

Board of Education Regular Meeting
Wednesday, December 13, 2023 6:30 PM
East Butler School
212 South Madison Street
Brainard, NE 68626-0036

1. Call Meeting To Order
2. Roll Call
3. Flag Salute/Open Meetings Act Statement
4. Celebration of #EvenBetter
5. Patron's Comments
6. Discussion/Informational Items
 - 6.1. Discussion on possible real estate purchase.
 - 6.2. East Butler Strategic Plan Discussion & Update
 - 6.3. State Assessment Data
7. Consent Agenda
 - 7.1. Approval of Minutes
 - 7.2. Treasurer's Report
 - 7.3. Approval of Resignations and Hires
8. Regular Agenda
 - 8.1. Discuss, consider, and take all necessary action on the proposed 2024-2025 school calendar.
 - 8.2. Discuss, consider, and take all necessary action on the proposed Level III Special Education Program through ESU 7.
 - 8.3. Discuss, consider, and take all necessary action on the proposed negotiated agreement with the EBEA for the 2024-2025 school year.

8.4. Discuss, consider, and take all necessary action designating Bank of the Valley as a depositor for district funds.

8.5. Discuss, consider, and take all necessary action on the proposed school bus purchase.

8.6. Discuss, consider, and take all necessary action on the submitted roof bids.

8.7. Discuss, consider, and take all necessary action on the superintendent's evaluation and contract.

9. Administrative Comments

10. Adjournment

District Classification

EXCELLENT

GREAT

GOOD

NEEDS SUPPORT TO IMPROVE

2022-2023 East Butler Performance Data: Nebraska Student-Centered Assessment System (NSCAS) Percent Proficient

Performance



NSCAS English Language Arts

68%

[View Data](#)

2022-23
 68%
 2021-22
 60%



NSCAS Mathematics

73%

2022-23
 73%
 2021-22
 54%



NSCAS Science

80%

2022-23
 80%
 2021-22
 75%



ACT (3rd Year Cohort)

61% 67% 67%

ELA	Math	Science
62%	59%	67%
45%	42%	45%

2022-2023 State Performance Data:



NSCAS English Language Arts

58%



NSCAS Mathematics

61%



NSCAS Science

70%



ACT (11th Grade)

46% 42% 49%

ELA	Math	Science
46%	42%	49%

East Butler Historical NSCAS Data:

Nebraska Student-Centered Assessment System: NSCAS Scores

Percent Proficient: Advanced/On Track

Combined Results for All Grades Tested

Data Years	English Language Arts ¹	Mathematics ¹	Science ¹
2022-2023	68%	73%	80%
2021-2022	60%	54%	73%
2020-2021	61%	53%	
2018-2019	51%	57%	

Board of Education Regular Meeting
Wednesday, November 8, 2023 6:30 P.M.
East Butler School - Brainard, NE

1. Call Meeting To Order at 6:30 P.M.

2. Roll Call - Present: Brandon Jisa, Megan Kozisek, Ryan Pekarek, Dylan Spatz, Sarah Strizek, and Kim TePoel. Also present: Mr. Michael Eldridge, Superintendent, Mr. Mark Cidlik, Secondary Principal, and Mr. Shawn Biltoft, Elementary Principal.

3. Flag Salute

4. Approve Agenda

Motion to approve the agenda as presented passed with a motion by Dylan Spatz and a second by Ryan Pekarek.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

5. Patron's Comments - Ryan Boyer from Butler County Landfill/Waste Connections presented the school with a donation of \$6,500.00.

6. Informational Items

6.1. Softball/Practice Field Concession Stand - Valerie Vandenberg, representative from the Brainard softball committee shared with the board the work and fundraising that they have done. The new softball scoreboard was funded through donations. The goal is to build a new concession stand at the softball field in Brainard. They have raised approximately \$20,000, and will need around \$30,000 to complete construction. They have applied for grants as well as reached out to area businesses.

6.2. Preschool (ECERS Visit) Presentation - Every five years, the East Butler Preschool program goes through an Early Childhood Environmental Rating System (ECERS) review from the Nebraska Department of Education. Mrs. Lyshelle Jisa, Preschool teacher in Dwight, shared the results of the visit. The preschool program scored high in many areas.

6.3. Negotiations Update - The negotiations committee (Megan, Ryan, & Kim) shared with the other school members the discussions that are taking place.

7. Consent Agenda

7.1. Approval of Minutes

7.2. Treasurer's Report

7.3. Approval of Resignations and Hires - Resignation of Dale Nielsen as Social Studies teacher effective at the conclusion of the 2023-2024 school year and hire of Tracy Patocka as Food Service Director and Jessica Orta as Kitchen Staff Worker.

Motion to approve the consent agenda as presented passed with a motion by Kim TePoel and a second by Sarah Strizek.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

8. Regular Agenda

8.1. Discuss, consider, and take all necessary action on the proposed strategic planning process, Phase II, with the Nebraska Association of School Boards (NASB).

Kari Stephens from NASB was present at the meeting to present the proposal for phase II, as well as be available to answer any questions. The cost would be between: \$4,000-\$5,200.

Proceed with the strategic planning process, Phase II, with the Nebraska Association of School Boards passed with a motion by Kim TePoel and a second by Ryan Pekarek.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

8.2. Discuss, consider, and take all necessary action on the Emergency Operations Plan (EOP).

Adopt the Emergency Operation Plan as presented passed with a motion by Dylan Spatz and a second by Brandon Jisa.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

8.3. Discuss, consider, and take all necessary action on the purchase of a new school bus.

Purchase a 2025 Blue Bird Vision diesel bus for \$117,000 by applying for the grant/rebate - \$24,000. If the district does not receive the grant/rebate, the school would purchase a slightly used Thomas built diesel bus (\$92,250) passed with a motion by Megan Kozisek and a second by Dylan Spatz.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

Enter closed session for protection of the financial security of the district at 7:51 P.M. passed with a motion by Kim TePoel and a second by Ryan Pekarek.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

Exit closed session at 8:30 P.M. passed with a motion by Kim TePoel and a second by Dylan Spatz.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

9. Administrative Comments - Mr. Cidlik reported on: Fall ACT for Juniors; Standard Response Protocol Training (SRP); Digital Citizenship Discussion; and Activities Update. Mr. Biltoft reported on: Emergency Operation Plan; Grandparents & Special Friends Day; Student Leadership Conference; Veterans Day Program; Christmas Programs; and D.A.R.E. Program.

10. Adjournment

Motion to adjourn at 8:43 P.M. passed with a motion by Dylan Spatz and a second by Ryan Pekarek.

Brandon Jisa: Yea, Megan Kozisek: Yea, Ryan Pekarek: Yea, Dylan Spatz: Yea, Sarah Strizek: Yea, Kim TePoel: Yea

Kim Fuehrer
Recording Secretary

Activity Fund Balance Report - Account - Exclude Encumbrances
12/2023 - 12/2023

Regular; Beginning Month 12/2023; Processing Month 12/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITY FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704	FUND BALANCE	*Previous Balance				146.40
		*Ending Balance:	0.00	0.00	0.00	146.40
05 704 2001	ACADEMIC DECATHALON	*Previous Balance				1,080.80
		*Ending Balance:	0.00	0.00	0.00	1,080.80
05 704 2002	AG PROJECTS	*Previous Balance				1,206.35
		*Ending Balance:	0.00	0.00	0.00	1,206.35
05 704 2003	ANNUAL	*Previous Balance				9,369.09
		*Ending Balance:	0.00	0.00	0.00	9,369.09
05 704 2004	ATHLETIC	*Previous Balance				36,871.11
		*Ending Balance:	0.00	0.00	0.00	36,871.11
05 704 2005	BOX TOPS/ PPT	*Previous Balance				4,013.03
		*Ending Balance:	0.00	0.00	0.00	4,013.03
05 704 2006	CHEERLEADERS	*Previous Balance				769.36
		*Ending Balance:	0.00	0.00	0.00	769.36
05 704 2007	CLOSE UP	*Previous Balance				16,191.42
		*Ending Balance:	0.00	0.00	0.00	16,191.42
05 704 2008	COLLEGE ACCESS GRANT	*Previous Balance				979.00
		*Ending Balance:	0.00	0.00	0.00	979.00
05 704 2009	CONCESSIONS	*Previous Balance				1,948.53
		*Ending Balance:	0.00	0.00	0.00	1,948.53
05 704 2010	DANCE TEAM	*Previous Balance				204.51
		*Ending Balance:	0.00	0.00	0.00	204.51
05 704 2011	DRAMA	*Previous Balance				3,479.31
		*Ending Balance:	0.00	0.00	0.00	3,479.31
05 704 2012	DRUG FREE PROGRAM	*Previous Balance				395.49
		*Ending Balance:	0.00	0.00	0.00	395.49
05 704 2014	FBLA	*Previous Balance				1,917.85
		*Ending Balance:	0.00	0.00	0.00	1,917.85
05 704 2015	FCCLA	*Previous Balance				2,599.72
		*Ending Balance:	0.00	0.00	0.00	2,599.72
05 704 2016	FFA	*Previous Balance				52,716.59
		*Ending Balance:	0.00	0.00	0.00	52,716.59

Activity Fund Balance Report - Account - Exclude Encumbrances

12/2023 - 12/2023

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<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 2017	FFA GREENHOUSE	*Previous Balance				11,639.16
		*Ending Balance:	0.00	0.00	0.00	11,639.16
05 704 2023	CLASS OF 2023	*Previous Balance				1,463.71
		*Ending Balance:	0.00	0.00	0.00	1,463.71
05 704 2024	CLASS OF 2024	*Previous Balance				2,079.67
		*Ending Balance:	0.00	0.00	0.00	2,079.67
05 704 2025	CLASS OF 2025	*Previous Balance				3,663.00
		*Ending Balance:	0.00	0.00	0.00	3,663.00
05 704 2026	CLASS OF 2026	*Previous Balance				3,568.10
		*Ending Balance:	0.00	0.00	0.00	3,568.10
05 704 2027	CLASS OF 2027	*Previous Balance				99.85
		*Ending Balance:	0.00	0.00	0.00	99.85
05 704 3001	LAPTOP INITIATIVE	*Previous Balance				23,194.38
		*Ending Balance:	0.00	0.00	0.00	23,194.38
05 704 3002	LETTERCLUB	*Previous Balance				1,384.94
		*Ending Balance:	0.00	0.00	0.00	1,384.94
05 704 3003	MISCELLANEOUS	*Previous Balance				(2,049.85)
		*Ending Balance:	0.00	0.00	0.00	(2,049.85)
05 704 3004	MUSIC	*Previous Balance				454.73
		*Ending Balance:	0.00	0.00	0.00	454.73
05 704 3005	NATIONAL HONOR SOCIETY	*Previous Balance				163.90
		*Ending Balance:	0.00	0.00	0.00	163.90
05 704 3006	SPEECH	*Previous Balance				17.76
		*Ending Balance:	0.00	0.00	0.00	17.76
05 704 3007	STUDENT COUNCIL	*Previous Balance				2,696.75
		*Ending Balance:	0.00	0.00	0.00	2,696.75
05 704 3009	WR SPIRIT LEADERS	*Previous Balance				514.69
		*Ending Balance:	0.00	0.00	0.00	514.69
05 704 3010	SKILLS USA	*Previous Balance				6,756.65
		*Ending Balance:	0.00	0.00	0.00	6,756.65
05 704 3011	CAREER TECHNICAL EDUCATION	*Previous Balance				9,701.51
		*Ending Balance:	0.00	0.00	0.00	9,701.51

Activity Fund Balance Report - Account - Exclude Encumbrances
12/2023 - 12/2023

Regular; Beginning Month 12/2023; Processing Month 12/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 **ACTIVITY FUND**

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>		<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 3012	ESPORTS	*Previous Balance				14.02
		*Ending Balance:	0.00	0.00	0.00	14.02
05 704 3013	VOLLEYBALL	*Previous Balance				606.62
		*Ending Balance:	0.00	0.00	0.00	606.62
		Fund Total: 05	0.00	0.00	0.00	199,858.15

Regular; Processing Month 12/2023; Accounts to Include Accounts with Activity; Fund Number 01

