

DATE:

TO: ESU #1 Board of Directors

FROM: Bill Heimann, Administrator

RE: Tuesday, June 10, 2025 Board Meeting

There will be a meeting of the ESU #1 Board of Directors, on Tuesday, June 10, 2025, at 5:30 PM in the

ESU #1 Conference Room
211 Tenth Street
Wakefield, NE 68784-5014

Consideration, discussion and any action necessary will be taken on the following items.

- A. Notification of Open Meetings Law
- B. Roll Call*
- C. Consent Agenda*
 - C.1. Previous Minutes (copy attached)
 - C.2. Financial Reports*
 - C.2.a. Revenue Report/Treasurer's Report
 - C.2.b. Cash Summary/Expenditure Report
 - C.3. Bills for June
 - C.4. Administrator's Monthly Report
 - C.4.a. ESU1 Website
 - C.4.b. Tower School Facility Project
 - C.4.c. Legislative Update
 - C.4.d. Federal Funds
- D. Public Comment
- E. July Board Meeting
- F. Authorize Payment of Grant Fund Expenditures and July Expenditures*
- G. ESU1 Technology Department Presentation
- H. ESU Core Service Funds for 2025-26
- I. 2025-26 Budget Parameters/1% Approval*
- J. ESUCC Master Service Agreement
- K. Personnel*
 - K.1. Consider, discuss, and take necessary action on employee contracts and personnel changes.
 - K.1.a. Resignation(s)
 - K.1.b. New Hire(s)
 - K.1.c. Contract Change(s)
 - K.1.d. Termination(s)
- L. Adjournment

This agenda contains a list of subjects known at the time of its distribution on . A copy of the agenda reflecting any changes will be kept in the ESU #1 Administrative office and will be readily available for public inspection during normal office hours. Except for items of emergency nature, the agenda will not be enlarged later than twenty-four hours before the

scheduled commencement of the meeting. The Board reserves the right to change the order of business discussed.

*Action Items

Nebraska Open Meetings Act

84-1407. Act, how cited. Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined. For purposes of the Open Meetings Act, unless the context otherwise requires:

- (1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and
- (b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;
- (2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and
- (3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

- (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;
- (b) Discussion regarding deployment of security personnel or devices;
- (c) Investigative proceedings regarding allegations of criminal misconduct;
- (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;
- (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or
- (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.

(1)(a) Except as provided in subsection (9) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committees, such notice shall be given by:

- (A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and
- (III) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or
- (B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

- (A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;
- (B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be

finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

- (C) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted by the public body in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting pursuant to subdivision (1)(b)(iv)(A) and (C) of this section and a written record of the request to the newspaper pursuant to subdivision (1)(b)(iv)(B) of this section. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

- (i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;
- (ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;
- (iii) The governing body of a public power district having a chartered territory of more than one county in this state;
- (iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;
- (v) An educational service unit;
- (vi) The Educational Service Unit Coordinating Council;
- (vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;
- (viii) A community college board of governors;
- (ix) The Nebraska Brand Committee;
- (x) A local public health department;
- (xi) A metropolitan utilities district;
- (xii) A regional metropolitan transit authority; and
- (xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of (a) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (b) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such organization, governing body, or committee may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413.

(8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if:

- (a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;
- (b) No action is taken by the public body at the virtual meeting; and
- (c) The public body complies with subdivisions (2)(b)(i) and (ii) of this section.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing. Except for closed sessions called pursuant to section 84-1410, a public body shall allow members of the public an opportunity to speak at each meeting.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

- (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;
- (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;
- (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;
- (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;
- (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and
- (f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

Revised 06/2025

**ESU #1 Board Meeting
Tuesday, May 13, 2025**

A meeting of the ESU 01 Board of Directors convened in open and public session on Tuesday, May 13, 2025, at 5:30 PM, at ESU #1. **Present:** Amy Brand, Jean Dorcey, AJ Johnson, Kimberly Snyder, Mrs Susan Strahm, **Absent:** Josiah Boneschans, Tabitha Gilsdorf, Jim Gunsolley, Robert Hayes.

Notice of the meeting was given in advance by publication and/or posting, as shown below, in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Directors. The Recording Secretary maintains a list of news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Directors, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

Published and/or Posted Locations:

- Wayne Herald (Thursday before meeting date)
- Central Office Front Door (Friday before meeting date)
- Sparq (Friday before meeting date)

A. Notification of Open Meetings Law

At the beginning of the meeting, President AJ Johnson announced and informed the public that a current copy of the Open Meetings Act is available at the meeting site and included electronically in the E-Meeting agenda.

B. Roll Call*

Motion by Mrs Susan Strahm, seconded by Kimberly Snyder, to excuse the absence of Josiah Boneschans, Tabitha Gilsdorf, Jim Gunsolley and Robert Hayes. After discussion and on roll call vote, the Board voted as follows:

Motion Carried:

Josiah Boneschans: Absent, Tabitha Gilsdorf: Absent, Jim Gunsolley: Absent, Robert Hayes: Absent, Amy Brand: For, Jean Dorcey: For, AJ Johnson: For, Kimberly Snyder: For, Mrs Susan Strahm: For

For: 5, Against: 0, Absent: 4

C. Consent Agenda*

Motion by Kimberly Snyder, seconded by Amy Brand, to approve all items on the consent agenda as provided (April 15 Minutes, April Financial Reports, May bills of \$1,220,617.30 and the Administrator's Report). After discussion and on roll call vote, the Board voted as follows:

Motion Carried:

Josiah Boneschans: Absent, Tabitha Gilsdorf: Absent, Jim Gunsolley: Absent, Robert Hayes: Absent, Amy Brand: For, Jean Dorcey: For, AJ Johnson: For, Kimberly Snyder: For, Mrs Susan

Strahm: For
For: 5, Against: 0, Absent: 4

C.1. Previous Minutes (copy attached)

C.2. Financial Reports*

C.2.a. Revenue Report/Treasurer's Report

C.2.b. Cash Summary/Expenditure Report

C.3. Bills for May

C.4. Administrator's Monthly Report

C.4.a. Legislative Update

ESU core service funds will be reduced during the next biennium.

