

## Chapter 4

### Within-Case Data Analysis, Section One

In this chapter, the researcher analyzed the data from the 17 interviews by providing a statement of the purpose of the interlocal cooperative agreement, a presentation of the data using a form of the sub-questions in a question and answer format using paraphrased and verbatim transcript references for the responses, and a site summary.

In significant statements extracted from the interview transcript data, the terms revenue lid, expenditure lid, and expenditure exemption were sometimes referred to by the participants. These terms were explained in the definition section of Chapter 1.

Due to the sizable number of interview sites (17) being analyzed, the interview sites were categorized into two sections depending upon the frequency of the application of their reported purpose. The first eight interview sites represented an unduplicated distribution of 5 or fewer reported applications, and the final nine sites represented an unduplicated distribution of 7 or more reported applications in Nebraska school districts.

#### *Entry Vignette*

Educational leadership is difficult to measure because it involves decisiveness tempered by judgment, reinforced with knowledge, restricted by inclusiveness, influenced by visibility, and enacted on principle.

One method of gauging educational leadership is to employ the use of the in-basket exercise, which is a simulation scenario in which a potential or practicing administrator returns to work after a short absence to discover numerous memos outlining

missed telephone calls, meeting requests, and descriptions of numerous problems which range from minor to catastrophic. The purpose of the exercise is to assess an administrator's performance in first prioritizing the urgency of each item in his/her in-basket and then evaluating the level of wisdom revealed by subsequent proposed solutions to the contingencies.

Historically, Nebraska educational leaders have found their in-basket full of real challenges which need decisive action. One broad-based solution, the creation and implementation of interlocal cooperative agreements, has been used to address a litany of educational concerns: increasing fuel costs, school safety, transportation efficiency, affordable health insurance, finding quality substitute teachers, student community service, annexation threats, escalating property and workman comprehensive insurance premiums, replacement costs for equipment and supplies, alternative educational demands, antiquated buildings, personnel shortages, lack of facilities, curriculum deficiencies, legislative budget lids, fund management, and staff development.

By creating mutually-beneficial partnerships through the formation of interlocal cooperative agreements, educational leaders have discovered a means to address these and other in-basket challenges facing Nebraska schools.

### *Site 1*

#### *Purpose*

The Site 1 superintendent created an interlocal cooperative agreement with the city council and the county commissioners to purchase vehicle fuel jointly in order to increase volume, thus lowering the cost per gallon.

***Question #1. How was the agreement implemented?***

Participant: “The fuel agreement came about because of the success of a previous interlocal agreement between the city and the school. Three board members and three city councilmen and I met to discuss a list of five possible ways to form interlocal agreements. All five got shot down. One councilman saw my disappointment and encouraged me not to give up. I determined I had to do a better job of showing the city its advantages in cooperating with the school . . . To develop a successful plan, it had to be beneficial to all parties and important to the constituents. We narrowed the list down to one item—the sharing of a radio tower which enabled the city and the school to make radio contact with employees who were driving. It wasn’t much, but we thought let’s win one thing soon and find one success and then let’s build on that. So we worked it out . . . and it was very miniscule, but a nice start so to speak. And then we said, okay, that was okay, but let’s do something a little more significant, a little more complex.”

For the second cooperative “we worked out the logistics of how we’d fuel our busses and cars and went for our second interlocal agreement, which we thought was a pretty darn good one. We realized that we have something here: the exemption [on the budget document] isn’t necessary or large but helpful. And the savings aren’t huge but beneficial.”

Interviewer: Is there anything else you would like to add?

Participant: Three things. “We kind of mitigated a [personality] barrier because we selected the one county supervisor that was the most innovative and creative to be your partner at the table and then came up with plans with him rather than trying to sell

the most difficult [committee members] . . . if you have any latitude at all, pick your partners well.”

Also, “early on we decided that . . . [the university] was going to have a real difficult time participating in anything because the university guidelines are so bureaucratic and so structured that it didn’t look like they were going to be part of it much. Every political entity has rules and regs [regulations] that get in the way. You need to learn about these barriers and see if you can work around them.”

Finally, “There was always a public relations component in every discussion . . . we had enough people interacting, saying, is someone going to mind, will somebody make a fuss over this, is this a deal breaker? And that group challenged each other to consider and proactively respond.”

***Question #2. How has the interlocal agreement impacted your school district?***

Participant: “We focused on both the direct and indirect benefits to students . . . there are only so many dollars and if you don’t have enough dollars, kids don’t get textbooks for the year or on a regular basis or as regularly as you’d like. You can’t have the activity programs that you have . . . Dollars are always the bottom line.”

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: “It [the success] wasn’t by accident, it was by design . . . I said to our cooperative let’s get some publicity, let’s get the . . . [local paper] in here and explain what we are doing. And so we started getting all this positive feed back about our

efforts . . . I think if you can explain your story well, the public relations will always be a valuable part of keeping your school district well respected.”

Also, “It’s probably many times more important [now] to look for interlocal agreements than it was in the late 90’s . . . just the fact that school budgets are being rationed down so much and then I see cities and counties that are struggling, too. That [expenditure lid] exemption becomes more important than the PR. Maybe the priorities of the major issues have flip-flopped over those years. So, I would say any school that’s not looking at their future with interlocal agreements or trying to get involved probably isn’t serving their district well.”

Interviewer: Is there anything else?

Participant: “I think the sky’s the limit with this in terms of being creative, being assertive and aggressively communicating to our publics. I have received more positive comments about the interlocal agreement than I did about building a . . . [new] school.”

### ***Summary***

This school district accomplished much more than lowering fuel costs. It created networking links which strengthened public approval and led to the formation of other cooperatives. The Site 1 participant revealed that partnerships are formed with deliberation, they are potentially hindered by bureaucrats or bureaucratic infrastructure, and they are progressively incremental in their evolution. The Site 1 participant also displayed the passion, excitement, and optimism which drew others into considering cooperative arrangements.

## *Site 2*

### *Purpose*

The Site 2 school district entered into a interlocal cooperative agreement with the city to assign a police officer to patrol the school's buildings and grounds. According to the written agreement between the city and the school, the desired outcome was "to bridge the gap between police and youth through increased positive contact, and to reduce juvenile crime with counseling, teaching, and showing interest in students."

### *Question #1. How was the agreement implemented?*

Participant: "Thanks to aggressive effort by the school principal and strong support by a board member who was also a law enforcement officer, a grant to fund the placement was submitted and eventually approved." The main purpose was to enhance "the relationship between school and community."

### *Question #2. How has the interlocal agreement impacted your school district?*

Participant: "I don't know if there are huge benefits for them [city officials], but there's definitely huge benefits for us. The benefit is that he [police officer] does some education . . . he goes into the classroom and teaches different things . . . the younger child[ren] . . . trust the police. Like many schools, we have had problems in our school buildings with relations between school and community... this was an ideal way to bridge that gap."

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: “Because we’re such a small community, you need to have good communication . . . The trust factor wasn’t going well for the school so that helped for that situation.”

Interviewer: Is there anything else you would like to add?

Participant: “To build our unused budget authority [we] have entered into other interlocal agreements . . . we’ve tapped in on both sides of the [revenue and expenditure] lids . . . we’re down to the bare minimum of unused budget authority. And so far this year we did enter into [another] interlocal agreement with our city.”

***Summary***

The site participant did not have the same level of ownership displayed in Site 1. The interlocal cooperative agreement was created by previous administration with the impetus being supplied by an active school board member. But the Site 1 administrator was quick to laud the benefits of having a police officer patrolling the school buildings and grounds: increased safety and safety instruction, improved law enforcement/student relationships, new avenues of confidability open to staff and students, and lessening the severity of trust issues present in the community.

***Site 3***

***Purpose***

The Site 3 school district and another neighboring district both used the same transportation company, and their separate contracts were both coming up for renewal.

The two districts formed a third entity which contracts the transportation services. The school districts then contracted their services with the new entity. This allows both districts to reduce operating costs and gain other efficiencies, plus some financial flexibility.

***Question #1. How was the agreement implemented?***

Participant: We have to provide transportation. “Without the district providing transportation . . . the school they get to might not be able to provide them with the integrated opportunity that the courts and the people of this community expect us to have.”

Since transportation is essential, our district was “looking for some efficiencies, and looking for some flexibility with the ability to spend our money wisely.” By creating an interlocal agreement with another district which uses the same transportation company, both of us were “able to . . . reduce their fleet number in reserve [as if we were a larger district] and thus reduce our costs.”

Interviewer: Is there anything else you would like to add?

Participant: “Key to this district, this school district is scrutinized like no other when it comes to tax activists. The reality is that the interlocal agreements that we created were received not in a negative way, but a positive way from our tax activists, critics. One of the things they wanted to see was that we were working together and trying to find some efficiencies and cooperation. Now they may not agree with transportation as an element of our educational structure, but on the other hand, they do support that if we are going to do transportation, let’s do it in a cooperative manner.”



***Question #2. How has the interlocal agreement impacted your school district?***

Participant: There is concern or “a fear that can evolve out of this [agreement]—too much cooperation . . . there’s some concern that, is this just a prelude to reorganization? So you have that and on one hand it’s an advantage, but on the other hand it tends to be that there’s a lot of caution that goes into how much business is transacted and how business is transacted.”

Also, “the other part of this is there are some additional costs. While you gain some efficiencies, there are still some additional costs. In other words, it costs you legally to get this thing organized and get it set up. Somebody, in case of this one, where you have a fiscal transaction taking place, somebody has to act as the fiscal agent for it. You have to take time to schedule board director meetings for the interlocal. To what extent and how many you have is flexible. But there are some additional requirements, costs in order to do this. So you have to offset those, too.”

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: “This cooperative provides you with that expenditure flexibility and provides an opportunity to provide some efficiencies . . . [although critics] perceive it only as a way to dodge the expenditure limitation . . . it’s a survival issue for some school districts.”

Also, “the political benefit [is] to be able to say, not only to the school districts and the boards involved in this that we’re working cooperatively with another district to gain efficiencies. But just that there is a sense of cooperation. It provides a benefit that

people understand, at least school districts talk to each other, work together, and there's a political value to that as well as a fiscal value."

Interviewer: Is there anything else?

Participant: "I think that the interlocals that have been formed are just a tip of the iceberg. I think we've just really begun to realize the flexibility they can create in these cooperative arrangements . . . I think there's going to be a whole lot more that can be explored in this realm."

### ***Summary***

The Site 3 school district used a unique application of an interlocal cooperative agreement in that a new entity was formed to receive the districts' transportation contract fees and then make a single payment to the transportation company instead of each district making their payments directly to the transportation company. This use of a third party allowed the transportation expenditure to be an expenditure lid exemption, which is crucial for this district to address inflationary costs while operating under a 0% budget growth legislative limitation.

The Site 3 participant explained how the cooperative lessened the operational pressures of maintaining an integrated school system and responding to a watchful and tax-mindful public. But pressures increased to reassure against the appearance of future consolidation and to justify the legitimacy of using the expenditure lid exemption.

Overall, the Site 3 participant conveyed visionary leadership in projecting the potential that interlocal cooperative agreements possess for those educational leaders willing to pursue them.

*Site 4**Purpose*

The Site 4 school district agreed to assist a neighboring district which had too few employees to get group health insurance coverage.

*Question #1. How was the agreement implemented?*

Participant: “It was really a situation of accommodating them. They came to this board or the superintendent that was here previously and asked if it [joining our insurance group] was possible because Blue Cross/Blue Shield would no longer enroll small groups of teachers because they changed the policy. And so at that particular time, this board agreed to allow them to be put on our existing insurance policy.”

*Question #2. How has the interlocal agreement impacted your school district?*

Participant: “I can’t say there’s any real internal benefit from the standpoint of how this is helping the school district. Obviously there’s some levy lids that come into play with interlocal agreements, but the reality is we’d like to help. It’s helped us as far as benefiting our district in public relations, with this particular district. We want to keep them happy.”

Interviewer: Is there anything else you would like to add?

Participant: “I really don’t know about an educational benefit. I think they’ve just simply benefited because . . . they’d have [had] to get their health insurance through another manner, individually.”

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: It was an easy transition “because . . . there’s really no financial burden on us or it’s not a time consuming thing. It’s a little extra paperwork at the beginning of the year, but nothing major.”

Also, “We’ve actually added to the interlocal agreement . . . They’ve entered into an interlocal agreement that ties in disability insurance as well.”

Interviewer: Is there anything else?

