

**INTERLOCAL COOPERATIVE AGREEMENT
AMENDED JUNE 9, 2026**

This **AMENDED INTERLOCAL COOPERATIVE AGREEMENT** made and entered into by and between Banner County Public School District No. 04-0001 (hereinafter referred to as "Banner County"), Bayard Public School District No. 62-0021 (hereinafter referred to as "Bayard"), Bridgeport Public School District No. 62-0063 (hereinafter referred to as "Bridgeport"), Creek Valley Public School District No. 25-0025 (hereinafter referred to as "Creek Valley"), Gering Public School District No. 79-0016 (hereinafter referred to as "Gering"), Kimball Public School District No. 53-0001 (hereinafter referred to as "Kimball"), 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"), and Morrill Public School District No. 79-0011 (hereinafter referred to as "Morrill"), collectively referred to in this Interlocal Cooperative Agreement as the "parties".

RECITALS

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

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

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

1. NAME

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

2. PURPOSE

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

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

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

Mitchell Public School District # 31	=	8 slots
Gering Public School District #16	=	5 slots
Bridgeport Public School District #63	=	3 slots
Morrill Public School District #11	=	3 slots
Bayard Public School District #21	=	2 slots
Minatare Public School District #2	=	2 slots
Creek Valley Public School District #25	=	1 slot
Kimball Public School District #1	=	1 slot
Banner County Public School District #1	=	1 slot
Leyton Public School #3	=	1 slot

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

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

3. GOALS

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

4. MISSION

VALTS creates a safe, personalized learning environment where students reclaim their path to school, develop resiliency and life skills, and graduate prepared for future academic and career success.

5. VISION

Every student achieves individual success—becoming resilient, confident, and empowered to contribute meaningfully to their communities—thriving in a flexible learning environment where barriers are removed and support is always available.

6. VALUES

V – Value Relationships (*Service & Hospitality / Healthy Partnerships*)

We build strong, respectful relationships with every student, family, and each other while providing second chances without stigma.

A – Adapt for Each Learner (*Innovation*)

We provide flexible learning and remove barriers to meet students where they are.

L – Learn for Life (*Empowering Leadership*)

We teach academic and life skills so students are prepared for their future.

T – Take Ownership (*Empowering Leadership*)

We hold ourselves and our students accountable for growth, effort, and results.

S – Strengthen Community (*Healthy Partnerships / Nurturing Communication*)

We partner with families and communities to support every student.

7. PHILOSOPHY

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

8. DURATION

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

9. NOTICE OF PARTICIPATION

The district will be committing to participate in VALTS for two school years beyond the current school year. Each member district agrees it shall budget and pay an assessed amount per slot as determined and agreed to each year by the VALTS Board of

Education. The VALTS Board of Education shall, on an annual basis, discuss procedures to address any shortfalls or excesses in the budget which may exist.

A district shall notify ESU #13 and the VALTS Board of Education of its intent to increase slots in the VALTS program for the upcoming year by February 1st of the current school year. If such notification is received by ESU #13 and the VALTS Board of Education after February 1st, then such change shall be subject to the approval of ESU #13 and the VALTS Board of Education as to if it will become effective for the upcoming year.

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

If a party is completely withdrawing from the VALTS program, it must give notice before February 1st of the current school year, and such withdrawal shall become effective two years from the end of the school year notification is received. A party who has withdrawn shall have no right to accumulated assets of the Interlocal Cooperative Agency, nor shall the withdrawing party have a right to require the remaining parties to liquidate or otherwise dispose of assets of the Interlocal Cooperative Agency.

10. GENERAL POWERS

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

11. GENERAL ORGANIZATION

This Interlocal Cooperative Agency shall be governed by a Board of Education which shall be comprised of three duly elected Board of Education members from the district that purchases the most slots, two duly elected Board of Education members from the district that purchases the second most slots, and two duly elected Board of Education members from the district that purchases the third most slots. In the event of a tie, the superintendents of the participating districts shall determine the appropriate district(s) to provide Board of Education members. Members of the Board shall receive no compensation for their services, but shall be reimbursed for the actual and necessary expenses incurred in the performance of their duties. The Board shall elect from its members a President and a Vice President. The Board will also elect a Secretary and

appoint the ESU #13 Business Manager as the Treasurer. The Board may receive for a purpose for which is made available any school district, county, state, or federal funds made available to it or funds or property received from any source for operating expenses and for the purpose of matching any funds that may be made available to it on a matching basis by any state or federal agency. The Board shall further have the power to contract for services connected with the operation of this Interlocal Cooperative Agency as needs and interest demand and shall establish fees and charges for services including the power to establish tuition rates for course of instruction offered and shall have the power to exercise any other powers, duties and responsibilities necessary to carry out the purpose of the Interlocal Cooperative Agency authorized by the laws of the State of Nebraska.

12. PURCHASING PROCEDURES

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

13. 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.:

Mitchell Public School District #31	=	29.63%
Gering Public School District #16	=	18.52%
Bridgeport Public School District #63	=	11.11%
Morrill Public School District #11	=	11.11%
Bayard Public School District #21	=	7.41%
Minatare Public School District #2	=	7.41%
Creek Valley Public School District #25	=	3.7%
Kimball Public School District #1	=	3.7%
Banner County Public School District #1	=	3.7%
Leyton Public School District #3	=	3.7%
		100%

This **AMENDED AGREEMENT** shall be effective upon its approval by the Board of Education of Banner County Public School District No. 04-0001, the Board of Education of Bayard Public School District No. 62-0021, the Board of Education of Bridgeport Public School District No. 62-0063, the Board of Education Creek Valley Public School District No. 25-0025, of the Board of Education of Gering Public School District No. 79-0016, the Board of Education of Kimball Public School District No. 53-0001, the Board of Education of Leyton Public School District No. 17-0003, the Board of Education of Minatare Public School District No. 79-0002, the

Board of Education of Mitchell Public School District No. 79-0031, and the Board of Education of Morrill Public School District No. 79-0011, and upon execution of such agreement by the Presidents of such school districts.

SIGNATURE PAGES TO FOLLOW

BANNER COUNTY PUBLIC SCHOOL
DISTRICT NO. 04-0001

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

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

CREEK VALLEY PUBLIC SCHOOL
DISTRICT NO. 25-0025

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

KIMBALL PUBLIC SCHOOL
DISTRICT NO. 53-0001

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

LEYTON PUBLIC SCHOOL
DISTRICT NO. 17-0003

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

MINATARE PUBLIC SCHOOL
DISTRICT NO. 79-0002

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

MITCHELL PUBLIC SCHOOL
DISTRICT NO. 79-0031

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

MORRILL PUBLIC SCHOOL
DISTRICT NO. 79-0011

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW