

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

REGULAR MEETING May 13, 2025 AT 12:00 PM

AGENDA

1. Opening Procedures
 - a. Call to Order
 - b. Pledge of Allegiance
 - c. Open Meetings Act
 - d. Verification of Publication and Notification
 - e. Roll Call
 - i. Excuse Absent Board Members
2. Comments from Guests
3. Staff Presentations
4. Action Items
 - a. Consent Agenda
 - i. Approve Minutes of April Meeting
 - ii. Approve May Bills
 - iii. Approve the April Treasurer's report
 - iv. Approve May Agenda
 - b. Approve ESUCC Master Service Agreement
 - c. Approve resignation of Morgan Cavanaugh, LMHP.
5. Discussion Items
 - a. Legislative Update
 - b. Review ESU 15 External Visitation Report
6. Reports
 - a. Administrator
 - b. Board
 - c. Executive Session:
7. Adjournment

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

REGULAR MEETING

Monday, April 7, 2025 12:00 PM Central

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

Present: 8, Absent: 2.

1. Opening Procedures

1.a. Call to Order

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

1.b. Pledge of Allegiance

Pledge of Allegiance was cited.

1.c. Open Meetings Act

1.d. Verification of Publication and Notification

Vice President Sandman confirmed the meeting was advertised according to policy.

1.e. Roll Call

Present were: Nathan Behlke, Marty Conroy, Mary Dueland, Larry Gossen, Mike Harris, John Lechtenberg, Allison Sandman and Jesse Stevens.

1.e.i. Excuse Absent Board Members

A motion was made by Jesse Stevens to excuse absent board members: Repass & Loop, seconded by Nathan Behlke Motion Passed.

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

Yea: 8, Nay: 0, Absent: 2

Absent: Loop & Repass

2. Comments from Guests

3. Staff Presentations

3.a. Angie Dickey, PD Coordinator - Literacy Grant Update

ESU 15 Staff Developer, Angie Dickey, updated the board on the Literacy/Coaching Grant. Angie's role has transitioned into literacy. The state has selected five coaches to write the handbook for the literacy programs. Letters training is in the area of language arts and no one in our area is qualified to train it. At ESU 15, we are at 63% reading proficiency; the state wants it at 75% statewide. Next year the NSKS test will be changing. There are five or six different screeners being used.

There will be alternative testing, or alterations to the regular testing.

The week of Oct 20th, 2025 we are going to bring out a mobile vision screening. One will be set up in Chase Co. and then in McCook.

There is also a Reading Conference on July 17th in Kearney, NE.

4. Action Items

4.a. Consent Agenda

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

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

Yea: 8, Nay: 0, Absent: 2

4.a.i. Approve Minutes of March Meeting

4.a.ii. Approve April Bills

April Payables of \$196,139.82 and Payroll of \$88,111.24.

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

4.a.iv. Approve April Agenda

4.b. Approve ESUCC-Literacy/ Coaching Grant Stipend Payment

A motion was made by Larry Gossen to approve ESUCC-Literacy/ Coaching Grant Stipend Payment, seconded by Jon Lechtenberg Motion Passed.

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

Yea: 8, Nay: 0, Absent: 2

5. Discussion Items

5.a. McCook Office update

Mr. Picquet updated the board on the McCook building.

5.b. External Visitation Team Review

Mr. Picquet updated the board on the upcoming External Team Review. It will start at the MCC building to meet with reviewers. Then in Trenton on Wednesday for interviews.

6. Reports

6.a. Administrator

6.a.i. ESU 15 2024-2025 Financial Review

Mr. Picquet updated the board on the Financial status of the fiscal year.

6.a.ii. Legislative Update

Mr. Picquet updated the board on the legislative issues. The governor is not happy about package bills. LB653 option enrollment would take away the reasons to say no.

6.a.iii. Upcoming Events: NASBO State Convention April 24-25; NASB Member Golf Outing, Wed., June 11 (Kearney, NE)

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6.a.iv. Policy Updates

Mr. Picquet updated the board on the length of the session so policy updates will come later.

6.b. Board

6.c. Executive Session:

7. Adjournment

The meeting adjourned at 12:23 pm and the next board meeting is May 13, 2025, McCook Office @ 12 pm.

