

Board of Education Special Meeting
Tuesday, July 28, 2020 12:00 PM

District Central Office -- Training Room
1519 10th Street
Gering, NE 69341

Agenda

1. Signature of Notification
2. Call to Order, Roll Call & Welcome Visitors
 1. Acknowledge Open Meetings Law
 2. Notice of this meeting was published in the Star Herald on Friday, July 24, 2020.
3. Excuse Absent Board Members
4. Personnel Items
 1. Contract Approval
 1. Melissa Woodson - Gering Junior High, Registered Nurse
5. Reports and Discussions
 1. Superintendent's Report
 2. Director of Curriculum
6. Action Items
 1. Discuss, consider, and take all necessary action regarding COVID-19 reopening resolution.
 2. Discuss, consider, and take all necessary action regarding amendment of Valley Alternative Learning Transitioning School bylaws.
 3. Discuss, consider, and take all necessary action regarding amended VALTS interlocal cooperative agreement.
7. Adjourn

**VALLEY ALTERNATIVE LEARNING TRANSITIONING SCHOOL
BYLAWS**

**ARTICLE I
NAME**

An Interlocal Cooperative Agreement among Banner County School District No. 04-0001, Bayard Public School District No. 62-0021, Bridgeport Public School District No. 62-0063, Gering Public School District No. 79-0016, Kimball Public School District No. 53-0001, Minatare Public School District No. 79-0002, Mitchell Public School District No. 79-0031, Morrill Public School District No. 79-0011, Scottsbluff Public School District No. 79-0032, and Sidney Public School District No. 17-0001 creates an interlocal educational agency named Valley Alternative Learning Transitioning School hereinafter referred to as VALTS.

**ARTICLE II
PURPOSES**

- A. The Interlocal Agreement hereby establishes a separate entity for the purpose of providing for the general educational needs and providing educational services as identified and required by member school districts and further providing for economy, efficiency and cost effectiveness in the cooperative delivery of educational services.

- B. Goals
 - 1. To provide alternative ways for students to achieve high school graduation resulting in increased graduation rates and preparation for life after high school.
 - 2. To certify that, upon completion of a course, students will have reached or surpassed the district and/or state performance assessments which measure student progress.
 - 3. To develop innovative student performance assessments which measure student progress.
 - 4. To provide a caring, diversified learning environment where students will develop positive self-concepts, increase their self-esteem, and recognize and appreciate the correlation between education and success in the workplace.
 - 5. To be accountable to the community and the home school district through quality student achievement.
 - 6. To provide opportunities for community involvement.
 - 7. To provide a safe and orderly school environment.
 - 8. To provide an alternative, diversified environment where students can achieve success.

- C. The Mission of VALTS is to empower students to meet the challenges of our changing world. Our setting will create engaging and empowering learning opportunities.

**ARTICLE III
MEMBERSHIP**

- A. Membership includes the districts participating in the Interlocal Cooperative Agreement.
- B. Participation will be determined by the Interlocal Cooperative Agreement.
- C. Any party may withdraw from the Interlocal Cooperative Agreement by giving written notification as outlined in the Agreement.

**ARTICLE IV
BOARD OF EDUCATION**

- A. The Interlocal Cooperative Agreement provides for a governing Board of Education. The name of the Board will be the VALTS Board of Education hereinafter referred to as VALTS BOE.
- B. Membership of the VALTS BOE is defined in the Interlocal Cooperative Agreement.
- C. In the event a member is unable to attend either a regular or special meeting, a substitute member with full voting privileges will be appointed from the represented district.
- D. Should a vacancy on the VALTS BOE occur, it will be the responsibility of the district represented by the vacant position to appoint a replacement member.
- E. The Board shall elect from its members a President and Vice President. The Board shall appoint a Secretary and the ESU #13 Business Manager as the Treasurer.
- F. Officers of the Board

President: The President will preside at all meetings. The President will conduct all meetings in accordance with the bylaws adopted by the VALTS BOE. The President will have the right to discuss questions and to vote. The President will have signature authority for the VALTS BOE.

Vice President: In the absence of the President, the Vice President will perform the duties and have the obligations of the President.

Secretary: The Secretary will keep the minutes of the meetings, send out notices of meetings and arrange publication of meeting notices and minutes of the meetings.

Treasurer: The Treasurer will maintain copies of all transactions of the VALTS BOE.

G. The term of office for the officers of the VALTS BOE will be one year.

H. Duties and Responsibilities of the Board

1. Review the compensation of any Administrator, teacher, service contractor, or other employee which will be in accordance with ESU 13's compensation package process.
2. Determine the per slot amount each school district will pay.
3. Adopt and administer a budget funded by revenue from assessments of the member school districts.
4. Receive any school district, county, state or federal funds or funds or property received from any other source for operating expenses and for the purpose of matching any funds that may be made available to it on a matching basis by any state or federal agency.
5. Contract for services connected with operation of VALTS as needs and interests demand.
6. Establish any necessary fees and charges.
7. Shall have the power to exercise any powers, duties, and responsibilities necessary to carry out the purposes of VALTS authorized by the laws of the State of Nebraska.

