

ESU 15, as a partner with our area schools and communities, will provide leadership and services to support the improvement of teaching and learning.

REGULAR MEETING September 12, 2023 AT 12:00 PM

AGENDA

1. Opening Procedures
 - a. Call to Order
 - b. Pledge of Allegiance
 - c. Open Meetings Act
 - d. Verification of Publication and Notification
 - e. Roll Call
 - i. Excuse Absent Board Members
2. Comments from Guests
3. Staff Presentations
4. Action Items
 - a. Consent Agenda
 - i. Approve Minutes of August Meeting
 - ii. Approve August and September Bills
 - iii. Approve the August Treasurer's report
 - iv. Approve September Agenda
 - b. Approve Additional 1.0% Allowable Growth
 - c. Approve 2023-2024 Budget of Expenditures
 - d. Approve Resolution to set Final Property Tax Request
 - e. Discuss, consider and take all necessary action to approve a settlement agreement in the matter of Educational Service Unit No. 15 v. Chase County School District No 15-0010.
 - f. Approve Alicap Premium Renewal Payment
 - g. Approve Bentley & Kisker Payment
 - h. Approve US Bank Payment
 - i. Approve Hayes Center Schools Payment
 - j. Approve McCook Schools Payment
 - k. Approve Dundy Co Schools Payment
 - l. Approve ESU 16 SNDEN Payment
 - m. Approve Maywood School Payment
 - n. Approve Wauneta-Palisade Schools Payment
 - o. Approve Imagine Learning Payment
5. Discussion Items

- a. Legislative Update
- 6. Reports
 - a. Administrator
 - i. NASB Region Meeting
 - ii. ESUCC Meetings Sept. 6-7
 - iii. State Board of Education Sept. 8
 - iv. Staffing
 - v. ESU 15 Superintendent Meeting, Sept. 21 & ADCO w/ESU 16, Oct. 10
 - b. Board
 - c. Executive Session:
 - i. Legal discussion pertaining to pending litigation
- 7. Adjournment

The Educational Service Unit Board of Directors reserves the right to go into closed session for purposes in accordance with LB 84-1410(1).

REGULAR MEETING

Tuesday, August 15, 2023 12:00 PM Central

ESU#15 - McCook Office
305 East 1st
McCook, NE 69001

Present: 7, Absent: 3. Present: 6, Absent: 4.

1. Opening Procedures

1.a. Call to Order

President Repass called the meeting to order at 12:00 pm.

1.b. Pledge of Allegiance

Pledge of Allegiance was cited.

1.c. Open Meetings Act

1.d. Verification of Publication and Notification

President Repass advised every one of the open meetings act being posted and available.

1.e. Roll Call

Present were: Nathan Behlke, Marty Conroy, Mary Dueland, Jason Loop, Kate Repass and Allison Sandman. Jesse Stevens arrived at 12:04 pm.

1.e.i. Excuse Absent Board Members

A motion was made by Martin Conroy to excuse absent board members: Burke, Gossen, Harris, seconded by Mary Dueland Motion Passed.

Cheri Burke: Absent, Larry Gossen: Absent, Micheal Harris: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

2. Comments from Guests

3. Staff Presentations

3.a. Angie Dickey, ESU #15 Professional Development

ESU 15, Staff Developer, Angie Dickey, did not make the meeting.

4. Action Items

4.a. Consent Agenda

A motion was made by Allison Sandman to approve the consent agenda, seconded by Nathan Behlke Motion Passed.

Cheri Burke: Absent, Larry Gossen: Absent, Micheal Harris: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

4.a.i. Approve Minutes of June Meeting

4.a.ii. Approve July & August Bills

July Liabilities of \$136,609.61 and Payroll \$76,296.94.

August Liabilities of \$119,405.48 and Payroll of \$73,535.38.

4.a.iii. Approve the June & July Treasurer's report

4.a.iv. Approve August Agenda

4.b. Approve Payment to Paul Calvert

A motion was made by Jason Loop to approve payment to Paul Calvert, seconded by Martin Conroy Motion Passed.

