

Committee of the Whole  
Thursday, February 29, 2024 5:30 PM  
McKinley Education Center  
301 West F Street  
North Platte, NE 69103-1557

1. Call to Order
2. Posting of the Open Meetings Act
3. Roll Call
4. Approval of publication
5. Approval of Agenda
6. Pledge of Allegiance
7. Board Engagement
  - 7.1. School Visits
  - 7.2. NASB Finance Training
  - 7.3. Strengths Based Leadership Training
  - 7.4. Board Self-Assessment
  - 7.5. Upcoming Training Opportunities
8. Agenda
  - 8.1. Finance Update
  - 8.2. Contracts with ESU 16
  - 8.3. Staffing Update
  - 8.4. Strategic Plan Update
  - 8.5. Policy Review
9. Adjournment

SCOTT JONES  
*Network Operations Director*

ALISON SMITH  
*Teaching & Learning Director*

KRIS ELM SHAEUSER  
*Director of Special Services*



JAMES MCGOWN  
*Administrator*

314 West 1<sup>st</sup>  
Ogallala, NE 69153

Phone: 308-284-8481  
Fax: 308-284-8483

1221 West 17<sup>th</sup> Street  
North Platte, NE 69101

Phone: 308-534-2416  
Fax: 308-534-5870

RE: 2024-25 Contract for Distance Educational Services with Southwest Nebraska  
Distance Education Network.

Enclosed is a contract for Distance Educational Services with ESU 16.

ESU 16 will continue to contract for the Distance Educational Services offered by the Southwest Nebraska Distance Education Network. Contract pricing will remain at the same rate as the 2023-24 contracting.

We look forward to any input you have in regard to the network and would like to thank you in advance for your continued involvement with SNDEN.

Thank you,

A handwritten signature in black ink, appearing to read 'Scott Jones'.

Scott Jones  
SNDEN Director

Enclosures (1) Contract for Distance Educational Services

BOARD OF DIRECTORS BY DISTRICT:

# 1 Julie Boettcher, Hershey  
# 2 Rodney Rayburn, Brady  
# 3 Bill McGahan, North Platte  
# 4 Robert Jones, Stapleton

# 5 Cheryl Bales, North Platte  
# 6 Grant Creager, North Platte  
# 7 Barb Petersen, North Platte  
# 8 Margaret "Sooky" Marks, Mullen

# 9 Judy Seger, Wallace  
# 10 Bill Eakins Paxton  
# 11 John Frates, Brule  
# 12 Eileen Ohm, Arthur



## EDUCATIONAL SERVICE UNIT NO. 16

### Telecommunications/Distance Education Contract

#### ESU 16- (Southwest Nebraska Distance Education Network)

THIS AGREEMENT is entered into by and between Educational Service Unit No. 16 ("ESU 16"), and North Platte Public Schools ("District").

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

**1. Scope of the Contract.** ESU 16 shall provide to the District "Distance Educational Services" which may include, but are not limited to, the following:

- Maintaining and supporting the transport of audio and video on the IP network.*
- Maintaining and supporting IP codec.*
- Maintaining and supporting distance education classroom equipment including all other related hardware.*
- Maintaining and supporting the scheduling and clearinghouse software in the distance learning classroom.*
- Providing network and program coordination.*
- Providing network scheduling of classes and events.*
- Providing instructor training for teachers, administrators, other staff, and community members using the distance learning classroom.*
- Providing troubleshooting expertise on IP video network.*

**2. Payment Terms/Payment Schedule.** The District shall pay ESU 16 for the 2024-25 school year TWENTY-THREE THOUSAND DOLLARS (\$23,000.00) per distance learning site used by the District no later than September 15, 2024. The District has one distance learning site(s), and thus, the District shall pay ESU 16 a total of \$23,000.00 for the 2024-25 school year ("Yearly Payment"). Upon mutual written agreement, the parties may adjust the Yearly Payment before such payment is due to reflect the prospective costs ESU 16 may incur in providing Distance Learning Services to the District during the next coming year. **[Note: The Yearly Payments are**

**in consideration for only the Distance Educational Services provided by ESU 16 as set forth in section 1 of this Agreement. ESU 16 may, to the extent allowed by law, pass through to the District the non-discount charges billed to ESU 16 by other service providers for telecommunications and Internet access services rendered to the District pursuant to the District's participation in the ESU 16 Distance Learning E-rate Agreement, as authorized by the District in a Letter of Agency.]**

