

Educational Resources Committee Meeting  
Monday, January 9, 2023 12:30 PM  
ESU 10 plus Zoom  
6949 South 110th Street  
LaVista, NE 68128

1. Call to Order  
Committee Chair
2. Roll Call  
Committee Chair
3. Agenda Item  
Committee Chair
  - 3.1. GET SET Presentation  
Pam Brezenski
  - 3.2. Special Populations  
Committee Chair
    - 3.2.1. NDE Special Education Update  
Amy Rhone
    - 3.2.2. ESPD Report  
Lona Nelson-Milks
    - 3.2.3. Mental Health and Wellness  
Committee Chair
      - 3.2.3.1. Nebraska Mental Health Conference  
Committee Chair
    - 3.2.4. SRS Staff Report
    - 3.2.5. 504 Plan - 2023-2024 MSA  
Executive Director
  - 3.3. PDO (Professional Development Organization)  
Committee Chair
    - 3.3.1. High Quality Instructional Materials Support (HQ-IM)  
Committee Chair
      - 3.3.1.1. ESUCC HQIM Contract  
Shirley Vargas
    - 3.3.2. SDA Report  
SDA Affiliate Chair
    - 3.3.3. PDO Meetings  
Committee Chair
      - 3.3.3.1. Draft MSA 2023-2024  
Executive Director
        - 3.3.3.1.1. ESPD Budget Request  
Committee Chair
        - 3.3.3.1.2. SDA Budget Requests 2023-2024  
Committee Chair

3.3.3.1.3. PDO Budget Requests

Committee Chair

3.3.4. NDE Updates

Russ Masco

3.3.5. Monthly Talking Points

Executive Director

3.3.6. ESUCC Matrix 2022-2023 - Work in progress

Polk/Paulman

4. Next Meeting Agenda Items

Committee Chair

5. Adjournment

Committee Chair

# NEBRASKA OPEN MEETINGS ACT

**84-1407. Act, how cited.** Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

**84-1408. Declaration of intent; meetings open to public.** It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

**84-1409. Terms, defined.** For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

**84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.**

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as: (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) Discussion regarding deployment of security personnel or devices; (c) Investigative proceedings regarding allegations of criminal misconduct; (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length. Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

**84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.**

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public. (b) (i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website. (ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by: (A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or (B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting. (iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public

body.(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee. (d) Each public body shall record the methods and dates of such notice in its minutes. (e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met: (i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity; (ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act; (iii) The governing body of a public power district having a chartered territory of more than one county in this state; (iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state; (v) An educational service unit; (vi) The Educational Service Unit Coordinating Council; (vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act; (viii) A community college board of governors; (ix) The Nebraska Brand Committee; (x) A local public health department; (xi) A metropolitan utilities district; (xii) A regional metropolitan transit authority; and (xiii) A natural resources district. (b) The requirements for holding a meeting by means of virtual conferencing are as follows: (i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference; (ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used; (iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and (iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body. (b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings. (c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413. (8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if: (a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body; (b) No action is taken by the public body at the virtual meeting; and (c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

**84-1412. Meetings of public body; rights of public; public body; powers and duties.**

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each

meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if: (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction; (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience; (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance; (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state; (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and (f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

(7) Each public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a meeting.

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.**

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

**84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.**

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

**84-1415. Open Meetings Act; requirements; waiver; validity of action.** No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

Revised  
4-2022



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# Get **s** **e** **t**

*Nebraska*



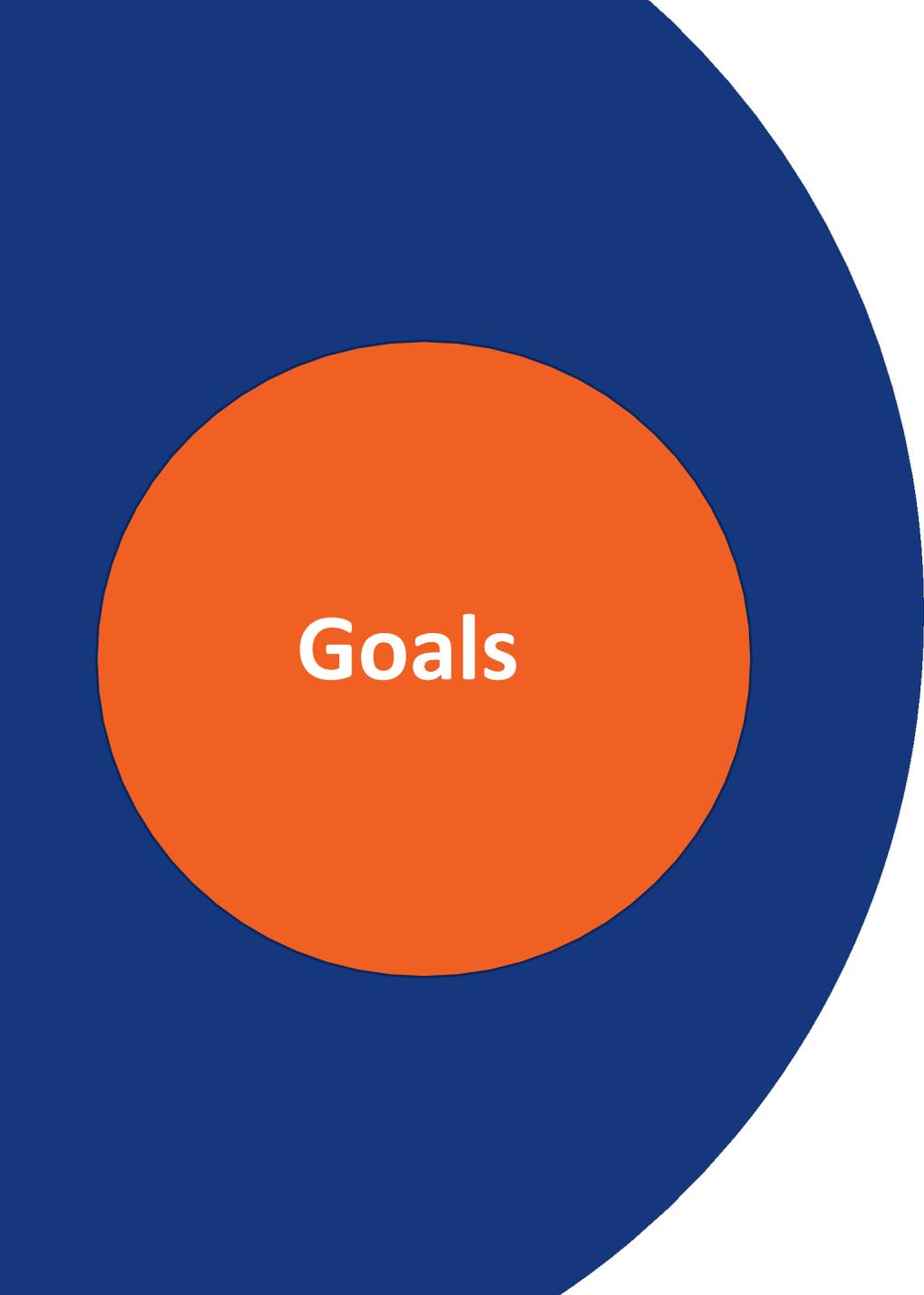
**NEBRASKA CENTER FOR RESEARCH ON  
CHILDREN, YOUTH, FAMILIES & SCHOOLS**



*Funded through the US Department of Education Discretionary Grant  
Nebraska Personnel Development to Improve Services and Results for Children with Disabilities:  
Improving Retention of Special Education Teachers and Early Intervention Personnel #H325P210009*

