

## **Regular Board of Education Meeting**

Monday, June 21, 2021 6:00 PM

City of Gering Council Chambers  
1025 P Street  
Gering, NE 69341



## **Minutes**

1. **GPS Board of Education Information**  
**Present:** Brian Copsey, Brent Holliday, Josh Lacy, B.J. Peters, Brady Shaul, Mary Winn.
2. **Opening Procedures**
  1. Call to Order
  2. Roll Call
  3. Excuse Absent Board Member(s)
3. **Pledge of Allegiance**
4. **Opening Meetings Act**
5. **Consent Agenda**
  1. Minutes from the previous month's board meeting(s)
  2. Approval of Claims/Bills
  3. Board Policy Adoption
    - i. First Reading of Board Policies:
      1. Policy 1005.7 Visitors to School
      2. Policy 1005.08 Public Conduct
      3. Policy 1005.9 Skateboarding and Rollerblading
      4. Policy 1005.10 Distribution of Materials
      5. Policy 1005.11 Volunteers in the Schools
      6. Policy 1005.12 Title 1 Parent and Family Member Engagement
      7. Policy 1005.50 Adult Sponsors

8. Policy 1006.01 Community Use of Facilities
  9. Policy 1006.02 Tobacco Free Environment
  10. Policy 1007.00 Education Agency Relations
  11. Policy 1005.07 Visitors to Schools
4. Personnel Items
    - i. Approval of Certified Staff Contract(s)
      1. Kristina Mueller - Lincoln Elementary, Fifth Grade Teacher
      2. Vanessa Hernandez - Early Childhood Teacher, Lincoln Elementary
    - ii. Certified Staff Resignation
  5. Approve Corporate Resolution for First State Bank
  6. Approve Corporate Resolution for Platte Valley Bank
  7. Approve Corporate Resolution for US Bank
  8. Approve Corporate Resolution for Valley Bank
  9. Approve Corporate Resolution for Nebraska Liquid Asset Fund
  10. Approve Corporate Resolution for Wells Fargo Corporate Trust
  11. Appoint Superintendent Nicole Regan as the Authorized Representative to secure Local, State, and Federal funds for the district.
  12. Approve Superintendent Nicole Regan or her designee as the Authorized Representative for Gering Public Schools for Local, State, and Federal Programs.
6. **Patron Comments**
  7. **Reports and Discussions**
    1. Curriculum/Personnel Committee Report

Committee Chair, Mary Winn provided an update about the HVAC systems at the Jr. High building and stating the next steps are to seek an engineer to evaluate the scope of the project.

Also, discussed were upcoming changes to the High School Attendance Policy the handbook. Dean of Students, Crystal Palser, confirmed that the handbooks will be in digital form this year and available for download on the website.

Mary also reported on the Professional Learning Community Live Summit held June-2-4 by Curriculum Director, Kory Knight. The summit introduced 32 staff members the training. Additional training will be held in July for 22 staff members. The new ESL curriculum has arrived and the scope and sequence for

6-8th grade has been covered, 9-12th will be covered in August.

Brent Holliday shared concerns regarding student absenteeism and addressing the "why" of students missing class. It's important that we continually evaluate.

Discontinued curriculum books have been gathered, sold and shipped to a used book store for resell.

The behavior matrix was consolidated and simplified to better serve our educational community.

Mary Winn advocated to change the days for intervention for absenteeism from 15 days to 12 days.

## 2. Business/Facilities Committee Report

Chairman, Josh Lacy, reported committee review of accounts payable and distribution of ARP funds for HVAC repairs and Curriculum. An engineer is scheduled to evaluate the HVAC system at the Jr. High.

Repairs on the roof at Geil is on temporary hold in order evaluate the building codes for repair. Insurance will cover some cost for the damage. There are four sections of the Jr. High roof which need replaced, insurance will cover some of these costs as well.

### i. Trial Balance Summary

### ii. Fund Balances

### iii. Schedule of Investments

### iv. Financial Statements

## 3. Superintendent's Report

Superintendent Cooper reported on the proposed tuition agreement with WNCC and the Gering High School.

Also reported was the addition of 33 dual credit courses in the upcoming year and the benefit it will provide to students without adding additional cost to the district.

Food Service Director, Mary Carman, reported about the possible changes in adult lunch prices. The Federal Register will soon come out soon from the Federal Government to give the guidelines for adult pricing.

Discussions regarding the improvements for the tennis courts were also held. Further discussions will be scheduled.

## 4. Announcements of Upcoming Events for the Board

### Future Board Meetings

Second Special Meeting - Tues, June 29 @ 12:00 p.m. (Central Office)

Regular Board Meeting - Mon, July 19 @ 6:00 p.m. (City Council Chambers)

Second Special Meeting - Tues, July 27 @ 12:00 p.m. (Central Office)

**Tentative Committee Meeting Dates:**

Personnel/Curriculum Committee -- Tues, July 6 @ 7:00 a.m. (Central Office)

Business/Facilities Committee -- Thurs, \*\*\*\*\* @ 4:30 p.m. (Central Office)

Policy Review Committee -- Thurs, July 8 @ 4:30 p.m. (Central Office)

- i. Board of Education Retreat Friday July 23 and Saturday July 24 at the Wildcat Hills State Recreation Area. Tentative times 12:00-4:00 on Friday and 7:30-11:00 on Saturday.

5. Report from the attendees/coordinator of June's Professional Learning Communities professional development days.

8. **Action Item**

1. Discuss, consider and take necessary action regarding Policy 504.20 "Bullying Prevention"
2. Discuss, consider and take necessary action regarding Policy 1005.03 "Parental and Family Involvement in the Schools"
3. Discuss, consider and take necessary action regarding the approval for the amended Interlocal Cooperative Agreement and amended VALT bylaws.
4. Discuss, consider and take necessary action regarding the approval for the amended Interlocal Agreement for Day School/Treatment Facility
5. Discuss, consider and take necessary action regarding a tuition reimbursement agreement related to the School Librarian endorsement and authorize superintendent to sign with any changes deemed necessary.
6. Discuss, consider and take necessary action regarding the approval of memorandum agreement with ESU13 Head Start.

9. **Board Comments**

In Closing, since this was Mr. Cooper's last board meeting as interim superintendent, all the board members expressed their gratitude and appreciation for all his work through a difficult year. Mr. Cooper responded, that it is because of the team everyone is recognized for having a successful year. President, BJ Peters, brought attention to the recognition of Gering Schools as being an accredited school for the 2021-22 school year. Mr. Cooper finished the meeting by handing the key of Central Office to Superintendent Dr. Regan.

10. **Adjourn**

Meeting adjourned at 7:17pm

## Regular Board of Education Meeting

Monday, May 17, 2021 6:00 PM

City of Gering Council Chambers  
1025 P Street  
Gering, NE 69341



# Minutes

## 1. GPS Board of Education Information

### 2. Opening Procedures

1. Call to Order

2. Roll Call

3. Excuse Absent Board Member(s)

A motion to excuse BJ Peters from tonight's meeting. was presented by Mary Winn, seconded by Brady Shaul. After voting, motion Passed.

Brian Copsey: Yea

Brent Holliday: Yea

Josh Lacy: Yea

Brady Shaul: Yea

Mary Winn: Yea

### 3. Pledge of Allegiance

### 4. Opening Meetings Act

### 5. Consent Agenda

A motion to approve of the Consent Agenda was presented by Mary Winn, seconded by Josh Lacy. After voting, motion Passed.

Brian Copsey: Yea

Brent Holliday: Yea

Josh Lacy: Yea

Brady Shaul: Yea

Mary Winn: Yea

1. Minutes from the previous month's board meeting(s)

2. Approval of Claims/Bills

3. Board Policy Adoption

i. First Reading of Board Policies

ii. Second Reading of Board Policies

1. 1002. District Annual Report
2. 1003. Public Examination of School District Records
3. 1004.01 Media Relations
4. 1004.02 News Conferences and Interviews
5. 1004.03 Live Broadcast or Videotaping
6. 1004.04 Crisis Management Communications
7. 1005.01 Public Complaints
8. 1005.02 Parent Relations Goals
9. 1005.03 Parental and Family Involvement in the Schools
10. 1005.04 Community Relations Goals
11. 1005.05 Community Involvement in Decision Making
12. 1005.06 Community Resource Persons and Volunteers

#### 4. Personnel Items

##### i. Approval of Certified Staff Contract(s)

1. Karlynn Workman, Kindergarten Teacher at Geil Elementary
2. Marc Colman, Second Grade Teacher at Geil Elementary
3. Arthur Patton, First Grade Teacher at Lincoln Elementary
4. Schyler Ferguson, Physical Education Teacher at Gering Junior High School
5. Brittany Macias, Spanish Teacher at Gering Junior High School

##### ii. Certified Staff Resignation

### **6. Patron Comments**

### **7. Reports and Discussions**

#### 1. Curriculum/Personnel Committee Report

Byron Olsen, Director of Student Services, shared information pertaining to the new curriculum for counselors which can be taught during class times to provide emotional and social support for our students. The district will also be implementing a proactive Bullying Awareness Module as well as a Child Protection Awareness program for the safety of our students.

Kory Knight, Curriculum Director, held StudySync Training in English Language Arts for the secondary levels on May 17th.

Byron Olsen, introduced the Second Step counselor issue which is 1 yr digital curriculum.

Mary Winn shared information about the VALTS Interlocal Cooperative Agreement which will provide alternative ways for students to achieve high school graduation.

Kory Knight, shared a presentation about commendations for Gering Schools where improvement goals were highlighted, and the willingness to be innovative and progressive. Training for teachers will help implement these strategies.

## 2. Business/Facilities Committee Report

Committee chair Josh Lacy, noted the committee had extensive discussions with the contractor at the Jr. High concerning the repairs. Maintenance projects for summer include painting, carpeting at least 2 rooms per building. Josh stressed the benefit of utilizing other vendors in the area in order to reach the repair goals. Tennis courts at Gering High School will progress once funding has been established.

### i. Trial Balance Summary

### ii. Fund Balances

### iii. Schedule of Investments

### iv. Financial Statements

## 3. Superintendent's Report by Mr. Cooper

Mr. Cooper- This year's graduation was one of the best venues he has been associated with. Gering has the right to feel proud!

Coming up, the retirement reception with Dr. Regan will be hosted by Gering High School. The end of year luncheon and appreciation breakfast hosted by the Foundation and school board included is the Wellness Clinic/Preventative Care for employees.

Option student roll number is almost balanced; Holding steady. This is good news!