Cheri Burke: Absent, Larry Gossen: Absent, Micheal Harris: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

4.c. Approve ESU #15 Administrator, Phillip Picquet, to be the ESU 15 representative for all local, state and federal programs.

A motion was made by Allison Sandman to approve Phillip Picquet as ESU 15 representative for all local, state and federal programs, seconded by Mary Dueland Motion Passed.

Cheri Burke: Absent, Larry Gossen: Absent, Micheal Harris: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

4.d. Approve NRCSA Membership Renewal

A motion was made by Martin Conroy to abc, seconded by Allison Sandman Motion Passed.

Cheri Burke: Absent, Larry Gossen: Absent, Micheal Harris: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

4.e. Approve annual policy revisions and updates.

A motion was made by Mary Dueland to Approve revisions to Article 4, Section 10, Paragraph J and rescind all Article 5 policies and approve updated Article 5 Policies (Equity & Legal Compliance) as presented., seconded by Jason Loop Motion Passed.

Cheri Burke: Absent, Larry Gossen: Absent, Micheal Harris: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

This new section authorizes the ESU Administrator to take reasonably necessary steps to comply with new legal requirements. Per legal counsel and recommendation, these are necessary updates and changes.

4.f. Approve the 2023-2024 Employee Handbook

A motion was made by Allison Sandman to approve the 2023-2024 ESU #15 Employment Handbook with revisions as presented, seconded by Martin Conroy Motion Passed.

Cheri Burke: Absent, Larry Gossen: Absent, Micheal Harris: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

Mr. Picquet updated the board on the updates to the Employee Handbook for 2023-24.

4.g. Approve staff resignation of Chelsey West.

A motion was made by Nathan Behlke to approve the resignation of Chelsey West, SLP, seconded by Allison Sandman Motion Passed.

Cheri Burke: Absent, Larry Gossen: Absent, Micheal Harris: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

5. Discussion Items

5.a. Legislative Update

Mr. Picquet updated the board on the upcoming legislative session. ESU 15 and ESU 16 will try to get the senators out to talk to Superintendents and Principals. One item to watch is that twenty-five million dollars could be taken out of our general tax fund to send to private schools. One concern is that private schools do not have to do the testing that public schools do. They also don't have to have certified teachers.

5.b. NASB

Mr. Picquet updated the board on the up-coming NASB State Convention which will be November 15th-17th, 2023 in Omaha, NE. The NASB Regional meeting is in North Platte on August 29th. The AESA National Conference is in Anaheim, CA on November 29th - December 1st, 2023.

5.c. December Board Meeting

Mr. Picquet discussed the December Board Meeting. The board decided on holding the December meeting in Enders, NE. Mr. Picquet will start making arrangements with them.

6. Reports

6.a. Administrator

Mr. Picquet updated the board on the budget.

6.b. Board

6.c. Executive Session:

6.c.i. Legal discussion pertaining to pending litigation

A motion was made by Allison Sandman to go in to Executive Session to discuss pending litigation, seconded by Jason Loop Motion Passed.

Cheri Burke: Absent, Larry Gossen: Absent, Micheal Harris: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

A motion was made by Allison Sandman to come out of Executive Session, seconded by Mary Dueland Motion Passed.

Cheri Burke: Absent, Larry Gossen: Absent, Micheal Harris: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

The Board went into executive session to discuss pending litigation to protect the integrity of all involved.

7. Adjournment

The meeting adjourned at 12:57 pm. The next board meeting is September 12, 2023 @ 12:00 PM. ESU 15 in McCook, NE.