**Get** **s** **e** **t**  
Nebraska

*Developing, guiding  
and supporting  
Nebraska's special  
education teachers and  
administrators to  
improve student  
outcomes*



## Goals

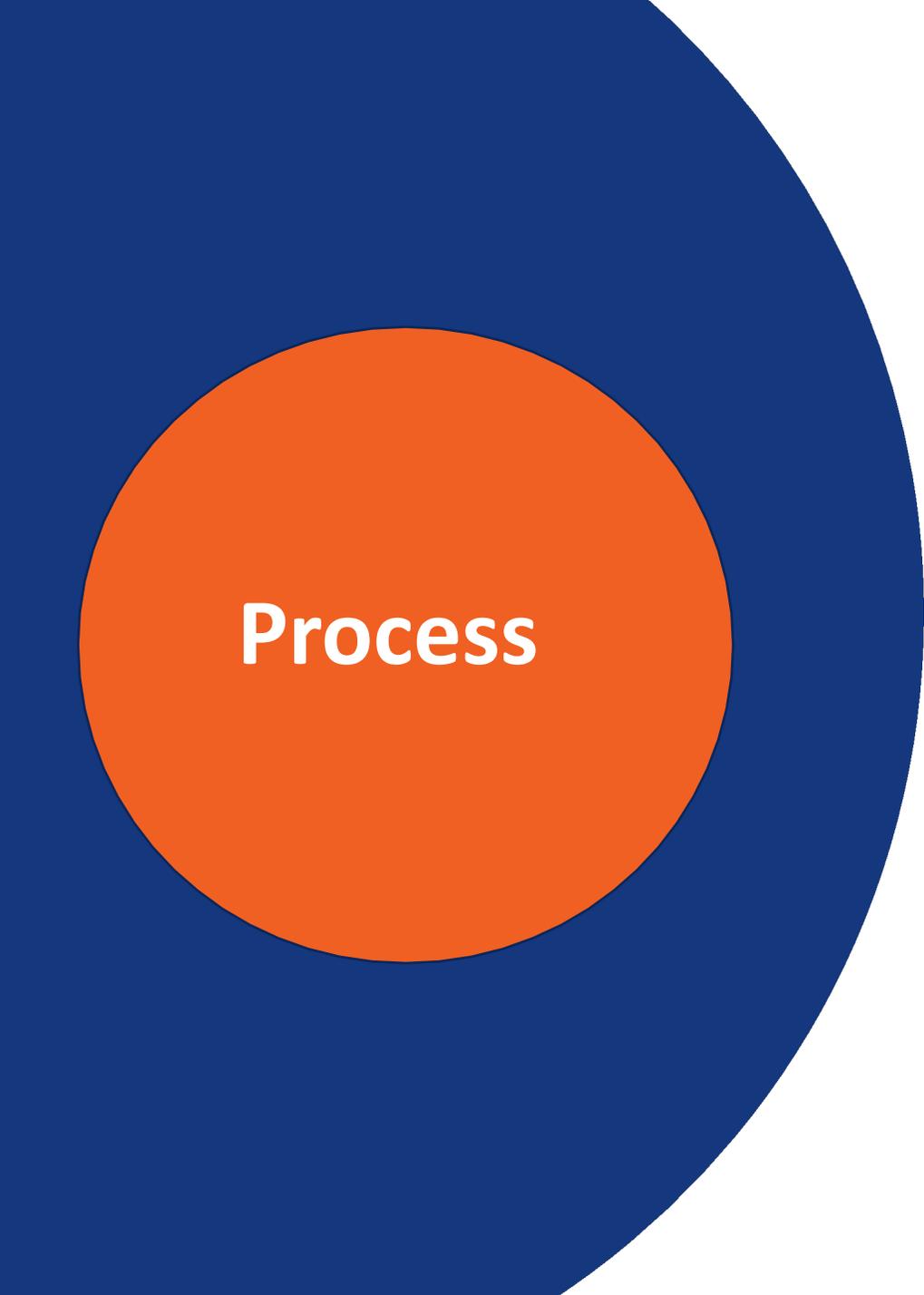
- 1) Support districts in implementing systemic change in maintaining retention focused processes for attracting, recruiting and supporting Special Education Teachers
- 2) Empower new Nebraska Special Education Teachers in order to reduce stress and frustration



# Increase Special Educator Retention by...

- Reducing teacher-reported job stress
- Increasing teacher-reported job satisfaction
- Increasing school administrator self-efficacy for supporting special education teachers
- Assisting schools and districts in retention planning



A large graphic on the left side of the slide consists of a dark blue outer semi-circle and a smaller orange inner circle. The word 'Process' is written in white, bold, sans-serif font inside the orange circle.