C.4.b. Department of Education Update

The federal education department has fewer employees and is focusing on giving more control to states and local schools.

D. Public Comment

E. Teaching and Learning Team Report

Kellen Conroy, Director of the Teaching and Learning team, shared information about the team and the services they provide.

F. ESU #1 Annual Survey

Kellen Conroy, Director of the Teaching and Learning team, shared a summary of the annual report sent to districts, which highlighted positive feedback and appreciation for the services provided by ESU 1.

G. Core Service and School Support Budget*

Motion by Jean Dorcey, seconded by Mrs Susan Strahm, to approve the 2025-26 core service and special projects budget as presented. After discussion and on roll call vote, the Board voted as follows:

Motion Carried:

Josiah Boneschans: Absent, Tabitha Gilsdorf: Absent, Jim Gunsolley: Absent, Robert Hayes: Absent, Amy Brand: For, Jean Dorcey: For, AJ Johnson: For, Kimberly Snyder: For, Mrs Susan Strahm: For

For: 5, Against: 0, Absent: 4

H. Supplemental Contract for Teaching and Learning Team

Motion by Amy Brand, seconded by Kimberly Snyder, to approve a supplemental work agreement with Erin Meyers not to exceed 12 days prior to August 4, 2025. After discussion and on roll call vote, the Board voted as follows:

Motion Carried:

Josiah Boneschans: Absent, Tabitha Gilsdorf: Absent, Jim Gunsolley: Absent, Robert Hayes:

Absent, Amy Brand: For, Jean Dorcey: For, AJ Johnson: For, Kimberly Snyder: For, Mrs Susan Strahm: For
For: 5, Against: 0, Absent: 4

I. Early Learning Connections Grant Expenditures

Motion by Mrs Susan Strahm, seconded by Kimberly Snyder, to authorize Administrator Heimann to expend remaining funds prior to May 31 for the Early Learning Connections and the Early Learning Connections Coach Consultant grants, with an amount not to exceed \$40,000. After discussion and on roll call vote, the Board voted as follows:

Motion Carried:

Josiah Boneschans: Absent, Tabitha Gilsdorf: Absent, Jim Gunsolley: Absent, Robert Hayes: Absent, Amy Brand: For, Jean Dorcey: For, AJ Johnson: For, Kimberly Snyder: For, Mrs Susan Strahm: For
For: 5, Against: 0, Absent: 4

J. Window Coverings at Tower School

Motion by Amy Brand, seconded by Jean Dorcey, to approve the purchase of Tower School window treatments as presented. After discussion and on roll call vote, the Board voted as follows:

Motion Carried:

Josiah Boneschans: Absent, Tabitha Gilsdorf: Absent, Jim Gunsolley: Absent, Robert Hayes: Absent, Amy Brand: For, Jean Dorcey: For, AJ Johnson: For, Kimberly Snyder: For, Mrs Susan Strahm: For
For: 5, Against: 0, Absent: 4

K. Classified Staff Compensation*

Motion by Kimberly Snyder, seconded by Amy Brand, to approve the 2025-26 wages and benefits for classified staff as presented. After discussion and on roll call vote, the Board voted as follows:

Motion Carried:

Josiah Boneschans: Absent, Tabitha Gilsdorf: Absent, Jim Gunsolley: Absent, Robert Hayes: Absent, Amy Brand: For, Jean Dorcey: For, AJ Johnson: For, Kimberly Snyder: For, Mrs Susan Strahm: For
For: 5, Against: 0, Absent: 4

L. Personnel*

L.1. Consider, discuss, and take necessary action on employee contracts and personnel changes.

L.1.a. Resignation(s)

Wendy Consoli, Speech Language Pathologist, resignation effective at end of 2024-25 contract. Motion by Mrs Susan Strahm, seconded by Kimberly Snyder, to approve the resignation as presented. After discussion and on roll call vote, the Board voted as follows:

Motion Carried:

Josiah Boneschans: Absent, Tabitha Gilsdorf: Absent, Jim Gunsolley: Absent, Robert Hayes:

Absent, Amy Brand: For, Jean Dorcey: For, AJ Johnson: For, Kimberly Snyder: For, Mrs Susan Strahm: For
For: 5, Against: 0, Absent: 4

L.1.b. New Hire(s)

- Tessa Leicester, Speech Technician, effective for the 2025-26 year.
- Echo Rudloff, Speech Para, effective for the 2025-26 year.
- Trista Matthews, EDN Services Coordinator, effective for the 2025-26 year.

Motion by Amy Brand, seconded by Jean Dorcey, to approve hiring the personnel for the 2025-26 contract year as presented. After discussion and on roll call vote, the Board voted as follows:

Motion Carried:

Josiah Boneschans: Absent, Tabitha Gilsdorf: Absent, Jim Gunsolley: Absent, Robert Hayes: Absent, Amy Brand: For, Jean Dorcey: For, AJ Johnson: For, Kimberly Snyder: For, Mrs Susan Strahm: For
For: 5, Against: 0, Absent: 4

L.1.c. Contract Change(s)

L.1.d. Termination(s)

M. Adjournment

As there were no additional Agenda items, President AJ Johnson adjourned the meeting at 6:45 p.m.