Participant: “We look around to see what’s going on with the state legislature, the finance situation, and there are some advantages with levy lids and those types of things . . . public power or whatever. I think we all need to start looking at those types of things.”

***Summary***

The Site 4 participant was not verbose; he was much more a responder to the interview questions than being a richly-detailed informant. This was not because of any reluctance or suspicion of the interviewer’s motives but simply a case of matter-of-fact responses about an interlocal cooperative agreement which the participant had not initiated, did not acknowledge any tangible benefit, was presented with minor inconveniences, and endured faint praise mixed with public testimony which demonized his district about future consolidation prospects.

To the credit of the Site 4 participant, he expressed the value other interlocal cooperatives might bring to his district and his willingness to continue to aid those districts which might seek assistance.

### *Site 5*

#### *Purpose*

The Site 5 school district joined a consortium funded by grant money. The organization assisted advanced teachers college undergraduate students in attaining local substitute certification in order to gain valuable practitioner experience, to achieve payment for their services, and to assist participating schools attain qualified substitute teachers.

#### *Question #1. How was the agreement implemented?*

Participant: "I met several times with the college chair of the education department and offered a proposal to him to take students right after their student teaching experience, move the teaching experience up in the program and then have them substitute teach in their senior year. So they'd have real, authentic experience in the classroom."

In addition, "We wanted the program to start off as being successful, so we set the criteria pretty high. And then with the training and support that we give in the program, there is a weekly meeting that they have every Wednesday . . . They have a big group of support."

***Question #2. How has the interlocal agreement impacted your school district?***

Participant: “The cost of substitute teachers for us . . . is a direct cost because we don’t pay any social security or retirement [and the] money put in the program is exempt from the expenditure lid . . . If I’m a school that’s always against the expenditure lid, I’m going to use a regular expense that I can put outside the expenditure lid.”

Also, “When we invest in . . . college students, we invest in educators. Not only are we providing substitutes, but we’re also providing a great source of education for them.”

Interviewer: Is there anything else you would like to add?

Participant: “Earlier in their careers we are catching students who may have chosen what they thought was the area that they wanted to go into, but after having experiences, saw a different area. So, I think it helps students find the area of interest and the area that they’ll find themselves the most successful.”

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: “When you look at the undergraduates that come into the teaching program, they have a few hundred hours of actual field experience, where our students have 10 times that experience.”

In addition, “when both people have something that the other party has and they are willing to share it, obviously we carry some dependency on each other. Any time you create a dependency, whether it’s your job or my job, it’s going to get done because one partner can’t just pull out.”

Interviewer: Is there anything else?

Participant: “Right now the secretary in my office runs the program. Schools call into her, she takes the calls and she finds the subs . . . it could be a lot less labor intensive.”

### ***Summary***

The financial benefit was a secondary consideration; the Site 5 interlocal cooperative agreement had extensive curriculum implications. Those high school students being served by the college students with local substitute certification benefited by having instructors specifically trained in the subject matter. The college students gaining the paid practicum experience received invaluable staff development training. Also, because of the collaboration element built into the mandatory debriefing seminars for the college students, the school districts and student teachers both were rewarded with the opportunity to explore methodologies and classroom management techniques, as well as addressing curriculum issues such as sequential learning, appropriate levels of difficulty, and integration of academic disciplines.

The Site 5 participant championed the investment being made in the teacher practitioners; he stressed the unparalleled educational benefits and opportunities being made available because of the partnerships between the area schools, the local college, and the Nebraska Department of Education and the mutual dependency the arrangement relied upon for continual success.

## *Site 6*

### *Purpose*

The Site 6 school district formed an interlocal cooperative agreement with the city to remodel homes for low-rent housing development. The school district's construction class members worked at the job site for up to three consecutive instructional periods, under the supervision of the industrial technology teacher. All construction materials were provided by the city.

### *Question #1. How was the agreement implemented?*

Participant: "This is an effort by the city to improve housing . . . the city bought houses that needed some work, and the construction class did the labor for it and they've sold these house to low income people."

"We [the school's construction class] provide all the labor . . . our horticulture class does the outside landscaping."

In addition, "The city provides all the materials; we provide the tools, hammers, saws and all of that. The city will plumb it and of course they have inspectors that will inspect our electrical, our plumbing to meet code. And they'll actually then finalize the hook up to the water and the hook up to the electricity. We've done electrical wiring, and they proof all of that. So these kids come out of there with some basic knowledge of remodeling jobs and building there. And of course they've also built garages from the ground up so it's not necessarily remodeling."



***Question #2. How has the interlocal agreement impacted your school district?***

Participant: "It's been great public relations for both sides . . . the community sees what the school is doing, what they [the students] are learning."

Also, " We have not ever put the interlocal agreements outside of the budget as allowed by law . . . our board has the feeling that this would be circumventing the law. You have to have education, you have to have insurance and to put these things in the interlocal agreement outside of the budget lid is circumventing it. And not being fair to the taxpayers. And that's kind of their philosophy and I can accept that. We're only supposed to have a dollar five [revenue lid] this year and that's where we should be. We do so many things interlocally . . . we can put a third of our budget outside of the dollar five if we wanted to."

Interviewer: Is there anything else you would like to add?

Participant: "Well, we've done a lot of things with the city. For instance, we borrow their . . . street broom [and] their boom truck. At the same time, they borrow our one-man lift [and] they borrowed our pickup trucks when theirs went down. It's all in it together. There's a lot of agreement. You know it's all tax dollars."

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: "It's a class; it's a credit class just like anything else . . . No financial benefit at all, it's all just a learning experience. It's part of our curriculum."

Interviewer: Is there anything else?

Participant: “It’s all positive ... I don’t know of anything that’s negative. It’s worked very, very well.”

### ***Summary***

The Site 6 interlocal agreement had its greatest impact in providing school students who have vocational interests an opportunity to do community service projects. The hands-on remodeling construction is an important outlet of the construction curriculum, but the civic lessons about helping others and the community itself mold character and add depth to levels of personal compassion.

This cooperative also helped create and maintain a high level of sharing resources between the school and city. The interdependence between the two political subdivisions was evident in the inflections of the participant’s responses and in the numerous examples reeled off in the conversation.

Also, the Site 6 participant reflected the most conservative tone of all the participants when he explained that utilizing lid exemptions was paramount to an unethical circumventing of legislative tax restrictions. This was perceived by the researcher as the expression of an effort to safeguard public trust—emphasizing moral responsibility over legally-available budget options.

### ***Site 7***

#### ***Purpose***

The Site 7 school district formed an interlocal cooperative agreement with a neighboring school district which annexed portions of the Site 7 school district. “The

interlocal agreement was used as a method for the transition for those areas [of land] to come into ... [the district which was receiving the property].”

***Question #1. How was the agreement implemented?***

Participant: “There was a crisis . . . the army ammunition plant allegedly contaminated the water [for portions of our school district] . . . and there was a proposal for city water to be extended out to those people, which at that time were about three to five thousand people. And the city said they couldn’t get city water unless they were annexed, so a large part of the area asked to be annexed so that they could get city water, which the army [corps of engineers] then came in and provided. Along with the annexation there were two elementary and one middle school [buildings] that were in the annexed area . . . well, the interlocal agreement was used as a method for the transition . . . so we sat down and we tried to work on an agreement where the buildings would become property of [the neighboring district]. The portion of the area that was not annexed would receive reimbursement for that percent of the property that was left outside. So it took numerous meetings, I can’t even remember at this time, but they sat down and worked on an agreement [which provided that] the previous year’s per pupil cost would be paid to [our district] for all the kids that wished to continue their education [here]. It was really a win-win situation for both sides, and I think that’s why the agreement was reached. Politically it needed to happen. [The neighboring school district] didn’t have room in their facilities for the number of students that would come in had there been no agreement reached. And at the time there was no option enrollment

available so you were forced to attend the district of your residence. So that's why an agreement was reached."

***Question #2. How has the interlocal agreement impacted your school district?***

Participant: "Politically, I think it was the best thing for both [districts] because they were both already struggling with—one thing about annexation: people don't realize is that you don't get to vote on it. You don't vote your city council members, you don't get to vote on the mayor until after you're annexed, and after you've been annexed you can't be de-annexed. So, politically, there had to be something given back to the district—the right to continue to operate under the same mechanism they always had . . . I don't want to call it mistrust, but a lot of concern on local control."

Also, "We have not experienced any success . . . with moving school district boundaries. They tend to move with the city boundaries. Now that's not true across the state because . . . Omaha annexes but the school district boundaries don't move. So really there's no rhyme or reason on who's right or who's wrong. Nothing's ever been decided . . . No consistency."

Interviewer: Is there anything else you would like to add?

Participant: "We've been trying to rework the agreement. We've had 2-3 meetings a year on the agreement to either extend it, rework it or whatever. And the response of . . . [our partner] is that, with option enrollment now, you need no agreement."

**Question #3. How would you describe the effects of the interlocal agreement on your school district?**

Participant: Because the interlocal cooperative agreement expires June of 2004 our “district has been actively pursuing legislation [for protection against annexation] for years, and really have not accomplished a whole lot.” When the agreement expires, “it will take about 2.9 million dollars in local receipts away . . . [state officials have] said that money will directly shift over to state aid . . . We’ll have to see what happens.”

Another “thing that’s a negative is that whenever there’s an area annexed, not all of that area has kids, and so there is no cost associated with [educational obligations]. So all those tax dollars go to [the neighboring district], which has been real beneficial [for them] as far as industrial tax. [The main highway has a] corridor where there are no houses, all industry, and that has been annexed very readily as it has developed.”

Interviewer: Is there anything else?

Participant: “Another obstacle we’re seeing more and more of every year as the agreement gets closer to the end is the recruitment of students; [however], you know, that’s one of the beautiful things about a public school. You take the cards that are dealt and play the best you can. And I think public schools do a great job with that.”

***Summary***

The board game *Risk* is a game of land acquisitions. As in most games, things start out even. No one has a tactical advantage, yet through interaction, the passage of time, chance events, or any number of variables, one opponent gains the upper hand. That doesn’t make either player evil, only one player more fortunate. And with good fortune

comes wealth and positional power. The outlook for one player becomes vibrant; the other, blighted. In order to mollify the effects of unexpected loss, often the big winner will sometimes make initial efforts to compensate the misfortunate. Often the gesture brings good will, but the final result is one player wins and the other loses. In a board game, the effects are short-lived. But this make-believe scenario is played out in a real-life situation called annexation.

The Site 7 school district was the unfortunate victim of the ill effects brought on by annexation—in this case the massive transfer of land to one school district from another school district. Through no fault of either party, one district was to attain land, including three instructional sites, and the students who resided in the transferred area. An interlocal cooperative agreement set forth the 20-year payment terms the Site 7 school district was to receive as compensation.

The Site 7 participant conveyed the anxiety which accompanies change. The interlocal cooperative agreement was the instrument used to manage the educational changes. The agreement was also useful in allaying the political tensions about local control and self-determination.

The Site 7 participant also conveyed the frustration brought on by the fruitless negotiation attempts to keep the interlocal cooperative agreement in force. In terms of the game chess, the Site 7 district was constantly in check, and as the interlocal cooperative agreement approached its expiration date, checkmate seemed an unavoidable certainty.

### *Site 8*

#### *Purpose*

The Site 8 school district has joined with 150 other members to provide workmans comprehensive and property insurance to its membership at cost which is less than conventional, comparable insurance.

#### *Question #1. How was the agreement implemented?*

Participant: "Self-insurance is working in other places, other locales, county government, other entities throughout the nation . . . we tried to seize the opportunity to self-insure, not for profit environment . . . dividends are returned to the participating district after the claims for those outstanding years have been resolved and everything is closed out . . . Dividends are basically a credit to your premium for the next year as you renew."

#### *Question #2. How has the interlocal agreement impacted your school district?*

Participant: "The efficiencies, especially under limitations, whether it be spending our tax rate, any efficiencies are going to have direct benefit to classroom instruction."

In addition, "I think periodically the public relations benefit probably isn't as widespread as it could be . . . The School Boards Association, I think, does a pretty good job at reflecting out to board members. We get reports on what our dividends have been and what we've generated as savings . . . other associated people throughout the state see that same information that should show the value this pooling effort has provided."

Interviewer: Is there anything else you would like to add?

Participant: It is essential to do business locally to “keep the smiles alive on main street, in the coffee shop. And I think that’s money well spent. Because of that relationship, those are the type of people that advertise in all your athletic programs and those are the people that donate the \$25 savings bond to the essay contest winner of the 4th grade. And those relationships are very, very important.”

