

BOX BUTTE COUNTY SCHOOL DISTRICT #07-0010

HEMINGFORD PUBLIC SCHOOLS

BOARD OF EDUCATION MEETING AGENDA

Monday, May 11, 2020

ZOOM

The Board of Education of School District 07-0010 will meet on Monday, May 11, 2020 in the ZOOM as duly advertised in the Hemingford Ledger.

- I. Pledge of Allegiance

- II. NOTICES
- III. Call Meeting to Order
 - A. ROLL CALL
 - B. Excuse Absent Board Member(s)
- IV. Approval of Agenda
- V. Regular Meeting Agenda
 - A. Public Participation (MAXIMUM OF 30 MINUTES ALLOTTED FOR THIS PORTION)
 - B. Correspondence
 - C. Consent Agenda
 - Approve minutes for April 13, 2020 meeting
 - Approve Treasurer's Report
 - Approve School Activity Fund Report
 - Approve Receipts Summary Report
 - D. Payment of Claims
 - E. Certified Resignation
 - F. Interlocal Agreement - ESU 13 Day School - Treatment Facility
 - G. Certified Hire
- VI. Discussion/Possible Action Items
- VII. Administration Reports
- VIII. Superintendent Report
- IX. Report from Board Committee
- X. VIIA. Policy Review
- XI. Items For Next Board Meeting
- XII. Adjournment

BOX BUTTE COUNTY SCHOOL DISTRICT 07-0010
HEMINGFORD PUBLIC SCHOOLS
HEMINGFORD, NEBRASKA
, 2020

A regular meeting of the Board of Education of School District 07-0010 was called to order at 7:04 PM on Zoom by Justin Ansley. Notice of the meeting was published in advance through the Ledger and on Social Media. Board members were notified in advance of the meeting.

Members Present: Ansley, Cullan, Horstman, Randolph, Schumacher, Turek

Absent:

Motion by Turek to approve the agenda as presented. Second by Randolph. Roll Call: Ansley-Aye; Cullan-Aye; Horstman-Aye; Randolph-Aye; Schumacher-Aye; Turek-Aye—6-0-0—Motion carried

No public comment was taken.

A thank you from Mr. Westover in reference to his father's passing.

Motion by Randolph to approve the Consent Agenda. Second by Horstman. Roll Call: Ansley-Aye; Cullan-Aye; Horstman-Aye; Randolph-Aye; Schumacher-Aye; Turek-Aye—6-0-0—Motion carried

Motion by Turek to approve the claims in the amount of \$75,951.11. Second by Schumacher. Roll Call: Ansley-Aye; Cullan-Aye; Horstman-Aye; Randolph-Aye; Schumacher-Aye; Turek-Aye—6-0-0—Motion carried

Motion by Horstman to approve Policy 0506.01 – Student Activity Eligibility as presented, waive the second reading. Second by Randolph. Roll Call: Ansley-Aye; Cullan-Aye; Horstman-Aye; Randolph-Aye; Schumacher-Aye; Turek-Aye—6-0-0—Motion carried

Motion by Schumacher to approve Policy 0507.04 R1 – Guidelines for Library Circulation Records as presented, waive the second reading. Second by Cullan. Roll Call: Ansley-Aye; Cullan-Aye; Horstman-Aye; Randolph-Aye; Schumacher-Aye; Turek-Aye—6-0-0—Motion carried

Motion by Cullan to approve Policy 0702.03 – Budget Adoption Process as presented, waive the second reading. Second by Turek. Roll Call: Ansley-Aye; Cullan-Aye; Horstman-Aye; Randolph-Aye; Schumacher-Aye; Turek-Aye—6-0-0—Motion carried

Motion by Randolph to approve Policy 0905.08 – School Closing and Cancellations as presented, waive the second reading. Second by Schumacher. Roll Call: Ansley-Aye; Cullan-Aye; Horstman-Aye; Randolph-Aye; Schumacher-Aye; Turek-Aye—6-0-0—Motion carried

Motion by Randolph to approve summer project to redo the Gym Floor in the amount of \$15,502. Second by Turek. Roll Call: Ansley-Aye; Cullan-Aye; Horstman-Aye; Randolph-Aye; Schumacher-Aye; Turek-Aye—6-0-0—Motion carried

