

**2022-2023 Master Services Agreement Between the
EDUCATIONAL SERVICE UNIT #11 (ESU11)
and
SCHOOL DISTRICTS within ESU 11 Boundaries**

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into this 10th day of January, 2022 ("effective date") by and between THE EDUCATIONAL SERVICE UNIT 11, a political subdivision of the State of Nebraska, hereinafter referred to as "ESU 11", and Arapahoe Public School, a political subdivision of the State of Nebraska referred to as "the DISTRICT."

Recitals

Whereas, ESU 11 by NEB. REV. STAT. § 79-1204 may contract to provide services;

Whereas, the DISTRICT wishes to receive certain services and participate in certain Projects that are conducted by the ESU 11; and

Whereas, the DISTRICT wishes to have certain services and initiatives made available to its school district.

Now, therefore, the ESU 11 and the DISTRICT agree as follows:

I. General Provisions

1. 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 ESU 11 supplies to the DISTRICT for the 2022-2023 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESU 11's Projects.

2. Participation in Individual Projects. This Agreement outlines several Projects which ESU 11 has undertaken for the benefit of their member school districts. The DISTRICT may choose to participate in some, but not all of the Projects referenced by this Agreement. The DISTRICT shall indicate its intention to participate in a particular Project by marking, where indicated, each Project in which it wishes to participate in for 2022-2023. ESU 11 is only obligated to provide services to the DISTRICT for the Projects which the DISTRICT has marked as provided herein.

3. Term. The term of this Agreement shall be one (1) year,

commencing on August 1, 2022 and ending on July 31, 2023.

4. Provision of Services by ESU 11's Agents. The ESU 11 may contract with third parties to provide some or all of the services described in this Agreement. The DISTRICT hereby expressly agrees to the provision of those services by said third-party agents and agrees to cooperate with all agents of ESU 11 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 ESU 11.

5. 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.

6. New Projects. In the event ESU 11 determines to offer a new Project during the term of this Agreement and the DISTRICT 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.

7. 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.

8. 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 DISTRICT and ESU 11 concerning the subject matter addressed herein.

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

II. Technology Services

CONTRACT FOR TECHNOLOGY SERVICES & SUPPORT

1. ESU 11 agrees to deliver Local Area Network management via on site, the web, email, and phone, per a scheduled basis to the organization between July 1, 2022 and June 30, 2023 based on the support package selected below.
2. DISTRICT agrees to pay ESU 11 for the service used (**select one or more options**) and to budget for payment of:

TECHNOLOGY SUPPORT

RATE

<input type="checkbox"/> 200 hours	\$11,500	(\$57.50/hour)
<input type="checkbox"/> 150 hours	\$ 9,000	(\$60.00/hour)
<input checked="" type="checkbox"/> 50 hours	\$ 3,250	(\$65.00/hour)
<input type="checkbox"/> Hourly Rate		(\$80.00/hour)

OTHER SERVICES

- ☒ OverDrive Nebraska Shared Collection (eBooks & Audiobooks) - \$.81 per K-12 student*
- ☐ Universal Service Fund E-Rate Filing (transport services only) \$ 500.00

* Prices are subject to change based on how many districts choose to participate. Pricing listed above is based on participation from the prior year.

☒ **The DISTRICT wishes to contract for technology services and support as checked above.**

Educational Service Unit #11

For the 2022-2023 school year, our school is interested in purchasing the following via ESU #11 Volume Purchasing

School: Arapahoe Public School

(See attached document for a list of schools who currently use each program.)

IXL: (2022-2023 pricing) As a consortium, with 2500 licenses and up, prices are as follows:

(Pricing stays the same as last year)

1 subject	2 subjects	3 subjects	4 subjects
\$7.50	\$11.50	\$15.50	\$17.50

Our school will purchase IXL as part of a consortium as follows:

Subject(s):	Grades:	# of Students
Math	K-12	250
Language Arts	K-12	250

☐ No, our school does not plan to participate in IXL .

On to College w/John Baylor:

The pricing chart attached below is 2022-2023 pricing.

Middle School was added at no additional cost (+MS)

☐ Yes, number of Grade 9-12 students: _____

☒ No, our school does not plan to participate in On to College w/John Baylor.

BrainPOP: (2022-2023 pricing) All sites are eligible for a 10% discount on these prices.

OPTION #1 (24/7 Access, BrainPOP, BrainPOP Jr. & BrainPOP Espanol)

☐ Brain POP Combo \$2,600 for schools 250 enrollment or less.

☐ Brain POP Combo \$3,250 for schools over 250 enrollment.

OPTION #2 (Purchase either BrainPOP Jr. or BrainPOP without Espanol)

☐ Brain POP Junior K-2 \$1,595 for schools 250 enrollment or less.

☐ Brain POP 3-12 \$1,925 for schools 250 enrollment or less.

☐ Brain POP 3-12 \$2,395 for schools over 250 students.

☒ No, our school does not plan to participate in BrainPop.