ESU 15

Check Listing Report

Payables - 8/31/2023

Check Date	Check Number	Payee	Description	Amount
08/31/2023	35965	Alig, Lacey L	registration	\$79.91
08/31/2023	35966	Beavers, Heather	mileage	\$186.02
08/31/2023	35967	Behlke, Nathan	board mileage	\$70.74
08/31/2023	35968	Bentley & Kisker, PC.	2021-22 audit	\$8,229.00
08/22/2023	35951	Black Hills Energy	mccook-natural gas	\$38.60
08/31/2023	35969	Brenning, Laurie	admin mileage/meal	\$481.67
08/31/2023	35970	Burke, Sharriea	mileage	\$231.87
08/31/2023	35971	Calvert, Sara	mileage	\$719.19
08/31/2023	35972	Capital One	supplies	\$513.00
08/31/2023	35973	Casey & Kristen Malone	rent-imperial building Sept 23-April 24	\$4,400.00
08/31/2023	35974	CB Seamless Gutters & Construction LLC	building maintenance	\$140.00
08/31/2023	35975	CenturyLink (AZ)	telephone	\$80.37
08/31/2023	35976	Chase County Schools	migrant- summer camp	\$3,797.62
08/31/2023	35977	Community First Bank	direct deposit	\$39.60
08/31/2023	35978	Cupp, Arlys	migrant summer camp supplies	\$46.57
08/31/2023	35979	Dickey, Angie	mileage	\$740.36
08/31/2023	35980	Dimas, Alicia	migrant mileage	\$134.93
08/31/2023	35981	Dundy County School	mental health reimbursement	\$11,100.00
08/31/2023	35982	Eakes Office Plus	copies/equipment	\$3,449.95
08/31/2023	35983	Educational Service Unit 16	2023-24 SNDEN	\$23,000.00
08/31/2023	35984	Educational Service Unit Coord Council	simpl fee/espdmgtg-hanon	\$782.21
08/31/2023	35985	Englot, Angie	mileage	\$326.85
08/31/2023	35986	Esch, Barb	mileage	\$382.19
08/31/2023	35987	Great Plains Communications	telephone	\$560.57
08/31/2023	35988	Hanson, John	mileage	\$184.95
08/31/2023	35989	Hayes Center Public School	migrant summer camp/Mental Health	\$13,283.22
08/31/2023	35990	Hillside Perk	supplies	\$328.50
08/31/2023	35991	Hometown Leasing	copier lease	\$293.30
08/31/2023	35992	JourneyED.com, Inc.	adobe licensing	\$500.00
08/31/2023	35993	Krutsinger, Lisa	mileage	\$81.22
08/31/2023	35994	Kunemann, Carol	mileage	\$231.22
08/31/2023	35995	LessonPix Inc	web based software	\$252.00
08/31/2023	35996	Lopez, Aida	mileage	\$959.58
08/31/2023	35997	Maywood Public School	mental health reimbursement	\$22,200.00
08/31/2023	35998	McCook Daily Gazette	legal notice	\$7.10
08/31/2023	35999	McCook Lettering	advertising	\$2,398.00
08/31/2023	36000	McCook Public Schools	Ken Williams presentation/hanson ins	\$9,313.67
08/31/2023	36001	McCorkle, Cynthia	board mileage	\$34.06
08/31/2023	36002	NASB ALICAP	2023-24 ins premium	\$19,725.00
08/31/2023	36003	Nebraska Public Power Dist	utilities- mccook	\$359.26
08/31/2023	36004	Occupational Therapy Services	ot services	\$8,402.75
08/31/2023	36005	Olsen, Tonya	mileage	\$604.57
08/31/2023	36006	Perry, Guthery, Haase & Gess.	legal fees	\$2,425.60
08/31/2023	36007	Picquet, Phillip	mileage	\$39.30
08/31/2023	36008	Repass, Kate	board mileage	\$49.78
08/31/2023	36009	Richardson Industries, Inc.	building maintenance	\$170.75
08/31/2023	36010	Sandman, Allison	board mileage	\$57.64
08/31/2023	36011	Sehnert's Bakery	supplies	\$205.53
08/31/2023	36012	Sheaffer, Janet	migrant summer camp supplies	\$557.54
08/31/2023	36013	SLP Toolkit	web/cloud based software	\$645.00
08/31/2023	36014	Strand, Amy	mileage	\$58.95
08/31/2023	36015	Trails West Texaco	meals/supplies	\$278.43