ESU 15

Check Listing Report

Payables - 5/13/2025

Check Date	Check Number	Payee	Description	Amount
05/13/2025	37473	Beavers, Heather	mileage	\$1,157.80
05/13/2025	37474	Behlke, Nathan	board mileage	\$75.60
04/09/2025	37456	Black Hills Energy	mccook-natural gas	\$165.15
05/13/2025	37475	Brenning, Laurie	supplies	\$107.00
05/13/2025	37476	Brown, Jason	mileage	\$239.40
05/13/2025	37477	Burke, Sharriea	mileage	\$1,210.80
05/13/2025	37478	Calvert, Sara	mileage	\$821.80
05/13/2025	37479	Capital One	supplies	\$585.09
05/13/2025	37480	Cavanaugh, Morgan	mileage	\$749.70
05/13/2025	37481	CenturyLink (AZ)	telephone	\$82.68
05/13/2025	37482	Chase County Schools	migrant after-school	\$528.88
05/13/2025	37483	City of McCook	utilities-mccook	\$82.84
05/13/2025	37484	Cortney Crocker	mileage	\$529.10
05/13/2025	37485	Crowne Plaza	hotel	\$3,798.70
05/13/2025	37486	Days Inn & Suites	hotel-prt	\$440.00
05/13/2025	37487	Dickey, Angie	mileage	\$1,941.27
05/13/2025	37488	Division of Early Childhood	prt-dec registration	\$1,800.00
05/13/2025	37489	Eakes Office Plus	copies	\$1,718.79
05/13/2025	37490	Educational Service Unit 16	contracted services/wrkshp	\$2,403.06
05/13/2025	37491	Educational Service Unit Coord Council	registrations	\$50.00
05/13/2025	37492	Ember's Bakery & Cafe	supplies	\$149.04
05/13/2025	37493	Englot, Angie	mileage	\$439.60
05/13/2025	37494	Erickson, Geraldine	mileage	\$282.80
05/13/2025	37495	Esch, Barb	mileage	\$527.69
05/13/2025	37496	Esu #15 Cafeteria/125 Plan	monthly fees	\$90.00
05/13/2025	37497	Evans, Makaley	cleaning-trenton	\$280.00
05/13/2025	37498	Fair Ways Landscaping	building maintenance-mowing	\$190.00
04/08/2025	37455	First Book Marketplace	title III- books	\$44.00
05/13/2025	37499	Gossen, Larry	board mileage	\$57.40
05/01/2025	37472	Great Plains Communications	telephone-mccook internet	\$633.75
05/13/2025	37501	Halleigha Beavers	cleaning-mccook	\$70.00
05/13/2025	37502	Hanson, John	mileage	\$256.25
05/13/2025	37503	Harris School Solutions	checks	\$357.31
05/13/2025	37504	Harris, Michael	board mileage	\$16.80
05/13/2025	37505	Hill's Family Foods	migrant supplies	\$87.41
05/13/2025	37506	Holiday Inn Express-McCook	hotel-kunnemann	\$110.00
05/13/2025	37507	Holthus, Caitlin	prt-travel exp-holthus	\$223.05
05/13/2025	37508	Hometown Family Radio	advertising	\$600.00
05/13/2025	37509	Hometown Leasing	copier lease	\$303.88
05/13/2025	37510	Isom, Jean	migrant-mileage	\$550.20
05/13/2025	37511	Kelly Dyer	prt-parent stipend	\$50.00
05/13/2025	37512	Kids First Preschool	migrant-purchased services	\$330.00
05/13/2025	37513	KnowBe4 Inc.	subscription renewal	\$947.70
05/13/2025	37514	Krutsinger, Lisa	mileage	\$824.60
05/13/2025	37515	Kunnemann, Carol	mileage	\$1,541.03
05/13/2025	37516	Lechtenberg, Jon	board mileage	\$86.80
05/13/2025	37517	Lopez, Aida	mileage	\$714.00
05/13/2025	37518	Lusk, Justen	migrant- mileage	\$792.40
05/13/2025	37519	McCook Daily Gazette	legal notice	\$17.40
05/13/2025	37520	McCook Public Schools	hanson ins	\$888.75
05/13/2025	37521	Mid-plains Community College	meal	\$554.80
05/13/2025	37522	MIDTESOL	title III-midtesol renewal	\$39.30