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: “The only time I had to think about our insurance coverage was when I had to fill out a form. Now I have to think about it more regularly because we are directly participating in the process. And I look at that as an advantage.”

Also, “I’m intrigued by interlocal agreements that can be brought together for an economy scale and for a greater efficiency in resource utilization . . . In the area of health insurance, I’d really love to start seeing if there’s a possibility . . . of interlocals in that area. Health insurance cooperatives, maybe a cooperative interlocal where there’s one central substitute teacher pool.”

Interviewer: Is there anything else?

Participant: “We may find out when studying a local cooperative, in the long run it could take away the competitive edge that doesn’t equate itself to efficiency. So you have to make sure you keep the opportunity open to have a competitive environment to services at the same time.”



### ***Summary***

The Site 8 participant was a true informant: responsive, articulate, and insightful. His professionalism was conveyed by the manner in which he continually brought all responses to the interview questions back to an emphasis on his service to the school district. He spoke of how the demands of belonging to an insurance cooperative motivated him to be more engaged in the process; he described the seeking of financial efficiencies with passionate resolve; he recognized the necessity of cultivating and then preserving community partnerships; he conveyed visionary leadership by being intrigued by the potential use of interlocal cooperative agreements in other educational areas while being cognizant of the detrimental effect that the excessive use of cooperative agreements could have on preserving the benefits of competition on economic transactions.

### **Within-Case Data Analysis, Section Two**

Due to the sizable number of interview sites (17) being analyzed, the interview sites were categorized into two sections depending upon the frequency of the application of their reported purpose. These final nine sites represented an unduplicated distribution of seven or more reported applications in Nebraska school districts.

### ***Site 9***

#### ***Purpose***

The Site 9 superintendent and a regional college administrator created an interlocal cooperative agreement to purchase jointly large volumes of paper products for better prices than could be attained separately.

***Question #1. How was the agreement implemented?***

Participant: “We looked at the service unit at what their paper buy was, and we just really didn’t think it was a good deal. We knew . . . [the local college] buys a lot of paper. We contacted them and . . . they were looking for someone to share the cost with because then they could up the amount of paper, color especially, they could get a better price for themselves . . . we figured we’re saving 30% over what we could buy ourselves.”

***Question #2. How has the interlocal agreement impacted your school district?***

Participant: “It [the paper cooperative] really was just a precursor to some other interlocals that we’ve started with them . . . We have taken their student teachers as part of our interlocal [and] we’re looking at an interlocal to use all of their facilities and they can use all of our facilities, both athletic and academic through an interlocal.” Right now, “We play our football games up there, which is part of an interlocal, our varsity games. Our JV and freshman are done on our field. So, our football field is really a secondary football field, we don’t have to upkeep that, and it comes down to a thing where both entities are not raising money for the football field.”

Also, “We have our own technology staff, but we’re using their people and their expertise.”

Interviewer: Is there anything else you would like to add?

Participant: “It [the political benefit] is a big one here because with our interlocals we’re not duplicating services . . . they [the general public] see the cooperation . . . money is tight, and if we work together it’s good for both of us.”

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: “We take a lot of student teachers . . . we also do practicums here, field experience. They [college administrators] provide a scholarship for . . . every three or every four student teachers that we take, and they provide a scholarship for one of our graduates to go to . . . [the local college].”

Interviewer: Is there anything else?

Participant: “If we had to get everything that we’re getting from [the college], it would cost us a lot of money. Vice versa, if they had to use a place for student teachers and that type of thing . . . Interlocals are now under scrutiny . . . But they’ve been more effective and they really do save money.”

***Summary***

Since choices are diligently sought by the mindless to the mindful, it is easy to comprehend why organizations use the economic principle of buying in volume by combining sales orders to attain savings and the functional variety organizations crave.

The Site 9 participant used this initial interlocal cooperative agreement as a springboard to form other, more educationally-meaningful agreements with the college. The school district accepted multiple placements for student teachers to participate in practicum experiences in fulfillment of their program requirements. They share consultant services when confronting technology challenges. They mutually invested in athletic facilities for their joint use.

The Site 9 participant revealed that the formation of this partnership with the local college has produced both positive and negative public reaction. The positive was patron appreciation for avoiding duplicating services, but the negative was the closed-minded reaction the participant had encountered concerning disdain for any cooperation or innovation.

### *Site 10*

#### *Purpose*

The Site 10 participant combined resources with two other school districts to create a high school alternative education program to serve unconventional students.

#### *Question #1. How was the agreement implemented?*

Participant: “We looked at better ways to provide alternative education . . . Our agreement . . . came about from a need that we had internally... the main situation there was we just didn’t like what we were doing, and we thought that there had to be a better way so the interlocal part of it came to be so that we would have the numbers to be able to support a full-time teacher . . . we just simply wanted to have a full-time teacher and a full-time assistant, and we thought that to be a little cost prohibitive just to do that for [our] 6 to 8 kids per semester. So, we . . . set up our program with the three districts.”

In addition, “the alternative ed program was designed to allow students the opportunity to maintain status towards graduation . . . It’s no longer punitive in nature, and it gives an additional opportunity . . . providing additional chances for kids. Before, kids had nowhere to go, and that would typically lead to expulsion or [they would] drop out because they were behind academically. They now have the opportunity to mediate,

get back on track, and then probably the big premise of the alternative program is to allow the students to be successful and then return to their own school [regular education].”

***Question #2. How has the interlocal agreement impacted your school district?***

Participant: “The interlocal agreement is a great service. And I think that makes it financially effective. The nice part of the interlocal agreement is that we can fund it; we don’t have to worry about funding it on a daily basis . . . at a very reasonable cost to other districts, our district has been able to maintain educational opportunities for challenged kids. The cost arrangement is that the other school districts involved pay a flat rate of x amount of dollars per slot.

The one thing that has to be good is the way the interlocal agreements are structured from our fiscal picture. To have that opportunity to have that [program costs] outside of our lid allows our board of education to indicate that we’re going to continue to support this . . . That’s a critical piece, I think because it’s like anything else in this day and age, you have so many quality programs but depending upon your individual funding considerations may or may not be able to sustain that effort from year 1 to year 2 and so on. So that’s critical, and if we lose that [expenditure exemption] then that program has to be considered with respect to importance, it’s sustainability, just like any other program.”

Interviewer: Is there anything else you would like to add?

Participant: “It would appear now that we’re much more of an open district—that we’re very willing to work with other entities. The aspect of providing something and then sharing that something to benefit kids is really a positive situation for our district.

We also know that with economic times being the way that they are, political pressure to keep kids in school has always been positive. This is a way to do that. So I think that we do gain from that stand point.”

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: “No longer does the school system have to take the blame for not providing something . . . there’s a great cooperation now . . . we want to do things together if it benefits kids from the three districts. I think that’s been really good . . . [although] we have not been able to accommodate all of their [our partner’s] needs as well as even all of our own . . . we need to be planning for expansion rather than continuing to limit to just a certain number of students.”

Interviewer: Is there anything else?

Participant: “The main obstacle that we’ve seen is consistency of the instructor. You have to find the right type of person that can demonstrate structure for those kids, can earn respect of those kids and can nurture and mother those kids . . . You have those personnel issues that need to be resolved or at least be aware of.”

Also, “We do require transportation to be the responsibility of the student and the parents and or district . . . What we didn’t consider is that some of those kids are in trouble with the law to the point they may not have driving privileges anymore.”

***Summary***

The Site 10 participant originated an interlocal cooperative agreement which generated multifaceted benefits for the school district. The participant’s evaluation of the

district's previous alternative educational program found it to be unsatisfactory: it was too punitive, it was too expensive to justify a full-time instructor and a part-time program was too inflexible, and most importantly it failed to meet the educational needs for a select segment of students. By cooperating with other districts, the Site 10 school district addressed all the above pitfalls.

Besides the educational gains provided by the interlocal cooperative agreement, financial benefits occurred and public relations benefits were directly tied to the additional educational opportunities.

### *Site 11*

#### *Purpose*

The Site 11 superintendent joined with city government to build and then operate jointly a school/public library facility.

#### *Question #1. How was the agreement implemented?*

Participant: "The library board . . . were starting to talk about remodeling or building a new building downtown . . . the Rotary club members got wind of that and formed a library foundation . . . [to] build the building next to the school and not downtown. The school didn't start the process. The school board and the administration over here were very cooperative. We thought it was a great idea, but we also knew there were going to be some turf battles. And so people, if they thought it was coming from us, we thought it might damage the effort, so we just laid low. The point is our partners' selling point was that it was totally donated. There's no tax money involved . . . the

school gave away the land. We actually deeded the ground to the library foundation . . . we have a joint budget now and anything purchased since then . . . is like joint ownership.

Also, “When they constructed this library, part of the agreement, or part of the design was to have what they call a community meeting room.”

***Question #2. How has the interlocal agreement impacted your school district?***

Participant: “We had adequate facilities. It wasn’t great, but they weren’t old. The high school library was actually located in a portion of the building that was built in 1980, so it was a newer part of the building. We’d always liked something bigger, and technology was a problem. We really didn’t have the space for all that. Also we could see that if we could combine this, that [effort] would give us more space to use for other things, which we have since taken our old high school library and converted it into a distance learning room, a classroom and a technology office. So we have [four] things that we wouldn’t have had: number one it gave us the space for a much larger collection of books. Two, it gave us double the budget to purchase books. Three, it vacated space in our existing building, which I mentioned earlier, used for other purposes, technology classroom, special ed and a distance learning classroom. Four, it allowed the library to be open much greater hours. So for the school it extended the hours for the students.”

In addition, “Everybody that I’ve ever talked to have said that really made a lot of sense. I’m glad our government officials don’t have their head stuck in the sand. It saves us tax dollars; we really appreciate that.”

Interviewer: Is there anything else you would like to add?



Participant: “We had to convince the public that it was okay to have the bells ringing in the library. The intercom was an issue, a big issue . . . they said we don’t want regularly scheduled classes down here. This isn’t a classroom we’re building, it’s a library.”

Also, “I guess if there were a community center or something like that in the future, I’m sure it [another interlocal agreement] would help ease the way.”

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: “It’s a budget benefit . . . it’s more important now. At the time we were in kind of a budget crunch both on the spending and the receipts side [of the budget lids].”

Also, “All bills are sent to the city. All bills. Anything for the library . . . They pay the bills monthly, quarterly they bill us for half and they also . . . credit us the maintenance. In other words, we provide the custodian. Now if there’s something major with the heating or air conditioning, the people that they hired to put it in take care of it. Their heat and light is geared separately. Even though we share the bill.”

Interviewer: Is there anything else?

Participant: “We’ve eliminated a couple of the study halls that we put in there because they were disruptive . . . It takes kid gloves because there are a lot of people that have this stigma about high school kids . . . So you have to be very careful on how you approach that. They’ve found out that it’s not all that bad, you know, the kids are okay

and some of them really enjoy the relationship of being around the kids. So, that's worked well and that's turned out to be a PR bonus."

### ***Summary***

The Site 11 participant described the hands-off role of the school district in the creation of their interlocal cooperative agreement with city government. Site 11 administration and board of education members were approached about the possibility of constructing a joint library facility and immediately recognized the importance of keeping their official response to the proposition low key to manage possible negative public reaction about "turf battles." This caution inferred a mistrust of motives, and this cautious "kid glove" approach was reinforced during the interview by remarks about discontinuing study halls in the library and having to negotiate the presence of bells and intercom system.

As illustrated above, the Site 11 school district took calculated and accommodating measures to insure the success of the cooperative, even providing the building site. But the district made significant educational and political gains as a result of their approachability which paves the way for further agreements.

### ***Site 12***

#### ***Purpose***

The Site 12 school district board of education and a neighboring board of education agreed to share superintendents.

***Question #1. How was the agreement implemented?***

Participant: “Well, with my agreement in the shared superintendency, one of [my original] board members, which I’ve been contracted with for 11 years, made mention that the superintendent of [the neighboring school] would be retiring in 2 or 3 years and a friend of his who is a member of the board over there they kind of brought up the subject that maybe we ought to see if I would want to work for both of them. And there was a meeting 3 years before [the other superintendent] retired to just gage the interest on the part of the two boards and myself and get his opinion on it. And we met, and it was just kind of generally agreed that upon his retirement that if everyone was still interested, then we’d pursue it, and it would develop from there. I had 3 years and [the other superintendent] kind of kept me abreast about what was going on over there on the issues.”

