

**EDUCATIONAL SERVICE UNIT 10
CONTRACT FOR
SPECIAL EDUCATION SERVICES**

THIS AGREEMENT, made and entered into this 29th day of January, 2023, by and between **EDUCATIONAL SERVICE UNIT 10** of the State of Nebraska hereinafter called "**SERVICING AGENCY,**" and **ARAPAHOE PUBLIC SCHOOLS**, called "**DISTRICT.**"

WITNESSETH:

The District does hereby agree to hire the Servicing Agency to service its age-eligible students with disabilities during the school year 2023-24, and the Servicing Agency agrees to act as such Servicing Agency, for the consideration and under the terms and conditions as hereinafter set forth:

1. A description of the program of special education and related services to be provided to District students shall be as set forth in Schedule "A" hereto attached, including full-time equivalency (FTE) provided in 2022-23 and anticipated in 2023-24 unless district notifies servicing agency otherwise.
2. The District shall pay the Servicing Agency for said special education and related services in accordance with Schedule A. This Schedule shall be in full force and effect during the school year of 2023-24, commencing not earlier than August 1, 2023, and ending not later than August 20, 2024. The total dollar amount of this contract will be submitted to the district on or before July 1, 2023, or as soon as the budgets are set for the Servicing Agency, whichever is later.
3. The District agrees that the costs for the actual services rendered will be reconciled by the Service Agency, and the amount payable for those special education services to be delivered by the Servicing Agency shall be paid in full. All programs and services will be billed based on the actual services delivered as outlined in Schedule A, based on the structure in Schedule B.
4. The District agrees that the amount payable for special education services the first month of the school year will be one-tenth (1/10) of the budgeted cost with payment due on or before October 16, 2023.
5. The Servicing Agency agrees to bill the District for the actual cost of special education services rendered and to reconcile prior overpayment or underpayment based on actual services rendered.
6. The Servicing Agency agrees to provide the District with the final billing, a complete reconciliation of the actual costs of services rendered, and the actual rate for cost of services. The final billing to the District shall serve as a final reconciliation of the amount of payment previously agreed upon in item two of this contract.
7. The District agrees that the final billing for special education services submitted to the District by the Servicing Agency for actual services rendered during the contract period shall be considered as an amendment to the original contract and shall be included in full by this reference. If the District does not dispute any of the amounts or services contained in the final billing within 30 days, the parties agree that it will be incorporated in full as an amendment to this contract.
8. Special education programs or services which extend beyond the regular school year will be provided by the Servicing Agency upon request by the District. Extended programs shall be covered by separate contract.
9. It is further agreed that in the event the District does not pay the Servicing Agency as herein set forth, the Servicing Agency may cancel this contract and refuse further service. In the event of such Cancellation, the Servicing Agency may recover any past due amounts and exercise any other rights that may exist by law.
10. The Servicing Agency shall record and supply to the District, upon request, information on each child for whom services are contracted, including time-and-effort logs detailing the services provided, the name of the provider, the duration of the services, and the date on which services were provided. The Servicing Agency agrees to confer with the District for purposes of evaluating such child's progress and the District's compliance with applicable laws.

11. The Servicing Agency shall assist the District with the preparation of plan and budget, financial reports and other procedures, artifacts, and obligations required by NDE Rule 51 or 52.
12. The District and the Servicing Agency agree to abide by the mandated procedures for identification, verification, placement, development of the individualized program, inspection and review of student records, and other requirements as specified in NDE Rules 51 and 52, Regulations and Standards for Special Education Programs, Nebraska State Department of Education, and the current Federal Regulations implementing IDEA.
13. The District hereby agrees that changes or modifications in the program or children served shall be mutually agreed upon before said change or modifications are implemented.
14. Should the Servicing Agency be unable to render the services contracted because of the Servicing Agency's inability to employ personnel who meet the criteria for employment of the Servicing Agency and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the Servicing Agency to be valid, the Servicing Agency has no obligation to provide services contracted for but not provided or reimburse the District for any additional cost incurred to procure those services. The Servicing Agency values its collaborative relationship with the District and will give reasonable efforts to assist the District in procuring those services. The District will be notified no later than September 1, 2023 of the Service Agency's inability to provide any services under this contract.
15. The District agrees that any act intentionally and unilaterally done which may cause litigation against the Servicing Agent shall be defended at the sole expense of the District and any damages assessed against the District for the Servicing Agency or either of them shall be borne entirely by the District. This paragraph shall not operate to indemnify or relieve the Servicing Agency of any liability otherwise attaching to it under any applicable state or federal law, nor to any action undertaken by the District in the provision of special education services or related services which are undertaken in consultation with the Servicing Agency or in a good faith effort by the District to comply with lawful obligations of the District.
16. **The District agrees that in the event the District desires to change the services provided by this contract for a subsequent year whether by change in full-time equivalency, staffing, change in percentage FTE of any area of endorsement held by personnel presently assigned to the District, or to eliminate any program or service being provided pursuant to this contract, the District shall notify the Servicing Agency administrator in writing of such requested change on or before March 1, 2023 (next preceding the starting date of the school year to be affected by any changes) as are described in this paragraph.**
17. **The District agrees that in the event that no such written notice is made to the Servicing Agency on or before March 1, that the Servicing Agency shall be entitled to assume that the District desires the same FTE in all areas of endorsement, certification or other qualification, and in all programs it had through this contract with the Servicing Agency, including in Schedule A. In the event the District should later notify the Servicing Agency of a diminished request for FTE in any area of endorsement, certification or other qualification, or in any program or service provided by this contract, the Servicing Agency shall use its best effort to find other employment for such affected personnel, provided, however, that in the event such personnel cannot be reassigned and to the extent that such personnel constitute a cost to the Servicing Agency that cannot be passed through by way of contract or otherwise, the District agrees to pay any cost incurred by the Servicing Agency for such personnel.**
18. This contract may be renegotiated or amended by mutual agreement.

ACCEPTED FOR **ARAPAHOE PUBLIC SCHOOLS** AS **DISTRICT**

THIS _____ DAY OF _____ 2023

BY _____
President or Secretary of Board

ACCEPTED FOR **EDUCATIONAL SERVICE UNIT 10** AS SERVICING AGENCY

THIS _____ DAY OF _____ 2023

BY _____

Secretary of the Board of Education, ESU 10

Schedule B

Special Education Services are billed in 3 different ways. They are explained below including the rationale for the way the different services are billed.

FTE

Speech Language Pathology (SLP) is billed by FTE. The FTE amount is calculated by taking the total budget for the SLP program and dividing it by the amount of SLP FTE employed by the service unit for that fiscal year. Districts are billed based on the percentage of FTE they contract for.

Rationale for billing it this way: Historically, districts have requested a specific number of days of SLP time according to their districts' needs and duties of their SLP. Billing by FTE guarantees that they are able to secure the time they desire. SLPs spend more consistent time in a district than other disciplines.

ADM

Audiology, Physical Therapy, Occupational Therapy, School Psychology, and Supervision are billed as cooperative programs. This means that the programs are joined by school districts and the cost of the program is billed to the school district based on their Average Daily Membership (ADM) as submitted annually to NDE.

Rationale for billing this way: The needs in these programs ebb and flow as often as week by week so billing them in this manner means that districts can have their needs met as they come up without budget adjustments week by week. It allows for flexibility for districts and ESU staff to respond more immediately to whatever needs arise. Logically, a district with more students is going to have more needs so they have more time in the staff member's schedule. Because districts pay based on ADM, larger districts will have higher charges and smaller districts will have lower charges.

Per Student

Deaf Education (DHH) and Vision Education (VI) are billed on a per student cost according to the caseload of the provider. The budget or costs for the month are divided by the number of students on a service provider's caseload and that gives us the per student cost. The per student cost is multiplied by the number of students on the caseload in that specific district and then billed to the district.

Rationale for billing this way: Students who are DHH or VI are a very low incidence disability so there is not a need to bill by FTE and it is inequitable to bill by ADM. The low incidence of these disabilities and the size of ESU 10 districts make it unlikely that statistically it would fit the ADM pattern so we bill these programs on a per student basis to the districts who need the service.