05/13/2025	37523	Midwest Duct Pros	building maintenance-trenton	\$1,300.00
05/13/2025	37524	Nauert, Breanna	mileage	\$1,197.00
05/13/2025	37525	Nebraska Public Power Dist	utilities-mccook	\$123.24
05/13/2025	37526	Noah's Ark Preschool	migrant-purchased services	\$106.00
05/13/2025	37527	Olsen, Tonya	mileage	\$1,145.80
05/13/2025	37528	Perry, Guthery, Haase & Gess.	legal fees	\$630.00
05/13/2025	37529	Picquet, Phillip	mileage	\$140.00
05/13/2025	37530	Propio Language Services	migrant language services	\$25.00
05/13/2025	37531	Quill Corporation	supplies-imperial	\$104.87
05/13/2025	37532	Realityworks Inc.	carl perkins-sw	\$3,937.44
05/13/2025	37533	Red River Press Inc.	title III- supplies	\$660.00
05/13/2025	37534	Richardson, Cynthia	board mileage	\$36.40
05/13/2025	37535	Sandman, Allison	board mileage	\$61.60
05/13/2025	37536	Strand, Amy	mileage	\$189.00
05/13/2025	37537	Taylor Livingston	prt stipend-livingston	\$50.00
04/25/2025	37458	The Busy Baker	misc-cookies	\$46.00
05/13/2025	37538	Thompson, Aaron	prt-stipend-thompson	\$479.89
05/13/2025	37539	Trails West Texaco	meals	\$251.55
05/13/2025	37540	Uerling, Hayley	prt-travel expense	\$35.99
05/13/2025	37541	University of Nebraska	prt-asd conf	\$250.00
05/13/2025	37542	USBANK	credit card	\$2,611.96
05/13/2025	37543	Verizon	phone	\$187.44
04/09/2025	37457	Viaero	migrant phone	\$83.38
05/13/2025	37544	Village Of Trenton	utilities	\$296.98
05/13/2025	37545	VK Electronics	maintenance-mccook door	\$135.00
05/13/2025	37546	Walker, Kelcey	mileage	\$548.40
05/13/2025	37547	Weimer, Todd	mileage	\$240.80
05/13/2025	37548	Werkmeister, Jessica	mileage	\$666.20
05012025	Liability	Aflac	Aflac After Tax	\$1,006.64
05012025	Liability	Blue Cross And Blue Shield	BCBS EE+CH HSA	\$33,986.73
05012025	Liability	KUNNEMANN HSA	HSA EE Carol Kunnemann	\$50.00
05012025	Liability	Colonial Life & Accident Insurance Co.	Colonial Life & Acc Ins	\$42.75
05012025	Liability	Community First Bank	NPERS	\$26,143.28
05012025	Liability	Community First Bank-FICA	Federal Withholding	\$9,541.03
05012025	Liability	Community First Bank-FICA	FICA	\$16,281.70
05012025	Liability	Community First Bank-FICA	Medicare	\$3,807.80
05012025	Liability	RICHARDSON HSA	HSA EE Cynthia McCorkle	\$100.00
05012025	Liability	Esu #15 Cafeteria/125 Plan	Cafeteria 125	\$2,091.68
05012025	Liability	BRENNING HSA	HSA EE Laurie Brenning	\$250.21
05012025	Liability	LegalShield, Inc	Pre-pd ID shield	\$71.80
05012025	Liability	MASA Global Building	MASA	\$70.00
05012025	Liability	MG Trust Company	MG 403(b)	\$4,075.00
05012025	Liability	Nebraska Depart. Of Revenue	State Withholding - NE	\$4,285.89
05012025	Liability	Principal Life Insurance Co.	LTD	\$361.02
05012025	Liability	BURKE HSA	HSA EE SHARRIEA BURKE	\$160.00
05012025	Liability	Vision Service Plan (CT)	Vision- Family- 125	\$249.22
			Total Payables	\$148,658.31
			Payroll	\$89,148.91
			Total Expenditures	\$237,807.22