Interviewer: Is there anything else you would like to add?

Participant: “Well, I think, it’s small town rural Nebraska, and I’m assuming it’s the same in the east as it is in the west. The superintendent in my community probably makes more than anyone except maybe the banker there. And it’s a very high salary, and it’s probably difficult for boards of education to justify salaries like that. So I think it was an effort to spread a high cost between two districts and pass on some of the responsibilities. I handed down to subordinates, primarily principals and guidance counselors and to some degree secretaries, some of the responsibilities that they were qualified to do and someone with my degree didn’t necessarily have to do it. I think a lot of it was economics, and a lot of it was for PR. I think PR in the communities has been

well accepted because all of a sudden you have your top-level administrator cost reduced probably by 40%. Obviously my contract increased.”

***Question #2. How has the interlocal agreement impacted your school district?***

Participant: “Basically we did things out of necessity. We’ve . . . made [another] interlocal agreement . . . to share a special ed teacher . . . an English teacher and then we shared a business teacher in the past . . . It would have been difficult for us to find a half-time English teacher. Very difficult . . . it was a situation where we didn’t need a full-time employee and neither did the partnering district. So it was something that was mutually beneficial. We didn’t have to hire a full-time person to do a part-time job.”

In addition, “Six years ago there were [4] full-time principals [and 2] full-time superintendents . . . Now there’s a half-time superintendent at each of them, and all 4 of the principals teach the equivalency of 3 classes in addition to being principal. So we basically cut the administration staff in half . . . It’s certainly given a little more budget authority to each district. We run it through the cooperative fund.”

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: “So, I would say from the secretarial staff, to some extent the principals, counselors, I think they’ve probably noticed an increase in their responsibility of duties. And I don’t have many nights at home: I’ve seen an increase in my time as well . . . I think a downside is you’re not as accessible to the public as the public would like.”

Also, “sometimes it’s a little difficult to communicate . . . Just getting information back and forth [and providing staff development] would sometimes complicate things.”

In addition, “I’ve proposed an exact identical calendar to both boards and said basically this is something we need to agree on because I need a same calendar to work off of.”

Interviewer: Is there anything else?

Participant: “I think all of western Nebraska, the 30 schools out there, we’ve gotten together and negotiated the price of natural gas and signed an agreement . . . I think there are a lot of interlocal agreements that we can take advantage of in the future. But I don’t need them right now, and I don’t want to put my budget to that if I don’t have to.”

### ***Summary***

The Site 12 school district was motivated to form their interlocal cooperative agreements for two main reasons: the opportunity to save money by reducing their administrative costs by sharing the services of the most expensive employee and their concern about the lack of acceptable prospective employees.

The Site 12 participant indicated the sharing of personnel caused hardships and inefficiencies but were tolerated out of political and economic necessity.

### ***Site 13***

#### ***Purpose***

The Site 13 school district and the city government officials created an interlocal cooperative agreement to construct, maintain, and utilize a recreation center.

***Question #1. How was the agreement implemented?***

Participant: “The school district was getting ready to present a bond issue, and one of the things we needed was a second gymnasium. The city [offices were] in an old, run down building that was really beyond repair, and they needed a community conference center. And they had a need for community recreation. So the interlocal formed between the city and school. A separate bond issue for the city presented a plan for a new building that would house city offices, meeting rooms and serving kitchen and a gymnasium, and physical exercise area, a walking track, dressing rooms. And since their site was a block north of the school up on the highway, the school . . . put \$250,000 from our building fund into that project from an interlocal agreement to help in equipping and building the gym and dressing room part of that facility. In exchange, we get use of that, [but] the city owns the building, that’s clear. We’re in charge of complete supervision of any activity the school has over there.”

Interviewer: Is there anything else you would like to add?

Participant: “Our bond for the district was to be retired by a levy on property tax. The city, and this made up the other part you need, was going to pay with sales tax. They voted an additional 1% a few years earlier.”

In addition, “The campaign came from the school district and the patrons on the committee [they had] to present and sell and promote the bond issue and do most of the explanation on the need for the city vote. So the city was really not that involved in selling their building, but the patrons of the community, of the city, and the school were able to express the common need.”

***Question #2. How has the interlocal agreement impacted your school district?***

Participant: “It cemented the community; [they] got behind it. And both bond issues passed significantly . . . it’s got to be very cooperative, and I don’t talk about that in terms of 50/50. I don’t think you can have 50% participation. It has to be 100% cooperation . . . any interlocal agreement, I think, personally, should only be undertaken to solve a specified need. It should be equally beneficial to all parties.”

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: “I’d describe the effects as very, very positive . . . educationally you could say for a recreation area . . . We use that facility from 2:30 to 6:00; we have it blocked out for school use. And then we can schedule any other events for a time that the building is open. And . . . our high school schedule has boy and girl games and reserve and varsity games on the same day, typically a Saturday, and we use both gyms.”

Interviewer: Is there anything else?

Participant: This initial cooperative agreement “led to other areas of cooperation which are informal and not within the budgeted area. They’ll ask our grounds guy if they need some help, and we’ve instructed our people that if they need a hand with the city crew to please go [assist] . . . they built a new announcer stand and storage building real similar to what we have at the football field. So we can share that . . . we shared the cost of steel steps that can be put at either building.”

***Summary***

The Site 13 participant emphasized the need for total commitment by both partners of the interlocal cooperative agreement. The participant conveyed an openness to receive suggestions, to confront problems such as building security needs or damage caused by students, and to pursue other areas of cooperation with the city government.

The Site 13 school district gained academically through the sharing of the athletic facility because of the availability of alternative practice and performance courts reduced considerably the time-demands of students participating in indoor sport programs. This flexibility in scheduling allows students to enjoy a shorter school day and potentially have more time for academic studies.

***Site 14******Purpose***

The Site 14 school district joined with eight other schools to create an interlocal cooperative agreement to provide interactive distance learning capabilities to the member schools.

***Question #1. How was the agreement implemented?***

Participant: "Our distance learning program was the first interlocal agreement in [distance learning]. It began about 15 years ago when the state legislature said they wanted to select one school to pilot distance learning in the state of Nebraska. Ours was the first analog distance learning, real-time distance learning project in the state of Nebraska . . . that's how the whole thing got started. The need was determined by the



schools that were involved . . . we had both large and small schools and about 4 years later we added 4 more schools.”

***Question #2. How has the interlocal agreement impacted your school district?***

Participant: “This is the best thing that’s happened to our school in terms of cooperation . . . And what it did was give us the opportunity to share resources. And for especially some of the small schools, it provided them the opportunity to have courses that allowed them to keep their accreditation . . . that is probably a reason for those small schools to be a part of it. For those of us that were slightly larger, we got into it so that we could expand our offerings. And we offer a wide variety of classes as well as some college level classes during the day, and beginning in January we’re going to get a complete nursing program out of [a local college].”

Also, “It’s a very positive thing in the community because they see kids from the other communities; these kids get better acquainted on some other level than on the athletics plane. For most of our kids, they never knew another student from . . . one of the other schools other than on the competition athletic field, or they were dating each other. Now they’re getting to know each other from taking classes with each other and getting acquainted with them there, and they’ve developed new relationships, friendships and that sort of thing . . . The public sees it as a good thing.”

Interviewer: Is there anything else you would like to add?

Participant: “Most schools are running up against—with the 0% growth lid now—schools are running up against their budget limitations and they need this budget authority in order to grow their budget to meet contractor [operational] expenses . . . By

placing [interlocal agreement costs] in a cooperative fund, we can place that outside of our expenditure lid to give us more growth for the other expenditures that we have. It doesn't give us anything on the receipts side, but it does give us some on the expenditures."

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: "Now other schools look to us for leadership . . . we have to have a common schedule, a common calendar, and a common bell schedule . . . all of our schools have to have the same schedule . . . we can't force them to do that. That becomes an issue . . . they don't plan far enough ahead to utilize it as well as they should."

In addition, "We [need to] be able to put in the necessary connections and do things to connect the various pods . . . and combine it with a location clear across the state."

Interviewer: Is there anything else?

Participant: "All you have to do is look across the state and see all of about 20 schools in the entire state are members of distance learning consortiums today . . . we currently have 2 other interlocal agreements that we do cooperatively together. One is a curriculum consortium . . . and is in our coop fund."

***Summary***

The Site 14 participant explained the difficulties due to conflicting personalities and lack of planning in establishing organizational consistencies and compliances in a

nine member interlocal cooperative which calls upon autonomous members to adopt uniformity in calendars, schedules, and instructional periods.

Regardless of the difficulties the Site 14 participant emphasized that other interlocal agreements were organized as a result of the educational and financial gains provided in the original agreement.

### *Site 15*

#### *Purpose*

The Site 15 school district created an interlocal cooperative agreement with the city's utility company.

#### *Question #1. How was the agreement implemented?*

Participant: "You know, it's a small world of administration in Nebraska. I did a little investigating with some other schools that already had these interlocal agreements going and came up with this idea of an interlocal agreement with the local political subdivision [city utilities]. It was a substantial amount of money because it's fuel, electricity, water, and sewer that we all get from another political subdivision [city government] . . . it came about from, I guess, being in a little bit of a bind here levy wise and on expense side. This was only on the expense side; that is the way interlocal agreements work . . . so, if I could save the dollars outside the lid, save in terms of the lid, moving some money over that I was paying for fuel, electricity and sewer, it amounts to quite a bit of money. I talked to utilities about it and came up with the [interlocal agreement].

Well, our city has a utilities board that is a sub-board of the city council. So it [the proposal] actually went to the utilities board. They had actually heard of interlocal agreements before us because cities and counties had used it before schools. So they knew a little bit about what I was talking about, they had a discussion about what their benefit was. I said their benefit was that we were going to change and use a different firm for our gas and so on and they should have a year's notice and so on and that it [the proposal] would be worth it to them and could they help me. I said let me give you a sample of an agreement I've come up with and your consideration would be that we would have to give you a year's notice before we'd quit doing business with you; my consideration would be that you would sign the agreement and you would provide the fuel and so on, and that meets my obligation on page seven of the budget document."

***Question #2. How has the interlocal agreement impacted your school district?***

Participant: "We needed to get some dollars freed up to keep our teaching staff and keep our school . . . growing . . . I was looking for ways to get dollars outside of that limit and the interlocal agreement fulfilled that."

Also, "Politically it . . . prompted some more communication . . . they [the utility company] understood that they were helping the schools."

Interviewer: Is there anything else you would like to add?

Participant: "I give the legislature some credit for saying, you do need to have some exemptions, if you choose locally to take advantage of these exemptions, you can; we were able to do that . . . I'm sure it [loss of exemption] would have to be

grandfathered in over a number of years. And if you don't have other [exemptions] to replace that, we'd have to cut . . . people. Because that's what we are, a people business."

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: "Well, I think it's very positive as far as the board of education not having to RIF [lay off] teachers, not having to get into the cutting, at least to a lesser degree because we were able to place the dollars that we were spending on utilities outside that [expenditure] lid.

Administratively, we've been meeting with our partners basically a couple times a year to talk mainly about rates and if we have any problems with each other as far as any issues."

Interviewer: Is there anything else?

Participant: "I would say it's led to a couple three others [interlocal agreements] that we have now. This has been successful, and now we're doing it in a couple other areas with ALICAP insurance, and . . . We have an early retirement agreement that takes it out on the expense side [expenditure lid], but also helps on the levy side [revenue lid]."

***Summary***

The Site 15 participant explained that the interlocal cooperative agreement was created and implemented mainly for the expenditure lid exemption. Nebraska schools are restricted by lids, both expenditure lids and revenue lids. Currently, the expenditure lid restricts budget growth to zero percent, with possible exemptions (see Appendix K). One of these exemptions is money spent to fund interlocal cooperative agreements. By placing

the interlocal funds and other allowable exemptions outside the expenditure lid, more money can legally be spent to meet increasing operating costs. If exemptions were not available to school districts, the only way to absorb rising operating costs would be to cut programs and/or personnel.

These expenditure exemptions do not directly affect the revenue lid which restricts the tax levy to \$1.05, but many schools could not levy the entire \$1.05 levy if the expenditure exemptions didn't exist because the growth in district valuation might allow more tax revenue to be collected than can be legally spent. Thus expenditure lid exemptions can result in increased spending, and in some cases, higher property tax levies.