Brittney Hampl, Recording Secretary

Susan Strahm, Board Secretary

Educational Service Unit One

Statement of Revenues and Expenditures and Change in Fund

Cycle: FY2024-25; Fund Class: [All]; Fund Columns: [All Funds]; Account Expression: [All]; Include Element Value: Yes; Revenue Element: Source; Expenditure Element: Func; Begin Date: 05/01/2025; End Date: 05/31/2025

Description	01 - GENERAL FUND	2023-24	2022-23
01100 - Taxes Levied or Assessed by the School District	\$599,601.56	\$0.00	\$0.00
01115 - Carline Taxes	\$270.75	\$0.00	\$0.00
01140 - Penalties and Interest on Taxes	\$712.09	\$0.00	\$0.00
01323 - Tuition From Other Schools Districts Within The State	\$6,517.50	\$0.00	\$0.00
01380 - SPED Contracts EC	\$53,099.68	\$0.00	\$0.00
01385 - SPED Contracts SA	\$102,023.62	\$0.00	\$0.00
01510 - Interest on Investments	\$12,150.43	\$0.00	\$0.00
01951 - Miscellaneous Revenue from Other School Districts Within the State	\$54,351.08	\$0.00	\$0.00
01990 - Miscellaneous Local Revenue	\$14,518.96	\$0.00	\$0.00
03130 - Homestead Exemption	\$3,490.81	\$0.00	\$0.00
03131 - Property Tax Credit	\$113,171.92	\$0.00	\$0.00
03132 - Personal Property Tax Credit	\$17,242.70	\$0.00	\$0.00
03133 - Nameplate Capacity Tax	\$9,704.38	\$0.00	\$0.00
03180 - Pro-Rate Motor Vehicle	\$394.11	\$0.00	\$0.00
03540 - State Early Childhood	\$50,185.29	\$0.00	\$0.00
03550 - State Core Services	\$34,142.21	\$0.00	\$0.00
04210 - Federal Nutrition Programs	\$2,327.38	\$0.00	\$0.00
04530 - Other Federal Categorical Receipts	\$1,125.00	\$0.00	\$0.00
Total Revenue	\$1,075,029.47	\$2,931,500.26	\$1,456,742.40
01200 - SPED - School Age	\$180,879.68	\$0.00	\$0.00
01296 - ECSE	\$78,318.55	\$0.00	\$0.00
02120 - Guidance Services	\$9,545.00	\$0.00	\$0.00
02131 - SPED School Nurse	\$4,303.80	\$0.00	\$0.00

02141 - Psychological Services SA	\$216,366.18	\$0.00	\$0.00
02146 - Psych Below Age 5	\$4,251.77	\$0.00	\$0.00
02151 - Speech Pathology and Audiology Services SA	\$178,753.46	\$0.00	\$0.00
02156 - Below Age 5	\$45,966.72	\$0.00	\$0.00
02161 - OT SA	\$38,075.22	\$0.00	\$0.00
02166 - OT Below Age 5	\$25,822.62	\$0.00	\$0.00
02171 - PT SA	\$11,335.08	\$0.00	\$0.00
02176 - PT Below Age 5	\$23,987.43	\$0.00	\$0.00
02181 - VI SA	\$16,222.44	\$0.00	\$0.00
02186 - Vision Below Age 5	\$1,515.98	\$0.00	\$0.00
02190 - Support Services?Student - Other	\$5,919.86	\$0.00	\$0.00
02211 - School Improvement	\$316.50	\$0.00	\$0.00
02213 - Instructional Staff Training	\$71,264.57	\$0.00	\$0.00
02223 - Audio-Visual Services	\$675.50	\$0.00	\$0.00
02290 - Other Support Services?Instructional Staff	\$1,238.58	\$0.00	\$0.00
02310 - Board of Education	\$167.38	\$0.00	\$0.00
02320 - Executive Administration	\$24,228.38	\$0.00	\$0.00
02330 - District Legal Services	\$35.89	\$0.00	\$0.00
02510 - Fiscal Services	\$26,166.34	\$0.00	\$0.00
02530 - Printing, Publishing, and Duplicating Services	\$1,148.69	\$0.00	\$0.00
02570 - Personnel Services	\$12,007.75	\$0.00	\$0.00
02580 - Administrative Technology Service	\$70,972.40	\$0.00	\$0.00
02590 - Central Services - Other	\$543.87	\$0.00	\$0.00
02610 - Operation of Buildings	\$5,106.77	\$0.00	\$0.00
02620 - Maintenance of Buildings	\$2,650.00	\$0.00	\$0.00
02630 - Care and Upkeep of Grounds	\$2,313.70	\$0.00	\$0.00
02792 - Other Student Transportation Services - School Age SPED	\$12.00	\$0.00	\$0.00
02900 - Other Support Services	\$27,332.37	\$0.00	\$0.00
03100 - Food Services Operations	\$73.60	\$0.00	\$0.00
03540 - State Early Childhood	\$30,594.46	\$0.00	\$0.00
04700 - Building Improvements	\$10,395.50	\$0.00	\$0.00
06415 - Federal Services - IDEA Special Projects	\$27,078.18	\$0.00	\$0.00
06416 - Federal Services - IDEA Part C	\$3,833.61	\$0.00	\$0.00

06418 - Federal Services - IDEA Part B PEAK	\$4,911.69	\$0.00	\$0.00
06700 - Federal Services - Federal Vocational and Applied Technology Education (Carl Perkins)	\$8,725.75	\$0.00	\$0.00
06800 - Federal Services - Federal Nutrition Programs	\$1,020.50	\$0.00	\$0.00
06915 - Federal Services - Title I, Part C ESSA	\$36,961.41	\$0.00	\$0.00
06990 - Federal Services - Other Federal Categorical Receipts	\$36,220.42	\$0.00	\$0.00
Total Expenditure	\$1,247,259.60	\$1,128,216.94	\$1,154,154.12
Excess (deficiency) of revenues and other financing sources over expenditures and other financing uses	(\$172,230.13)	\$1,803,283.32	\$302,588.28

Interest Rates:

BankFirst Now Acct	0.79%
BankFirst MMA Acct	0.79%
State NE Bank Now Acct	3.94%
Nebraska Liquid Asset Fund	4.05%
Security Bank CD	3.75%

Outstanding Checks GF \$348,743.30

Pledges: (Includes FDIC & Letters of Credit)

BankFirst Bank	\$2,650,000
Security Bank	\$2,310,000
State NE Bank	\$3,710,000
Total:	\$8,670,000

Stuart Clark, Ex-Officio Treasurer



NEW











1526 K Street, Suite 400
P.O. Box 94816
Lincoln, NE 68509-4816
Phone: 402-471-2053
Toll Free: 800-245-5712
Fax: 402-471-9493
npers.ne.gov

LB645 Notification
School Plan Employee and Employer Contribution Rate Changes
Effective July 1, 2025

On May 6, 2025, Governor Jim Pillen signed LB645 into law which changes contribution rates for the School Employees Retirement System (“the Plan”). The contribution rate for members, employers, and the State of Nebraska will now be dependent on the funded status of the Plan as determined by the independent, third-party actuarial valuation report.

The contribution rates will change on July 1, 2025, for employees, employers, and the State. LB645 states the contribution rates shall be calculated as of July 1 each year and will be based on the actuarial value of assets in the Plan as of the most recent actuarial valuation report presented to the Public Employees Retirement Board (“the Board”). Generally, the Board receives the Plan actuarial valuation report each November. The funded status in the report will determine the contribution rate to be implemented July 1 of the next year.

Funded Status	Employee	Employer	State
100% or above	7.25%	7.32%	0.0%
Between 98% and less than 100%	8.00%	8.08%	0.7%
Between 96% and less than 98%	8.75%	8.84%	0.7%
Less than 96%	9.75%	9.85%	2.0%

IMPORTANT: This rate is subject to change every fiscal year (July 1) based on the most current actuarial valuation report. **It is your responsibility to ensure you make the required changes (when applicable) each year.**

As of the most recent actuarial valuation report presented to the Board on November 18, 2024, the funded status of the Plan was 99.91%. **Therefore, on July 1, 2025, the new contribution rate for employees will be 8.00% and the employer contribution rate will be 8.08%.**

- **All wages and contributions that will be reported on the Wage and Contribution Report dated 7/1/2025 - 7/31/2025 must reflect the new contribution rate.**



ESU 1 Technology Services

Network Monitoring - Allows LAN managers and/or other district personnel to be alerted if internet connectivity goes down at their school. This service is active and alerts 24/7/365.

Single Sign-On - ADFS servers were deployed and set up at all school districts to take advantage of Active Directory Single Sign on. This solution allows schools to authenticate using their Google credentials to services such as Adobe, ADVISER and other Nebraska Cloud services.

Network Consulting - ESU 1 provides free consultation services when it comes to network equipment at the school. The following are reviewed with the LAN manager and recommendations are made:

- Hardware version and patch recommendations
- Port forwarding policies
- DHCP/DNS configuration
- SNMP configuration
- VLAN configuration

Limited Firewall Support - Because most districts in ESU 1 have standardized on a specific firewall manufacturer, we are able to provide support for the district's firewall. Basic firewall policy creation and troubleshooting is provided at no cost.

Firewall Logging - District firewalls upload reports to an external device that stores logs for at least 30 days. This allows for forensic analysis of logs even if the local firewall were to be compromised or inoperable.

Secondary firewall headend protection - ESU 1 provides an NNNC managed headend firewall which is used to filter and monitor all traffic to ESU 1 schools. This allows ESU 1 to blacklist malicious IPs and domains. This helps centralize rules which are used to block positively identified malicious traffic.

Troubleshooting Support - ESU 1 does its best to make sure that Districts have functional networks in order to support their students. We do our best to troubleshoot basic issues that may arise during the day and try to provide remediation steps if necessary. Any advanced troubleshooting or technology projects may come at an additional cost.

Emergent Support - If a district is experiencing complete loss of connectivity which is affecting student learning, the ESU will do its best to prioritize and find a solution or workaround to the problem. Some solutions may require a third party, additional hardware or software, or can be troubleshot further at additional cost.



Content Filtering - ESU 1 provides districts with filtering licenses for all students and staff. This service allows schools to provide content filtering for all school personnel and be CIPA compliant. Financial assistance was also provided for on-premise appliances which helps enhance the school's filtering capabilities. Initial onboarding and training was provided. All content filtering and configuration are the responsibility of the district.

LAN Manager Meetings - Quarterly meetings are provided to LAN managers at ESU 1. Best practices, updates, collaboration and other discussions take place during this meeting. Periodic 1 hour meetings are also scheduled and are used for critical updates and as a gateway between quarterly meetings.

Public IP management - ESU 1 manages public IP administration for all districts to make sure that districts have the IPs they need for any projects.

Domain Controller offsite hosting - At the request of districts, Virtual Machines with Domain Controller roles can be hosted at ESU 1. This allows districts to have a secondary off site Domain Controller.

Wireless Troubleshooting - ESU 1 has equipment available that can be checked out and used to troubleshoot, analyze and optimize WiFi networks at districts.

Classifieds - ESU 1 provides the ability to districts to post any unused items for sale on the ESU 1 website.

Training - We provide training on a variety of topics throughout the year. Some training topics are presented to groups and others are presented directly to users as requested.

Cyber Security external monitoring - All ESU 1 district public IPs are being monitored and tested via the DHS Cyber Hygiene service, by CISA. This service provides reports that can be used to alert and mitigate potential cyber risks to a district's network. ESU 1 works with schools to remediate any issues when vulnerabilities are identified.

Cyber Security internal monitoring - All ESU 1 districts have been offered EDR (Endpoint Detection and Response) software licenses to protect some of the devices in their network. This software not only actively monitors and protects against known threats but also uses machine learning to stop and mitigate attacks on school district network's. This software also comes with a dedicated team that looks into alerts to help LAN managers identify and sift through any false positives.

