

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 May 14, 2024 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 April Meeting
 - ii. Approve May Bills
 - iii. Approve the April Treasurer's report
 - iv. Approve May Agenda
 - b. Approve ESUCC Master Service Agreement.
 - c. Approve Harris Annual Maintenance
 - d. Approve OnToCollege Payment
5. Discussion Items
 - a. Legislative Update
6. Reports
 - a. Administrator
 - b. Board
 - c. Executive Session:
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, April 16, 2024 12:00 PM Central

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

Present: 9, Absent: 1.

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 confirmed the meeting was advertised according to policy.

1.e. Roll Call

Present were: Nathan Behlke, Marty Conroy, Mary Dueland, Michael Harris, Jon Letchenberg, Jason Loop, Kate Repass, Allison Sandman and Jesse Stevens.

1.e.i. Excuse Absent Board Members

A motion was made by Allison Sandman to excuse absent board member Gossen, seconded by Jesse Stevens Motion Passed.

Larry Gossen: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Michael Harris: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 9, Nay: 0, Absent: 1

Absent board members: Gossen

2. Comments from Guests

3. Staff Presentations-Carol Kunnemann

ESU 15's Early Childhood & Transition Specialist, Carol Kunnemann, updated the board on Early Childhood and Transition. The EC services kids from the age of birth to 5 and Transition services ages 14-21.

With Early Childhood, they go into preschools and work with kiddos that qualify for special needs. They look at developmental areas with Speech, OT, PT. The PRT team does activities in hospitals, libraries, walk in parades, to promote Early Childhood services.

With Transition, they work with students and adults that are 14–21 years of age and have Individual Education Plans. Carol works with older kids on what they want to do after high school. The students do surveys to help them figure out what jobs they have an interest in, and then Carol works on getting employers to come talk to students that are in those professions.

Transition has a grant that helps with these services.

4. Action Items

4.a. Consent Agenda

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

Larry Gossen: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Michael Harris: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 9, Nay: 0, Absent: 1

4.a.i. Approve Minutes of March Meeting

4.a.ii. Approve April Bills

April Liabilities \$128,059.18 and Payroll \$69,001.91.

4.a.iii. Approve the March Treasurer's report

4.a.iv. Approve April Agenda

4.b. Approve contract of Phillip Picquet, ESU 15 Administrator.

A motion was made by Martin Conroy to approve contract of Phillip Picquet, ESU 15 Administrator, seconded by Mary Dueland Motion Passed.

Larry Gossen: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Michael Harris: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 9, Nay: 0, Absent: 1

4.c. Approve ESU 15 Master Calendar.

A motion was made by Allison Sandman to approve ESU 15 Master Calendar, seconded by Nathan Behlke Motion Passed.

Larry Gossen: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Michael Harris: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 9, Nay: 0, Absent: 1

4.d. Approve Occupational Therapy Services LLC Contract

A motion was made by Jesse Stevens to approve Occupational Therapy Services LLC contract, seconded by Michael Harris Motion Passed.

Larry Gossen: Absent, Nathan Behlke: Yea, Martin Conroy: Yea, Mary Dueland: Yea, Michael Harris: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 9, Nay: 0, Absent: 1

5. Discussion Items

6. Reports

6.a. Administrator

Mr. Picquet updated the board on Breanna Hawks. Breanna took a job at North Platte School. We will now be looking at hiring a new reading specialist. There is a big push for reading.

Mr. Picquet updated the board on the Legislative session. LB304-professional dues paid must be public.

On April 22, 2024, Justin Knight will be discussing all the educational legislation.

The 2024 National Conference will be held in Orlando, FL in December 2024.

Mr. Picquet is trying to put together an end of the year meeting with the principals and superintendents. He is looking at the last week in May or first week in June.

The ESUCC leadership is changing as Lorraine Polk will be the new Executive Director.

6.b. Board

Allison Sandman-Steering committee met before the board meeting. They have been working on surveys and school improvement.

6.c. Executive Session:

7. Adjournment

The meeting adjourned at 12:39 pm and the next board meeting is May 14, 2024, @ noon.