08/31/2023	36016	USBANK	credit card	\$8,635.92
08/31/2023	36017	Verizon	service coord phone	\$53.52
08/22/2023	35950	Viaero	migrant-phone	\$40.47
08/31/2023	36018	Walker, Kelcey	mileage	\$174.23
08/31/2023	36019	Wauneta-Palisade School	mental health reimbursement	\$11,100.00
08/31/2023	36020	Weimer, Todd	mileage	\$117.90
08/31/2023	36021	Werkmeister, Jessica	mileage	\$104.80

Total Payables 8/31/2023 \$163,404.98

ESU 15

Check Listing Report

Payables -9/12/2023

Check Date	Check Number	Payee	Description	Amount
09/12/2023	36023	City of McCook	utilities-mccook	\$67.61
09/12/2023	36024	EL Achieve Inc	el achieve renewal fee	\$2,030.00
09/12/2023	36025	Esu #15 Cafeteria/125 Plan	admin fees	\$90.00
09/12/2023	36022	Hometown Family Radio	advertising	\$600.00
09/12/2023	36026	Imagine Learning	odysseyware renewal	\$23,100.00
09/12/2023	36027	MOW-Mentum Lawn Services	building upkeep-mowing	\$120.00
09/12/2023	36028	NASB	2023 area membership mtg	\$178.00
09/12/2023	36029	Pristine Clean	cleaning-mccook	\$280.00
09/12/2023	36029	Pristine Clean	cleaning-mccook	\$280.00
09/12/2023	36030	Propio Language Services	migrant language services	\$25.00
09/12/2023	36031	Trails West Texaco	meal	\$71.58
09/12/2023	36032	Village Of Trenton	utilities-trenton	\$761.77
09/01/2023	Liability	Aflac	Aflac After Tax	\$809.19
09/01/2023	Liability	Blue Cross And Blue Shield	BCBS EE+CH HSA	\$27,119.79
09/01/2023	Liability	KUNNEMANN HSA	HSA EE Carol Kunnemann	\$50.00
09/01/2023	Liability	Colonial Life & Accident Insurance Co.	Colonial Life & Acc Ins	\$42.75
09/01/2023	Liability	Community First Bank	NPERS	\$19,022.72
09/01/2023	Liability	Community First Bank-FICA	Federal Withholding	\$8,647.40
09/01/2023	Liability	Community First Bank-FICA	FICA	\$13,132.30
09/01/2023	Liability	Community First Bank-FICA	Medicare	\$3,071.26
09/01/2023	Liability	McCORKLE HSA	HSA EE Cynthia McCorkle	\$100.00
09/01/2023	Liability	Esu #15 Cafeteria/125 Plan	Cafeteria 125	\$1,866.68
09/01/2023	Liability	LegalShield, Inc	Pre-pd ID shield	\$79.80
09/01/2023	Liability	MASA Global Building	MASA	\$230.00
09/01/2023	Liability	MG Trust Company	MG 403(b)	\$3,500.00
09/01/2023	Liability	Nebraska Depart. Of Revenue	State Withholding - NE	\$3,829.58
09/01/2023	Liability	Principal Life Insurance Co.	LTD	\$199.57
09/01/2023	Liability	BURKE HSA	HSA EE SHARRIEA BURKE	\$160.00
09/01/2023	Liability	Vision Service Plan (CT)	Vision- Family- 125	\$179.15
Sub Total			Total Payables	\$109,644.15
			Payroll	\$71,671.76
			Total Expenditures	\$181,315.91

Aug 2023

Treasurer Report

Balances as of Aug 22, 2023

Checking Account-ESU#15	\$ 700,167.29	Comm First Bank Balance-ESU#15	\$ 700,167.29
Money Market-Comm First Bank	\$ 2,146,096.19	-Outstanding checks	\$14,117.95
Total	\$ 2,846,263.48	-Aug 31 & Sept 2023 checks	\$ 344,720.89
		Total	\$ 341,328.45

