

Curriculum Committee  
Thursday, September 6, 2012 7:00 AM

Central Office Board Room  
1519 10th Street  
Gering, NE 69341

## **Agenda**

1. Attendance
2. Old Business
  1. Board Meeting Location Preference
  2. Self Assessment Results
3. Eligibility List
4. NeSA Data Review
5. Curriculum Committee Goals 2012-2013
6. Budget Review
7. Travel Requests -- August 2012
8. Interlocal Cooperative Agreement for VALTS
9. Adjournment

## **AMENDED**

### **INTERLOCAL COOPERATIVE AGREEMENT**

**THIS AMENDED INTERLOCAL COOPERATIVE AGREEMENT** made and entered into by and among Scottsbluff Public Schools District No. 79-0032, (hereinafter referred to as “Scottsbluff”), Gering Public Schools District No. 79-0016, (hereinafter referred to as “Gering”), Mitchell Public Schools No. 79-0031, (hereinafter referred to as “Mitchell”), and does hereby further include Morrill Public School District No. 79-0011 (hereinafter referred to as “Morrill”), Minatare Public School District No. 79-0002 (hereinafter referred to as “Minatare”), 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”), and Kimball Public School District No. 53-0001 (hereinafter referred to as “Kimball”) and collectively referred to in this Interlocal Cooperative Agreement as the “parties”.

#### **RECITALS**

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

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

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

1. NAME:

The name of the Interlocal Cooperative Agency hereby established shall be:  
**VALLEY ALTERNATIVE LEARNING TRANSITIONING SCHOOL**

2. PURPOSE:

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

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

Scottsbluff Public School District No. 32	=	24 slots;
Gering Public School District No. 16	=	14 slots;
Mitchell Public School District No. 31	=	5 slots;
Morrill Public School District No. 11	=	2 slots;
Minatare Public School District No. 2	=	1 slot;
Banner County Public School District No. 1	=	1 slot;
Bayard Public School District No. 21	=	2 slots;
Bridgeport Public School District No. 63	=	2 slots; and
Kimball Public School District No. 1	=	2 slots

Any additional slots shall be determined by the Board of Education of VALTS or its designee.

3. GOALS:

- A. To provide alternative ways for students to achieve high school graduation resulting in an increased graduation rate.
- B. To certify that, upon completion of a course, students will have reached or surpassed the district- and state-performance assessments which measure student progress.
- C. To develop innovative student performance assessments which measure student progress.
- D. To provide students and their families access to human assistance programs and counseling services.
- E. To provide a caring, diversified, learning environment where students will develop positive self-concepts, will increase their self-esteem, and will recognize and appreciate the correlation between education and success in the work place.
- F. To be accountable to the community and the home school district through quality student achievement.
- G. To provide opportunities for community involvement.
- H. To offer a school environment which is safe, disciplined, and drug free.
- I. To provide an alternative diversified environment where students can achieve success.

4. MISSION:

The mission of Valley Alternative Learning Transitioning School is to empower all students with the knowledge, skills, and attitudes to meet the challenges of our changing world. The alternative school will provide individualized alternative learning opportunities addressing selected unique educational needs of students.

5. PHILOSOPHY:

The philosophy is based upon the belief that students have a right to a free, appropriate education; and students, when offered the appropriate environment, can experience educational success. The traditional educational model, effective as it may be for the majority of our students, does not provide the right environment for some students. The Valley

Alternative Learning Transitioning School will be student, rather than department, centered. Its curriculum will be built upon state and district mandated standards.

6. DURATION:

This Interlocal Cooperative Agreement shall remain in effect for thirty years from the date of signing this agreement by the last of the nine school districts unless otherwise extended by agreement of all parties to this agreement. This agreement may not be terminated within the first two years. This agreement may be terminated after the first two years by agreement of all parties.

7. NOTICE OF PARTICIPATION:

As of March 1<sup>st</sup> of each year, the Interlocal Cooperative Agency will determine the number of students it intends to have participate for the upcoming academic year. It is assumed that each member district will participate for the upcoming year unless a notice to terminate membership has been received by the Interlocal Cooperative Agency prior to March 1<sup>st</sup>. Each member district agrees it shall budget and pay an assessed amount per slot as determined and agreed to each year by each member district.

8. WITHDRAWAL OF PARTY:

Any party may withdraw from this agreement by giving written notification to the remaining parties, which withdrawal shall become effective one year from the date of notification. If a party fails to have students participate in the Valley Alternative Learning Transitioning School for a period of two years, said parties shall be deemed to have withdrawn. 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.