The Site 15 participant also asserted that the effect of losing the exemptions granted by Nebraska state statute §13-520 would be devastating to the Site 15 school district's ability to provide a quality education. To the Site 15 school district and many other districts, the expenditure lid exemption provided by the Interlocal Cooperative Act is essential.

### *Site 16*

#### *Purpose*

The Site 16 school district joined with 13 other schools to form an interlocal cooperative agreement which would receive and distribute a \$250,000 fine which was assessed by the EPA towards a local manufacturing firm. Furthermore, the cooperative took legal steps to make sure the receipt would be considered as a special grant fund which would not affect future state aid allotments to the member schools.

***Question #1. How was the agreement implemented?***

Participant: “Well, located in the county . . . is one of the world’s most modern steel plants . . . Apparently they let too many bad emissions into the air . . . and so the EPA monitoring it, discovered it and applied a heavy fine of \$250,000. And so the moneys that were distributed were going to be given to us through the county as fine money, which then becomes a county receipt. So, we engaged in a law firm and sued the State of Nebraska and asked to set up an interlocal cooperative agreement so that the funds could indeed be distributed to us, not through the fine process, but put into a cooperative . . . without it affecting state aid. We were successful, actually the state hardly fought . . . they [state officials] didn’t even show up for practical purposes. So we were successful, and the money was deposited into an account, split up [to the cooperative membership, based] basically on student enrollment.”

***Question #2. How has the interlocal agreement impacted your school district?***

Participant: “We spent that money on a number of building projects that we would not have normally been able to do at that time. We would have gotten it done sooner or later, but with those funds it was available for us to get it done sooner.

The reality of that is we didn’t want everyone and their brother checking into this. We didn’t want to create a blip on the radar screen for . . . [others] to see what we were doing. So, there wasn’t a great deal of publicity about it.”

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: “We want to show the patrons that we’re managing properly; we’re financially responsible with the funds that are available to us; we’re able to take care of all of the legal means available to us.”

Interviewer: Is there anything else?

Participant: “That particular one [interlocal agreement] led to the second one, which is an ongoing one . . . We just needed to take advantage of the expenditure limit exemptions.”

***Summary***

All Nebraska school districts receive local and county fines to fund their programs; the Site 16 school district and their interlocal cooperative agreement partners gained financially because of environmental-related fines. The interlocal cooperative agreement provided the vehicle to distribute the funds without negatively affecting future state aid.

The Site 16 participant emphasized two political realities: the need to demonstrate effective fund management to its public and the courage to battle state-level restrictions.

***Site 17***

***Purpose***

Site 17 administrators created an interlocal cooperative agreement with a local university and other school districts to allow college students in the university’s 5th year teacher program to have classroom experience and receive mentoring from exemplary



classroom teachers who were also given the opportunity to assist with some administrative functions in their school districts.

***Question #1. How was the agreement implemented?***

Participant: “The idea germinated—as far as to create the cadre—the college contacted the school initially and asked if we had people that were worthy and well qualified that would be exemplary, and could we make an arrangement to make them available for mentoring purposes. So it was initiated by the college and then the schools who agreed to participate.

And the other part is it gets the cadre associate—who is the exemplary teacher—it gives them the opportunity to work with the district on some administrative type things, higher level things in terms of organization, rather than just their classroom experiences. So it’s a good fit for that experienced teacher as well.”

Interviewer: Is there anything else you would like to add?

Participant: “The initial contact [from the college] was probably with my counterpart in the educational services . . . they talked to 60 plus people and eventually sent them to the personnel services.”

***Question #2. How has the interlocal agreement impacted your school district?***

Participant: “Public relations wise . . . [others in the public sector think] that we have some good quality people who know how to be leaders and have quality leadership skills . . . one of the things they do is help us with our planning process for each of the buildings. They’re out there meeting with members of the public. So they [the public] do

not associate that [praise] with the cadre program itself, but these people with their skills.”

Interviewer: Is there anything else?

Participant: “The dollars seem to be about the same when you look at it. The only thing is, you’re getting more bodies, and those bodies are less expensive than the one person that you pay normally. You’re taking one of your absolutely best classroom people and putting them in a leadership position and replacing them with first year teachers, with these younger teachers. So you get two of them to your one.

The financial benefit wasn’t the reason for its creation . . . but it may be one of the reasons why it continues to survive.”

***Question #3. How would you describe the effects of the interlocal agreement on your school district?***

Participant: “It’s a yearly decision how . . . to use the cadre people. And of course there’s always an adventure going back and forth from the school district and the university. Because you have quality people, everyone wants more and more of their time and the question comes who is getting the lightest portion of the time. And the discussion going on now is the university needs to cut back on their expectations.”

Interviewer: Is there anything else?

Participant: “Other interlocal agreements were the result of our finding ourselves being up against the spending [expenditure] lid.” We have “interlocal agreements with regard to security personnel . . . other interlocals with transportation . . . one . . . for utilities.”

*Summary*

The goal of every school district is to have every teacher be a master teacher. Yet the quandary exists that the best person to teach other teachers through guided practice and personalized attention is the exemplary teacher. Thus the Site 17 school district created the interlocal cooperative agreement to provide the mentoring programs to assist beginning teachers and to explore professional growth for the mentors themselves.

The Site 17 participant made references to the financial benefits and the public relation gains but did acknowledge how both the school district and its university partner wanted a greater share of the mentor's time and talents.

## Chapter 5

### Cross-Case Data Analysis Findings

#### *Introduction*

“In case study research, findings are presented in a qualitative report . . . to organize them according to the categories [and] themes” (Merriam, 1998, p. 229).

Creswell (1998) writes:

When multiple cases are chosen . . . first provide a detailed description of each case and themes within the case [see Chapter 4], called a within case analysis, followed by a thematic analysis across cases, called cross-case analysis, as well as assertions . . . of the meaning of the case. (p. 63)

This chapter provided the cross-case analysis.

In this study, a modified version of the Van Kaam method of data analysis (Moustakas, 1994, pp. 120-121) was used to identify the significant statements which were categorized into five general categories: Financial Benefits, Political Benefits, Educational Benefits, Obstacles, and Comments. In the coding process of identifying significant statements for “formal analysis,” the core theme “Other Cooperatives” emerged through “direct interpretation” (Stake, 1995, p. 78). This emergence of one of the core themes is consistent with Stake (1995): “There is no particular moment when data analysis begins. Analysis is a matter of giving meaning to first impressions as well to final compilations” (p. 71).

#### *Non-Emergent, Non-Core Theme—Expenditure Lid Exemption*

From the clustered general category “Financial Benefits,” the obvious major theme was related to the expenditure lid exemption allowance provided by Nebraska statutes. While this was an essential feature, it did not qualify as an emerging core theme

because the expenditure lid exemption is a widely-known characteristic which is an unremarkable revelation to many.

References to the expenditure lid exemption were recorded from the interview transcripts of 15 of the 17 sites. Specifically, the Site 2 participant explained: “Interlocal agreements don’t count under your lid, so that’s always an advantage”; Site 14 participant: “By placing that [program costs] in a cooperative fund, we can place that outside of our expenditure lid to give us more growth for the other expenditures”; Site 15 participant: “I was looking for ways to get dollars outside of that limit and the interlocal agreement fulfilled that”; Site 4 participant: “There are some advantages with levy lids and those types of things . . . public power or whatever. I think we all need to start looking at those types of things.”

However, two of the references about the expenditure lid exemption reflected negative assertions about the use of the exemption. Site 3 participant stated, “They [critics] perceive it only as a way to dodge the expenditure limitation”; Site 6 participant: “We have not ever put the interlocal agreements outside of the budget as allowed by law. Our board has the feeling that this would be circumventing the law.”

Yet, despite the existence of some public criticism towards exemptions, the Site 10 participant provided a summary explanation of the value and necessity of the expenditure lid exemption:

The one thing that has to be good is the way the interlocal agreements are structured from our fiscal picture. To have that opportunity to have that outside of our lid allows our board of education to indicate we’re going to continue to support this . . . That’s a critical piece, I think, because it’s like anything else in this day and age, you have so many quality programs but depending upon your individual funding considerations may or may not be able to sustain that effort

from year 1 to year 2 and so on. So that's critical, and if we lose that [expenditure exemption] then that program has to be considered with respect to importance, it's sustainability, just like any other program.

***Emergent Core Themes:***

Five major core themes, not including overwhelming references to the expenditure lid exemption, emerged from the invariant constituents (significant statements): Other Cooperatives, Cultivating Trust, Community Endearment, Discriminating Partnerships, and Boundless Potential.

***Core Theme #1 "Other Cooperatives"***

The first, directly-interpreted core theme, "Other Cooperatives" was the recorded phenomena that one interlocal cooperative agreement led to the creation of others. "Other Cooperatives" was referenced by 14 of the 17 sites. Participants indicated that the creation and implementation of their initial interlocal cooperative agreement caused them to seek or explore additional cooperatives.

Site 16 participant: "That particular one [interlocal agreement] led to the second one"; Site 2 participant: ". . . to build our unused budget authority [we] have entered into other interlocal agreements . . . we've tapped in on both sides of the lids . . . we're down to the bare minimum of unused budget authority. And so this year we did enter into an interlocal agreement with our city with the lights and water"; Site 12 participant: "I think there are a lot of interlocal agreements that we can take advantage of in the future. But I don't need them right now, and I don't want to put my budget to that if I don't have to"; Site 9 participant: "And it really was just a precursor to some other interlocals that we've started with them"; Site 17 participant: "Other interlocal agreements were the result of

our finding ourselves being up against the spending lid”; and Site 15 participant: “I would say it’s led to a couple three others that we have now.”

The Site 1 participant explained the building process,

Let’s do the win one soon thing and find one success and then let’s build on that. So we worked it out . . . and it was a very miniscule, but a nice start so to speak. And then we said, okay, that was okay, but let’s do something a little more significant, a little more complex.

The Site 3 participant commented on the expansive potential of interlocal cooperative agreements:

I think that the interlocals that have been formed are just a tip of the iceberg. I think we’ve just really begun to realize the flexibility they can create in these cooperative arrangements . . . I think there’s going to be a whole lot more that can be explored in this realm.

***Further analysis.*** The remaining emergent core themes were not directly interpreted as was the first emergent core theme. The four remaining core themes were discovered through further formal analysis. In the formal analysis using Moustakas’ (1994) modification of Van Kaam’s methodology, the general categories were created by “horizontalization,” which is the identifying of significant statements, followed by “reduction and elimination,” which is process of removing “overlapping, repetitive, and vague expressions” (pp. 120-121). The remaining significant statements, called “invariant constituents,” were clustered into the five forenamed general categories. These clusters were again subjected to further analysis—the creation of “subcategories” by the researcher to provide core themes (Merriam, 1998, p. 179).

### ***Core Theme #2 “Cultivating Trust”***

The general category “Political Benefits” provided two subcategories or core themes. The first theme which emerged from the second analysis of the significant statements was “Cultivating Trust,” which dealt with the school district’s awareness of the need to nurture trust within the district as well as to dispel distrust. The need for public trust and the recognition of instances of mistrust were found in 6 of the 17 sites.

In two of the previously quoted remarks, the Site 3 participant stated: “They [critics] perceive it only as a way to dodge the expenditure limitation,” and the Site 6 participant: “We have not ever put the interlocal agreements outside of the budget as allowed by law. Our board has the feeling that this would be circumventing the law.” These remarks illustrated the suspicion which accompanies the utilization of the expenditure lid exemption. The Site 3 participant further commented upon the lack of trust: “This school district is scrutinized like no other.”

The Site 16 participant commented about the district’s mistrust of potential state-level interference in the fund management aspect of the district’s interlocal cooperative agreement: “The reality of that is we didn’t want everyone and their brother checking into this. We didn’t want to create a blip on the radar screen for ... [others] to see what we were doing. So there wasn’t a great deal of publicity about it.”

The Site 7 participant explained the trust issue involved in an annexation situation:

One thing about annexation—people don’t realize that you don’t get to vote on it. You don’t vote your city council members, you don’t get to vote on the mayor until after you’re annexed, and after you’ve been annexed you can’t be de-annexed. So, politically, there had to be something given back to the district—the



right to continue to operate under the same mechanism they always had . . . I don't want to call it mistrust, but a lot of concern on local control.

When the Site 11 school district was initially approached about building a new library in conjunction with the city, school personnel were aware of issues of mistrust.

The Site 11 participant:

The school didn't start the process. The school board and the administration over here were very cooperative, we thought it was a great idea, but we also knew there were going to be some turf battles. And so people, if they thought it was coming from us, we thought it might damage the effort, so we just laid low.

