

ESUCC

Executive Committee Meeting

Wednesday, February 4, 2015, 12:00 PM

Lincoln Public Schools 5905 O Street Lincoln, NE 68510 with DL sites: ESU No.1, 10, 6949

South 110th Street, LaVista, NE 68128

1. Call to Order

2. Roll Call

3. Agenda Item

3.1. Letter of Engagement (Attorney)

3.2. Executive Director Evaluation

3.3. Lobbyist

3.4. ESUCC/PDO Calendars 2015-2017

3.5. Master Service Agreement

3.6. ESU Services

3.6.1. Services Survey

3.7. ESEA Reauthorization

4. Next Meeting Agenda Items

5. Executive Session

6. Adjournment

{{Name: Agenda Item Name}}

{{Discussion: Agenda Item Discussion}}

{{Comments: Agenda Item Comments}}

{{Actions: Agenda Item Actions}}



January 13, 2015

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 \$300.00, Steve William's current hourly rate is

\$275.00 and Bobby Truhe's current rate is \$200.00. Shari Russell is our paralegal and her current hourly rate is \$150.00. Our hourly rates are annually adjusted, however, the above rates will not be adjusted during the 2015 calendar year.

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

**2015-16 Master Services Agreement Between the
Educational Service Unit Coordinating Council and
Educational Service Unit ____**

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into this ____ day of _____, 2015 ("effective date") by and between THE EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL, a political subdivision of the State of Nebraska, hereinafter referred to as "the Council" or "the ESUCC," and EDUCATIONAL SERVICE UNIT NO. ____, a political subdivision of the State of Nebraska referred to as "the ESU."

Recitals

Whereas, ESUCC is charged by NEB. REV. STAT. § 79-1245 with the administration of statewide education initiatives and provision of statewide education services;

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

Whereas, the ESU wishes to have certain services and initiatives made available to its member school districts.

Now, therefore, the ESUCC and the ESU agree as follows:

Article I. General Provisions

Section 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 ESUCC supplies to the ESU for the 2015-16 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESUCC's Projects.

Section 2. Participation in Individual Projects. This Agreement outlines several Projects which ESUCC has undertaken for the statewide benefit of Nebraska educational service units and their member school districts. The ESU may choose to participate in some, but not all of the Projects referenced by this Agreement. The ESU shall indicate its intention to participate in a particular Project by marking, where indicated, each Project in which it wishes to participate or make available to its member school districts. ESUCC is only obligated to provide services to the ESU for the Projects which the ESU has marked as provided herein.

Section 3. Term. The term of this Agreement shall be one (1) year, commencing on August 1, 2015 and ending on July 31, 2016.

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

Section 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.

Section 6. Right to Make Changes. ESUCC reserves the right in its sole discretion, to make changes to the operation of each of the individual Projects referred to herein, including, but not limited to, an increase in the fees charged for particular Projects, if the ESUCC determines that such fee increase is necessary for the continued operation of the particular Project, provided, however, that no such change shall have a material adverse impact on the ESU.

Section 7. New 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.

Section 8. 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.

Section 9. Indemnification. Each Party shall indemnify, defend and hold the other and its officers, members, employees and agents, harmless from any and all claims, causes of action, fines, penalties, damages, liabilities, judgments and expenses (including reasonable legal and other professional fees) incurred in connection with or arising from (1) the operation of any of the Projects referred to herein, (2) any violation or failure to comply with any federal, state or local law, ordinance or regulation by one of the parties, its employees or other agents or (3) any breach, violation or nonperformance of any provision of this Agreement.

ALTERNATIVE INDEMNIFICATION: The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

ALTERNATIVE NUMBER 3: DELETE THIS PROVISION ALTOGETHER.

Section 10. Assignment. 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.

Section 11. Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of and be enforceable by each Party hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement

Section 12. 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 ESU and ESUCC concerning the subject matter addressed herein.

Section 13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.

Section 14. Nondiscrimination. The parties shall not discriminate against any employee or applicant who is to be employed for performance of this MOU with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

Section 15. Employment Eligibility Verification. The parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

Article II. Professional Development Project (ESUPDO Project)

Section 1. Purpose of Professional Development Projects. The ESUCC, in collaboration with participating ESU staff assembled as the ESU Professional Development Organization (ESUPDO), PDO Affiliate Groups, and PDO Leadership Committee, may develop an annual program of professional development offerings. ESUs participating in the Professional Development Project will collaborate to create opportunities for educational training and staff development for the staff of educational service units, the Nebraska Department of Education, and school districts statewide. Such opportunities may be developed by the ESUPDO affiliate groups and/or Leadership Committee. The ESUCC may also develop special projects, organize and facilitate programs, or serve as a fiscal agent for activities to enhance professional development opportunities.