ESU 15

Check Listing Report

Payables 5/14/2024

Check Date	Check Number	Payee	Description	Amount
05/14/2024	36584	Ambience Counseling Center, LLC	mental health services-dcs	\$1,663.11
05/14/2024	36585	Beavers, Heather	mileage	\$975.52
05/14/2024	36586	Behlke, Nathan	board mileage	\$72.36
05/14/2024	36587	Burke, Sharriea	mileage	\$983.12
05/14/2024	36588	Calvert, Sara	mileage	\$885.85
05/14/2024	36589	Capital One	supplies	\$161.78
05/14/2024	36590	CenturyLink (AZ)	telephone	\$80.30
05/14/2024	36591	Chase County Schools	migrant-after school	\$1,681.84
05/14/2024	36592	City of McCook	utilities-mccook	\$68.93
05/14/2024	36593	Community First Bank	direct deposit fee	\$39.60
05/14/2024	36594	Cortney Crocker	mileage	\$560.99
05/14/2024	36595	Days Inn & Suites	hotel-dickey	\$202.00
05/14/2024	36596	Delaney Quality Consultants	title III-IE supplies	\$854.97
05/14/2024	36597	Dickey, Angie	mileage	\$681.69
05/14/2024	36598	Educational Service Unit 9	state quiz bowl	\$170.00
05/14/2024	36599	Englot, Angie	mileage	\$629.80
05/14/2024	36600	Esch, Barb	mileage	\$464.76
04/29/2024	36583	Great Plains Communications	telephone	\$600.80
05/14/2024	36601	Great Plains Communications	telephone-imperial	\$70.95
05/14/2024	36602	Hanson, John	mileage	\$353.92
05/14/2024	36603	Harris School Solutions	annual fee	\$10,652.83
05/14/2024	36604	Harris, Michael	board mileage	\$16.08
05/14/2024	36605	Holthus, Caitlin	prt mileage-asd conf	\$176.57
05/14/2024	36606	Hometown Family Radio	advertising	\$600.00
05/14/2024	36607	Hometown Leasing	copier lease	\$293.30
05/14/2024	36608	Imagine Learning	odysseyware-summer	\$2,000.20
05/14/2024	36609	Krutsinger, Lisa	mileage	\$1,080.71
05/14/2024	36610	Kunemann, Carol	mileage	\$1,061.39
05/14/2024	36611	Lechtenberg, Jon	board mileage	\$83.08
05/14/2024	36612	Lopez, Aida	migrant-mileage	\$625.11
05/14/2024	36613	Lucero, Levi	snow removal	\$600.00
05/14/2024	36614	McCook Daily Gazette	legal notice	\$14.41
05/14/2024	36615	McCook Evengelical Church	all school in-service day	\$350.00
05/14/2024	36616	McCook Public Schools	hanson ins	\$871.41
05/14/2024	36617	MIDTESOL	title III-registration	\$239.00
04/17/2024	36569	Moreland, Mike and Jane	imperial rent-march-aug, 2024	\$3,450.00
05/14/2024	36618	MOW-Mentum Lawn Services	building upkeep-mowing	\$60.00
05/14/2024	36619	NASB	2024-leadership & law conf	\$185.00
05/14/2024	36620	National Assoc of Bilingual Educ	title III supplies	\$1,466.00
05/14/2024	36621	Nebraska Council of School Administrators	2024-25 membership/legal/pdo	\$545.00
05/14/2024	36622	Nebraska Public Power Dist	utilities-mccook	\$142.32
05/14/2024	36623	O'Dea Family Beef	meal	\$100.00
05/14/2024	36624	Occupational Therapy Services	ot services	\$8,402.75
05/14/2024	36625	Olsen, Tonya	mileage	\$902.70
05/14/2024	36626	On To College	act prep	\$17,654.00
05/14/2024	36627	Paper101	supplies-paper	\$570.30
05/14/2024	36628	Pearson, Kimberly	migrant-mileage	\$140.70
05/14/2024	36629	Picquet, Phillip	mileage	\$346.55
05/14/2024	36630	Pristine Clean	cleaning-mccook	\$640.00
05/14/2024	36631	Propio Language Services	migrant language services	\$25.00
05/14/2024	36632	Rainbow Promise Preschool	migrant-contracted services	\$120.00
05/14/2024	36633	Red River Press Inc.	title III-IE supplies	\$880.00

05/14/2024	36634	Repass, Kate	board mileage	\$50.92
05/14/2024	36635	Richardson, Cynthia	admin/board mileage	\$237.85
05/14/2024	36636	S & S Lock and Key	imperial keys	\$240.00
05/14/2024	36637	Sandman, Allison	board mileage	\$58.96
05/14/2024	36638	Sehnert's Bakery	supplies-board	\$316.83
05/14/2024	36639	Strand, Amy	mileage	\$166.16
05/14/2024	36640	Trails West Texaco	meal	\$132.86
05/14/2024	36641	University of Nebraska	asd network state conf	\$220.00
05/14/2024	36642	USBANK	credit card	\$1,939.47
05/14/2024	36643	Verizon	phone-service coord	\$53.63
05/14/2024	36644	Viaero	migrant-phone	\$40.12
05/14/2024	36645	Village Of Trenton	utilities-trenton	\$291.60
05/14/2024	36646	Walker, Kelcey	mileage	\$802.96
05/14/2024	36647	Weimer, Todd	mileage	\$324.28
05/14/2024	36648	Werkmeister, Jessica	mileage	\$596.88
05012024	Liability	Aflac	Aflac After Tax	\$897.62
05012024	Liability	Blue Cross And Blue Shield	BCBS EE+CH HSA	\$31,785.40
05012024	Liability	KUNNEMANN HSA	HSA EE Carol Kunnemann	\$50.00
05012024	Liability	Colonial Life & Accident Insurance Co.	Colonial Life & Acc Ins	\$42.75
05012024	Liability	Community First Bank	NPERS	\$21,403.97
05012024	Liability	Community First Bank-FICA	Federal Withholding	\$8,516.77
05012024	Liability	Community First Bank-FICA	FICA	\$13,122.90
05012024	Liability	Community First Bank-FICA	Medicare	\$3,069.04
05012024	Liability	RICHARDSON HSA	HSA EE Cynthia McCorkle	\$100.00
05012024	Liability	Esu #15 Cafeteria/125 Plan	Cafeteria 125	\$1,866.68
05012024	Liability	Direct Deposit	Direct Deposit	\$70,810.24
05012024	Liability	BRENNING HSA	HSA EE Laurie Brenning	\$223.00
05012024	Liability	LegalShield, Inc	Pre-pd ID shield	\$71.80
05012024	Liability	MASA Global Building	MASA	\$70.00
05012024	Liability	MG Trust Company	MG 403(b)	\$3,725.00
05012024	Liability	Nebraska Depart. Of Revenue	State Withholding - NE	\$3,494.22
05012024	Liability	Principal Life Insurance Co.	LTD	\$268.29
05012024	Liability	BURKE HSA	HSA EE SHARRIEA BURKE	\$160.00
05012024	Liability	Vision Service Plan (CT)	Vision- Adjustment-125	\$199.81
			Total Payables	\$230,846.71
			Payroll	\$70,810.24
			Total Expenditures	\$301,656.95