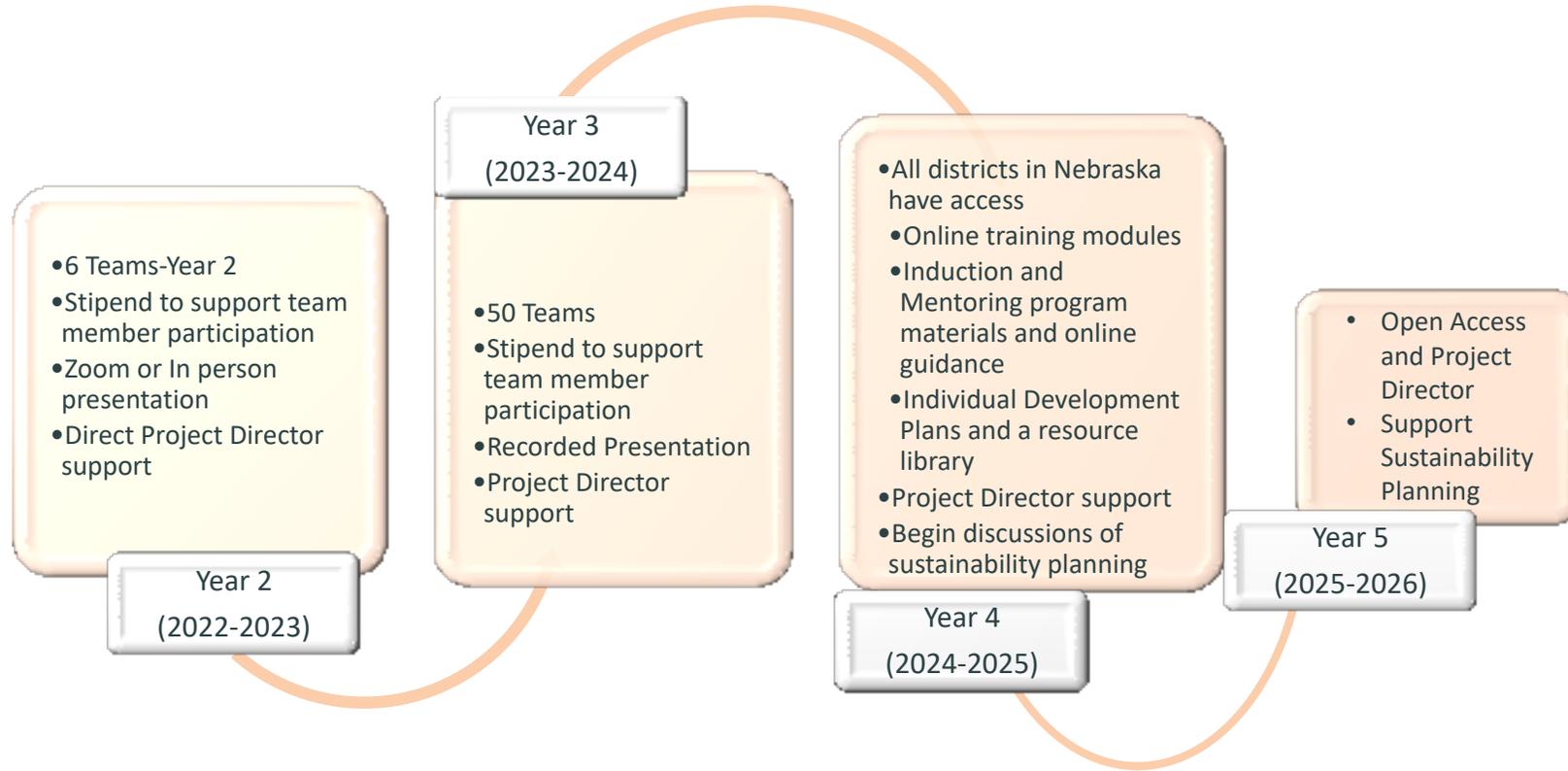
**Process**

Five Year OSEP Grant Funded Project:

- Year 1: Planning and Development
- Year 2: Pilot Testing
- Year3: Pilot/Control Testing-Scale Up
- Year 4: Statewide Release
- Year 5: Sustainability Planning



# Timeline



# 2022-2023 Pilot Schools

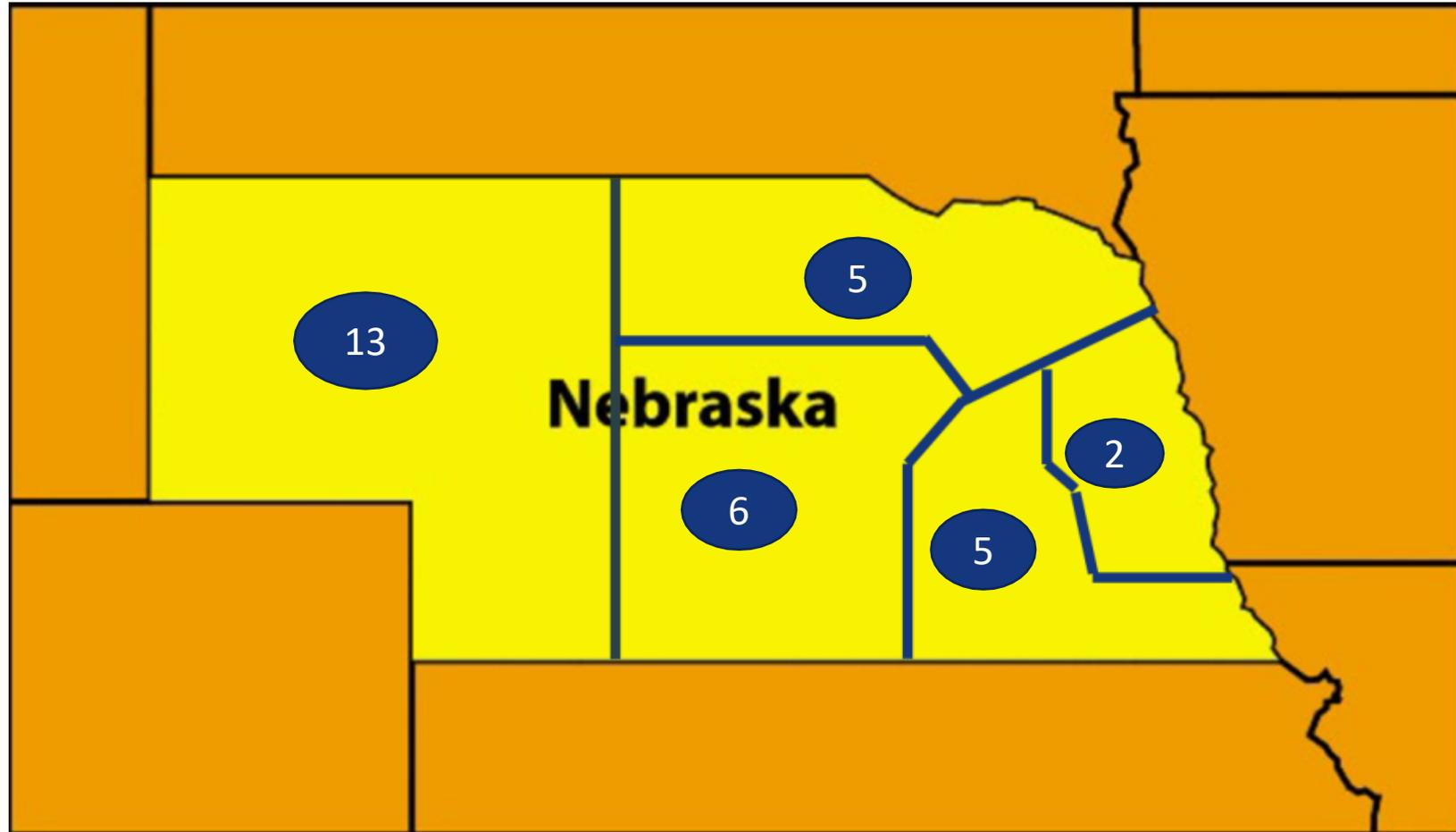


# Upcoming Participation and Collaboration Opportunities

- 2023-2024 Pilot
  - 100% Online-Plan on your schedules
  - \$1500.00 NDE Subaward to pay team member stipends
  - 50 total team openings-filling fast! (*31 schools/teams committed*)
  - Direct Program Manager support to teams
  - Connections, if desired, from ESU Sped Departments and schools
- 2024-2025 Pilot
  - 100% Online-Plan on your schedules
  - Stipends will not be awarded within this pilot year
  - Open to all districts or schools in the state
  - Direct Program Manager support to teams
  - Connections, if desired, from ESU Sped Departments and schools
  - Seeking 50 Control Group matching schools



# Preliminary 23-24 Pilot School Participation



## Components

- 1. Statewide retention data collection system**
  - Connected with State Personnel Data Collection
- 2. Administrative Leadership Academy**
  - Shortage Information
  - Attraction and Hiring
  - Induction and Mentoring
  - Development and Skill Building
- 3. Induction and Mentoring Program**
  - Mentor, Mentee and Administrator



**Statewide  
Retention Data  
Collection System**

# Personnel Data Reporting System

The integration of the state data system and retention data is in the pilot phase.

