

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 April 13, 2026 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 March Meeting
    - ii. Approve April Bills
    - iii. Approve the March Treasurer's report
    - iv. Approve April Agenda
  - b. Approve 2026-27 School Psychologist contract for Halsie Hamilton
  - c. Approve 2026-27 SLP contract for Cortney Crocker
  - d. Approve the 2026-2027 Staff Development Coordinator contract for Kali Curl
  - e. Approve the 2026-2027 ESU #15 Calendar
  - f. Approve Policy Updates to Article 3, Section 4.F, Section 5.D, and Section 5.D.3
  - g. Approve CLSD Grant Payment to Instructional Coaching Group
  - h. Approve CLSD Grant Payment to Vosaic
  - i. Approve ESUCC Master Service Agreement
5. Discussion Items
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, March 9, 2026 12:00 PM Central

McCook Library  
802 Norris Ave  
McCook, NE 69001

Present: 7, Absent: 3. Present: 6, Absent: 4.

## 1. Opening Procedures

### 1.a. Call to Order

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

### 1.b. Pledge of Allegiance

Pledge of Allegiance was cited.

### 1.c. Open Meetings Act

### 1.d. Verification of Publication and Notification

President Repass confirmed the meeting was advertised according to policy.

### 1.e. Roll Call

Present were: Marty Conroy, Mary Dueland, Mike Harris, Jon Lechtenburg, Jason Loop, Kate Repass and Jesse Stevens.

#### 1.e.i. Excuse Absent Board Members

A motion was made by Michael Harris to excuse absent board members: Behlke, Fisher & Sandman, seconded by Mary Dueland Motion Passed.

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

Yea: 7, Nay: 0, Absent: 3

Absent board members: Behlke, Fisher & Sandman

## 2. Comments from Guests

## 3. Staff Presentations

## 4. Action Items

### 4.a. Consent Agenda

A motion was made by Jesse Stevens to approve the consent agenda, seconded by Martin Conroy Motion Passed.

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

Yea: 7, Nay: 0, Absent: 3

#### 4.a.i. Approve Minutes of February Meeting

#### 4.a.ii. Approve March Bills

March Payables of \$142,466.66 and Payroll of \$92,085.49.

#### 4.a.iii. Approve the February Treasurer's report

#### 4.a.iv. Approve March Agenda

### 4.b. Approve the 2024-2025 Audit (Rauner & Associates will review)

A motion was made by Jason Loop to approve the 2024-25 Audit, seconded by Michael Harris Motion Passed.

Nathan Behlke: Absent, Michael Fisher: Absent, Allison Sandman: Absent, Martin Conroy:

Yea, Mary Dueland: Yea, Michael Harris: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

Trevor updated the board on our 2024-25 Fiscal Audit. He advised the board that all went very well with the audit.

4.c. Re-approve classified/non-index employee salaries

A motion was made by Jason Loop to Re-approve classified/non-index employee salaries, seconded by Mary Dueland Motion Passed.

Nathan Behlke: Absent, Michael Fisher: Absent, Allison Sandman: Absent, Martin Conroy:

Yea, Mary Dueland: Yea, Michael Harris: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate

Repass: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

## 5. Discussion Items

5.a. Legislative Updates

Mr. Picquet updated the board on the legislative session. There was discussion held on LB 1219, LB 653, LB 1050.

5.b. Building Committee Update

Mr. Picquet updated the board on the Building Committee. A survey was sent out, and we will look at the results and the budget. The building committee will discuss the results and will meet again.

## 6. Reports

6.a. Administrator

6.a.i. Recap ESUCC Legislator Day; Upcoming NRCSA Spring Conference; NRCSA Legislative Day- Feb. 26; All Staff Meeting, March 16

Mr. Picquet updated the board on the ESUCC Legislator Day; Upcoming NRCSA Spring Conference; NRCSA Legislative Day- Feb. 26; All Staff Meeting, March 16.

6.b. Board

6.c. Executive Session:

## 7. Adjournment

The meeting adjourned at 12:53 pm and the next board meeting will be April 13, 2026, at The McCook Library @ 12:00 pm.