2023-24

Taxes Collected

	Budget Amt.	September	October	November	December	January	February	March	April	May	June	July	Aug	% PAID	BALANCE
Chase	\$216,146.09	28,694.02	13,823.17	2,331.95	1,191.96	53,466.51	27,231.05	4,706.69	2,855.75					0.62	\$81,245.53
Dundy	\$140,294.73	27,132.24	12,342.41	1,384.94	283.24	23,138.47	14,956.62	4,653.23	2,614.34					0.62	\$53,789.24
Frontier	\$87,059.09	12,864.59	5,580.04	250.21	228.94	18,840.23	4,393.91	5,774.58	1,883.17					0.57	\$37,243.42
Furnas	\$14,327.96	1,459.28	914.09	338.66	0.00	3,831.25	342.97	1,091.25	1,124.33					0.64	\$5,226.13
Hayes	\$78,126.88	12,133.69	4,529.80	1,149.49	344.37	18,293.66	7,720.38	2,573.52	6,411.67					0.68	\$24,970.30
Hitchcock	\$120,621.17	23,038.86	5,280.75	1,259.40	550.42	26,350.93	12,517.81	2,582.47	7,964.70					0.66	\$41,075.83
Lincoln	\$37,661.02	7,749.69	2,474.74	66.49	226.07	8,163.72	1,485.71	2,070.05	632.16					0.61	\$14,792.39
Perkins	\$21.59		0.01			0.01	1.18		1.20					0.11	\$19.19
Red Willow	\$215,546.63	41,227.00	6,039.88	3,171.97	518.05	36,916.12	13,647.16	13,125.33	7,225.25					0.57	\$93,675.87
Total	\$909,805.16	154,299.37	50,984.89	9,953.11	3,343.05	189,000.90	82,296.79	36,577.12	30,712.57	0.00	0.00	0.00	0.00	61%	\$352,637.36

Apr-24

Treasurer Report

Balances as of Apr 23, 2024

Checking Account- ESU#15	\$ 1,076,113.78	Comm First Bank Balance-ESU#15	\$ 1,076,113.78
Money Market-Comm First Bank	\$ 179,707.99	-Outstanding checks	\$19,940.14
Flex Accts	\$2,000,000.00	May 2024 checks	\$ 301,656.95
Total	3,255,821.77	Total	\$ 754,516.69

Outstanding Checks

Date	Check #	Description	Amount
6/13/2022	34876	Cherie McClintock	\$ 75.00
12/7/2023	36210	Angie Englot	\$ 1,025.49
12/7/2023	36239	Kate Repass	\$ 49.78
3/11/2024	36448	Angie Englot	\$ 762.46
4/1/2024	36502	Credit Management Services Inc.	\$ 107.49
4/16/2024	36512	Lacey L Alig	\$ 79.20
4/16/2024	36513	Ambience Counseling Center, LLC	\$ 2,584.39
4/16/2024	36515	Black Hills Energy	\$ 190.07
4/16/2024	36530	Angie Englot	\$ 613.05
4/16/2024	36535	Michael Harris	\$ 16.08
4/16/2024	36536	Hill's Family Foods	\$ 18.54
4/16/2024	36542	Marriott Hotels & Resorts	\$ 107.00
4/16/2024	36547	Occupational Therapy Services	\$ 8,402.75
4/16/2024	36550	Pristine Clean	\$ 800.00
4/16/2024	36552	Kate Repass	\$ 50.92
4/16/2024	36554	Justine Richardson	\$ 400.00
4/16/2024	36558	Sehnert's Bakery	\$ 252.45
4/16/2024	36559	Strand, Amy	\$ 202.34
4/16/2024	36563	Verizon	\$ 53.65
4/16/2024	36566	Walker, Kelcey	\$ 699.48
4/17/2024	36569	Moreland, Mike & Jane	\$ 3,450.00
		Total Outstanding	\$19,940.14