The Site 11 participant was also cognizant of the possible mistrust some elderly patrons had concerning interactions with school students: "It takes kid gloves because there are a lot of people that have this stigma about high school kids . . . So you have to be very careful on how you approach that."

In the case of the Site 2 school district, the development of the interlocal agreement helped allay trust issues:

Like many schools we have had problems in our school buildings with relations between school and community . . . this was an ideal way to bridge that gap . . . Because we're such a small community, you need to have good communication . . . The trust factor wasn't going well for the school so that [the agreement to place a police officer in the school] helped.

### ***Core Theme #3 "Community Endearment"***

The Political Benefit category also produced a second core theme: "Community Endearment." "Community Endearment" referred to the deliberately-sought or accidentally-attained public praise associated with the implementation of an interlocal cooperative agreement. Ten of the 17 sites contained comments referencing this core theme.

Four of the site participants described deliberate endearing attempts. The Site 1 participant:

They [community members] appreciated the savings and the efforts . . . it wasn't by accident, it was by design . . . I said to our cooperative let's get some publicity, let's get the . . . [local paper] in here and explain what we are doing. And so we started getting all this positive feed back about our efforts. I have received more positive comments about the interlocal agreement than I did about building a . . . [new] school.

Site 16 participant: "We want to show the patrons that we're managing properly, we're financially responsible with the funds that are available to us, and we're able to take care of all the legal means available to us."

The Site 8 participant:

Keep the smiles alive on main street, in the coffee shop. I think that's money well spent. Because of that relationship, those are the type of people that advertise in all your athletic programs and those are the people that donate the \$25 savings bond to the essay contest winner of the 4th grade. And those relationships are very, very important.

The Site 4 participant made similar remarks: "With this particular [neighboring] district, we want to keep them happy . . . there's really no financial burden on us and it [the interlocal agreement] is not a time consuming thing."

The six remaining school sites which made comments about the "Community Endearment" theme found the endearing element as a pleasant byproduct of forming an interlocal cooperative agreement. Site 10 participant:

I think that's been really good. It would appear now that we're much more of an open district—that we're very willing to work with other entities . . . no longer does the school system have to take the blame for not providing something.

Site 17 participant: ". . . [others in the public sector think] that we have some good quality people who know how to be leaders and have quality leadership skills";

Site 14 participant: “And now other schools look to us for leadership”; Site 9 participant: “They [school patrons] see the cooperation . . . money is tight and if we work together it’s good . . . because with our interlocals we’re not duplicating services”; and Site 3 participant: “It provides a benefit that people understand . . . that we’re working cooperatively with another district to gain efficiencies.”

The Site 11 participant described the essence of the basis for public praise being directed to school officials: “. . . everybody that I’ve ever talked to has said that [the interlocal agreement] really made a lot of sense. I’m glad our government officials don’t have their head stuck in the sand. It saves us tax dollars; we really appreciate that.”

#### ***Core Theme #4 “Discriminating Partnerships”***

From the cross-case analysis of the significant statements from the general category “Obstacles,” the core theme “Discriminative Partnerships” emerged in 9 of the 17 sites.

“Discriminative Partnerships” referred to the need for the careful selection of partners with whom to form interlocal cooperative agreements. The participants, in the telling of their story, spoke of personal or organizational barriers which had to be overcome in the creation and implementation of the agreement.

The Site 1 participant explained the need for “Discriminating Partnerships”:

We kind of mitigated that [personality] barrier because we selected the one county supervisor that was the most innovative and creative to be our partner at the table and then came up with plans with him rather than trying to sell the most difficult [committee members] . . . if you have any latitude at all, pick your partners well.

Site 10 participant: “We have not been able to accommodate all of their [our partner’s] needs as well as even all of our own . . . You have those personnel issues that

need to be resolved or at least be aware of”; Site 5 participant: “Right now we’re looking at additional partners, maybe business partners to help fund some of the costs.”

Five of the sites cited difficulties associated with small group dynamics in partnerships. Site 13 participant:

There can be a tendency for either party to try to take advantage . . . we’re aware that can happen . . . everyone has to make this work . . . it’s got to be very cooperative and I don’t talk about that in terms of 50/50. I don’t think you can have 50% participation. It has to be 100% cooperation.

Site 4 participant: “We’ve had to call over and remind them to get the check sent over to us”; Site 14 participant:

We have to have a common schedule, a common calendar, and a common bell schedule . . . All of our schools have to have the same schedule . . . We can’t force them to do that. That becomes an issue . . . they don’t plan far enough ahead to utilize it as well as they should.

Site 17 participant: “Everyone wants more and more of their [shared personnel’s] time and the question comes who is getting the lightest portion of the time”; Site 12 participant: “Sometimes it’s a little difficult to communicate . . . Just getting information back and forth”; Site 7 participant: “We’ve been trying to rework the agreement. We’ve had 2-3 meetings a year on the agreement to either extend it, rework it or whatever. And the response of . . . [our partner] is that . . . you need no agreement.”

The Site 3 participant mentioned the hesitancy found in becoming interlocal agreement partners: “A fear that can evolve out of this—too much cooperation . . . there’s some concern that, is this just a prelude to reorganization? So you have that—on one hand it’s an advantage, but on the other hand it tends to be that there’s a lot of caution that goes into how much business is transacted and how business is transacted.”

The Site 1 participant explained why potential partners have to be screened discriminately: “Early on we decided that . . . [the university] was going to have a real difficult time participating in anything because the university guidelines are so bureaucratic and so structured that it didn’t look like they were going to be part of it much. *Every political entity has rules and reg [regulations] that get in the way. You need to learn about these barriers and see if you can work around them*” (emphasis added).

***Core Theme #5 “Boundless Potential”***

The two remaining general categories—“Educational Benefits” and “Comments” were combined, subjected further to Van Kaam’s analysis, and produced the final core theme “Boundless Potential” which emerged from 8 of 17 sites. “Boundless Potential” was terminology assigned to participants’ comments which conveyed optimism and enthusiasm in how interlocal cooperative agreements address educationally-related contingencies.

The Site 8 participant: “I’m intrigued by interlocal agreements . . . anything that’s related to human resources that can be done cooperatively can provide us services because our business is people . . . efficiencies, especially under limitations, whether it be spending our tax rate, any efficiencies are going to have direct benefit to classroom instruction.”

Seven sites championed the versatility interlocal agreements provided in addressing educational demands: Site 3 participant: “[interlocals] provide integrative opportunities to our student assignment plan”; Site 14 participant: “It [interlocals] provided the opportunity to have courses that allowed them [partner schools] to keep

their accreditation . . . And expand their curriculum”; Site 17 participant: “It gives the . . . exemplary teacher the opportunity to work with the district on some administrative type things, higher level things in terms of organization, rather than just their classroom experiences”; Site 5 participant: “[our partners] take students right after their student teaching experience, move the teaching experience up in the program and then have them substitute teach in their senior year. So they’d have real, authentic experience in the classroom”; Site 10 participant: “[our interlocal] was designed to allow students the opportunity to maintain status towards graduation . . . it gives an additional opportunity . . . providing additional chances for kids.”

The Site 11 participant detailed specific educationally-related problems and the solutions provided by the interlocal cooperative agreement:

Number one, it gave us the space for a much larger collection of books. Two, it gave us double the budget to purchase books. Three, it vacated space in our existing building used for other purposes—technology classroom, special education and a distance learning classroom. Four, it allowed the library to be open much greater hours so for the school it extended the hours for the students.

Site 3 and Site 1 participants captured the essence of the “Boundless Potential” which emerged from the utilization of interlocal cooperative agreements in Nebraska schools. Site 3 participant: “I would stand on the fact that we were able to . . . gain some efficiencies in this process . . . the thing about them [interlocals] is there truly is no boundary to service [they can provide].”

The Site 1 participant:

I think the sky’s the limit with this in terms of being creative . . . it’s probably many times more important [now] to look for interlocal agreements than it was in the late 90’s. . . . just the fact that school budgets are being rationed down so much, and then I see cities and counties that are struggling, too. That [expenditure

lid] exemption becomes more important . . . maybe the priorities of the major issues have flip-flopped over those years. So, I would say any school [personnel] that's not looking at their future with interlocal agreements or trying to get involved probably isn't serving their district well.

## Chapter 6

### Conclusions, Summation, and Recommendations

#### *Conclusions*

After performing archival analysis on data attained from the Nebraska Department of Education and the Nebraska State Auditor, the researcher interviewed 17 participants whose school districts had interlocal cooperative agreements for the 2001-2002 school year. Having analyzed the interview data using cross-case analysis, 5 core themes emerged: “Other Cooperatives,” “Cultivating Trust,” “Community Endearment,” “Discriminating Partnerships,” and “Boundless Potential.”

From these themes the researcher made the following conclusions:

- Revealed in the analysis of the archival data, Nebraska school districts had an impressive utilization rate concerning the creation and implementation of interlocal cooperative agreements—222 out of 263 or 84.4%. It was noteworthy that 24 districts were oblivious to their involvement; another 89 districts did not choose to claim the expenditure lid exemption in the budget documents. In addition, as established by the core theme “Other Cooperatives,” districts often found that one cooperative led to another one. In the Nebraska Department of Education data collected in September, 2001, 40 of the 109 schools had multiple interlocals. In the data from the Nebraska State Auditor gathered in April of 2002, 143 of 198 schools had multiple interlocal cooperative agreements; in the interview data, which was gathered 19 months after the second set of data were collected, 14 of 17 interview sites



indicated they were involved in or considering multiple interlocal cooperative agreements.

- Benefits associated with those districts which participate in interlocal cooperative agreements were genuine and numerous. Besides the discussed expenditure lid exemption, there were fiscal savings in forming cooperatives which shared personnel and physical plant resources; there were savings in joint purchasing of services and supplies; and there were savings applying the economy of scale in insurance pooling and fund investments.

Interlocal cooperative agreements provided educational benefits through expanded learning opportunities and curriculum offerings.

As indicated by the core theme “Community Endearment,” political benefits in the form of community praise and support were bestowed upon school leaders who took the initiative to seek partners in education. Regardless that the narratives which supported the core theme “Cultivating Trust” indicated possible issues of distrust when interlocal were created, the possibility remained to diminish trust issues or even repair them.

In addition, the core theme “Boundless Potential” reflected the enthusiastic optimism of attaining future savings, powerful learning experiences, and satisfying political alliances.

- During the planning process when officials consider the formation of interlocal cooperative agreements, organizational considerations found in the core theme “Discriminating Partnerships” will greatly enhance the possibility of creating effective cooperatives. The core theme provided insights on how to

circumvent personality shortcomings, and offered forewarnings about communication demands and bureaucratic infrastructures which make some partnerships less desirable or more strongly stated, undesirable.

### ***Summation***

The purpose for conducting this study was to investigate interlocal cooperative agreements in Nebraska school districts in order to glean insights upon why such agreements were implemented and to identify core themes which emerged during the course of the agreement's utilization.

These core themes provided a deeper understanding of the benefits and the pitfalls associated with the subject of this case study. Knowledge of these core themes will help practitioners make informed decisions about creating and then successfully implementing interlocal cooperative agreements for their own school systems. This knowledge could spark imagination about how interlocal cooperative agreements could impact local schools, inspire determination to seek educational partnerships based on the desire to provide ever-improving services to students and community, and guide decision-making in the course of transforming plans into fruition.

### ***Recommendations***

One recommendation to be derived from this study is that these research findings be disseminated to those administrators considering the creation and implementation of interlocal cooperative agreements. This knowledge could prove to be invaluable in establishing agreements which provide the desired benefits without succumbing to unforeseen difficulties.

The second recommendation involves further study. Using the findings of this research study as a knowledge base, a researcher may consider duplicating the examination of two sets of archival data, i.e., the 2004-2005 school budget documents and the required submission to the Nebraska State Auditor's office in accordance with LB 939 (2004)—see Appendix D. These sets of data could be compared and contrasted to measure percent of change in the number of interlocal agreements and to determine the unduplicated purposes for which the interlocals were created, as well as being subjected to other descriptive analysis.

