

Board of Education Regular Meeting

Monday, December 18, 2023 7:30 PM

Elementary Media Center, Twin River Public
School
PO Box 640
Genoa, NE 68640

Agenda

1. Meeting Called to Order
 - 1.1. Roll Call
 - 1.1.1. Excused/Unexcused Absences
 - 1.2. Open Meeting Law
 - 1.3. Meeting Properly Published and Posted
 - 1.4. Rules for Public Participation Stated
 - 1.4.1. Visitors
2. Consent Agenda
 - 2.1. Minutes of Previous Meetings
 - 2.2. Claims and Treasurer's Financial Report
 - 2.3. Staff Hires/Resignations
3. Reports of Administrators and Committees
 - 3.1. Principal's Reports
 - 3.2. Activities Report
 - 3.3. Superintendent Report
4. Consider and take possible action to approve the invoice from Andrew Nelson for the repair of Bus #13.
5. Consider and take possible action to approve the resolution for the interlocal agreement with ESU 7 for the Special Education Expansion Project.
6. Consider and take action to approve the resolution with the Nebraska State Department of Roads to allow the use of radar signs.
7. Date, Time, and Location of Next Meeting

8. Review and discuss the superintendent evaluation.
9. Executive Session for the purpose of discussing the superintendent evaluation.
10. Adjournment

Board of Education Regular Meeting
Monday, November 20, 2023 7:30 PM

Elementary Media Center, Twin River
Public School
816 Willard Ave
PO Box 640
Genoa, NE 68640

Agenda

1. Meeting Called to Order

1.1. Roll Call

Chelsa Thompson-Yes

John Reeg-Yes

Jeremy Vetick-Yes

Dave Baxa-Yes

Jennifer Swantek-Yes

John Nelson-Yes

1.1.1. Excused/Unexcused Absences

1.2. Open Meeting Law

1.3. Meeting Properly Published and Posted

1.4. Rules for Public Participation Stated

1.4.1. Visitors:

Dan Preister presents on safety of crosswalks. Dan shares how difficult it is to people at night using the crosswalks. Dan recently toured another school's Ag facility and shared the number of opportunities our student body is lacking due to poor facilities.

2. Consent Agenda

2.1. Minutes of Previous Meetings

2.2. Claims and Treasurer's Financial Report

Motion by Reeg with a second by Thompson to approve the Consent Agenda

Baxa-yes, Thompson-yes, Swantek-yes, Vetick-yes, Nelson-yes, Reeg-yes

3. Items to remove from the consent agenda.

4. Reports of Administrators and Committees

4.1. Principal's Reports

Mrs. Buhl- Attended annual Safety Response Protocol Training along with Tania Kershaw on Oct 25. SRP. Attended Tri State Regional sped law conference with Denise Hebda the first week of November. Held our annual Veterans Day Program and elementary students made lots of artwork to be displayed. Health Screenings last week alongside Genoa Community Hospital. Preparing for Thanksgiving Break.

Mr. Barrett- High School students who attended Girls and Boys state Conference greeted Veterans for the Program on Nov 10. A special thanks to the American Legion and John Buhl for participating and helping prepare for the program. The PreACT was held on Nov 7 at city hall for freshmen and sophomores. Staff meeting on Nov. 15 in regards to ICU and how to process solutions to utilize better; also worked on prioritizing standards

4.2. Activities Report

Mr. Schmit-Winter sports practice began Monday, Nov 13.

FCCLA attended the National Fall conference in Birmingham, AL; Parker Zabka National finalist placed 3rd; Jalynn Baumann placed 2nd; Madalyn Moeller placed 2nd; One Act traveled to Central Valley and York the team was 3 points away from placing 3rd at conference. December 1st will be District one act.

Sports numbers: JH wrestling-5, JH GBB-11, HS Wrestling-10, High School GBB-14 High School BBB- 12, Girls wrestling-1

Jamboree Saturday, November 25 at 1:00 for Boys and Girls Basketball, Twin River will Host; Nov 30th will be 1st regular season basketball game

Mr. Schmit attended the EHC meeting and the District AD meeting this month.

