

Agenda

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
 - 2.1. Call the Meeting to Order
 - 2.2. Roll Call
 - 2.3. Excuse Board Members Who Are Absent
3. Annual reorganization of the Board of Education
 - 3.1. Election of Officers as per Board Policy #2002
 - 3.1.1. Election of President
 - 3.1.2. Election of Vice President
 - 3.1.3. Election of Treasurer
 - 3.1.4. Election/appointment of Secretary
 - 3.2. Approval of designations, positions, and committees as per Board Policy #2002
 - 3.2.1. Consider, discuss and take action to select legal counsel
 - 3.2.2. Consider, discuss and take action to select depository bank
 - 3.2.3. Consider, discuss and take action to select district newspaper of record
 - 3.2.4. Appointment of committees as per Board Policy #2002: Negotiations; Curriculum; Americanism Committee and Staff Relations; Transportation; Facilities; Budget; Policy; Technology; Rule 10 Safety; LB 757 Safety; School Improvement
 - 3.3. Approval of current Board policies and regulations.
 - 3.4. Designate date for the annual review of BOE Policies.
 - 3.5. Disseminate conflict of interest statutes
4. Recognition of Visitors/Communications from the Public
5. Reports
 - 5.1. Facility and Maintenance Report
 - 5.2. Activity Director Report
 - 5.3. Principals Reports
 - 5.3.1. Elementary Report
 - 5.3.2. MS/HS Report
 - 5.4. Superintendent's Report
 - 5.5. Board Reports
6. Action Items
 - 6.1. Consent Agenda
 - 6.1.1. Treasurer's Report
 - 6.1.2. Payment of general fund claims in the amount of \$370,464.21
 - 6.2. Consider, discuss and take all necessary action on
 - 6.2.1. Consider, discuss and take all necessary action to appoint Superintendent to be the District's representative for all local, State, and Federal programs.

- 6.2.2. Consider, discuss and take all necessary action to approve Designation of Authority to Superintendent. Authorize Superintendent, Superintendent Designee to use board approved signature stamps on monthly claims/payroll.
- 6.2.3. Consider, discuss and take all necessary action to accept the interlocal agreement for the expansion of the ESU7 Special Education Expansion Project.
- 6.2.4. Accept Phil Doerr's Letter of Retirement set for the end of the 2023-2024 school year.
- 6.2.5. Consider, discuss, and take all necessary action on accepting Twin River School into the Crossroads Conference.
- 6.2.6. Consider, discuss and take all necessary action to approve updating the Superintendent's contract for the 2024-2026 school year.
7. Next Meeting Dates and Times
 - 7.1. Regular meeting, February 12, 2024, 6:00PM at the Osceola Middle/High School Media Center.
8. Adjournment

49-14,103. Contract; conflict of interest; voidable; decree.

(1) A contract involving a prohibited conflict of interest under section 49-14,102 shall be voidable only by decree of a court of proper jurisdiction in an action brought by any citizen of this state as to any person that entered into the contract or took assignment thereof, with actual knowledge of the prohibited conflict. In the case of a person other than an individual, the actual knowledge must be that of an individual or body finally approving the contract for the person.

(2) An action to void any contract shall be brought within one year after discovery of circumstances suggesting the existence of a violation.

(3) Any such decree voiding such contract may, to meet the ends of justice, provide for the reimbursement of any person for the reasonable value of all money, goods, material, labor, or services furnished under the contract, to the extent that the state or political subdivision has benefited thereby.

(4) Sections 49-14,102 and 49-14,103 shall not apply to a contract for labor which is negotiated or is being negotiated pursuant to the laws of this state.

Source: Laws 1976, LB 987, § 103; Laws 2005, LB 242, § 47.

49-1499.03. Political subdivision personnel; school board; discharge of official duties; potential conflict; actions required; nepotism; restrictions on supervision of family members.

(1)(a) An official of a political subdivision designated in section 49-1493 who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

(i) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict; and

(ii) Deliver a copy of the statement to the commission and to the person in charge of keeping records for the political subdivision who shall enter the statement onto the public records of the subdivision.

(b) The official shall take such action as the commission shall advise or prescribe to remove himself or herself from influence over the action or decision on the matter.

(c) This subsection does not prevent such a person from making or participating in the making of a governmental decision to the extent that the individual's participation is legally required for the action or decision to be made. A person acting pursuant to this subdivision shall report the occurrence to the commission.