# ESU 15

## Check Listing Report

### Payables - 4/13/2026

Check Date	Check Number	Payee	Description	Amount
04/13/2026	38326	Beavers, Halleigha	building maint-mccook cleaning	\$100.00
04/13/2026	38327	Beavers, Heather	mileage	\$814.90
04/13/2026	38328	Bosselman Energy, Inc	propane	\$38.13
04/13/2026	38329	Burke, Sharriea	mileage	\$619.15
04/13/2026	38330	Calvert, Sara	mileage	\$935.26
04/13/2026	38331	CenturyLink (AZ)	telephone	\$83.96
04/13/2026	38332	Chase County Schools	migrant -after school-sheaffer	\$489.28
04/13/2026	38333	Cooley, Dianna	mileage	\$1,402.15
04/13/2026	38334	Coppermill Steakhouse	meal-inservices	\$851.00
04/13/2026	38335	Cortney Crocker	mileage	\$440.80
04/13/2026	38336	Courtyard by Marriott	hotel-dickey	\$241.50
04/13/2026	38337	CPI	nonviolent crisis intervention-renewal	\$2,499.00
04/13/2026	38338	Days Inn & Suites	motel-picquet	\$220.00
04/13/2026	38339	Dell Marketing LP	migrant-computer	\$998.44
04/13/2026	38340	Dickey, Angie	mileage	\$1,286.79
04/13/2026	38341	Eakes Office Plus	copies	\$693.22
04/13/2026	38342	Educational Service Unit 16	contract services-long-feb 2026	\$2,327.47
04/13/2026	38343	Educational Service Unit Coord Council	board meeting-picquet/clsd-sda mtg	\$75.00
04/13/2026	38344	Englot, Angie	mileage	\$522.73
04/13/2026	38345	Esch, Barb	mileage	\$569.85
04/13/2026	38346	Esu #15 Cafeteria/125 Plan	2-monthly fees	\$180.00
04/13/2026	38347	Evans, Makaley	cleaning-trenton	\$280.00
03/13/2026	38309	Great Plains Communications	telephone-imperial	\$70.95
03/26/2026	38312	Great Plains Communications	telephone-trenton	\$303.87
04/13/2026	38348	Great Plains Communications	telephone-imperial	\$70.95
04/13/2026	38349	Hanson, John	mileage	\$244.16
04/13/2026	38350	Harris, Michael	board mileage	\$17.40
04/13/2026	38351	Hill's Family Foods	migrant-supplies	\$31.63
04/13/2026	38352	Holiday Inn Express & Suites-Lincoln South	migrant-hotel-calvert	\$220.00
04/13/2026	38353	Holiday Inn Kearney	hotel-lechtenberg	\$298.00
04/13/2026	38354	Hometown Leasing	copier lease	\$303.88
04/13/2026	38355	Instructional Coaching Group	clsd-jim knight training	\$60,000.00
04/13/2026	38356	Isom, Jean	migrant mileage	\$456.03
04/13/2026	38357	JourneyED.com, Inc.	microsoft renewal	\$2,241.58
04/13/2026	38358	Krutsinger, Lisa	mileage	\$551.00
04/13/2026	38359	Kunemann, Carol	mileage	\$1,133.18
04/13/2026	38360	Lechtenberg, Jon	board mileage	\$89.90
04/13/2026	38361	Lopez, Aida	mileage	\$627.13
04/13/2026	38362	Lusk, Justen	migrant mileage	\$1,078.08
04/13/2026	38363	McCook Daily Gazette	legal notice-prt/board	\$17.40
04/13/2026	38364	McCook Public Schools	hanson ins	\$937.54
04/13/2026	38365	Nauert, Breanna	mileage	\$233.45
04/13/2026	38366	NCS Pearson Inc.	q-interactive useage-slp/psych	\$319.61
04/13/2026	38367	NRCSA	2026 Spring conf reg	\$500.00
04/13/2026	38368	Occupational Therapy Services	ot services	\$8,747.00
04/13/2026	38369	Olsen, Tonya	mileage	\$605.38
04/13/2026	38370	Pearson, Kimberly	migrant mileage	\$89.90
04/13/2026	38371	Perry, Guthery, Haase & Gess.	legal fees	\$570.00
04/13/2026	38372	Picquet, Phillip	mileage	\$408.25
03/13/2026	38311	Post Master Trenton	stamps	\$156.00
04/13/2026	38373	Repass, Kate	board mileage	\$55.10
04/13/2026	38374	Richardson, Cynthia	board mileage/supplies	\$93.92