Motion by Schumacher to increase adult meal prices to \$3.95 (up from \$3.85) starting with the 2020-2021 school year. Second by Horstman. Roll Call: Ansley-Aye; Cullan-Aye; Horstman-Aye; Randolph-Aye; Schumacher-Aye; Turek-Aye—6-0-0—Motion carried

Motion by Turek to increase adult breakfast price to \$2.30 (up from \$2.15) starting with the 2020-2021 school year. Second by Cullan. Roll Call: Ansley-Aye; Cullan-Aye; Horstman-Aye; Randolph-Aye; Schumacher-Aye; Turek-Aye—6-0-0—Motion carried

Administrative Reports

SPED-Mrs. Plog

We are continuing to hold the IEP and MDT meetings through zoom. Zoom has worked very well as a means to communicate with parents during the building closure.

All families of students with an IEP have been personally contacted by the individual case manager to set up services. Some of these services include sending supplemental activities home, information and reports sent home in the mail or during regular school pick-up times, zoom speech therapy, and middle school and high school instruction using Google Classroom.

A prior written notice (PWN) form was mailed at all students with an IEP along with a cover letter. I attached these to this email. This was sent to each family in addition to the personal contacts made by the case managers.

For our student attending NCECBVI, that school also sent home supplemental activities for the family to work on, and our student that attends LifeLink has been involved in Zoom classes with the other students in that program.

Thanks for all your support during this crazy time!

Elementary-Mr. Arneson

- The elementary school is providing work to students through two different methods. PK-3 students are receiving packets of work every 2 weeks, while 4th - 6th grade is focusing on eLearning.
- Mr. Kluver and I have started working on adapting an evaluation model to be adopted for Hemingford Public Schools.
- We will be moving four classrooms during the shutdown, so we get the second-grade classrooms downstairs on the main level. This is due to a student who can't navigate the stairs in our Elementary building.

7-12 - Mr. Kluver

1) Junior High / High School - Teachers are using Google Classroom to organize their lessons and assignments for each student. Teachers are using various recording programs and apps to deliver content to students. Teachers are assigning between 2 and 3 assignments

weekly focusing on standards-based materials as applicable. We have divided the days of the week up between core subjects and elective subjects as well. Monday and Wednesday are core days while Tuesday and Thursday are elective days. Friday is a catchup and collection day for all subjects. The teachers have decided that the semester two grades for high school (9-12) will be a 75/25 average between Q3 (75%) and Q4 (25%). Teachers are primarily using email to contact individual students as well as making phone calls as needed.

2) We have not heard any update on ACT testing in the summer and if the students (Juniors) will be given a voucher to take the test paid for by the state. We will certainly get that information out to everyone as soon as we hear any news.

3) Had a meeting with some senior parents and students in regard to graduation. We have had a conversation with Tabi Prochaska and PPHD and are waiting to hear back if they like our idea. As soon as we get their feedback, we will then decide what is next.

Superintendent Report-Mr. Isom

NASB handout—NASB membership guide is in my office. I need to get to board members when I can.

NASB Dues-2019-2020=\$4,051; 2020-2021=\$4,586

Bond meeting on April 27, 2020 at 7 PM. Still looking at how to broadcast the meeting.

Policy Review

0506.09 – Student activity fund wording—process for left over funds of senior class

0507.01 – Records needed at school. Verify what we need to have and update the policy

0508.01 E4 – Remove the year at top of the sheet

0508.02 – Add designee to last paragraph

Next Month Policies – 0508.03 – 0509.03

Adjourned at 7:59 by Ansley

Mary Curtis
Board Clerk

Blanche Randolph
Board Secretary

The next regular meeting of the Hemingford Board of Education will be held on May 11th at 7:00 PM via zoom.