(2)(a) Any person holding an elective office of a city or village not designated in section 49-1493 and any person holding an elective office of a school district who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

(i) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict;

(ii) Deliver a copy of the statement to the person in charge of keeping records for the city, village, or school district who shall enter the statement onto the public records of the city, village, or school district; and

(iii) Abstain from participating or voting on the matter in which the person holding elective office has a conflict of interest.

(b) The person holding elective office may apply to the commission for an opinion as to whether the person has a conflict of interest.

(3) Matters involving an interest in a contract are governed either by sections 49-14,102 and 49-14,103 or by sections 49-14,103.01 to 49-14,103.06. Matters involving the hiring of an immediate family member are governed by section 49-1499.04. Matters involving nepotism or the supervision of a family member by an official or employee in the executive branch of state government are governed by section 49-1499.07.

Source: Laws 2001, LB 242, § 14; Laws 2005, LB 242, § 42; Laws 2009, LB322, § 3.

Jeffrey Elementary

January 15, 2024

Brett Webster

- Donuts with grown ups went really well in December.
- Our AR Party this year was Grinch related.
- On January 25th we will be celebrating our 100th day.
- Dr. Seuss week or Read Across America is March 2nd - March 8th.
- Kindergarten Round-Up/Preschool Open House date is tentatively scheduled Friday April 19th.
- PD for teachers on the 17th dealing with SABR's data and Marzano Vocabulary Explicit Instruction with Kendra leading our staff.

Board Report – Monthly
GENERAL FUND

Posted - During Check Cycle; Fund Number 01; Processing Month 01/2024

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
35196	BEST BUY	TV	649.99
35197	BLAZERWORKS	SPEECH SERVICES	2,001.00
35198	CAROLINA BIOLOGICAL SUPPLY COMPANY	SCIENCE SUPPLIES	418.86
35199	CENTRAL NEBRASKA REHABILITATION SERVICES	OT/PT SERVICES	1,425.25
35200	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	2,210.96
35201	CONSOLIDATED ELECTRICAL DISTRIBUTORS	LIGHT BULBS	85.74
35202	CONTROL SERVICES, INC.	HEATING REPAIRS/SERVICE CONTRACT	5,912.67
35203	DIETZE MUSIC HOUSE	SUPPLIES/INSTRUMENT REPAIRS	14.40
35204	EAKES OFFICE PLUS	SUPPLIES	989.65
35205	ENGEL, RONNIE	COMPUTER PARTS REIMB.	357.34
35206	ESSENTIAL SCREENS	BACKGROUND CHECKS	80.18
35207	ESU #7 PRODUCTION DEPARTMENT	SUPPLIES	5.98
35208	ESU #7 SPECIAL EDUCATION DEPT	SPED SERVICES	8,767.32
35209	ESU 13	ONLINE ZOOM TRAINING	10.00
35210	EVANS, SARAH	PIANO TUNING	240.00
35211	FILEWAVE USA, INC.	SOFTWARE	820.80
35212	FRONTIER COOPERATIVE COMPANY	FUEL	1,574.44
35213	GARY'S PLUMBING, LLC	SUPPLIES	13.56
35214	J.W. PEPPER & SON, INC.	MUSIC	262.68
35215	JACKSON SERVICES, INC.	RUG SERVICE	502.73
35216	JAYMAR BUSINESS FORMS, INC	TAX FORMS	118.24
35217	JOHNSON CONTROLS FIRE PROTECTION LP	FIRE SYSTEM CONTRACT	87.02
35218	LIBRARYWORLD, INC.	LIBRARY EQUIPMENT & SUPPLIES	495.00
35219	MATHESON TRI-GAS, INC.	SUPPLIES	39.89
35220	MID-AMERICAN RESEARCH CHEMICAL	SUPPLIES	296.20
35221	OSCEOLA FOOD MART	SUPPLIES	197.75
35222	PINNACLE BANK	BOOKS/SUPPLIES	645.75
35223	PINNACLE BANK	SUPPLIES	3,765.17
35224	POLK COUNTY HEALTH DEPARTMENT	NURSING FEES	1,658.25
35225	POLK COUNTY RPPD	ELECTRICITY	13,150.27
35226	RAY, ALLIE	CPR CLASS REIMB.	21.94
35227	RECKER, MICHELLE	CPR CLASS REIMB.	17.12
35228	SPARQ DATA SOLUTIONS, INC.	SOFTWARE	3,920.00
35229	SPARROW PUBLICATIONS, LLC	PRINTING	202.63
35230	SPORT SAFE TESTING SERVICE, INC.	RANDOM DRUG TESTING	1,054.00
35231	TRIPLE "S" SERVICE, LLC	GARBAGE SERVICE	578.00
35232	UNIVERSITY OF NEBRASKA - KEARNEY	HONOR CHOIR	30.00