Outstanding Checks

Date	Check #	Description	Amount
6/13/2022	34876	Cherie McClintock	\$75.00
1/11/2023	35423	Trails West Texaco	\$38.16
6/15/2023	35775	Angie Englot	\$487.98
6/15/2023	35809	Thompson, Aaron	\$30.00
7/12/2023	35849	Angie Englot	\$84.50
7/12/2023	35896	Wallace Public Schools	\$403.48
8/8/2023	35917	Chase County Schools	\$617.02
8/8/2023	35919	Comfort Inn	\$1,169.55
8/8/2023	35922	Dundy County School	\$1,880.44
8/8/2023	35938	NRCSA	\$850.00
8/8/2023	35939	Occupational Therapy Services	\$8,402.75
8/22/2023	35950	Viaero	\$40.47
8/22/2023	35951	Black Hills Energy	\$38.60
Total Outstanding			\$14,117.95

Receipts

Date	Description	Amount
7/27/2023	State of NE-PEaK	\$16,592.91
	State of NE-Service Coord	\$10,558.72
7/31/2023	Community First Bank	\$57.41
8/9/2023	Lincoln Co Treasurer	\$173.82
8/14/2023	Frontier Co Treasurer	\$557.22
	Hitchcock Co Treasurer	\$1,574.50
	Chase Co Treasurer	\$1,403.76
8/15/2023	Jaci Wright	\$650.00
	Petty Cash	\$100.00
	Furnas Co Treasurer	\$684.65
	Dundy Co Treasurer	\$1,264.11
	Red Willow Co Treasurer	\$2,067.73
8/18/2023	McCook Schools	\$8,512.00
	Hitchcock Co Schools	\$8,166.88
	Wauneta-Palisade Schools	\$9,302.38
	Maywood School	\$15,707.22
	Medicine Valley Schools	\$10,460.21
	Dundy Co Schools	\$15,463.59
	Southwest Schools	\$9,043.42
	Hayes Co Treasurer	\$1,562.62
	ESU 16	\$4,619.52
	ESU 16	\$2,309.76
	Hayes Center School	\$6,290.92
8/22/2023	Community First Bank	\$194.79
	Community First Bank-MM	\$2,243.70
Total Outstanding		\$129,561.84

2022-23

Taxes Collected

	Budget Amt.	September	October	November	December	January	February	March	April	May	June	July	Aug	% PAID	BALANCE
Chase	\$207,519.59	25,957.46	14,250.10	1,493.34	888.11	55,553.53	15,092.91	15,319.83	7,735.48	39,780.52	25,602.69	1,166.37	1,403.76	0.98	(\$3,337.44)
Dundy	\$137,423.69	29,236.05	9,882.12	462.85	625.41	23,919.30	12,317.66	7,241.77	11,528.14	24,227.31	14,654.53	714.42	1,264.11	0.99	\$1,350.02
Frontier	\$78,335.43	13,993.39	3,415.22	739.63	202.43	20,434.45	4,604.29	4,758.08	3,367.05	17,477.47	7,465.10	557.03	557.22	0.99	\$764.07
Furnas	\$12,942.48	2,209.01	859.72	298.30	0.00	3,383.10	854.98	705.13	203.97	3,464.69	1,145.30	0.00	684.65	1.07	(\$866.37)
Hayes	\$75,470.80	11,488.86	3,544.59	1,256.21	1,532.50	18,068.01	7,631.67	5,361.98	2,145.47	12,818.82	8,864.92	660.73	1,562.62	0.99	\$534.42
Hitchcock	\$113,553.41	22,352.15	4,640.34	852.13	429.59	22,945.36	10,807.74	2,037.36	8,057.72	28,703.96	8,546.25	760.15	1,574.50	0.98	\$1,846.16
Lincoln	\$36,352.99	7,781.91	1,650.98	296.57	36.64	8,360.21	1,419.90	1,867.51	1,111.87	9,421.43	3,538.88	190.96	173.82	0.99	\$502.31
Perkins	\$18.38									36.20				1.97	(\$17.82)
Red Willow	\$200,906.66	37,874.33	6,470.04	2,428.34	797.44	39,392.52	11,246.60	5,319.63	8,002.79	61,645.35	18,804.57	2,794.29	2,067.73	0.98	\$4,063.03
Total	\$862,523.44	150,893.16	44,713.11	7,827.37	4,512.12	192,056.48	63,975.75	42,611.29	42,152.49	197,575.75	88,622.24	6,843.95	9,288.41	99%	\$11,451.32

Dundy Co Pro-rated payment from CRA

\$4,005.34
\$4,364.70
 \$8,370.04

ESU 15, as a partner with our area schools and communities, will provide leadership and services to support the improvement of teaching and learning.

