

ESUCC

Executive Committee Meeting

Friday, July 24, 2015, 8:30 AM

Educational Service Unit No. 3 6949 So. 110th Street LaVista, NE 68128 DL Connection: ESUs
5, 9, 13, 16, 17, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 8:40 AM.

Beatty ESU 16: Present

Gegg ESU 05: Present

Jeff West (NE): Absent

Dr Kraig Lofquist: Present

Radford ESU 17: Present

1. Call to Order

2. Roll Call

3. Agenda Item

3.1. Personnel

3.2. NDE/ESUCC MOU

3.3. ESUCC Lobbyist

3.4. Staff Cell Phones

3.5. Staff Contracts

3.6. Bright Bytes

3.7. ESU 50th Celebration

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}}

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL
AND
THE NEBRASKA DEPARTMENT OF EDUCATION**

This Memorandum of Understanding (“MOU”) is made and entered into between the Educational Service Unit Coordinating Council (“ESUCC”) and the Nebraska Department Of Education (“NDE”), collectively referred to as “the parties.” THIS AGREEMENT is entered into by and between the Nebraska ESU Purchasing Cooperative (“Cooperative”), and _____ (“Contractor”).

In consideration of mutual covenants, the parties agree as follows:

1. **Purpose.** The purpose of this MOU is to enhance the working relationship between the parties in order to provide more effective and efficient services to students, school districts and their employees, and educational service units and their employees. The parties shall achieve this purpose by collaborating on the following projects:
 - A. STATEWIDE DATA COLLECTION SYSTEM. The parties agree to collaborate and to share technical resources to design a data collection system designed to help school districts and staff to make informed, data-driven decisions to improve student learning. This system will be designed to provide districts, schools, and teachers with access to historical data, to allow stakeholders to make more informed (data-driven) decisions designed to improve student learning, to identify students' academic strengths and weaknesses, to increase student achievement and close achievement gaps, and to identify and address potential recurring impediments to student learning, e.g., problems with attendance or difficulty in mastering prerequisite knowledge or skills, before they negatively affect student success.
 - B. INSTRUCTIONAL SUPPORT SYSTEMS. The parties shall engage in joint planning and implementation of software applications for the administration, documentation, tracking, reporting and delivery of electronic educational technology education courses or training programs (also called e-learning or BlendEd). These joint efforts will include collaboration on the creation and active management of a learning object repository (LOR) for the state of Nebraska and on the deployment and management of learning management systems.

- C. STATEWIDE SINGLE SIGN ON.** The parties shall engage in joint planning and will share technical resources to create a statewide single sign-on protocol for all educational data systems. Single sign-on (SSO) is a property of access control of multiple related, but independent software systems. With this property an education user will log in once and gain access to all related educational data systems without being prompted to log in again at each of them.
- D. ACCREDITATION/SCHOOL IMPROVEMENT.** The parties shall collaborate to provide professional development, technical guidance and assistance to school districts in the school improvement process. The parties provide professional development opportunities and technical support in guiding school staff in planning, implementing, and evaluating continuous school improvement activities.
- E. EVALUATION AND INSTRUCTIONAL FRAMEWORKS.** The parties shall collaborate to provide professional development, technical guidance and assistance to school districts and administrators in the implementation of the Nebraska Instructional Framework.
- F. AQUESTT (ASSESSMENT).** The parties shall collaborate to provide professional development, technical guidance and assistance in implementing the accountability system adopted by the Nebraska State Board of Education. The board has announced its desire to build a framework that supports student learning to integrate components of accountability, assessment, accreditation, career education, and data into a system of school improvement and support.
- G. SPECIAL EDUCATION.** The parties shall collaborate to provide professional development, technical guidance and assistance in the implementing Rules 51 and 52 of the Nebraska Department of Education as well as the provisions of the federal Individuals with Disabilities in Education Act and Section 504 of the Rehabilitation Act.
- H. EARLY CHILDHOOD.** The parties shall collaborate to provide professional development, technical guidance and assistance in the early implementing Rule 11 of the Nebraska Department of Education. The parties shall share resources to promote equitable access to inclusive programs and services for all children from birth through age eight; facilitate state and community partnerships that address the needs of young children and their families; and, provide professional development, technical

assistance and resources for personnel in early childhood care and education settings.