4.3. Superintendent Report

One of Silver Creek gym doors has been replaced; the other will be replaced when it is built. In Genoa, the back activity door is getting fixed from being rusted out. New flooring to be installed on Dec 26 in the hallway/office of the 1929 building; concrete projects will be constructed by Brian Zabka. Plan to move student parking after houses on the block are down; A mini bus continues to have issues after being repaired again. Clark and Enerson (architects) and Hausmann Construction will be here to walk through the facilities for projected renovation/building costs. Mr.

Schapmann attended the Crossroads Conference meeting in regards to joining. Planning for superintendent evaluation next month. Mr. Schapmann, Dave Baxa, John Nelson and Jennifer Swantek attended NASB conference Nov 15-17; there was a shoutout in Titans Times to school board members.

5. Review the 2022-23 school audit.

No findings or changes to be made.

6. Review the 2023 ALICAP school insurance visit.

A representative from the school's insurance company reviewed the facilities and building practices and gave feedback. He stated the school was completing the necessary protocols for trying to keep students and staff safe, however, he had great concern with the campus. In the report, it stated, "It is the 1929 building that I have serious questions. It is an old building that is showing its age. Water damage has caused the plaster to fall off walls, electrical wires are exposed sticking out of the walls and ceilings, and the pipes for the water suppression system are exposed in the hallways and classrooms. My biggest concern for the 1929 building is that it is not in compliance with the requirements of the American with Disabilities Act. The way the buildings have been 'patched together' over the years makes it impossible for a wheelchair bound student/staff member to navigate to all parts of the school building. If you have a student or staff member in a wheelchair, you may be obligated to make multiple structural modifications to the existing building that may cost your school district thousands of dollars (millions??).

Other observations:

- (1) At the Silver Creek site, the playground equipment is very old. This is a liability for your school district. I recommend that you remove this equipment.
- (2) At the Genoa site, some of the ramps that connect classrooms are very steep. I do not believe these ramps meet the requirements of the Americans with Disabilities Act (ADA).
- (3) The overall transitioning from one building to the next for students is a cause for concern for injuries with the amounts of stairs and elevation changes, especially outdoors during the winter months.
- (4) Vehicle traffic up the drive from the highway is a safety hazard with students utilizing this area as a hallway throughout the school day.
- (5) Railings in the old and main gym are too short in the upper level. A child could easily fall over the railing.

- (6) In the old gym, there are concrete steps that could cause a student injury. I suggest building a half-wall in front of these steps. You have already put up a wall in front of the other concrete steps – just finish the job.
- (7) In the Art Room, the kiln should be in a separate room and properly vented – fire code. Also, the ramp leading down to the Art Room is very steep. This is an example of a ramp that probably does not meet ADA codes.
- (8) In the Family and Consumer Science classroom, the electrical outlets do not appear to be GFCI – fire code. This classroom is also an example of water damage to the walls with a supporting wall being built.
- (9) There is no emergency lighting in the basement.
- (10) Water draining off of the roof of Elementary/1970s building just pours out over the concrete on the north side of the building and will be an ice hazard during the winter months.

7. Review the ESU 7 Tier 3 Alternative School option.

The ESU is considering opening an alternative school for students that have specific needs in the areas of autism, non-verbal autism, and other high needs areas.

8. Date, Time, and Location of Next Meeting

December 18, 2023 at 7:30pm in Elementary Media Center

9. Adjournment

John Reeg moves to adjourn the meeting at 8:25 pm with a second by Chelsa Thompson.