REGULAR MEETING September 12, 2023 AT 12:00 PM

AGENDA

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 - b. Pledge of Allegiance
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6. Reports
- a. Administrator
 - b. Board
 - c. Executive Session:
 - i. Legal discussion pertaining to pending litigation
7. Adjournment

The Educational Service Unit Board of Directors reserves the right to go into closed session for purposes in accordance with LB 84-1410(1).

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made effective as of September 12, 2023, by and between **EDUCATIONAL SERVICE UNIT NUMBER 15** ("ESU 15") and **CHASE COUNTY SCHOOL DISTRICT NUMBER 15-0010 commonly known as CHASE COUNTY SCHOOLS** (the "District") (collectively, the "Parties").

RECITALS

A. WHEREAS, ESU 15 was engaged in a contractual relationship with the District to provide special education related services during the 2020-21 school year; and

B. WHEREAS, ESU 15 believes in good faith that it has provided special education and related services to students for whom the District was the local educational agency during the 2020-21 school year; and

C. WHEREAS, the District believes in good faith that the documentation provided by ESU 15 related to these services was insufficient in the event a family were to file a claim against the District pursuant to NEB. ADMIN. R.& REGS. tit 92, ch 51 § 007.05E4 or 34 C.F.R. § 300.508; and

D. WHEREAS, ESU 15 has filed a complaint in Chase County District Court captioned *EDUCATIONAL SERVICE UNIT NUMBER 15 v. CHASE COUNTY SCHOOL DISTRICT NUMBER 15-0010, a/k/a CHASE COUNTY SCHOOLS, Case No. CI 21-36* seeking to recover payment pursuant to the contract between the Parties for the 2020-21 school year; and

E. WHEREAS, the statute of limitations period has passed for claims pursuant to the above-referenced provisions of law; and

F. WHEREAS, the Parties wish to put aside this dispute and work collaboratively for the benefit of students who reside within their shared geographic boundaries; and

G. WHEREAS, the Parties wish to resolve the issues presented by the above-referenced litigation under the terms and conditions set forth in this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth herein, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Recitals Incorporated Herein. The foregoing recitals are incorporated herein by this reference with the same force and effect as if the same were set forth in the body of this Agreement section in their entirety.

2. Payment by District. In consideration of the mutual covenants, promises, and conditions set forth herein, the District will remit a single payment of \$120,000 in the form of a check payable to Educational Service Unit No. 15 no later than September 30, 2023. The Parties agree that this amount is paid to ESU 15 for special education and related services provided to students for whom the District was the local education agency during the 2020-21 school year. The parties further agree that for purposes of 34 CFR § 300.203, this payment constitutes the expenditure of funds for the education of children with disabilities who were legal residents of the District during the 2020-21 school year.

3. Resolution of Case No. CI 21-36. The Parties agree that, within five business days of receipt of the check identified in Paragraph 2 of this Agreement, ESU 15 shall cause to be filed with the District Court of Chase County, Nebraska a motion requesting that Case No. CI 21-36, and all related or underlying claims presented by ESU 15 be dismissed, with prejudice, and with each party to pay their own costs.