Section 2. ESUPDO Annual Program Fees. Each ESU that participates in the Professional Development Project will contribute \$2,000 to partially fund the activities of the Professional Development Annual Program.

Section 3. Fees for Participation in Specific Professional Development Activities. ESUPDO activities may include a registration, material, and other fees. Such fees will be set at no more than \$20 per person per day. Material and other fees will be actually incurred costs beyond normal registration. Any fees billed through an agent of ESUCC must identify the specific core activity provided on behalf of the ESUCC and be appropriately allocated by such agent in accordance with agreed upon billing practices. ESUCC will provide to each ESU that participates in the Professional Development Project invoices that detail the expenditures for each event or meeting.

The ESU wishes to participate in the 2015-16 ESUPDO program with the following costs for services:

Section 2	PD Annual Program Fees	\$4,540
Section 3	PD Participation Fees	\$20 per person per day

**Article III. Northwest Evaluation Association Certified Trainer Consortium Project
(NWEA Consortium Project)**

Section 1. Purpose of the NWEA Consortium Project. The ESUCC is facilitating a Northwest Evaluation Association Certified Trainer Consortium. Participation in the NWEA Consortium includes the opportunity to train ESU staff or sponsor the training of school district staff or local consultants.

Section 2. Term of Consortium Participation. Participating ESUs must commit to a three year term, beginning with the 2015-16 year and for each of the two subsequent school years.

Section 3. Annual Fees. The annual fee for 2015-16 is \$_____ per ESU and will be \$_____ per ESU for the 2013-14 and 2014-15 years.

Section 4. Additional Fees. In addition to the annual fee set out above, NWEA will charge additional fees per person for specific trainings. The ESUCC will bill these fees as they are incurred according to the agreement with NWEA and participating ESUs will be responsible for these additional training costs.

~~Section 5. Agreement with NWEA. In addition to being bound by this agreement, each participating ESU agrees to comply with and be fully bound by any additional agreements between ESUCC and NWEA.~~

The ESU wishes to participate in the 2015-16 NWEA Certified Trainer Consortium with the following costs for services:

Section 3 NWEA Annual Fees \$ per ESU

**Article IV. BlendEd Initiative and Projects:
Encompassing Distance Education, Instructional Materials,
and Learning Management Systems (my eLearning/ANGEL) Projects**

Section 1. Purpose of BlendEd Initiative and Projects. The ESUCC shall provide distance education services including brokering and facilitating the exchange of distance education courses, the administration of learning management systems, and the assessment of distance education needs and evaluation of distance education services as provided for in NEB. REV. STAT. § 79-1248 and other state statutes and regulations. Additionally, the ESUCC is charged with the administration of statewide initiatives and provision of statewide services among other duties in NEB. REV. STAT. § 79-1246. The ESUCC also has managed statewide services in “core services” as that term is defined in statute, including instructional materials services. The purpose of the BlendEd Initiative is to assure cost-efficient and equitable delivery of digital education opportunities in partnership with educational service units, school districts, and other potential partners. The BlendEd Initiative will unify ESUCC projects and seeks to collaborate to provide students and school districts across the state with access to a mix of different learning environments to best support the combination of traditional face-to-face classroom methods with more technology-mediated activities.

Section 2. Fees. The ESUCC shall charge fees for services, related equipment, and other fees as described in this Article. Additional fees may be determined and assessed by the ESUCC to provide necessary services.

Section 3. BlendEd Advisory Committee. The ESUCC shall appoint educators and other experts to a BlendEd Advisory Committee. The initial committee shall consist of up to 20 members representing distance education, instructional materials, learning management systems, and general knowledge about professional development relevant to the initiative. The Advisory Committee shall provide the ESUCC’s Executive Director and Distance Education Director with suggestions and input on technical and other matters related to distance education, learning management systems, or instructional materials, within the State of Nebraska. The ESUCC Executive Director and Distance Education Director may also form ad hoc committees from time to time to address matters relevant to the BlendEd Initiative.