Fund: 01 GENERAL FUND

<u>Account Number</u>	<u>Description</u>	<u>Revised Budget</u>	<u>During Month</u>	<u>To Date</u>	<u>% of Budget</u>	<u>Budget Balance</u>
01 1100	PROPERTY TAXES	0.00	0.00	1,541,930.17	0.00	(1,541,930.17)
01 1115	CARLINE	0.00	0.00	418.65	0.00	(418.65)
01 1120	PUBLIC POWER DISTRICT-SALES TAX	0.00	0.00	1,547.92	0.00	(1,547.92)
01 1125	MOTOR VEHICLE TAXES	0.00	0.00	57,875.57	0.00	(57,875.57)
01 1370	PRE-SCHOOL TUITION	0.00	0.00	4,545.00	0.00	(4,545.00)
01 1510	INTEREST	0.00	0.00	1,810.06	0.00	(1,810.06)
01 1800	COMMUNITY SERVICE ACTIVITIES	0.00	0.00	4,650.00	0.00	(4,650.00)
01 1911	LOCAL LICENSE FEES	0.00	0.00	600.00	0.00	(600.00)
01 1990	MISC LOCAL REV	0.00	0.00	0.00	0.00	0.00
Subtotal: LOCAL RECIEPTS		0.00	0.00	1,613,377.37	0.00	(1,613,377.37)
01 2110	COUNTY FINES/LICENSES	0.00	0.00	4,832.45	0.00	(4,832.45)
01 2210	ESU RECEIPTS	0.00	0.00	0.00	0.00	0.00
Subtotal: 2000		0.00	0.00	4,832.45	0.00	(4,832.45)
01 3110	STATE AID	0.00	0.00	145,803.00	0.00	(145,803.00)
01 3120	SPED PROGRAMS/SCHOOL AGE	0.00	0.00	0.00	0.00	0.00
01 3125	SPED TRANSPORTATION/SCHOOL AGE	0.00	0.00	0.00	0.00	0.00
01 3400	STATE APPORTIONMENT	0.00	0.00	0.00	0.00	0.00
Subtotal: 3000		0.00	0.00	145,803.00	0.00	(145,803.00)
01 4105	UNIVERSAL SERVICES E-RATE	0.00	0.00	0.00	0.00	0.00
01 4310	REAP	0.00	0.00	29,524.00	0.00	(29,524.00)
01 4511	TITLE VI (REAP)	0.00	0.00	0.00	0.00	0.00
01 4518	SPED IDEA Part B	0.00	0.00	0.00	0.00	0.00
01 4530	OTHER FED CAT REC	0.00	0.00	700.00	0.00	(700.00)
01 4708	MEDICAID IN PUBLIC SCHOOLS	0.00	0.00	3,549.09	0.00	(3,549.09)
01 4998	ESSER III	0.00	0.00	58,415.00	0.00	(58,415.00)
Subtotal: 4000		0.00	0.00	92,188.09	0.00	(92,188.09)
01 5200	TRANSFERS	0.00	0.00	11,471.52	0.00	(11,471.52)
01 5690	OTHER NON-REVENUE RECEIPTS	0.00	0.00	18,137.93	0.00	(18,137.93)
Subtotal: 5000		0.00	0.00	29,609.45	0.00	(29,609.45)
01 9000	NON-PROGRAM RECEIPTS	0.00	0.00	0.00	0.00	0.00
Subtotal: NON-PROGRAM RECEIPTS		0.00	0.00	0.00	0.00	0.00
Fund Total:		0.00	0.00	1,885,810.36	0.00	(1,885,810.36)

December 13, 2023				
SPECIAL BUILDING FUND BILLS				
Island Sprinkler Supply		Chk# 1307		
		\$325.19		
Tile Design, Inc		Chk# 1308		
		\$6,200.00		
Klement Electric, Inc		Chk# 1309		
		\$535.41		
Truist Governmental Finance		Chk# 1310		
		\$183,168.74		
Total		\$190,229.34		
DEPRECIATION FUND BILLS				
No Depreciation Bills in November				
QUALIFIED CAPITAL IMPROVEMENT PURPOSE UNDERTAKING FUND (QCPUF)				
BOKF, NA		Chk# 1019		
		\$173,972.50		
Total		\$173,972.50		

Payroll Register - Totals

Unposted; Batch Description December 2023 PR-0001; Payroll Type Expense
Payroll,Extra,Pay Off Contracts,Purchase Order,Regular,Reversing GAAP

	<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Payee ID</u>	<u>Payee Name</u>	
Check Date:	12/20/2023	Batch Description: December 2023 PR-0001						
Processing Month:	12/2023	Status: Calculated Successfully						
Checking Account ID:	1							
ADD								
ACTIVITYTR Activity trips			911.92					
HOLIDAY Holiday Pay			1,194.24					
HOURLY Hourly Pay			68,542.07					
OT Overtime Pay			1,525.66					
PARASUB ParaEducator Substitute			150.00					
PERSONAL Personal Time			1,114.96					
SICK Sick Time Used			4,592.40					
SUBDRIVER Substitute Bus Driver			475.58					
SUBTEACHER Substitute			9,055.01					
TIGERKIDSC Tiger Kids Club			3,516.25					
VACATION Vacation Time			800.08					
			<u>91,878.17</u>					
CONTRACT								
C01 Contract 1			236,590.97					
C02 Contract 2			17,003.84					
C04 Title 1			2,611.31					
			<u>256,206.12</u>					
DEDUCTION								
ACCIDENT ACCIDENT		301.79			301.79	AFLACREMI	AFLAC REMITTANCE SERVICES	
ACCIDENTCO ACCIDENT-COLONI		75.68			75.68	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO	
CANCER CANCER		213.34			213.34	AFLACREMI	AFLAC REMITTANCE SERVICES	
CANCERCOLO CANCER-COLONIAL		44.20			44.20	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO	
COLONSTD COLONIALSTD		43.60			43.60	COLONIAL	COLONIAL LIFE & ACCIDENT INS. CO	
DENTALPOST FAMILY DENTAL		994.66	1,756.04		2,750.70	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE	
DENTALPRE DENTAL		258.63	234.20		492.83	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE	
DEPCARE DEPENDENT CARE		208.33			208.33	EASTBTLR2R	EAST BUTLER SCHOOL DIST 2R	
GARNISHCON Garnishment		398.72			398.72	CLEARRECOV	CLEAR RECOVERY, INC	
HEALTH HEALTH INSURANC		1,756.74	84,944.07		86,700.81	BLUECROSS	BLUE CROSS BLUE SHIELD OF NE	
HORACEMANN HORACE MANN ANN		100.00			100.00	HORACEMAN	HORACE MANN LIFE INS CO	
HOSPPRE HOSPITAL - PRET		142.22			142.22	AFLACREMI	AFLAC REMITTANCE SERVICES	
STDISAB SHORT TERM DISA		114.56			114.56	AFLACREMI	AFLAC REMITTANCE SERVICES	
URM URM		1,393.17			1,393.17	EASTBTLR2R	EAST BUTLER SCHOOL DIST 2R	
VISION VISION		550.23			550.23	VISION	VISION SERVICE PLAN	
WADREED FTC ANNUITY		933.57			933.57	WADDELLAN	FTC	
		<u>7,529.44</u>	<u>86,934.31</u>	<u>0.00</u>	<u>94,463.75</u>			
INDIVIDUAL BANK ACCOUNT DEDUCTION								
HSA HSA		489.35	3,190.54		3,679.89			D
		<u>489.35</u>	<u>3,190.54</u>	<u>0.00</u>	<u>3,679.89</u>			
RET DEDUCTION								
NPERS RETIREMENT	332,147.50	32,484.07	32,808.89		65,292.96	RET	NEBRASKA SCHOOL RETIREMENT A SYS	
		<u>32,484.07</u>	<u>32,808.89</u>	<u>0.00</u>	<u>65,292.96</u>			
TAX								
FIT FIT	309,683.20	23,219.48			23,219.48	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
FUTA FUTA	348,038.01							
MEDICARE MEDICARE	343,200.84	4,976.48	4,976.48		9,952.96	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
SITNE SIT NE	309,683.20	11,441.26			11,441.26	SITNE	NEBRASKA DEPARTMENT OF REVENUE	A
SOCSEC SOC SEC	343,200.84	21,278.48	21,278.48		42,556.96	EFTPS	ELECTRONIC FEDERAL TAX PAYMENT SYSTEM	A
SUTANE SUTA NE	348,038.01							
WCNE WORK COMP NE	348,038.01							

Payroll Register - Totals

Unposted; Batch Description December 2023 PR-0001; Payroll Type Expense
 Payroll, Extra, Pay Off Contracts, Purchase Order, Regular, Reversing GAAP

<u>PIK/Gross</u>	<u>Amount</u>	<u>Expense/ Employer</u>	<u>Adjustment Amount</u>	<u>Check Total</u>	<u>Payee ID</u>	<u>Payee Name</u>
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Checking Account ID: 1

	60,915.70	26,254.96	0.00	87,170.66		
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Net Pay:	246,665.73
Cash Total:	497,272.99

Non - FIT Taxable Deductions	38,401.09
Non - SIT Taxable Deductions	38,401.09
Non - SOC SEC Taxable Deductions	4,883.45
Non - MEDICARE Taxable Deductions	4,883.45
Direct Deposits	250,345.62
Automatic Payments	152,463.62
Adds + Contracts + Deduction Adds	348,084.29

**Treasurer's Report for the Board of Education
December 13, 2023
Month of October 2023**

General Fund

Beginning of the Month Balance	\$ 1,434,451.38
Receipts	\$ 296,554.64
Interest	\$ 530.01
Expenditures	\$ 603,218.33
End of Month Balance	\$ 1,128,317.70
MCAULIFFE PRIZE 12 MONTH (due 04/5/21)	\$ 540.53
BANK OF PRAGUE 24 MONTH (due 10/1/22)	\$ 413,361.40

Special Building Fund

Beginning of the Month Balance	\$ 569,367.62
Butler County Taxes	\$ 1,050.33
Saunders County Taxes	\$ 3,728.96
Seward County Taxes	\$.38
Receipts	\$ 4,779.67
Interest	\$ 233.62
Expenditures	\$ 7,060.60
End of Month Balance	\$ 567,320.31
FIRST NEBRASKA BANK 12 MONTH FLEX (due 06/10/21)	\$ 0.00

Qualified Capital Purpose Undertaking Fund

Beginning of the Month Balance	\$ 250,485.49
Receipts	\$ 612.39
Interest	\$ 62.59
Expenditures	\$ 172,972.50
End of Month Balance	\$ 77,187.97

Student Fees Fund

Beginning of the Month Balance	\$ 8,207.27
Receipts	\$ 400.00
Service Charge	\$ 3.00
Expenditure	\$ 665.00
End of Month Balance	\$ 7,936.27

Depreciation Fund

Beginning of the Month Balance	\$ 277,180.53
Receipts	\$ 0.00
Transfer	\$ 0.00
Interest	\$ 592.33
Expenditures	\$ 0.00
End of Month Balance	\$ 277,772.86

Employee Benefit Fund

Beginning of the Month Balance	\$ 11,751.53
Receipts	\$ 0.00
Transfer	\$ 0.00
Interest	\$ 4.74
Expenditures	\$ 378.12
End of Month Balance	\$ 11,378.15

Nebraska Liquid Asset Fund

Beginning of the Month Balance	\$ 0.06
Receipts	\$ 0.00
Interest	\$ 0.00
Expenditures	\$ 0.00
End of Month Balance	\$ 0.06

Activity Fund

Beginning of the Month Balance	\$ 171,987.03
Receipts	\$ 47,215.83
Interest	\$ 76.44
Expenditures	\$ 14,946.42
End of Month Balance	\$ 204,332.88
First Nebraska Bank - 18 mo (Close Up CD #1353)	\$ 2,596.69
First Nebraska Bank - 12 mo (Close UP CD# 1514)	\$ 2,444.69

Lunch Fund

Beginning of the Month Balance	\$ 157,913.36
Receipts	\$ 17,237.09
Interest	\$ 49.60
Expenditures	\$ 144,370.67
End of Month Balance	\$ 30,829.38

12/08/2023 02:03 PM

Unposted; Batch Description General Fund Invoices-0110

User ID: BSJ

Vendor Name	Vendor Description	Amount
Checking Account ID 1	Fund Number 01 GENERAL FUND	
ACT		1,352.00
AMAZON CAPITAL SERVICES		603.39
AMGL		12,025.00
APPLE INC		145.00
BONGERS, SANDRA		285.04
BRUNING GROCERY		23.15
BURESH LAWN CARE		3,050.00
BUTLER COUNTY HEALTH		1,455.13
BUTLER COUNTY WELDING		2,110.57
CANON FINANCIAL SERVICES		2,955.00
CANON SOLUTIONS AMERICA INC		95.01
CENTRAL NEBRASKA REHABILITATION SERVICES		708.62
CROWNE PLAZA HOTEL		144.00
CTF SERVICE INC		2,171.49
CULLIGAN OF COLUMBUS		227.00
DALE'S FOOD PRIDE		4.18
DAVID CITY ACE HARDWARE		114.59
DAVID CITY PUBLIC SCHOOLS		8,097.80
DIDIER'S GROCERY		122.20
DIVERSIFIED DRUG TESTING		210.00
EAKES OFFICE SUPPLY		59.22
EAST BUTLER HOT LUNCH		50,000.00
ELECTRONIC ENGINEERING COMPANY		517.50
ESU #7		24,063.14
FLINN SCIENTIFIC INC		110.71
FRONTIER COOPERATIVE CO		6,329.30
FUEHRER, KIM		69.41
HLAVAC, DANIELLE		27.18
HOME DEPOT PRO		3,636.07
HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY		1,706.59
JCI INDUSTRIES INC		258.95
JW PEPPER AND SON INC		135.00
KAVAN, HEATHER		50.00
KLEMENT ELECTRIC, INC		724.85
KSB SCHOOL LAW		440.00
LINCOLN JOURNAL STAR		692.32
MADISON NATIONAL LIFE INS CO		777.69
MEISTER, JODY		51.96
MENARD'S COLUMBUS		28.99
NATIONAL ART & SCHOOL SUPPLIES		171.26
NEBRASKA ASSOCIATION OF SCHOOL BOARDS		2,400.00
NEBRASKA COUNCIL OF SCHOOL ADMINISTRATORS		415.00
PAPER TIGER SHREDDING		85.00
REGION V SERVICES		887.26
RELIANT I.T. SOLUTIONS		51.96
SACK LUMBER CO		563.09
SCHIEFFLER SIGNS		445.00
SCHMITT MUSIC COMPANY		44.98
SCHOOL SPECIALTY LLC		84.75
SCHUYLER COOP ASSOCIATION		8,619.95
SEWARD COUNTY INDEPENDENT		211.55
SISEL, ANGELA		34.50
STEAGER IRRIGATION LLC		300.00
STEVE WEISS MUSIC INC		22.90