Facilities- Budget concerns addressed, maximizing expenditures responsibly and efficiently.

The federal government has guidelines as to how funds can be allocated.

Geil Building - Bids will be taken to replace the roof due to current repairs no longer holding up.

Jr. High Building- Funds from insurance will be used to repair for the roof on this building.

Repair of the wall and leveling the gym floor is also being assessed for repair. The goal is to stay within budget.

Mr. Cooper, suggested bringing on a mechanical engineer to evaluate the needs for HVAC replacement.

The Northfield building has a few leaks as well. Roofing needs to be added to the budget for consistent repair.

Brent Holliday, shared concerns about the financial importance of prioritizing maintenance repairs overall, then refocusing on other projects once the buildings are in good order.

Ag Department projected growth in programming.

WNCC and Gering High Schools are working well together regarding dual credit courses. A huge benefit for our students, is paid tuition for High School students.

## 4. Announcements of Upcoming Events for the Board

## Future Board Meetings

Second Special Meeting - Tues, May 25 @ 12:00 p.m. CANCELLED (Central Office)

Regular Board Meeting - Mon, June 21 @ 6:00 p.m. (City Council Chambers)

Second Special Meeting - Tues, June 29 @ 12:00 p.m. (Central Office)

## Tentative Committee Meeting Dates:

Personnel/Curriculum Committee -- Tues, June 1 @ 7:00 a.m. (Central Office)

Business/Facilities Committee -- Thurs, June 3 @ 4:30 p.m. (Central Office)

Policy Review Committee -- Thurs, June 10 @ 4:30 p.m. (Central Office)

### **8. Action Items**

1. Discuss, consider and take necessary action regarding the approval for the 2021-22 school year with SLP Teletherapy Service Contract for a monthly commitment of \$3,175.

A motion to to approve contract with SLP Teletherapy Services for a monthly commitment of \$3,175. was presented by Josh Lacy, seconded by Brent Holliday. After voting, motion Passed.

Brian Copsey: Yea

Brent Holliday: Yea

Josh Lacy: Yea

Brady Shaul: Yea

Mary Winn: Yea

2. Discuss, consider and take necessary action regarding approval of Bluffs Physical Therapy as the contract provider of physical therapy services for the 2021-24 school year.

Brent Holliday discussion

A motion to approve Bluffs Physical Therapy as the contract provider for physical therapy services for the 2021-24 school year. was presented by Mary Winn, seconded by Josh Lacy. After voting, motion Passed.

Brian Copsey: Yea

Brent Holliday: Yea

Josh Lacy: Yea

Brady Shaul: Yea

Mary Winn: Yea

3. Discuss, consider and take necessary action regarding approval of Mr. Cooper's evaluation for the 2021-21 school year.

Mary and Brian have experienced interim transition in the past. Mr. Cooper's perspective has been appreciated and overall board growth has been excellent.

An interim is meant to allow space for a district to find quality leadership for the future.

Brent, thanked Mr. Cooper for his total buy in of commitment and dedication to the district, students and staff.

Mary shared the most important decision you ever make is choosing a superintendent. Cooper's calm disposition was beneficial to the 2021 school year with all the complications of the year.

Brian, appreciated his hard work in light of all the curve balls thrown this year.

A motion to Mary and Brian have experienced interim transition in the past, Mr. Cooper's perspective has been appreciated and overall board growth has been really good. An interim is meant to allow space for a district to find quality leadership for the future. Brent thanked Mr. Cooper for his total buy in commitment and dedication to the district, students and staff. Mary shared the most important decision you ever make is choosing a superintendent. Mr. Cooper's calm disposition was beneficial to the 2021 school year with all its challenges. Brian appreciated his hard work in light of all the curve balls thrown this year. A motion to approve the evaluation was presented by Mary Winn, seconded by Brent Holliday. After voting, motion passed. was presented by Mary Winn, seconded by Brent Holliday. After voting, motion Passed.

Brian Copsey: Yea

Brent Holliday: Yea

Josh Lacy: Yea

Brady Shaul: Yea

Mary Winn: Yea

4. Discuss, consider and take necessary action regarding approval of the resignation of Julie Cochran, Guidance Counselor at Lincoln Elementary.

A motion to Motion to approve the resignation of Julie Cochran was presented by Mary Winn, seconded by Josh Lacy. After voting, motion Passed. was presented by Mary Winn, seconded by Josh Lacy. After voting, motion Passed.

Brian Copsey: Yea

Brent Holliday: Yea

Josh Lacy: Yea

Brady Shaul: Yea

Mary Winn: Yea

5. Discuss, consider and take necessary action regarding approval of the resignation of Kristina Mueller, 5th Grade Teacher at Lincoln Elementary.

A motion to approve the resignation of Christian Muler was presented by Mary Winn, seconded by Brady Shaul. After voting, motion Passed. was presented by Mary Winn, seconded by Brady Shaul. After voting, motion Passed.

Brian Copsey: Yea

Brent Holliday: Yea

Josh Lacy: Yea

Brady Shaul: Yea

Mary Winn: Yea

**9. Executive Session**

No Executive discussion was needed.

**10. Reconvene from Executive Session**

**11. Board Comments**

**12. Adjourn**

Brian Copsey adjourned meeting @ 7:14

Payee Name	Account Description Element	Check Date
Food Distribution Program	Food Supplies	5/14/2021
Taher, Inc	Contracted Services/Repairs	5/14/2021
Nebraska Food Distribution	Food Supplies	5/20/2021
Taher, Inc	Contracted Services/Repairs	5/20/2021
Wells Fargo Bank N.A.	Debt Service Interest	5/21/2021
BOK Financial Corporation	Debt Service Interest	5/21/2021
BOK Financial Corporation	Debt Service Interest	5/21/2021
BOK Financial Corporation	Redemption of Principal	5/21/2021
BOK Financial Corporation	Debt Service Interest	5/21/2021
BOK Financial Corporation	Debt Service Interest	5/21/2021
Snowie Shaved Ice Of Nebraska	Activity Acct. Revenues	5/11/2021
Alliance Public Schools	Entry Fees	5/12/2021
Domino'S Pizza	Activity Acct. Expenses	5/12/2021
Johnson, Pearl	Activity Acct. Expenses	5/12/2021
Kearney Catholic	Entry Fees	5/12/2021
Koster, Doug Mr. Basketball, Inc.	Activity Acct. Expenses	5/12/2021
Logoz Llc	Activity Acct. Expenses	5/12/2021
Menards	Activity Acct. Expenses	5/12/2021
Ogallala Public School	Entry Fees	5/12/2021
Scottsbluff High School _15901	Entry Fees	5/12/2021
Scottsbluff Screenprinting _15980	Fund Balance	5/12/2021
Sherwin-Williams Company	Activity Acct. Expenses	5/12/2021
Weborg 21 Centre	Activity Acct. Expenses	5/12/2021
Whitfield, Caitlin	Activity Acct. Expenses	5/12/2021
A&A Porta Potties Llc	Rentals or Leases	5/14/2021
Awards Unlimited	Activity Acct. Expenses	5/14/2021
Harder, Barb	Activity Acct. Expenses	5/14/2021
Johnson Cashway _8920	Activity Acct. Expenses	5/14/2021
Mike'S Husker Stuff	Activity Acct. Expenses	5/14/2021
National Cheerleaders Association	Activity Acct. Expenses	5/14/2021
Nebraska Vocational Agricultural Foundat	Activity Acct. Expenses	5/14/2021
New Victorian Inn & Suites - Kearney	LODGING	5/14/2021
Ogallala Public School	Entry Fees	5/14/2021
The Mt Pit	Activity Acct. Expenses	5/14/2021
Tiffany Schank	Activity Acct. Expenses	5/14/2021
Gering Civic Center	Activity Acct. Expenses	5/20/2021
Ne Ffa State Association	Activity Acct. Expenses	5/20/2021
Ne Top 10 Volleyball Camp	Activity Acct. Expenses	5/20/2021
New Victorian Inn & Suites - Kearney	Activity Acct. Expenses	5/20/2021
Ogallala Volleyball Summer Camps	Activity Acct. Expenses	5/20/2021
Panhandle Coop Association	Activity Acct. Expenses	5/20/2021
South High School	Activity Acct. Expenses	5/20/2021
April Davis	Activity Acct. Expenses	5/26/2021
Bridgeport High School	Activity Acct. Expenses	5/26/2021
Gary D. Uhrich	Activity Acct. Expenses	5/26/2021
Gps Visa	Fund Balance	5/26/2021

Scottsbluff High School _15901	Activity Acct. Expenses	5/26/2021
Culligan Of Scottsbluff	Activity Acct. Expenses	5/27/2021
Domino'S Pizza	Activity Acct. Expenses	5/27/2021
Nebraska HOSA	Activity Acct. Expenses	5/27/2021
Prairie Floral & Gifts	Activity Acct. Expenses	5/27/2021
Shelby Lynn Floral Design, LLC	Activity Acct. Expenses	5/27/2021
Walsworth Publishing Company	Activity Acct. Expenses	5/27/2021
Weborg 21 Centre	Activity Acct. Expenses	5/27/2021
Western States Bank	Dues & Fees	5/3/2021
City Of Gering	Electricity	5/10/2021
Wex Bank	Gas & Oil	5/12/2021
Gering Public Schools	Accounts Payable	5/24/2021
First State Bank	Loan Repayment	5/26/2021
Gering Schools Foundation, Inc	Sixpence Grant	5/26/2021
Gering Schools Foundation, Inc	Sixpence Grant	5/26/2021
Allo Communications	Telephone	5/27/2021
Black Hills Energy	Natural Gas Services	5/27/2021
Bluffs Physical Therapy	Other Agencies	5/27/2021
Brandy Foos	Mileage Reimbursement	5/27/2021
Capital Business Systems, Inc.	Copier Costs	5/27/2021
Charter Communications	Internet Service	5/27/2021
Chelsey Loomis	District Stock	5/27/2021
City Of Gering	Contracted Services/Repairs	5/27/2021
Culligan Of Scottsbluff	Supplies	5/27/2021
Das State Accounting - Central Finance	Internet Service	5/27/2021
Dennis Supply Company	District Stock	5/27/2021
Docu-Shred	Contracted Services/Repairs	5/27/2021
Door Closer Service	Supplies	5/27/2021
Esu #13 _5760	Contracted Pupil Trans	5/27/2021
Fastenal Company	District Stock	5/27/2021
FBG Service Corporation.	Supplies	5/27/2021
First Student	BUS/VAN	5/27/2021
Frank Parts Company	Supplies	5/27/2021
Gering Bakery-Ahlers Baking Inc.	Other Expenses	5/27/2021
Grease N Go	Supplies	5/27/2021
Hi Performance Car Wash-Blt, Inc.	District Stock	5/27/2021
Hillyard/Sioux Falls	District Stock	5/27/2021
International Academy of Science	Tech Supplies under \$5000	5/27/2021
J.W. Pepper And Sons, Inc.	Supplies	5/27/2021
Justin Reinmuth	Supplies	5/27/2021
KSB School Law.	Legal Services	5/27/2021
Kubota Leasing	Supplies	5/27/2021
Logoz, LLC	Other Expenses	5/27/2021
Menards	District Stock	5/27/2021
Money Wise Office Supply	Supplies	5/27/2021
Monty Zeiler	Consumable Materials	5/27/2021
Nebraska Council of School Administrator	Dues & Fees	5/27/2021