**3. Reconciliation.** If, at the end of the term, the total amount paid by the District pursuant to this Agreement exceeds the costs incurred by ESU 16 in providing Distance Learning Services to the District during the entire term, then ESU 16 shall transfer said funds into the depreciation account for the amount in which the District's payments exceed ESU 16's costs. If, at the end of the term, the costs incurred by ESU 16 in providing Distance Learning Services to the District during the entire term exceed the amount paid by the District pursuant to this Agreement, then upon request by ESU 16, the District shall pay ESU 16 the amount in which such costs exceed the District's payments.

**4. Term.** This Agreement is effective beginning

July 1, 2024, and shall continue until 12:00 midnight (CST) on June 30, 2025, unless terminated earlier as provided by this Agreement or by law.

**5. Termination.**

A. Each party may terminate this Agreement if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the non-defaulting party may authorize in writing. Upon the termination of this Agreement, 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.

B. ESU 16 may terminate this Agreement without cause and cease offering Distance Learning Services at any time by providing thirty (30) days written notice to the District. Upon termination under this subparagraph, ESU 16 shall reimburse the District in an amount equal to the difference between (1) the total amount the District has paid to ESU 16 pursuant to the Agreement, minus (2) the total costs incurred by ESU 16 for the Distance Learning Services provided to the District. ESU 16 shall not otherwise be liable to District.

C. The District may terminate this Agreement without cause at any time by providing thirty (30) days written notice to ESU 16. In the event the District terminates this Agreement under this paragraph 8, the District shall immediately pay ESU 16 an amount equal to the difference between (1) the sum of (a) all Yearly Payments that have become due, plus (b) all Yearly Payments that would become due if this Agreement had not been terminated hereunder, minus (2) the total amount the District has paid to ESU 16 pursuant to the Agreement.

**6. Indemnification.** The parties agree to indemnify, defend, and hold each other harmless from any and all costs and liabilities arising from a breach or noncompliance of their obligations under this Agreement. The foregoing indemnification obligation shall continue notwithstanding the expiration or termination of this Agreement.

**7. Public Records.** The parties acknowledge that both parties must comply with Neb. Rev. Stat. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

**8. Nondiscrimination.** The parties and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement 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.

**9. 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 the parties employ or contract 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.

**10. Notice.** Each party giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

ESU:           ESU No. 16  
  
                  Attn: Administrator  
  
                  314 W. First Street  
  
                  Ogallala, NE 69153

District:       North Platte Public Schools  
  
                  Attn: Superintendent  
  
                  P.O. Box 1557  
  
                  North Platte, NE 69103

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

**11. Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska.

**12. Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

**13. Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.

**14. Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.

**15. Authority to Execute Agreement.** The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective entity and that this Agreement is binding upon their entity in accordance with its terms.

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

**[FOLLOWING PAGE IS SIGNATURE PAGE]**

**ESU**

**DISTRICT**

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_

Name: James McGown

Name: Todd Rhodes

Title: Administrator

Title: Superintendent

Date: \_\_\_\_\_

Date: 2-12-2024

ESU 16-(Southwest Nebraska Distance Education Network)

SCOTT JONES  
*Network Operations Director*

ALISON SMITH  
*Teaching & Learning Director*

KRIS ELM SHAEUSER  
*Director of Special Services*



JAMES MCGOWN  
*Administrator*

314 West 1st Street  
Ogallala, NE 69153

Phone: (308) 284-8481  
Fax: (308) 284-8483

1221 West 17th Street  
North Platte, NE 69101

Phone: (308) 534-2416  
Fax: (308) 534-5870

DATE: January 3, 2024  
TO: All School Districts and Agencies with ESU 16 Contracts  
FROM: James McGown, Administrator  
SUBJECT: 2024-2025 Contracts and Consortium Agreements

Enclosed please find the ESU 16 contracts and consortium agreements for the 2024-2025 school year. A cover letter will explain each of the documents included in this mailing.