Vendor Name	Vendor Description	Amount
SUNBELT RENTALS, INC		921.32
TECH MASTERS		1,321.00
VILLAGE OF BRAINARD		4,728.70
VILLAGE OF PRAGUE		16.00
WAHOO-WAVERLY-ASHLAND NEWSPAPERS		141.42
WASTE CONNECTIONS OF NEBRASKA		2,041.33
WINDSTREAM NEBRASKA, INC.		283.62
Fund Number 01		<u>149,368.64</u>
Checking Account ID 1		<u>149,368.64</u>

EAST BUTLER PUBLIC SCHOOL DISTRICT

2024-2025 School Calendar - Proposed

August 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	




March 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					




April 2025						
Su	M	Tu	W	Th	F	Sa
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May 2025						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2025						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

-  School Closed
-  Early Release Day
-  Parent Teacher Conferences

-  Professional Learning Day - No School
-  Final Day of Semester
-  First and Last Day of School

85 days 1st Semester (43/42)
 94 days 2nd Semester (44/50)
 179 Student Days 188 Teacher Days

- Aug 12-13 Professional Learning Days
- Aug 14 First Day of School for students - 1:30pm Dismissal
- Aug 14 First Day of School for Preschool
- Sept. 2 No School - Labor Day
- Sept. 3 Professional Learning Day - No School
- Oct. 2 Parent/Teacher Conferences - 1:30pm Dismissal
- Oct. 3 Professional Learning Day - No School
- Oct. 4 Fall Break - No School
- Oct. 18 End of 1st Quarter - 2:30pm Dismissal
- Nov. 1 Professional Learning Day - No School
- Nov. 27-29 Thanksgiving Break - No School
- Dec. 19 Last Day for Elementary - Noon Dismissal
- Dec. 20 Last Day for Secondary - Noon Dismissal
- Dec. 21-Jan. 2 Winter Break - No School

- Jan. 2 Professional Learning Day - No School
- Jan. 3 Classes Resume - Start of 2nd Semester
- Feb. 19 Parent/Teacher Conferences - 1:30pm Dismissal
- Feb. 20 Professional Learning Day - No School
- Feb. 21 No School
- Mar. 7 End of 3rd Quarter - 2:30pm Dismissal
- Mar. 21 Professional Learning Day - No School
- April 17-21 Spring Break - No School
- May. 7 Seniors Last Day
- May. 10 Graduation - 2:00pm
- May. 20 Preschool Last Day
- May. 21 Last Day for Elementary - Noon Dismissal
- May. 22 Last Day for Secondary - Noon Dismissal
- May. 23 Professional Learning Day - No School

11-20-2023

**INTERLOCAL AGREEMENT FOR
SPECIAL EDUCATION BUILDING PROJECT**

This 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. 7 ("ESU 7");
- Boone County School District 06-0001, commonly known as Boone Central Public Schools ("Boone Central"); and
- Merrick County School District 61-0004, commonly known as Central City Public Schools ("Central City").
- Colfax County School District 19-0058, commonly known as Clarkson Public Schools ("Clarkson").
- Platte County School District 71-0001, commonly known as Columbus Public Schools ("Columbus").
- Polk County School District 72-0015, commonly known as Cross County Public Schools ("Cross County").
- Butler County School District 12-0056, commonly known as David City Public Schools ("David City").
- Butler County School District 12-0502, commonly known as East Butler Public Schools ("East Butler").
- Nance County School District 63-0001, commonly known as Fullerton Public Schools ("Fullerton").
- Polk County School District 72-0075, commonly known as High Plains Community Schools ("High Plains").
- Colfax County School District 19-0070, commonly known as Howells-Dodge Consolidated Schools ("Howells-Dodge").
- Platte County School District 71-0067, commonly known as Humphrey Public Schools ("Humphrey").
- Platte County School District 71-0005, commonly known as Lakeview Community Schools ("Lakeview").
- Colfax County School District 19-0039, commonly known as Leigh Community Schools ("Leigh").
- Polk County School District 72-0019, commonly known as Osceola Public Schools ("Osceola").

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- Merrick County School District 61-00949 commonly known as Palmer Public Schools ("Palmer").
- Colfax County School District 19-0123, commonly known as Schuyler Community Schools ("Schuyler").
- Polk County School District 72-0032, commonly known as Shelby-Rising Schools ("Shelby-Rising").
- Boone County School District 06-0017, Commonly known as St. Edward Public Schools ("St. Edward").
- Nance County School District 63-0030, commonly known as Twin River Public Schools ("Twin River").

The school districts are referred to collectively as "Districts." ESU 7 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 a school district and an ESU 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 construct and operate a special education program (hereinafter "Program") at ESU 7 and to enter into any arrangements or agreements that are desirable or necessary to achieve this purpose.

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3. Term. This Agreement shall commence on January 1, 2024 and shall continue until terminated by the Parties as provided herein.

4. Administration. The School Districts' superintendents and the ESU 7 Administrator ("Administrators") shall be responsible for jointly administering the cooperative undertaking described in this Agreement. The Administrators, 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 7 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 quarterly 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, unless said expenditures would cause the project to exceed the approved budget by more than \$100,000. If the fiscal agent deems it necessary to exceed a project budget by more than \$100,000, the agent shall request approval from the Parties' boards of education for the over-budget expenditure.

6. Control and Supervision. ESU 7 shall exercise the degree of control and supervision of the Program 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 Program.

7. Operations and Use. ESU 7 shall develop, on or before July 1, 2024), a plan for the operation of the Program (hereinafter "Use Schedule"). The Use Schedule may be amended or changed from time to time by ESU 7.

8. Use of Program by Other Persons or Organizations. The Parties may allow other individuals, entities, or organizations as is allowed by ESU 7 Facilities Use Policy.

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

10. Program Improvements. ESU 7 may make such alterations, improvements, and repairs to the Program 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 Program 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. Each Party agrees to be responsible for the payment of any and all repairs, alterations, improvements, and replacements it makes to the Program

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except as otherwise agreed to by the parties in writing. All improvements made to the Program shall be and remain the personal property of the Party that owns the real property on which the improvements are located upon the termination of this Agreement, and shall remain with the Program at the termination of this Agreement for any reason.

11. Utilities. ESU 7 shall be responsible for the payment of all utilities.

12. Financial Contribution. The Program will be funded in two ways.

A. Program Tuition.

1. Parties with eligible students enrolled in the Program the first academic year, 2024-2025, will be obligated to pay the full-year tuition regardless of their students' attendance, except in cases where one of the following circumstances arises: (1) Expenses are adequately covered by other school districts who have students attending. This will require more than 5 students for one teacher, or no more than 10 students for two teachers, or (2) If a student leaves the Program, another district fills the vacancy.
2. After the first academic year, 2025-2026 and beyond, will pay tuition for eligible students enrolled in the Program.

B. Building Fee.

1. Each Party shall pay a \$40 daily building fee for students who attend the Program. This building fee may not be eligible for special education reimbursement.

13. ESU 7 Responsibilities. ESU7 agrees to act as the Consortium Coordinating Agency, and as such, agrees to:

- A.** Furnish the Special Education personnel for the Program 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.
- D.** Not exceed the budget or spending guidelines as set forth in the School District's monetary contribution.

14. Expenses. Unless provided otherwise herein, all expenses resulting from this Agreement shall be shared and paid equally by the Parties.

15. 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 Administrators have the authority to acquire real property on behalf of the Parties. The Administrators 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 7. ESU 7 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.

16. Financing and Budgeting. The Administrators 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. Each Party agrees to pay an amount determined by the Administrators to fulfill its share and obligations under the budget pursuant to any terms or deadlines determined by the Administrators.

17. Damage or Destruction. The Parties agree that in the event of the damage or destruction of the Program, they shall be restored to the same use to the extent possible with insurance proceeds. No party shall be obligated to restore the Program beyond what can be provided with insurance proceeds. In the event that insurance proceeds are insufficient to repair or replace the Program, this Agreement shall terminate.

18. 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.

19. 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.

20. Employment Eligibility Verification. The Parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system

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to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

21. Termination. The Parties may terminate this Agreement prior to its scheduled termination date only if each of the Parties' governing boards pass a resolution and submit a copy of it to the other Parties. Any funds or property in possession of the Parties as a result of this Agreement shall be divided and distributed to the party that contributed it or funded its purchases. Termination shall not relieve a Party of any obligation for its share of any outstanding indebtedness or expense incurred under this Agreement.

22. 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.

23. 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.

24. New Members. The Parties may add additional parties to this Agreement by the majority consent of the then current member Parties. The Administrators shall establish the fees, costs, charges, assessments, and other conditions required for participation by the new member.

25. 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 7 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.

26. Indemnification. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties shall each indemnify and hold harmless the other and its directors, officers, and employees, from any claims, expenses (including attorneys' fees and litigation expenses), damages or losses it may suffer as a result of any claims made regarding the validity of this Agreement; the effect of this Agreement on the expenditure or revenue

authority of the Parties, including but not limited to taxpayer or regulatory claims; or any failure of a Party to comply with its responsibilities under this Agreement.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

East Butler Public Schools

By: _____

Name: _____

Title: _____

Date: _____

11-20-2023

EDUCATIONAL SERVICE UNIT NO. 7

By: _____

Name: _____

Title: _____

Date: _____



Educational Service Unit 7 Special Education Expansion Program Proposal

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Project Proposal

The Educational Service Unit 7 located in Columbus, Nebraska, presents a proposal for the expansion of the existing ESU 7 Level III programs aimed at providing comprehensive support to students facing significant learning and developmental challenges. This proposal introduces a program referred to as "Program" within the context of this document.

The Program is designed to offer robust assistance to low-functioning students with autism or complex disorders within ESU 7 school districts situated in a seven-county vicinity, spanning from kindergarten to individuals up to the age of 21 (see [Appendix A: Project Partners](#)). An application procedure will be in place to determine the eligibility of students for enrollment in the Program (see [Appendix B: Program Application DRAFT](#)). Those enrolled in the Program will focus on developing essential life skills, enhancing social interactions, improving communication abilities, and acquiring the necessary behavioral skills to thrive in their respective environments.

The tuition and building fees associated with the Program will be invoiced to the school districts with students participating in the Program. It's important to note that building fees are not eligible for special education reimbursement, and this distinction will be clearly indicated on the tuition bill to the respective districts.

The Program is scheduled to be housed within a repurposed classroom in the Learning Academy on the ESU 7 campus, commencing in the academic year 2024-2025, with an initial limited student capacity of up to five (see [Appendix C: Timeline](#)). Following

essential renovations, the Program will be relocated to the South Building, allowing for full enrollment capacity of up to ten students beginning in August, 2025.

Rationale

ESU 7's commitment to providing comprehensive support for students with autism or similar complex disabilities of low functioning has been an ongoing and central focus for the school districts since 2014. On an annual and continuous basis, the ESU 7 Special Education Director actively collaborates with school districts to assess and address their unique special education requirements. Service contracts are meticulously tailored to address these specific needs. These critical deliberations take place during Annual Consultation Meetings, culminating in the finalization of essential services, training initiatives, and specialized support for districts, educators, and students.

The pressing need for an additional Level III program, dedicated to addressing the unique challenges posed by high-needs autism and related disorders, has consistently surfaced as a prominent concern. During the most recent service planning meeting with Superintendents, the establishment of a high-needs autism program emerged as a top priority for multiple districts. The demand for additional, highly targeted, and intensive support remains an unmet need within ESU 7's member districts.

It is important to note that while ESU 7 currently offers support to school districts, educators, and students, this assistance is not structured in the form of a specialized program situated on the ESU 7 campus. Instead, ESU 7 personnel have been instrumental in supporting schools and students through a multifaceted approach. This approach

encompasses the creation of specialized programming within districts, active involvement,

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in Individualized Education Plan development, meeting support, assistance with curriculum design, behavior analysis and support, specialized training in autism and related fields for staff, and model teaching.