Receipts

Date	Description	Amount
3/28/2024	ESU 16-MOU	\$2,329.50
3/29/2024	State of NE- Core Services	\$11,268.58
4/8/2024	Perkins Co. Treasurer	\$1.20
4/9/2024	Hayes Center Schools	\$16631.99
4/10/2024	Lincoln Co Treasurer	\$632.16
4/11/2024	Hitchcock Co Treasurer	\$7964.70
	Frontier Co Treasurer	\$1883.17
	Chase Co Treasurer	\$2855.75
	McCook Schools	\$9,726.88
	Southwest Schools	\$17,899.99
	Medicine Valley Schools	\$19688.47
	Maywood Schools	\$18042.12
4/15/2024	Red Willow Co Treasurer	\$7,225.25
4/16/2024	Furnas Co Treasurer	\$1,124.33
	Dundy Co Treasurer	\$2,614.34
	Hayes Co Treasurer	\$6,411.67
	Wauneta/Palisade Schools	\$23,031.67
	Hitchcock Co Schools	\$26,350.93
4/17/2024	State of NE-Title III Grant	\$39,459.00
	NASB-refund	\$67.00
4/19/2024	Dundy Co Schools	\$25,181.42
	ESU 16-MOU	\$2,329.50
	Perkins Co School	\$2,219.50
4/22/2024	State of NE- Service Coord	\$5,648.98
4/23/2024	Community First Bank	\$386.13
	Community First Bank-MM	\$192.79
	Total Outstanding	\$251,167.02

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 May 14, 2024 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 April Meeting
 - ii. Approve May Bills
 - iii. Approve the April Treasurer's report
 - iv. Approve May Agenda
 - b. Approve ESUCC Master Service Agreement.
 - c. Approve Harris Annual Maintenance
 - d. Approve OnToCollege Payment
5. Discussion Items
 - a. Legislative Update
6. Reports
 - a. Administrator
 - b. Board
 - c. Executive Session:
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).

**2024-2025 Master Services Agreement
Between the
Educational Service Unit Coordinating Council and
Educational Service Unit __**

THIS MASTER SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2024 (“effective date”) by and between THE EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL, a political subdivision of the State of Nebraska, hereinafter referred to as “the Council” or “the ESUCC,” and EDUCATIONAL SERVICE UNIT NO. ____, a political subdivision of the State of Nebraska referred to as “the ESU.”

Recitals

Whereas, ESUCC is charged by NEB. REV. STAT. § 79-1245 with the administration of statewide education initiatives and provision of statewide education services;

Whereas, the ESU wishes to receive certain services and participate in certain Projects that are conducted by the ESUCC; and

Whereas, the ESU wishes to have certain services and initiatives made available to its member school districts.

Now, therefore, the ESUCC and the ESU agree as follows:

1. General Provisions

- a. Purpose. The purpose of this Agreement is to establish the general terms and conditions applicable to the education initiatives, services and projects (collectively “Projects”) which ESUCC supplies to the ESU for the 2024-25 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESU CC’s Projects.
- b. Participation in Individual Projects. This Agreement outlines several Projects which ESUCC has undertaken for the statewide benefit of Nebraska educational service units and their member school districts. Other than the statewide core service initiatives designated herein as required by Rule 84 of the Nebraska Department of Education, the ESU may choose to participate in some, but not all of the Projects referenced by this Agreement. The ESU shall indicate its intention to participate in a particular Project by marking, where indicated, each Project in which it wishes to participate or make available to its member school districts. ESUCC is only obligated to provide services to the ESU for the Projects which the ESU has marked as provided herein.
- c. Term. The term of this Agreement shall be one (1) year, commencing on August 1, 2024 and ending on July 31, 2025.

- d. Provision of Services by ESUCC's Agents. The ESUCC may contract with third parties to provide some or all of the services described in this Agreement. The ESU hereby expressly agrees to the provision of those services by said third-party agents and agrees to cooperate with all agents of ESUCC in the implementation of such Projects including, but not limited to, invoicing, payment and administration necessary for the delivery of Project services in the name of ESUCC.
- e. Compliance with State Law. Each Party will comply with applicable laws in its performance hereunder and will advise the other of changes in laws that concern the conduct of the Projects and services contemplated by this Agreement. Each Party shall obtain and maintain all approvals required to perform its obligations under this Agreement.
- f. Right to Make Changes. ESUCC reserves the right in its sole discretion, to make changes to the operation of each of the individual Projects referred to herein, including, but not limited to, an increase in the fees charged for particular Projects, if the ESUCC determines that such fee increase is necessary for the continued operation of the particular Project, provided, however, that no such change shall have a material adverse impact on the ESU.
- g. New Projects. In the event ESUCC determines to offer a new Project during the term of this Agreement and the ESU wishes to participate in said new Project, the parties may describe the new Project in writing and incorporate that writing as a formal addendum to this Agreement.
- h. Amendments in Writing. Notwithstanding any provision of this Agreement to the contrary, any amendment to this Agreement must be in writing and signed by an authorized representative of each Party. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.
- i. Indemnification. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- j. Assignment. The ESU shall not assign any right or delegate any obligation arising hereunder without the prior written consent of ESUCC. This provision does not prevent the ESU from allowing its member school districts to participate in some or all of the Projects described herein.
- k. Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of and be enforceable by each Party hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- i. Entire Agreement. This Agreement supersedes and replaces all prior agreements or understandings and constitutes the entire agreement between the Parties concerning the subject matter hereof; there are no other agreements, understandings, or representations, whether written or oral, between the ESU and ESUCC concerning the subject matter addressed herein.
- m. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.
- n. Nondiscrimination. The parties shall not discriminate against any employee or applicant who is to be employed for performance of this MOU 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.
- o. 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.