SELECTED Data

Current Cash Balance Report

Date: 04/01/20 thru 04/30/20

Arranged by:
Group ID and Activity Number

Activity Number and Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
A ATHLETICS					
1010 Athletics	34,162.90	500.00	2,159.78	0.00	32,503.12
1020 Athletic Club / Concession Stand	20,265.71	0.00	0.00	0.00	20,265.71
1030 Cheerleaders	362.71	0.00	0.00	0.00	362.71
1040 Volleyball	0.00	0.00	0.00	0.00	0.00
1050 CC Fundraiser	278.40	0.00	0.00	0.00	278.40
A ATHLETICS Totals:	55,069.72	500.00	2,159.78	0.00	53,409.94
B CLUBS AND ORGANIZATIONS					
3010 DC Trip-World Stride	11,543.90	224.00	588.00	0.00	11,179.90
3020 Dramatics	-3,493.26	118.30	0.00	0.00	-3,374.96
3030 FFA	22,530.44	540.00	1,285.39	0.00	21,785.05
3040 FCCLA	702.90	257.00	350.00	0.00	609.90
3050 Honor Society	-109.55	0.00	0.00	0.00	-109.55
3060 FB Concessions Stand	0.00	0.00	0.00	0.00	0.00
3070 Music	6,027.86	0.00	0.00	0.00	6,027.86
3080 Scholarships	0.00	0.00	0.00	0.00	0.00
3090 StuCo - Middle School	4,351.94	0.00	0.00	0.00	4,351.94
3100 Student Council	1,804.88	2,107.00	0.00	0.00	3,911.88
3110 Health Professions Club	989.17	0.00	0.00	0.00	989.17
3120 Yearbook	20,144.43	250.00	0.00	0.00	20,394.43
3200 Science	122.96	135.00	0.00	0.00	257.96
B CLUBS AND ORGANIZATIONS Totals:	64,615.67	3,631.30	2,223.39	0.00	66,023.58
C MISCELLANEOUS					
4010 Courtesy Fund	928.66	0.00	60.00	0.00	868.66
4020 Elementary Teachers	11,254.17	143.90	52.20	0.00	11,345.87
4025 High School Teachers	7,853.96	80.00	302.40	0.00	7,631.56
4040 Miscellaneous / Student Stuff	1,522.43	0.00	0.00	0.00	1,522.43
4045 Bookfair	1,679.88	0.00	0.00	0.00	1,679.88
4050 Art	626.90	0.00	0.00	0.00	626.90
C MISCELLANEOUS Totals:	23,866.00	223.90	414.60	0.00	23,675.30
D CLASSES					
2020 Class of 2020 - Seniors	4,844.28	0.00	534.00	0.00	4,310.28
2021 Class of 2021 - Juniors	2,735.34	0.00	0.00	0.00	2,735.34
2022 Class of 2022 - Sophomores	4,198.23	0.00	0.00	0.00	4,198.23
2023 Class of 2023 - Freshman	2,130.28	40.00	0.00	0.00	2,170.28
2024 Class of 2024 - 8th Grade	787.00	0.00	53.94	0.00	733.06
2025 Class of 2025 -- 7th Grade	339.00	0.00	0.00	0.00	339.00
D CLASSES Totals:	15,034.13	40.00	587.94	0.00	14,486.19
Report Totals:	158,585.52	4,395.20	5,385.71	0.00	157,595.01

**Financial Report
Hemingford Public Schools
May 11th, 2020**

General Fund 04-15-2020	\$ 585,156.64
Misc – Apr	\$61,793.76
Interest on Deposits – Apr	\$148.30
State Aid	<u>\$92,061.00</u>
	\$154,003.06

Balance General Fund 04-15-2020 **\$738,921.11**

Tax Receipts – May 2020 (DawesSheridan Unavailable)	\$953,610.78
Bills –May 2020	\$88,172.76
Payroll – May 2020	<u>\$463,775.38</u>
Total Expense – May 2020	\$ 551,948.14

Total Available Funds 05-11-2020 **\$ 1,140,583.75**

Balance Building Fund -04-15-2020 **\$938,254.41**

Tax Receipts – May 2020 (Dawes/Sheridan Unavailable)	\$101,284.33
Interest – Apr 2020	\$232.56
Bills & Transfers	
R&J Industries	\$10,126.00

Balance Building Fund 05-11-2020 **\$1,029,645.30**

CD's **\$425,895.96**

18 Month CD \$120,000 – Interest to Date \$1427.84 – Balance \$121,427.84
24 Month CD \$150,000 – Interest to Date \$2324.06 – Balance \$152,324.06
30 Month CD \$150,000 – Interest to Date \$2324.06 – Balance \$152,324.06
(Statements for CD's are received annually or when they mature)