Data will be collected regarding teachers who left due to:

- Retirement
- Movement to Another District
- Movement to Another Position
- Disciplinary Issue
- Budget / Position Removal
- Contract Non-Renewal
- Other Reasons



The logo features a dark blue background with several overlapping circles in shades of orange and teal. The text "Administrative Leadership Academy" is centered in white, bold, sans-serif font.

**Administrative  
Leadership  
Academy**

# ADMINISTRATIVE LEADERSHIP ACADEMY PROCESS



Five Accessible Professional Learning Modules to provide you information about retention strategies and resources.



Get SET Plan activities aligned to modules to reinforce learning material and build connections to your district.



Additional Enrichment Resources and Materials to enhance your learning experience. Plus, support to build a retention plan.



# Content

- **Module 1:**  
Overview of Get SET Nebraska
- **Module 2:**  
Attracting and Hiring Talent
- **Module 3:**  
Induction and Development
- **Module 4:**  
Special Educator Support and Training
- **Module 5:**  
Bringing it Together: Retention Plan Development



# Format

## LEARNING OBJECTIVES

1. Get SET Nebraska structure & process
2. Special education teacher shortages
3. Reasons for special education turnover
4. Role of school climate and culture on retention



## Get SET Plan Activities

1.1 Your Role in Special Education Teacher Retention



### Goal:

The goal of this activity is to define your role in the special education teacher induction and mentoring process.

### Overview:

In the first Get SET Plan activity, you will identify and define your role in special education teacher retention by reviewing the IRIS Center resource: *Leader's Model for Keeping Effective Special Education Teachers*. Elements of the evidence-based IRIS model will be integrated throughout the Get SET Nebraska Administrative Leadership Academy and Special Education Teacher Induction and Mentorship Program.

### Directions:

1. For this Get SET Plan activity, you will watch the IRIS Module Video, or read the transcript, *A Leaders Model for Cultivating and Keeping Effective Special Education Teachers*.
  - a. You can access the video or transcript to *Leader's Model for Cultivating and Keeping Effective Special Education Teachers* at the following link: <https://iris.peabody.vanderbilt.edu/module/1shr-rej/resource/12/r12/#content>
  - b. The audio can be accessed by clicking on the play button.
2. Work through *Interactive Activity A* within the 1.1 Get SET Plan Activity below. Think about special education teacher retention in your district and complete the guiding questions in the Get SET Interactive Activities below.
3. Work through *Interactive Activity B* to identify how you can be active in each component of a Leaders Role in supporting Special Education Teacher retention.
4. Return to the Get SET Nebraska Administrative Leadership Academy Module 1 video/presentation.





# **Mentoring and Induction Program**

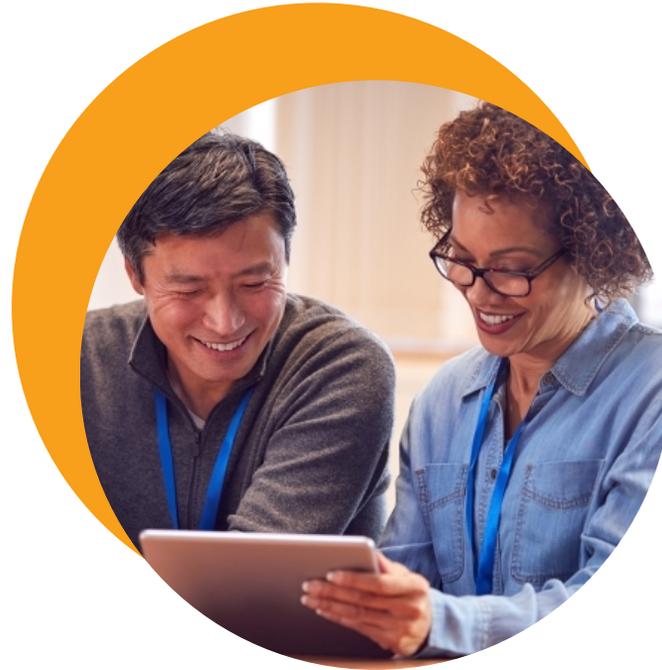
# Participants



**Administrator**

**Principal**

**Special Education Director**



**Mentor**

**District Professional Special  
Education Teacher**

**OR**

**District General Education Teacher  
and Professional Special  
Education Teacher**



**Mentee**

**New Special Education Teacher**

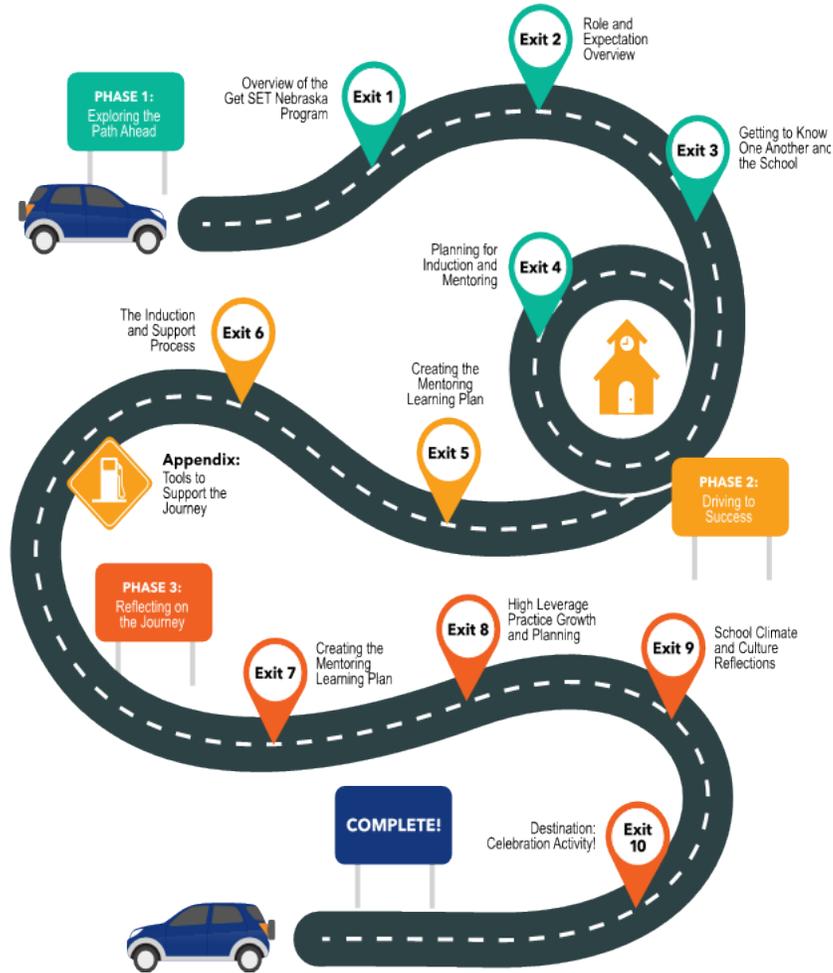


# Content

- **Phase 1**
  - Getting to know the school and policies
  - Preparing resources and contacts for the year
  - Building collaborative relationships
  - Teaching structures
- **Phase 2**
  - Development of High Leverage Practice based learning plans
  - Monthly Communication Maps for weekly meetings
  - Induction meeting materials and administrator action
  - Skill development and mentee growth
    - Individualized professional development
    - Teacher wellness activities
    - NDE Technical Guidance review
    - Problem solving and decision making
- **Phase 3**
  - Examination of mentee growth within skills
  - Evaluation of climate and culture of SPED department
  - Planning for natural supports going forward
  - Celebration of the first year!