- I. **TITLE AND FEDERAL PROGRAMMING.** The parties shall collaborate in providing programming and technical guidance to local schools and school districts with high numbers or high percentages of poor children to help ensure that all children meet challenging state academic standards.
 - J. **21ST CENTURY COMMUNITY LEARNING CENTERS.** The parties shall collaborate in administering the grants from the 21st CCLC program, a federally-funded competitive grant program and specific designated funding from the Nebraska lottery system both of which are designed to support the establishment of community learning centers serving students in high need school buildings.
 - K. **NEBRASKA CAREER CONNECTIONS.** The parties shall collaborate in supporting the Nebraska Career education model. This model assists students, parents and P-16 educators in increasing student retention and career readiness.
2. **Term.** This MOU shall begin on the day last signed by the representatives of the parties to this MOU, and shall remain in effect until terminated as provided in this MOU or as otherwise allowed by law.
 3. **Administration.** The parties agree that decisions related to the creation, operations, and maintenance of this MOU and the projects identified herein will be carried out by a governing council created herein with the following representation:
 - A. Commissioner of Education or his or her designee;
 - B. The ESUCC Executive Director;
 - C. Other council members as either party may designate.
 4. **Payments.** No payments shall be made to or between the parties under this MOU. Should such payments become necessary in the implementation of this MOU, the parties shall memorialize the financial arrangement in a written addendum to this MOU.
 5. **Governing Law.** This MOU is governed by and construed in accordance with the laws of the State of Nebraska.
 6. **Termination.** Each party may terminate this MOU for any reason or no reason at all upon 30 days written notice delivered by hand or certified mail. Upon the termination of this MOU, each party shall promptly return to the other party all papers, materials and other property of the

other party then in its possession, including but not limited to all work in progress as is appropriate in its then existing form to the other party.

- 7. Indemnification.** To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, 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.
- 8. Public Records.** The parties acknowledge that they must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this MOU and all records created and maintained in relation to this MOU.
- 9. Student Records.** The parties agree to share data in a manner that safeguards the confidentiality of personally identifiable information in students' education records as defined by the federal Family Education Rights and Privacy Act (FERPA) and any other applicable federal or state laws and regulations. FERPA establishes restrictions on the disclosure and re-disclosure of personally identifiable information in students' education records without the written consent of the parent or eligible student. FERPA permits student information to be used by state educational authorities for the purposes of the evaluation of state or federally supported education programs, and/or conducting research for or on behalf of the state supported schools to improve education.
- 10. 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.
- 11. 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 MOU, 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.

- 12. Notice.** Each party giving any Notice (“Notice”) under this Agreement must give written Notice by personal delivery, or certified mail (in each case, return receipt requested and postage prepaid). Notice shall be delivered to the following addressees:

ESUCC: Educational Service Unit Coordinating Council
Attn: Council President
6949 So. 110th Street
Omaha, NE 68128

With copy to:
Karen A. Haase, Legal Counsel
KSB School Law, PC, LLO
301 S. 13th St., Suite 210
Lincoln, NE 68508

NDE: Nebraska Department of Education
Attn: Commissioner of Education
301 Centennial Mall South
P.O. Box 94987
Lincoln, NE 68509-4987

With copy to:
Nebraska Department of Education
Attn: General Counsel
301 Centennial Mall South
P.O. Box 94987
Lincoln, NE 68509-4987

Notice is effective only if the party giving the Notice has complied with this section.

- 13. Funding for Collaborative Efforts.** When necessary or appropriate, the parties shall enter into addenda to this agreement to designate the source of funding for specific collaborative efforts.
- 14. Entire Agreement.** The MOU is the complete and exclusive expression of the parties’ agreement on the matters contained in this MOU. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this MOU are expressly merged into and superseded by this MOU.