## References

- Advisory Commission on Intergovernmental Relations (ACIR). (1983)  
*Intergovernmental Service Arrangements for Delivering Local Public Services: Update 1983*. Washington, DC: U.S. Government Printing Office.
- Bogdan, R. C., & Biklen, S. K. (1992). *Qualitative research for education*. Boston: Allyn and Bacon.
- Creswell, J. W. (1998). *Qualitative inquiry and research design*. Thousand Oaks, CA: SAGE.
- Gallagher v. City of Omaha*, 189 Neb. 598 (1973).
- Graves, B. W. (1964). *American intergovernmental relations: Their origins, historical development, and current status*. New York: Charles Scribner's Sons.
- Glesne, C., & Peshkin, A. (1992). *Becoming qualitative researchers: An introduction*. White Plains, NY: Longman.
- Hamel, J., Dufour, S., & Fortin, D. (1993). *Case study methods*. NewburyPark, CA: Sage.
- Heinzman V. County of Hall*, 213 Neb. 268 (1983).
- Kubicek v. City of Lincoln*, 265 Neb. 521 (2003).
- LB 81 Committee records: Introducer's statement of intent, Government, Military and Veterans Affairs Committee, Nebraska State Legislature, (1991).
- LB 81 Floor debate, Nebraska State Legislature, (1991).
- LB 104 Committee records: Introducer's statement of purpose, Public Works Committee, Nebraska State Legislature, (1975).

LB 104 Committee records: Public Works Committee, Nebraska State Legislature,  
(1975).

LB 657 Committee records: Salaries and Claims Committee, Nebraska State Legislature,  
(1963).

LB 657 Floor debate, Nebraska State Legislature, (1963).

LB 731 Committee records: Introducer's statement of intent, Government, Military and  
Veterans Affairs Committee, Nebraska State Legislature, (1991).

LB 874 Committee records: Introducer's statement of purpose, Banking, Commerce and  
Insurance Committee, Nebraska State Legislature, (1971).

LB 1177 Floor debate, Nebraska State Legislature, (1996).

Margo, R. N. (1992). *Interlocal governmental cooperation: A growing trend among cities attempting to cut costs while maintaining services*. Doctoral Dissertation, Golden Gate University, California.

*McVarish v. Mid-Nebraskan Community Mental Health Ctr*, 696 F.2d 69  
(8th Cir. 1982).

Merriam, S. B. (1988). *Case study research in education: A qualitative approach*.  
San Francisco, CA: Jossey-Bass.

Merriam, S. B. (1998). *Qualitative research and case study application in education*.  
San Francisco, CA: Jossey-Bass.

Mertens, D. M. (1998). *Research methods in education and psychology: Integrating diversity with quantitative & qualitative approaches*. Thousand Oaks, CA: Sage.

Moustakas, C. E. (1994). *Phenomenological research methods*. Thousand Oaks, CA:

Sage.

*Op. Att'y Gen. No. 18*, Nebraska Attorney General (Febr. 1, 1983).

*Op. Att'y Gen. No. 152*, Nebraska Attorney General (Oct. 26, 1983).

*Op. Att'y Gen. No. 55*, Nebraska Attorney General (July 6, 1993).

*Op. Att'y Gen. No. 87*, Nebraska Attorney General (Dec. 23, 1996).

*Op. Att'y Gen. No. 11*, Nebraska Attorney General (Feb. 14, 1997).

*Op. Att'y Gen. No. 36*, Nebraska Attorney General (Aug. 7, 1998).

Silverman, D. (2000). *Doing qualitative research*. Thousand Oaks, CA: Sage.

Stake, R. E. (1995). *The art of case study research*. Thousand Oaks, CA: Sage.

*Summary of Nebraska Political Subdivisions' Interlocal Cooperative Agreements and Joint Public Agencies*. (2002, November). State of Nebraska Auditor of Public Accounts.

Tashakkori, A., & Teddlie, C. (1998). *Mixed methodology: Combining qualitative and quantitative approaches*. Thousand Oaks, CA: Sage.

Uerling, D. F. (1983). The Interlocal Cooperation Act. *Nebraska School Law Reporter*. Lincoln: Nebraska Association of School Boards.

Yin, R. K. (1984). *Case study research: Design and methods*. Newbury Park, CA: Sage.

Yin, R. K. (1989). *Case study research: Design and methods*. Newbury Park, CA: Sage.

**Appendix A**

**Cover Letter From State Auditor's Survey**

# STATE OF NEBRASKA

## AUDITOR OF PUBLIC ACCOUNTS

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April 8, 2002

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Dear Mr. Sharp,

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The Nebraska Auditor of Public Accounts (APA), in accordance with Neb. Rev. Stat. Sections 84-304 and 84-305, is currently in the process of gathering information relating to the Interlocal Cooperation Act, Neb. Rev. Stat. Sections 13-801 to 13-827, and the Joint Public Agency Act, Neb. Rev. Stat. Sections 13-2501 to 13-2550. This survey and request for information is being sent to all political subdivisions in the State of Nebraska.

Interlocal Cooperation Agreements and Joint Public Agencies can be established in regard to resource districts, agriculture, airports, emergency medical services, fire protection, public safety, drug enforcement, 911 services, road or highway maintenance, etc.

The APA is accumulating the following information for each agreement:

- Where a separate legal entity was established, the following needs to be identified:
  - a. The public agencies involved in the agreement.
  - b. The name of the established entity.
  - c. The duration of the agreement.
  - d. The general organization, composition, and nature of the entity created by the agreement.
  - e. The powers delegated to the entity.
  - f. The purpose of the entity.
  - g. Does this entity levy a tax?
  - h. How is the entity financed?
  - i. Who maintains the financial information of the entity?
  - j. The entity's contact name and address.
  - k. Has the entity received an audit in the last year?
  - l. Was the entity created based on the Interlocal Cooperation Act or the Joint Public Agency Act?



- Where a separate entity was not formed, the following needs to be identified:
  - a. The public agencies involved in the agreement.
  - b. The duration of the agreement.
  - c. The general organization, composition, and nature of the entity created by the agreement.
  - d. Who administers the agreed-upon responsibilities?
  - e. What powers are delegated under the agreement?
  - f. The purpose of the agreement.
  - g. How is the agreement financed?
  - h. Who maintains the financial information regarding the agreed-upon responsibilities?
  - i. Who has title to the real or personal property used in the joint or cooperative undertaking?
  - j. The agreement contact's name and address.
  - k. Was the agreement based on the Interlocal Cooperation Act or the Joint Public Agency Act?

We would appreciate your cooperation in obtaining the above information relating to the Interlocal Cooperation Act or the Joint Public Agency Act.

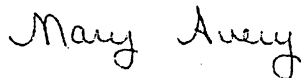
Please complete only the last page, sign, date, and return, along with the copies by May 1, 2002 to:

Mary Avery, Manager  
Special Audits and Evaluations  
Auditor of Public Accounts  
PO Box 98917  
Lincoln, NE 68509-8917

If you would prefer to assist us by completing the answers to the questions identified above in an Excel spreadsheet, please contact me and I can either E-mail it to you or send you a disk.

If you have any questions, please contact Mary Avery at (402) 471-3723 or by E-Mail at [MaryJAvery@aol.com](mailto:MaryJAvery@aol.com).

Sincerely,



Mary Avery  
Special Audits and Evaluations Manager  
Auditor of Public Accounts

**Appendix B**  
**State Auditor's Survey**

Milligan Public Schools, Fillmore County  
(30-0071)

Return the completed information to:

Mary Avery, Manager  
Special Audits and Evaluations  
Auditor of Public Accounts  
PO Box 98917  
Lincoln, NE 68509-8917

- Please list all agreements your public agency has in place under the Interlocal Cooperation Act or the Joint Public Agency Act as of April 1, 2002.
- Please provide a copy of the contract or document identifying the approved agreement listed. If you do not have a copy of the agreement, please provide a contact name and phone number so we may contact them to get this information.

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

.....  
Please check the appropriate box, sign, date, and return.

- We do not participate in any agreements under the Interlocal Cooperation Act or Joint Public Agency Act.
- We have listed and enclosed copies and information for all agreements.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Appendix C**

**1959 Agreement Prior to Interlocal Cooperative Act**

This agreement made and entered into this 24th day of February 1959, by and between the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the "City" and the County of Lancaster, Nebraska, hereinafter called the "County", is for the purpose of the establishment, operation and maintenance of the Lincoln City-Lancaster County Planning and Zoning Commission, hereinafter called the "Commission".

Now, therefore, it is mutually agreed by and between the parties hereto as follows:

1. The Lincoln City-Lancaster County Planning and Zoning Commission created by City Ordinance No. 6863 and County Resolution No. 1521 shall become effective on 1st day of March, 1959. The present members of the City Planning Commission shall be the members of the Commission. When permissible by law, the membership of the Commission shall be apportioned between the City and County in accordance with the laws of the State of Nebraska. The present staff of the City Planning Commission shall be the staff of the Lincoln City-Lancaster County Planning and Zoning Commission.

2. The City shall provide office space for the Commission.

3. In sharing the expense of the mutually approved Commission budget, the City shall pay eighty (80) per cent and the County twenty (20) per cent, these percentages being determined after consideration of the population and area ratios of the two political areas. The remaining balance of the Commission's budget for the City fiscal year of 1958-59 shall be apportioned on the above basis. At the beginning of each City fiscal year the County shall transmit its share of the Commission budget to the City. The City shall, at the end of the City fiscal year, inform the County of the balance in the Commission's budget, and the County's credit of the remaining balance. All financial and contractual transactions shall be handled by the City after approval by the Board of Commissioners.

4. In the event a contract with a consultant is entered into for the development of all or a part of a comprehensive plan for the City and County, or parts of the City and parts of the County, each unit of government shall contribute to the payment of said contract the amounts allocated to the City and the County by the consultant prior to entering into said contract.

5. The Commission and its staff shall be available to the County on request of the County Commissioners.

6. In the event the combined Commission is dissolved, the furniture and equipment obtained after its formation shall be returned to each unit of government on the basis of the money contributed to the Commission's budget.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first above written.

ATTEST:

CITY OF LINCOLN, NEBRASKA

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_

Mayor

ATTEST:

COUNTY OF LANCASTER

\_\_\_\_\_  
County Clerk

By \_\_\_\_\_

Chairman, Board of County  
Commissioners

Approved as to Form

**Appendix D**

**2004 Required Submission to State Auditor**

STATE OF NEBRASKA  
**REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS**  
 FOR THE PERIOD JULY 1, 2003 THROUGH JUNE 30, 2004

LB 939 was passed by the Legislature on April 6, 2004. The legislation requires any governing body which is a party to an agreement pursuant to the Interlocal Cooperation Act or the Joint Public Agency Act to provide information to the Auditor of Public Accounts regarding such agreements. The information is to be filed with the Auditor of Public Accounts on or before December 31 of each year.

\_\_\_\_\_ SUBDIVISION NAME \_\_\_\_\_ COUNTY \_\_\_\_\_

Subdivision Contact Information	
Name & Title:	_____
Mailing Address:	_____
City, Zip:	_____
Phone Number:	_____
E-Mail Address:	_____

If your subdivision WAS involved in any Agreements during this reporting period, please complete the following page providing the information requested for all Agreements using the directions below:

- Column 1: Provide the names of all subdivisions that are part of the Agreement.  
**Note:** You do not need to list your own subdivision.
- Column 2: Provide the dates covered by the Agreement. For example, 7/1/03 through 6/30/04, or if not specifically written out in the Agreement indicate N/A.
- Column 3: Include a brief description of the purpose of the Agreement.

If your subdivision WAS NOT involved in any Agreements for this reporting period, please indicate below.

This subdivision was **NOT** involved in  any Agreements.

This completed form should include the Subdivision Name and County in which it is located at the top of each page. Contact Subdivision Information should also be completed. This contact information will be used for any future correspondence necessary. This form is required to be submitted by December 31, 2004 to the Auditor of Public Accounts.

Contact and Submission Information
Deann Haeffner, Deputy State Auditor Auditor of Public Accounts P.O. Box 98917, Lincoln, Nebraska 68509-8917 <b>Telephone:</b> (402) 471-2111 <b>FAX:</b> (402) 471-3301 <b>E-Mail:</b> haeffner@mail.stafe.ne.us

**REPORT OF JOINT PUBLIC AGENCY AND INTERLOCAL AGREEMENTS  
REPORTING PERIOD JULY 1, 2003 THROUGH JUNE 30, 2004**

SUBDIVISION NAME		COUNTY
Parties to Agreement (Column 1)	Agreement Period (Column 2)	Description (Column 3)
<i>Example:</i>		
Lancaster County City of Lincoln	7-1-03 to 6-30-04	Law Enforcement Jail Facilities

\* Copy page as necessary to list ALL Agreements.