# Format



## EXIT 1 Overview of the Get SET Nebraska Program

- Start:** Upon agreement to participate.
- Connect:** In this Exit you will complete the following activities:
  - Watch the Exit 1 Module Video while pausing to exit and complete activities.
  - Pause and complete the following activity:
    - 1a: Planning Your Journey
- Complete:** Within two days of the start date.

### 1a: Planning Your Journey

**Goal:**  
The goal of this activity is to plan the schedule that works best for your team.

**Recommended Participants:**

- Administrator
- Mentor
- Mentee

**Activity Overview:**  
In this Interactive Activity, you will review the scope and sequence examples for Phase 1 of the Get SET Nebraska program. Then, you will work together as a team to identify what schedule will work best for you.

**Complete the following tasks for this activity:**

- Task 1:** Review the possible scope and sequence options for Phase 1.
- Task 2:** Identify additional possibilities for the team scope and sequence.
- Task 3:** Schedule your Phase 1 work.





*Nebraska*

Questions?

Interested in Learning More?

- Get SET Nebraska [Flyer](#)
- Get SET Nebraska Website
  - [Blogs](#)
- ESUCC-[The Good Life Podcast](#)
- Twitter @getsetnebraska
- Contact Program Manager

Dr. Pamela Brezenski

[Pbrezenski@esu13.org](mailto:Pbrezenski@esu13.org)





**Get** **s** **e** **t**  
*Nebraska*

[getsetnebraska.org](http://getsetnebraska.org)

# Save the Date



## NEBRASKA SCHOOL MENTAL HEALTH CONFERENCE

The Nebraska School Mental Health Initiative was launched to promote strong mental health services in our schools; to provide resources and training to increase access; and to promote early intervention and wrap around services for youth and families.

We hope you'll join us in 2023! Conference and keynote information coming soon!

**June 7th & June 8th, 2023**

**Younes Conference Center North in Kearney, NE**

# SRS Report

January, 2023

Our contractor X-Eqt continues work on the updated code and database for SRS. This work will be ongoing throughout this school year and will be released in the Summer of 2023.

We continue to examine the ADVISER reporting process and ways to make this experience smoother for SRS users. Integrations/interfaces which can synchronize data between SRS and student information systems seems to be one key improvement to forewarn of and prevent reporting errors in ADVISER.

The SRS Advisory team is making outreach to district who do not use SRS to check the possibility of them coming into SRS, or to receive feedback and comparison data on their alternate systems.

NEBRASKA DEPARTMENT OF EDUCATION
CONTRACT ROUTING/APPROVAL FORM

43295

Contractor Name: ESUCC
Contractor Soc. Sec. #/ Federal ID#:

Total Contract Amount: \$316,000

SIGNATURE

DATE

(1) Originating Staff Member (Signature and date) M. Payzant (Dec 21, 2022 08:17 CST) Dec 21, 2022

- a) Have there been any contracts with this contractor that began within the same State fiscal year as this contract?
b) Employer/employee relationship will exist, and contractor or employees of contractor will be housed at NDE worksite...
c) Will work with vulnerable populations (e.g., minors or individuals with disabilities); or have fiscal responsibilities...

(2) Office Administrator Member (Signature and date) Philip Deery (Dec 21, 2022 08:22 CST) Dec 21, 2022

- a) I have determined that sufficient legal authority exists to contract for these services.
(or) A copy of the legal authority is attached.
b) I have notified the Commissioner and Deputy Commissioner by email of intent to contract and have attached a copy of the email.

OA is to check the following items that are applicable to this contract:

- c) The intent of the contract is: Independent Contractor Employee (FICA purposes)
d) The contractor or employee(s) of contractor will be housed at NDE worksite
e) Hiring Process Utilized (AM501)
f) Potential Conflict of Interest Exists (See contractor's response in Appendix E, Questions 5, 6, 8f & 8g for any "yes" answers requiring a public notice listing the persons named)

(3) Human Resource Review
Independent Contractor Employee (FICA purpose) Eligible for Overtime Not Eligible for Overtime
Background screening required Yes No Copy of Contract must be filed with HR Yes No

(4) General Counsel Review Philip Deery (Dec 21, 2022 08:57 CST) Dec 21, 2022

(5) Fiscal Review Steve Bauers (Dec 28, 2022 13:18 CST) Dec 28, 2022

SPECIFIC COMMENTS\* (Attach additional pages as necessary) INITIAL/DATE

Board approval obtained on November 4, 2022

(6) OA Certificate of Insurance Attached Not Applicable
Background screening Passed Failed Not Applicable

(Final OA approval of contract review package) Philip Deery (Dec 21, 2022 08:22 CST) Dec 21, 2022
Signature Date

Information Below to be Completed by Administrative Services

- State Board of Education Approval/Notice Required: Under 49-14,102 (Notice) Contract amount is \$25,000 or more (Approval)
Commissioner/Deputy Commissioner Signature Required: Yes No

**From:** [Vargas, Shirley](#)  
**To:** [Blomstedt, Matt](#)  
**Cc:** [Frison, Deborah](#); [Payzant, Marissa](#); [Curtis, Sally](#); [Landis, Sherri](#)  
**Subject:** Intent to Contract: ESUCC  
**Date:** Friday, December 16, 2022 11:46:00 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)

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Commissioner Blomstedt,

It is the intent of the Office of Coordinated School and District Support and the Office of Teaching, Learning, and Assessment to contract as follows:

- Contractor—Educational Service Unit Coordinating Council (ESUCC)
- Anticipated Costs—up to \$316,000
- Source of Funding—ESSER III State Set-Aside
- Dates of Contract—January 3, 2023, through December 31, 2024

Scope of Service:

Conduct a statewide needs assessment for necessary supports in high quality instructional materials (HQIM) implementation in schools and districts and design and implement a statewide plan for HQIM support for multiple content areas.



**Shirley Vargas, Ed.L.D.**

*School Transformation Officer*

*Office of Coordinated School & District Support*

500 S. 84th St., 2nd Floor

Lincoln NE, 68510-2611

P: (402) 326-5371

E: [shirley.vargas@nebraska.gov](mailto:shirley.vargas@nebraska.gov)



**From:** [Frison, Deborah](#)  
**To:** [Vargas, Shirley](#)  
**Cc:** [Payzant, Marissa](#)  
**Subject:** Re: AM 110 Waiver - ESUCC  
**Date:** Friday, December 16, 2022 2:27:56 PM  
**Attachments:** [image001.png](#)  
[image003.png](#)

---

The waiver request to extend the contract beyond one year as described is approved.