Section 4. Projects and Services. The BlendEd Initiative will strive to create a more integrated approach for both instructors and learners. The Initiative assumes projects from existing distance education efforts, Instructional Materials projects, and Learning Management Systems. ESUs may choose to participate in all or none of the projects and services and many of the services are made available to school districts directly. The BlendEd Initiative will also seek to organize professional development through existing ESUPDO and other ESU staff as appropriate.

Section 5. Specific Systems.

- (a) Distance Education Scheduling & Brokering: Currently provided through Renovo and the Nebraska Virtual Instruction Source
- (b) Learning Management System Administration: Hosting of ANGEL /Blackboard and parallel services

- (c) Media on Demand (IMAT): Learn360 is provided as a statewide subscription media service and also will host "Nebraska Titles" purchased by the ESUCC through the Instructional Materials (IMAT) project
- (d) Local Content Hosting Planning: This service is still in development but will eventually provide a learning object repository and compliment subscription media. The initiative effort will work with ESUPDO affiliate groups including I-Mat and NOC to develop plan for implementation. Any such plan will be presented to the ESUCC for further consideration.
- (e) Lightweight Directory Access Protocol / LDAP Planning: This service is still in development and planning stages among the ESUPDO/NOC affiliate group but will provide a framework for directory authentication into digital services. The initiative effort will work with ESUPDO/NOC and others as necessary to develop plan for implementation. Any such plans will be presented to the ESUCC for further consideration.

Section 6. Fees

(a) Distance Education/Renovo Hosting Fees: The ESUCC may bill participating Network Nebraska members (school districts and ESUs) for fees associated with hosting Renovo. These fees are based fees charged by the State Chief Information Officer's office to host and support servers. Fees are based on the actual cost to ESUCC divided by the number of participants.

(b) Additional Learning Management System Fee. The ESU's member school districts will be charged a fee for their participation in BlendEd. ESUCC will provide those participating school districts with a separate contract and invoice to confirm the terms of participation.

(c) Media Acquisition, Special Projects, & Administration (IMAT): Each participating ESU will be charged a fee to fund the ESUCC administrative cost of the media portion of the BlendEd Initiative. Additionally, each participating ESU should budget for Media acquisition and special projects (includes the former Spring Buy process). Administration fees provide part-time staffing for the media services. Media acquisition and special projects. Projected fees are as follows: Administration - \$3,200; Media Acquisition - \$5,000; Special projects \$4,500. Actual fees will not exceed these amounts and will be based on actual costs incurred.

The ESU wishes to participate in Media Acquisition, Special Projects, & Administration (IMAT) with the following costs for services:

Section 6(c)	Administration	\$3,200
	Media Acquisition	\$5,000
	Special Projects	\$4,500

(d) Media on Demand/Learn360: Participating ESUs will be charged a fee based on the actual contract cost. Each ESU will pay a fee based on a schedule equivalent to fifty percent of the Learn360 contract divided equally among the participating ESUs and the remainder fifty percent of the contract divided based on participating public school enrollment. Media on Demand/Learn360 may be made available directly to school districts in non-participating ESUs and the ESUCC will establish fees and invoice any such participating districts. The ESUCC will provide an estimate for budget purposes for each participating ESU.

The ESU wishes to participate in ((d) Media on Demand/Learn360 with the following costs for services:

Section 6(d)	Media on Demand/Learn 360	TBD from actual contract Cost
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(e) Additional Fees/Costs (if any): The ESUCC and participating ESUs may amend this agreement to expand services based on planning efforts for content hosting and LDAP. Any such fees/costs will be presented as part of plans for approval by the ESUCC board.

Section 7. Conditions of Participation.

- (a) Intellectual Property. The ESU and each of its participating school districts agrees to comply with all relevant laws governing copyright and other intellectual property. The ESU agrees to hold ESUCC harmless for any violation of this provision by the ESU ~~or one of its member school districts.~~
- (b) No Assignment. No Party shall assign any of its rights or obligations under this Project without the prior written consent of the ESUCC's Executive Director or the ESUCC board.

The ESU wishes to participate in BlendEd

The ESU wishes ESUCC to:

- Bill the ESU for the fees allocated to each of the ESU's participating member school districts**
- Bill each of its participating member school districts directly for their participation in BlendEd**

Article V. Cooperative Purchasing Project

Section 1. Purpose of Cooperative Purchasing. The Cooperative Purchasing Project aggregates demand for certain items commonly purchased by school districts to get lower prices from selected suppliers.