15. **Amendments and Modifications.** The parties may amend or modify this MOU only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this MOU. No other alterations in the terms of this MOU shall be valid or binding.
16. **Counterparts.** The parties may execute this MOU in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this MOU in the presence of the other parties to this MOU. This MOU is effective upon delivery of one executed counterpart from each party to the other parties. In proving this MOU, a party must produce or account only for the executed counterpart of the party to be charged.
17. **Assignment.** This MOU binds the parties and their respective successors and assignees. The parties shall not assign or otherwise dispose of this MOU or any duty, right, or responsibility contemplated in it to any other person or entity without the previous written consent of the Cooperative.
18. **Subcontractors.** The parties shall not subcontract services or any part of this MOU without the prior written consent of the other party.
19. **Third Party Beneficiaries.** This MOU does not and is not intended to confer any rights or remedies upon any person other than the signatories.
20. **Relationship Among Parties.** This MOU creates no relationship of joint venture, partnership, limited partnership, agency, or employer-employee between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or to create any obligation or responsibility on behalf of the other party except as may from time to time be provided by written instrument signed by both parties.

IN WITNESS WHEREOF the parties have executed this Agreement on the date last date written below.

ESUCC

NDE

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Draft 7-8-2015



We sincerely appreciate the opportunity to submit a proposal to provide the legislative and lobbying services for the Educational Service Unit Coordinating Council. A voice in the Nebraska Legislature is necessary now more than ever. Looking at the landscape of issues, you'll find a desire for property tax relief by some senators and others requesting additional poverty funding. With the learning community concerns, the final year for Senator Sullivan as the education chair, term limits, a divided committee at the end of the last session, and you have the perfect storm.

Bromm & Associates is proposing former Speaker and Education Committee member, Curt Bromm, as the primary lobbyist for these services. We are also prepared to offer supportive and clerical assistance to meet the needs of the Educational Service Unit Coordinating Council and assist with any filings necessary to meet the statutes and requirements by the state office of accountability and disclosure. As we examine the workload and process needed for the Educational Service Unit Coordinating Council for the 2015-16 legislative sessions, Bromm & Associates proposes a fee of \$27,500 for these services. We would also be willing to discuss the process, goals, and strategy for the upcoming session with Mr. Ludwig and/or the board as requested.

Resumes are available, and we would like to emphasize some of our experience and background that uniquely qualifies our firm for this position. Curt's experience serving on the Education Committee, as the Chair of the Transportation and Telecommunications Committee, and then as Speaker of the Nebraska Legislature provides a unique insight to the workings, procedures, and processes of the Nebraska Unicameral Legislature. Curt worked closely with all education interests while in the Legislature and on various occasions as a lobbyist following service in the Legislature to find solutions for important challenges in the education field. Of particular note were his efforts while serving on the Education Committee to transform the health insurance program for teachers to include representation and input from school boards and end a controversial period regarding health insurance carriers for teachers and school districts.

Curt also worked on the state aid formula on several occasions on behalf of the legislature and later, on behalf of school districts, to achieve more equity and fairness. He also undertook to revise the "Insurance Premium Bonding" process as a lobbyist on behalf of a number of districts, which was a successful effort.

Prior to his service in the Legislature, Curt served on the Wahoo School District Board for 11 years, serving 10 of those years as President of the Board.

We believe our background, experience, and interest in education prepares us well to represent the Educational Service Unit Coordinating Council, and we would be honored to do so.

Thank you for your consideration.

Sincerely,

BROMM & ASSOCIATES, LLC.



Serving Students and Schools for a Half Century

50

Est. 1965

Educational Service Units

NEBRASKA EDUCATIONAL SERVICE UNITS



ADDING VALUE TO EDUCATION, INCREASING COOPERATION AND CONTROLLING COSTS FOR 50 YEARS AND COUNTING

While the role intermediate education agencies (called Education Service Units in Nebraska) play in helping children learn may not be widely known, the benefit to Nebraska's 307,000 PK–12 students deserves a closer look.

Fifty years after their statutory creation we see ever increasing value in an intermediate service entity for Nebraska schools. There are simply too many school districts (248), too complex a web of requirements and expectations, and too many competing demands on local districts to overlook the importance of ESU's to the system.