Thanks,  
DAFrison

Get [Outlook for iOS](#)

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**From:** Vargas, Shirley <[shirley.vargas@nebraska.gov](mailto:shirley.vargas@nebraska.gov)>  
**Sent:** Friday, December 16, 2022 11:47:04 AM  
**To:** Frison, Deborah <[Deborah.Frison@nebraska.gov](mailto:Deborah.Frison@nebraska.gov)>  
**Cc:** Payzant, Marissa <[Marissa.Payzant@nebraska.gov](mailto:Marissa.Payzant@nebraska.gov)>  
**Subject:** AM 110 Waiver - ESUCC

Dr. Frison,

I am requesting a waiver to contract with ESUCC beyond a one-year contract period. ESUCC will Conduct a statewide needs assessment for necessary supports in high quality instructional materials (HQIM) implementation and design and implement a statewide plan for HQIM support for multiple content areas. The contract period would be from January 3, 2023, through December 31, 2024.

Thank you for considering this request.

---



**Shirley Vargas, Ed.L.D.**  
*School Transformation Officer*  
*Office of Coordinated School & District Support*  
500 S. 84th St., 2nd Floor  
Lincoln NE, 68510-2611  
P: (402) 326-5371  
E: [shirley.vargas@nebraska.gov](mailto:shirley.vargas@nebraska.gov)



## NEBRASKA DEPARTMENT OF EDUCATION CONTRACT

This Contract is made by and between the Nebraska Department of Education, hereinafter called "NDE", and

ESUCC \_\_\_\_\_, \_\_\_\_\_  
(Name of Contractor) (Doing Business As [if using another name])

\_\_\_\_\_, hereinafter called "Contractor".  
Address Book Number (ABN)

### The Contractor and NDE agree as follows:

- 1) **TERM of CONTRACT:** This Contract is in effect from January 3, 2023 or the date signed by both parties, whichever is later, through December 31, 2024 unless otherwise terminated as provided herein.
  
- 2) **SCOPE of SERVICES by CONTRACTOR:**
  - a) **The Contractor is to perform the following specific activities or services:**
    1. Through the conduction of a needs assessment, ESU staff will gain expertise and capacity to provide curriculum development based professional learning to support successful implementation of high-quality instructional materials, in the regions they serve.
    2. Design regional/local models for delivering high-quality curriculum-based professional learning.
    3. The ESUCC, in conjunction with the ESU/NDE Social Studies Cadre, will continue phases 2 and 3 of an ongoing project to continue developing resources to support districts in the creation and implementation of high-quality social studies materials.
  
  - b) **The specific date(s) and time(s) of activities/services are:**

All activities will occur between January 3, 2023, through December 31, 2024. Specific dates will be determined by outcomes of the needs assessment.
  
  - c) **The specific location(s) where activities/services are to be performed are:**

To be determined by contractor.
  
  - d) **The Contractor supplies the following (state "Nothing" if not applicable):**

Nothing.
  
  - e) **The Contractor is to pay the following expenses or compensation to the following individuals or entities (state "NA" if not applicable):**

NA.
  
  - f) **Miscellaneous terms are (state "None" if not applicable):**

None.

3) **CONSIDERATION:** NDE agrees to pay the Contractor up to \$ 316,000, for services *(not including FICA or Workers' Compensation contributions, when applicable)* **plus** expenses of up to \$ 0 as stated in 3b.

a) **The method and times of payment (i.e. one payment, installment payments, etc.) are:**

The contractor will submit an invoice with supporting documentation pertaining to each activity by the date below.

<b>Activity</b>	<b>(up to) Amount</b>	<b>Submit invoice by</b>
1. Conduct a needs assessment, create action plans, and provide training	\$116,000	Invoice 1A: June 1, 2023 Invoice 1B: March 1, 2024
2. Develop regional models for delivering high-quality curriculum-based professional learning	\$100,000	Invoice 2A: March 1, 2024
3. ESUCC/NDE Social Studies Cadre	\$100,000	Invoice 3A: August 1, 2023 Invoice 3B: August 1, 2024
Total	\$316,000	

b) **The Contractor is to be paid the following expenses at the rates specified and not to exceed the total amount stated below (state "not applicable" if appropriate).** Any expenses that NDE will pay through direct billing must be identified separately. *(Although payments for direct-billed expenses are not made directly to the contractor, the amount is to be included in the total of expenses for NDE accounting purposes.)*

Not Applicable.

- 4) **FICA/EXEMPT STATUS:** (FICA determination may be made by the LCM, or will be made by HR by checking **ONE** of the following paragraphs. Exempt/Nonexempt determination will be made by HR by checking **ONE** of the following paragraphs. **Only the paragraph checked applies to this contract.**)

Employer/Employee Relationship:

This Contract creates a temporary employer/employee relationship between the Contractor and NDE. Federal law requires that NDE, as employer, make an employer's FICA (Federal Insurance Contribution Act) contribution to the employee's FICA account. To accomplish this contribution, contract payments by NDE to the Contractor are made through the State of Nebraska Central Payroll system. This system deducts Federal Income Tax, State Income Tax, and FICA plus makes the NDE employer contribution to the Contractor's account. The Contractor further agrees that to facilitate this requirement the Contractor will complete any payroll forms required.

- Eligible for overtime compensation for any hours actually worked in excess of 40 in a workweek. Compensation may either be paid at one and one-half times the hourly rate or may be granted as compensatory time off at the rate of one and one-half hours off for each hour worked. **No overtime may be worked without the written approval of the Leadership Council Member.**
- Not eligible to earn overtime.

X Independent Contractor:

This Contract does not create an employer/employee relationship between the Contractor and NDE. It is the parties' intention that the Contractor be an independent contractor and not an NDE employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, any Nebraska revenue and taxation law, the state workers' compensation law, and the state unemployment insurance law. The Contractor agrees it is a separate and independent enterprise from NDE, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it shall utilize a high level of skill necessary to perform the work. This agreement is not to be construed as creating any joint employment relationship between the Contractor and NDE, and NDE will not be liable for any obligation incurred by the Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

- 5) **BENEFITS:** *(Applicable only if this contract creates a temporary employer/employee relationship per Section 4).*

Health Insurance: Contract employees who have a work assignment of at least six months' duration and who work at least twenty (20) hours per week may purchase health insurance through the Nebraska State Insurance Program as provided by law (see Neb.Rev.Stat. §84-1601).

Workers Compensation: Contract employees shall be covered under the States Workers Compensation Insurance.

Retirement: Contract employees are not eligible to participate in the state retirement programs.

Vacation and Sick Leave: Contract employees are not entitled to accrue vacation or sick leave. No leave time is provided by contract employees beyond the terms of the contract, which specifies the employee's work hours and corresponding salary.

- 6) **STANDARD ADDENDA:** NDE and Contractor agree to comply with the provisions contained in the attachment labeled: "Standard Addenda to NDE Contract". The terms of the attached "Standard Addenda to NDE Contract" are incorporated into this Contract, as if fully set forth herein.

7) **FEDERAL IMMIGRATION VERIFICATION SYSTEM REQUIREMENT:**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

**8) CITIZENSHIP ATTESTATION (Individuals and Sole Proprietorships):**

1. The Contractor must complete the United States Citizenship Attestation Form below for this contract to be effective BUT only if the Contractor is an individual or sole proprietorship.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide to NDE the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Receipt of this documentation is required for this contract to be effective.

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**United States Citizenship Attestation Form**

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

\_\_\_ I am a citizen of the United States.