Board Report - Monthly

Posted - During Check Cycle; Fund Number 01; Processing Month 01/2024

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
35233	VIVACITY TECH	COMPUTER CASES	380.00
35234	WALLER, SUSAN	CPR CLASS REIMB.	71.88
35235	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	COPIER LEASE	104.48
35236	WINDSTREAM	STATE INTERNET CONTRACT	141.85
35237	WOODRIVER ENERGY LLC	NATURAL GAS	<u>4,244.57</u>
Checking Account Total:			57,563.56
 <u>Checking: 1</u>			
616	ESTECH SYSTEMS, INC.	PHONE SERVICES	71.26
619	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	13.81
618	MG TRUST COMPANY	TSA PAYABLE	990.00
617	OPTUM	FLEX PLAN FUNDING	880.28
615	PLIC - SBD GRAND ISLAND	LTD INSURANCE	<u>1,055.12</u>
Checking Account Total:			3,010.47
 <u>Checking: 4</u>			
2270	OPTUM	FLEX PLAN FUNDING	150.00
2271	POSTMASTER	JANUARY NEWSLETTERS	<u>108.67</u>
Checking Account Total:			<u>258.67</u>
 TOTAL OF CHECKS AND PREPAIDS			 60,832.70
TOTAL OF PAYROLL			<u>309,631.51</u>
GRAND TOTAL			<u><u>370,464.21</u></u>



Educational Service Unit 7 Special Education Expansion Program Proposal

TABLE OF CONTENTS

Project Proposal..... 3

Rationale.....4

Service Planning.....5

Existing Structure..... 6

Building Costs and Contributions..... 6

Dollars Contributed..... 7

General Building Specifications.....8

Board Support.....9

Appendix Table of Contents..... 10

 Appendix A: Project Partners..... 11

 Appendix B: Program Application DRAFT..... 13

 Appendix C: Timeline..... 20

 Appendix D: Correspondence.....21

 Appendix E: Site Plan..... 24

 Appendix F: Agreement for Payment of Funds DRAFT.....25

 Appendix G: Resolution for District Board of Education..... 34

 Appendix H: Sample Contribution Worksheet..... 35

 Appendix I: Staff Qualifications.....36

 Appendix J: List of Structural Components.....37

 Appendix K: Contact Information..... 39

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,

[Document Table of Contents](#)
[Appendix Table of Contents](#)



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

[Document Table of Contents](#)
[Appendix Table of Contents](#)

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.

Appendix Table of Contents

Appendix A: Project Partners.....	11
Appendix B: Program Application DRAFT.....	13
Appendix C: Timeline.....	20
Appendix D: Correspondence.....	21
Appendix E: Site Plan.....	24
Appendix F: Agreement for Payment of Funds DRAFT.....	25
Appendix G: Resolution for District Board of Education.....	34
Appendix H: Sample Contribution Worksheet.....	35
Appendix I: Staff Qualifications.....	36
Appendix J: List of Structural Components.....	37
Appendix K: Contact Information.....	39

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

Lead • Support • Customize • Innovate



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 1/3 property tax, 1/3 grants, and more than 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.

[Document Table of Contents](#)

[Appendix Table of Contents](#)

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

To: **ESU7 Public Superintendents**

Cc:

Bcc:

Reply To:

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.