04/13/2026	38375	Strand, Amy	mileage	\$353.05
04/13/2026	38376	Trails West Texaco	meals-carl perkins mtg	\$42.77
04/13/2026	38377	University of Nebraska	PRT-asd conf-walker	\$235.00
04/13/2026	38378	USBANK	credit card	\$1,716.20
04/13/2026	38379	Verizon	telephone	\$159.90
03/13/2026	38310	Viaero	migrant-phone	\$83.82
04/13/2026	38380	Viaero	migrant-phone	\$83.58
04/13/2026	38381	Village Of Trenton	utilities	\$266.05
04/13/2026	38382	Vosaic	clsd grant-license	\$26,410.00
04/13/2026	38383	Walker, Kelcey	mileage	\$593.05
04/13/2026	38384	Weimer, Todd	mileage	\$203.00
04/13/2026	38385	Werkmeister, Jessica	mileage	\$245.78
04/13/2026	38386	West, Chelsey	contracted services-speech/mileage	\$4,804.95
04/01/2026	Liability	Aflac	Aflac After Tax	\$1,192.07
04/01/2026	Liability	Blue Cross And Blue Shield	BCBS EE+CH HSA	\$36,695.56
04/01/2026	Liability	KUNNEMANN HSA	HSA EE Carol Kunneemann	\$50.00
04/01/2026	Liability	Colonial Life & Accident Insurance Co.	Colonial Life & Acc Ins	\$42.75
04/01/2026	Liability	Community First Bank	NPERS	\$21,582.73
04/01/2026	Liability	Community First Bank-FICA	Federal Withholding	\$10,054.14
04/01/2026	Liability	Community First Bank-FICA	FICA	\$16,297.48
04/01/2026	Liability	Community First Bank-FICA	Medicare	\$3,811.54
04/01/2026	Liability	RICHARDSON HSA	HSA EE Cynthia Richardson	\$100.00
04/01/2026	Liability	Esu #15 Cafeteria/125 Plan	Cafeteria 125	\$2,266.68
04/01/2026	Liability	BRENNING HSA	HSA EE Laurie Brenning	\$241.51
04/01/2026	Liability	LegalShield, Inc	Pre-pd ID shield	\$71.80
04/01/2026	Liability	MG Trust Company	MG 403(b)	\$4,125.00
04/01/2026	Liability	Medical Air Services Association	MASA	\$70.00
04/01/2026	Liability	Nebraska Depart. Of Revenue	State Withholding - NE	\$4,072.28
04/01/2026	Liability	Principal Life Insurance Co.	LTD	\$408.33
04/01/2026	Liability	BURKE HSA	HSA EE SHARRIEA BURKE	\$160.00
04/01/2026	Liability	Vision Service Plan (CT)	Vision- Family- 125	\$229.72
			<b>Total Payables</b>	<b>\$232,808.66</b>
			<b>Payroll</b>	<b>\$91,044.39</b>
			<b>Total Expenditures</b>	<b>\$323,853.05</b>

2025-26

Taxes Collected

	Budget Amt.	September	October	November	December	January	February	March	April	May	June	July	Aug	% PAID	BALANCE
Chase	\$266,228.60	37,107.28	131,446.62	1,704.76	576.84	45,735.38	15,825.87	22,293.17						0.96	\$6,572.39
Dundy	\$162,452.47	30,002.70	11,247.31	2,050.04	264.53	27,559.74	15,947.84	3,038.12						0.55	\$72,342.19
Frontier	\$109,688.56	15,513.64	8,063.43	1,222.97	757.77	20,367.20	3,978.52	7,186.89						0.52	\$52,598.14
Furnas	\$18,120.47	1,886.98	696.58	94.72	389.83	3,815.14	820.15	2,222.79						0.55	\$8,194.28
Hayes	\$100,016.76	1,094.50	7,049.62	0.00	1,913.53	21,307.45	4,896.91	8,869.00						0.45	\$54,885.75
Hitchcock	\$142,169.43	22,440.04	8,987.50	1,539.40	451.84	24,836.52	14,143.30	2,269.16						0.53	\$67,501.67
Lincoln	\$46,001.09	7,685.74	3,980.73	81.33	199.51	7,363.39	1,868.30	2,648.25						0.52	\$22,173.84
Perkins	\$25.26	0.00	0.00	0.00	0.00	0.01	1.87	0.00						0.07	\$23.38
Red Willow	\$261,262.31	43,083.46	11,201.02	2,169.78	3,454.09	40,448.39	23,404.04	6,443.33						0.50	\$131,058.20
<b>Total</b>	<b>\$1,105,964.97</b>	<b>158,814.34</b>	<b>182,672.81</b>	<b>8,863.00</b>	<b>8,007.94</b>	<b>191,433.22</b>	<b>80,886.80</b>	<b>54,970.71</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>62%</b>	<b>\$420,316.15</b>