Baxa=yes, Thompson=yes, Swantek=yes, Vetick=yes, Nelson=yes, Reeg=yes

Jennifer Swantek, Board President

John Reeg, Board Secretary

November 2023

Monthly Claims

3E (lighting)-\$1,287.50, Ace Sanitation-\$84.00, Ace Sanitation-\$199.48, AJ's- \$1,466.30, Applied Connective-\$676.62, Awards and Engravings- \$54.00,Bank of America (dues/fees, supplies)- \$7,952.52, Black Hills Energy- \$3,176.89, Bosselman Pump & Pantry-\$4,517.18,BSN Sports- \$1,613.07, Central Nebraska Rehab Services- \$18,848.15, City of Genoa-\$256.42, Columbus Music-\$201, Custom Resource, LLC-\$768, Don Brown Bus Sales, Inc (repairs)-\$215.20, Eakes(lease and rent)- \$6,823.52,ESU #7 (SPED svc)- \$15,051.99, ESU #7 (LMHP)-\$1,402.44, ESU #7 SPED (interpreting/Title services)-\$2,438.44, ESU #7(LanMan)-\$11,115, Extension Office- \$20,FileWave-\$72, Follett School Solutions (auto renewal for library)-\$1,822, Frontier (SC fuel)- \$2,988.14,Gary's Plumbing-\$293.87, Genoa Leader Times- \$426, Genoa Medical Facilities-\$6,455, Genoa Community Hospital (Health Screens)-\$1,125, Grizzley Industrial (IT Shop)- \$537.39, Hometown Leasing-\$2,278.00,Island Supply Welding (supplies)- \$290.93, Jessie Nelson (Conference Choir Reimb.)- \$230.19, JW Pepper-\$165.34, Kearney Fairfield Inn- \$119.95, KSB-\$1,855, Kush Bros (sprinkler maintenance)- \$975,Loup Power District-\$7,120.13, Matheson Tri-Gas-\$640.49, McInay & Co (supplies)- \$21.98,Menards-\$116.37, Misko Sports-\$5,180,M&O doors-\$62.50, NAPA Auto Parts-\$27.37, Nitro Truck Repair-\$4,190.26, Olson Pest Technicians- \$158, Platte Valley Pest Control (pest control)- \$85.00, Polk County RPPD (SC electric bill)- \$721.15, Rutt's-\$7,568.16,Sack Lumbar-\$1,142.94, Scholastic-\$52.87, Shape Nebraska (Conference)-\$165, Staples-\$978.90,Tracy Kava (Fuel Reimb.)-\$32.05,T&R Auto-\$2,248.66, Unite Private network (ethernet)-\$851.22, Verizon-\$80.04, Village of Silver Creek (water, sewer, gas)- \$226.08, Vyve Broadband- \$505, WageWorks-\$100,Wisner Pilger (Conference Vocal)-\$140, Ziegler Oil Company-\$160.58

Board of Education Special Meeting
(Civics)
Monday, November 20, 2023 7:25 PM

Elementary Media Center, Twin River
Public School
816 Willard Ave
PO Box 640
Genoa, NE 68640

Agenda

1. Meeting Called to Order

1.1. Roll Call

John Nelson-Yes

Jeremy Vetick-Yes

Chelsa Thompson-Yes

John Reeg-Yes

Dave Baxa-Yes

Jennifer Swantek-Yes

1.1.1. Excused/Unexcused Absences

1.2. Open Meeting Law

1.3. Meeting Properly Published and Posted

2. Special meeting for the purpose of fulfilling statutory requirements over civics.

2.1 Review of Nebraska State Statute and Board Policy 2002

Mr. Schapmann reviewed the statute and board policy.

2.2 Review Twin River Public School's compliance with state statute and board policy.

Mr. Barrett reviewed the compliance with the statute with the teaching of the citizenship test in 8th grade and again in high school. The students also attend County Government Day in Fullerton annually. The school also has a set time each day for the Pledge of Allegiance to be said.

3. Adjournment

Nelson makes the motion to adjourn the meeting with a second by Thompson.

Nelson-yes, Baxa-yes, Swantek-yes, Thompson-yes, Vetick-yes, Reeg-yes

Superintendent
Jason Schapmann
Elementary Principal
Brenda Buhl
High School Principal
Zach Barrett
Assistant Principal/AD
David Schmit



P.O. Box 640
Genoa, NE 68640
Phone: (402) 993-2274
Fax: (402) 993-7718

Business Manager
Lori Swantek

Twin River Public Schools

December 2023 Board Meeting

Classified Hires/Resignations

Staff Name	Position	Hire/Resignation	Effective
Kristen Slizoski	Elementary Para	Resignation	December 20, 2023

“... providing opportunities for individuals to become lifelong learners”

Twin River Board of Education
Monday, December 18, 2023

- Thursday, December 7th
 - Started winter FastBridge testing for ELA and Math
 - Will take MAPS and NSCAS after break

- Wednesday, December 13th
 - Completed ESU7 Leadership Learning Rounds with walkthroughs at Twin River

- Thursday, December 14th
 - Elementary Music Concert

- Wednesday, December 20th
 - 1:30pm student dismissal - last day before Holiday Break
 - 1:30pm United Way presentation for staff