Schedule A

**EDUCATIONAL SERVICE UNIT 10 BUDGET FORM
2023-2024
Agency Code--950010**

District Name: Arapahoe Public Schools

Contracted Reimbursable School Age Services

| | NDE Service Code | 2022-23 Percent Per District | 2023-24 Percent Per District |
|---|-----------------------------|---|---|
| Speech Teacher School Age - Secondary | 4001 | - | - |
| Speech Teacher School Age - Elementary | | - | - |
| SpEd Supplemental Super School Age - Secondary | 0001 | 0.100 | 0.1000 |
| SpEd Supervision School Age - Elementary | | - | - |
| D/E Audiology School Age - Secondary | 1003 | - | - |
| D/E Audiology School Age - Elementary | | - | - |
| Deaf Education Services School Age - Secondary | 2014 | 0.024 | 0.0265 |
| Deaf Education Services School Age - Elementary | | - | - |
| D/E Psychology School Age - Secondary | 1002 | - | - |
| D/E Psychology School Age - Elementary | | - | - |
| Occupational Therapy School Age - Secondary | 4006 | - | - |
| Occupational Therapy School Age - Elementary | | - | - |
| Physical Therapy School Age - Secondary | 4005 | - | - |
| Physical Therapy School Age - Elementary | | - | - |
| Vision Services School Age - Secondary | 2008 | - | - |
| Vision Services School Age - Elementary | | - | - |
| Vocational | 4012 | - | - |
| Licensed Mental Health Provider Service - Secondary | | - | - |
| Licensed Mental Health Provider Service- Elementary | | - | - |

Contracted Nonreimbursable Preschool Services

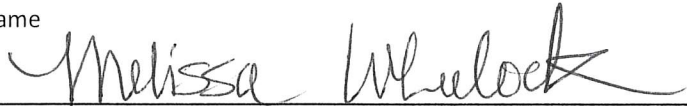
| | | 2022-23 Percent Per District | 2023-24 Percent Per District |
|------------------------------------|------|---|---|
| Speech Teacher Ages 3 - 4 | 4001 | - | - |
| Speech Teacher Birth - 2 | | - | - |
| SpEd Supervision Ages 3 - 4 | 0001 | - | - |
| SpEd Supervision Birth - 2 | | - | - |
| D/E Audiology Ages 3 - 4 | 1003 | - | - |
| D/E Audiology Birth - 2 | | - | - |
| Deaf Education Services Ages 3 - 4 | 2014 | - | - |
| Deaf Education Services Birth - 2 | | - | - |
| D/E Psychology Ages 3 - 4 | 1002 | - | - |
| D/E Psychology Birth - 2 | | - | - |
| Occupational Therapy Ages 3 - 4 | 4006 | - | - |
| Occupational Therapy Birth - 2 | | - | - |
| Physical Therapy Ages 3 - 4 | 4005 | - | - |
| Physical Therapy Birth - 2 | | - | - |
| Vision Services Ages 3 - 4 | 2008 | - | - |
| Vision Services Birth - 2 | | - | - |

signature of authorized school representative

NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2023-2024

Cooperative Program Name: ESU 10 Supplement Supervision Cooperative

Part V:

| | | |
|---|--|---|
| NAME OF ADMINISTRATIVE AGENCY: | Educational Service Unit 10 | School District or ESU ESU Number 950010 |
| Address: | P.O. Box 850 Kearney, NE 68848 | |
| Phone: | 308-237-5927 | |
| Name / Title of Administrative Agency Representative: Dr. Melissa Wheelock, Administrator | | |
| Name / Title of Contact Person: Jean Anderson, Special Education Director | | |
| Address: | Same | |
| Phone: | Same | |
| Signature: |  Administrative Agency | Date: 01 / 18 , 2023 |

Part VI:

| | | |
|--|---|---|
| Cooperative Program Participant: | Arapahoe Public School | School District or ESU Number: 33-0018 |
| Address: | 610 Walnut St. PO Box 360 Arapahoe, NE 68922-0360 | |
| Phone: | 308-962-5458 | |
| Name / Title of Cooperative Program Participant Representative: Robert Drews, Superintendent | | |
| Name / Title of Contact Person: Same | | |
| Address: | Same | |
| Phone: | Same | |
| Signature: | _____ Cooperative Program Participant Representative | Date: _____ |