Service Planning

Service planning for the academic year 2023-2024 was successfully concluded in December 2022. During this period, the development of a program on the ESU 7 campus, tailored to students with severe autism or other complex disabilities, garnered heightened attention. It became apparent that a more comprehensive analysis, involving the collection of additional data and thorough discussion, was necessary to ascertain the priority of this service.

Subsequently, planning for the ESU 7 Service Plan for the academic year 2024-2025 commenced in August 2023. The perceptual data analysis underscored the imperative need for a specialized education program designed to address the unique requirements of students who exhibit low functioning capabilities. These students are predominantly afflicted by significant autism and related disorders, leading to pronounced communication and behavioral challenges.

Upon establishing the priority of implementing a program tailored to students with low functioning, severe autism, and related disorders, superintendents were tasked with initiating discussions on this program with their respective district administration teams. Subsequently, a Zoom meeting was convened on October 6, 2023, with the aim of engaging districts interested in the Program. It is noteworthy that twelve districts actively

participated in the Zoom meeting, each expressing a genuine interest and identifying potential students within their purview.

To facilitate informed decision-making at the district level, requests for cost estimations were issued in preparation for the upcoming district board meetings. Concurrently, comprehensive communication, encapsulated in [Appendix D: Correspondence](#), was disseminated to superintendents in preparation for their October 2023 board meetings.

Existing Structure

ESU 7 possesses ownership of the South Building structure, encompassing an estimated 12,000 square feet, with plans to renovate approximately 1,200 square feet, as detailed in [Appendix E: Site Plan](#). The refurbished area is slated to accommodate two (2) classrooms, one (1) wheelchair-accessible bathroom, one (1) sensory room, and two (2) recovery rooms. This renovation project will also entail the inclusion of two interior exits and one exterior exit. Furthermore, an ADA-compliant playground will be introduced as an additional feature, without necessitating modifications to the existing parking allowances.

Building Costs and Contributions

Option 1: Annually, districts pay tuition + \$6800 non-reimbursable fee. ESU Pays \$330,000 non-reimbursable contribution.

Estimated total budget of funds for the approximate 1,200 sq ft remodeling project is \$180,000. Cost per square foot is estimated to be \$150. If the cost per square foot is

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determined to be more than the estimated cost, the project will be adjusted accordingly.
The breakdown of contributions is as follows:

- ESU 7 School District Partners: Non-reimbursable \$40 per day for enrolled students over time for remodel expenses plus \$45,000-65,000 tuition for enrolled students
- ESU 7 General Fund: up to \$30,000 additional expenses and \$300,000 playground.

Each school district Board of Education will sign a partnership contract ([Appendix F: Agreement for Payment of Funds DRAFT](#)) describing the financial responsibilities of both parties as a result of contributing dollars ([Appendix G: Resolution For District Board of Education](#)). The building will be legally owned by ESU 7 with programming advice provided by ESU 7 member districts.

Option 2: Annually, districts pay tuition + \$6800 reimbursable fees. ESU Pays \$180,000 non-reimbursable. (THIS IS THE PREFERRED OPTION, BUT WILL NEED CONFIRMATION FROM NDE FIRST).

Estimated total budget of funds for the approximate 1,200 sq ft remodeling project is \$180,000. Cost per square foot is estimated to be \$150. If the cost per square foot is determined to be more than the estimated cost, the project will be adjusted accordingly.
The breakdown of contributions is as follows:

- ESU 7 School District Partners: Reimbursable \$40 per day over time for equipment and playground plus \$45,000-65,000 tuition for enrolled students
- ESU 7 General Fund: \$180,000 remodel expenses

Each school district Board of Education will sign a partnership contract ([Appendix F: Agreement for Payment of Funds DRAFT](#)) describing the financial responsibilities of both parties as a result of contributing dollars ([Appendix G: Resolution For District Board of](#)

[Education](#)). The building will be legally owned by ESU 7 with programming advice provided by ESU 7 member districts.

Dollars Contributed

ESU 7's special education program receives advice and input from its ESU 7 Executive Committee of Superintendents. The Committee will provide a final recommendation for dollars to contribute for the building remodel ([Appendix H: Sample Contribution Worksheet](#)).

The anticipated total dollars applied toward this building remodel **or equipment and playground** by these nineteen districts is \$180,000 **or \$330,000** with maintenance expenses ongoing. Each school district participating in the remodel project for the Program will contribute a daily building fee amount **or daily equipment fee**. A daily rate of \$40 will be added to the bill for any student attending the program. This amount is not **or is** eligible for special education reimbursement.

The successful execution of the Project hinges on the efficient staffing, provisioning, equipping, training, and overseeing of the personnel responsible for the students attending (as detailed in [Appendix I: Staff Qualifications](#)). To ensure the seamless operation of this endeavor, schools enrolling in the first year of the Project will be obligated to pay the full-year tuition along with the daily building fee, regardless of their students' attendance, except in cases where one of the following circumstances arises:

1. Expenses are adequately covered by other school districts who have students attending. This will require more than 5 students for one teacher, or no more than 10 students for two teachers.
2. If a student leaves the Program, another district fills the vacancy.

Reasons a student may not complete the year:

- Student moves
- Student becomes ill or otherwise is unable to attend
- Student violates the handbook and is expelled

General Building Specifications

In broad terms, the building remodel will encompass approximately 1,200 square feet. This structure will be thoughtfully designed to cater to the specific needs of the ESU 7 school districts, particularly in providing essential support to students facing significant language and behavioral challenges, often associated with autism or complex special education disorders (as outlined in [Appendix J: List of Structural Components](#)). The projected program is committed to adhering to the principles of the Least Restrictive Environment (LRE) as it functions not as a traditional school but as a service. This meticulous approach ensures strict compliance with LRE requirements. Furthermore, the remodeled area will be fully aligned with all necessary American with Disabilities Act (ADA) specifications.

Board Support

ESU 7 Chief Administrator and Special Education Director will visit any district Boards that request their presence to describe the Program ([Appendix K: Contact Information](#)). School districts have requested final decisions to be made on or before the end of the Fall semester 2023 for both the participating school district Boards of Education, as well as ESU 7 Board of Education.

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Appendix A: Project Partners

- Educational Service Unit No. 7 (“ESU 7”);
- Boone County School District 06-0001, commonly known as Boone Central Public Schools (“Boone Central”); and
- Merrick County School District 61-0004, commonly known as Central City Public Schools (“Central City”).
- Colfax County School District 19-0058, commonly known as Clarkson Public Schools (“Clarkson”).
- Platte County School District 71-0001, commonly known as Columbus Public Schools (“Columbus”).
- Polk County School District 72-0015, commonly known as Cross County Public Schools (“Cross County”).
- Butler County School District 12-0056, commonly known as David City Public Schools (“David City”).
- Butler County School District 12-0502, commonly known as East Butler Public Schools (“East Butler”).
- Nance County School District 63-0001, commonly known as Fullerton Public Schools (“Fullerton”).
- Polk County School District 72-0075, commonly known as High Plains Community Schools (“High Plains”).
- Colfax County School District 19-0070, commonly known as Howells-Dodge Consolidated Schools (“Howells-Dodge”).
- Platte County School District 71-0067, commonly known as Humphrey Public Schools (“Humphrey”).
- Platte County School District 71-0005, commonly known as Lakeview Community Schools (“Lakeview”).
- Colfax County School District 19-0039, commonly known as Leigh Community Schools (“Leigh”).
- Polk County School District 72-0019, commonly known as Osceola Public Schools (“Osceola”).
- Merrick County School District 61-00949 commonly known as Palmer Public Schools (“Palmer”).

- Colfax County School District 19-0123, commonly known as Schuyler Community Schools (“Schuyler”).
- Polk County School District 72-0032, commonly known as Shelby-Rising Schools (“Shelby-Rising”).
- Boone County School District 06-0017, Commonly known as St. Edward Public Schools (“St. Edward”).
- Nance County School District 63-0030, commonly known as Twin River Public Schools (“Twin River”).

Appendix B: Program Application DRAFT

ESU 7 Expanded Level III Program Application

ESU 7 Expanded Program Application 2024-2025 - Google Forms Please complete the application as thoroughly as possible. Students may be Kindergarten through age 21.

Intake process:

1. Complete this application
2. ESU 7 team reviews application
3. Representative from ESU 7 team observes student at home district
4. Student (applicant) and parent tour Program
5. ESU 7 team makes a recommendation to home district
6. If student is a fit for program, home district invites ESU 7 representative to student's IEP to discuss needs, services and placement.

If you have any questions, please contact:

Cara Neesen
ESU 7
Student Services Principal
402-564-0815 extension 1008

lpolk@esu7.org [Switch account](#)



Not shared

* Indicates required question

School District *

Your answer

School District Contact Person (Name, Phone Number, email) *

Your answer



Special Education Case manager (Name, Phone Number, email) *

Your answer

Date of Application *

Date

mm/dd/yyyy



Student's Name (First and Last) *

Your answer

Date of Birth *

Date

mm/dd/yyyy



Age and Grade Level *

Your answer _____

Gender *

Female

Male

Prefer not to say

Other _____

Student Lives with: *

Parent

Grandparent

Foster Parent

Other _____

Parent Contact Information (Name, Phone Number, Address, email) *

Your answer _____

Is Placement for Now or Later? *

Now

Next Semester

Next School Year

Other

Most Recent Special Education Eligibility Category (Include primary and secondary) *

Your answer

Why Are You Considering Placement in the New Program *

Your answer

Are Student's Parents Aware You Are Considering this Placement? *

Yes

No

Other

Have You Discussed Programming Needs With Your School Psychologist? *

Yes

No

Other

How Have You Served This Student in the Past? *

Your answer

Does This Student Have Behavioral Concerns? Is yes, explain in detail *

Your answer

Does Student Have Communication Concerns? If yes, explain in detail. *

Your answer

What Assistive Technology Does Student Use (low and high tech)? *

Your answer

Is Student Currently Under the Care of Physician for any Condition? If yes, please *
explain in detail.

Your answer _____

Is Student Currently taking Any Prescribed Medications or Herbal Remedies? If *
Yes, Please list and explain.

Your answer _____

Please indicate Student's level of independence with toileting needs (Please *
check all that apply).

Student is completely independent (no assistance in the bathroom)

Incontinent

Need assistance to get on and off the toilet

Uses a lift of some kind

Full assistance all aspects of toileting

Assistance now and then for accidents


Other:

Does Student Have Any Dietary Restrictions? If Yes, explain. *

Your answer

Please send Most Recent IEP, MDT, FBA, and BIP to cneesen@esu7.org *

Date

mm/dd/yyyy 

Submit

Clear form


Appendix C: Timeline

**All dates are approximate*

October-December 2023	Boards of Education Approval
November 2023	Project Proposal Drafted
December 2023-February 2024	Recruit and Hire Staff
January 2024	Contract with Architect
February 2024	Finish Bid Documents
March 2024	Bid the Project
March-April 2024	Open Bids, ESU 7 Board Approval
August 2024	Soft Start with Limited Capacity in Learning Academy Repurposed Classroom
May - December 2024	Remodel
January 2025	Move to Remodeled Space

Appendix D: Correspondence

Email on October 5, 2023 to ESU 7 Public School Superintendents

 **Larianne Polk** October 5, 2023 at 2:58 PM

★ High needs program Hide

To: Tucker Tejkl, Brent Hollinger, Chad Denker, Mark Ernst,
Cole Fischer, King, Brice, Kim Beran, Jeff Anderson,
Jason Schapmann, Jeff Schwartz, Jason Cline,
Cc: Tami Clay,
Bcc: Mindy Reed

Good morning.

I know you all had a meeting with Tami regarding a high needs program earlier this week (Monday). She said you were asking for a VERY rough idea of what to expect in terms of cost for that program. I have some information here, but it is very rough. I am guessing high as I do not know the cost of remodel, the availability of staff, the numbers of schools or students, etc. The following information is based on \$200,000 remodel project with 5 districts, and year 1 tuition for a program with 5 students.

Each district would contribute \$10,000 year 1 and \$5,000 each year after through year 5.
* Districts not contributing at the onset of the program will be charged an extra 10% per year.

Program costs/tuition will range from \$60,000-75,000.
* We will be very transparent with the program costs after we have more information. For now, I am basing these costs on of the following:

- ~ Portion of salaries and benefits for Tami, bookkeeper, principal, custodian, IT support (we do this for each sped service now)
- ~ 1 full time teacher
- ~ 1 day/wk equivalent for SLP
- ~ 5 paras for 1:1 for each of the projected students
- ~ 1 para to float as needs arise
- ~ necessary specialized training.
- ~ equipment

This is, and will be, a costly program. ESU 3 in Papillon has a similar program and their cost of tuition is in that range.

Tami and I are working on a program description, but will not have time to put that together for you by Monday. This is what we have so far.