ARTICLE V MEETINGS OF THE BOARD

A. Regular Meetings

1. A regular quarterly meeting will be held to legally transact any and all business in accordance with appropriate statutes.
2. Regular meeting time will be TBA.
3. Regular meeting location will be published in the meeting notification.
4. Regular meetings will be held on or before the second Thursday during the months of March, June, September and December.

B. Special Meetings

1. Special meetings of the VALTS BOE may be called between regularly scheduled meetings in order to discuss or take action on a single issue, a set of issues, or any necessary emergency issue.

2. Special meetings may be called by the VALTS BOE as a whole, the President of the VALTS BOE, or through written request of a quorum of the VALTS BOE.
- C. A majority of the members will constitute a quorum for the transaction of business.
 - D. All meetings of the VALTS BOE will be announced in advance through publication as required by statute.
 - E. Meeting agendas will be prepared by the VALTS BOE President and an official from the VALTS Administration or a service contractor, when used.

ARTICLE VI FINANCES

- A. The fiscal year will be the same as the fiscal year for Nebraska public schools, September 1 through August 31.
- B. Fiscal Officer: ESU #13 will serve as the Fiscal Officer for VALTS.
- C. Annual Audit
 1. An annual audit of the books, accounts, policies, and procedures will be performed following the close of each fiscal year as part of the ESU #13 annual audit.
 2. A prepared audit report or a report of the pertinent findings from the audit of the contracting agency and the fiscal agent's district will be presented to the VALTS BOE at a regularly scheduled meeting.
- D. Members of the VALTS BOE shall receive no compensation for their services, but shall be reimbursed for the actual and necessary expenses incurred in the performance of their duties.

ARTICLE VII ELECTION OF BOARD OFFICERS

- A. Election of Board officers will be from VALTS BOE members.
- B. An annual reorganizational meeting will be held at the regularly scheduled quarterly meeting in March of each year.

**ARTICLE VIII
ADVISORY COUNCIL**

- A. The function of the Advisory Council is to act in a supportive and consultative capacity between the VALTS Administration, or service contractor, and the VALTS BOE.
- B. The VALTS Administration will designate an Advisory Council consisting of principals and/or counselors from each member district.

**ARTICLE IX
PARLIAMENTARY AUTHORITY**

- A. Except as otherwise provided by law, by regulation or by the VALTS bylaws, meetings will be conducted according to Robert's Rules of Order, Revised.
- B. Any action taken on any question or motion duly moved and seconded will be by roll call vote of the VALTS BOE in open session. The record will state how each member voted or if the member was absent or not voting.
- C. Public comment may be taken during any meeting. A limitation of five minutes will be observed for each individual. The presiding officer may limit redundant comments.

**ARTICLE X
PROCEDURAL RULINGS**

- A. The VALTS BOE reserves to itself the function of providing guides for the procedures to be followed in the transaction of VALTS operations. These guides shall constitute the procedures governing the operations of VALTS.
- B. Procedures may be adopted after consideration at a meeting of the VALTS BOE with prior written notification.
- C. The formal adoption of procedures shall be recorded in the minutes of the VALTS BOE.
- D. The operation of any section or sections of procedures, not established by law or contract, may be temporarily suspended by a majority vote of the VALTS BOE members present at regular or special meeting times.
- E. VALTS BOE procedures may be subject to amendment only by a majority vote of all members of the VALTS BOE.

F. Proposals for New Procedures or Changes to Existing Procedures

1. Proposals for new procedures or changes to existing procedures may be initiated, in writing, by any VALTS BOE member or Advisory Council member.
2. Procedure proposals and suggested amendments to or revisions of existing procedures shall be submitted to all VALTS BOE members, in writing, at least three days prior to a regular or special VALTS BOE meeting, at which such a proposed procedure of revision shall be voted upon.

**ARTICLE XI
AMENDMENTS TO BYLAWS**

A. Bylaws may be adopted after consideration at a meeting of the VALTS BOE with prior written notification.

B. Any section or sections of the bylaws not established by law or contract may be temporarily suspended by a majority vote of the VALTS BOE members present at a regular or special meeting, but such bylaw suspension must be reviewed at the next regular or special meeting.

C. VALTS bylaws may be subject to amendment only by a two-thirds vote of all members of the VALTS BOE.

D. Amendments to the Bylaws

1. Amendments to the bylaws may be initiated, in writing, by any VALTS BOE member.
2. Suggested amendments shall be submitted to all VALTS BOE members in writing, at least two weeks prior to a regular or special VALTS BOE meeting, at which such a proposed procedure or revision shall be voted upon.