Nebraska Safety & Fire Equipment Inc.	Supplies	5/27/2021
One Source	Contracted Services/Repairs	5/27/2021
Perry, Guthery, Haase & Gessford, P.C.,	Legal Services	5/27/2021
Quadient Leasing USA, Inc	Contracted Services/Repairs	5/27/2021
Quill Corporation	District Stock	5/27/2021
Rose, Emily	Mileage Reimbursement	5/27/2021
Schank Roofing Service	Supplies	5/27/2021
Scotts Bluff County Consolidated 911-Com	Contracted Services/Repairs	5/27/2021
Scottsbluff Public Schools	Gas & Oil	5/27/2021
Sherwin-Williams Company	Supplies	5/27/2021
Simmons Olsen Law Firm, P.C.	Legal Services	5/27/2021
Snap-On Industrial	Furniture and Equipment	5/27/2021
Snell Services, Inc.	Supplies	5/27/2021
Subway - Gering	School Improvement	5/27/2021
Twin Cities Development Assoc.	Contracted Services/Repairs	5/27/2021
Unmanned Safety Institute	Textbook additions/wkbsks	5/27/2021
Valley Youth Connections	Other Agencies	5/27/2021
Verizon Wireless	Telephone	5/27/2021
Visa	Other Expenses	5/27/2021
Westco _16360	Supplies	5/27/2021
WPCI.	Contracted Services/Repairs	5/27/2021

Check Number	Amount	Fund
1410	\$393.95	06
1411	\$168,750.08	06
1412	\$393.95	06
1413	\$95,459.23	06
2043	\$6,780.62	07
2044	\$2,600.00	07
2045	\$9,650.00	07
2046	\$106,667.00	07
2047	\$75,350.00	07
2048	\$400,927.88	07
9233	\$238.00	05
9234	\$0.00	05
9235	\$139.86	05
9236	\$254.63	05
9237	\$85.00	05
9238	\$336.00	05
9239	\$2,390.00	05
9240	\$81.98	05
9241	\$50.00	05
9242	\$205.00	05
9243	\$587.50	05
9244	\$78.00	05
9245	\$2,920.00	05
9246	\$170.98	05
9247	\$300.00	05
9250	\$225.56	05
9251	\$56.76	05
9252	\$27.29	05
9253	\$59.00	05
9254	\$689.00	05
9255	\$1,188.80	05
9256	\$239.96	05
9257	\$60.00	05
9258	\$126.25	05
9259	\$29.53	05
9260	\$1,865.00	05
9261	\$480.00	05
9262	\$220.00	05
9263	\$239.96	05
9264	\$675.00	05
9265	\$40.50	05
9266	\$650.00	05
9267	\$99.00	05
9268	\$350.00	05
9269	\$100.00	05
9270	\$4,254.19	05

9271	\$0.00	05
9272	\$42.00	05
9273	\$21.96	05
9274	\$360.00	05
9275	\$50.00	05
9276	\$195.00	05
9277	\$9,111.80	05
9278	\$1,184.00	05
204012	\$7,500.00	01
204014	\$39,543.41	01
204015	\$1,176.58	01
204016	\$660,498.98	01
204017	\$11,833.10	01
204019	\$0.00	01
204020	\$13,000.00	01
204021	\$4,546.74	01
204022	\$7,175.71	01
204023	\$12,109.50	01
204024	\$288.40	01
204025	\$5,497.51	01
204026	\$270.00	01
204027	\$10.36	01
204028	\$52,723.01	01
204029	\$88.50	01
204030	\$232.49	01
204031	\$1,101.12	01
204032	\$225.00	01
204033	\$25.00	01
204034	\$79,607.55	01
204035	\$14.00	01
204036	\$10,254.00	01
204037	\$186,657.03	01
204038	\$108.87	01
204039	\$29.97	01
204040	\$98.84	01
204041	\$28.05	01
204042	\$11,530.72	01
204043	\$10,900.00	01
204044	\$281.78	01
204045	\$42.72	01
204046	\$3,684.00	01
204047	\$562.21	01
204048	\$1,066.00	01
204049	\$261.42	01
204050	\$152.27	01
204051	\$100.00	01
204052	\$1,155.00	01

204053	\$52.74	01
204054	\$250.00	01
204055	\$75.00	01
204056	\$615.00	01
204057	\$186.48	01
204058	\$41.22	01
204059	\$438.00	01
204060	\$425.00	01
204061	\$2,884.94	01
204062	\$22.79	01
204063	\$425.50	01
204064	\$219.24	01
204065	\$4,074.70	01
204066	\$119.97	01
204067	\$950.00	01
204068	\$5,530.00	01
204069	\$1,530.00	01
204070	\$40.01	01
204071	\$31,250.77	01
204072	\$10.92	01
204073	\$1,640.00	01

**GERING PUBLIC SCHOOLS  
GERING, NE**

**POLICY ADOPTION**

The board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two regular board meetings. The proposed policy changes shall be distributed and public comment will be allowed at each meeting prior to final board action. This notice procedure shall be required except for emergency situations. If the board adopts a policy in an emergency situation, a statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The board shall have complete discretion to determine what constitutes an emergency situation.

The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the board at the next regular meeting after the meeting allowing public discussion. The policy will be effective on the later of the date of passage or the date stated in the motion.

In the case of an emergency, a new or changed policy may be adopted by a majority vote of a quorum of the board. The emergency policy shall expire at the close of the third regular meeting following the emergency action, unless the policy adoption procedure stated above is followed and the policy is reaffirmed.

Legal Reference:               Neb. Statute 79-520 (Class III)  
  79-521 (Class IV)  
  79-522 (Class V)  
  79-523 (Class VI)  
  79-526  
  84-712 et seq.  
NDE Rule 10.004.01A1

Cross Reference:               201.1 Board Powers and Responsibilities

| Approved    1/20/03

Reviewed ~~8/17/09~~2/23/15

Revised 9/14/09

## VISITORS TO SCHOOL

The Board encourages parents and other district citizens to visit the school and classrooms at any time to observe the work of students, teachers and other employees. All visitors, which includes persons other than employees or students, must notify the principal of their presence in the facility upon arrival and request authorization to visit elsewhere in the building.

Persons who wish to visit a classroom while school is in session are asked to notify the principal and obtain approval from the principal prior to the visit so appropriate arrangements can be made and so class disruption can be minimized. Teachers and other employees shall not take time from their duties to discuss matters with visitors.

Visitors shall conduct themselves in a manner fitting to their age level and maturity and with mutual respect and consideration for the rights of others while attending school events. Visitors failing to conduct themselves accordingly may be asked to leave the premises. The board and administration will not tolerate any person or persons whose presence disturbs classes or school activities or hinders the instructional process. Children who wish to visit school must be accompanied by a parent or responsible adult.

It shall be the responsibility of employees to report inappropriate conduct. It shall be the responsibility of the superintendent and principals to take the action necessary to cease the inappropriate conduct. If the superintendent or principals are not available, a school district employee shall act to cease the inappropriate conduct.

The Board discourages using the school as a site for parents without custody to visit their children. The principal may deny the parent without custody the opportunity to deliver packages, gifts, messages, etc., to the child and/or to see the child during the school day without the approval of the custodial parent or legal guardian. In this paragraph, "without custody" means the parent lacks joint legal custody under Nebraska law.

The district may restrict the use of its buildings and grounds or restrict access to school property by issuing no trespassing commands and/or stay away/no trespassing letters when deemed necessary by the superintendent when any individual or group:

1. is determined to present a risk to the safety of others,
2. presents a disruption to the learning environment,
3. fails to follow proper check-in and identification procedures, or
4. does not have a legitimate purpose to be present on school grounds or activities.

In the event a person prohibited by this or other board policies is on district property or is attending a district-sponsored event, the superintendent or building principal will tell the person he or she must leave and will notify the person they are not permitted back on district property, except if their presence is required by the district. The superintendent or building principal may contact the proper legal authorities if necessary to enforce this policy and may file a report or sign a complaint on behalf of the district.

Legal Reference: Neb. Statute 79-8,100

Cross Reference: 1004 Press, Radio and Television News Media

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## PUBLIC CONDUCT ON SCHOOL PREMISES

No person on district property will:

- Injure or threaten to injure another;
- Damage the property of another or of the district;
- Violate parking regulations;
- Drive a vehicle in an unsafe manner;
- Impede, delay or otherwise interfere with the orderly conduct of the district's educational program or any other activity taking place on district property which has been authorized by the Board, superintendent, principal or other authorized administrator;
- Enter any portion of district premises at any time for purposes other than those which are lawful and authorized by district officials;
- Possess an unauthorized loaded or unloaded firearm or any other instrument used as a dangerous or deadly weapon as defined in law and Board policy;
- Possess, consume, sell, give or deliver unlawful drugs including drug paraphernalia and alcoholic beverages;
- Smoke or use tobacco products;
- Wear, possess, use, distribute, display or sell any clothing, jewelry, emblem, badge, symbol, sign or other things which are evidence of membership or affiliation in any gang. Use speech or commit any act or omission in furtherance of the interests of any gang or gang activity. A "gang" is defined as a group that identifies itself through the use of a name, unique appearance or language including hand signs, claiming of geographical territory or the espousing of a distinctive belief system that frequently results in criminal activity;
- Willfully violate other district rules and regulations designed to maintain public order on school property.
- Conduct business or promote sales for any purpose unless authorized by the administration.

Spectators are permitted to attend extracurricular activities only as guests of the school district, and, accordingly as a condition of such permission, they must comply with the school district's rules and policies. Spectators will not be allowed to interfere with the enjoyment of the students participating, other spectators, or with the performance of employees and officials supervising the extracurricular activity. Spectators, like the student participants, are expected to display mature behavior and sportsmanship. The failure of spectators to do so is not only disruptive but embarrassing to the students, the school district, and the entire community.