Mystery Science: (2022-2023 pricing) The price will vary depending on the number of schools participating. (Pricing can vary from \$552 - \$1,325 per school for K-5th grade teachers)

☒ Yes, our school would like to participate in Mystery Science.

☐ No, our school does not plan to participate in Mystery Science.

SeeSaw: (2022-2023 pricing) Current price \$5.50

☐ Yes 3 year subscription _____ # of students (\$4.68/student which saves schools \$1,000 year for 3 years)

☐ No, our school does not plan to participate in SeeSaw.

Turnitin: (Plagiarism Checking Tool) (2022-2023 pricing - \$4.00 per student)

☐ Yes _____ # of students Our school does plan to participate in Turnitin.

☒ No, our school does not plan to participate in Turnitin.

If you have any questions about ESU #11 Volume Purchasing, please contact:

Jody Bauer, ESU 11, Technology Curriculum Consultant

III. Special Education

Student Records System (SRS): SRS is an online special education record keeping system. It creates all special education documents required by Rule 51, 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 from anywhere via the internet. SRS training is provided across the state for district staff and college and university staff.

SRS Fee. DISTRICTS participating in the SPED SRS Project must pay an additional fee to receive access to SRS. Fees will be assessed in accordance with the State established yearly cost per DISTRICT.

☒ **The DISTRICT wishes to participate in the SRS Special Education Project.**

IV. Contracted Special Education Services

1. That ESU 11 does hereby agree that it will furnish to the DISTRICT the following described special education services which meet the requirements of the State Department of Education. All rates are subject to the approval of the State Department of Education, and will be provided to the DISTRICT prior to the DISTRICT'S budget preparation.

2. That ESU 11 does hereby agree that it will furnish to the DISTRICT the following described special education services as follows:

A. Program Supervisory Services will be provided at a rate not to exceed eight percent of your special education program costs in accord with State Department of Education allowable costs.

B. Psychological Services
_____ 2 _____ Days per week

C. Speech Language Services
_____ 0 _____ Days per week

D. Transition Services
_____ 13 _____ Days per year

E. Occupational Therapy Services
_____ 0 _____ Days per week

F. Behavior/Mental Health Services

0 Days per week

G. Early Childhood Education Services -- Homebase Birth through Age 5

☐ Yes ☒ No

H. Resource Teacher – provide direct services as indicated on IEPs for students eligible for special education services.

0 Days per week

I. Special Education Instructional Coach – assist in the coordination of age and developmentally appropriate educational programming for special education students.

0 Days per year

J. Paraprofessional Services

0 Days per week

K. In-Service Training will be billed out based on your staff/student participation in programs sponsored by ESU 11.

L. Special Education Final Financial Reports

☒ Yes ☐ No

M. Teacher of the Deaf and Hard of Hearing

☐ Based on Service Time

3. Services shall be provided only to children who qualify for such service as specified in State Department of Education, Special Education Rules and Regulations.

4. ESU 11 shall supply to the DISTRICT a copy of the plan of service for each service provided.

5. ESU 11 shall supply recorded information on each child for whom services are contracted. ESU 11 agrees that it will confer with the DISTRICT personnel for purposes of evaluating each child's progress.

6. The placing of a child in said program shall be made by joint decision of ESU 11, the DISTRICT and the parent/s or guardian/s of said child.

7. ESU 11 agrees to perform the services, and the DISTRICT agrees that it will repay in accordance with ESU 11 rate schedule as approved by the Nebraska State Board of Education. This schedule shall be in full force and effect during the school year of 2022-2023 commencing not earlier than August 11, 2022, and ending not later than May 30, 2023.

8. ESU 11 retains the right to designate personnel to provide the services. All personnel provided by ESU 11 shall be fully endorsed to provide their respective services.

9. Policies regarding sick leave, personal leave, and professional leave shall be determined by ESU 11 for personnel providing services to the DISTRICT.

10. If for any reason the DISTRICT does not pay as agreed, ESU 11 may cancel this contract and forthwith without notice refuse further service to said DISTRICT, but the DISTRICT shall not be relieved from paying for services rendered by ESU 11 to the said DISTRICT to date of termination of service.

11. The School DISTRICT agrees that its payments will be made quarterly upon receipt of billings from ESU 11 in December, March, June, and August. The first three quarterly bills shall each reflect 1/4 of the estimated cost with the final quarterly billing adjusted to actual cost.

12. It is understood and agreed that in the event for any reason this contract does not comply with the State's requirements, it will be changed in accordance therewith, upon written notice by ESU 11 to the DISTRICT and advising the DISTRICT of the required changes to meet State requirements.