Section 2. Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:

- (a) Combine statewide data relevant to cooperative purchasing in order to promulgate a valid basis upon which to solicit bids.
- (b) Coordinate activities which are commensurate with updating and perpetuating proper specifications inherent within the bidding process.
- (c) Prepare official bid documents and invite suppliers to bid via Internet, in connection with supplies to be purchased by ESUCC.
- (d) Prepare and cause to be published the official legal notices of the bid opening in connection with supplies to be purchased by ESUCC.
- (e) Conduct the public bid opening and resulting bid reviews in accordance with applicable Nebraska statutory "public lettings" provisions, if any, or ESUCC policy and practice, and be responsible for selecting bids based upon such provisions.
- (f) Compile price lists and order sheets for each participating educational service unit and make such order lists and price sheets available through the Nebraska ESU Cooperative Purchasing Web Site.
- (g) Retrieve order documents from the Web Site and prepare official purchase orders to be sent to respective suppliers so that merchandise is shipped to each participating educational service unit.
- (h) Provide each educational service unit with reports which they will fill out to reflect their items received, or shortages.
- (i) Invoice each educational service unit for the merchandise received.
- (j) Check invoices against orders and pay all outstanding bills.
- (k) Assist any participating educational service unit with problems related to the processing and delivery of orders from the suppliers.
- (l) Participate in an annual audit of cooperative purchasing accounts and records conducted by a Certified Public Accountant.

Section 3. Invoicing and Payment. ~~The ESU shall remit payments for merchandise ordered through the Cooperative Purchasing Project to ESUCC's Coop according to the following schedule:~~

- (a) ~~50% of the total cost of merchandise purchased in the general buy shall be paid on or before August 1, 2015 with the remaining 50% paid on or before September 15, 2015.~~
- (b) ~~The cost of all merchandise received after August 1, 2015 shall be paid within 45 days from the date the merchandise is received.~~
- (c) ~~The ESU also agrees to pay ESUCC a 1.5% per month penalty on all amounts not paid according to the above schedule.~~

~~Section 4. Reimbursement of Certain Administrative Costs. ESUCC will reimburse each participating ESU for certain unit-based administrative costs based on a formula to be determined by the ESUCC during the 2015-16 school year.~~

Section 5. Any penalties assessed against any participating companies for late deliveries or for any default by any company shall be credited to the accounts of the individual service units and said penalties, if any, shall be the responsibility of the Cooperative Purchasing Project to collect.

The ESU wishes to participate in Coop Purchasing.

The ESU wishes ESUCC to:

- Bill the ESU for the fees allocated to each of the ESU's participating member school districts**
- Bill each of its participating member school districts directly for their participation in Coop Purchasing.**

Article VI. Improving Learning for Children with Disabilities (ILCD Project)

Section 1. Purpose of the ILCD Project. ILCD is a state self-assessment project that gathers information for federal reporting requirements. The ILCD Project utilizes parent, teacher and administration survey assessments. The survey results can be accessed via the ILCD Website. The ESU's technology role includes purchasing, distributing and scanning surveys. ESU staff provide technical assistance for the ILCD website and survey design.

Section 2. Fees. The ESU will contribute **\$5,000** annually to participate in the ILCD Project.

The ESU wishes to participate in ILCD with the following costs for services:

Section 2	ILCD Project	\$5,000
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Article VII. Project PARA

Section 1. 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 of No Child Left Behind, Rule 11 and IDEA. Project PARA is a collaborative effort between the University of Nebraska, the Nebraska Department of Education and Nebraska educational service units.

Section 2. Fees. Each school district that sends paraeducators for additional training pursuant to Project PARA will pay a per employee fee for that training.

The ESU wishes to participate in Project Para.

The ESU wishes ESUCC to:

- Bill the ESU for the fees allocated to each of the ESU's participating member school districts**
- Bill each of its participating member school districts directly for their participation in Project Para.**

Article VIII. Student Records System (SRS Project)

Section 1. 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.

Section 2. Additional SRS Fee. School Districts that are members of one of the participating Parties to the SPED SRS Project must pay an additional fee to receive access to SRS. Fees will be assessed in accordance with the following table.

The ESU wishes to participate in SRS.