To protect the rights of students to participate without fear of interference, and to permit the sponsors and officials of extracurricular activities to perform their duties without interference, the following provisions are in effect:

- Abusive verbal or physical conduct of spectators directed at participants, officials, sponsors of extracurricular activities, or at other spectators will not be tolerated.
- Verbal or physical conduct of spectators that interferes with the performance of students, officials, or sponsors of extracurricular activities will not be tolerated.
- The use of vulgar or obscene language directed at students, officials or sponsors participating in an extracurricular activity or at other spectators will not be tolerated.

If a spectator at an extracurricular activity becomes physically or verbally abusive, uses vulgar or obscene language, or in any way impedes the performance of an activity, the spectator may be removed from the event by the individual in charge of the event and the superintendent may recommend the exclusion of the spectator at future extracurricular activities.

Upon recommendation of the superintendent, the board shall cause a notice of exclusion from extracurricular activities to be sent to the spectator involved. The notice shall advise the spectator of the school district's right to exclude the individual from school district activities and events and the duration of the exclusion. If the spectator disobeys the school district's order, law enforcement authorities will be contacted and asked to remove the spectator. If a spectator has been notified of exclusion and thereafter attends an extracurricular activity, the spectator shall be advised that his/her attendance will result in prosecution.

Persons having no legitimate purpose or business on district property or violating or threatening to violate the above rules may be ejected from the premises and/or referred to law enforcement officials.

Cross Reference:     506     Student Activities  
                          903.08 Vandalism  
                          1006    Use of District Facilities and Equipment

Approved 2/16/2004   Reviewed 4/28/2014, 6/21/2021   Revised 6/16/2014

## SKATEBOARDING AND ROLLERBLADING

In the interest of maintaining a safe injury-free environment and preventing damage to school equipment, skateboarding and rollerblading are prohibited on the sidewalks, driveways, and playgrounds of the school at all times.

Cross Reference: 905 Safety Program

Approved 2/16/2014 Reviewed 4/28/2014, 6/21/2021 Revised \_\_\_\_\_

## DISTRIBUTION OR POSTING OF MATERIALS

The board recognizes that students, employees, parents, or citizens may want to distribute materials within the school district that are non curricular. Non-curricular materials to be distributed must be approved by the building principal and meet certain standards prior to their distribution.

It shall be the responsibility of the superintendent, in conjunction with the building principals to draft administrative regulations regarding this policy.

Materials shall be reviewed based on legitimate educational concerns. Such concerns include:

- The material is or may be defamatory;
- The material is inappropriate based on the age, grade level and/or maturity of the reading audience;
- The material is poorly written, inadequately researched, biased or prejudiced;
- The material contains information that is not factual;
- The material is not free of racial, ethnic, religious, or sexual bias;
- The material contains advertising that violates public school laws, rules, and/or policy;
- The material is deemed inappropriate for students;
- The public might reasonably perceive the content to bear the sanction or approval of the district.

The superintendent or designee shall determine distribution procedures for non curricular materials. Such procedures may include:

1. Distribution to each student before or after class if materials are not directly related to the instructional goals;
2. Notification to students or parents of the availability of the materials in a specified location if this procedure is deemed less disruptive to the educational process; or
3. Solicitation of school-related groups such as parent organizations to distribute materials.

The practice of distributing pamphlets, booklets, flyers, brochures and other similar materials shall be periodically reviewed to ensure that the mere volume of requests has not become an interruption to the educational process.

The facilities, the staff, or the students of the district shall not be used in any manner to advertise or promote commercial, cultural, organizational, or other nonschool interests except that the district may:

1. Utilize films and other instructional aids furnished by private sources when the advertising content is reasonable in the judgment of the building principal;

2. Cooperate through announcements and distribution of program material with nonprofit community organizations that supplement the school program when such cooperation will not interfere with the school program;
3. Permit participation on a student option basis in essay, art, science and similar contests sponsored by outside interests when such activities parallel the curriculum and contribute to the educational program;
4. Release promotional material for non school athletic and cultural events only through appropriate school departments;
5. Accept, but not actively solicit, limited advertising on extracurricular activity schedules and programs at the discretion of the principal of the school involved;
6. Permit other exceptions when, in the judgment of the superintendent, students of the district will benefit. The superintendent may, at his/her option, refer specific cases to the board for decision.

Signs and Banners: Signs and banners will be allowed in or upon buildings and other district facilities only with the prior written approval of the *[superintendent; building principal]* with consideration for the health, safety and welfare of staff and students.

The following guidelines shall be applied in considering requests to display signs or banners:

1. Signs and banners on sticks require special authorization;
2. Signs and banners fastened to any structure of a building or structures immediately adjacent to an open space shall not be allowed without specific prior written permission;
3. Signs and banners presenting recognizable health or safety hazards are prohibited;
4. Signs and banners presenting false information shall be prohibited.
5. [Signs and banners may be removed at the discretion of the administration.](#)

Advertising displayed under contract for monetary or in-kind contributions, i.e., scoreboards, computers, and other equipment or materials with a value of more than \$2000.00 must have board approval.

Cross References:    504.03 Student Conduct  
                             504.08 Freedom of Expression  
                             506     Student Activities  
                             604.10 Academic Freedom

Approved 2/16/2004    Reviewed 4/28/2014    Revised 6/16/2014, 6/21/2021

## VOLUNTEERS IN THE SCHOOLS

The use of volunteers within the school program enhances the educational process, both for students and for the community. Volunteers may provide additional support in the classroom, promote community-school cooperation in facilitating the learning process and provide resource persons for the district who have expertise in various areas.

Building principals shall make the final determination whether an interested community member will serve as a volunteer. The safety and well being of the students, staff and volunteers of the district is the chief concern. Therefore, the district may conduct criminal background checks on all volunteers who work directly with and/or have access to students. Background checks, if completed, will be conducted prior to the first time the individual volunteers work with the students and the district reserves the right to conduct additional background checks periodically thereafter.

School volunteers shall be expected to abide by all applicable laws, district policies, and administrative procedures when performing their responsibilities. All district employees working directly with a volunteer are responsible for directing and supervising the activities of the volunteer with broad supervision provided by the building principal/administrators.

It shall be the responsibility of the superintendent to implement this policy.

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## TITLE 1 PARENT AND FAMILY MEMBER ENGAGEMENT

The district commits to meeting all requirements of the **No Child Left Behind Act of 2001** including Every Student Succeeds Act (ESSA) amendments as they apply to all Title 1 programs conducted within the District. For the purpose of this policy “parents and family members” means “parents and persons in a parental relation to the student.” This Policy will be distributed to all parents annually, in a language that parents can understand.

The written District parent and family engagement policy has been developed jointly with, updated periodically, and distributed to parents and family members of participating children and the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below.

1. Parents and family members of all students are welcomed and encouraged to become involved with their child’s school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
2. Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
3. Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
4. Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
5. Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children’s academic achievement in a format, and when feasible, in a language the parents and family members can understand.

6. Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
7. Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

Legal Reference:       Neb. Statute 79-530 to 533  
                              Title 92, Chapter 51, Nebraska Administrative Code  
                              No Child Left Behind, Title 1, Sec. 1118, P.L. 107-110  
                              Every Student Succeeds Act (ESSA)

Approved 9/18/2017 Reviewed 8/27/2018, 6/21/2021 Revised 9/17/2018

## ADULT SPONSORS

Adult sponsors must be in attendance at all school sponsored activities.

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

## COMMUNITY USE OF SCHOOL DISTRICT BUILDINGS, SITES AND EQUIPMENT

School District facilities, sites and equipment will be made available to local nonprofit entities without charge. "Entities" shall include organizations, groups and individuals and their agents. Such use will be permitted only when the use does not interfere with or disrupt the education program or a school-related activity, the use is consistent with state law, and will end no later than midnight. It is within the discretion of the board to selectively allow for-profit entities to use school district facilities, sites and equipment on a fee basis. The fees established shall be consistent with the fee schedule in policy 705.02 (Usage Fees, Admissions and Royalties). It shall be within the discretion of the superintendent to allow use of school district facilities, sites and equipment on Sundays or holidays.

Those who wish to use school district facilities, sites or equipment must apply at the superintendent's office. It shall be the responsibility of the superintendent to determine whether the school district facility or equipment requested is available and whether the application for use meets board policy and administrative regulations. It shall be the responsibility of the superintendent to provide application forms, obtain proof of insurance, and draw up the contract (when required) for use of school district facilities, sites and equipment.

A school district employee shall supervise use of school district facilities, sites and equipment by entities unless special prior arrangements are made with the superintendent. The school district employee shall not accept a fee from the entity using school district facilities and equipment. If appropriate, the school district employee will be paid by the school district.

Entities that use school district buildings or sites must leave the building or site in the same condition it was in prior to its use. Entities that use school district equipment must return the equipment in the same working condition it was in prior to its use. Inappropriate use of school district facilities, sites or equipment may result in additional fees charged to, or the inability of, the entity to use school district facilities, sites or equipment in the future.

Legal Reference: Good News Club v. Milford

Cross Reference: 705.02 Usage Fees, Admissions and Royalties  
904.02 Lease, Sale or Disposal of School District Buildings  
and Sites  
1001 Principles and Objectives for Community Relations

Approved 2/16/2004 Reviewed 9/15/2014, 6/21/2021  
Revised 10/20/2014, 7/19/2021

## TOBACCO-FREE ENVIRONMENT

It is the policy of the Gering Public Schools' Board of Education that out of concern for the health and well-being of all students, staff, and patrons, and the belief that all tobacco products are harmful, a totally tobacco-free environment is instituted for the School District of Gering

School district facilities, including school vehicles, shall be off limits for smoking or other uses of tobacco products. For purposes of this policy, it includes all products such as cigars, cigarettes, chewing tobacco, nicotine products, vapor products (including e-cigarettes), and any products intended by appearance or effect to replicate tobacco products. This requirement extends to employees and visitors. This policy applies at all times, including school-sponsored and nonschool-sponsored events. Persons failing to abide by this request shall be required to extinguish their smoking material and may be required to leave the school district premises immediately. It shall be the responsibility of the administration to enforce this policy.

This policy will apply to all school activities and at all events where school facilities are made available to the public through lease agreements or other arrangements.

Notice of these policy requirements will be published and posted accordingly.

Legal Reference:       Goals 2000: Educate America Act, Pub. L. No. 103-227, 108 Stat. 125 (1994).