- Thursday, December 21st
 - Staff work day / professional development

7-12 Principal Report

- State Principals Conference
 - December 6-7
- ICU Update
- Staff Evaluations
 - Formal and Informal evaluations for 7-12 staff complete
- Meeting with Business Teachers before end of the semester to discuss graduation requirement changes
 - New Computer Science Standards

Recent News:

- JH Wrestling ended their season this past Saturday in Seward
 - Quite a bit of success by each individual wrestler and the team as a whole
- All HS Winter sports got underway
 - HS Wrestling (9 members)
 - Despite only having 9 wrestlers, each individual has competed well
 - Zach Held has won each invite he's been a part of
 - HS Basketball - hosted jamboree with Fillmore Central and Doniphan-Trumbull
 - Girls currently sit at 2-4; boys at 4-2
 - Participation #: Boys at 15; Girls at 14
 - JH Girls Basketball - ended their season this past Saturday against Fullerton
 - 11 girls out this year
 - 3-6 final record (A team)
 - 2-5 final record (B team)
- JH Boys Basketball will have a meeting on 12/19 to get the year organized

Upcoming Events:

- [Columbus Holiday Tournament](#)
 - December 29th and 30th @ Scotus
- NSAA Moratorium from December 23rd to December 27th - no gym access for any reason
- Gym floor – adding a layer of finish – no use from 12/21 to 12/27
- January 2nd vs. Central City
 - Boys JV at Genoa (1:00 p.m.), Girls JV at SC (1:00 p.m.); Boys Varsity at 2:30 p.m., Girls varsity to follow

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

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.

Twin River Public Schools

By: _____

Name: _____

Title: _____

Date: _____

11-20-2023

EDUCATIONAL SERVICE UNIT NO. 7

By: _____

Name: _____

Title: _____

Date: _____



Educational Service Unit 7 Special Education Expansion Program Proposal

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

Discussion in October 17, 2023 Superintendent Meeting

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

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

[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.

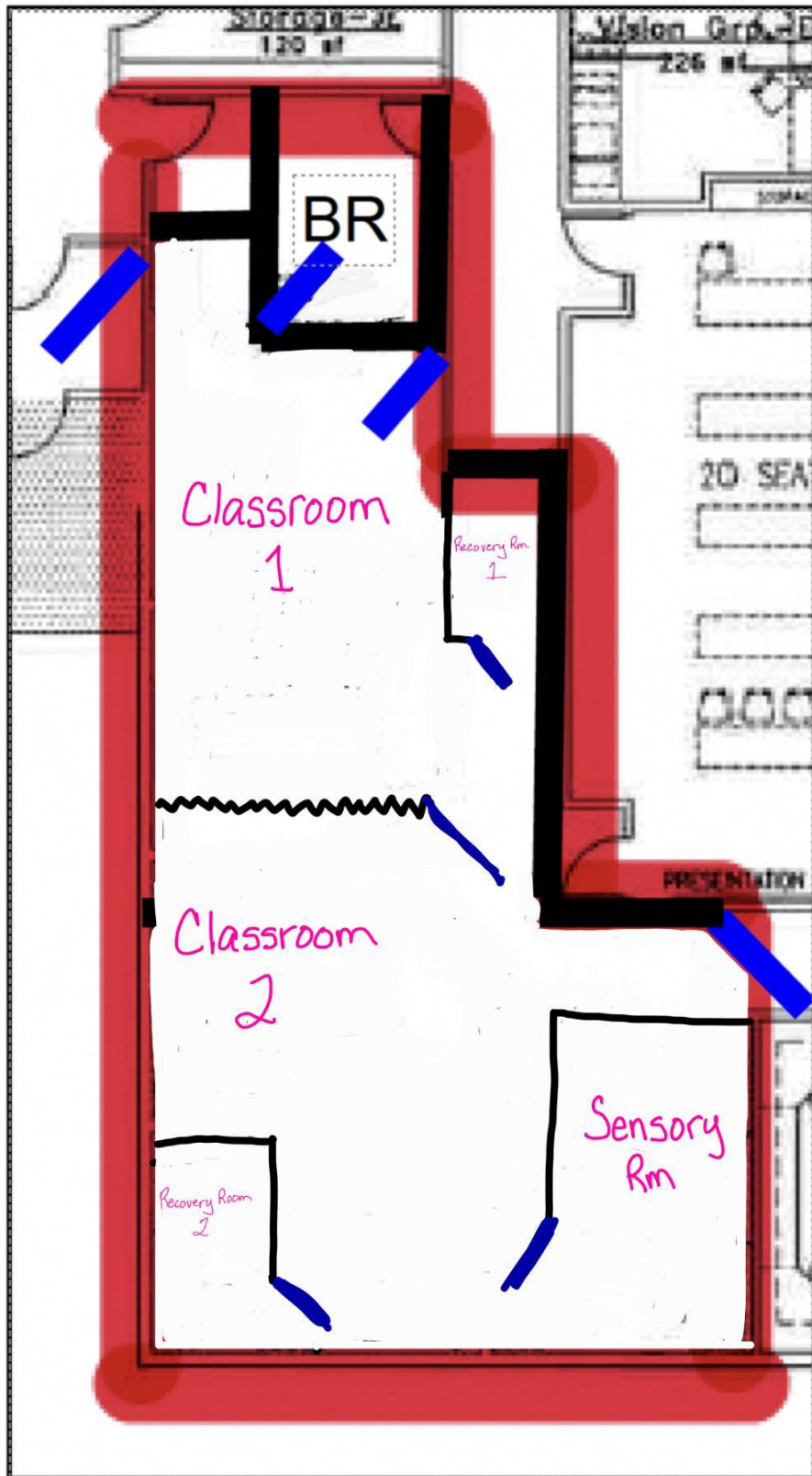
- Option 1:
 - \$45,000-65,000 tuition + \$6,800 building fee (\$40 per day) for enrolled students.
 - ESU 7 Board Pay for equipment and supplies and playground, approximately \$330,000.
 - Reimbursement
 - This option will provide schools with reimbursable expenses for the **tuition only**.
 - **Approx.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