The ESU wishes ESUCC to:

Bill the ESU for the fees allocated to each of the ESU's participating member school districts

Bill each of its participating member school districts directly for their participation in SRS.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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

FOR EDUCATIONAL SERVICE UNIT # ____:

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

OR

I certify that the Service Unit Wishes to Participate in ALL of the above projects.

The ESU wishes ESUCC to:

Bill the ESU for the fees allocated to each of the ESU's participating member school districts

Bill each of its participating member school districts directly for their participation in each of the projects the ESUCC offers.

FOR THE EDUCATIONAL SERVICE UNIT:

(signature)

(date)

(printed name)

Chief Administrator, Educational Service Unit No. ____

FOR THE EDUCATIONAL SERVICE COORDINATING COUNCIL:

(signature)

(date)

David Ludwig, ESUCC Executive Director

DRAFT – 1/22/15

ESEA Reauthorization 2015
NEBRASKA POSITION STATEMENT

Nebraska Department of Education and Nebraska Education Policy Partners



Powers not delegated to the United States by its Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people. Further, the Nebraska State Board of Education believes that the people of Nebraska — through their Constitution, the Nebraska Legislature, the State Board of Education, the Commissioner of Education, and state policymakers — are responsible for the total design of Nebraska’s education system.

While this system is strongly influenced by the federal government, other state leaders, and local policy makers, we are convinced the successful implementation of the system will be and has been driven by local boards of education, administrators, teachers, parents, communities, and students.

For the Nebraska Department of Education and local school districts to meet their charge of appropriately implementing federal law, we must sustain a solid and balanced working relationship among federal, state and local education entities – a relationship built on a support system that benefits all students across Nebraska.

Since 1953, the State Board of Education, acting as a unit, has served as the policy-forming, planning, and evaluative body for the state school program, per Neb. Rev. Stat. Section 79-301-(2). Although the Nebraska Legislature has over the past 60 years set forth numerous duties for the

State Board of Education, the State Board continues to be responsible for each of those prescribed duties and establishing policy, planning and evaluation systems to ensure that the Nebraska school program meets the educational needs of Nebraska students.

The Department of Education, the Nebraska Legislature, and education policy partners have worked hand-in-hand over the last several years to build essential systems intended to support school district improvement. We have worked to improve state-developed standards, assessments, and now a state accountability system. We have appreciated federal investment in longitudinal data systems, assessment systems, and numerous other programs for our at-risk students and students with special needs. Nebraska is a small state when considering its population and its unique challenges; however, we believe we have the ability to leverage capacities across multiple programs and partners. We do not believe in “one-size fits all” policies, but we do appreciate the ongoing willingness of the USDOE and Congress to consider ESEA Reauthorization in view of our unique state circumstances. We call on our partners and

policymakers in Washington, D.C., to revisit federal education policy and to use this opportunity to establish a meaningful accountability system that supports our neediest students and schools.

Nebraska currently is building on its history of stakeholder engagement to further develop appropriate standards, assessment and accountability. Nebraska State Board Policy G19, *Standards, Assessment, and Accountability (SAA) Belief Statements* adopted in 2012 and, the more recent, *The Quality Education and Accountability Act* set in state statute, frame the foundation for the state's next generation accountability system - *Accountability for a Quality Education System for Today and Tomorrow* or AQuESTT.

Building this next generation accountability system is literally the least we can do. This new system will support every student every day and is far more than the minimums required by law. The State Board believes that the opportunity to integrate components of accountability, assessment, accreditation, career education, and data into a system of school improvement and support is imperative for the good of Nebraska students and critical for the state to build a vibrant and economically successful future.

Through AQuESTT, the State Board of Education intended to establish not only a vision for accountability but also a vision for a quality education system for generations to come.

The principals that guided the development of this model included: fairness and sensitivity to change; transparency; ability to support school and district improvement as well as higher student achievement; numerous indicators derived from the key AQuESTT tenets of successful schools and districts; incorporation of trend data; and a system grounded in student growth. We believe AQuESTT is a system based on sound and scientific principles that are understood and accepted by both educators and the public sector. AQuESTT exceeds state statute requirements while aligning some Nebraska regulatory requirements under the umbrella of quality, accountability and school improvement. This system was designed to classify all schools and districts into one of four categories: Excellent, Great, Good, Needs Improvement/Priority. The classification system was designed on the following tenets: College and Career Ready; Assessment; Positive Partnerships, Relationships, and Student Success; Educator Effectiveness; Transitions; and, Educational Opportunities and Access.