# March 24, 2026 Treasurer Report

## Balances as of March 24, 2025

Checking Account- ESU#15	<b>\$ 998,730.03</b>	Comm First Bank Balance-ESU#15	<b>\$ 998,730.03</b>
Money Market-Comm First Bank	<b>\$ 362,376.03</b>	-Outstanding checks	<b>\$3,284.57</b>
Flex Accts	<b>\$2,000,000.00</b>	April 2026 checks	<b>\$ 323,853.05</b>
<b>Total</b>	<b>3,361,106.06</b>	<b>Total</b>	<b>\$ 671,592.41</b>

## Outstanding Checks

Date	Check #	Description	Amount
10/13/2025	37914	Angie Englot	\$371.70
11/10/2025	37975	2B Clean	\$80.00
11/10/2025	37993	Ember's Bakery & Cafe	\$220.50
11/10/2025	38022	Kate Repass	\$53.20
12/9/2025	38090	Phillip Picquet	\$139.17
3/9/2026	38261	Beavers, Halleigha	\$50.00
3/9/2026	38263	Nathan Behlke	\$78.30
3/9/2026	38266	CenturyLink	\$83.24
3/9/2026	38271	Angie Dickey	\$1,007.85
3/9/2026	38274	Angie Englot	\$611.18
3/9/2026	38278	Michael Fisher	\$49.30
3/9/2026	38286	Jon Lechtenberg	\$89.90
3/9/2026	38298	Kate Repass	\$55.10
3/9/2026	38307	Jessica Werkmeister	\$395.13
			<b>\$3,284.57</b>

## Receipts

Date	Description	Amount
2/4/2026	State of NE-Core Services	\$6,094.17
3/9/2026	Frontier Co Treasurer	\$7,186.89
3/10/2026	Lincoln Co Treasurer	\$2,648.25
	Hayes Center Schools	\$20,473.89
3/10/2026	Chase Co Treasurer	\$22,293.17
	Great Plains Comm	\$38.07
3/12/2026	Furnas Co Treasurer	\$820.15
	Hitchcock Co Treasurer	\$2,269.16
	Mid Plains Comm College	\$100.00
3/13/2026	Hitchcock Co Schools	\$29,129.61
	McCook Schools	\$12,175.68
	Medicine Valley Schools	\$23,076.98
	Dundy Co Schools	\$35,886.89
	Dundy Co Treasurer	\$3,038.12
	Maywood Schools	\$21,535.75
	Red Willow Co Treasurer	\$6,443.33
3/18/2026	Furnas Co Treasurer	\$2,222.79
	Hayes Co Treasuer	\$8,869.00
	Wauneta/Palisade Schools	\$28,167.56
3/23/2026	State of NE-Service Coord	\$4,909.74
3/24/2026	Henderson State Bank	\$361.14
	Henderson State Bank-MM	\$395.59
	Henderson State Bank-CDs	\$19,726.00
	<b>Total Outstanding</b>	<b>\$257,861.93</b>

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# 2026

# ESU 15

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# DRAFT

# 2027

## AUGUST 2026

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					13

## SEPTEMBER 2026

S	M	T	W	T	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
						21

## OCTOBER 2026

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25	26	27	28	29	30	31
						22

## NOVEMBER 2026

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22	23	24	25	26	27	28
29	30					
						18

## DECEMBER 2026

S	M	T	W	T	F	S
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13	14	15	16	17	18	19
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27	28	29	30	31		
						74