Canvas - ESU 1 is committed to providing our districts with the best educational tools available. That's why we've invested in Canvas, a powerful learning management system (LMS) that



streamlines teaching, learning, and communication. As part of our commitment to supporting our districts, ESU 1 covers the licensing costs for Canvas. This means that all our districts can access and utilize Canvas without additional financial burden.

NVIS - The Nebraska Virtual Instruction Source (NVIS) has listings of hundreds of courses available to Nebraska students. Most of them are delivered through 2-way interactive videoconferencing, but some are online courses. Some courses may require a small tuition fee. Districts also utilize NVIS as a reciprocal tool to trade services with other districts to fill gaps in their curriculum, as well as getting reimbursement for offering dual-credit courses with secondary education providers.

E-Rate - We help many of our area districts with filing for E-Rate funds from the FCC. The program aids districts by giving discounts on Internet and the technology needed to distribute that connection to school devices.

Zoom - Manage licenses for area districts

World Book - ESU 1 pays for World Book Nebraska Power Pack for schools that order it through the ESUCC Marketplace

District Support - (Fee schedule below)



ESU#1 School Technology Contracted Service Support

The ESU#1 contracted service will provide support for the following:

- Troubleshoot and resolve IT issues
- Help configure and maintain filtering rules
- Document technology processes and procedures
- Provide contract recommendations for hardware, service and maintenance
- Facilitate a schoolwide IT and/or cybersecurity training program
- Inventory management
- Provide short and long range planning
 - Assist with technology budget and make recommendations for purchases
 - Assist with developing schedules for technology maintenance and updates
 - Assisting with developing business continuity and disaster recovery Plans

To better identify contracted service needs, ESU#1 will interview school administrators and/or technology staff.

24-25 Options and Fees for ESU#1 Technology Contract Services:

OPTION 1

Contract Days - Scheduled visits

Visits are pre-scheduled for the year. Frequency may vary based on district needs.

	Daily Rate	Contract Days*	Yearly Rate	Scheduled Visits
Level 1	\$475	50	\$23,750	1x per week
Level 1.5	\$500	36	\$18,000	1x per week (typical school year)
Level 2	\$525	26	\$13,650	1x every other week
Level 3	\$550	12	\$6,600	1x per month

OPTION 2

Contract Days - As needed

Requires at least 1 week advance notice to schedule an onsite visit.
An onsite next/same day visit may be possible, depending upon availability.

	Daily Rate	Contract Days (1 day min)	Package Rate	Onsite Visits
Level 4	\$650	1	\$650	TBD

Options 1 & 2 include prioritized remote assistance when needed.



ESU #1

2024/2025 Technology Update



Tech Team



**Andrew
Contreras**
Network and
Information Systems
Director



Jesse Titiml
Information
Technology
Specialist



**Scott
McIntosh**
Communication and
Technology Specialist



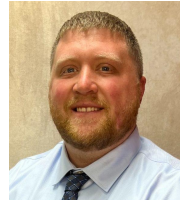
William David
Technology Support
Specialist



**Jennifer
Davis**
Tech Integrationist



**Joshua
Greunke**
Technology Support
Specialist



Chris Pieper
Technology Support
Specialist

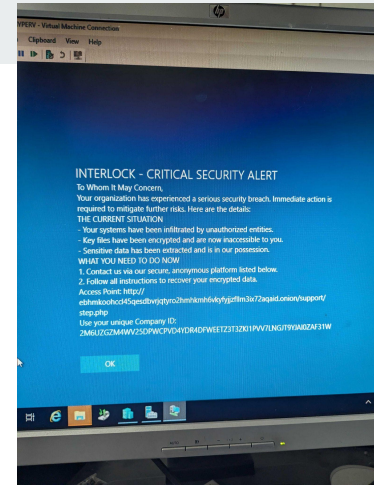


Notable Events, Projects and Updates

- Ransomware incident
- Cybersecurity Tools
- District Contracts
- Upcoming Projects and things to note
 - Firewalls
 - Phone system
 - Internet filter renewal
 - Yearly computer rotation purchase

Ransomware Incident

- Ransomware assistance to Winnebago schools (Oct 2024)
 - It is believed that attackers got into the network via old credentials
 - From there moved laterally until they were able to compromise a domain admin account and own the network
 - Exfiltrated data - which unfortunately included PII
 - ESU 1 and the NNNC helped with recovery efforts
- Information about the attack was documented and a lessons learned document was shared with all districts
 - <https://docs.google.com/document/d/1AFApXBludVpPW9zkXYkAMFTXXeutxKfYUoFhHUUpq3-c/edit?tab=t.0>





Cybersecurity Tools

- Wazuh
 - Open-source Logging and threat detection platform
- Zabbix
 - Open-source monitoring solution for monitoring networks and applications



AGENTS SUMMARY



- Active (18)
- Disconnected (0)

LAST 24 HOURS ALERTS

Critical severity

0

Rule level 15 or higher

High severity

0

Rule level 12 to 14

Medium severity

143

Rule level 7 to 11

Low severity

111,053

Rule level 0 to 6

ENDPOINT SECURITY



Configuration Assessment

Scan your assets as part of a configuration assessment audit.



Malware Detection

Check indicators of compromise triggered by malware infections or cyberattacks.



File Integrity Monitoring

Alerts related to file changes, including permissions, content, ownership, and attributes.

THREAT INTELLIGENCE



Threat Hunting

Browse through your security alerts, identifying issues and threats in your environment.



Vulnerability Detection

Discover what applications in your environment are affected by well-known vulnerabilities.



MITRE ATT&CK

Explore security alerts mapped to adversary tactics and techniques for better threat understanding.

SECURITY OPERATIONS



PCI DSS

Global security standard for entities that process, store, or transmit payment cardholder data.



GDPR

General Data Protection Regulation (GDPR) sets guidelines for processing of personal data.



HIPAA

Health Insurance Portability and Accountability Act of 1996 (HIPAA) provides data privacy and security provisions for safeguarding medical information.