Balance Nebraska Liquid Asset Fund 03-15-2020 **\$400,938.17**

Interest – Mar 2020	\$167.05
---------------------	----------

Balance NLAf 04-13-2020 **\$401,105.22**

Revenue Journal

Fiscal Year: 2020

Entry Line	Date Account	Received From	Receipt Description	Accrue	Description	Bank ID/Account	Receivable	Received
Journal: 214 05/04/2020 Revenue Journal								
Entry	04/20/2020	BBC Treasurer	DD		Local Taxes	A 300001880	Comm 1st	
1	01-1-01100-000		Local District Taxes				0.00	302,285.99
Entry	04/20/2020	Dawes Treasurer	DD		Local Taxes	A 300001880	Comm 1st	
1	01-1-01100-000		Local District Taxes				0.00	42,509.60
Entry	04/20/2020	Sheridan Treasurer	DD		Local Taxes	A 300001880	Comm 1st	
1	01-1-01100-000		Local District Taxes				0.00	11,787.77
Entry	04/20/2020	BBC Treasurer	DD		Fines/Licenses	A 300001880	Comm 1st	
1	01-1-02110-000		County Fines & License Fees				0.00	1,455.75
Entry	04/20/2020	St of NE	DD		State Aid	A 300001880	Comm 1st	
1	01-1-03110-000		State Aid To Districts				0.00	92,061.00
Entry	04/20/2020	St of NE	DD		SpED SA FFR	A 300001880	Comm 1st	
1	01-1-04519-000		IDEA Enroll/Poverty - 4410				0.00	53,365.00
Entry	04/20/2020	Various	Checks		BX/BS Payments	A 300001880	Comm 1st	
1	01-1-09000-000		Non Program Receipts				0.00	6,837.41
Entry	04/20/2020	FTC	CK 10177		FTC Reimbursement	A 300001880	Comm 1st	
1	01-1-09000-000		Non Program Receipts				0.00	135.60
Entry	04/20/2020	BOW	DD		Interest	A 300001880	Comm 1st	
1	01-1-01510-000		Interest On Investments				0.00	148.30
Totals for Journal 214							0.00	510,586.42

Bank Account Totals			
A	300001880	Comm 1st State Bank	510,586.42

Fund Summary		Receivable	Received
01	GENERAL FUND	0.00	510,586.42

BILLS FOR MAY 2020

	VENDOR		FOR		AMOUNT
	Bauerkempers, Inc		Supplies		\$ 344.58
	Black Hills Energy		Natural Gas Service		\$ 2,830.85
	Bloedorns Lumber		Supplies		\$ 2,835.30
	Box Butte Ag Service		Supplies		\$ 168.36
	Capital Business Systn		Copier Lease		\$ 4,617.84
	CDI Computers		Technology		\$ 1,260.51
	Chadron Public School		SpEd Services		\$ 54.60
	Crescent Electric		Supplies		\$ 648.62
	Culligan Water		Softwater Maint		\$ 175.51
	Darrens Carquest		Supplies		\$ 1,036.62
	DAS State Accounting		Internet Fee		\$ 229.32
	Diane Ditmars		SpEd Services		\$ 370.50
	Door Security Product		Maintenance		\$ 89.19
	Elan Visa		Supplies		\$ 1,468.85
	ESU 13		SpEd Services		\$ 10,213.34
	Farmers Coop		Supplies		\$ 167.93
	Fix it Frosty		Maintenance		\$ 806.98
	Follet		Subscription Renewal		\$ 1,189.66
	General Fund -- Impre		Supplies		\$ 323.56
	GoldenWest		Offsite backup		\$ 595.00
	Gregorys Insurance		Audit Premium		\$ 2,461.00
	Hemingford Telephon		Telephone Service		\$ 1,389.77
	Hemingford Utilities		Utility Service		\$ 5,091.92
	Hill Top Electric		Maintenance		\$ 2,318.90
	Ideal Linen		Custodian Supplies		\$ 188.80
	Ideal/Bluffs Facility		Custodian Supplies		\$ 6,090.92
	Innovative Office		Toner		\$ 1,575.20
	Jacks Heating and Coo		Maintenance		\$ 4,297.89
	Keating and Associate		125 Plan Fee		\$ 145.00
	Kimball Midwest		Supplies		\$ 88.76
	KSB School Law		Legal Services		\$ 402.50
	Lawson Products		Supplies		\$ 175.89
	NCEBVI		SpEd Services		\$ 4,444.44
	NCSA		Conf/Dues		\$ 1,390.00
	Northwest Pipe Fitting		Supplies		\$ 385.68
	NWEA		MAP Skills		\$ 3,328.50
	Occupational Therapy		SpEd Services		\$ 1,584.00
	Panhandle Sales & Ser		Door/Locks		\$ 1,239.00
	Paper 101		Paper		\$ 2,841.14
	Polaris of Chadron		Supplies		\$ 71.94
	Protex Central		Maintenance		\$ 117.63
	QuickCare		Health Exams		\$ 125.00
	Rabens Market		Supplies		\$ 15.47
	Ramsey Education		Business Class		\$ 970.00
	Rasmussen Mechanical		Maintenance		\$ 2,115.20
	Renaissance		Accelerated Reader		\$ 4,638.25