2. Professional Development Project (ESUPDO Project)

- a. Purpose of Professional Development Projects. One of the core services provided to school districts is professional development of their staff. Pursuant to Rule 84 of the Nebraska Department of Education, all ESUs are required to participate in statewide core service initiatives as established by the ESU Coordinating Council as a condition of accreditation. The ESUPDO Project is one of the mandatory statewide core service initiatives undertaken by the ESUCC. Mandatory participation includes financial support of the project pursuant to the terms set forth in this section.
- b. Professional Development Planning Committee. The ESUCC shall appoint educators and other experts to a Professional Development Planning Committee. The initial committee shall consist of members who possess expertise in professional development and specific curriculum areas including members from NDE and statewide initiatives/projects at the discretion of the ESUCC and its Executive Director. The Professional Development Planning Committee shall provide the ESUCC's Executive Director with suggestions and input on technical and other matters related to professional development and specific special projects involving educators' professional development, within the State of Nebraska. The ESUCC Executive Director may also form ad hoc committees from time to time to address matters relevant to the various Professional Development Initiatives.

- c. Annual Professional Development Program. The ESUCC will develop an annual program of professional development offerings that will assist the ESU and its member districts in providing professional development to educators statewide. The ESUCC will assist the ESU in meeting its obligations pursuant to Rule 84 of the Nebraska Department of Education in collaborating to create opportunities for educational training and staff development for the staff of educational service units, the Nebraska Department of Education, and school districts statewide.
- d. ESUPDO Project. The ESUPDO serves as a collaborative effort to provide statewide training and alignment of efforts for ESU employees and key NDE Staff statewide. Professional development is among the core services identified by state statute for ESU's. ESUPDO consists of four affiliate groups comprised of ESU employees across the seventeen ESU's with representation from essential NDE Staff.

These groups are:

- i. Staff Development Affiliate (SDA): Members are responsible for providing staff development for their school districts and assisting the Nebraska Department of Education efforts on statewide and local assessment as well as school improvement for Nebraska's school districts.
- ii. Teaching and Learning with Technology (TLT): The purpose of the Teaching and Learning with Technology Affiliate (TLT) is to connect educators with resources, best practices, and emerging technologies to transform teaching and learning within the classroom. This support is provided through school improvement efforts, professional development, and coordinated statewide projects, services, and efforts.
- iii. Network Operations Committee (NOC): NOC supports the extensive communications network within and among the ESU's and school districts. NOC provides network security and protocols for their districts and ESU's and ensures the communications network for distance education, internet, email, and phones are functioning and secure.
- iv. ESU Special Populations Directors (ESPD): This group consists of Special Education Directors and staff from across the state. This group was included in the ESUPDO as the need for special education professional development for special education and classroom teachers emerged in the age of standards and assessment. ESPD is involved with the Nebraska Department of Education in providing leadership for special education training and support.
- v. ESUPDO Fees. Each ESU will participate in the ESUPDO Project and contribute \$2,550 to fund the activities of the Professional Development Annual Program.

- e. Professional Development Special Projects. The ESUCC may also facilitate special projects, organize and facilitate programs, or serve as a fiscal agent for activities to enhance professional development opportunities. These special projects may include but are not limited to special education grant programs, NDE career education grant programs, and other grant or collaborative efforts that enhance statewide professional development.
- f. Fees for Participation in Specific Professional Development Activities. Professional Development activities may include registration, material, and other fees. Such fees will be set at no more than \$25 per person per day. Material and other fees will actually be incurred costs beyond normal registration. Any fees billed through an agent of ESUCC must identify the specific core activity provided on behalf of the ESUCC and be appropriately allocated by such agent in accordance with agreed upon billing practices. ESUCC will provide to each ESU that participates in the Professional Development Project invoices that detail the expenditures for each event or meeting. Participation fees shall be billed bi-annually by ESUCC during the academic year.

The following is a cost summary for this project:

Section 2	PD Annual Program Fees	\$ 2,550
	(Each ESU will participate.)	
Section 3	PD Participation Fees	\$ 25 per person per day
	(Each ESU will participate.)	
MSA Fees for 2023-2024: \$2,400/\$20		
	PD Participation Fees	\$ 20 per person per day

- 3. Service Implementation Model Process and Log (SIMPL): This service is a data-driven process to systematically identify the needs of our districts and develop services to fill the gaps. The SIMPL online tool allows ESUs to comprehensively assess the available services for optimal implementation at the school district level.

The following is a cost summary for this project.