Since ESU 16 offers a number of programs and services, we are including a checklist for all of the programs. Only the programs checked below are included in this packet:

- Special Education Early Childhood & School Age - Kris Elmshaeuser (308-534-2416 ext 3209)
- Mental Health Services Contract - James McGown (308-534-2416 ext 2206)
- Mental Health Memorandum of Understanding - Loree Cain (308-284-8481 ext 2206)
- Southwest Nebraska Distance Education Network - Scott Jones (308-534-2416 ext 3250)
- Title IA Memorandum of Understanding - Amber Lutz (308-284-8481 ext 2209)

Please return the signed agreements to ESU 16 by **March 1, 2024**. If you have any questions, please contact the respective person listed above.

BOARD OF DIRECTORS BY DISTRICT:

# 1 Julie Boettcher, Hershey  
# 2 Rodney Rayburn, Brady  
# 3 Bill McGahan, North Platte  
# 4 Robert Jones, Stapleton

# 5 Cheryl Bales, North Platte  
# 6 Grant Creager, North Platte  
# 7 Barb Petersen, North Platte  
# 8 Margaret "Sooky" Marks, Mullen

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SCOTT JONES  
*Network Operations Director*

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1221 West 17th Street  
North Platte, NE 69101

Phone: (308) 534-2416  
Fax: (308) 534-5870

DATE: January 3, 2024  
TO: School Districts with Special Services Contracts with ESU 16  
FROM: Kris Elmshaeuser, ESU 16 Director of Special Services  
James McGown, Administrator  
SUBJECT: Special Services Contracts for the 2024-2025 School Year

**NOTE: PLEASE RETURN BY MARCH 1, 2024**

Enclosed is the Special Services contract for your school district for the 2024-2025 school year. The contract blanks have been filled in showing contract costs for the school year beginning September 1, 2024. The contracts are being extended based on December 1st enrollment in programs being contracted from ESU 16 during the 2023-2024 school year. This contract is also reflective of the verbal conversation that your superintendent had with Kris Elmshaeuser regarding services.

Please return the enclosed contract by March 1, 2024 to Educational Service Unit 16 signed by the Board or officer of the school district designated by the Board. The contract format requires the administrative representative to sign in **two** locations. The administrative representative will need to sign the **main contract** and **exhibit A**. A copy of the signed contract will then be signed by the ESU 16 Board or designated representative and returned to your district. Note: No notary is required.

**Exhibits are for your file.** The Educational Service Unit 16 Board needs this information to determine staff requirements for the contracted programs for school districts requesting the appropriate Special Services programs.

Each school district approves all purchases for instructional material and equipment. All material approved will become and remain the property of the school district, except for the \$400.00 allocated to regional purchase. In-service training is included in the contract, but will only be invoiced when district staff attend training.

**Please remember that school districts receive state reimbursement for special education expenditures at a rate of approximately \$.80 to every dollar spent on special education for school age, as per LB583 .** This reimbursement is claimed through completion of the SPEDFRS financial report in October of every year. If you have any questions concerning your special services contract with ESU 16 or would like a representative to speak to your school board, please call Kris Elmshaeuser at (308) 534-2416 ext 3209 or James McGown at (308) 284-8481. Thank you.

**BOARD OF DIRECTORS BY DISTRICT:**

# 1 Julie Boettcher, Hershey  
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# 4 Robert Jones, Stapleton

# 5 Cheryl Bales, North Platte  
# 6 Grant Creager, North Platte  
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# 9 Judy Seger, Wallace  
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# 11 John Frates, Brule  
# 12 Eileen Ohm, Arthur



**2024-2025 SPECIAL EDUCATION SERVICE AGREEMENT  
EDUCATIONAL SERVICE UNIT NO. 16**

THIS AGREEMENT is entered into by and between Educational Service Unit No. 16 (“ESU”), and North Platte Public Schools (“District”).