**Appendix E**  
**IRB Approval**



January 15, 2003

RESEARCH COMPLIANCE SERVICES  
Institutional Review BoardMr. Thomas Sharp  
Box 155  
Milligan NE 68406

IRB#: 2002-12-114 EX

TITLE OF PROPOSAL: Utilization of Nebraska Interlocal Cooperative Agreements by  
Selected School Districts: A Multi-Site Case Study

Dear Mr. Sharp:

This letter is to officially notify you of the approval of your project by the Institutional Review Board (IRB) for the Protection of Human Subjects. This project has been approved by the Unit Review Committee from your college and sent to the IRB. It is the Board's opinion that you have provided adequate safeguards for the rights and welfare of the participants in this study. Your proposal seems to be in compliance with this institution's Federal Wide Assurance 00002258 and the DHHS Regulations for the Protection of Human Subjects (45 CFR 46) and has been classified as exempt.

Date of EX Review: 12/12/02

You are authorized to implement this study as of the Date of Final Approval: 1/14/03. This approval is Valid Until: 1/14/04.

1. Enclosed is the IRB approved Informed Consent form for this project. Please use this form when making copies to distribute to your participants. If it is necessary to create a new informed consent form, please send us your original so that we may approve and stamp it before it is distributed to participants.

This project should be conducted in full accordance with all applicable sections of the IRB Guidelines and you should notify the IRB immediately of any proposed changes that may affect the exempt status of your research project. You should report any unanticipated problems involving risks to the participants or others to the Board. For projects which continue beyond one year from the starting date, the IRB will request continuing review and update of the research project. Your study will be due for continuing review as indicated above. The investigator must also advise the Board when this study is discontinued.

If you have any questions, please contact Shirley Horstman, Research Compliance Coordinator, at 472-9417.

Sincerely,

Marcela Raffaelli, Chair  
for the IRB

cc: Faculty Advisor  
Unit Review Committee

**Appendix F**

**Piloted Interview Questions**

### Piloted Interview Questions

I am interested in investigating your district's interlocal cooperative agreement involving

---

1. How did the existence of this interlocal cooperative agreement come about?
2. How has the interlocal cooperative agreement benefited your district?
3. How has the interlocal cooperative agreement benefited your partner(s)?
4. How would you describe the effects, either positive or negative, which resulted from your interlocal cooperative agreement?
5. How do you evaluate the continued effectiveness of your interlocal cooperative agreement?
6. What obstacles hamper the effectiveness of your interlocal cooperative agreement?
7. What else can you tell me about your interlocal cooperative agreement?

Do you have photocopies that I may have of any artifacts that document the interlocal cooperative agreement process? i.e., newspaper articles, school newsletters, presentations made to your board of education, other such artifacts?

**Appendix G**  
**Revised Interview Questions**

## Revised Interview Questions

I am interested in investigating your district's interlocal cooperative agreement involving

---

1. How did the existence of this interlocal cooperative agreement come about?
2. How has the interlocal cooperative agreement benefited the internal operation of your school district?
3. How has the interlocal cooperative agreement benefited public relations?
4. How has the interlocal cooperative agreement benefited your partner(s)?
5. How would you describe the effects, either positive or negative, which resulted from your interlocal cooperative agreement?
6. How do you evaluate the continued effectiveness of your interlocal cooperative agreement?
7. What obstacles hamper the effectiveness of your interlocal cooperative agreement?
8. What else can you tell me about your interlocal cooperative agreement?

Do you have photocopies that I may have of any artifacts that document the interlocal cooperative agreement process? i.e., newspaper articles, school newsletters, presentations made to your board of education, other such artifacts?

**Appendix H**  
**Initial involvement Letter**



DEPARTMENT OF EDUCATIONAL ADMINISTRATION

Initial Superintendent or Designee  
Involvement Letter

Dear \_\_\_\_\_

I am superintendent of the Exeter-Milligan school system. I am currently working on my Ph.D in Administration, Curriculum, and Instruction at the University of Nebraska - Lincoln.

As a superintendent, I have formed Interlocal Cooperative Agreements to benefit my district, and my research focuses on how Interlocal Cooperative Agreements are utilized in Nebraska schools.

I am contacting your district because it had an Interlocal Cooperative Agreement in place for the 2001 - 2002 school year, and your district represents a research population selected for sampling.

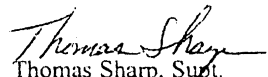
As part of the qualitative research process, I would like to interview you about your district's Interlocal Cooperative Agreement. Initial approval for this project has been obtained from the University of Nebraska Institutional Review Board and my graduate supervisory committee co-chairs Dr. Larry Dlugosh and Dr. L. James Walter.

I would like to schedule a meeting with you at your workplace to answer any questions you may have about the research process and to obtain your approval for the interview.

If you agree to discuss a possible interview session with me, please contact me by referring to my business card which has my contact numbers.

It is my hope that my research will relate the effects that Interlocal Cooperative Agreements have upon educational entities and their delivery of their services to the public.

Sincerely,

  
Thomas Sharp, Supt.  
Exeter-Milligan Public School

**Exeter-Milligan Public Schools**



Thomas Sharp  
Superintendent  
318 So. River Ave.  
Exeter, NE 68351

Bus: 402-266-5911  
Fax: 402-266-4811  
tsharp@esu6.org



**Appendix I**  
**Informed Consent Form**

IRB#2002-12-114 EX

## Informed Consent Form

### Identification of Project:

Utilization of Nebraska Interlocal Cooperative Agreements by Selected School Districts: A Multi-Site Case Study

### Purpose of the Research:

This is a research project that will relate the effects that Interlocal Cooperative Agreements have upon educational entities and their delivery of their services to the public. You must be 19 years of age or older to participate. You are invited to participate in this study because of your district's use of an Interlocal Cooperative Agreement.

### Procedures:

Participation in this study will require approximately 60 minutes of your time. First, I would like to conduct an interview with you at your workplace; this interview will be audio taped with your permission. Then after the interview is transcribed, you will be asked to review the typed transcript to provide validity through member checking and to provide you with an opportunity to request additional editing.

### Risks and/or Discomforts:

There are no known risks or discomforts associated with this research. In the event of problems resulting from participation in the study, psychological treatment is available on a sliding fee scale at the UNL Psychological Consultation Center, telephone (402) 472 - 2351.

Page 1 of 3 Pages

IRB#2002-12-114 EX

**Benefits:**

There are no direct benefits from participating in this study; however, the potential contribution to the understanding of Interlocal Cooperative agreements may prove beneficial to all Nebraska school districts.

**Confidentiality:**

Any information obtained during this study which could identify you will be kept strictly confidential. The audiotapes and their transcriptions will be stored in a safe in the investigator's office and will only be seen by the investigators during the study. The audiotapes will be destroyed after transcriptions are completed and verified by you. All data will be stored in a secure place and destroyed one year after the study is completed.

Any information obtained from your participation in this study will be reported to protect your anonymity; segments of the transcription may be included in the dissertation and any subsequent reporting of the findings at scientific meetings or in scientific journals.

**Compensation:**

There will be no compensation for participating in this study.

**Opportunity to Ask Questions:**

You may ask any questions concerning this research and have those questions answered to your satisfaction before agreeing to participate in or during this study. Or you may call the investigators at any time: Principal Investigator: Thomas Sharp; office phone (402) 266 - 5911 or home phone (402) 629 - 4589. Secondary Investigator/ Advisor: Dr. Larry Dlugosh; office phone (402) 472 - 3726 or home phone (402) 472 - 0975.

If you have any questions concerning your rights as a research subject that have not been answered by the investigators, you may contact the University of Nebraska-Lincoln Institutional Review Board, telephone (402) 472 - 6965.

IRB#2002-12-114 EX

**Freedom to Withdraw:**

You have the right to refuse to take part in this study, or withdraw your consent after the interview process without adversely affecting your relationship with the investigators or the University of Nebraska. Your decision will not result in any loss or benefits to which you are otherwise entitled.

**Consent, Right to Receive a Copy:**

You are voluntarily making a decision to participate in this research study. Your signature certifies that you have decided to participate having read and understood the information presented. You will be given a copy of this consent form for your records.

\_\_\_\_\_ Check if you agree to be audio taped during the interview.

\_\_\_\_\_  
Signature of Research Participant

\_\_\_\_\_  
Date

*Thomas Sharp*  
\_\_\_\_\_  
Signature of Principal Researcher

*12/30/02*  
\_\_\_\_\_  
Date

*Larry Dlugosh*  
\_\_\_\_\_  
Signature of Advisor

*01/06/03*  
\_\_\_\_\_  
Date

**Name and Phone number of Investigators:**

Thomas Sharp, Principal Investigator      Office: (402) 266 - 5911  
Dr. Larry Dlugosh, Advisor                      Office (402) 472 - 3726

**Appendix J**  
**Transcription Cover Letter**

Thomas Sharp  
Box 155  
Milligan, NE 68406

3/29/04

(Name and Address deleted)

Dear Participant,

Enclosed is a copy of your transcribed interview with me. Please review the interview for accuracy and content. If there is any information you believe should not be shared, let me know and it will be discarded, or make any changes to the interview transcript and send it back to me.

Some of the emerging themes include the variety of uses for interlocal cooperative agreements and the main benefits: financial, educational, public relational.

When I quote any of the comments from the transcript, you will not be linked to the data by name or site -- a pseudonym will be used.

Thank you very much for your time, cooperation, and expertise. If I don't hear from you soon, I will assume the transcript is okay. My e-mail address is [tsharp@esu6.org](mailto:tsharp@esu6.org).

Sincerely,

Thomas Sharp, Supt.  
Exeter-Milligan Public School

**Appendix K**

**Nebraska State Statute §13-520**

**§ 13-520. Limitations; not applicable to certain restricted funds.**

The limitations in section 13-519 shall not apply to (1) restricted funds budgeted for capital improvements, (2) restricted funds expended from a qualified sinking fund for acquisition or replacement of tangible personal property with a useful life of five years or more, (3) restricted funds pledged to retire bonded indebtedness, used by a public airport to retire interest-free loans from the Department of Aeronautics in lieu of bonded indebtedness at a lower cost to the public airport, or used to pay other financial instruments that are approved and agreed to before July 1, 1999, in the same manner as bonds by a governing body created under section 35-501, (4) restricted funds budgeted in support of a service which is the subject of an agreement or a modification of an existing agreement whether operated by one of the parties to the agreement or by an independent joint entity or joint public agency, (5) restricted funds budgeted to pay for repairs to infrastructure damaged by a natural disaster which is declared a disaster emergency pursuant to the Emergency Management Act, or (6) restricted funds budgeted to pay for judgments, except judgments or orders from the Commission of Industrial Relations, obtained against a governmental unit which require or obligate a governmental unit to pay such judgment, to the extent such judgment is not paid by liability insurance coverage of a governmental unit.

Source: Laws 1996, LB 299, § 3; Laws 1998, LB 989, § 3; Laws 1999, LB 86, § 8; Laws 1999, LB 87, § 54; Laws 1999, LB 141, § 1.



**Appendix L**

**Report of External Auditor**

### Report of External Auditor

Prior to Thomas Sharp's formal proposal of the dissertation to his committee, I was requested by Mr. Sharp to serve as an external auditor of his qualitative research study, "Utilization of Nebraska Interlocal Cooperative Agreements by Selected School Districts: A Multi-Site Case Study."

My involvement was primarily directed to the interview process and the subsequent analysis and presentation of the interview data, although I held discussions with Mr. Sharp of the archival data which had been collected and analyzed prior to the formal proposal for the purpose of guiding the purposeful selection of the interview sites.

In my role as external auditor:

- I actively oversaw the purposeful selection process of potential interview sites.
- I examined the attained consent forms, and all informants had signed the consent form which had the IRB approval number.
- All informants had been asked to review the transcription of their own interview, and I determined that any revisions or deletions which results from the responses received back from the participants were used in the data analysis process.
- I reviewed the data analysis process and its application to the interview data for generating categories and subsequent emerging themes as described in the dissertation.
- In the later stages of data analysis. I discussed with Mr. Sharp the existence of both non-emergent and emergent core themes.
- I reviewed the findings and conclusions and determined they were grounded in the data and therefore supportable for presentation.

As external auditor, my role was to oversee the process for establishing external validity, which is the assurance that the themes generated in Mr. Sharp's qualitative study are accurate generalizations extracted from the data. I am satisfied that the research was vigorously enacted and is confirmed in the findings.

Attested to this 4th day of January, 2005.



Keith Rohwer, Ed.D.