NIST 800-53

National Institute of Standards and Technology Special Publication 800-53 (NIST 800-53) sets guidelines for federal information systems.



TSC

Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy.

CLOUD SECURITY



Docker

Monitor and collect the activity from Docker containers such as creation, running, starting, stopping or pausing events.



Amazon Web Services

Security events related to your Amazon AWS services, collected directly via AWS API.



Google Cloud

Security events related to your Google Cloud Platform services, collected directly via GCP API.



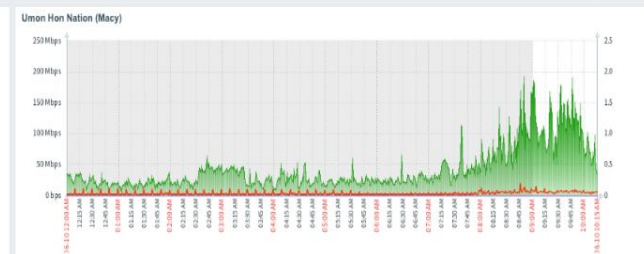
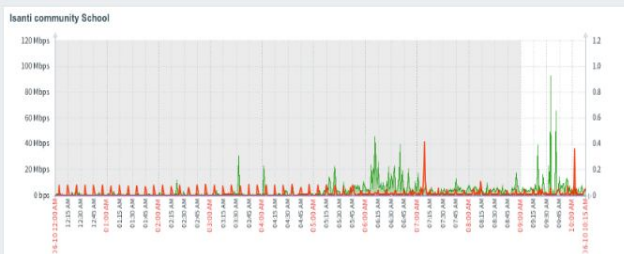
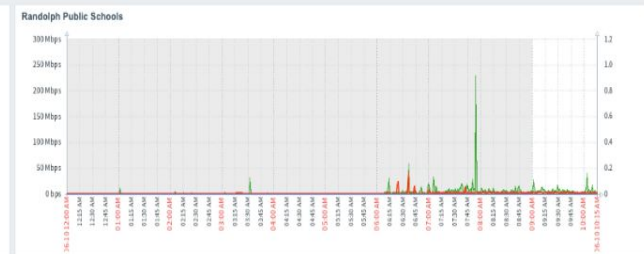
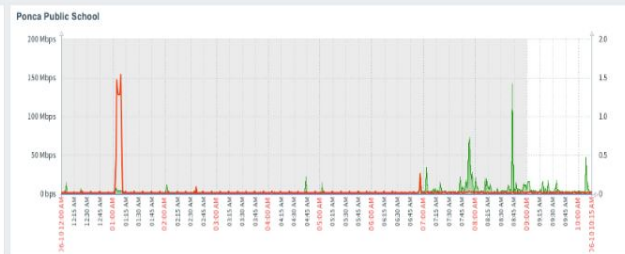
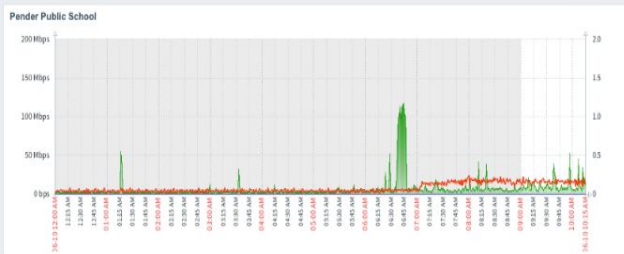
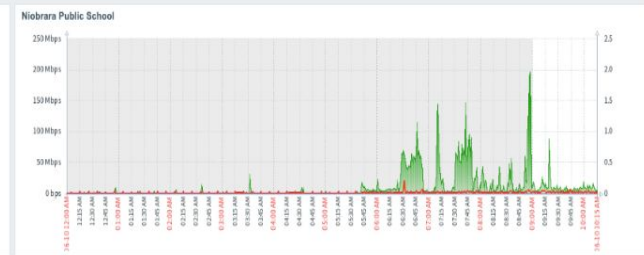
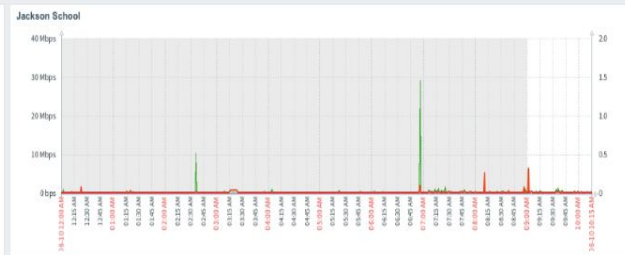
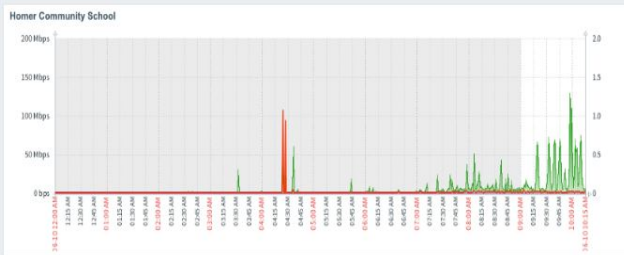
GitHub

Monitoring events from audit logs of your GitHub organizations.



Office 365

Security events related to your Office 365 services.





District technology support and contracts

- We now serve roughly 50% of our districts with direct support through technology support contracts
 - This has caused our team to grow to fulfill the need
- We continue to support our non-contracted districts by
 - Offering quarterly in person LAN Manager Meetings
 - Virtual meetings also occur throughout the year
 - We are looking at adding a separate capacity building development day
 - Sending out alerts for critical vulnerabilities
 - Maintaining an active Slack workspace for quick, easy and effective communication



Upcoming Projects

- Firewall Project
 - Most were ordered this year with a few being purchased via unused erate funds, which saved us and districts money
 - For next year, 3 will be ordered with an additional 4 that we are planning to extend support on
 - Districts were very grateful for this investment
- Our current phone system goes end of life next year. We will be looking at replacement options very soon
- Linewize is coming up for renewal - Similar pricing to what it was 3 years ago (~\$150,000)
- Staff devices will again be purchased this summer (~\$70,000)



Thank you for your time

Any Questions?