— OR —

\_\_\_ I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: \_\_\_\_\_, and I agree to provide a copy of my USCIS documentation upon request.

**I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.**

*(Note: The Contractor's signature on this contract also serves as the signature for the United States Citizenship Attestation Form, when applicable.)*

**9) SIGNATURES OF THE PARTIES TO THIS CONTRACT:** This agreement is valid only when signed by both Contractor and NDE, including the Commissioner/Deputy Commissioner when required.

Educational Service Unit Coordinating Council (ESUCC)

Print Name of Contractor

K. P. P.  
Contractor Signature  
*(And title if contractor is other than an individual)*

6949 S. 110 Street, LaVista, NE. 68128  
Contractor Address

Dec 29, 2022  
Date

[Signature]  
NDE Leadership Council Member (LCM) Signature

Dec 21, 2022  
Date

Deborah A. Frison  
Commissioner/Deputy Commissioner Signature  
*(Required for all contracts \$10,000 or more)*  
Dec 30, 2022

Date

The maximum amount of this contract is \$ 316,000. This includes a contract amount of \$316,000, a FICA contribution of \$ 0, a Workers' Compensation contribution of \$ 0, and as stated in 3b, expenses of \$ 0.

ACCOUNT CODE	IF APPLICABLE			AMOUNT	DATE TO ISSUE PO	
	SUBSIDIARY	SUBLEDGER				
BUSINESS UNIT.OBJECT CODE			#	TP		
13698434.547100					25000	
13698434.547101					291000	

## STANDARD ADDENDA TO NDE CONTRACT

- I. Work Paid by Other Public Funds. The Contractor agrees that the contract work to be performed shall not be performed on time that is paid for by other public (i.e. any government) funds.
- II. Access to Records. The Contractor agrees to maintain complete records regarding the expenditures of funds provided by NDE under this Contract. The Contractor agrees to allow free access at reasonable times by authorized representatives of NDE and the funding Federal Agency and United States Comptroller General, if appropriate, to all records generated and/or maintained as a result of this Contract. Such access to records by the above shall continue beyond termination of this Contract for a period of three (3) years.
- III. Non-discrimination. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex. This provision shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, layoff termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under Contract.
 

If the contractor is entering into a contract with NDE for operation of any educational program or activity that is authorized or extended by the United State Department of Education, contractor shall comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), regarding the prohibition of the following: the exclusion of any person from participation in, denying the benefits of, or subjection to discrimination in any such program or activity on the basis of sex.
- IV. Americans with Disabilities Act. The contractor shall comply with the Americans with Disabilities Act (29 CFR 1601, 28 CFR 35), as applicable.
- V. Drug-Free Workplace. The Contractor certifies that (s)he operates a drug-free workplace and during the terms of this Contract will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.
- VI. Debarment/Suspension Certification. (This certification is only applicable to federally funded contracts for amounts of \$25,000 or greater.) The Contractor certifies, by signature on this Contract, that neither it nor its principals is presently debarred, suspended, recommended for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Contractor is unable to certify to any of the statements in this certification, the Contractor will attach an explanation to this Contract (Reference 34 CFR Part 85, Appendix B).
- VII. Technology Access. All contracts, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, for the state of Nebraska will comply with the Nebraska Technology Access Standards adopted pursuant to *Nebraska Revised Statute* section 73-205. These Standards are available for viewing at NDE and on the Web at <http://nitc.ne.gov/standards/2-201.pdf>, and are incorporated into this contract as if fully set forth therein.
- VIII. Product Ownership. The Contractor agrees that no authority or information gained through the existence of and performance under this Contract will be used to obtain financial gain for the Contractor, for any member of the Contractor's immediate family, or for any business with which the Contractor is associated except to the extent provided by the Contract. The Contractor further agrees that anything produced, developed, prepared, or created under the terms of this Contract shall become the property of NDE.
- IX. Presentation/Workshop Requirements. The following provisions apply to contracts in which the contractor makes a presentation or conducts a workshop.
  - a) The contractor will provide copies of all materials used in the workshop to staff in advance of, or immediately following, the workshop. In the case of copyrighted materials, the contractor must clearly identify the materials that are copyrighted and specify conditions/limitations of distribution.

- b) The contractor gives permission to NDE to videotape all presentations. Subsequent use of the videotape by NDE will only be for quality control and archive purposes and not for future training activities, unless specifically provided for elsewhere in this agreement.
- c) The contractor and/or speakers will clearly distinguish their personal opinions from NDE positions.
- X. Copyright. NDE retains the right to copyright any materials produced under this Contract unless otherwise provided in this Contract. If the contract is federally funded, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under the contract, and (b) Any rights of copyright to which NDE purchases ownership with federal funding support.
- XI. Confidentiality. The Contractor agrees that any and all information gathered in the performance of this Contract, either independently or through NDE, shall be held in the strictest confidence and shall be released to no one other than to NDE without prior written authorization of NDE. Only provisions contained in this Contract authorizing specific exceptions to this general confidentiality provision shall allow the Contractor to release information as provided.
- XII. Subcontractors. The Contractor agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of NDE.
- XIII. Workers Compensation. If a contractor has employees or subcontractors, the Contractor will attach a copy of the Certificate of Insurance for Worker's Compensation or the waiver permitted by §48-115 RRS 1993.
- XIV. Contractor Indirect or F&A Costs. Contractors, who have an approved indirect cost rate or Facilities and Administration cost rate(s), must record as direct costs their costs paid from the proceeds of this contract, excluding proceeds for Indirect or F&A Costs. Reference Federal the applicable Federal OMB Circular.
- XV. Assignability. The Contractor agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written authorization of NDE.
- XVI. Amendment. This Contract may be amended at any time in writing upon the agreement of both parties.
- XVII. Cancellation. Except as otherwise provided herein, this Contract may be canceled by either party with thirty (30) days written notice. Settlement for such cancellation shall be negotiated between the parties based upon specified deliverables completed by the Contractor and accepted and usable by NDE. Settlement shall be based on the date of termination notice if the Contractor initiates termination or the identifiable percentage effort expended by the Contractor if NDE initiates termination.
- Contracts that create an employer-employee relationship may be cancelled immediately by NDE in the event that: (a) NDE determines that the results of any background checks reveal information about the contractor that NDE determines is an unacceptable result for the continuation of the employment relationship; (b) NDE determines that the contractor engaged in any behavior or activity that is cause for termination of employment under the NDE Personnel Rules; or (c) NDE determines that the contractor has failed to perform satisfactorily.
- XVIII. Breach of Contract. If the Contractor breaches this Contract, NDE may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. NDE shall pay the Contractor only for such performance as has been properly completed and is of use to NDE. NDE may, at its discretion, contract for provision of the services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein at Paragraph 3 of this contract. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

