

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

ACTION: **Approve Agreement with Northeast and South Sioux City for Wayne State College**

In 2006, WSC entered into an Interlocal Agreement with Northeast Community College (NECC) to build and operate the College Center facility in South Sioux City, Nebraska, which offers classes from both NECC and WSC. The Interlocal Agreement was revised in both 2009 and 2016 to adapt to changes in College Center staffing. In 2022 the Presidents of WSC and NECC formed a College Center task force to review the current Interlocal Agreement and to provide recommendations for revisions to better align the partnership with current and future educational programming needs in the South Sioux City region. The recommendations of the task force are reflected in the 2022 draft.

The System Office and Wayne State College recommend approval of the Agreement with Northeast and South Sioux City for Wayne State College.

ATTACHMENTS:

- WSC_NECC_SSC Revised Interlocal (PDF)

**Interlocal Agreement
College Center
at South Sioux City**

The Board of Trustees of the Nebraska State Colleges d/b/a Wayne State College (WSC) and the Board of Governors of the Northeast Community College Area (Northeast), collectively (Parties) enter into this interlocal agreement (Agreement) pursuant to the authority set forth in the Nebraska Interlocal Cooperation Act, Neb. Rev. Stat. §§ 13-801 to 13-827 (the Act). The Parties are each a Public Agency, as defined in § 13-803(2) of the Act.

This Agreement sets forth the entire agreement of the Parties and supersedes all previous agreements, prior negotiations, discussions, and proposals, with the exception of the June 22, 2009 Construction and Maintenance Agreement, which shall remain in full force and effect.

This Agreement shall be in effect from July 1, 2022 to June 30, 2026.

I. PURPOSE

- A. The purpose of the Agreement is:
1. To support economic and community development in the region;
 2. To improve access to educational services with a special focus on students who are historically underrepresented in higher education, are place-bound, or have challenges accessing such services electronically; and,
 3. To serve as an extension of both the Northeast and WSC educational programs and services in the region.

II. ORGANIZATION AND MANAGEMENT

- A. The College Center at South Sioux City Administrative Council: The operations of the Center shall be managed by the College Center at South Sioux City Administrative Council ("Council") which is a representative body to assist the Parties in coordinating activities of the Center. The Council is not a separate legal entity.
1. Membership: The Council shall consist of a total of four (4) voting members, two (2) appointed by each President. Each voting member shall serve at the pleasure of the appointing President. In addition to the voting members, the following individuals shall serve on the Council in an ex officio capacity:
 - a. Two (2) Local Institutional Leaders, one (1) appointed by each President.
 - b. The chairperson of the Council shall be selected on a rotating basis with a WSC representative in even-numbered years and a Northeast representative in odd- numbered years.
 2. Meetings: The Council shall meet at least quarterly and at least one (1) meeting annually shall include the Presidents.
 3. Purpose: The purpose of the Council is: to represent the interests of both Parties; to provide direction regarding the operation of the Center; recommend a proposed budget for the Center to the Presidents on an annual basis; and provide mediation/conflict resolution of internal disputes.
 4. Committees: The Council shall create a single standing Finance and Facilities Committee, which shall handle facility, budget development and oversight, finance and fee issues. The Council may

create additional ad hoc committees and appoint members as needed to assist the Council with specific issues for a limited time. All Committees shall have no more than six (6) members, half of whom shall be appointed by each President.

- B. Operational Oversight: The daily facility operations and event coordination of the Center shall be managed collaboratively by the Local Institutional Leaders.

III. PROPERTY

- A. Ownership of the Center: Northeast originally had fee simple title to the real property on which the Center is located and has subdivided the real property for the Center which is now jointly and equally owned by the Parties. Northeast retains individual ownership to the remainder of the real property not specifically subdivided as a lot for the location of the Center.
- B. Shared Property: The equipment and furniture purchased for any laboratories, classrooms, or other space designated as shared use and paid for through the Center's annual budget are considered property owned by both Parties and shall be tagged accordingly for inventory purposes.
- C. Exclusive Property: Any items used at the Center purchased and provided by either Party shall continue to be the property of the purchasing Party and be inventoried as such. Each Party shall be responsible for furnishing and equipping any laboratories, classrooms or other space assigned for its exclusive use with the necessary instructional materials, software, and equipment. The Party acquiring property for its exclusive use shall be responsible for the costs of the property and for maintaining an inventory of said property.
- D. Utilization of Center: Use of the Center shall be allocated consistent with the following priorities:
 - 1. Instructional space within the Center shall be prioritized in alignment with the Purpose of the Agreement.
 - 2. The Center and its services may be scheduled for use by institutions, organizations, and businesses on a space available basis subject to the restriction contained in Section XB. Such rental shall follow established guidelines and costs approved by the Council.
 - a. Based on annual review and recommendation of the Committee for Finance and Facilities, the Council will approve a fee schedule for use of the facilities and a percentage of third-party rental revenues to offset budgeted expenses.
 - b. Unallocated rentals will be held in a reserve to be allocated based on needs of the Center and expended upon Council approval and are to be used to provide for the maintenance, repair, purchase, and replacement of technical equipment and related software and supplies that are utilized for the support of the Center programs.