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

1. **Term.** This Agreement is effective for the 2024-2025 school year which begins on or about August 15, 2024 and shall continue until 12:00 midnight (CST) on or about May 30, 2025, unless terminated earlier as provided by this Agreement or by law.
2. **Payment Terms/Payment Schedule.** The District shall pay for services that the District elects to be made available by the ESU and for services rendered, including those on the terms and payment schedule as set forth in **Exhibit A** which is attached hereto and incorporated herein by this reference. **The parties shall sign Exhibit A.**
3. **Scope of the Contract.** The ESU shall provide and make available to the District the special education services as defined and specified in the exhibits which are attached hereto and incorporated herein.
4. **Acknowledgment.** The parties acknowledge that although state law authorizes the District to contract with the ESU to provide special education programs and support services, state law also indicates that **the District ultimately remains responsible for compliance with state and federal laws and regulations for programs for children with disabilities.**
5. **Termination.**
  - A. Each party may terminate this Agreement on 60 days’ notice if the other party breaches or is in default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of written notice of such default or such additional cure period as the non defaulting party may authorize in writing. Upon the termination of this Agreement, 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.

- B. If the ESU is unable to render the services contracted for because it is unable to employ personnel who meet the criteria for employment of the ESU and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the ESU to be valid, the ESU may terminate this contract by providing notice to the District no later than September 1<sup>st</sup> of the contracted school year. The ESU will not assume liability for those services contracted for but not provided.
6. **Indemnification.** The parties agree to indemnify, defend, and hold each other harmless from any and all costs and liabilities arising from a breach or noncompliance of their obligations under this Agreement. The foregoing indemnification obligation shall continue notwithstanding the expiration or termination of this Agreement.
7. **Public Records.** The parties acknowledge that both parties must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.
8. **Nondiscrimination.** The parties and all subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement 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.
9. **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 the parties employ or contract 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.
10. **Notice.** Each party giving any Notice (“Notice”) under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid.) Notice shall be sent to the following addressees at the following addresses:

ESU: ESU 16  
Attn: Administrator  
314 West 1st Street  
Ogallala, NE 69153

District: North Platte Public Schools  
Attn: Superintendent - Todd Rhodes  
PO Box 1557  
North Platte, NE 69101

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

11. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Nebraska.
12. **Entire Agreement.** The Agreement is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.
13. **Amendments and Modifications.** The parties may amend or modify this Agreement only by a signed, written agreement by both parties that identifies itself as an amendment or modification to this Agreement. No other alternations in the terms of this agreement shall be valid or binding.
14. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories.
15. **Authority to Execute Agreement.** The individuals signing below represent and warrant that they are duly authorized to execute and deliver this Agreement on behalf of their respective entity and that this Agreement is binding upon their entity in accordance with its terms.
16. **Miscellaneous.**
  - A. All special education and related services provided under the terms of this Agreement shall be by staff who are licensed and endorsed to provide such services in accordance with Nebraska state law, rules and regulations, or who are otherwise qualified, trained, or authorized by law to provide such services.

- B. A student's special education program shall not be changed or terminated by the ESU without a meeting of the student's IEP/IFSP Team which results in changes to or termination of the student's IEP/IFSP.
- C. The ESU and the District agree to abide by the mandated procedures for identification, verification, placement, development of the individualized program, inspection and review of student records, and other requirements as specified in 92 NAC 51, 92 NAC 52, Regulations and Standards for Special Education Programs Nebraska State Department of Education, Federal Regulations 20 U.S.C. 1401 *et seq.* (Individuals with Disabilities Education Act, (IDEA)).
- D. Special education programs or services which extend beyond the regular school year will be provided by the ESU upon request by the District. Said costs of such extended programs are not included in the cost schedule identified in item two of this contract. Extended programs shall be covered by separate contract.

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

**ESU 16**

By: \_\_\_\_\_  
 Name: James McGown  
 Title: Administrator  
 Date: \_\_\_\_\_

**DISTRICT**

By: Todd Rhoehs  
 Name: Todd Rhoehs  
 Title: Superintendent  
 Date: 2-12-2024

## SPED EXHIBIT A

### 1. Payments/Payment Schedule

A. The District will pay for the services that the District elects to be made available by the ESU to the District and for services rendered as follows:

(1) The estimated total cost of the services that the ESU will provide to the district is \$287,518. The District shall pay one-eighth of this amount (or \$35,939.75) to be invoiced on the 25th of each month, beginning September 25, 2024 through April 25, 2025.

(2) By March 1, 2024, the District shall notify the ESU of the services that the District desires to be made available to the District by the ESU. If the District elects to have services made available, then the ESU shall notify the District of the District's anticipated proportionate expense, and the District shall pay over seven months its proportionate share of such services.