**INTERLOCAL COOPERATIVE AGREEMENT
AMENDED MAY 2020**

This **AMENDED INTERLOCAL COOPERATIVE AGREEMENT** made and entered into by and between Banner County Public School District No. 04-0001 (hereinafter referred to as “Banner County”), Bayard Public School District No. 62-0021 (hereinafter referred to as “Bayard”), Bridgeport Public School District No. 62-0063 (hereinafter referred to as “Bridgeport”), Gering Public School District No. 79-0016 (hereinafter referred to as “Gering”), Kimball Public School District No. 53-0001 (hereinafter referred to as “Kimball”), Minatare Public School District No. 79-0002 (hereinafter referred to as “Minatare”), Mitchell Public School District No. 79-0031 (hereinafter referred to as “Mitchell”), Morrill Public School District No. 79-0011 (hereinafter referred to as “Morrill”), Scottsbluff Public School District No. 79-0032 (hereinafter referred to as “Scottsbluff”), and Sidney Public School District No. 17-0001 (hereinafter referred to as “Sidney”), collectively referred to in this Interlocal Cooperative Agreement as the “parties”.

RECITALS

WHEREAS, Banner County, Bayard, Bridgeport, Gering, Kimball, Minatare, Mitchell, Morrill, Scottsbluff, and Sidney are desirous to enter into an Interlocal Cooperative Agreement, the purpose of which is to provide an alternative learning environment for students; and

WHEREAS, Banner County, Bayard, Bridgeport, Gering, Kimball, Minatare, Mitchell, Morrill, Scottsbluff, and Sidney are determined that the establishment of this Interlocal Cooperative Agreement will best serve the students of each respective school district and further shall provide the means of improving and facilitating the quality of education for said students and further shall provide a means of sharing instructional assignments, programs, activities, and functions thereby eliminating duplications of cost of providing such services.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. **NAME**

The name of the Interlocal Cooperative Agency hereby established shall be:
VALLEY ALTERNATIVE LEARNING TRANSITIONING SCHOOL (hereinafter referred to as “VALTS”)

2. **PURPOSE**

Banner County, Bayard, Bridgeport, Gering, Kimball, Minatare, Mitchell, Morrill, Scottsbluff, and Sidney hereby agree pursuant to the terms of this Interlocal Cooperative Agreement that there is hereby established an Interlocal Cooperative Agreement pursuant to Sec. 13-804 R.R. S. 1943 et seq. hereby establishing a separate entity for the purpose of providing for the general education needs and providing educational services as identified and required by member school districts and further providing for

economy, efficiency and cost effectiveness in the cooperative delivery of education services.

Subject to approval by the Board of Education of VALTS, the allocation of educational slots for students attending VALTS shall be as follows:

Gering Public School District #16	=	20 slots
Mitchell Public School District # 31	=	7 slots
Sidney Public School District #1	=	7 slots
Scottsbluff Public School District #32	=	5 slots
Bayard Public School District #21	=	2 slots
Bridgeport Public School District #63	=	2 slots
Kimball Public School District #1	=	2 slots
Minatare Public School District #2	=	2 slots
Morrill Public School District #11	=	2 slots
Banner County Public School District #1	=	1 slot

Additional slots for districts may be allowed if approved by VALTS/ESU #13 Administration. Member districts also have the option of transferring excess student slots. Any transfer must meet the following conditions:

1. Should a district assume such a slot, the cost of the slot will be the prevailing rate charged all member districts for that same year.
2. The district assuming the slot will pay for the slot on a quarterly basis.

3. GOALS

1. To provide alternative ways for students to achieve high school graduation resulting in increased graduation rates and preparation for life after high school.
2. To certify that, upon completion of a course, students will have reached or surpassed the district and/or state performance assessments which measure student progress.
3. To develop innovative student performance assessments which measure student progress.
4. To provide a caring, diversified learning environment where students will develop positive self-concepts, increase their self-esteem, and recognize and appreciate the correlation between education and success in the workplace.
5. To be accountable to the community and the home school district through quality student achievement.
6. To provide opportunities for community involvement.
7. To provide a safe and orderly school environment.
8. To provide an alternative, diversified environment where students can achieve success.

4. MISSION

The mission of VALTS is to empower students to meet the challenges of our changing world. Our setting will create engaging and empowering learning opportunities.

5. PHILOSOPHY

The philosophy is based upon the belief that students have a right to a free, appropriate education; and students, when offered the appropriate environment, can experience educational success. The traditional education model, effective as it may be for the majority of our students, does not provide the right environment for some students. VALTS will be student rather than department centered. Its curriculum will be built upon state and district mandated standards.