IV. INSURANCE

- A. Liability Insurance: Northeast and WSC shall individually obtain and pay for liability insurance for their Center related exposures.
- B. Property Insurance: WSC is responsible for obtaining property insurance for the Center, which includes insuring Northeast's interest in the property. Northeast shall be included as a "Loss Payee" on the Center's coverage. Costs related to this coverage as well as any deductibles or other costs related to the coverage shall be shared equally by the Parties.

V. PERSONNEL

- A. Northeast agrees to employ shared staff to be located at the Center to provide services at the Center. Such shared staff shall include the service center staff, custodial and maintenance staff, and other support staff as approved by the Parties in the annual budget.
- B. The Northeast Institutional Leader shall be responsible for the supervision of shared custodial and maintenance staff, with performance evaluation conducted by WSC and Northeast's Institutional Leaders based on established service expectations.
- C. All shared staff shall be employees of Northeast and subject to Northeast's employment policies, benefits plan and grievance and complaint processes, and insurance programs, including but not limited to workers compensation insurance.
- D. The costs of salary and benefits for shared staff shall be allocated between the Parties as agreed to by the Presidents in the annual budget.
- E. Costs associated with accrued leave paid when shared staff separate from employment shall be divided between the Parties based on the salary and benefit allocation agreed to in the Annual Budget at the time of separation.

VI. SERVICES

- A. As institutions complying with local, state and federal guidelines and laws, each institution will provide their enrolled students access to the services expected per regionally accrediting body review.

VII. ACADEMIC PROGRAMS

- A. Responsibility for Degree/Programs:
 - 1. Each Party granted authority to offer a degree at the Center is solely responsible for the required Coordinating Commission approvals, admission process, the curricula, and the conferring of such degrees and is responsible for maintaining all of its own official records with respect to that degree.
 - 2. The Parties shall collaborate to avoid duplication of course offerings, maximize utilization of resources, and leverage expertise specific to each Party.
- B. Program Quality: In critical areas such as faculty qualifications, standards of instruction, specialized and regional accreditation, learning resources, instructional materials and support, evaluation of courses, reports, and record keeping, the courses and degree programs offered at the Center will be maintained and supported at the same level of quality as those on the main campus of such Party.
 - 1. Courses offered at the Center will count as resident credit toward degrees in the same manner as those taught on the main campus of the course offering Party.
 - 2. Faculty teaching courses at the Center shall be employed by the Party responsible for offering the course.
- C. Academic Calendar: Each Party is responsible for its academic calendar. The Institutional Leaders will collaborate to enhance the efficient operation of the Center for the benefit of students.
- D. Tuitions and Fees: The assignment and collection of tuition and fees assessed to students will be the responsibility of the Party offering the course.
- E. Regional Accreditation and Coordinating Commission Rules: Each Party is responsible for its own regional and specialized program accreditation as well as compliance with the Coordinating

Commission's rules and regulations.