Approved 2/16/2004 Reviewed 6/23/2014, 6/21/2021 Revised \_\_\_\_\_

## EDUCATION AGENCY RELATIONS

The Board desires that staff and students of this district benefit in every possible way from resources provided by the colleges and universities of our area. The superintendent is to keep the board informed of opportunities for shared and cooperative services between the district and institutions of higher learning. Additionally, staff members are encouraged to seek out and use the services of college and university faculty members who are willing to serve our schools as instructional resource persons.

## VISITORS TO SCHOOL

The Board encourages parents and other district citizens to visit the school and classrooms at any time to observe the work of students, teachers and other employees. All visitors, which includes persons other than employees or students, must notify the principal of their presence in the facility upon arrival and request authorization to visit elsewhere in the building.

Persons who wish to visit a classroom while school is in session are asked to notify the principal and obtain approval from the principal prior to the visit so appropriate arrangements can be made and so class disruption can be minimized. Teachers and other employees shall not take time from their duties to discuss matters with visitors.

Visitors shall conduct themselves in a manner fitting to their age level and maturity and with mutual respect and consideration for the rights of others while attending school events. Visitors failing to conduct themselves accordingly may be asked to leave the premises. The board and administration will not tolerate any person or persons whose presence disturbs classes or school activities or hinders the instructional process. Children who wish to visit school must be accompanied by a parent or responsible adult.

It shall be the responsibility of employees to report inappropriate conduct. It shall be the responsibility of the superintendent and principals to take the action necessary to cease the inappropriate conduct. If the superintendent or principals are not available, a school district employee shall act to cease the inappropriate conduct.

The Board discourages using the school as a site for parents without custody to visit their children. The principal may deny the parent without custody the opportunity to deliver packages, gifts, messages, etc., to the child and/or to see the child during the school day without the approval of the custodial parent or legal guardian. In this paragraph, "without custody" means the parent lacks joint legal custody under Nebraska law.

The district may restrict the use of its buildings and grounds or restrict access to school property by issuing no trespassing commands and/or stay away/no trespassing letters when deemed necessary by the superintendent when any individual or group:

1. is determined to present a risk to the safety of others,
2. presents a disruption to the learning environment,
3. fails to follow proper check-in and identification procedures, or
4. does not have a legitimate purpose to be present on school grounds or activities.

In the event a person prohibited by this or other board policies is on district property or is attending a district-sponsored event, the superintendent or building principal will tell the person he or she must leave and will notify the person they are not permitted back on district property, except if their presence is required by the district. The superintendent or building principal may contact the proper legal authorities if necessary to enforce this policy and may file a report or sign a complaint on behalf of the district.

Legal Reference: Neb. Statute 79-8,100

Cross Reference: 1004 Press, Radio and Television News Media

Approved \_\_\_\_\_ Reviewed \_\_\_\_\_ Revised \_\_\_\_\_

**POLICY 204.12**  
**GERING PUBLIC SCHOOLS**  
**GERING, NE**

**PUBLIC PARTICIPATION IN BOARD MEETINGS**

The board recognizes the importance of citizen participation in school district matters. In order to assure citizens are heard and board meetings are conducted efficiently and in an organized manner, the board shall set time aside for citizen participation, either at a specific time during the meeting or during the discussion of agenda items. The board has the discretion to limit the amount of time set aside for public participation.

If the pressure of business or other circumstances dictate, the board president may decide to eliminate this practice at a particular meeting. The board president will recognize these individuals to make their comments at the appropriate time. The orderly process of the board meeting shall not be interfered with or disrupted. Only those speakers recognized by the board president shall be allowed to speak. Comments by others are out of order. If disruptive, the individual making the comments or another individual causing disruption may be asked to leave the board meeting.

Citizens wishing to address the board on a certain agenda item must notify the superintendent prior to the board meeting. Citizens wishing to present petitions to the board may do so at this time. However, the board will only receive the petitions and not act upon them or their contents.

Subjects for comment should involve areas within the board's proper responsibility. Discussion on unrelated matters is to be discouraged.

Individuals who have a complaint about employees may bring their complaint to the board only after they have followed board policy addressing citizens' complaints. Students who have a complaint may only bring their complaint to the board after they have followed board policy addressing students' complaints.

Any written or printed materials to be circulated for a meeting of the school board must be submitted to the superintendent by the Wednesday preceding a Monday night meeting. This material will be transmitted to the members of the board for their consideration.

Legal Reference: Nebraska Statute 84-1408 to 1414

Cross Reference: 201.7 School Board Liability  
204.3 Public Hearings  
204.10 Agenda  
403.5 Public Complaints about Employees

Approved 1/20/03 Reviewed 2/23/15 Revised 9/14/09

**GERING PUBLIC SCHOOLS  
GERING, NE**

**PUBLIC COMPLAINTS ABOUT EMPLOYEES**

The board recognizes situations may arise in the operation of the school district which are of concern to parents and other members of the school district community. While constructive criticism is welcomed, the board desires to support its employees and their actions to free them from unnecessary, spiteful, or negative criticism and complaints that do not offer advice for improvement or change.

While speakers may, during public meetings, offer objective criticism of school operations and programs, the board will not hear personal complaints concerning district personnel nor against any person connected with the school system unless that complaint is an agenda item having followed the process described below. To do so could expose the board to a charge of being party to slander and would prejudice any necessity to act as the final review of administrative recommendations regarding the matter. The board president will direct the patron to the appropriate means for board consideration and disposition of legitimate complaints involving individuals.

The board firmly believes concerns should be resolved at the lowest organizational level by those individuals closest to the concern. Whenever a complaint or concern is brought to the attention of the board it will be referred to the administration to be resolved. Prior to any board consideration however, the following should be completed:

1. Matters concerning an individual student, teacher, or other employee should first be addressed to the teacher or employee.
2. Unsettled matters from (1) above or problems and questions about individual attendance centers should be addressed to the employee's building principal for certificated employees and support staff. At this level, if requested by the administrator, the complainant shall put the complaint in writing.
3. Unsettled matters regarding certificated employees from (2) above or problems and questions concerning the school district should be directed to the superintendent.
4. If a matter cannot be settled satisfactorily by the superintendent, it may then be brought to the board in writing. The board will follow policy 1005.01 in handling public complaints.

Cross Reference:     204.10 Agenda  
                          204.12 Public Participation at Board Meetings  
                          1005.01 Public Complaints

Approved     03/15/10

**SCHEDULE OF INVESTMENTS HELD**

**AS OF May 31, 2021**

<b>Depository</b>	<b>Number</b>	<b>Fund</b>	<b>Amount</b>	<b>Rate</b>	<b>Date of Issue</b>	<b>Date of Maturity</b>
Valley Bank	1097688	Depreciation	\$340,065.88	1.25%	11-26-08	11-26-21
Valley Bank	1097480	Depreciation	\$55,959.22	.6485	03-18-08	03-18-22
Valley Bank	1097261	Activity- Whitney Parr	\$30,257.94	1.30%	08-16-07	08-16-21
US Bank	35050016148 3	Activity-Twyla Fulk	\$5,571.32	.45%		02-06-22

<b>Gering Public Schools Building Fund 5/31/2021</b>			
Cash Balance	5/31/2021	\$	86,217.29
Projected Revenue	05/31/21-08/31/21		
Taxes		\$	-
Transfer from General		\$	600,000.00
Interest		\$	300.00
<b>Total</b>		\$	<b>600,300.00</b>
Projected Expenses		\$	-
Admin Building		\$	-
High School Project		\$	-
<b>Total</b>		\$	<b>-</b>
Cash Balance			<u>\$686,517.29</u>

<b>Gering Public Schools Depreciation Fund 5/31/2021</b>			
Cash Balance	5/31/2021		<u>\$435,859.72</u>
Projected Revenue	05/31/21-08/31/21		
Interest		\$	500.00
<b>Total</b>		\$	<b>-</b>
		\$	<b>500.00</b>
Projected Expenses		\$	-
		\$	-
<b>Total</b>		\$	<b>-</b>
Cash Balance			<u>\$436,359.72</u>

THE MONTH ENDING MAY 31, 2021  
TRIAL BALANCE SUMMARY - YEAR-TO-DATE

		target \$650K	target \$750						
	GENERAL	BUILDING	DEPREC'N	FEE	QUALIFIED CAPITAL	EMPL BEN	ACTIVITY	CAFETERIA	BOND
9/1/2020	\$2,625,075.91	\$751,534.93	\$435,895.17	\$14,451.64	\$0.00	\$11,376.57	\$68,079.34	\$186,076.85	\$1,210,122.89
CD Deposit									
+									
YTD RECPTS	\$18,170,734.90	\$110,153.20	\$2,135.73	\$8,608.93	\$0.00	\$3.37	\$266,367.16	\$812,805.25	\$1,794,146.84
+									
RECPT ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
=									
AVAILABLE FUNDS	\$20,795,810.81	\$861,688.13	\$438,030.90	\$23,060.57	\$0.00	\$11,379.94	\$334,446.50	\$998,882.10	\$3,004,269.73
-									
YTD EXPENSE	\$16,904,878.42	\$175,459.00	\$0.00	\$0.00	\$0.00	\$2,047.76	\$281,963.51	\$806,238.99	\$1,720,852.47
-									
EXPENSE ADJ	\$0.00	\$600,000.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
=									
RECEIPT-EXP BALANCES	\$3,890,932.39	\$86,229.13	\$438,030.90	\$21,260.57	\$0.00	\$9,332.18	\$52,482.99	\$192,643.11	\$1,283,417.26

IMPREST	\$0.00								
PAYROLL	\$0.00								
CASH AT COUNTY	\$2,330,919.02								\$0.00
+									
REGULAR CHECKING	\$71,432.45		\$41,020.34	\$22,770.29		\$9,332.18	\$52,482.99	\$167,238.59	\$891,749.97
+									
MMA ACCOUNT	\$3,937,303.21	\$86,229.13	\$397,030.56		\$0.00		\$0.00	\$0.00	\$300,057.36
+									
IMPREST SUSPENSE	\$0.00								
+									
DUE TO BUILDING									
DUE FROM BOND	(\$600,000.00)								
CD'S							\$0.00		
+ or -									
A/R or (A/P)	(\$1,848,722.29)								
=									
FUND BALANCES	\$3,890,932.39	\$86,229.13	\$438,050.90	\$22,770.29	\$0.00	\$9,332.18	\$52,482.99	\$167,238.59	\$1,191,807.33