Nebraska education leaders and policy makers respectively request and strongly encourage Congress and federal education officials to address many of these principles while eliminating or revising the provisions of NCLB that work against state and local education efforts to serve all students. Specifically, NCLB places misleading labels on schools and in effect students, sets meaningless proficiency quotas and puts hurtful punitive measures on schools serving our most vulnerable students — measures that lead to insidious interpretations by the general public. One example of how NCLB has failed the nation's public schools is the 2013-2014 NCLB reading and mathematics proficiency goals set at 100 percent for every student — despite disabilities, language proficiency or other life-impacting circumstances. Because of this unrealistic goal, a number of Nebraska schools and schools nationally have been wrongly mislabeled as in need of improvement. Common sense tell us that one child in one grade in one subject area scoring just below a proficiency cut score should not brand an entire school community as failing. We do not support the setting of an unobtainable objective — 100 percent proficiency — and then when

schools do not obtain “perfection,” the reduction or redirection of limited resources for teaching and learning on the basis of external decision makers — the U.S. Department of Education — and archaic provisions of NCLB.

Nebraska schools simply do not need the unrealistic, prescriptive and punitive aspects of NCLB.

Ideally, a reauthorized ESEA would allow Nebraska and other states to build accountability and support systems that better leverage federal funds toward state and local education goals that lead to genuine and significant improvement. Currently, states, intermediate agencies, and schools spend an immense amount of time, effort, and money adapting federal regulatory and compliance measures. Although the intent to hold states and districts accountable may be well-founded in our national history, we believe that higher goals focused on closing or eliminating achievement gaps by race, ethnicity, poverty, and other student groups can best be realized by allowing the development of support systems on a statewide scale. Rather than punitive federal accountability, we believe we can and should examine our state and local challenges and then be allowed to focus our resources and attention on sound principles that are understood and accepted by the public sector. Further, we need to be empowered to solve problems and to build visionary systems of support to meet the needs of every student every day.

Yet another unintended consequence: Elements of NCLB cause the Nebraska Department of Education, intermediate agencies, school districts, buildings, and communities to focus attention on rewards or punishments rather than capacity and positive motivation to improve.

When teachers, school building leaders and states respond to a stimulus of fear, we undermine the inherent energy and drive of our basic desire to improve. To be effective, a reauthorized ESEA must help states, regional agencies, and local districts by supporting school improvement systems, investing in best practices, and removing fear and blame. In Nebraska, where resources are scarce, we believe in leveraging our assets by inspiring intrinsic motivation to improve and by “showing up to help before we show up to criticize.”

Major Position Topics

Several AQuESTT tenets align with ESEA topics

1. Standards: Nebraska believes that College and Career Ready Standards that are consistent with our current approach are best designed at the state level with local stakeholder input. Nebraska also concurs that standards should be aligned with Nebraska postsecondary institutions educational goals to better ensure college readiness. College and Career Ready Standards also should address the career-ready expectations of Nebraska employers.
2. Assessment: Nebraska believes the state as well as educators should use the results of multiple assessments — national, state, and classroom-based — to measure student achievement on college and career ready standards. Assessments must be balanced and appropriate for students. The results of multiple measures as well as statewide summative assessments should be included in an accountability system.
3. Effective Educator: Nebraska believes that it is imperative for students to be surrounded by effective teachers and educator leaders throughout their learning experiences. Educational Service Units, schools and districts should develop effective teachers and education leaders who establish a culture of success. With broad input from stakeholders, the Nebraska State Board of

Education established a Teacher/Principal Evaluation framework and is committed to work in partnership with intermediate agencies, school districts and local teachers and leaders to increase capacity for educator professional development and effective support systems that institute effective instructional practices in all buildings and classrooms. Rather than misguided turnaround models that disrupt local stability, the ESEA reauthorization process needs to examine how support systems might be better funded and implemented to ensure that our most vulnerable students have stable education environments as well as supportive teachers and school building leaders.

4. General Funding and Flexibility: To truly build a strong education system nationwide, ESEA must allow states — based on their own state plans — to consolidate federal funds to support state, regional, and local practices that enhance capacity for improvement rather than depleting capacity to meet regulatory demands.