## JANUARY 2027

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31						20

## FEBRUARY 2027

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28						
						19

## MARCH 2027

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28	29	30	31			
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## APRIL 2027

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25	26	27	28	29	30	
						22

## MAY 2027

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23	24	25	26	27	28	29
30	31					13

## JUNE 2027

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## JULY 2027

S	M	T	W	T	F	S
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

# 2026



## Calendar Summary

# ESU 15

EDUCATE • SERVE • UNITE

# 2027

### AUGUST 2026

3<sup>RD</sup> & 4<sup>TH</sup> New Teacher Training  
10<sup>th</sup> ALL SCHOOL KICK-OFF  
Mike Schmoker@McCook?  
13th - ESU 15 Fall Staff Day

### SEPTEMBER 2026

2<sup>nd</sup> - Community of Practice #1  
7<sup>th</sup> - Labor Day - Offices Closed  
10th - Superintendent's Mtg  
11th - PRT Meeting  
15th - MDT/SAT/504 w/NDE

### OCTOBER 2026

TBA ADCO W/16  
6<sup>th</sup> - Title I/III Workshop #1 of 3  
29TH -CPI TRAINING

### NOVEMBER 2026

10th - Superintendent's Mtg  
13th - PRT Meeting  
18<sup>th</sup> - Community of Practice #2  
20th - EC LETRS #2 of 2  
25th-27<sup>th</sup> Thanksgiving Break

### DECEMBER 2026

21st-Jan. 2<sup>nd</sup> - Holiday Break

### JANUARY 2027

TBA ANNUAL BOARD WORKSHOP & ADCO MEETING  
8<sup>th</sup> - ESU 15 Winter Staff Day  
15th - PRT Meeting  
25<sup>th</sup> - Title I/III Workshop #2 of 3  
28th - TIP Workshop w/NDE

### FEBRUARY 2027

2<sup>nd</sup> - Superintendent's Mtg  
3rd - Community of Practice #3

### MARCH 2027

5<sup>th</sup> - ESU 15 Spring Break  
19th - PRT Meeting  
24th - Community of Practice #4  
26th-29<sup>th</sup> - Easter Break

### APRIL 2027

6<sup>th</sup> - Title I/III Workshop #3 of 3  
8th - Supt. Mtg & Annual PRT  
22nd - Spring SPED Meeting

### MAY 2027

19th - ESU 15 Spring Staff Day  
31<sup>st</sup> - Closed Memorial Day

### JUNE 2027

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### JULY 2027

5<sup>th</sup> - Closed Independence Day



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## 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: ESUPO Events, per day/per participant ([Exhibit "A."](#))  
**No Change**.....**Fee Amount:** \$25
3. Teaching and Learning Division: Digital Learning Services and Projects ([Exhibit "A."](#))  
**No Change**.....**Fee Amount:** \$5,700
4. Executive Division: Legislative and Government Relations ([Exhibit "C"](#)).  
Vendor Contract Term November 1, 2026-March 1, 2028  
**\$241 increase** .....**(regular session) Fee Amount:** \$3,547  
**New**.....**(special Session, only billed if necessary) Fee Amount:** up to \$150
5. Technology Division: Technology Student Services Projects ([Exhibit "B"](#)).  
**No Change**.....**Fee Amount:** \$6,000

- 6. Executive Division: SMART ([Exhibit “C”](#)). This item excludes cost for SMART NE  
**No Change**.....**Fee Amount:** Up to \$1,500

**III. Optional Services Provided Requiring a Fee**

In addition to the above listed services, the ESU has the ability to participate in additional projects through the ESUCC. By placing your initials next to each of the desired projects listed below, the ESU voluntarily elects to participate in and access the identified projects. In the event the service has a fee associated, the ESU shall pay the ESUCC the associated fee(s), as identified below. All services will be billed to the ESUs unless otherwise selected (only available for select services.)