THE MONTH EDN MAY 31, 2021

TRIAL BALANCE SUMMARY

	target \$650K		target \$750k						
	GENERAL	BUILDING	DEPREC'N	FEE	QUALIFIED CAPITAL	EMPL BEN	ACTIVITY	CAFETERIA	BOND
05/01/2021 Balance	\$1,982,790.42	\$86,229.13	\$438,049.33	\$22,770.27	\$0.00	\$9,332.00	\$50,414.54	(\$15,724.33)	\$1,191,807.33
CD Deposit									
+									
MTD Receipts	\$3,856,853.86	\$17.33	\$1.57	\$289.84	\$0.00	\$0.16	\$30,400.82	\$198,594.40	\$660,535.60
+									
RECPT ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
=									
AVAILABLE FUNDS	\$5,839,644.28	\$86,246.46	\$438,050.90	\$23,060.11	\$0.00	\$9,332.16	\$80,815.36	\$182,870.07	\$1,852,342.93
-									
MTD EXPENSE	\$1,948,711.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,332.37	\$264,947.21	\$568,923.67
-									
EXPENSE ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
=					\$0.00				
RECEIPT-EXP BALANCES	\$3,890,932.39	\$86,246.46	\$438,050.90	\$23,060.11	\$0.00	\$9,332.16	\$52,482.99	(\$82,077.14)	\$1,283,419.26

IMPREST	\$0.00								
PAYROLL	\$0.00		\$0.00	\$0.00	\$0.00				
CASH AT COUNTY	\$2,330,919.02								
+									
REGULAR CHECKING	\$71,432.45		\$41,020.34	\$23,060.11			\$52,482.99	\$167,238.59	\$891,749.97
+									
MMA	\$3,937,303.21	\$86,229.13	\$397,030.56		\$0.00	\$9,332.18	\$0.00	\$0.00	\$300,057.36
+									
IMPREST SUSPENSE	\$0.00								
+									
DUE TO BUILDING DUE FROM BOND	(\$600,000.00)	\$0.00							
CD'S + or -							\$0.00		
A/R or (A/P)	(\$1,848,722.29)								
=									
FUND BALANCES	\$3,890,932.39	\$86,229.13	\$438,050.90	\$23,060.11	\$0.00	\$9,332.18	\$52,482.99	\$167,238.59	\$1,191,807.33

## BULLYING PREVENTION

The board recognizes the negative impact that bullying has on student health, welfare, safety, and the school's learning environment and prohibits such behavior. Bullying is defined as any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, at a designated school bus stop, or at school-sponsored activities or school-sponsored athletic events.

Bullying may constitute grounds for detention, suspension, expulsion or mandatory reassignment, subject to state and federal statutes and the district's student discipline and due process procedures.

Every report of alleged bullying that can be interpreted at the outset to fall within the protections of laws against discrimination shall be handled as a joint, concurrent investigation into all allegations and coordinated with the full participation of the Compliance Officer and Title IX Coordinator. If, in the course of an ongoing bullying investigation, potential issues of discrimination are identified, the Title IX Coordinator shall be promptly notified, and the investigation shall be conducted jointly and concurrently to address the issues of alleged discrimination as well as the incidents of alleged bullying.

It shall be the responsibility of the superintendent to implement appropriate programs or procedures for the purpose of educating students regarding bullying prevention.

This policy shall be reviewed annually.

Legal Reference:                   Neb. Statute 79-2,137

Cross Reference:                 505     Student Discipline

Approved 5/13/2010  
Revised 10/19/2020

Reviewed 6/23/2014, 7/1/2017, 8/20/2018, 6/15/2020

## PARENTAL AND FAMILY INVOLVEMENT IN THE SCHOOLS

It is the policy of the district to provide full access to the parent and family members of any student of the district to review textbooks, tests, curriculum and instructional materials, records of a student of any such parent, unless otherwise prohibited by law, and to any surveys of students done by the school district. Summary information regarding the district's curriculum, testing, and surveys will be provided at the beginning of each school year. Requests for access to specific instructional materials should be addressed to the teacher or building principal.

Requests by parents and family members to attend and monitor courses, assemblies, counseling sessions and other instructional activities shall also be made to the building principal or teacher. While requests to monitor are usually granted, if the request is denied, reasons for the denial will be provided.

It is the policy of the district to provide as consistent an experience as possible in all classroom instruction, testing, surveys, and other school experiences. It is the policy of the district not to excuse students from classroom instruction, testing, and other school experiences unless an objection is submitted to the building principal or teacher outlining the specific experience, the basis for the objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and family members.

The request for the student to be excused will be reviewed by the building principal and a decision provided to the parents and family members. While verbal objections and decisions are valid, written followup to verbal communications is required from the parent and family members, and the principal. If a student is excused from the requested activity no penalty will be assessed but an agreed upon alternative activity must be performed to the satisfaction of the teacher and principal.

It is the policy of the district to use only testing methods and testing instruments that are not of an experimental nature and to avoid using any testing materials or testing techniques that are not generally recognized by educational professionals to be within sound educational standards and both educationally and academically appropriate. It is the policy of the district to notify parents and family members of any standardized testing that may be scheduled within the school district.

It is the policy of the district to notify parents and family members of any survey which may be scheduled and to conduct student surveys judiciously, with full consideration of the fact that parents and family members may find items of the survey objectionable.

The following activities will also be included in the district's plan for parental and family involvement:

1. The district will involve parents and family members in the development of the Title I plan, the process for school review of the plan and the process for improvement;
2. The district will provide the coordination, technical assistance and other support necessary to assist participating schools in planning and implementing effective parental and family involvement activities to improve student academic achievement and school performance;
3. The district will build the schools' and parents' and family members' capacity for strong parental and family involvement;
4. The district will coordinate and integrate parental and family involvement strategies under Title I with other programs such as Head Start, Reading First, etc.;
5. The district will conduct with the involvement of parents and family members, an annual evaluation of the content and effectiveness of the parental and family involvement policy in improving the academic quality of the school served including identifying barriers to greater participation by parents and family members in Title I activities (with particular attention to parents and families who have low income, Limited English Proficient (LEP), minorities, disabilities and low literacy) and use the findings of the evaluation to design strategies for more effective parental and family involvement and to revise, as necessary, the parental and family involvement policies; and
6. The district will involve parents and family members in Title I activities.

The parent and family members or guardian of a student may have access to that student's records during normal business hours of the district according to Policy 507.01 Student Records Access.

This policy is adopted following a public hearing to receive public comments and suggestions.

Legal Reference:       Neb. Statute 79-530 to 533  
                              No Child Left Behind, Title I, Sec. 1118, P.L. 107-110

Cross Reference:     507.01 Student Records Access  
                              606.03 Objection to Instructional Materials  
                              610.02 Test or Assessment Administration  
                              611.01 Student Progress Reports  
                              611.04 Parent Conferences  
                              1002. District Annual Report  
                              1005.01 Public Complaints

Approved 2/16/2004  
Revised 7/15/2019

Reviewed 8/22/2016, 6/15/2020, 6/21/2021

**INTERLOCAL COOPERATIVE AGREEMENT  
AMENDED MAY 2021**

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”), Creek Valley Public School District No. 25-0025 (hereinafter referred to as “Creek Valley”), 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”), 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, Creek Valley, Gering, Kimball, Minatare, Mitchell, Morrill, 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, Creek Valley, Gering, Kimball, Minatare, Mitchell, Morrill, 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, Creek Valley, Gering, Kimball, Minatare, Mitchell, Morrill, 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.

**3.**

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
Bridgeport Public School District #63	=	3 slots
Bayard Public School District #21	=	2 slots
Creek Valley Public School District #25	=	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 shall notify ESU #13 and the VALTS Board of Education of its intent to increase slots in the VALTS program for the upcoming year by February 1st of the current school year. If such notification is received by ESU #13 and the VALTS Board of Education after February 1st, then such change shall be subject to the approval of ESU #13 and the VALTS Board of Education as to if it will become effective for the upcoming year.

A district shall notify ESU #13 and the VALTS Board of Education of its intent to decrease slots in the VALTS program for the upcoming year by February 1st of the current school year. If such notification is received by ESU #13 and the VALTS Board of Education after February 1st, then such change shall not become effective for the upcoming year, but shall become effective for the following year.

If a party is completely withdrawing from the VALTS program, it must give notice before February 1st of the current school year, and 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 elect a Secretary and appoint the ESU #13 Business Manager as the 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	=	42%
Mitchell Public School District #31	=	15%
Sidney Public School District #1	=	15%
Bridgeport Public School District #63	=	6%
Bayard Public School District #21	=	4%
Creek Valley Public School District #25	=	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%
		<hr/>
		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 Creek Valley Public School District No. 25-0025, of 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, 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**

BRIDGEPORT PUBLIC SCHOOL  
DISTRICT NO. 62-0063

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

CREEK VALLEY PUBLIC SCHOOL  
DISTRICT NO. 25-0025

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

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

MINATARE PUBLIC SCHOOL  
DISTRICT NO. 79-0002

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

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

SIDNEY PUBLIC SCHOOL  
DISTRICT NO. 17-0001

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**VALLEY ALTERNATIVE LEARNING TRANSITIONING SCHOOL  
BYLAWS AMENDED MAY 2021**

**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, Creek Valley Public School District No. 25-0025, 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, 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 elect a Secretary and appoint 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. Approve annual VALTS budget, including the per slot amount each district will pay, prior to August 1.
2. Review the compensation of any A-administrator, teacher, service contractor, or other employee which will be in accordance with ESU 13's compensation package process.
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. Review contract for any necessary services connected with operation of VALTS as needs and interests demand.
6. Review 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, typically in the months of March, June, September, and December.
2. Regular meeting time will be TBA.
3. Regular meeting location will be published in the meeting notification.

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. The Director of Alternative Education is responsible for preparing agendas, subject to modification by the president. Control of the meeting agenda is the responsibility of the VALTS BOE president.

## **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. Approve annual VALTS budget, including the per slot amount each district will pay, prior to August 1.
- D. 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. If requested, 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.
- E. 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. An annual reorganizational meeting will be held at the first regularly scheduled quarterly meeting of the calendar year.

- B. Election of Board officers will be from VALTS BOE members.