4. Mutual Release of Claims. In consideration of the mutual covenants, promises, and conditions set forth herein, ESU 15 on behalf of itself and on behalf of its officers, board members, administrators, employees, agents, representatives, successors, and assigns hereby releases, discharges and forever acquits the District and its officers, board members, administrators, employees, agents, representatives, successors, and assigns from all claims, demands, and actions arising out of and/or related in any way, either directly or indirectly, to the provision of special education and related services to students for whom the District served as the local education agency during the 2020-21 school year and pursuant to any contract related to those services. This release includes, but is not limited to all demands, rights, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, losses, expenses, and causes of action, of every kind and nature, which ESU 15 now has or may have at any time in the future, known or unknown, that arise out of, or are related to, the provision of special education and related services to students for whom the District served as the local education agency during the 2020-21 school year. This release does not waive claims for breach of this Agreement.

In consideration of the mutual covenants, promises, and conditions set forth herein, the District, on behalf of itself and on behalf of its officers, board members, administrators, employees, agents, representatives, successors, and assigns hereby releases, discharges and forever acquits ESU 15 and its officers, board

members, administrators, employees, agents, representatives, successors, and assigns from all claims, demands, and actions arising out of and/or related in any way, either directly or indirectly, to the provision of special education and related services to students during the 2020-21 school year and pursuant to any contract related to those services. This release includes, but is not limited to all demands, rights, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, losses, expenses, and causes of action, of every kind and nature, which the District now has or may have at any time in the future, known or unknown, that arise out of, or are related to, the provision of special education and related services to the District and its students during the 2020-21 school year. This release does not waive claims for breach of this Agreement.

5. Scope of Release. No error in describing the Parties' relationship, dispute, or subsequent proceedings shall be deemed material in enforcing the intent of the Parties in obtaining a full, final, and complete settlement and release of any and all claims or potential claims, known or unknown, described herein.

6. No Admission of Liability. This Agreement is in full accord and satisfaction of disputed claims, and is not to be construed in any way as an admission of liability or fault of any Party, each of whom specifically denies any liability or fault. This Agreement, or any action taken pursuant to this Agreement, shall not be offered as evidence in any action or proceeding as an admission of liability or wrongdoing by any Party hereto; nor shall this Agreement constitute any evidence of the nature or extent of the alleged damages or of the claim of causation. This Agreement shall be admissible in any action to enforce this Agreement.

7. Successors and Assigns. This Agreement shall be binding upon and insure to the benefit of the Parties, and each of their respective insurers, legal representatives, heirs, successors, assigns, representatives, and agents.

8. Entire Agreement. This Agreement fully incorporates the entire agreement and understanding of the Parties, and there are no other oral or written agreements or understandings in effect among the Parties relating to the subject matter of this Agreement. This Agreement supersedes all prior statements, representations, or warranties, oral or written, express or implied regarding the subject matter of this Agreement; and no promise, representation, or agreement not expressed in this Agreement has been made to any Party. In executing this Agreement, each Party is relying solely upon their own judgment and advice of their respective counsel.

9. Construction. Each Party agrees that it has had an opportunity to consider each and every term of this Agreement, and that this Agreement should not be construed for or against any Party.

10. Governing Law and Choice of Forum. All aspects of this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Nebraska, without regard to its choice of law rules. Any action between the Parties concerning causes of action arising from or related to this Agreement must be brought solely and exclusively in a trial court located within Nebraska; and the Parties hereby waive any objection to the jurisdiction of such courts over causes of action arising from or related to this Agreement, including but not limited to objections on the basis of lack of personal jurisdiction, improper venue, or *forum non conveniens*.

11. Headings. The headings in this Agreement are inserted for convenience or reference only and are not intended to limit or affect the meaning or interpretation of this Agreement.

12. Counterparts and Copies. This Agreement may be executed in one or more identical counterparts, any and all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as but a single instrument. A facsimile or electronic copy of the original signature of the authorized representative shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties have caused this SETTLEMENT AGREEMENT AND RELEASE to be effective as of the date set forth above.

**CHASE COUNTY SCHOOL DISTRICT NUMBER. 15-0010, commonly known as
CHASE COUNTY SCHOOLS**

By: _____
Adam Lambert, Superintendent

Date: _____

EDUCATIONAL SERVICE UNIT NUMBER 15

By: _____
Phillip Picquet, Administrator

Date: _____