For ESUCC Office Only
Total MSA Amount Due: \$ _____
Billed Quarterly



Master Service Agreement with the ESUCC

This ESUCC Service Agreement ("Agreement") is entered into by and between the Educational Service Unit Coordinating Council (the "ESUCC") and Educational Service Unit Number **1** (the "ESU").

I. Background

The ESUCC is charged by NEB. REV. STAT. § 79-1245 with the administration of statewide education initiatives and provision of statewide education services. The ESU wishes to receive certain services and participate in certain projects that are conducted by the ESUCC, and the ESU wishes to have certain services and initiatives made available to its member school districts. The parties to this Agreement agree to services and Projects on the following terms and conditions.

Each Project is described more specifically in the identified Exhibits.

II. Services Provided Requiring a Fee

The ESUCC agrees to provide the following Projects.

1. Teaching and Learning Division: Affiliate Budgets ([Exhibit "A"](#)).
No change.....**Fee Amount: \$2,550**
2. Teaching and Learning Division: ESUPDO Events, per day/per participant ([Exhibit "A"](#))
No change.....**Fee Amount: \$25**
3. Teaching and Learning Division: Special Projects ([Exhibit "A"](#)).
No change.....**Fee Amount: Up to \$7,500**
4. Teaching and Learning Division: Digital Learning Services and Projects ([Exhibit "A"](#)).
No change.....**Fee Amount: \$5,700**

- 5. Executive Division: Legislative and Government Relations ([Exhibit "C"](#)). Contract year Month-Month, so the \$ is subject to any rate changes.
Vendor Contract Term March 2, 2024-March 1, 2026
Subject to change at the end of the vendor contract term.....(regular session) Fee Amount: \$3,306
- 6. Technology Division: Student Services Projects ([Exhibit "B"](#)).
No change.....Fee Amount: \$6,000
- 7. Executive Division: SMART ([Exhibit "C"](#)). This item excludes costs of out of state SMART.
No change.....Fee Amount: Up to \$1,500

III. Optional Services Provided Requiring a Fee

In addition to the non-electible projects and fees, the ESU has the ability to participate in additional projects through the ESUCC. By initialing next to each of the desired projects listed below, the ESU voluntarily elects to participate in and access the identified projects and the ESU shall pay the ESUCC the associated fee(s), as identified below. If the ESU desires to have the School Districts billed directly, please check the box for that item (only available for select service).

- ___ 8. Teaching and Learning Division: OverDrive Professional Library: ([Exhibit "A"](#))
Vendor Contract Term September 1, 2025-August 31, 2026
Subject to change at the end of the vendor contract term.....
Fee Amount: Up to \$600

- ___ 9. Executive Division: SPARQ Negotiations:
Vendor Contract Term April 1, 2025-March 31, 2026. *\$15,000 divided by the participating ESUs* ([Exhibit "C"](#))
Subject to change at the end of the vendor contract term..Fee Amount: \$1,000

- ___ 10. Technology Division: Student Records System (SRS): ([Exhibit "B"](#))
No change.....Fee Amount: See Tier Schedule Below

<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>	<u>Tier</u>
\$192	\$202	\$208	<100
\$499	\$524	\$540	100-249
\$993	\$1,043	\$1,074	250-499
\$2,982	\$3,131	\$3,225	500-999
\$3,938	\$4,135	\$4,259	1000-1999
\$4,922	\$5,168	\$5,323	2000-3999
\$9,374	\$9,643	\$9,932	4000-17999

V. Term

The term of this Agreement shall commence on August 1, 2025, and continue until July 31, 2026. A new Agreement will be required for any services or support by the ESUCC after August 31, 2026.

VI. Responsibilities of the ESUCC

The ESUCC agrees to provide and support the services offered with reasonable care, skill, and diligence. The ESUCC shall employ or assign qualified personnel staff to support and oversee the services provided. The ESUCC and its staff will promptly and reasonably respond to ESUs for support and assistance with such services. The ESUCC will reasonably assure that the ESU’s member school districts have access to the projects and services provided to the ESU, when applicable.

The ESUCC reserves the right, in its sole discretion, to make changes to the operation of each of the projects referred to herein, including, but not limited to, an increase in the fees charged for particular projects. If the ESUCC determines that a fee increase is necessary for the continued operation of any particular project, the ESUCC will notify the ESU in advance. The ESU shall then have 14 days to elect out of the project. If the ESU does not elect out of the project within 14 days, then the ESU shall be obligated to pay the increased fee.

VII. Responsibilities of the ESU

The ESU will cooperate with the ESUCC and provide necessary information and access as reasonably required for the ESUCC to perform the services. The ESU agrees to follow the reasonable expectations and directives of the ESUCC regarding the services selected by the ESU. The ESU further agrees to promptly communicate to the ESUCC any concerns or problems with any such services.

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.

The ESU agrees to pay the fee(s) to the ESUCC within ninety days of the invoice and may be mailed to 1292 East 4th Street, Ainsworth, NE 69210. The ESUCC reserves the right to refuse any service(s) to any ESU that fails to timely submit payment, and no ESU will be entitled to participate or access any service if said ESU failed to timely pay the required fee(s). An ESU who fails to timely pay the required fees may be excluded from all Projects and forfeits any right to participate in said projects.

The parties expect the ESU (and its staff) will be appropriately involved in each project to ensure the oversight and maintenance of the projects.

This Agreement does not obligate or commit the ESU to to engage the ESUCC on an exclusive arrangement for any of these projects.