Description

The Educational Service Unit 7 in Columbus, NE proposes to provide an expansion to the Learning Academy program to support students in a Level III program on the ESU 7 campus. This Learning Academy II will provide ESU 7 school districts in the seven county area intense support for their lower functioning students with autism, kindergarten through the age of 21. These students will work on communication and behavioral skills necessary to function in their environments. The Learning Academy II will be located in the ESU 7 South Building. .

Support for low functioning students with autism has been a priority for schools since 2014. In the years since, ESU 7 has supported these schools and students by assisting with creating programming at districts, Individualized Education Plan development and meeting support, curriculum design assistance, behavior support and analysis, autism training to staff, and model teaching. As a result of Service Planning work in December 2022 and again in the perceptual data dig in August 2023, students with low functioning autism with behavior and communication needs were elevated to a level school districts inquired about the development of a program located on the ESU 7 campus with anticipated opening to be Fall 2024.

Please call my cell phone if you have any questions. I am out of state at an advocacy conference in DC until late Friday. Let me know how I can help you.



Larianne Polk Ed.D.

Chief Administrator

Strategic · Responsibility · Relator · Achiever · Significance

Educational Service Unit 7

Address: 2657 44th Ave., Columbus, NE 68601

Phone: (402) 564-5753 Ext.1001

Mobile: (402) 720-4977

Website: www.esu7.org

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Minutes after discussion in October 17, 2023 Superintendent Meeting

8:30-9:00 am - High Needs Autism Program Discussion

- Notes:
 - Autism Program:
 - Total cost. If only 5 at the beginning what is the criteria. If no room, then what?
 - Waiting list
 - If no join now, what about the 10% penalty
 - If districts decide to do the \$40 per day rate, there will be no penalty
 - How do ESU funds work?
 - ESU 7's budget is funded less than $\frac{1}{3}$ property tax, $\frac{1}{3}$ grants, and more than $\frac{1}{3}$ contracts with districts
 - No authority to levy for a building fund
 - All special education programs are 100% funded by contracts
 - Discussed options on if you contribute funds now, or if you wait until you send kids.
 - Need to ask the Schools which option to use.
 - Will do in a Google Form
 - 3 options in the program
 - 30K over 5 years with penalty
 - 5k start up and 40d/day
 - 40d/day
 - Projected budget for the program
 - Approximately \$180,000 remodel
 - Estimated \$45,000-65,000 per year tuition
 - Several clarifying questions about year one options are for commitment, and if any portions are reimbursable.
 - Daily rate and building contributions not reimbursable
 - Will be called an expanded Level III program, not necessarily an autism program, in order to not unintentionally restrict to one disability.
 - Can a 1:1 come with the student
 - This will be something to determine on case by case basis

Discussion in October 17, 2023 Superintendent Meeting

8:30-9:00 am - High Needs Autism Program Discussion

- Update on the Special Education Autism Program
 - Working on the proposal. Will be presented to the ESU 7 Board during our November meeting.
 - Working hard to put together a detailed budget.
 - Districts agreed to having a building fee added to the enrolled student tuition.

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Discussion in October 17, 2023 Executive Superintendent Committee Meeting

11:30am-1:30pm - High Needs Autism Program Discussion

- Discussed other options for payment of the program in order for districts to receive maximum reimbursement.
 - Option 1:
 - \$45,000-65,000 tuition + \$6,800 building fee (\$40 per day) for enrolled students.
 - ESU 7 Board Pay for equipment and supplies and playground, approximately \$330,000.
 - Reimbursement
 - This option will provide schools with reimbursable expenses for the tuition.
 - Approx. \$52,000 per enrolled student
 - ESU is **not** reimbursed for any of their expenses, approximately \$330,000
 - Option 2:
 - \$45,000-65,000 tuition + \$6,800 equipment fee (\$40 per day) for enrolled students.
 - ESU 7 Board Pay for remodel, approximately \$180,000.
 - Reimbursement
 - This option will provide schools with reimbursable expenses for the tuition and equipment
 - Approx. reimbursed amount is \$52,000 + \$5,440 per enrolled student
 - ESU is **not** reimbursed for any of their expenses, approximately \$180,000
- Discussed getting a grant to support the build of the playground. Polk explained ESUs are not considered schools or LEAs so we do not qualify for the grants. CPS offered to have us use their foundation to apply for the grant.

Email sent to superintendents 11/7/2023

ESU7 Public Superintendents


Subject: Sped Expansion Program Proposal

From: Larianne Polk – lpolk@esu7.org

Signature: Strengths


Attached to this email is the draft of the proposal. I have included 2 options, but they are not needing a decision by you. If NDE says I can include equipment in the rate AND that is reimbursable, we will **go with Option 2**. Tami is checking on that. Either way, your contribution is \$40 per day. I just hope we can get you reimbursement on that amount.

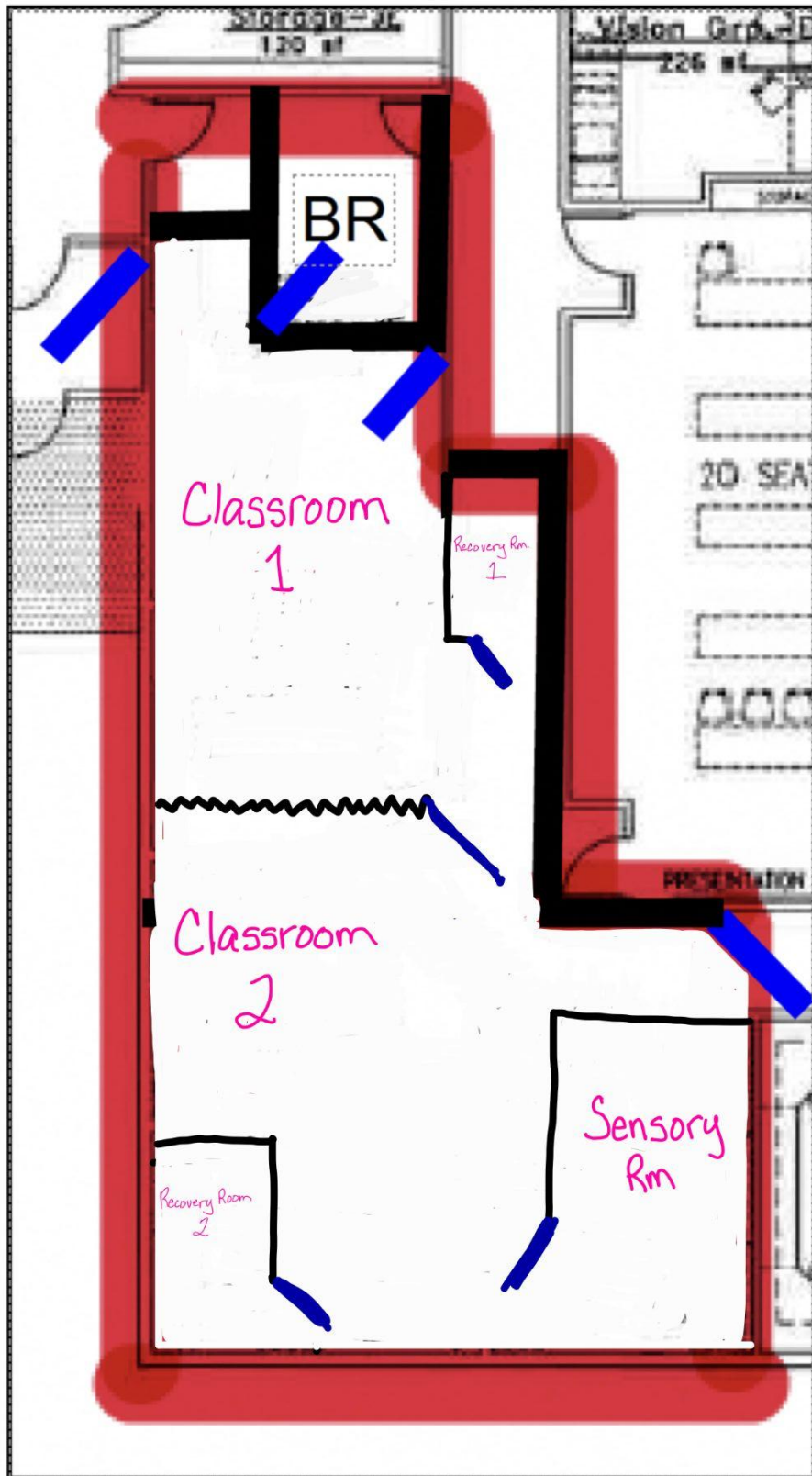
- Option 1:
 - \$45,000-65,000 tuition + \$6,800 building fee (\$40 per day) for enrolled students.
 - ESU 7 Board Pay for equipment and supplies and playground, approximately \$330,000.
 - Reimbursement
 - This option will provide schools with reimbursable expenses for the **tuition only**.
 - Approx. **\$52,000** per enrolled student
 - ESU is **not** reimbursed for any of their expenses, approximately \$330,000
- Option 2:
 - \$45,000-65,000 tuition + \$6,800 equipment fee (\$40 per day) for enrolled students.
 - ESU 7 Board Pay for remodel, approximately \$180,000.
 - Reimbursement
 - This option will provide schools with reimbursable expenses for the **tuition and equipment**
 - Approx. **\$52,000 + \$5,440** per enrolled student
 - ESU is **not** reimbursed for any of their expenses, approximately \$180,000



Larianne Polk Ed.D.
Chief Administrator
Strategic · Responsibility · Relator · Achiever · Significance

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Appendix F: Agreement for Payment of Funds DRAFT

Draft

11-7-2023

Draft

INTERLOCAL AGREEMENT FOR SPECIAL EDUCATION BUILDING PROJECT

This 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. 7 ("ESU 7");
- Boone County School District 06-0001, commonly known as Boone Central Public Schools ("Boone Central"); and
- Merrick County School District 61-0004, commonly known as Central City Public Schools ("Central City").
- Colfax County School District 19-0058, commonly known as Clarkson Public Schools ("Clarkson").
- Platte County School District 71-0001, commonly known as Columbus Public Schools ("Columbus").
- Polk County School District 72-0015, commonly known as Cross County Public Schools ("Cross County").
- Butler County School District 12-0056, commonly known as David City Public Schools ("David City").
- Butler County School District 12-0502, commonly known as East Butler Public Schools ("East Butler").
- Nance County School District 63-0001, commonly known as Fullerton Public Schools ("Fullerton").
- Polk County School District 72-0075, commonly known as High Plains Community Schools ("High Plains").
- Colfax County School District 19-0070, commonly known as Howells-Dodge Consolidated Schools ("Howells-Dodge").
- Platte County School District 71-0067, commonly known as Humphrey Public Schools ("Humphrey").
- Platte County School District 71-0005, commonly known as

- Lakeview Community Schools ("Lakeview").
- Colfax County School District 19-0039, commonly known as Leigh Community Schools ("Leigh").
 - Polk County School District 72-0019, commonly known as Osceola Public Schools ("Osceola").
 - Merrick County School District 61-00949 commonly known as Palmer Public Schools ("Palmer").
 - Colfax County School District 19-0123, commonly known as Schuyler Community Schools ("Schuyler").
 - Polk County School District 72-0032, commonly known as Shelby-Rising Schools ("Shelby-Rising").
 - Boone County School District 06-0017, Commonly known as St. Edward Public Schools ("St. Edward").
 - Nance County School District 63-0030, commonly known as Twin River Public Schools ("Twin River").

The school districts are referred to collectively as "Districts." ESU 7 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 a school district and an ESU 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 construct and operate a special education program (hereinafter "Program") at ESU 7 and to enter into any arrangements or agreements that are desirable or necessary to achieve this purpose.

3. Term. This Agreement shall commence on January 1, 2024 and shall continue until terminated by the Parties as provided herein.

4. Administration. The School Districts' superintendents and the ESU 7 Administrator ("Administrators") shall be responsible for jointly administering the cooperative undertaking described in this Agreement. The Administrators, 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 7 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 quarterly 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, unless said expenditures would cause the project to exceed the approved budget by more than \$100,000. If the fiscal agent deems it necessary to exceed a project budget by more than \$100,000, the agent shall request approval from the Parties' boards of education for the over-budget expenditure.

6. Control and Supervision. ESU 7 shall exercise the degree of control and supervision of the Program 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 Program.

7. Operations and Use. ESU 7 shall develop, on or before July 1, 2024), a plan for the operation of the Program (hereinafter "Use Schedule"). The Use Schedule may be amended or changed from time to time by ESU 7.

8. Use of Program by Other Persons or Organizations. The Parties may allow other individuals, entities, or organizations as is allowed by ESU 7 Facilities Use Policy.

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

10. Program Improvements. ESU 7 may make such alterations, improvements, and repairs to the Program 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 Program 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. Each Party agrees to be responsible for the payment of any and all repairs, alterations, improvements, and replacements it makes to the Program except as otherwise agreed to by the parties in writing. All improvements made to the Program shall be and remain the personal property of the Party that owns the real property on which the improvements are located upon the termination of this Agreement, and shall remain with the Program at the termination of this Agreement for any reason.