2024-25

Taxes Collected

	Budget Amt.	September	October	November	December	January	February	March	April	May	June	July	Aug	% PAID	BALANCE
Chase	\$231,826.05	30,315.91	16,590.81	2,898.77	729.15	41,934.08	17,768.90	24,514.48	5,211.85					0.60	\$90,134.73
Dundy	\$144,785.67	29,475.09	10,057.48	591.54	361.20	25,954.03	16,932.21	1,725.41	3,780.75					0.61	\$55,907.96
Frontier	\$93,246.14	16,097.93	6,444.96	1,146.73	575.54	18,555.78	4,381.58	6,270.59	2,661.72					0.60	\$37,111.31
Furnas	\$15,857.14	1,904.73	905.88	405.91	0.00	4,236.34	417.79	1,478.65	163.49					0.60	\$6,344.35
Hayes	\$85,223.69	9,388.78	5,865.82	2,675.73	435.98	19,518.07	8,750.20	3,273.14	7,516.43					0.67	\$27,799.54
Hitchcock	\$123,234.60	23,143.88	7,467.85	1,487.99	173.66	21,824.82	12,729.69	1,928.21	4,386.97					0.59	\$50,091.53
Lincoln	\$40,267.27	6,364.44	3,358.45	254.85	249.54	6,722.25	1,125.02	2,194.05	781.65					0.52	\$19,217.02
Perkins	\$22.20	0.00	0.01	0.00	0.00	0.01	0.00	1.51	0.02					0.07	\$20.65
Red Willow	\$230,098.68	43,495.17	6,838.94	1,758.47	1,143.98	40,174.86	20,020.73	5,648.56	7,867.10					0.55	\$103,150.87
Total	\$964,561.43	160,185.93	57,530.20	11,219.99	3,669.05	178,920.24	82,126.12	47,034.60	32,369.98	0.00	0.00	0.00	0.00	59%	\$391,505.32

April 22, 2025

Treasurer Report

Balances as of April 22, 2025

Checking Account-ESU#15	\$ 1,188,942.08	Comm First Bank Balance-ESU#15	\$ 1,188,942.08
Money Market-Comm First Bank	\$ 275,157.53	-Outstanding checks	\$19,207.72
Flex Accts	\$2,000,000.00	May 2025 checks	\$ 237,807.22
Total	3,464,099.61	Total	\$ 931,927.14

Outstanding Checks

Date	Check #	Description	Amount
6/13/2022	34876	Cherie McClintock	\$75.00
12/7/2023	36210	Angie Englot	\$1,025.49
10/14/2024	37012	Kimberly Pearson	\$251.92
2/11/2025	37271	Angie Englot	\$421.20
3/11/2025	37349	Lisa Krutsinger	\$904.40
3/11/2025	37366	Tonya Olsen	\$1,178.20
4/1/2025	37384	Aflac	\$1,006.64
4/7/2025	37403	Morgan Cavanaugh	\$577.50
4/7/2025	37412	Educational Service Unit 16	\$2,174.86
4/7/2025	37415	Angie Englot	\$818.82
4/7/2025	37428	Lisa Krutsinger	\$505.40
4/7/2025	37430	Lincoln County Clerk	\$363.97
4/7/2025	37439	Noah's Ark Preschool	\$58.00
4/7/2025	37440	Occupational Therapy Services	\$8,613.50
4/7/2025	37454	Jessica Werkmeister	\$1,232.82
		Total Outstanding	\$19,207.72

Receipts

Date	Description	Amount
3/31/2025	State of Nebraska-Core Services	\$11,713.99
4/7/2025	Frontier Co Treasurer	\$2,661.72
4/8/2025	Perkins Co Treasurer	\$0.02
4/9/2025	Chase Co Treasurer	\$5,211.85
	ESU 16	\$5,066.76
	NASB	\$245.00
	Hitchcock Co Treasurer	\$4,386.97
4/10/2025	Lincoln Co Treasurer	\$781.65
4/11/2025	State of NE-MAC	\$1,868.20
4/15/2025	Hayes Center Schools	19361.91
4/16/2025	Red Willow Co Treasurer	\$1,725.41
4/17/2025	State of NE-MIP	\$22,041.75
4/22/2025	Dundy Co Treasurer	\$3,780.75
	Furnas Co Treasurer	\$163.49
	Hayes Co Treasurer	\$7,516.43
	Dundy Co Schools	\$31,878.11
	Hitchcock Schools	\$27,054.16
	Maywood Schools	\$20,525.66
	McCook Schools	\$11,635.78
	Medicine Valley Schools	\$21,855.50
	Southwest Schools	\$22,442.86
	Wauneta/Palisade Schools	\$26,346.52
4/22/2025	Henderson State Bank	\$415.07
	Henderson State Bank-MM	\$305.73
	Total Outstanding	\$248,985.29

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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 **15** (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.