(3) The District shall also pay for the actual cost of services rendered under this Agreement. Therefore, on the final bill, invoiced on April 25th, the ESU shall make any necessary adjustments caused by prior overpayment or underpayment and issue a final billing statement accordingly.

(4) The final billing statement to the District shall serve as a final reconciliation of the amounts due from the District to the ESU.

B. The District agrees to pay the ESU for all amounts due within thirty (30) days of receipt of invoice.

C. The procedure for billing and payment for services products and deliverable shall be as specified in this exhibit.

**2. Service Rates**

<u>LEVEL I SERVICES</u>		
<u>SERVICE</u>	<u>SERVICE CODE</u>	<u>AMOUNT</u>
Speech Therapy	4001	\$194734
Speech Therapy Supplies	N/A	\$0
Speech Therapy Equipment		\$0
School Psychologist	1002	\$56259
Teacher Consultant	2001	\$0
Audiology	1003	\$3282
Deaf Education Consultant	2014	\$21483
Occupational Therapy	4006	\$0
Physical Therapy	4005	\$0
Mental Health Counselor	4071	\$0
Inservice	7001	\$1500
Indirect Costs	N/A	\$977
Program Supervision	0001	\$0
Student Record System (SRS)	7003	\$9283
	<i>CONTRACT TOTAL:</i>	<i>\$287,518</i>

**CONTRACT GRAND TOTAL: \$287,518**

\_\_\_\_\_  
 District Superintendent Signature

2-12-2024  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 ESU Administrator Signature

\_\_\_\_\_  
 Date

## EXHIBIT C

### SPEECH THERAPY

1. The ESU will employ and provide a speech language pathologist (SLP) and additional qualified individuals to provide speech therapy services to the District's qualified students as required by each student's Individualized Family Service Plan (IFSP)/Individual Education Program (IEP), applicable laws and regulations, the Agreement, and this Exhibit. The SLP will provide assistance to the District to develop, review, and revise IEPs and IFSPs. This includes attendance at all required IEP/IFSP meetings by the SLP as required by Rules 51/52 or as reasonably requested by the District.
2. The District will provide the necessary space for the ESU employee to provide the services to identified students. The District shall draft a schedule for the ESU employee which shall be subject to ESU approval.
3. The District shall pay its proportionate share for the costs incurred by the ESU to provide and make available the SLP's instructional services, which shall include salary, all applicable taxes, retirement, mileage, fringe benefits, and professional development. The amount of services contracted will be based on the days per week the speech pathologist has provided services to the district in the previous school year. Preparation time will be the same as that of the District's teaching staff. The special education services provided under the SLP Program shall be billed at NDE's approved rate or, if none, as provided in Exhibit A.
4. The ESU will provide a list of students served and lessons taught to the District upon request.
5. School districts shall be responsible for providing, arranging, and/or paying for any student transportation if speech therapy services are provided at non-District locations.
6. A collaborative service delivery model will be provided upon the District's request. If the collaborative model is implemented, the District will provide the necessary release time to assure success of the program.
7. Speech-language pathologists will be subject to the direction of the District administrators while providing services to the District under the Agreement or this Exhibit.

## EXHIBIT C

8. As part of the Agreement cost/charge, the ESU will budget and bill up to \$50.00 per enrolled student for instructional materials and up to \$50.00 per enrolled pupil for equipment. An additional \$400.00 will be included for regional purchase of materials and equipment. The District shall be responsible for the purchase and/or cost of any materials or equipment that are required to provide speech therapy to its students. The ESU will make purchases on behalf of the District upon request and upon submission of a requisition sheet. Monthly billings from the ESU will reflect instructional materials and equipment purchased for the District along with other contract costs. The district may increase or decrease the budgeted amounts, and this increase or decrease will be reflected in the charge to the District. Only District-approved amounts will be purchased with your projected budget for instructional materials and equipment. Only instructional materials or equipment that are not included in the regional buy become and remain the property of your school district. Consumable materials necessary for instruction including, but not necessarily limited to, paper and writing utensils, will be made available by the schools requiring the materials.