"Service" IS our middle name."

ESU's . . .

Save money and resources for districts by providing supportive services

Train teachers and administrators in the latest research-based instructional methods

Pilot innovative programs that districts cannot afford

Coordinate special education and vocational services to improve quality and student performance

Provide state of the art technology and infrastructure to enhance learning

Facilitate the dissemination of best educational practice across district boundaries and encourage the efficient and effective sharing of limited education resources

Educational Service Units (ESUs) do all of this by working with local school districts and the Nebraska Department of Education (NDE).

The world has changed significantly in the 50 years since Nebraska's ESUs were officially introduced; and we are changing for the better.

ESU's support student achievement and leverage limited resources in seven areas, many of which are mandated by federal and/or state law:

Teaching and Learning: ESUs offer thousands of training sessions each year to educators, keeping them informed of the latest research and teaching methods.

Specialized Student Services: Local school districts depend on ESUs to meet ever-growing needs in special education, career and technical education and preparation, talent development, online and digital courses, Math and Science centers, extended day and alternative education programs, and court-involved youth and homeless education programs.

Early Childhood: ESUs are taking the lead in early childhood education to better ensure every child is safe, healthy and prepared to succeed in school and in life.

Administrative Services: ESUs help districts share services in such areas as instruction, technology, transportation, business services, teacher training, and purchasing.

Developing Partnerships: ESUs are often key partners in local economic development through their community ties with human service agencies, businesses, industry, colleges and universities.

Technology Services: ESUs often manage the fiber network, purchase bandwidth, subsidize the cost of student assessment and management tools, obtain lower costs for computer software, provide Internet protection filters, purchase digital collections, promote online and digital learning options, and provide technical support. **Customized Services:** Each ESU works with its local school districts to develop products and programs to maximize benefits for that community.

ESUs are funded with federal, state, and local tax dollars and grants, but increasingly from fees for services to customers. They have been doing more with fewer state resources and providing outstanding value by being fiscally responsible. While ESUs are being asked to provide increased services, help local schools consolidate their operations (which often requires hiring staff), give support to the lowest performing schools, and meet increased state and federal reporting requirements, they have managed to hold staff growth to a minimum over the past 10 years.

ESUs are strategic in dedicating their resources to support students with special needs in both special and general education classrooms and to provide early intervention for students who may be at risk of learning

failure. In the past five years, Nebraska's ESU helped drive a decrease in the need for special education services through efforts like early childhood services, response to intervention teacher training, early identification, and encouraging more referrals of young children who might need support; all played a role. Just last year, this resulted in the ESUs saving approximately _____ million based on a _____-student drop in those needing extra services in Nebraska's schools.

In addition to special education services, ESUs provide career and technical education, transportation, financial services and professional development. Educational service units were created 50 years ago by the Nebraska Legislature to provide such services, and these cooperative arrangements were required to prove their effectiveness and efficiency, which they did and as a result, continue to grow. In addition,

ESUs have effective structures in place for state wide consortium services, facilitated for the past five years by the Educational Service Unit Coordinating Council. Examples of state wide services include cooperative purchases and professional development. In 2014-2015, the ESU statewide cooperative purchasing saved local

school districts \$_____ in software and supply costs through its state cooperative purchasing bid program. Those districts also saved an additional \$_____ on technology licenses through the program.

There may be further opportunities for ESUs to work with municipalities. Nebraska voters support the idea of consolidating government services and administrative functions as a means of increasing the efficient delivery of public services. These same voters, however, oppose consolidating school districts in their entirety, increasing the role played by ESUs.

While technology has made it easier to pool resources, often it is the ESU that makes it possible for schools to collaborate electronically by providing, maintaining and supporting the fiber networks that deliver technology. A mid-sized ESU provides 16 districts customized technical support maintenance, and infrastructure. Estimates indicate that this arrangement saves each district up to \$100,000 per year.

Today, ESUs are being reinvented and requested to do more than ever; and we meet those requests daily.