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 Twin River 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__.

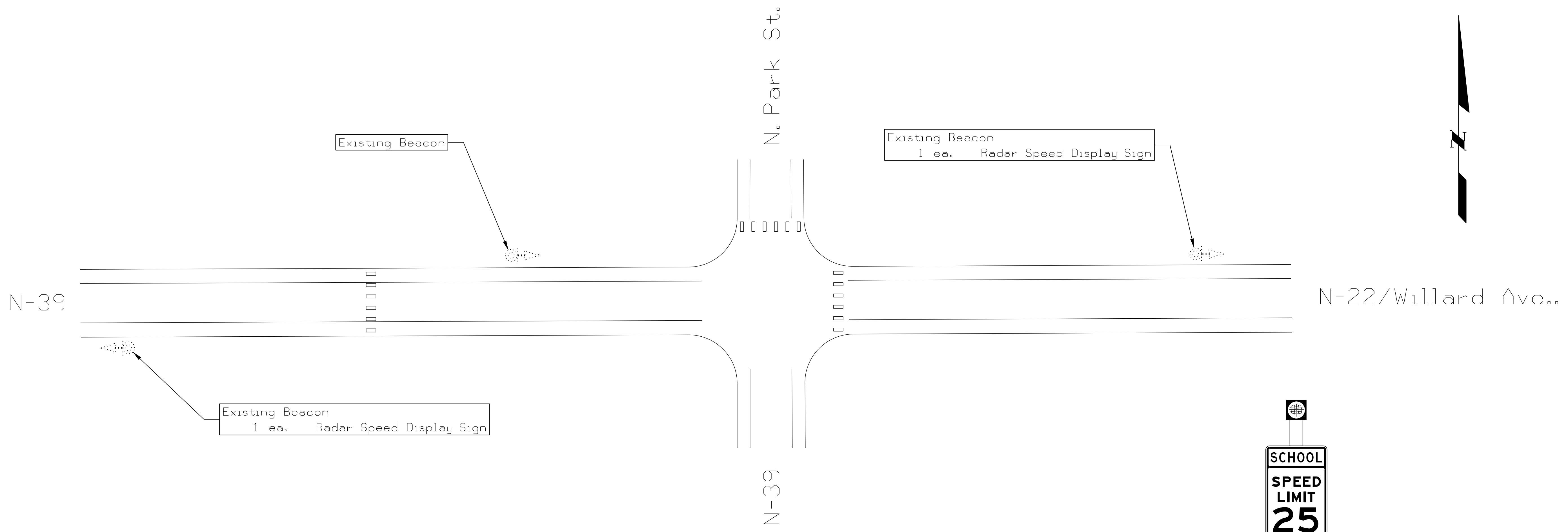
Twin River Public Schools

By: _____
Authorized Board Representative

COMPUTER\$\$\$\$

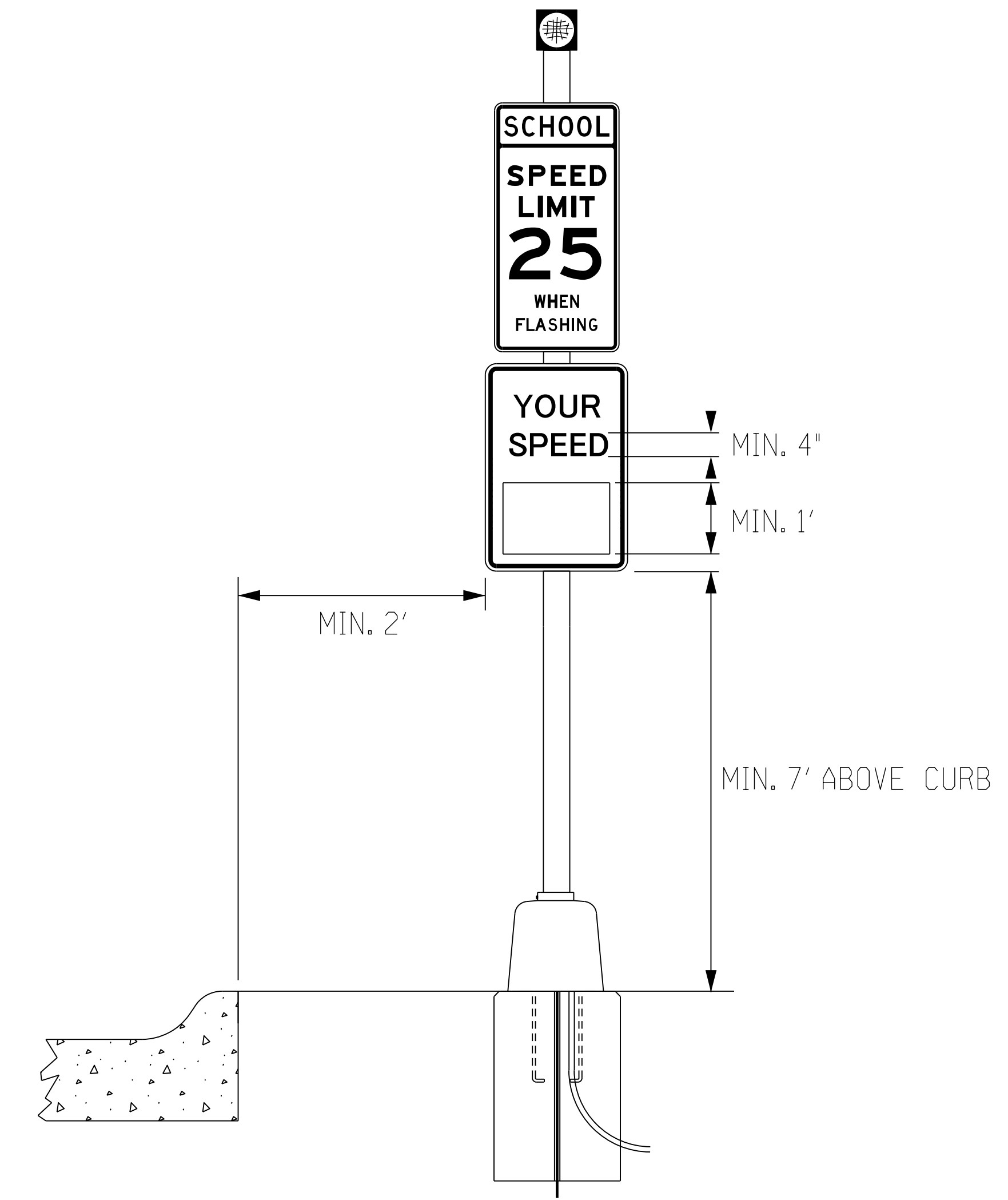
DATE\$\$\$\$\$\$\$\$\$\$\$\$

DGN\$PEC\$\$\$\$\$\$\$\$



NOTE:

- The Operation of the Radar Speed Display Signs and Flashing Beacons Shall be Per Agreement ZL2312.
- The Radar Speed Display Signs Shall Only Operate During the Flashing Operation for the School Speed Limit.