☒ **The DISTRICT wishes to participate in Contracted Special Education Services as detailed above.**

VI. High Ability Learner

ESU #11 HIGH ABILITY LEARNER EDUCATION CONSORTIUM Payment Categories for Participating Schools 2022-2023

Activity	HAL Consortium
ESU #11 Consultant/Enrichment Testing Service from Coordinator of Gifted Ed	Included
Summer Honors Program	No cost to School & Each student pays \$185
Academic Quiz Bowl	Included
Future Problem Solving Seminar	Included
Invention Convention	Included
Battle of the Books	Included

High Ability Learner Education Consortium

☒ **DISTRICT will participate in ESU #11 High Ability Learner Consortium
(100% remittance of State Funds)**

VII. Nursing

CONTRACTED SERVICE AGREEMENTS:

A. Nurse Services - Regularly Scheduled or On-Call Services - 2022-2023

1. THAT ESU #11 does hereby agree that it will provide the DISTRICT with the services of a fully qualified School Nurse during the 2022 - 2023 school year for the amount of time as specified below:

A. As needed (on call) ☒ YES ☐ NO

2. THAT ESU #11 does hereby agree to provide School Nurse services to the DISTRICT, and said DISTRICT does hereby agree to pay for said services in accordance with the provisions as set forth in Item 5 of this agreement. Said provisions shall be in full force and effect during the 2022 - 2023 school year.
3. THAT ESU #11 does hereby retain the right to designate personnel to provide the School Nurse services to the DISTRICT.
4. THAT ESU #11 does hereby agree to provide the DISTRICT with an itemized billing statement at the end of the year for the School Nurse services that were delivered during the year.
5. THAT the DISTRICT does hereby agree to make payment to ESU #11 upon receipt of a yearly-itemized billing from said ESU #11. The hourly rate for the service will be established by ESU #11 and provided to the DISTRICT after the budget for ESU #11's 2022-2023 fiscal year is determined.
6. THAT if for any reason the DISTRICT does not pay ESU #11 for the School Nurse services as agreed upon according to the provisions of this agreement, said ESU #11 may cancel this agreement and forthwith without notice refuse further service to said DISTRICT, but said DISTRICT shall not be relieved from paying for services rendered by said ESU #11 to said DISTRICT to date of termination of service.

☒ **DISTRICT will participate in the 2022-2023 ESU #11 School Nurse Services - Regularly Scheduled or On-Call Services.**

B. School Nurse Services - Student Health Appraisals

1. That ESU #11 does hereby agree that it will provide the DISTRICT with the following described School Nurse Services, which meet the requirements of the Nebraska State Department of Education and the Nebraska State Department of Health.
 - A. A Certificated School Nurse assigned by ESU #11 to administer individual student health appraisals at the locations of the DISTRICT'S elementary and secondary attendance centers at a mutually agreed upon time during the months of September - April, 2023. The student health appraisals and all related reports will be completed by a certificated School Nurse employed by ESU #11 in accordance with the requirements of the Nebraska State Department of Health and the DISTRICT.
2. THAT the contract rate for the School Nurse services described herein is \$10.50 per student for each individual student health appraisal.
3. THAT ESU #11 retains the right to designate personnel to provide the services. All School Nurses provided by ESU #11 shall be fully certificated by the Nebraska Department of Education to provide their services.
4. THAT policies regarding sick leave, personal leave, and professional leave shall be determined by ESU #11 for personnel providing services to the DISTRICT.
5. THAT the DISTRICT will be billed by ESU #11 following completion of the student health appraisals and all required reports. The amount billed to the DISTRICT will be the number of individual student health appraisals completed by the School Nurse multiplied by the contract rate as specified in Section 2 of this Agreement.
6. THAT if for any reason the DISTRICT does not remit payment for services provided as agreed, ESU #11 may cancel this contract and forthwith without notice refuse further service to said DISTRICT, but the DISTRICT shall not be relieved from paying for services rendered by ESU #11 to the said DISTRICT to date of termination of service.
7. THAT the School DISTRICT agrees to pay with one payment to be made within thirty days of receipt of the billing from ESU #11.
8. THAT it is understood and agreed that in the event for any reason this contract does not comply with the State of Nebraska Department of Education or the State of Nebraska Department of Health requirements, it will be changed in accordance therewith, upon written notice by ESU #11 to the DISTRICT and advising the DISTRICT of the required changes to meet State requirements.

☒ **DISTRICT will participate in Nurse Services-Student Health Appraisals.**

VIII. Title I Cooperative

ESU 11 Title I Consultant provides compliance support and assists Title I Staff in preparing for monitoring visits and other required reports. The schools are also supported by contact with the Title I Staff through e-mails and school visits. ESU 11's fee is 6% of the DISTRICT'S Title I allocation for the fiscal year.

☐ **DISTRICT will participate in the 2022-2023 ESU 11 Title 1 Consultant Services.**

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

FOR Arapahoe Holbrook Public School DISTRICT

☒ I certify that I have checked the relevant boxes above indicate the Projects in which the DISTRICT wishes to participate.

OR

☐ I certify that the DISTRICT Wishes to Participate in ALL of the above projects.

(Signature)

Brian F. Gegg, Superintendent

(Print Name and Title)

FOR THE **EDUCATIONAL SERVICE UNIT # 11:**

(Signature)

Greg Barnes, ESU 11 Administrator