

ESUCC
Executive Committee Meeting
Wednesday, September 6, 2017, 10:00 AM
ESU No.10, 76 Plaza Blvd, Kearney, NE 68845

Attendance Taken at 10:00 AM.

Jeff West (NE):	Present
Dr Kraig Lofquist:	Present
Dan Schnoes (ESU 03):	Present
Dr Larianne Polk (ESU 07):	Present
Geraldine Erickson (ESU 17):	Present

1. Call to Order
2. Roll Call
3. ESUCC Timeline
4. Agenda Item
 - 4.1. President Report on Committees Assignments
 - 4.2. Approve Home Base for Staff
 - 4.3. Approval of Attorney 2017-2018
 - 4.4. Approve ESUCC Executive Director for 2017-2018
 - 4.5. Approve Distance Learning Director for 2017-2018
 - 4.6. ESUCC/ESU Planning Process
 - 4.7. Policy Review
 - 4.8. KSB Trainings Fall 2017
 - 4.9. Multi-State ESA Conference
 - 4.10. Rule 84 Meeting

4.11. Forecast 5

4.12. New ESU Chief Administrator Mentoring Process

5. Next Meeting Agenda Items

6. Executive Session

7. Adjournment

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}

ESUCC Home Base (Aug 2017)

Dave Ludwig
Fremont Public Schools
957 N Pierce Street
Fremont, NE 68025

Beth Kabes (BlendEd)
ESU #7
2657 44th Ave
Columbus, NE 68601
** ??**

Rhonda Eis (IMAT)
ESU #5
900 West Court Street
Beatrice, NE 68310
** 10.5' X 10.5' or 110.25 square feet**

Priscilla Quintana, Colleen Lentz (COOP)
ESU #17
1292 East 4th Street
Ainsworth, NE 69210
** Colleen 172 sq. ft., Priscilla 158 sq. ft., Shared: Meeting room/copier 432 sq. ft., Storage room 200 sq. ft., for a Total 1134 sq. ft.**

Craig Peterson
ESU #11
412 W. 14th Ave.
Holdrege, NE 68949
**10'x10' office

Wade Fruhling, Dawn Litt (SRS, Coop)
NASB Building, Suite 200
1301 Stockwell Street
Lincoln, NE 68502
Approximately 586 square feet

Scott Isaacson, Project Coordinator, Deb Hericks, Mike Danahy
ESU #3
6949 South 110th Street
Omaha, NE 68128
** The space includes office plus we have a server rack in the server room that takes up about 4'3" space**

Nancy Movall (Innovation Grant BlendED/NROC Implementation Coordinator)
1586 Avignon Cir
Yutan, NE 68073

Other sites hosting equipment:

University of Lincoln/Nebraska Hall
**4'3" – space will decrease to one rack summer 2017



Karen Haase
Steve Williams
Bobby Truhe
Tim Malm
Shari Russell, Paralegal

August 29, 2017

Dave Ludwig, Executive Director
Educational Service Unit Coordinating Council
6949 South 110th Street
LaVista, NE 68128

Re: *Legal Representation Agreement*

Dear Mr. Ludwig:

We are delighted to confirm our agreement to serve as legal counsel for Educational Service Unit Coordinating Council. Our representation will begin upon our receipt of a copy of this Agreement. Our practice is to provide all clients with a written engagement letter so that you have a clear understanding of the terms of our representation of you and KSB School Law's policy for billing you for legal services.

We will charge hourly rates in connection with all of the work performed for your school. We send statements each month to the board in care of the superintendent. Our statements are due and payable each month. It is our firm's practice to record time in increments of one-tenth of an hour. We will assign tasks related to representing you among all of us, based on expertise, cost and availability. Karen Haase's current hourly rate is \$305.00, Steve William's current hourly rate is

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301 S. 13th St., Suite 210
Lincoln, NE 68508

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KSBSchoolLaw.com

\$280.00 and Bobby Truhe's current rate is \$210.00. Tim Malm is our associate attorney and his current hourly rate is \$165.00. Shari Russell is our paralegal and her current hourly rate is \$150.00. Any work completed by our law clerk will be billed at the hourly rate of \$100.00. Our hourly rates are annually adjusted.

When our firm incurs various expenses such as photocopying, postage, mileage, and communications (long distance telephone and fax), we also include those costs in our monthly statements.

KSB School Law is not requiring you to pay an up-front retainer. However, we reserve the right to do so in the event that specific circumstances arise hereafter that would, in our judgment, require the deposit of a retainer. Any retainer provided to us will be deposited in KSB School Law's trust account. By signing this Agreement, you give KSB School Law permission to collect fees and expenses from the retainer based on our monthly billing. KSB School Law will provide you with its statement of fees and expenses paid from the retainer. You may be called upon by KSB School Law, in our discretion, to replenish the retainer amount periodically. Any unused portion of the retainer remaining after all legal fees and expenses have been paid will be returned to you. You will not earn or be paid interest on the retainer.