SIMPL fee	Up to \$ 1,500
(Each ESU will participate.)	
Fees for 2023-2024:	Up to \$1,500

**4. Digital Learning Services and Projects:
Encompassing Distance Education, Blended Learning, Open Educational (OER), Instructional Materials, and Learning Management Systems (LMS)**

- a. Purpose of Digital Learning Services and Projects. The ESUCC shall provide distance education services including brokering and facilitating the exchange of distance education courses, the administration of learning management systems, and the assessment of distance education needs and evaluation of distance education services as provided for in NEB. REV. STAT. § 79-1248 and other state statutes and regulations. Additionally, the ESUCC is charged with the administration of state-wide initiatives and provision of statewide services among other duties in NEB. REV. STAT. § 79-1246. The ESUCC also has managed statewide services in “core services” as that term is defined in statute, including instructional materials services. The purpose of these services is to assure cost-efficient and equitable delivery of digital learning opportunities in partnership with educational service units, school districts, and other potential partners. The ESUCC Digital Learning Services and Projects promote statewide collaboration to provide students and school districts with access to a mix of different learning environments that best supports the combination of traditional face-to-face classroom methods with more technology-mediated activities.
- b. Nebraska Department of Education Rule 84. Pursuant to Rule 84, all ESUs are required to participate in statewide core service initiatives as established by the ESUCC as a condition of accreditation. Components of the Digital Learning Services and Projects are mandatory statewide services administered by the ESUCC and require financial support from all ESUs.
- c. Distance Education Brokering. The ESUCC will provide the Nebraska Virtual Instruction Source (NVIS) course clearinghouse for use in finding and exchanging distance education courses between participating ESUs and school districts. Funding for this service is provided by allocated State appropriation. If additional fees for distance education brokering become necessary, they will be approved by the ESUCC board through the approval process.
- d. Digital Learning Ad Hoc Committees: Ad hoc committees may form to address matters relevant to the Digital Learning Services and Projects. These committees will provide the ESUCC’s Executive Director and Digital Learning Coordinator with suggestions and input on technical and other matters related to distance education, digital learning, instructional materials, or learning management systems, within the State of Nebraska.
- e. Open Educational Resources (OER): The Nebraska OER hub is available to all ESUs and their district schools and offers statewide access to local and national open educational resources. The OER hub is a customized branded landing page on OER Commons, a product of ISKME. Within the Nebraska OER hub, collaborative statewide efforts with and between the Nebraska Department of

Education, the ESUCC, school districts and educators are possible and provide the support to curate and create quality open educational resources that are aligned to Nebraska curriculum. The cost for the platform and services is funded by the Digital Learning administration fee.

- f. Learning Object Repositories (LOR): ESUCC will coordinate **access** to digital libraries that enable educators from within participating ESUs to use educational resources that are aligned to academic standards. These digital libraries may include both free and subscription based services.
- g. Conditions of Participation.
 - i. Intellectual Property. The ESU and each of its participating school districts agree to comply with all relevant laws governing copyright and other intellectual property. The ESU agrees to hold ESUCC harmless for any violation of this provision by the ESU or its agents.
 - ii. No Assignment. No Party shall assign any of its rights or obligations under this Project without the prior written consent of the ESUCC's Executive Director or the ESUCC board.
- h. Fees. Each ESU will be invoiced a \$5,700 fee to support the administration of statewide Digital Learning Services and Projects. Mandatory participation includes financial support of the services pursuant to the terms set forth in this section. Additional fees may be determined and assessed by the ESUCC board to provide these necessary services.

The following is a cost summary for the project:

Digital Learning Administration (Each ESU will participate.)	\$ 5,700
---	-----------------

MSA Fees for 2023-2024: \$ 5,700

- i. Optional Digital Learning Services and Projects. The Digital Learning Services and Projects are structured to allow ESUs to participate at the mandatory level or at an expanded level. The expanded optional services and projects supplement the statewide efforts in blended learning, open educational resources, instructional materials, and other digital learning products as recommended by appropriate affiliates. On an annual basis, ESUs may choose to participate in all or none of the expanded optional projects or services. Some of the services are made available to school districts directly when an ESU does not participate in the expanded optional services. Due to the nature of some projects, ESUs may not elect to withdraw or amend their participation mid-contract year after this Agreement has been approved.
 - i. OverDrive Professional Development Library. The ESUCC OverDrive Professional Library is a customized digital collection of ebooks and audiobooks for use by ESU staff across the state. Participating ESUs

contributed \$1,000 each for the initial start up to build the collection. ESUs that elected not to participate in the initial set-up can opt in at any time for a fee of \$1,000 plus any additional fees that have incurred since start up. Annual fees will be up to \$600 per ESU based upon the assessed need for additional books on current professional development topics as recommended by the affiliates. If an ESU chooses not to continue participation, access to the library will be terminated.

The following is a cost summary of the project:

OverDrive Professional Library **Up to \$ 600**

MSA Fees for 2023-2024: \$ Up to \$ 600

(On the Summary Page, please check the box if the ESU will participate in the service.)

- ii. Digital Learning: Special Projects. The goal of this project is to enhance education for all learners in Nebraska schools and ESUs. These projects may support the curation and creation of educational artifacts, the review and alignment of resources to the Nebraska State Standards and other indicators utilized by Nebraska schools, BlendEd projects, the promotion of existing instructional materials and digital learning resources, state endorsed LOR platforms, or any additional training. The TLT affiliate will submit project proposals to the ESUCC board for approval based upon identified assessed needs. It is recommended to budget up to \$7,500 per ESU for Special Projects. Any fees for Special Projects will be invoiced only when an actual cost is incurred.