6. DURATION

This Interlocal Cooperative Agreement shall continue until terminated by the Parties as provided herein. This Agreement may be terminated by agreement of all Parties.

7. NOTICE OF PARTICIPATION

The district will be committing to participate in VALTS for two school years beyond the current school year. Each member district agrees it shall budget and pay an assessed amount per slot as determined and agreed to each year by the VALTS Board of Education. The VALTS Board of Education shall, on an annual basis, discuss procedures to address any shortfalls or excesses in the budget which may exist.

A district may notify ESU #13 and the VALTS Board of Education of its intent to withdraw from the VALTS program prior to March 1st of the current school year. If a withdrawal is received by ESU #13 and VALTS Board of Education, such withdrawal shall become effective two years from the end of the school year notification is received. A party who has withdrawn shall have no right to accumulated assets of the Interlocal Cooperative Agency, nor shall the withdrawing party have a right to require the remaining parties to liquidate or otherwise dispose of assets of the Interlocal Cooperative Agency.

8. GENERAL POWERS

Said Interlocal Cooperative Agency shall have all power authorized by the laws of the State of Nebraska including the power to acquire or dispose of real and personal property and shall constitute a separate public body corporate and politic of the state and shall have power: (a) to sue and be sued; (b) to make and execute contracts and other instruments necessary and convenient to exercise of its power; (c) and from time to time to make, amend and repeal bylaws, rules and regulations not inconsistent with the Interlocal Cooperative Act and the agreement providing for its creation, and to carry out and effectuate said powers and purposes.

9. GENERAL ORGANIZATION

This Interlocal Cooperative Agency shall be governed by a Board of Education which

shall be comprised of three duly elected Board of Education members from the district that purchases the most slots, two duly elected Board of Education members from the district that purchases the second most slots, and two duly elected Board of Education members from the district that purchases the third most slots. In the event of a tie, the superintendents of the participating districts shall determine the appropriate district(s) to provide Board of Education members. Members of the Board shall receive no compensation for their services, but shall be reimbursed for the actual and necessary expenses incurred in the performance of their duties. The Board shall elect from its members a President and a Vice President. The Board will also appoint a Secretary and a Treasurer. The Board may receive for a purpose for which is made available any school district, county, state, or federal funds made available to it or funds or property received from any source for operating expenses and for the purpose of matching any funds that may be made available to it on a matching basis by any state or federal agency. The Board shall further have the power to contract for services connected with the operation of this Interlocal Cooperative Agency as needs and interest demand and shall establish fees and charges for services including the power to establish tuition rates for course of instruction offered and shall have the power to exercise any other powers, duties and responsibilities necessary to carry out the purpose of the Interlocal Cooperative Agency authorized by the laws of the State of Nebraska.

10. PURCHASING PROCEDURES

The VALTS Board of Education recognizes the importance of a sound fiscal management program and expects VALTS to maintain an efficient and consistent procedure in purchasing materials and services for the school. All purchasing for VALTS will adhere to the ESU #13 approved purchase process and relevant Board policies.

11. TERMINATION-DISPOSAL OF ASSETS

Upon agreement of the participating parties (all parties other than a party who may have withdrawn) to terminate this Interlocal Cooperative Agreement, the participating parties shall, upon payment of all debts, distribute remaining assets on pro rata; i.e.:

Gering Public School District #16	=	40%
Mitchell Public School District #31	=	14%
Sidney Public School District #1	=	14%
Scottsbluff Public School District #32	=	10%
Bayard Public School District #21	=	4%
Bridgeport Public School District #63	=	4%
Kimball Public School District #1	=	4%
Minatare Public School District #2	=	4%
Morrill Public School District #11	=	4%
Banner County Public School District #1	=	2%
		100%

This **AMENDED AGREEMENT** shall be effective upon its approval by the Board of Education of Banner County Public School District No. 04-0001, the Board of Education of Bayard Public School District No. 62-0021, the Board of Education of Bridgeport Public School District No. 62-0063, the Board of Education of Gering Public School District No. 79-0016, the Board of Education of Kimball Public School District No. 53-0001, the Board of Education of Minatare Public School District No. 79-0002, the Board of Education of Mitchell Public School District No. 79-0031, the Board of Education of Morrill Public School District No. 79-0011, the Board of Education of Scottsbluff Public School District No. 79-0032, and the Board of Education of Sidney Public School District No. 17-0001, and upon execution of such agreement by the Presidents of such school districts.

SIGNATURE PAGES TO FOLLOW

BANNER COUNTY PUBLIC SCHOOL
DISTRICT NO. 04-0001

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

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Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

SCOTTSBLUFF PUBLIC SCHOOL
DISTRICT NO. 79-0032

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

SIDNEY PUBLIC SCHOOL
DISTRICT NO. 17-0001

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGE TO FOLLOW

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGE TO FOLLOW