11. Utilities. ESU 7 shall be responsible for the payment of all utilities.

12. Financial Contribution. The Program will be funded in two ways.

A. Program Tuition.

1. Parties with eligible students enrolled in the Program the first academic year, 2024-2025, will be obligated to pay the full-year tuition regardless of their students' attendance, except in cases where one of the following circumstances arises: (1) Expenses are adequately covered by other school districts who have students attending. This will require more than 5 students for one teacher, or no more than 10 students for two teachers, or (2) If a student leaves the Program, another district fills the vacancy.
2. After the first academic year, 2025-2026 and beyond, will pay tuition for eligible students enrolled in the Program.

B. Building Fee.

1. Each Party shall pay a \$40 daily building fee for students who attend the Program. This building fee may not be eligible for special education reimbursement.

13. ESU 7 Responsibilities. ESU7 agrees to act as the Consortium Coordinating Agency, and as such, agrees to:

- A.** Furnish the Special Education personnel for the Program 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.

D. Not exceed the budget or spending guidelines as set forth in the School District's monetary contribution.

14. Expenses. Unless provided otherwise herein, all expenses resulting from this Agreement shall be shared and paid equally by the Parties.

15. 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 Administrators have the authority to acquire real property on behalf of the Parties. The Administrators 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 7. ESU 7 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.

16. Financing and Budgeting. The Administrators 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. Each Party agrees to pay an amount determined by the Administrators to fulfill its share and obligations under the budget pursuant to any terms or deadlines determined by the Administrators.

17. Damage or Destruction. The Parties agree that in the event of the damage or destruction of the Program, they shall be restored to the same use to the extent possible with insurance proceeds. No party shall be obligated to restore the Program beyond what can be provided with insurance proceeds. In the event that insurance proceeds are insufficient to repair or replace the Program, this Agreement shall terminate.

18. 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.

19. 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.

20. Employment Eligibility Verification. The Parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

21. Termination. The Parties may terminate this Agreement prior to its scheduled termination date only if each of the Parties' governing boards pass a resolution and submit a copy of it to the other Parties. Any funds or property in possession of the Parties as a result of this Agreement shall be divided and distributed to the party that contributed it or funded its purchases. Termination shall not relieve a Party of any obligation for its share of any outstanding indebtedness or expense incurred under this Agreement.

22. 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.

23. 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.

24. New Members. The Parties may add additional parties to this Agreement by the majority consent of the then current member Parties. The Administrators shall establish the fees, costs, charges, assessments, and other conditions required for participation by the new member.

25. 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 7 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.

26. Indemnification. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties shall each indemnify and hold harmless the other and its directors, officers, and employees, from any claims, expenses (including attorneys' fees and litigation expenses), damages or losses it may suffer as a result of any claims made regarding the validity of this Agreement; the effect of this Agreement on the expenditure or revenue authority of the Parties, including but not limited to taxpayer or regulatory claims; or any failure of a Party to comply with its responsibilities under this Agreement.

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

[Each district will be identified here]

By: _____

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[Appendix Table of Contents](#)



Name: _____

Title: _____

Date: _____

EDUCATIONAL SERVICE UNIT NO. 7

By: _____

Name: _____

Title: _____

Date: _____

Appendix G: Resolution for District Board of Education

RESOLUTION

WHEREAS, the Board of [insert school district name here] (“School District”), has reviewed a copy of the ESU 7 Special Education Expansion Program (“Program”) proposal as provided by Education Service Unit 7 (“ESU”) who will act as Coordinating Agency for the construction or remodel of a special education building; and,

WHEREAS, the Board believes that it is in the best interest of the School District to participate in the Program project;

NOW THEREFORE, with a quorum present and a majority of its members voting in favor, the Board hereby adopts the following Resolutions:

BE IT RESOLVED, that the School District shall become a Partner School District in the Program project as outlined in the Program proposal;

ADOPTED AND APPROVED this _____ day of Month XX, 20XX.

[insert school district name here]

By: _____
Authorized Board Representative

Appendix H: Sample Contribution Worksheet

Option 1: Districts Pay Tuition + \$6800 non-reimbursable. ESU Pays \$330,000 non-reimbursable.									
Participating Districts	Year 1 170 Days		Year 2 170 Days		Year 3 170 Days		District Totals		*ESU Start Up \$180,000+ \$300,000+ \$30,000= \$510,000
	Building Fee (\$40/day)	Tuition	Building Fee (\$40/day)	Tuition	Building Fee (\$40/day)	Tuition	Total Cost	80% Reimbursed	Balance
Student 1	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$156,000	\$489,600
Student 2	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$156,000	\$469,200
Student 3	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$156,000	\$448,800
Student 4	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$156,000	\$428,400
Student 5	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$156,000	\$408,000
Totals per year	\$34,000	\$325,000	\$34,000	\$325,000	\$34,000	\$325,000	\$1,077,000	\$780,000	Total Paid End of Yr. 3
* Over 3 year period, \$0 in reimbursement for the Building fee. ESU pays all \$330,000									\$102,000

Option 2: Districts Pay Tuition + \$6800 reimbursable. ESU Pays \$180,000 non-reimbursable.

Participating Districts	Year 1 170 Days		Year 2 170 Days		Year 3 170 Days		District Totals		*ESU Start Up \$180,000+ \$300,000+ \$30,000= \$510,000
	Equipm ent Fee (\$40/day)	Tuition	Equipm ent Fee (\$40/day)	Tuition	Equipm ent Fee (\$40/day)	Tuition	Total Cost	80% Reimbu rsed	Balance
Student 1	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$172,320	\$489,600
Student 2	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$172,320	\$469,200
Student 3	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$172,320	\$448,800
Student 4	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$172,320	\$428,400
Student 5	\$6,800	\$65,000	\$6,800	\$65,000	\$6,800	\$65,000	\$215,400	\$172,320	\$408,000
Totals per year	\$34,000	\$325,000	\$34,000	\$325,000	\$34,000	\$325,000	\$1,077,000	\$861,600	Total Paid End of Yr. 3
** Over 3 year period, districts will receive \$16,320 in equipment fee reimbursement. ESU pays \$180,000									\$102,000

Appendix I: Staff Qualifications

Position	Training	Equipment	Approximate Cost
Teacher	Special Education Teaching Certificate Additional ASD and Behavioral training Provided by ESU 7	Computer	Summer training Salary and Benefits for 2024-2025 school year 1.0 FTE
Paraeducator	ASD and Behavioral Training Provided by ESU 7	Lockers/cabinets Computers	Summer training Salary and Benefits for 2024-2025 school year 6.0 FTE
Speech-Language Pathologist	Masters Communication Disorders Additional ASD and Behavioral training Provided by ESU 7	Computer	Summer training Salary and Benefits for 2024-2025 school year .20 FTE
Behavioral Consultant	BCBA .40 FTE	Computer Data Collection Software	Pay for providing Summer training to staff Consultation time .4 FTE

Appendix J: List of Structural Components

Room	Components/Equipment	Approximate Cost
Classroom 1	<p>SLP Desk 5 student work stations 7 student chairs with flexible seating options 7 adult chairs Counter and cupboards above and below Marker Board Projector Kidney Shaped table and 5 student chairs Noise Canceling headphones for each student iPad for each student Light covers Data Collection Software</p> <p>Program/Curriculum</p> <p>Room Divider so Classroom 1 and 2 can be opened if needed.</p>	
Classroom 2	<p>5 student work stations 7 student chairs with flexible seating options Teacher Desk and 7 adult chairs Counter and cupboards above and below Marker Board Projector Kidney Shaped table and 5 student chairs Noise Canceling headphones for each student iPad for each student Light covers Portable Room Dividers for student workstations</p>	

	Data Collection Software Program/Curriculum 18 Lockers	
Storage Room	Shelves and locking cabinets	
Restroom	Toilet, sink and mirror, and storage cabinet ? Double kitchen sink for clean up and crafts etc?	
Sensory Room	Bubble Tube Two mirrors Rocking Chairs Bean Bag Chairs Mats Light boxes Texture (variety) Bin sensory activities Weighted vest and lap blanket Sensory tube or tent Table and chairs Music Light covers 2-3 lamps	
Cool Down/Dignity Rooms	Mats	

Appendix K: Contact Information

ESU 7 Chief Administrator

Dr. Larianne Polk

lpolk@esu7.org

402-564-5753

ESU 7 Special Education Director

Tami Clay

tclay@esu7.org

402-564-0815

ESU 7 Level III Principal

Cara Neesen

cneesen@esu7.org

402-564-5753

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RESOLUTION

WHEREAS, the Board of East Butler Public Schools (“School District”), has reviewed a copy of the Special Education Expansion Program (“Program”) proposal as provided by Educational Service Unit 7 (“ESU”) who will act as Coordinating Agency for the construction or remodel of a special education building; and,

WHEREAS, the Board believes that it is in the best interest of the School District to participate in the Program project;

NOW THEREFORE, with a quorum present and a majority of its members voting in favor, the Board hereby adopts the following Resolutions:

BE IT RESOLVED, that the School District shall become a Partner School District in the Program project as outlined in the Program proposal;

ADOPTED AND APPROVED this _____ day of _____, 20__.

East Butler Public Schools

By: _____
Authorized Board Representative



2021 Freightliner – Thomas C2

71 Passenger Capacity

Engine: Cummins ISB 6.7 Liter (220 HP/600 Torque)

Transmission: Allison 2500 – 6 Speed Automatic

Brakes: Hydraulic

Mileage: 25K range

Available: 3-5 weeks

ADDITIONAL SPECIFICATIONS:

100 Gallon Fuel Tank (safety mounted between frame rails)

Heated fuel/water separator

240 Amp Alternator

Triple (3) Batteries

750 Watt Block Heater

11R22.5 Tires w/ Mud & Snow Tread on Rear

Cruise Control

Tilt Steering Wheel

LED 8-Way Warning/Stop/Tail/Clearance Lights

LED Stop Arm Lights

39" School Bus Seats

Electric Operated Entrance Door

Remote Control & Heated/Self Defrosting Review Mirrors

AM/FM Radio w/ PA

Cell phone charging outlet for driver

Strobe Light

Back Up Alarm

Dual (2) 84,000 BTU Rear Heaters

Tinted Windows

Roof Painted White

Remaining factory engine and transmission warranty until 2025

PRICE.....\$91,350.00

Corey Sundberg

12/6/2023

PROPOSAL

2021 Blue Bird Vision
65 Passengers

School Bus

Created for: East Bulter Public Schools



NEBRASKA / CENTRAL
EQUIPMENT, INC.
bus sales & service

Quote ID #: Used Bus



2025 **Blue Bird Vision**
65 PASSENGERS



**Safe-Durable-Quality
Construction**

Chassis

- Bright Yellow Exterior
- Yellow Grill and Black Bumpers
- Dual Rear Wheels
- 252 in. Wheelbase
- Cummings B 6.7 200HP @ 520LB
- 750 W Engine Block Heater
- Transmission Oil Cooler
- 240 Amp Alternator
- Spring Rear Suspension 21K
- Soft-Tek Front Spring Susp
- Real Axle Ratio- 5.29
- Driver's Seat- Pedestal Arm Rests, Lumbar, Cushioned
- Electronic Allison 5 Speed Transmission
- Hydraulic Brakes with ABS
- Brake Dust Shields
- Power Steering
- Cruise Control
- Fuel Tank Capacity 100 Gal
- 50-State Emissions System
- Radio (AM-FM-PA)
- Steel Black Wheels
- Tires- Cooper 11R22.5
- Three Group 31 Batteries
- 2100 CCA on Batteries
- Tilt Steering Column
- Overall Length: 30' 11"



Purpose built Blue Bird OEM chassis.



Cummings B 6.7 200HP@520FTLB



Allison 5-Speed select shift transmission.

Blue Bird Body

- **77 In.** Headroom
- **128 In.** Exterior height
- **90.75 In.** Interior width
- **96 In.** Exterior width
- **27 In.** Manual dual entry doors with clear 72" tall glass
- Stainless steel grab rail, LH side
- Step well lights
- Identification- Clearance and directional lights
- Exterior heated mirrors
- Brown Color flooring
- Decals: Emergency exits
- Roof vents located front & rear.
- Tinted windows with 4 pushouts
- Body undercoating/Wax premium
- Dash area glove box
- 3m body reflectors
- Battery Disconnect
- Dual Cowl steps

*A larger **More-View** glass minimizes the A-pillar blind spot while improving visibility of the loading area.*



Combined exterior mirrors(convex & standard) (Optional Heated mirror W/ Timer) 7 X 10 in. / 7X 6 in. (black brackets)



Premium student seating with increased durability.