SCHOOL SPEED ZONE &
RADAR SPEED DISPLAY SIGN DETAILS

Project Number

C.N.

TRAFFIC CONTROL PLAN
GENOA
RADAR SPEED DISPLAY SIGN

DESIGNED BY _____ DATE _____

NEBRASKA DEPARTMENT OF TRANSPORTATION - TRAFFIC ENGINEERING DIVISION

PLAN SHEET NUMBER

PROGRAM AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
TWIN RIVER PUBLIC SCHOOL DISTRICT
HIGHWAY N-22/N-39 INTERSECTION WITH PARK STREET
RADAR SPEED DISPLAY SIGN INSTALLATION

THIS AGREEMENT is between Twin River Public School District, hereinafter referred to as the "District," and the State of Nebraska, Department of Transportation, hereinafter referred to as the "State," collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the State is provided with total jurisdiction in matters involving the installation and operation of traffic control devices on State Highway extensions through such corporate areas as provided by Neb.Rev.Stat. §60-6,120, and

WHEREAS, Agreement ZL1203 was executed on the basis of an engineering study that determined three speed zone school flashing beacon systems were warranted at the location of Highway N-22/N-39 intersection of Park Street in the interest of public safety, and

WHEREAS, this Agreement supersedes Agreement ZL1203, executed by State on July 16, 2012; and

WHEREAS, it has been determined that attaching two radar speed display signs to the existing school flashing beacon system is warranted at the location of Highway N-22/N-39 intersection of Park Street in the interest of public safety, and

WHEREAS, District agrees, after construction, to operate and maintain the two radar speed display signs and three speed zone school flashing beacons on Highway N-22/N-39 based on the conditions set out in this Agreement, and

WHEREAS, the District and State are willing to participate in such installation in accordance with the conditions hereinafter provided.

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. District has plans to install two radar speed display signs on Highway N-22/N-39 at the intersection of Park Street (R.P. 73.24). State agrees to provide design standards, plans, and specifications for the proposed installation at no cost to the District.

SECTION 2. The District agrees to furnish and install, or cause to be installed, two radar speed display signs and all other materials and miscellaneous items required at no cost to the State.

SECTION 3. The plans above referred to shall be considered as the minimum requirements of the State and shall be used in the determination of the cost of the radar speed display sign installation.

SECTION 4. If the District performs any part of the work on this project itself, the District agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.Stat. §§48-1101 through 48-1126.

SECTION 5. The District agrees to operate, maintain, and keep in good repair two radar speed display signs and three speed zone school flashing beacons. The District agrees to assume at its own cost all power required for its operation. All repair or replacement parts and materials used in the maintenance of the two signs and beacon system shall comply with State specifications and standards.

SECTION 6. The State shall have sole authority in determining and controlling the sequence and the hours and manner of the two signs and beacon system operation. Both the flashing beacons and radar speed display signs shall operate at the same time. No change in these conditions shall be made without the prior approval of the State, with the exception that the District will turn the beacons and signs off on days when the school is not in session. The hours of operation of the school zone beacons and radar display signs shall be limited to thirty (30) minutes before the start of school, and thirty (30) minutes after the end of school. The flashing beacons and radar speed display signs may be operated during the lunch hour if the campus is not closed.

SECTION 7. The District agrees to remove the flashing beacon equipment and radar speed display signs if conditions change and the flashing beacon equipment and radar speed display signs are no longer considered warranted by the State. The District will retain ownership of the flashing beacon equipment and radar speed display signs if such equipment is removed.

SECTION 8. Severability, the invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 9. Completeness, this Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the District this _____ day of _____, 2023.

WITNESS:

TWIN RIVER PUBLIC SCHOOLS

EXECUTED by the State this _____ day of _____, 2023.

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Daniel J. Waddle, P.E.

Traffic Engineer

RECOMMENDED:
Wesley Wahlgren, P.E.

District 4 Engineer