The following is a cost summary of the project:

Digital Learning Special Projects **Up to \$ 7,500**

MSA Fees for 2023-2024: Up to \$ 7,500

5. Cooperative Purchasing Project

- a. Purpose of Cooperative Purchasing. The Cooperative Purchasing Project aggregates demand for certain items commonly purchased by school districts to get lower prices and more favorable terms from selected suppliers.
- b. Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:
 - i. Combine statewide data relevant to cooperative purchasing in order to promote a valid basis upon which to solicit bids.
 - ii. Coordinate activities which are commensurate with updating and perpetuating proper specifications inherent within the bidding process.
 - iii. Prepare official bid documents and invite suppliers to bid in connection with supplies to be purchased by ESUCC and members.
 - iv. Prepare and cause to be published the official legal notices of the bid opening in connection with supplies to be purchased by ESUCC as required by applicable law or policy.
 - v. Conduct the public bid opening and resulting bid reviews in accordance with applicable Nebraska statutory “public lettings” provisions, if any, or ESUCC policy and practice, and be responsible for selecting bids based upon such provisions.
 - vi. Compile price lists and order sheets for each participating educational service unit and make such order lists and price sheets available through the Nebraska ESU Cooperative Purchasing Web Site or Marketplace.
 - vii. Provide technical support for ESUs and school districts in placing orders with suppliers through the Marketplace. Merchandise will be shipped as specified in bid terms and conditions
 - viii. Through the website, provide participating ESUs and school districts the capabilities to track items ordered, confirm receipt, check invoices and detect and report shortages.
 - ix. Retrieve order documents from the website and prepare aggregate orders to be sent to respective suppliers so that merchandise is shipped to each participating school/educational service unit.
 - x. Assist any participating school/educational service unit with problems related to the processing and delivery of orders from the suppliers.
 - xi. Participate in an annual audit of cooperative purchasing accounts and records conducted by a Certified Public Accountant.

(On the Summary Page, please check the box if the ESU will participate in the service.)

6. Student Services

a. Special Education Project

- i. Student Records System (SRS Project): SRS is an online special education record system designed to create all special education documents, required by Rule 51 and Rule 52, including IEP, MDT, IFSP and all required notices. The SRS is a highly secured system that organizes and stores documents and provides easy access to files via the internet. SRS training is provided across the state for district staff and college and university staff.

- ii. Project PARA: Project PARA is a web-based method for school districts to provide introductory training for their paraeducators. The Project assists schools in meeting the paraeducator training requirements. Project PARA is a collaborative effort between the University of Nebraska, the Nebraska Department of Education and Nebraska educational service units.

- iii. Fees. Each Participating ESU will pay a fee of \$6,000 to fund the Special Education Project.

- iv. Additional SRS Fee. School Districts that are members of one of the participating Parties to the SPED SRS Project must pay an additional fee to receive access to SRS. Fees will be assessed in accordance with the following table.

<u>2024-2025</u>	<u>2025-2026</u>	<u>Tier</u>
\$192	\$202	<100
\$499	\$524	100-249
\$993	\$1043	250-499
\$2,982	\$3131	500-999
\$3,938	\$4135	1000-1999
\$4,922	\$5168	2000-3999
\$9,374	\$9643	4000-17999

The ESUCC will bill the ESU for the fees allocated to each of the ESU's participating member school districts.

The following is a cost summary of the project:

Special Education Project **\$6000.00**
Additional SRS Fees (Tier) **\$see chart above**

MSA Fees for 2023-2024: \$ 6,000

(On the Summary Page, please check the box if the ESU will participate in the service.)

b. 504 Plan

Section 504 of the Rehabilitation Act of 1973 is a federal law that prohibits discrimination against those that have a physical or mental impairment that substantially limits one or more major life activities. Section 504 is a function of regular education.

The ESUCC will bill the ESU for the fees allocated to each of the ESU's participating member school districts.

The following is a cost summary of the project:

504 Plan (No cost to current SRS Users) **\$ 0.00**

(On the Summary Page, please check the box if the ESU will participate in the service.)

7. Legislative and Governmental Relations Project

Purpose Legislative and Governmental Relations Project. The Legislative and Governmental Relations Project will assist member ESUs in strategically planning legislative initiatives that support the mission of the ESUCC and its member service units, tracking legislation that affects service units and state-wide educational efforts in the state, and influencing state lawmakers to support the vital work of the ESUCC, service units and public schools in the state of Nebraska.

Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:

- a. Solicit input and direction on legislative and governmental relations issues from its members through the ESUCC legislative committee and in other forums;
- b. Direct employees of ESUCC to draft, support or oppose state legislation related to matters affecting education in the state of Nebraska;
- c. Contract with experts in the field of governmental relations to assist the ESUCC in legislative and governmental matters

Fees. Each Participating ESU will pay a fee of \$3000 to be determined by the ESUCC board upon approval of relevant expert contracts to fund the Legislative and Governmental Relations Project. In no event will the fee for participation exceed ESUCC's actual costs.

The following is a cost summary for this project.

Govt. Relations	\$ 3000.00
<i>Govt. Relations (2023 -23)</i>	\$ 3000.00

(On the Summary Page, please check the box if the ESU will participate in the service.)