9. GENERAL POWERS:

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

10. GENERAL ORGANIZATION:

This Interlocal Cooperative Agency shall be governed by a board of education which shall be composed of three duly elected Board of Education members from Scottsbluff Public Schools, two duly elected Board of Education members from Gering Public Schools, and one duly elected Board of Education member from Mitchell Public Schools. Members of the board shall receive no compensation for their services but shall be reimbursed for the actual and necessary expenses incurred in the performance of their duties. The board shall elect from its members a President and a Vice President. The board will also appoint a Secretary and a Treasurer. The board shall have the power to appoint and fix the compensation and duties of any administrator that the board determines is necessary to fulfill the duties and responsibilities of this Interlocal agency. All staff positions must be discussed between the VALTS Board and the ESU Director prior to offering employment and establishing salaries. The board will prepare and administer a budget funded by revenue from assessments of the participating school districts. The board may receive for purpose for which is made available any school district, county, state, or federal funds made available to it or funds or property received from any other source for operating expenses and for the purpose of matching any funds that may be made available to it on a matching basis by any state or federal agency.

The board may utilize such personnel or services that may lawfully be offered by any state or federal agency or governmental unit. The board shall have the power to employ for a period to be fixed by the board, members of the faculty and other employees as may be necessary or appropriate and fix their salaries and duties. The board shall further have the power to contract for services connected with the operation of this Interlocal Cooperative Agency as needs and interests demand and shall establish fees and charges for services including the power to establish tuition rates for course of instruction offered and shall have the power to exercise any other powers, duties, and responsibilities necessary to carry out the purpose of the Interlocal Cooperative Agency authorized by the laws of the state of Nebraska.

11. PURCHASING PROCEDURES:

The VALTS Board of Education recognizes the importance of a sound fiscal management program and expects VALTS to maintain an efficient and consistent procedure in purchasing materials and services for the school.

All purchasing for VALTS will adhere to an approved purchase process that clearly establishes the contractual arrangement between a supplier and Educational Service Unit #13.

The VALTS Principal shall have the authority to authorize purchases without competitive bids, for goods and services costing under \$1,500. 00. For purchases of goods and services between \$1,500 and \$10,000 the VALTS Principal shall obtain three price quotes. Any purchase greater than \$10,000.00 requires Board approval.

12. TERMINATION-DISPOSAL OF ASSETS:

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

Scottsbluff Public School District No. 32	= 48%
Gering Public School District No. 16	= 28%
Mitchell Public School District No. 31	= 14%
Morrill Public School District No. 11	= 6%
Minatare Public School District No. 2	= 2%
Banner County Public School District No. 1	= 2%
	<hr/> 100%

**THIS AGREEMENT** shall be effective upon its approval by the Board of Education of Scottsbluff Public Schools District No. 32, the Board of Education of Gering Public Schools District No. 16, the Board of Education of Mitchell Public Schools District No. 31, the Board of Education of Morrill Public Schools District No. 11, the Board of Education of Minatare Public School District No. 2, the Board of Education of Banner County Public Schools District No. 1, the Board of Education of Bayard Public Schools District No. 21, the Board of Education of Bridgeport Public Schools District No. 63, and the Board of Education of Kimball Public Schools District No. 1, and upon execution of such agreement by the presidents of such school districts.

BANNER COUNTY PUBLIC SCHOOLS  
DISTRICT NO. 04-0001

Dated: \_\_\_\_\_

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

ATTEST:

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

BAYARD PUBLIC SCHOOLS  
DISTRICT NO. 62-0021

Dated: \_\_\_\_\_

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

ATTEST:

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

BRIDGEPORT PUBLIC SCHOOLS  
DISTRICT NO. 62-0063

Dated: \_\_\_\_\_

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

ATTEST:

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

GERING PUBLIC SCHOOLS  
DISTRICT NO. 79-0016

Dated: \_\_\_\_\_

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

ATTEST:

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

KIMBALL PUBLIC SCHOOLS  
DISTRICT NO. 53-0001

Dated: \_\_\_\_\_

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

ATTEST:

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

MINATARE PUBLIC SCHOOLS  
DISTRICT NO. 79-0002

Dated: \_\_\_\_\_

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

ATTEST:

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

MITCHELL PUBLIC SCHOOLS  
DISTRICT NO. 79-0031

Dated: \_\_\_\_\_

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

ATTEST:

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

MORRILL PUBLIC SCHOOLS  
DISTRICT NO. 79-0011

Dated: \_\_\_\_\_

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

ATTEST:

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

SCOTTSBLUFF PUBLIC SCHOOLS  
DISTRICT NO. 79-0032

Dated: \_\_\_\_\_

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

ATTEST:

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