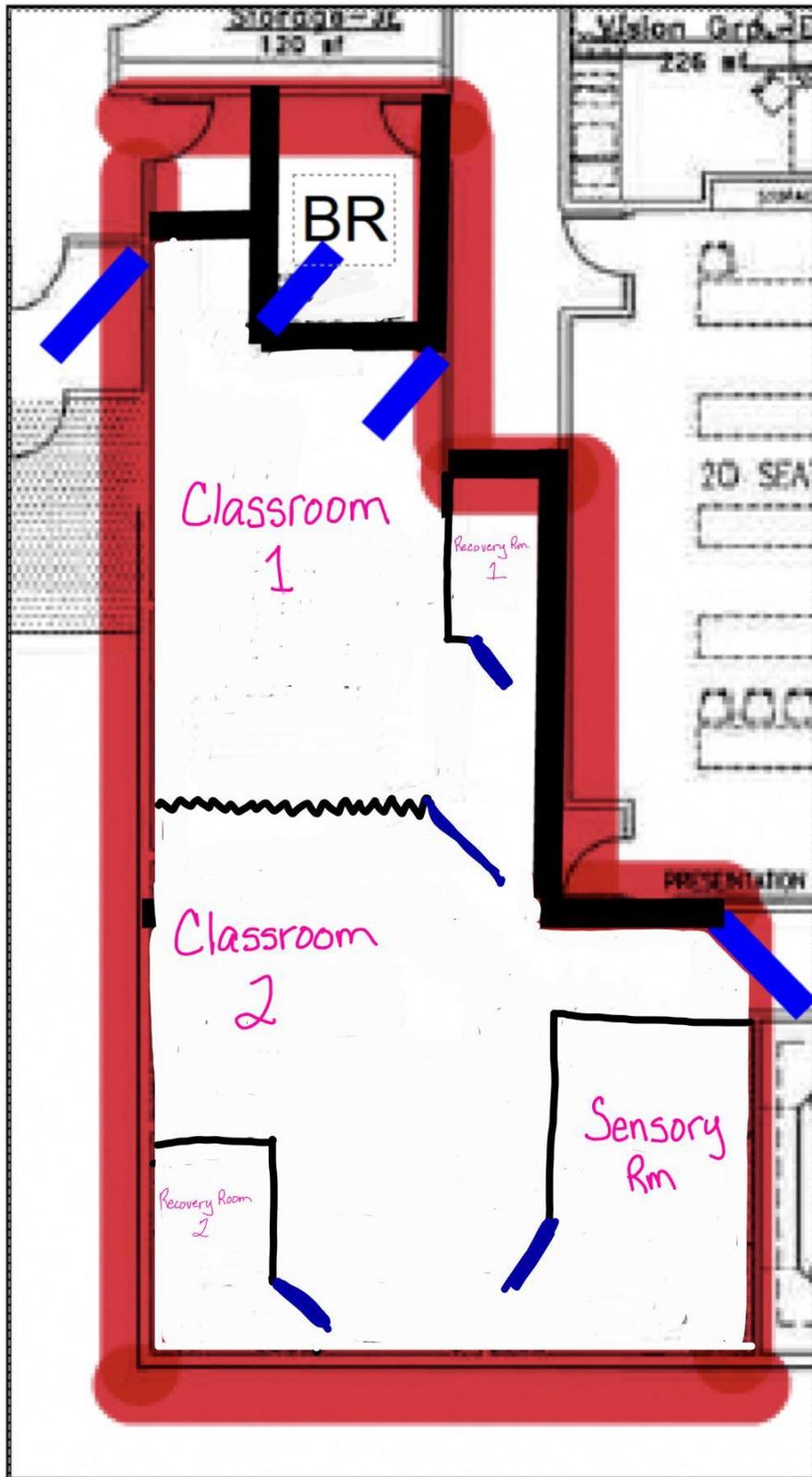
- Option 1:
 - \$45,000-65,000 tuition + \$6,800 building fee (\$40 per day) for enrolled students.
 - ESU 7 Board Pay for equipment and supplies and playground, approximately \$330,000.
 - Reimbursement
 - This option will provide schools with reimbursable expenses for the **tuition only**.
 - **Approx. \$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

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
Lead • Support • Customize • Innovate





[Document Table of Contents](#)
[Appendix Table of Contents](#)

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: _____

[Document Table of Contents](#)

[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

[Document Table of Contents](#)

[Appendix Table of Contents](#)

[Document Table of Contents](#)
[Appendix Table of Contents](#)



RESOLUTION

WHEREAS, the Board of Osceola 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__.

Osceola Public Schools

By: _____
Authorized Board Representative

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").

11-20-2023

- 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.

11-20-2023

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

11-20-2023

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

11-20-2023

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.

Osceola Public Schools

By: _____

Name: _____

Title: _____

Date: _____

11-20-2023

EDUCATIONAL SERVICE UNIT NO. 7

By: _____

Name: _____

Title: _____

Date: _____

Dear School Board and Administration,

I am writing to submit my retirement letter. I have taught for forty years, thirty-five at Osceola Public Schools. It has gone very fast and I have enjoyed it immensely. I would like to thank all the board members and administrators from 1989 to the present for all the support they have shown me. I love this school. I wish our school all the best in the future.

Sincerely Yours

Phillip Doerr