VIII. BUDGET AND FINANCE

- A. Annual Budget: The Institutional Leaders, working collaboratively, shall develop an annual budget for the operation of the Center and submit the same to the Finance and Facility Committee for review and recommendation prior to submission to the Council for approval and recommendation to the Presidents for final approval.
1. The Annual Budget shall be based upon a fiscal year beginning on July 1 and ending on June 30.
 2. The Annual Budget shall include the following categories:
 - a. Personnel Salary and Benefits;
 - b. Operating Expenses;
 - c. Revenues, including source.
 3. For all categories, except per-use services, the expense allocation between the Parties shall be clearly stated and agreed to by both Parties.
 4. The Institutional Leaders shall submit the proposed Annual Budget to the Council on or before April 1. The Council shall review the proposed Annual Budget, make any changes it deems necessary, and submit the revised Annual Budget to the Presidents for their consideration on or before May 1. An Annual Budget must be approved by the Presidents no later than June 1.
 5. Costs/Billing: Northeast shall establish a separate account or cost center for payment of the Center expenses. Unless otherwise noted in this section, Northeast shall pay for all Center expenses from that account and shall provide WSC with quarterly reports and an invoice for WSC's share of the expenses accompanied by supporting documentation to be sent to the office of the Vice President of Administration and Finance at WSC.
 6. Costs for per-use services such as long-distance telephone calls; copying and duplicating services; special postal and delivery services; and materials and supplies will be charged on a cost-for-service basis to each Party.
 7. Quarterly reports shall contain the budgeted amount, the general ledger detail of actual expenses and revenues by quarter, and the allocation between the Parties.
 8. Northeast agrees to maintain complete records regarding revenues and expenditures associated with this Agreement. Upon request, Northeast agrees to provide authorized representatives of WSC copies of all records and supporting documentation generated and maintained because of this Agreement for a period of *five* (5) years beyond applicable fiscal year audit.
 9. Payment by WSC shall be made pursuant to the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

IX. CONFLICT RESOLUTION

- A. The Council will utilize a collaborative, consensus-based decision-making process to address and resolve issues within the Center related to program offerings, services, and operational issues.
- B. In the event that consensus cannot be reached on an issue, the Council will convene a Committee pursuant to its authority set forth in Section IIA(4) of this Agreement for the sole purpose of reviewing the disputed issue, solutions proposed by each Party, compiling any

information relevant to the dispute and recommending to the Council a solution for its consideration.

- C. If the Council is unable to reach a decision agreeable to both Parties, either Party may request that the dispute be submitted to non-binding third-Party mediation before a mediator mutually selected by the Presidents. In the event a dispute involves a financial, rather than a programmatic, issue, the mediator shall be a person with financial and/or accounting experience mutually selected by the Presidents.

X. GENERAL PROVISIONS

- A. Amendment of Agreement: Any amendments to this Agreement shall be in writing and approved in the same manner as was used to approve this Agreement.
- B. Access to Center: Other institutions of higher education may conduct business at the College Center so long as that business aligns with the purpose of the Center and is approved by the Administrative Council. Institutions in direct competition with either Party may not conduct business at the Center where the primary focus of the business is recruiting.
- C. Termination of Agreement: While the specifics regarding programs and participation may be revised, the Parties intend for this Agreement to provide a stable and reliable educational opportunity to the students who enroll. However, either Party may terminate this Agreement by complying with the following procedure.
1. The Party intending to terminate the Agreement shall communicate to the Council its intention to terminate its participation in the Center at least twelve (12) months prior to the beginning of the fiscal year in which it intends to withdraw.
 2. With a Party's written notification of its intent to terminate participation in the Center, it must provide to the Council a written plan to ensure that each student enrolled in a program which the Party is authorized to provide through the Center will be given the opportunity to complete his or her program at the Center.
 3. The Party's portion of any shared expenses and the Party's share of any minimum or maximum fee established pursuant to the budget for such year shall be paid for the full fiscal year regardless of notification of intent to terminate, unless a different amount is recommended by the Council and approved by the Presidents.
 4. In the event one Party announces its intention to terminate its participation in the Center, the remaining Party shall have the first right to purchase the exiting Party's interest in the building, building contents, and land upon which the Center resides. The value of the interest shall be determined by a certified commercial real estate appraiser selected by the Council.
- D. Indemnification: To the maximum extent permitted by law, each Party hereto agrees to indemnify and defend the other Party hereto against, and to hold it harmless from, all claims, suits, liability, expense or damage (including reasonable attorneys' fees and court costs) for damage to property, injury to persons (including death) and any other claims, suits or liability on account of the negligent acts, errors or omissions, or willful misconduct of such Party, or of any of its subcontractors, officers, agents, or employees, unless such damage, injury, claim or loss is caused by the negligence, errors or omissions or willful misconduct of the Party seeking indemnification under this paragraph. In no event shall any Party be liable for any punitive, consequential, incidental, or special damages or lost profits incurred or alleged to have been incurred.
- E. Headings: Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- F. Governing Law: The Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska.

G. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be and constitute one and the same instrument.

IN WITNESS WHEREOF, the Agreement is fully executed by the parties as follows.

NORTHEAST COMMUNITY COLLEGE AREA

ATTEST: By _____
Chairperson, Board of Governors

Vice-Chairperson, Board of Governors

Date: _____

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES D/B/A WAYNE STATE COLLEGE

ATTEST: By _____
Chair, Board of Trustees

Chancellor

Date: _____