- 7. Teaching and Learning Division: Special Projects ([Exhibit “A.”](#)) - only billed if used  
**No Change (nothing billed as of 2/27/2024)**.....**Fee Amount:**Up to \$7,500

- 8. Executive Division: SPARQ Negotiations:  
 Vendor Contract Term April 1, 2025-March 31, 2026. \$15,000 divided by the 15 participating ESUs ([Exhibit “C”](#))  
**No Change** .....**Fee Amount:** \$1,000

- 9. Technology Division: Student Records System (SRS): ([Exhibit “B”](#))  
**3% Annual Fee Increase**.....**Fee Amount:** See Tier Schedule Below

2026-2027	2027-2028	2028-2029	Tier
\$202	\$208	\$215	<100
\$524	\$540	\$557	100-249
\$1,043	\$1,074	\$1,107	250-499
\$3,131	\$3,225	\$3,322	500-999
\$4,135	\$4,259	\$4,387	1000-1999
\$5,168	\$5,323	\$5,483	2000-3999
\$9,643	\$9,932	\$10,230	4000-17999

**IV. Term**

The term of this Agreement shall commence on August 1, 2026, and continue until July 31, 2027. A new Agreement will be required for any services or support by the ESUCC after August 31, 2027.

**V. 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.

**VI. 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 6949 S 110th Street, La Vista, NE 68128. 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.

## **VII. 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.

## **VIII. 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.

## **IX. Governing Law**

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

## **X. 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.

**XI. 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 VII.

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. ESUPO Affiliate Budgets: Section II.1.**

- 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 through Innovation Affiliate (TLI):  
TLI connects educators with resources, best practices, and emerging technologies to transform teaching and learning within the classroom.
- d. Professional Learning Association Affiliate (PLA):  
PLA is responsible for providing staff development as well as school improvement for school districts.

**2. ESUPO Events: Section II.2.**

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

**3. Digital Learning Services and Project: Section II.3.**

*Fees for this item will support ESUCC personnel expenses, any software development needs, or contract obligations.*

- 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.

- d. ESUCC supports the responsible and strategic integration of Artificial Intelligence (AI) in Nebraska’s educational ecosystem. This includes assisting schools and ESUs in exploring AI tools that enhance teaching, learning, and operational efficiency; providing guidance on ethical use, data privacy, and policy development; and facilitating professional learning that builds educator capacity to leverage AI for personalized instruction, assessment, and accessibility. Through statewide coordination, ESUCC helps ensure that AI innovations are implemented equitably, securely, and in alignment with Nebraska’s educational goals.
- e. ESUCC is committed to ensuring that all digital learning environments, resources, and technologies are accessible to every learner, educator, and staff member. This includes supporting the design and adoption of digital materials, platforms, and tools that meet accessibility standards such as Section 508 and the Web Content Accessibility Guidelines (WCAG). ESUCC provides guidance and professional learning to help schools and ESUs create inclusive digital experiences that accommodate diverse learning needs and abilities. Through statewide coordination, ESUCC promotes accessibility as a foundational principle of digital learning—ensuring equity, usability, and participation for all Nebraskans.

**4. Special Projects: Section III.7.**

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.

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**Exhibit “B”**  
**Technology Division**

**1. Technology Student Services Projects:**

*Fees for this item will support ESUCC personnel expenses, any software development needs, or contract obligations.*

a. Student Records System (SRS): **Section II.5., III.9.**

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: **Section II.5.**

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.

c. 504 Plan: **Section II.5.**

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.

**2. Cybersecurity: Section II.5.**

*Fees for this item will support ESUCC personnel expenses, any software development needs, or contract obligations.*

ESUCC leads statewide efforts to strengthen cybersecurity readiness, resilience, and response across Nebraska’s educational systems. As a non-regulatory statewide coordinator, ESUCC supports ESUs and school districts in safeguarding student and staff data, securing digital infrastructure, and aligning with national best practices and frameworks such as NIST and CISA. Through collaboration with state and federal partners, ESUCC helps ensure that Nebraska’s schools have the knowledge, tools, and capacity to prevent, detect, and respond to evolving cybersecurity threats while maintaining continuity of educational services.

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**Exhibit “C”**  
**Executive Division**

**1. Legislative and Governmental Relations Project: Section II.4.**

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. This project applies to regular and special sessions, although special session invoices will be sent only in the event of a special session. Because the vendor contract term ends prior to the end of this MSA contract term, fees are subject to change at the end of the vendor contract term.

**2. SMART: Section II.6.**

The ESUCC continuously develops and maintains the software operating the SMART 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: Section III.8.**

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. Because the vendor contract term ends prior to the end of this MSA contract term, fees are subject to change at the end of the vendor contract term.

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