8. Termination

The ESU may request to terminate this Agreement or any elected projects for any reason at any time by giving written notice to the ESUCC. There shall be no refund or reimbursement by the ESUCC if the ESU terminates this Agreement in the middle of the Agreement term without cause, unless a majority of the ESUCC Board votes to authorize a requested refund. A majority of the ESUCC Board and the ESU may also vote to amend or supplement this Agreement during the term of the Agreement for any reason the ESUCC Board deem appropriate.

If the ESU believes the ESUCC has materially breached this Agreement, then the ESU shall notify the ESUCC in writing of the ESU's concern(s). The ESUCC shall then have thirty days to cure any alleged breach. If the ESUCC disputes the alleged breach, then the parties shall agree to meet at the ESU to address the specific concerns and find a mutually agreeable solution. If, after that meeting, the ESUCC is unable or unwilling to cure the alleged breach, then the ESU may terminate the Agreement for cause. If the ESU terminates the Agreement for cause, the ESU shall only be entitled to a refund for any amount(s) paid if a majority of the ESUCC Board approves the ESU's request for a refund, and the ESUCC Board shall, in its sole discretion, determine the refund amount (if any).

The ESUCC may terminate this Agreement for any reason at any time by giving ninety days' written notice to the ESU. If the ESUCC terminates this Agreement, then the ESU shall be entitled to a refund for the amount paid by the ESU in an amount proportional to the number of days the service was available to the number of days the service was unavailable.

IX. Confidentiality

Each party agrees to keep confidential all non-public information received from the other party. All information and data shared or exchanged between the parties shall fully comply with Nebraska law and FERPA.

X. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

XI. Damages and Indemnification

To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, its officers, agents and employees from all claims, damages, losses and expenses arising out of or resulting from the services provided under this Agreement that results in any claim for damage whatsoever. This Section shall not require either party to indemnify, or hold harmless, the other party for any losses, claims, damages and expenses arising out of or resulting from the intentional or negligent act or omissions of the party.

XII. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

XIII. Other Information

From time to time, the ESUCC and ESU may agree to develop and implement new or additional 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.

Given the upfront and ongoing expenses associated with each service, the fee(s) paid by the ESU are generally not refundable. By entering into this Agreement, the ESU agrees to accept the identified services for the entire term of the Agreement and may not cancel or revoke services with any expectation of reimbursement(s) or refund(s), except as provided in Section VIII.

Each ESU must contribute to the ESUCC the fees associated with each project. The ESU and ESUCC agree to follow the expectations outlined in those Exhibits, as well as those reasonable expectations and updates that may be announced or provided during the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ESUCC CEO

ESU Administrator

ESUCC CEO Signature

ESU Administrator Signature

Date

Date

Exhibit "A"
Teaching and Learning Division

1. ESUPDO Affiliate Budgets.

- a. Network Operations Coordinators Affiliate (NOC):
NOC supports the extensive communications network within and among the ESU's and school districts.
- b. ESU Special Education Population Directors (ESPD):
ESPD consists of Special Education Directors and other similar personnel from across the state providing support for compliance related topics.
- c. Teaching and Learning with Technology Affiliate (TLT):
TLT connects educators with resources, best practices, and emerging technologies to transform teaching and learning within the classroom.
- d. Staff Development Affiliate (SDA):
SDA is responsible for providing staff development as well as school improvement for school districts.

2. ESUPDO Events

The ESUPDO serves as the umbrella to the statewide professional development opportunities for ESU personnel statewide. The ESUPDO is a collaborative effort to provide statewide training and alignment of efforts for ESU personnel and key NDE staff statewide. ESUPDO consists of four affiliate groups composed of ESU personnel across the seventeen ESU's with representation from essential NDE Staff. ESUPDO events may include registration, materials, and other fees. Such fees will be set at no more than \$25 per participant person per day.

3. Special Projects

The ESUCC may facilitate special projects, organize and facilitate programs, or serve as a fiscal agent for activities to enhance professional development opportunities. Adding a special project would require a description of the project presented to the board and a majority vote to have the project added to this MSA. By adding the project to the MSA, the ESUs are not obligated to participate, only that the project is **available** to all ESUs or schools. Participation decisions would be made by each ESU individually.

4. Digital Learning Services and Project.

- a. Distance Education Brokering:
The ESUCC provides the Nebraska Virtual Instruction Source (NVIS) course clearinghouse for use in finding and exchanging distance education courses between participating ESUs and school districts.
- b. Learning Object Repositories (LOR) and Open Education Resources (OER):
ESUCC coordinates access to digital libraries that enable educators from within participating ESUs to use professional educational resources that are aligned to academic standards. The Nebraska OER hub is available to all ESUs and their district schools and offers statewide access to local and national open educational resources.
- c. 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.

5. OverDrive Professional Development Library.

The ESUCC OverDrive Professional Library is a customized digital collection of ebooks and audiobooks for use by ESU and school district staff across the state.

Exhibit "B"
Technology Division

1. Student Services Projects:

a. Student Records System (SRS):

ESUCC maintains SRS which 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 access to files via the internet. SRS training is provided across the state for district staff and college and university staff. School Districts electing to utilize the SRS system must pay an additional fee to receive access.

b. 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.

a. 504 Plan:

ESUCC designed and maintains the Section 504 Project which is an online record system designed to create documentation necessary for the Rehabilitation Act of 1973 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. This is an add on to the SRS system.

Exhibit "C"
Executive Division

1. 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. Should a special session of the Legislature convene, there will be an additional contract with the government relations group with whom ESUCC works.

2. SIMPL/SMART

The ESUCC continuously develops and maintains the software operating the SMART (formerly known as SIMPL) online service management tool for use by the Nebraska ESUs and ESUCC. This tool supports ESUs in their data-driven process utilized to systematically identify the needs of their school districts and thereafter develop services to fill the gaps. The SMART online tool allows ESUs to assess the available services for implementation at the school district level.

3. SPARQ Negotiations:

SPARQ Negotiations is a web-based online data collection system used to compare settlement information, provide prevalence reports, view negotiated agreements and perform placement calculations.