**ARTICLE VIII  
ADVISORY COUNCIL**

- A. The function of the Advisory Council is to act in a supportive and consultative capacity between the Director of Alternative Education and the VALTS BOE.
- B. The Director of Alternative Education 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 AGREEMENT FOR  
DAY SCHOOL / TREATMENT FACILITY  
AMENDED MAY 2021**

This **Amended Interlocal Agreement ("Agreement")** is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827 ("Act"), between:

Educational Service Unit No. 13 (hereinafter referred to as "ESU 13"), Alliance Public School District No. 07-0006 (hereinafter referred to as "Alliance"), 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"), Hay Springs Public School District No. 81-0003 (hereinafter referred to as "Hay Springs"), Hemingford Public School District No. 07-0010 (hereinafter referred to as "Hemingford"), **Kimball Public School District No. 53-0001 (hereinafter referred to as "Kimball")**, Leyton Public School District No. 17-0003 (hereinafter referred to as "Leyton"), Minatare Public School District No. 79-0002 (hereinafter referred to as "Minatare"), Mitchell Public School District No. 79-0031, (hereinafter referred to as "Mitchell"), Potter-Dix Public School District No. 17-0009 (hereinafter referred to as "Potter-Dix"), 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").

The school districts are referred to collectively as "Districts". ESU 13 and the Districts are referred to collectively as "Parties".

WHEREAS, the Act provides that two or more public agencies may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, the Parties are school districts and an educational service unit and, therefore, also public agencies and political subdivisions of the State of Nebraska;

WHEREAS, the Parties desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Parties;

WHEREAS, the Parties have passed resolutions authorizing each party to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

**1. No Separate Legal Entity.** This Agreement does not establish a separate legal or joint entity.

**2. Purpose.** The purpose of this Agreement is to operate a Day School / Treatment Facility, (hereinafter "Facility") which will include specialized therapeutic and educational services on a full time basis for youth that have been determined to meet entrance criteria at ESU 13, and to enter into any arrangements or agreements that are desirable or necessary to achieve this purpose.

**3. Term.** This Agreement shall commence on June 1, 2020 and shall continue until terminated by the Parties as provided herein, with a minimum term of 5 years.

**4. Administration.** The ESU 13 Administrator ("Administrator") shall be responsible for jointly administering the cooperative undertaking described in this Agreement, with the input of the superintendents of the Districts. The Administrator and District Superintendents shall meet bi-annually to discuss the operation and budget of the Facility. The Administrator may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

**5. Fiscal Agent.** ESU 13 shall serve as the fiscal agent for the purposes of this Agreement. The fiscal agent shall segregate funds contributed to a project pursuant to this Agreement from other funds it maintains and shall provide and review bi-annual statements to the Parties of all activity. The fiscal agent will thereafter be authorized to make all necessary and appropriate expenditures in support of the project.

**6. Control and Supervision.** ESU 13 shall exercise the degree of control and supervision of the Facility as necessary to achieve the purpose(s) of this agreement. Such control and supervision will include the enforcement of any rules and regulations adopted by the Parties for the safety of persons engaged in use of the Facility.

**7. Care and Maintenance.** ESU 13 shall be responsible for the general maintenance and care of the Facility, subject to financial payments or contributions made by the Districts.

**8. Facility Improvements.** ESU 13 may make such alterations, improvements, and repairs to the Facility as it desires without other Parties' approval. In circumstances where (1) capital construction additions or improvement expenses will be passed on to the Parties, the other Parties' must approve said facility improvements in writing and (2) the alterations, improvements, or repairs that need to be approved by the appropriate regulatory authority are so approved by that authority.

**9. Utilities.** ESU 13 shall be responsible for the payment of all utilities.

**10. Districts' Contributions.** ESU 13 shall, based upon the anticipated costs and outside contributions, determine the Districts' share of the annual facility expenses. Districts shall have the following payment options:

1. Option One – pay an all-inclusive amount proportionate to school district student enrollment;
2. Option Two – pay a flat dollar amount for services for membership in this Agreement (for the first year of this Agreement the flat dollar amount is \$3,333.00) plus a per seat cost.

Exhibit A, attached hereto, identifies each District's Option choice and initial annual cost. Districts shall not change their Option choice within the first 5 years of this Agreement, unless approved by Administrator or allowed pursuant to this paragraph. By June 1st of each year, Administrator will advise Districts of the upcoming school year's costs, which shall become effective September 1st. Administrator may increase the annual Districts' costs by up to 5% per year (due to cost of living/payroll increases, etc.). If the Administrator increases the annual cost by more than 5%, Districts shall have the right to change its Option choice or withdraw from the Agreement by giving notice to Administrator by July 15th.

**11. ESU 13 Responsibilities.** ESU 13 agrees to act as the Consortium Coordinating Agency, and as such, agrees to:

- A.** Furnish the therapeutic and educational personnel for the Facility as well as administrative personnel to manage all administrative duties in regard to this Agreement.

- B.** Perform all the bookkeeping and financial operations necessary to manage this Agreement.
- C.** Prepare and submit all necessary reports and agreements as required for the management of this Agreement.

**12. Expenses.** Unless provided otherwise herein, all expenses resulting from this Agreement shall be paid by ESU 13.

**13. Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real property in the event that such a need arises. In no event shall the Administrator have the authority to acquire real property on behalf of the Parties. The Administrator shall have the authority to acquire and hold any personal property that is needed or required for the implementation of any purpose of this Agreement. The title to all such personal property shall be held in the name of ESU 13. ESU 13 shall have the authority to dispose of such personal property, provided that (a) any such disposal shall comply with state law, and (b) any funds raised from such sale shall be shared by the parties in proportion to their contribution made to obtain the property.

**14. Financing and Budgeting.** The Administrator, or his or her designee, with input from the Districts' Superintendents will prepare and approve a budget on an annual basis based on a fiscal year that begins on September 1st and ends on August 31st. Each Party will budget separately to pay the costs and expenses that it will reasonably and necessarily incur to fulfill its obligations under this Agreement.

**15. Taxes.** This Agreement does not grant the Parties any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 2816. The Party owning the Property will be liable for any real estate tax or assessment on such Property.

**16. Nondiscrimination.** The Parties shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**17. Notice of Participation and Withdrawal of Party.** Unless a district notifies ESU 13 of its intent to withdraw from the Day School / Treatment Facility and this Agreement prior to March 1<sup>st</sup> of the current year, the district is committing to participate in the Facility and this Agreement for two years beyond the current year. Any party may withdraw from this

Agreement by giving written notification to the remaining parties by March 1<sup>st</sup> of the current year. Such withdrawal shall become effective two years from the end of the 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.

**18. Default.** A party shall be in default under this Agreement if it breaches, defaults on or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after the party receives written notice of such breach or failure to perform from the other party; or, if such breach cannot reasonably be cured within such 30-day period, and the breaching party fails to commence to cure such breach within such thirty (30) days after notice from the non-breaching party or fails to proceed diligently to cure such breach within a reasonable time thereafter. Upon default by a party, the remaining parties may pursue any remedy provided by law.

**19. Liability Insurance.** Each party shall obtain and pay for its own liability insurance coverage for their participation in this Agreement. The minimum coverage under such insurance shall be \$1,000,000 for one accident and \$5,000,000 in the aggregate.

**20. New Members.** The Parties may add additional parties (at the then existing cost/rates) to this Agreement by the majority consent of the then current member Parties.

**21. Notice.** Each Party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or electronic mail to the School Districts' superintendents and the ESU 13 Administrator at the address on file with the Nebraska Department of Education. Notice is effective only if the party giving the Notice has complied with this section.

**22. Reservation of Rights.** Each party reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

**23. Amendments and Modifications.** The Parties may amend or modify this Agreement only by a signed, written unanimous agreement that identifies itself as an amendment or modification to this Agreement. No other alterations in the terms of this agreement shall be valid or binding.

**24. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

**25. Counterparts.** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other Parties to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

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

**27. Entire Agreement.** The Agreement is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

This **AMENDED AGREEMENT** shall be effective upon its approval by the Board of Education of Alliance Public School District No. 07-0006, 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 Hay Springs Public School District No. 81-0003, the Board of Education of Hemingford Public School District No. 07-0010, the Board of Education of Kimball Public School District No. 53-0001, the Board of Education of Leyton Public School District No. 17-0003, 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 Potter-Dix Public School District No. 17-0009, 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**

**ALLIANCE PUBLIC SCHOOL  
DISTRICT NO. 07-0006**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL 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**

**BAYARD PUBLIC SCHOOL  
DISTRICT NO. 62-0021**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

**BRIDGEPORT PUBLIC SCHOOL  
DISTRICT NO. 62-0063**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

**GERING PUBLIC SCHOOL  
DISTRICT NO. 79-0016**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

**HAY SPRINGS PUBLIC SCHOOL  
DISTRICT NO. 81-0003**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

**HEMINGORD PUBLIC SCHOOL  
DISTRICT NO. 07-0010**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

**KIMBALL PUBLIC SCHOOL  
DISTRICT NO. 53-0001**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

**ATTEST:**

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

**LEYTON PUBLIC SCHOOL  
DISTRICT NO. 17-0003**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

**MINATARE PUBLIC SCHOOL  
DISTRICT NO. 79-0002**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

**MITCHELL PUBLIC SCHOOL  
DISTRICT NO. 79-0031**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

**ADDITIONAL SIGNATURE PAGES TO FOLLOW**

**POTTER-DIX PUBLIC SCHOOL  
DISTRICT NO. 17-0009**

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**

**EDUCATIONAL SERVICE UNIT NO. 13**

Dated \_\_\_\_\_

By \_\_\_\_\_  
President, Board of Education

ATTEST:

\_\_\_\_\_  
Secretary of the Board

# EXHIBIT A

<b>OPTION 1</b>	
<b>DISTRICT NAME</b>	<b>ANNUAL COST</b>
Alliance	\$34,846.00
Banner County	\$3,175.00
Bayard	\$9,657.00
Bridgeport	\$11,801.00
Gering	\$48,287.00
Hay Springs	\$4,710.00
Kimball	\$10,266.00
Leyton	\$4,180.00
Minatare	\$4,815.00
Potter-Dix	\$4,921.00
Scottsbluff	\$86,467.00

<b>OPTION 2</b>	
<b>DISTRICT NAME</b>	<b>ANNUAL COST</b>
Hemingford	\$3,333.00 plus per seat cost
Mitchell	\$3,333.00 plus per seat cost
Sidney	\$3,333.00 plus per seat cost

## TUITION REIMBURSEMENT AGREEMENT

This Tuition Reimbursement Agreement (“Agreement”) is between Scotts Bluff County School District No. 79-0016, commonly known as Gering Public Schools (the “District”) and Kelly Tofflemire (the “Employee”).

### Recitals:

- a. The District has requested that the Employee obtain a School Librarian Teaching Endorsement (the “Endorsement”) for the benefit of the District.
- b. The Employee has agreed to obtain the Endorsement and the District has agreed to reimburse the Employee for the tuition and fees which the Employee incurs for the coursework necessary to acquire the Endorsement, on the terms and subject to the conditions of this Agreement.