Our representation of the school will continue until the matter you have retained us to advise you upon is concluded, you terminate our agreement, or we withdraw from the representation. Our representation of you does not include tax advice. You may terminate our representation of you at any time, with or without reason. Your termination of KSB School Law's representation in no way relieves you of the obligation to pay for legal services that have been rendered and expenses incurred prior to the time of termination or that are necessitated to make an orderly transfer of our file materials. Likewise, KSB School Law reserves the right to withdraw from representation under circumstances permitted by the applicable rules of professional conduct. At the conclusion of our representation of you, we will retain your legal files for a period of 7 years after we close our files. At the

expiration of the 7 year period, we may destroy these files unless you notify us in writing that you wish to take possession of them. We reserve the right to charge administrative fees and costs association with researching, retrieving, copying, and delivering such files.

KSB School Law has determined that there are no current conflicts of interest in our representation of you. However, as new matters arise in our ongoing representation of you, it is possible that new circumstances could present a conflict of interest concerning that new matter. If we become aware of a conflict we will promptly advise you and exercise our ethical obligation to withdraw or decline representation on the conflicting matter as required by the applicable rules of professional conduct. By signing this agreement, you acknowledge that we have informed you of the risks and the consequences of potential conflicts.

Please give one of us a call or drop us an e-mail at ksb@ksbschoollaw.com if you have any questions about this engagement letter, any bill for services, or any other matter pertaining our representation of you.

Yours very truly,

KSB School Law, PC, LLO

Karen A. Haase
karen@ksbschoollaw.com
Cell (402) 499-0547

Steve Williams
steve@ksbschoollaw.com
(402) 499-1869

Bobby Truhe
bobby@ksbschoollaw.com
(605) 670-2968

Approved and agreed to this ____ day of _____.

Superintendent or other Authorized Representative

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Scope of Work: ESU Coordinating Council Next Generation Design Project

PKR, Inc.

Rationale and Deliverables

Times are changing dramatically for educational service agencies nationally and for ESUs in Nebraska. Established by statute in 2007 and operating since 2008, the ESU Coordinating Council is ready to look toward the next generation of its history. Doing so is a matter of carefully considering the context that surrounds the Council, understanding the interacting dynamics that produce challenges and opportunities. It's also a matter of asking a new question... "what would we have in the next generation of the Coordinating Council if we could have what we want right now?" Stakeholder groups will answer that question differently based on their interests and the challenges they face. *Envisioning* the next generation will mean *engaging* selectively a range of clients, staff, and others who care about the future of ESUs in Nebraska. Then it will mean choosing the preferred functions, structures, and processes that embody the most exciting and complete future that can be imagined for the ESU Coordinating Council. Finally, it will mean working out a long-term plan for *enacting* the design. A design can rarely if ever be enacted in one go. Instead, bringing about significant change will take several cycles of effort, each one approximating the design but no one of them finishing it. In a way, the work undertaken by the Council will be like surveyor, architect, and general contractor rolled together. Survey the context and its implications...develop the blueprint or design...make the design a reality through leadership.

Dr. Susan Leddick of PKR, Inc., will lead the design process, document the decisions and activities that produced them, and produce a final document that includes problem formulation, design, and plan for approximation. The ESU Coordinating Council will form a Design Team (with guidance from Leddick) and identify a contact person to coordinate with Dr. Leddick, schedule meetings, invite participants, and handle logistics. The Design Team will be active producers of the new design. PKR, Inc., will bill the Council for travel expenses at the end of each working session. Payment is due on receipt of the invoice. PKR will provide itemized receipts to document expenses. Fees for the four days dedicated to this special project will be underwritten by BrightBytes.

Should the Coordinating Council request it, additional consultation to support the implementation phase of the project will be available on a fee basis after the design phase as described in this document is complete.



Engage...Envision...Enact

Anticipated Schedule, Activities, and Budget (2018)

<i>Date</i>	<i>Activity</i>	<i>Estimated Budget</i>
Week of January 15, 2018 (2 days for DT meeting in NE)	<ul style="list-style-type: none"> - Orient the Design Team (DT) to the design methodology. - Draft context. - Stakeholder analysis. - Draft problem formulation. - Collect specifications from the Design Team. (Serves as a model for the protocol to collect additional specifications.) - Organize for collecting specifications from selected stakeholders, using stakeholder groups identified in stakeholder analysis. This will be done by DT members, with guidance from Dr. Leddick. 	Travel: Transportation - \$800/trip (air & car) Lodging & Meals - \$200/night Est. Subtotal: \$1,200 <i>Transportation - \$800</i> <i>Lodging - \$400</i>
February 20-21, 2018 (2 days for DT meeting in NE)	<ul style="list-style-type: none"> - Second iteration of context and problem formulation. - Develop specifications (summary themes, then 7-10 final statements—themes and statements derived from all stakeholder comments, including those of the DT). - Generate the preliminary design(s), based on the 7-10 final specification statements. Select preferred design. - Assign follow-up development as needed. - Develop first approximation action plans. 	Est. Subtotal: \$1,200 <i>Transportation - \$800</i> <i>Lodging - \$400</i>
		Estimated total cost to ESUCC: \$2,400

Schedule and Budget Detail: [ESUCC Next Generation Project](#)

Submitted by Dr. Susan Leddick

October 2, 2017