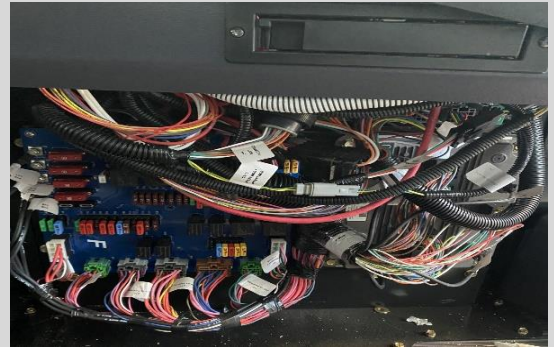
BLUE BIRD STANDARD FEATURES

Standard backup camera/Not Included

Blue Bird provides a backup camera system as standard equipment on our Vision buses, which allows drivers the ability to see a live video feed while the bus is in reverse.

Body electrical control panel

- The body electrical control panel is located underneath the center of the dash.
- Every circuit is protected by ATO® typefuses; 80-amp relay.
- Electrical diagram supplied at delivery.



Bumper/Headlights

- The Vision's front bumper is the largest in the school bus industry. At 15" tall on both corners and 25% larger than the other school bus makes, it provides added protection and safety.

- Headlights with integrated turn signals and clear lens technology make regular maintenance and beam alignment easier than ever.



Emergency package (FEDERAL SPECS) includes:

- Triangles (3)
- Body Fluid Kit
- First Aid Kit
- Fire Extinguisher, 5lb.



Blue Bird Optional Features

- Heated Remote-Controlled Mirror, w/ 15-minute Timer.
- Allison Automatic Speed Transmission
- Cummings B 6.7 200HP @ 520LBFT Torque
- Wiper Blades, All Weather, 18 inches
- Auxiliary Fan, Upper Center
- Auxiliary Fan, Upper Left
- Strobe Light
- 80K Heater, Stepwell 50K, 12K Drivers
- Brown Vinyl Seating
- Fender Flares
- Rear View Camera Not Included
- Dual Stop Arms
- Exterior NSBY Yellow
- Driver Seat, Pedestal Lumbar, Cushioned
- Sun Visors for Driver
- Crossing Guard



2021 Blue Bird Vision

65 PASSENGERS

CHECK HERE FOR LEASE

BODY, OPTIONS AND CHASSIS \$91,500.00

YOUR NET PURCHASE PRICE \$ 91,500 - pricing valid for 60 days

PREPAYMENT OPTIONS:

100%: \$ N/A Prepayment Discount, Deduct..... < \$N/A >

Please check the box & sign here if you would like to take advantage of our pre-pay discount.

Sign Here: N/A

OPTIONAL EQUIPMENT:

1.	5 Year Cummings Engine Warranty Through 2025	Included	
2.	5 Year Allison Transmission Warranty Through 2025	Included	
3.	Factory Warranty Document Included	Included	
4.	Heated/Remote Mirrors Cross View Eye Max	Included	
5.	29,751 Odometer reading 12/8/2023	Miles	
6.	Buyer acknowledges and agrees that the buyer is accepting the property "as is" without any warranties beyond the remaining OEM warranty.		

ACCEPTANCE FOR (School or Organization):

SIGNATURE:

PRINTED:

TITLE:

DATE:

By: Jamie Egger

Date: 12/8/2023

ESTIMATED COMPLETION DATE: 30 days

ADD 30 EXTRA DAYS FOR AIR CONDITIONING

ALL RESPONSIBILITIES OF OWNERSHIP AND LIABILITY ARE TRANSFERRED TO CUSTOMER AT DELIVERY ~ TERMS: NET CASH ON DELIVERY

Supplier Alert: Fraudulent Purchase Order Scam
[>>View Details <<](#)

Unit Dashboard Body: F512156 Chassis: F373570

OWNER	MODEL YEAR	= 2021
	VIN	= 1BAKFCSH6MF373570
ORIGINAL CUSTOMER	BUILD DATE	= 02/04/2020
	DELIVERY DATE	= 04/13/2020
DEALER	WARRANTY START DATE	= 06/03/2020
STATE OF OPERATION	FUEL TYPE	= Diesel
MAKE	= CUMN	
MODEL	= BB CV 3011	

Unit Details	Production Order	Service	Reference	Service Campaign/Notices
Warranty				
Warranty Statements	Warranty Claims			

WARRANTY COVERAGE

Policy Name: TrueBlue 1/10 Standard USA TrueBlue: 1/10 Standard-North America

Coverage Description	Duration	Usage Limit	End Date
Alternator 24.99m	24 Months	999,999.00 Miles	2022-06-02
Antilock Braking System 36.99m	36 Months	999,999.00 Miles	2023-06-02
Base 12.12m	12 Months	12,000.00 Miles	2021-06-02
BB AC 36.36m	36 Months	36,000.00 Miles	2023-06-02
BB Audio 60.999m	60 Months	999,999.00 Miles	2025-06-02
Body Control Module (BCM) 60.100m	60 Months	100,000.00 Miles	2025-06-02
Body Shell 60.100m	60 Months	100,000.00 Miles	2025-06-02
ChassBase 12.12m	12 Months	12,000.00 Miles	2021-06-02
ChassFrame 60.100m	60 Months	100,000.00 Miles	2025-06-02
Driveline 24.24m	24 Months	24,000.00 Miles	2022-06-02
Emission 60.100m	60 Months	100,000.00 Miles	2025-06-02
Front Steer Axle 120.999m	120 Months	999,999.00 Miles	2030-06-02
Gauges/Instrument Panel	24 Months	999,999.00 Miles	2022-06-02

Coverage Description	Duration	Usage Limit	End Date
24.99m			
Hyd.Steer.Gears/Pumps 24.24m	24 Months	24,000.00 Miles	2022-06-02
Paint Adhesion 60.999m	60 Months	999,999.00 Miles	2025-06-02
Paint Gloss/Color 24.999m	24 Months	999,999.00 Miles	2022-06-02
Radiator CV/FE 24.24m	24 Months	24,000.00 Miles	2022-06-02
Rear Drive Axle 48.50m	48 Months	50,000.00 Miles	2024-06-02
Seat Frames 60.100m	60 Months	100,000.00 Miles	2025-06-02
Suspension 24.24m	24 Months	24,000.00 Miles	2022-06-02
Windows, Sch Bus 24.999m	24 Months	999,999.00 Miles	2022-06-02
Policy Name: Silver 3/10 31300-26 USA Silver 3/10 Warranty 31300-26 North America			

Coverage Description	Duration	Usage Limit	End Date
Base 36.999m	36 Months	999,999.00 Miles	2023-06-02
BB Audio 60.999m	60 Months	999,999.00 Miles	2025-06-02
Body Control Module (BCM) 60.100m	60 Months	100,000.00 Miles	2025-06-02
Body Shell 60.100m	60 Months	100,000.00 Miles	2025-06-02
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ChassFrame 60.100m	60 Months	100,000.00 Miles	2025-06-02
Emission 60.100m	60 Months	100,000.00 Miles	2025-06-02
Front Steer Axle 120.999m	120 Months	999,999.00 Miles	2030-06-02
Paint Adhesion 60.999m	60 Months	999,999.00 Miles	2025-06-02
Paint Gloss/Color 36.999m	36 Months	999,999.00 Miles	2023-06-02
Rear Drive Axle 48.50m	48 Months	50,000.00 Miles	2024-06-02
Seat Frames 60.100m	60 Months	100,000.00 Miles	2025-06-02

AUTHORIZED CAMPAIGNS

Campaign Type	Campaign name	Description	End Date	Campaign Status	Vehicle Status
Recall	R20AP All Docs 6-17- 20.pdf R20AP-C All Docs 06-17- 20.pdf R20AP-C French All	R20AP, FMVSS 105 Noncompliance – Hydraulic Brake Units With Orscheln Foot Pedal Park Brake Assembly	2099- 12-31		Completed/Claim

Campaign Type	Campaign name	Description	End Date	Campaign Status	Vehicle Status
	Docs 6-18-20.pdf				

Standard Limited Warranty North America (USA and Canada)

This warranty is applicable to Blue Bird bus products T3FE, T3RE and BBCV built specifically for and operated in the United States of America, Canada, Puerto Rico, U.S. Virgin Islands, Guam, and American Samoa.

Blue Bird Body Company (Blue Bird) warrants each bus to be free from defects in material and workmanship under normal use and service within the specified limits below. The warranty period begins either on the **Delivery Date** of the bus to the original user or on the **Manufacture Date** of the bus, as specified below. Blue Bird's obligation is limited to the repair or replacement of such parts as shall, under normal use and service, appear to be defective in workmanship or material.

- For ten years from **Delivery Date**:
 - Front steer axle, including kingpin assembly, steering arm assembly, and upper and lower steering knuckle assembly, excluding kingpin bushings, kingpin wear, thrust bearings, tie rods and tie rod ends, brakes, and axle end components.
- For five years from **Delivery Date**:
 - Paint adhesion, interior and exterior body shell (components forming side walls, roof, front and rear sections), doors (entrance, exit, emergency, compartments), BBCV hoods, and front and rear bumpers.
 - Blue Bird radio, speakers and microphone.
- For five years from **Delivery Date**, or 100,000 miles (160,000 km), whichever occurs first:
 - Chassis frame rails and cross-members, structural integrity (breaking or cracking).
 - Body shell (metal components welded or riveted together to form floor, side walls, roof, front and rear sections), structural integrity (breaking or cracking).
 - School bus seat frames and barrier frames, structural integrity (breaking or cracking).
 - Blue Bird emissions components comply with U.S. federal emissions regulations effective at the **Manufacture Date** and free of defects in material or workmanship which would cause them not to meet U.S. federal emissions regulations. Refer to the engine manufacturer's limited warranty statement for emissions warranty coverage by the engine manufacturer.
 - If electric powertrain: the electric drivetrain, rear axle, and electric emission system components including

5. For three years from **Delivery Date**:

- Antilock Braking System (ABS), excluding environmental wear and deterioration
 - Blue Bird Air™ integrated air conditioner
6. For two years from **Delivery Date**:
- School bus passenger and driver windows, excluding transit-style windows
 - Dash gauges and instrument cluster
 - Alternator(s)

7. For two years from **Manufacture Date**:

- Paint gloss. Gloss reading shall not drop below 60 on 60° meter (70% of initial gloss).
 - Paint color retention. Color coat shall not shift colors more than 4ΔE from the centroid of the national standard.
8. For two years from **Delivery Date**, or 24,000 miles (40,000 km), whichever occurs first:
- Suspension, excluding pins and bushings.
 - Driveshafts, support bearings, and universal joints.
 - Hydraulic steering gears and steering pumps.
 - Radiators (BBCV and T3FE).

- Tires (excluding wear) comply with U.S. federal emissions regulations effective at the **Manufacture Date** and free of defects in material or workmanship which would cause them not to meet U.S. federal emissions regulations. Refer to the tire manufacturer's limited warranty statement for warranty coverage by the tire manufacturer, which may exceed the minimum U.S. federal emissions regulations.

9. For one year from **Delivery Date**, or 12,000 miles (20,000 km), whichever occurs first:

- All other components not specified above, excluding engines, propane fuel systems, automatic transmissions, wheelchair lifts, non-Blue Bird air conditioners, and batteries. The warranties of the excluded components are the responsibility of the respective manufacturers, and are not a part of Blue Bird's limited warranty.

