Consolidated Schools enters into a modification or addendum to Pattee's Employment Contract which provides additional salaries or benefits than those provided in Pattee's Employment Contract as of date of execution of the Agreement, then Emerson-Hubbard Public Schools shall not be responsible for sharing in the cost of such additional salaries or benefits unless the Board of Education of the Emerson-Hubbard Public Schools or the Shared Resources Committee (as defined later herein) of the Emerson-Hubbard Public Schools consents to such additional expenses.

3.2 Transportation Costs. It is agreed that all transportation or other related expenses for the Superintendent's travel between Allen Consolidated Schools and Emerson-Hubbard Public Schools shall be borne solely by Pattee, and not be paid or reimbursed by either School District.

3.3 Payments. The amounts provided herein shall be paid by Emerson-Hubbard Public Schools to Allen Consolidated Schools at least quarterly, with the first payment due September 1, 2021, or in such amounts and on such dates as otherwise agreed from time to time.

It is further agreed that both School Districts will keep an ongoing ledger to compare expenses incurred and amounts paid to ensure that both School Districts have an accurate record of such amounts owed and payments made.

4. **Shared Resources Committee.** Each party will designate three Board members to serve on a "Shared Resources Committee." This Committee will meet at least quarterly to evaluate this Agreement and the superintendent services provided at each District. The Committee will jointly conduct the evaluation of the Superintendent's performance and discuss the Superintendent's contract for the ensuing year or years. The Shared Resources Committee shall then make a recommendation regarding the recommended renewal or nonrenewal of this Agreement for the following year and any other recommended action on the Superintendent's contract. The Shared Resources Committee shall make such recommendations to their respective Boards of Education by December 1st of each year. The Committee will keep Superintendent Pattee apprised of the discussions and feedback.

5. **Supplies and Personnel.** In order to perform the administrative services under this Agreement, each District agrees to provide reasonable and appropriate supplies, equipment and support personnel (e.g., secretarial staff) necessary for the Superintendent to perform his duties within each respective School District.

6. **Applicable Policies and Resolutions of Conflicts.** As to any administrative services provided to Emerson-Hubbard Public Schools, the Superintendent shall operate under the organizational structure, policies, rules, regulations and contracts of Emerson-Hubbard Public Schools, and shall be under the direction and supervision of the Board of Education of Emerson-Hubbard Public Schools, otherwise the Superintendent shall operate under the organizational structure, policies, rules, regulations and contracts of Allen Consolidated Schools and shall be under the supervision and direction of the Board of Education of Allen Consolidated Schools. The Shared Resources Committee of each School District shall jointly establish schedules for Board and committee meetings (including joint Board meetings, when determined to be appropriate) so as to permit the Superintendent to be present at the Board meetings of each School District and shall otherwise be responsible for arranging other scheduling and organizational matters which will permit the expeditious use of the Superintendent's time in serving both School Districts. The Superintendent shall be authorized to rely on the joint directions of the Shared Resources Committee of each School District in performing his duties and responsibilities.

7. **Evaluation of the Superintendent.** Since Allen Consolidated Schools holds Pattee's Employment Contract, Allen Consolidated Schools has the legal responsibility to evaluate Pattee at least once each year. Allen Consolidated Schools agrees to satisfy this legal requirement by considering and incorporating the evaluation of Pattee by the Shared Resources Committee. The Board of Education of Emerson-Hubbard Public Schools may also evaluate the Superintendent. The Board evaluations and any observations or reports which are made or received about the Superintendent's services shall be shared on a timely basis between the two School Districts.


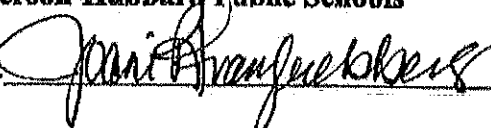

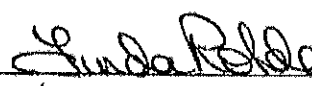
8. **Operations.** No separate legal or administrative entity is created under this Interlocal Agreement. Other school districts or entities, which qualify as public agencies under the Act, may enter into this Agreement by amendment hereto executed and approved by all parties.

9. **Indemnification.** The Parties shall indemnify and hold each other, and its directors, officers, administrators, and employees harmless, from any claims, expenses (including attorneys' fees and litigation expenses), damages or losses either may suffer as a result of any claims made under, in the administration of, or regarding the validity of this Agreement or the effect of this Agreement on the expenditure or revenue authority of the Parties, including but not limited to liability, or taxpayer or regulatory claims.


10. **Amendment of Interlocal Agreement.** This Agreement may only be amended in writing.

11. **Miscellaneous.** This Agreement shall be interpreted in accordance with the laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year above written.

Dixon County School District 26-0070, a/k/a Allen Consolidated Schools	Dixon County School District 26-0561, a/k/a Emerson-Hubbard Public Schools
BY:  President	BY:  President
ATTEST:  Secretary	ATTEST:  Secretary

Michael Pattee hereby accepts the terms of this Agreement as and to the extent such terms affect his employment.


Michael Pattee

DIXON COUNTY SCHOOL DISTRICT 26-0561,
a/k/a EMERSON-HUBBARD PUBLIC SCHOOL DISTRICT

RESOLUTION

WHEREAS, the Board of Education of this School District has determined that it is in the best interests of the School District to reduce administrative costs, and provide for the most efficient means of providing administrative services to the School District; and

WHEREAS, the School Board has entered into negotiations with the Allen Consolidated School District and reached agreement to share the services of Superintendent Michael Pattee for the 2021-2022 school year, pursuant to the terms and conditions of the Interlocal Cooperation Agreement, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education of the Emerson-Hubbard Public School District does hereby approve the Interlocal Agreement to share superintendent services with the Allen Consolidated School District, pursuant to the terms and conditions of such Interlocal Cooperation Agreement, attached hereto and incorporated herein by this reference, and further hereby authorizes and directs the President of the Board of Education to sign and deliver such agreement, and to take all other action necessary to carry such Agreement into effect.

Upon the foregoing motion having been read in its entirety, member Kip Ahlers moved for its passage and adoption; member Tricia Belt seconded same. After discussion, a roll call vote of the Board of Education was conducted:

The following members voted in favor of passage and adoption of the motion:
Kip Ahlers, Tricia Belt, Cherie Conley, Tarry Daum, Joani Franzlebbbers,

Bill Shanks.

The following members voted against passage and adoption of the motion:
N/A

The following members were absent or not voting: N/A

The above Motion having been consented to by a majority of a quorum of the Board of Education of this School District, was declared as passed, and adopted by the President at a duly held, and lawfully convened meeting in full compliance with the Nebraska Open Meetings Law.

DATED this 11th day of February, 2021.

DIXON COUNTY SCHOOL DISTRICT 26-
0561, a/k/a EMERSON-HUBBARD PUBLIC
SCHOOL DISTRICT

By: Jeani Kraus
President

ATTEST:

Linda Rohde
Secretary