8. SPARQ Negotiations

In October 2023, fifteen ESUs entered into a contract with SPARQ Negotiations (**NOT** ESU 18 & ESU 19). SPARQ Negotiations is a web-based online data collection system used to compare settlement information, provide prevalency reports, view negotiated agreements and perform placement calculations (“Hosted Services”)

SPARQ Negotiations (April 1, 2025- March 31, 2026) \$ 1000.00

Provided the amount invoiced is \$15,000, otherwise split the amount between the 15 active ESUs utilizing this service.

Fees for SPARQ Negotiations (April 1, 2024- March 31, 2025) \$ 1000.00

Summary of MSA Fees 2024-2025

Please check and initial the relevant boxes below indicating the services in which the Service Unit wishes to participate. (Please note all projects within the MSA are provided with either (1) a specific charge, (2) no charge for the project, or (3) a required participation fee for all ESUs.)

	<u>2023-2024</u>	<u>2024-2025</u>
ESUPDO with the following costs for PD services. (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)		

Section 2 PD Annual Program Fees	\$ 2,400	\$ 2,550
Section 3 PD Participation Fees\$ 25 per person/per day		

SIMPL (Each ESU will participate.)

SIMPL	Up to \$ 1,500	Up to \$ 1,500
-------	----------------	----------------

Digital Learning Services/Administration: Encompassing Distance Education, Blended, OER and other digital learning administrative functions. (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)

Digital Learning Administration	\$ 5,700	\$ 5,700
---------------------------------	----------	----------

<input type="checkbox"/> Digital Learning Projects/ESUCC Professional Library	\$ 600	\$ 600
--	--------	--------

Digital Learning/Special Projects

Learning Objects/Special Projects were combined	\$ 7,500	\$ 7,500
Budgeted amount - Projects subject to approval vote		

Coop Purchasing	\$ 0.00	\$ 0.00
------------------------	---------	---------

Student Services

<input type="checkbox"/> SRS Special Education Project	\$ 6000	\$6,000
<input type="checkbox"/> SRS Additional SRS Fees (Tier)	(see table on pg. 10)	
<input type="checkbox"/> 504 Plan	\$ 0	\$ 0.00
<input type="checkbox"/> SRS Additional 504 Plan Fees (Tier)	(see table on pg. 11)	

Legislative and Governmental Relations

Govt. Relations	\$ 3,000	\$ 3,000
-----------------	----------	----------

SPARQ Negotiations (NO ESU 18/19)

SPARQ Negotiations	*\$ 1,000	\$ 1,000
--------------------	-----------	----------

Provided the amount invoiced is \$15,000, otherwise split the amount between the 15 active ESUs utilizing this service.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

FOR EDUCATIONAL SERVICE UNIT # ____:

I certify that I have checked the relevant boxes above indicating the Projects in which the Service Unit wishes to participate.

OR

I certify that the Service Unit Wishes to Participate in ALL of the above projects.

FOR THE EDUCATIONAL SERVICE UNIT:

(Signature)

(Date)

(Printed name)

(Title)

FOR THE EDUCATIONAL SERVICE COORDINATING COUNCIL:

(Signature)

(Date)

Kraig J Lofquist
ESUCC Executive Director



Remit To: Harris School Solutions,
 a division of N. Harris Computer Corporation
 Check Mailing Address: PO BOX 74007259, Chicago, IL 60674-7259, USA
 ACH Information - Account No: 4451240415; ABA No (ACH Payments): 111000012
 Bank Name: Bank of America; Bank Address: Dallas, Texas 75283-2406

Bill to

ESU #15
 PO Box 398
 Trenton, NE 69044
 USA

Ship to

ESU #15
 Cindy McCorkle
 PO Box 398
 Trenton, NE 69044
 USA

PO Number	Customer No.	Salesperson ID	Shipping Method	Payment Terms
	ESU402	NON-COMMISSION	DELIVERY	MN JUL

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	APTA SAAS	AptaFund 4.1 Annual Fee: 7/1/2024 to 6/30/2025	US\$ 10,652.83	US\$ 10,652.83

Thank you for your business. Please remit payment on or before the start of the maintenance period.

Invoice Questions? Please call Donna Randall at 1-888-847-7747 ext 2081 OR e-mail
 drandall@harriscomputer.com

Subtotal	US\$ 10,652.83
Misc	US\$ 0.00
Tax	US\$ 0.00
Freight	US\$ 0.00
Trade Discount	US\$ 0.00
Total	US\$ 10,652.83

OnToCollege
PO Box 30792
Lincoln, NE 68503 US
+1 4024757737
heather@ontocollege.com
www.OnToCollege.com



BILL TO
Paul Calvert

INVOICE 5810

DATE 05/02/2024 **TERMS** Net 74

DUE DATE 07/15/2024

ACTIVITY	QTY	RATE	AMOUNT
2024-25 OnToCollege Test Prep + MS - Renewal Unlimited online access to ACT Prep, ACT Refresher, PreACT Prep, Grade 8/9 Test Prep, Middle School Matters, PSAT Prep, SAT Prep, SAT Refresher, Study Skills & Test-Taking Strategies, and online At Home access for students. Contracted through July 31, 2025.	1	25,220.00	25,220.00
Discount - Recurring 30% discount for 100% participation	1	-7,566.00	-7,566.00
		SUBTOTAL	17,654.00
		TAX	0.00
		TOTAL	17,654.00
		TOTAL DUE	\$17,654.00