Your Blue Bird Dealer will register the bus with Blue Bird and can assist

Obtaining Warranty Service

Contact your Blue Bird Dealer immediately within the warranty period. Your Blue Bird repairs by the Dealer or another qualified repaired immediately upon discovery and it is the responsibility of the Owner-Operator Bird Dealer, or a qualified repair facility. The Owner-Operator is responsible for a bus as described in the Driver Handbook. Operator shall retain all maintenance records. Bird Dealer or the component manufacturer

Warranty Coverage At

ADMINISTERED BY BLUE BIRD*

Front Steer Axle Assembly
Paint Adhesion - Interior Body
Paint Adhesion - Exterior Body
Paint Adhesion - BBCV Hood
Paint Adhesion - Front/Rear Bumpers
Structural Integrity - Chassis Frame Rails
Structural Integrity - Chassis Crossmembers
Structural Integrity - Body Shell
Structural Integrity - Seat Frames
Structural Integrity - Barrier Frames
Blue Bird Emissions Components
BCM-Body Control Module/CCM-Chassis Control
Electric Powertrain
Blue Bird Radio, Speakers & Microphones
Rear Axle Assembly
Blue Bird Comfort Aire™ Air Conditioner
ABS - Anti-Lock Brake System Components
Driver & Passenger School Bus Windows
Paint-Gloss Retention
Paint - Color Retention
Suspension
Driveshafts, Support Bearings & U-Joints
Hydraulic Steering Gears & Steering Pumps
Radiator-FE & BBCV
Dash Gauges/Instrument Cluster
Alternators
Base Body

Limitations and Exclusions

In addition to the limitations described on the previous pages, items specifically not covered include, but are not limited to:

- Engines, automatic transmissions, wheelchair lifts, air conditioners (other than Blue Bird Air™ system), tires, and batteries. The limited warranties for these components are provided solely by and are the responsibility of the component manufacturers and are not a part of Blue Bird's limited warranty.
 - Loss of use and incidental consequential expenses, including but not limited to commercial loss, loss of commercial fares, driver time or pay, lease or rental of substitute vehicle, storage, lodging, meals, telephone calls, and other travel costs.
 - Any parts or components which must be repaired, replaced, or adjusted during the warranty period due to **wear, wear-out, or consumption**, including but not limited to brake pads and linings, drums and rotors, wiper blades, light bulbs, filters, lubricants, fluids, belts, bearings other than those specifically covered by the limited warranty, suspension pins and bushings, batteries, worn seat covers, worn stepreads and floor covering, worn door and window seals, discharged fire extinguishers, damaged (scratched, cracked) gauge and light lenses, and tires. Wear not only includes friction-type wear but can also include environmental deterioration including but not limited to surface corrosion on exhaust pipes or clamps and brake drums or rotors, as well as fading, cracking, or discoloration of seat covers caused by U.V.
 - Maintenance including but not limited to tightening loose fasteners, axle and wheel alignments, wheel-balancing, tightening body tie-downs, door adjustments, tightening hose clamps, and sealing or caulking windows, doors, roof hatches, and lights.
 - Any parts or components which must be repaired, replaced or adjusted during the warranty period as a result of **accident damage, abnormal operation, misuse, or abuse**, including but not limited to excessive operation on unpaved or unmaintained roads, operation on cross-country trails or off-road conditions, collision, fire, vandalism, explosion, objects striking the vehicle, theft, freezing, riot, or flood.
 - Paint adhesion, gloss, or color failures resulting from accidents or abrasions, road chemicals, caustic detergents or cleaners, or improper maintenance. Paint adhesion failures, whether warrantable defects or non-warrantable events, which are not repaired immediately upon discovery of the failure, may deteriorate the finish or panels underneath. Surface corrosion
 - Paint gloss and color failures without evidence of proper care and maintenance, as recommended in the Driver Handbook, or repairs to correct paint gloss or color failures without preapproval by Blue Bird. Contact your Blue Bird Dealer before making any repairs to the paint finish.
 - Vehicle modifications or equipment installations performed without the written approval of Blue Bird. To the extent the modifications or equipment installations adversely affect other vehicle components or performance, Blue Bird shall not accept any product liability or claims under the terms of the limited warranty. These claims become the sole responsibility of the company performing the modifications or installations.
 - Transportation expenses to deliver the bus to a Blue Bird Dealer or nearest qualified repair facility, including but not limited to, fuel, driver time or pay, mileage and towing.
 - Repairs to parts or components which have been previously replaced with parts not obtained from Blue Bird or failures caused by non-Blue Bird parts or components. Rework of repairs not performed by or approved by a Blue Bird Dealer.
 - Excessive labor hours, premium labor costs, overtime labor costs, or local taxes. This limited warranty covers reasonable labor to perform replacement or repair.
 - Defects not reported to a Blue Bird Dealer and repaired during the warranty period. Repairs are to be made immediately upon discovery of the defect.
 - Damage caused by using improper or contaminated fluids, including but not limited to fuels, lubricants, and coolants. Damage caused by using fluids which do not meet Blue Bird's or the Manufacturers' minimum recommendations. Damage caused by the lack of fluids or improper fluid maintenance.
 - Using non-Blue Bird service parts. Usage of non-Blue Bird parts will affect future warranty coverage.
 - Overloading beyond the normal seated and standee capacity voids all warranties.
- Blue Bird reserves the right to make changes in design and changes or improvements upon its products without imposing any obligations upon itself to install the same upon products theretofore manufactured. Any suit alleging a breach of this limited warranty or of any other alleged warranty, including any claim for rescission or revocation of acceptance, must be filed within one year of breach.

To: Mike Eldridge, Superintendent, East Butler Public Schools
From: Chris Wall - The Garland Company
Date: November 25, 2023
Re: Recommendation for 2024 Roof Replacement Project

Mr. Eldridge,

Upon reviewing the bid results for the 2024 Roof Replacement project, I am recommending that the contract be awarded to lowest qualified bidder for the base bids received. East Butler Public Schools should accept the "Lump Sum Bid" provided by McKinnis Inc. Roofing, in the amount of \$205,000.

The contracting firm determined to be the "Low Bidder" has been contacted, is satisfied with the results of the bid, and is prepared to complete the project per specification. Please refer to bid tabulation form.

If you have any further questions, please do not hesitate to contact me.

Sincerely,

Chris Wall

The Garland Company

East Butler Public Schools 2024 Roof Replacement Project			
Contractor	Lumps Sum Base Bid	Deck Repair	Bid Bond
ARR/Boone Brothers	\$ 225,000	\$ 7.50	y
Mckinnis Roofing	\$ 205,000	\$ 9.50	y
Independent Roofing	\$ 234,000	\$ 9.95	y
Weathercraft of Lincoln	\$ 217,622	\$ 5.00	y

Elementary Principal Report

December Board Meeting



I. Semester Assessments

- A. Grades K-6 students participated in the following assessments to end the semester.
 1. Acadience Testing - December 4-8
 2. NWEA Testing (Reading & Math) - December 11-15

II. East Butler Performance Data

- A. Performance data has been released and will be shared with the school board. Nebraska Student-Centered Assessment System (NSCAS) information comparing East Butler to state norms has been attached. There will also be information shared that shows the percent of students meeting growth targets on the NWEA test from the fall to spring each year, which provides data on our school current improvement goal.
- B. Current school improvement goals:
 1. By the spring NWEA test, 60% of students will be meeting growth targets in reading.
 2. By the spring NWEA test, 70% of students will be meeting growth targets in math.

III. Semester Schedule

- A. The following schedule will be used as we complete the first semester.
 1. Last day for preschool - December 20
 2. Last day for K-6 (noon dismissal) - December 21
 3. Elementary workday - December 22
 4. Christmas Break - December 23-January 3
 5. Professional Learning Day - January 4
 6. Classes resume - January 5

IV. Christmas Programs

- A. The dates and times of the Christmas programs are included.
 1. Friday, December 8 – Dwight Elementary-7:00 P.M. - Dwight Assumption Parish Hall
 2. Tuesday, December 12 – Brainard Elementary-7:00 P.M. - Gym
 3. Monday, December 18 – Jr.-Sr. High - 6:30 P.M. – Gym

V. ESU 7 Superintendent/Principals Meeting

- A. East Butler administration will be attending a meeting at ESU 7 in Columbus on December 14 that will focus on identifying needs for our district and how the service unit can support our school.

VI. D.A.R.E. Program

- A. Drug Abuse Resistance Education (D.A.R.E) graduation will take place on Friday, December 15 at 1:30 p.m. in the Brainard gym. Deputy Palensky with the Butler County Sheriff's Office has been the instructor for the class.

EAST BUTLER PUBLIC SCHOOLS

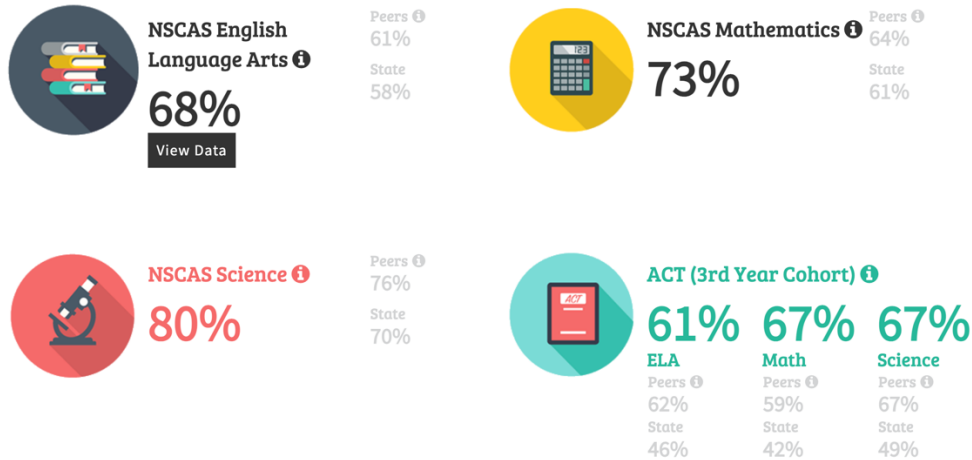
District Classification ⓘ



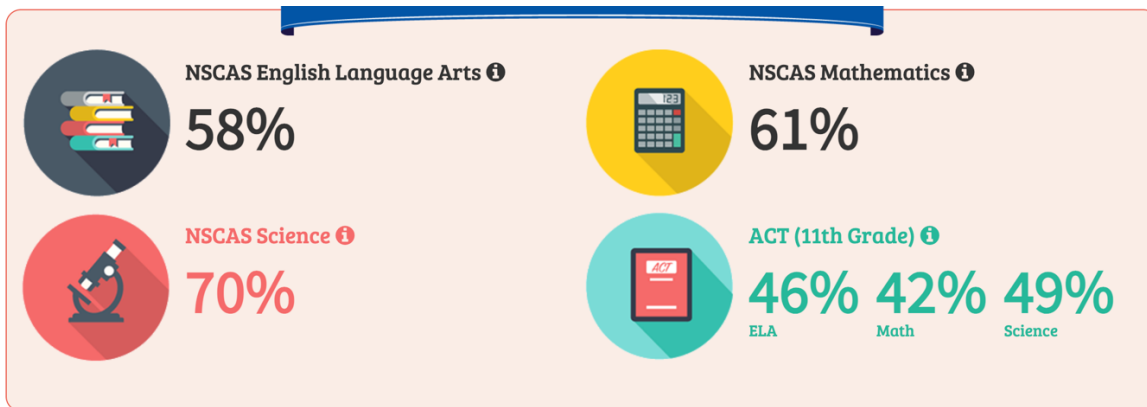
Schools in District 3
 State Board District 5
 Educational Service Unit 7
 Legislative District 23

2022-2023 East Butler Performance Data: Nebraska Student-Centered Assessment System (NSCAS) Percent Proficient

Performance



2022-2023 State Performance Data:



East Butler Historical NSCAS Data:

Nebraska Student-Centered Assessment System: NSCAS Scores

Percent Proficient: Advanced/On Track

Combined Results for All Grades Tested

Data Years	English Language Arts ¹	Mathematics ¹	Science ¹
2022-2023	68%	73%	80%
2021-2022	60%	54%	73%
2020-2021	61%	53%	
2018-2019	51%	57%	

**Secondary Principal Report
December 2023 – School Board Meeting**

I. Digital Citizenship

- A. On December 20th, Investigator Geer & Investigator Halouska of the Nebraska State Patrol will educate our 5th-12th grade students about digital citizenship.
- B. They will discuss appropriate vs. inappropriate use of digital media. They will also discuss the dangers of social media.

II. School Sponsored Activities Update

- A. The National FFA Convention was held in Indianapolis, Indiana, from October 30 to November 3. The National Floriculture team included Sydney Pernicek, Hilary Kabourek, Sara Stanek, and Haley Klement. There were 48 teams, and they placed 10th as a team. Three of the girls received individual golds, and one received a silver. Haley placed 9th out of 192 individuals and received a cash award. In addition to the 8-6 pm competition, they toured a Botanical Garden at the Indianapolis Speedway, rallied on the Raymond Central Parliamentary Team they traveled with and spent time at several general sessions and the National Convention College & Career Fair.
- B. The East Butler One Act Play placed 3rd at State in Class D-1. East Butler was named Most Outstanding Tech Crew. Individual honors for outstanding actors and actresses went to - Jason Bongers, Jacob Pekarek, Caden Stara, Morgan Havlovic, Hannah Strizek, & Miranda Strizek.
- C. On December 1, the FCCLA sponsored donation day. Staff and students could donate and receive a donut and a drink before school. The fundraiser made 523.00 that morning. The East Butler FCCLA matched that total, and a check for \$1,046 was presented to the Genesis House in David City. The Genesis House supports victims of domestic violence. The FCCLA raises money by working concession stands. Family Career and Community Leaders of America is the only student organization focusing on family. The East Butler Chapter donates money earned to helping families in need, supporting Relay for Life, and supporting our member's leadership activities.

III. District Performance Data/School Improvement Goals

- A. The Nebraska Student-Centered Assessment System data has been released, and this data compares our students vs. the state norms. The NWEA results are a second piece of data, and this will show the percentage of our students who are meeting growth targets.
- B. School Improvement Goals:
 - 1. By the spring NWEA test, 60% of students will meet growth targets in reading.
 - 2. By the spring NWEA test, 70% of students will meet growth targets in math.

IV. Calendar Dates for the 7-12 Grade

- A. Holiday Music Concert – December 18
- B. Finals 7-12 Grade – December 21 & 22
- C. Moratorium Dates – December 23-27
- D. Professional Learning Day – January 4
- E. First Day of School 2nd Semester – January 5