BILLS FOR MAY 2020

	Rocky Mountain Air	Supplies		\$ 40.38
	Roes Farms Trucking	Rock		\$ 2,650.00
	St Bridgets Catholic Ch	Rental Agreement		\$ 7,740.00
	Soar Pediatric	SpEd Services		\$ 214.50
	Synchrony Bank	Supplies		\$ 9.89
	21st Century	Maintenance		\$ 179.06
	Verizon	Cell Phones		\$ 200.14
	Westco	Fuel		\$ 218.87
			TOTAL	\$ 88,172.76
	BUILDING FUND			
	R&J Industries	Concrete Work		\$ 10,126.00

April 14, 2020

HPS Administration
913 Niobrara Ave.
Hemingford, NE 69348

Dear Administration:

With this letter, I hereby announce my resignation from Hemingford Public Schools effective at the end of my contractual requirements. If the opportunity is available, I would still like to retain my position as football coach for the upcoming school year.

I have loved my time at Hemingford as a teacher and coach. This place has always and will always be home for me. This is a bittersweet feeling. On one hand I am excited for the opportunities in my future, and on the other hand I don't know if I'm ready to leave a place that I feel so strongly about. Thank you for providing such a great working environment that continues to make Hemingford one of the best schools in the panhandle.

I will be happy to assist you in making this a seamless transition for the next school year. Please let me know if I can be of further assistance to the school. Thank you for the opportunity to be a Bobcat. GET UP BOBCAT NATION!

Sincerely,



Jordan Haas

INTERLOCAL AGREEMENT FOR DAY SCHOOL / TREATMENT FACILITY

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. 13 (hereinafter referred to as "ESU 13"), Alliance Public School District No. 07-0006 (hereinafter referred to as "Alliance"), Banner County Public School District No. 04-0001 (hereinafter referred to as "Banner County"), Bayard Public School District No. 62-0021 (hereinafter referred to as "Bayard"), Bridgeport Public School District No. 62-0063 (hereinafter referred to as "Bridgeport"), Gering Public School District No. 79-0016 (hereinafter referred to as "Gering"), Hay Springs Public School District No. 81-0003 (hereinafter referred to as "Hay Springs"), Hemingford Public School District No. 07-0010 (hereinafter referred to as "Hemingford"), Leyton Public School District No. 17-0003 (hereinafter referred to as "Leyton"), Minatare Public School District No. 79-0002 (hereinafter referred to as "Minatare"), Mitchell Public School District No. 79-0031, (hereinafter referred to as "Mitchell"), Potter-Dix Public School District No. 17-0009 (hereinafter referred to as "Potter-Dix"), Scottsbluff Public School District No. 79-0032 (hereinafter referred to as "Scottsbluff"), and Sidney Public School District No. 17-0001 (hereinafter referred to as "Sidney").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement by giving written notification to the remaining parties by March 1st of the current year. Such withdrawal shall become effective two years from the end of the year notification is received. A party who has withdrawn shall have no right to accumulated assets of the Interlocal Cooperative Agency, nor shall the withdrawing party have a right to require the remaining parties to liquidate or otherwise dispose of assets of the Interlocal Cooperative Agency.

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGES TO FOLLOW

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

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

**BANNER COUNTY PUBLIC SCHOOL
DISTRICT NO. 04-0001**

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

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

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

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

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

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

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

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

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

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

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

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

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

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

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

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

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

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

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

**SCOTTSBLUFF PUBLIC SCHOOL
DISTRICT NO. 79-0032**

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

**SIDNEY PUBLIC SCHOOL
DISTRICT NO. 17-0001**

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGE TO FOLLOW

EDUCATIONAL SERVICE UNIT NO. 13

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

EXHIBIT A

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

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