## EXHIBIT D

### SCHOOL PSYCHOLOGY

1. The ESU will provide assistance to the District with the identification of children with disabilities, multidisciplinary teams and reporting of diagnostic data for ages birth through 21 by a school psychologist. These services include child find, initial evaluation and assessment, reevaluation as allowed by Rules 51/52 and requested by the District and/or required by Rule 51/52, verification/eligibility determination, and multidisciplinary evaluation team (MDT) requirements.
2. The District, with assistance from the ESU, shall obtain informed consent from the parent of the child as required by Rule 51/52 before any evaluation is conducted.
3. A school psychologist will assist the District in conducting Manifestation Determinations and Functional Behavioral Assessments in the context of Disciplinary Removals of Children with Disabilities.
4. All testing instruments and materials necessary for evaluation, assessment, identification, and verification shall be provided by the ESU without any additional cost or charge to the District.
5. The District shall pay its proportionate share for the costs incurred by the ESU to provide and make available the School Psychologist's services, which shall include salary, all applicable taxes, retirement, mileage, fringe benefits, and professional development. The amount of services contracted will be based on the days per week the school psychologist has provided services to the district in the previous school year. Preparation time will be the same as that of the District's teaching staff. The special education services provided under the School Psychologist Program shall be billed at NDE's approved rate or, if none, as provided in Exhibit A.



## EXHIBIT F

### AUDIOLOGY

1. The ESU will provide assistance to the District with students who might have hearing concerns. The Audiologist is responsible for providing a comprehensive diagnostic evaluation.
2. The District, with assistance from the ESU, shall obtain informed consent from the parent of the child as required by Rule 51/52 before any comprehensive diagnostic testing is done in a soundproof booth.
3. All testing instruments and materials necessary for evaluation, assessment, identification, and verification shall be provided by the ESU without any additional cost or charge to the District.
4. The District shall pay its proportionate share for the costs incurred by the ESU to provide and make available the Audiology services, which shall include salary, all applicable taxes, retirement, mileage, fringe benefits, and professional development. The formula distribution is based on the District's October 1 membership, and includes a weighted student formula. The special education services provided under the Audiology Program shall be billed at NDE's approved rate or, if none, as provided in Exhibit A.



## EXHIBIT G

### DEAF AND HARD OF HEARING CONSULTANT

1. The ESU shall employ and provide a Deaf and Hard of Hearing Consultant to provide consultation to District Staff in meeting the unique needs of students, for program planning and compliance with students who are deaf or hard of hearing and applicable laws and regulations.
2. These services can include but are not necessarily limited to, the following:
  - Assist paraprofessionals and classroom teachers in program planning, conduct staffings, inservice training, observation, consultation and collaboration, modify curriculum and provide resources for checkout and evaluating the effectiveness.
  - Assist with the eligibility determination and accommodation for students who are deaf and hard of hearing. Assess the needs of a sign language interpreter.
  - Provide assistance to the District to develop, review and revise IEPs and IFSPs. This includes attendance at all required IEP/IFSP meetings by an ESU representative as required by Rule 51/52 or as reasonably requested by the District.
  - Provide direct services, when needed, to students based upon an IEP team decision.
3. Consultation services will be coordinated with the Administrator for each district.
4. The ESU will provide the District with a detailed description of the program and services offered and the number of students receiving such service upon District request.
5. The District shall pay its proportionate share for the costs incurred by the ESU to provide and make available the Deaf and Hard of Hearing Consultant, which shall include salary, all applicable taxes, retirement, mileage, fringe benefits, and professional development. The amount of services contracted will be based on the days per week the deaf and hard of hearing consultant has provided services to the district in the previous school year. Preparation time will be the same as that of the District's teaching staff. The special education services provided under the Deaf and Hard of Hearing Consultant shall be billed at NDE's approved rate or, if none, as provided in Exhibit A.