### Agreement:

The parties agree as follows:

#### 1. District’s Agreement to Reimburse:

- a. The District will reimburse the Employee for the tuition and fees incurred toward the Employee’s successful completion of coursework necessary to acquire the Endorsement. As a condition of being reimbursed for tuition and fees for a course, the Employee must submit to the Superintendent: (i) documentation satisfactory to the Superintendent that the Employee was required to take the course to achieve the Endorsement; (ii) course transcripts verifying the Employee’s successful completion of the course and that the Employee received the grade necessary to count toward obtaining the Endorsement; and (iii) proof of the amount of the tuition and fees for the course incurred by the Employee. The aggregate amount of the tuition and fees reimbursed to the Employee according to this Agreement is referred to in this Agreement as the “Paid Tuition Amount.”
- b. The District may, upon written notice to the Employee by the Superintendent, immediately terminate the District’s obligation to reimburse the Employee for tuition and fees according to this Agreement if: (i) the Employee resigns from employment with the District or (ii) the Employee’s employment contract is terminated or cancelled by the District for any reason other than a reduction in force. In these cases, the District may refuse to reimburse the Employee for any tuition and fees already incurred by the Employee.
- c. The District may, upon written notice to the Employee by the Superintendent, terminate its obligation to reimburse the Employee for tuition and fees according to this Agreement if the Superintendent determines that it is no longer beneficial to the District for the Employee to obtain the Endorsement. In this case, the District shall, subject to Section 1(a), reimburse the Employee for all tuition and fees which the Employee became obligated to pay prior to receiving written notice of termination from the District.

#### 2. Employee’s Promise to Reimburse:

- a. If the Employee: (i) separates from employment with the District prior to the end of the third full school year after the Employee receives the Endorsement and such separation is a result of the Employee’s resignation or the termination or cancellation of the Employee’s contract (for any reason other than a reduction in force); (ii) withdraws from the coursework or is dismissed or otherwise removed from taking the coursework prior to receiving the Endorsement; or (iii) fails to pursue and complete the coursework necessary to receive the Endorsement with reasonable diligence (each, a “Reimbursement Event”), then the Employee will immediately reimburse the District for the Paid Tuition Amount upon the written demand of the Superintendent.

- b. Interest will accrue on the unpaid Paid Tuition Amount at a rate of 6% per year beginning 30 days after the date of the Superintendent's written demand for reimbursement according to this Agreement. Payments made by the Employee shall be applied first to any accrued interest and then to the unpaid Paid Tuition Amount.
- c. Following notice to or knowledge by the District that a Reimbursement Event will occur or has occurred, the District may deduct from any wages owed to the Employee any and all amounts necessary, up to the maximum amount allowed by law, to offset the amount owed or to be owed by the Employee to the District under this Agreement. The Employee authorizes the District to make such deductions from the Employee's wages.

3. Effect of this Agreement: This Agreement shall be in addition to, and shall not replace or be construed to amend, any of the District's employment policies (except to the extent such policies are inconsistent with this Agreement) or the contract for employment between the District and the Employee. The Employee is not entitled to any additional wages or benefits for pursuing the Endorsement, except to the extent set forth in the District's policies or Negotiated Professional Agreement.

4. Severability: If for any reason, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable, or invalid as applied to any particular case or in all cases, such circumstance shall not have the effect of rendering such provision inoperative, unenforceable, or invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable, or invalid.

The parties have executed this Agreement on the date(s) set forth below:

Scotts Bluff County School District No. 79-0016,  
commonly known as Gering Public Schools

By: \_\_\_\_\_  
Superintendent of Schools

By: \_\_\_\_\_  
Kelly Tofflemire

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**The Employee certifies to the District that the Employee (check one):  is married /  is not married.**

**Consent of Spouse (if applicable)**

I, \_\_\_\_\_, am the spouse of Kelly Tofflemire and I authorize Scotts Bluff County School District No. 79-0016, commonly known as Gering Public Schools, to deduct the amounts from my spouse's wages as set forth in this Agreement.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**State of Nebraska; County of Scotts Bluff )ss.**

This Agreement was acknowledged before me on \_\_\_\_\_, 2021 by Kelly Tofflemire and \_\_\_\_\_ (spouse, if applicable).

\_\_\_\_\_  
Notary Public

# Memorandum of Agreement Between

Educational Service Unit #13 Head Start and  
Early Development Network/Planning Region #13  
(Scotts Bluff and Banner Counties)

And

Scottsbluff Public Schools  
Gering Public Schools  
Minatare Public Schools  
Mitchell Public School  
Morrill Public Schools  
Banner County Schools

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Local Education Agencies

School Year 2021-2022

**Mission Statement:**

The intent of this interagency agreement is to eliminate duplication of services, promote the most efficient use of resources, and clarify agency roles and responsibilities, thereby assuring continuous, well-coordinated services for your children and their families. Recognizing that every family is unique, honoring the diversity of families, acknowledging that the family is the expert on the child and the constant in the child's life and that families are equal team members.

**Purpose:**

The purpose of this document is to establish the framework in which special education and related services are provided to children with disabilities in our area. The children provided for in this agreement are in the age range of zero to five.

The agencies currently involved in providing these special education and related services through the interagency understanding are the local Education Agencies, Educational Service Unit #13 Head Start, and Planning Region #13.

In this agreement, when Head Start is stated, it refers to all Educational Service Unit #13 Head Start programs.

All Parties to this agreement follow requirements set forth by *Nebraska Department of Education Rule 51 Regulations and Standards for Special Education, Rule 52 Nebraska Department of Education Regulations and Standards for the Provision of Early Intervention Services and Head Start Performance Standards.*

**AGREEMENT OBJECTIVES****A. Identification****I. Screening:**

- a. Head Start, the Early Development Network, and the School Districts through Planning Region #13 have agreed to use a collaboratively agreed upon screening tool for birth through 5 years of age. The screener will not screen the child out of a further evaluation. Parents will make the decision about further evaluations.
- b. Local Education Agency (LEA or school district) through their own or their contracted speech language pathologist will complete articulation screening of Head Start children. Educational Service Unit (#13) staff will complete hearing screenings.
- c. Regulations require that Head Start screenings will be completed within 45 days of the date of enrollment into Head Start.
- d. If further testing is needed for a child, that child will be referred to the Early Development Network (Infants and toddlers to age three) or to the local education agency, with parents' consent.
- e. All agencies will collaborate on community Child Find Activities.

## **II. Referrals:**

- a. Referrals are developed through the screening process, on-going assessment and observation, and in collaboration with the child's parents.
- b. Coordination will be done between Head Start, School Districts, the Early Development Network, and other involved agencies to provide comprehensive evaluations of all referred children enrolled at Head Start.

## **III. Comprehensive Evaluations**

- a. A comprehensive evaluation will be completed in accordance with the Local Education Agency evaluation procedures.
- b. The Multidisciplinary Team (MDT) meeting will include all individuals whose responsibility is to evaluate the abilities and needs of a child referred for evaluation and who can provide input concerning the child being evaluated and, to determine whether or not the child meets the eligibility criteria in Section 006 of Rule 51 and Rule 52.

**Desired Outcome: To increase collaboration during the screening and identification process to reduce duplication of efforts by involved agencies.**

### **B. Individual Program Planning**

#### **I. IFSP/IEP Development**

- a. The active involvement of parents in their child's development will be encouraged. Parents are an equal team member in deciding the appropriate placement for their child. This placement will be determined on an individual basis.
- b. The LEA will work in collaboration with Head Start and the Early Development Network to develop an IFSP/IEP for each child that qualifies for Special Education services according to Rule 51 and Rule 52 requirements.
- c. Head Start, the LEA and other involved agencies may meet prior to the IEP to discuss funding responsibilities for any additional services and support. If an impasse occurs, mediation through the Center for Conflict Resolution is available.
- d. Funding will not be discussed at IEP meetings.

#### **II. Placement**

Placement means the special education and related services specified in a child's current Individualized Family Service Plan (IFSP) or Individual Education Program (IEP) and the setting in which these services are provided. The individuals with Disabilities Education Act (IDEA) as amended by Public Law 99-457, requires procedures to assure that, to the maximum extent possible, children with disabilities are served in natural environments with children who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from normal peer settings within the school and community should occur only when the nature or severity of the disability is such that full inclusion with the use of supplementary aids and services cannot be achieved satisfactorily.

- a. Head Start will provide an inclusive environment for children with disabilities who are enrolled in Head Start/Early Head Start and meet Head Start eligibility requirements.
- b. LEA will provide special education and related services based on the IFSP/IEP goals and objectives in the least restrictive environment to children who meet the eligibility criteria.
- c. According to program standards, Head Start must reserve 10% of the slots for children identified with a disability. Head Start may accept 10% of their children to be over income.
- d. Special Education and related services provided by the school district may be provided for the child in the Head Start setting and/or consideration of dual placement. The delivery of services should be in keeping with developmentally appropriate practices.
- e. With children on IFSP/IEPs, Head Start and LEAs will collaborate on child assessment/Teaching Strategies GOLD data collection and reporting.

### **III. Transition**

An on-going process of information sharing will be implemented between the parents and staff of all agencies involved with the children/family to insure smooth transitions within the parameters of Rule 51, Rule 52 and Head Start Performance Standards.

**Desire Outcome: To increase collaboration in providing appropriate services for identified children which best meets the individual needs of the child and family.**

#### **Professional Development**

Each school district, Head Start programs and Planning Region #13 are required to provide ongoing training for staff to increase their knowledge and ability to provide quality services to children with disabilities. Head Start programs, school districts, the Early Development Network, and social services are encouraged to coordinate an attend trainings.

**Desired Outcome: To increase collaboration between agencies by sharing resources available in staff development for benefit of children and families.**

#### **Miscellaneous**

All parties shall follow the requirements outlined in the Family Education Right to Privacy Act (FERPA).

This agreement may be terminated by any party, without penalty, upon thirty (30) days written notice to all other parties.

**Signatures**

  
\_\_\_\_\_  
**Head Start Representative**

6/1/21  
**Date**

\_\_\_\_\_  
**Scottsbluff Public Schools Administrator**

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Gering Public Schools Administrator**

6/4/21  
**Date**

\_\_\_\_\_  
**Minatare Public Schools Administrator**

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Mitchell Public Schools Administrator**

06/04/2021  
**Date**

\_\_\_\_\_  
**Morrill Public Schools Administrator**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Banner County Public Schools Administrator**

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**EDN Representative**

6-4-21  
**Date**