## EXHIBIT I

### IN-SERVICE TRAINING

1. The ESU shall employ, retain, and/or provide a qualified individual or individuals to train District employees regarding the requirements of 92 NAC 51, 92 NAC 52, the Special Education Act (NEB. REV. STAT. § 79-1110 through 79-1167), the Individuals with Disabilities Education Act (IDEA - 20 U.S.C. 1401 *et seq.*), and corresponding regulations.
2. The District will coordinate the release time necessary for ESU and District personnel to attend and participate in In-Service Training.
3. The District administration will assist the ESU to arrange specific onsite in-service activities for District personnel.
4. The ESU will prepare any additional contracts necessary to provide In-Service Training to District employees.
5. The ESU will make payments to workshop presenters, including mileage, meal allowance, presenter fees, and necessary workshop materials. The actual cost of the workshop will be reflected in the registration fee that is billed by the ESU to the District.
6. The ESU will provide In-Service Training only to a District that has children who have been identified and verified and are receiving special education.
7. The ESU's suggested budget of \$500.00 per school will entitle the District to about ten hours of special education In-Service Training. The district may increase or decrease the budgeted amounts, and this increase or decrease will be reflected in the charge to the District. Inservice training will only be billed to districts when staff attend a training session.
8. An additional amount for the technology cost for the Student Record System (SRS) will be charged, based on the number of students in your District. The SRS fee is billed to the ESU through the Educational Service Unit Coordinating Council (ESUCC), and that fee is then charged to each district.



## EXHIBIT J

### INDIRECT COSTS

1. The District will share in the costs of special education services that are non-reimbursable through the Department of Education. Examples of non-reimbursable costs include, but are not limited to, building rentals and office equipment used for administrative purposes.
2. The Nebraska Department of Education outlines the allowable and reimbursable costs for Special Education services in Rule 51. The allowable and reimbursable costs for special education services are restricted to the following items (as may be amended or modified by NDE), which shall be documented and are subject to audit:
  - A. Salaries of special education personnel as per 92 NAC 51-010 and clerical personnel directly associated with special education services;
  - B. School district or approved cooperative share of fringe benefits for the special education staff:
    - a. Fringe benefits shall be limited to social security, retirement programs, workers' compensation, health, life, long term disability and unemployment insurance.
  - C. Inservice costs directly related to the special education programs provided that:
    - a. Allowable inservice expenditures are costs directly related to special education programs. Allowable activities must be designed to contribute to the professional growth and competence of staff serving children with a disability and their parents through workshops, demonstrations, and school visits. Tuition and expenses of attending special education courses for college credit are not allowed.
    - b. Allowable costs include: presenter fees and expenses; mileage; board and room of staff to attend inservice programs; costs of substitutes for staff attending inservice programs; cost of inservice programs which directly assist special and regular educators in providing appropriate programs for children with a verified disability in their classrooms; and costs of special education workshop attendance.
    - c. Costs of attending meetings conducted by organizations where only organizational business is conducted is not an allowable reimbursable expense.
  - D. Travel costs incurred by the ESU's special education staff in delivering the special education program and services.

## EXHIBIT J

E. Instructional equipment including assistive technology devices and equipment, supplies and publications necessary to aid the child in accomplishing the goals and objectives of the individual education program (IEP)/IFSP are allowable reimbursable costs under this Chapter. The equipment, supplies and publications shall be used by the child in association with the implementation of the child's IEP or evaluation. This shall also include equipment, supplies and publications used by staff when instructing a child with a verified disability; when evaluating a child who is suspected of having a disability; or when reevaluating a child with a verified disability. Allowable and reimbursable costs shall include printing, publication and postage costs that are necessary to carry out the provisions of this Chapter. This shall not include equipment, supplies and publications used by staff for administrative purposes. This shall not include personal equipment and supplies or life support equipment. When equipment is used for purposes other than for special education, the school district or approved cooperative shall only claim the applicable prorated portion for special education payment.

## EXHIBIT K

### SPECIAL EDUCATION DIRECTOR FOR PROGRAM SUPERVISION

1. The ESU will employ, retain, and/or provide a qualified individual or individuals to serve as the District's Special Education Director and to provide the District with Program Supervision regarding the District's special education programs established and maintained under 92 NAC 51, 92 NAC 52, the Special Education Act (NEB. REV. STAT. § 79-1110 through 79-1167), the Individuals with Disabilities Education Act (IDEA - 20 U.S.C. 1401 *et seq.*), and corresponding regulations.
2. The Special Education Director will provide the following services:
  - A. Special assistance and information in completion of necessary forms for final financial reimbursement and budgets, IDEA Consolidated Grant, Maintenance of Effort (MOE) reports, SRS/ADVISER upload, etc. for each school year, as required by NDE.
  - B. Coordinates all special education services available through the ESU such as assistance on referrals, placement, student progress and transportation.
  - C. Arrange appropriate staffing in each of the Special Education programs provided by the ESU.
  - D. Assist District special education teachers with concerns that arise from student IEPs, curriculum planning, caseload size, SATs, transition requirements, Rule 51 compliance, SRS, etc.
  - E. Supervision and evaluation of all ESU personnel involved in the delivery of special education services. (this cost is included within each contracted program at 8%)
  - F. Additional services required by Rule 51, Rule 52, IDEA, or the Nebraska Special Education Act or otherwise reasonably requested by the District.
3. The ESU will provide the District with a more detailed description of the program and services offered under this Exhibit upon District request.
4. The District shall pay its proportionate share for the costs incurred by the ESU to provide and make available the Program Supervision services, which shall include salary, all applicable taxes, retirement, mileage, fringe benefits, and professional development. The formula distribution is based on the time per month the Special Education Director has spent in providing services either in district or office time for the district on a monthly basis from the previous school year. The special education services provided under the Special Education Director Program shall be billed at NDE's approved rate or, if none, as provided in Exhibit A.

## EXHIBIT K

5. Districts with their own Director of Special Education will pay for services outlined in paragraph 2.E. only. The cost of this service is built into each of the contracted programs at 8% of the cost of the program.



## 6025

### Student Cell Phone and Other Electronic Devices

Students may use cellular phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students **should** not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, e-mailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including or any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

Reviewed on: January 28, 2021

Adopted on: May 10, 2021

Effective on: August 10, 2021

Reviewed on: February 29, 2024  
Revised on:

## 6027 Field Trips

The board encourages instructional staff to incorporate field trips into the curriculum. These trips should normally be conducted during the school day.

### 1. **General Conditions**

All trips must be pre-approved by the teacher's building principal. Out-of-state and overnight trips require pre-approval by the Superintendent. The superintendent and principals will develop guidelines for approval of trips and communicate those guidelines to teaching staff.

### 2. **Parental Permission**

Each student must have the signed parental permission slip found within the Parent/Student handbook prior to being allowed to attend a field trip. Caregivers, as that term is defined in the Nebraska Strengthening Families Act, shall be permitted to sign parental permission slips.

### 3. **Supervision**

Sponsoring teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. Whether paid staff or volunteers, chaperones are prohibited from drinking alcoholic beverages of any kind at any time during any field trip. All chaperones must be at least 21 years of age. Any chaperone who drives students must possess a valid driver's license. Chaperones who drive students in private vehicles must possess adequate insurance coverage. Chaperones do not have any property right in or to a chaperone assignment. The school district may deny or terminate a chaperone assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

### 4. **Student Conduct**



**North Platte Public Schools**

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Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

Reviewed on: November 20, 2020

Adopted on: May 10, 2021

Effective on: May 10, 2021

Reviewed on: February 29, 2024

Revised on:

## **6038 Artificial Intelligence**

As used in this policy, artificial intelligence tools (“AI Tools”) mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChaptGPT, Google Bard, and other chatbots.

The board recognizes that among other resources, when properly used, AI Tools may provide valuable source information to students and teachers in relation to the district’s academic curriculum and assignments. Student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. Unless an individual teacher affirmatively communicates to students that AI Tools may be used for a specific assignment, then AI Tools may not be used. Individual teachers will decide for each individual assignment the extent to which students may use AI Tools for such assignment. Teachers are encouraged to make such a decision in advance of students being given the individual assignment in question.
2. Teachers will communicate to all students responsible for completing an assignment the extent to which such students may use AI Tools in connection with such assignment. Teachers will endeavor to include in such communications examples of permissible and impermissible uses of AI Tools.
3. If a student uses any AI Tools in connection with a school assignment, the student must comply with the following:
  - a. The student must explicitly disclose to the teacher in writing that the student used an AI Tool and the specific AI Tool used.
  - b. In any student work (whether hard copy, electronic, digital, or otherwise), the student shall give proper attribution to the AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not

necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.

- c. In no instance may the output from one or more AI Tools be copied and placed within a student's work as if the student wrote such section himself or herself. For example and not limitation, students may not outsource the organization or the writing of any written work to any AI Tool.
4. A student's failure to meet the requirements stated in this policy will constitute a violation of the district's prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.
  5. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_