- XIX. Unavailability of Funding. Due to possible future reductions in State and/or Federal funds, NDE cannot guarantee the continued availability of funding of this Contract notwithstanding the consideration stated above. In the event funds to finance this Contract become unavailable, either in full or in part, due to such reductions, NDE may terminate the Contract or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). NDE shall be the final authority as to the availability of funds. The effective date of such Contract termination or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, the Contractor may cancel this Contract as of the effective date of the proposed reduction upon the provision of advance written notice to NDE.
- XX. Governing Law. This contract is governed by and subject to the laws of the State of Nebraska.
- XXI. Proprietary Information. The contents of this contract, and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information when the contract is executed. Per Neb. Rev. Stat. §84-602.02(3)(a), beginning July 1, 2014, a copy of all state contracts active on or after January 1, 2014 that are the basis for an expenditure of state funds will be publicly available on a web site maintained by the Nebraska Department of Administrative Services. The web site data base will also include any amendments to such contracts and any documents incorporated by reference in such contracts. The web site will also contain a data base that includes copies of all expired contracts which were previously included in the data base of active contracts. If the contractor wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All information in this contract that the contractor believes constitutes proprietary information that it wishes to have withhold from the public must be described in writing together with the basis for that belief and submitted to NDE prior to the time this contract is executed. Contractors may not have the entire contract deemed as proprietary. Contract amounts are not proprietary information. Failure of the contractor to follow these instructions regarding proprietary information may result in the information being viewed by other businesses and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other proprietary and commercial information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, contractors submitting a written statement that information is proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although an effort may be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.
- XXII. If the contract does **not** establish an employer/employee relationship and the Contractor is a non resident of the State of Nebraska and is maintaining an office or transacting business within Nebraska and is to receive a monetary consideration beyond expenses or multiple monetary considerations, totaling more than \$600, the contractor must obtain a W-4NA form from NDE. The contractor must complete the W-4NA form, and submit the form with their invoice. If the contract specifies multiple payments are to be made to the contractor, a W-4 NA form must be submitted with each invoice and request for payment.
- XXIII. Force Majeure If the performance of either party of any obligation is prevented, restricted or interfered with by causes outside such party's reasonable control, and the party is unable to carry out its obligation(s) and provides the other party prompt written notice thereof, the obligation(s) of such party shall be suspended or cancelled effective immediately to the extent necessary as a result of such event. Events include without limitation acts of God, fire, explosion, health epidemic or pandemic, storms, national emergencies, and riots & war. Settlement for such cancellation shall be as described in clause XVII.

**Nebraska Department of Education  
Documentation of Procurement Method and Cost or Price Analysis**

1. **Procurement Method**

- Small Purchase Procedures (Contract for \$50,000 or less)
- Formal Bidding – attach specifications & public notice
- Competitive Negotiation – attach specifications and public notice or list of contacts.
- Non-Competitive Negotiation
- Hiring Process (Employment contracts)

2. **Basis for contract price:** Clearly state and justify the reason for the contract price. Detail any efforts to obtain the same services at less cost and; also include documentation of the cost or price analysis used to determine the reasonableness of the contract amount (*see last page of Appendix C Instructions*). For the cost or price analysis for Small Purchase Procedures attach three informal price or rate quotations and/or comparisons of a proposed contractor's price or rate proposal with at least two or more state agency contracts for the same or similar services.

The contract price is commensurate with the activities outlined in scope of work.  
Ha'Hanna Consulting – 42283 – \$139,200  
Kitamba Management – 42251 – \$230,000  
Kuder – 42118 – \$312,500

3. **Rationale for method of procurement:** Why was this method of procurement chosen? (*Be sure to read the Appendix C Instructions.*) If Non-Competitive Negotiation is used, you must include a description of one or more of the three circumstances listed in the Instructions that permit Non-Competitive Negotiation procurement for this contract.

This is a sole source contract.

4. **Rationale for contractor selection:** Why was this contractor selected? Could similar services be obtained at less cost? If formal bidding or competitive negotiation was used, attach a copy of the documentation of competitive selection.

The ESUCC works closely with each of Nebraska's seventeen educational service units (ESU). The ESUCC is made up of an administrator from each unit. Together, the ESUCC provides critical, statewide, cost-effective services to Nebraska students, teachers, school leaders and school districts. As part of their core services, each ESU provides staff development supports related to improving the achievement of students in poverty and students with diverse backgrounds; technology supports, including distance education services; and instructional materials services. The ESUCC is uniquely poised to provide HQIM support due to their statewide structure, and involvement in the NIMC.

5. **Specifications:** Were written specifications used as basis for solicitation of quotes, bids, or proposals?:  Yes  No If "Yes", attach a copy

6. **Public Notice:** Was a public notice used?  Yes  No If "Yes", attach a copy of the notice and indicate where it was publicized and/or to whom it was distributed.

CONFLICT OF INTEREST QUESTIONNAIRE

**Name of Contractor:** Educational Service unit Coordinating Council (ESUCC)

**Doing Business As** (If other than legal or corporate name of Contractor): \_\_\_\_\_

**Indicate what type of entity:**  Individual  Sole Proprietorship  Partnership  
 Corporation  Limited Liability Company (LLC)  
 Government Entity  Other (explain) \_\_\_\_\_

This questionnaire will assist the Department of Education in determining if this contract has the potential to create a conflict of interest and whether advance public notice must be given. **Contractors must complete this questionnaire and return it to the Department as a pre-condition of entering into a contract, beginning work, and receiving any payment.**

- **Individuals, partnerships, sole proprietorships, or contractors otherwise doing business under the contract as anything other than a corporation or LLC** must answer questions **1 through 7**.
- **Corporations or LLC's** need only answer questions **4 and 8**.
- **Government entities** need only answer question **#4**.

1. If the Contractor is an individual not doing business under the contract as a business entity, list the current outside employment of contractor (list each employer, title of position held, type of work, and full or part-time employment status).

\_\_\_\_\_

2. Does the Contractor have employees or subcontractors? YES  NO \_\_\_\_\_

3. Is the contractor, or any officer, limited liability company member, owner, partner or director related to any employee of NDE?  
 YES  NO

(If yes, explain) \_\_\_\_\_

4. Has the contractor employed, contracted for services, or paid honorariums to any employee or immediate family members of an employee of NDE during the previous 24 months? YES  NO  UNKNOWN \_\_\_\_\_

(If yes or unknown, explain) \_\_\_\_\_

5. Is the contractor, or any officer, limited liability company member, partner or director employed by the State of Nebraska or any political subdivision of the State of Nebraska (including public schools and colleges, ESU's, cities, or any other state or local government agency), or is serving as a public official in state or local government?

YES  NO  (If yes, list public office held or job title and government employer)

\_\_\_\_\_

6. If the contractor is an individual, sole proprietorship or partnership, is any member of such contractor's immediate family (spouse, children residing in the household, or individual claimed by contractor or contractor's spouse as a dependent for federal income tax purposes) employed by the State of Nebraska or a political subdivision, or is serving as a public official in state or local government?

YES  NO  (If yes, list name, relationship, and public office held or job title and government employer)

\_\_\_\_\_

7. Has the contractor, or any owner, partner, officer, limited liability company member or director ever been convicted of a Violation of Law other than a minor traffic violation? (NOTE: A conviction record is not automatic bar to contracting with the Nebraska Department of Education. Each case is considered in relation to the position for which a contract is being considered.)

YES  NO  (If yes, explain) \_\_\_\_\_

8. If contractor is a corporation or an LLC, answer the following:

- a. What is the full corporate or LLC name? \_\_\_\_\_
- b. What is the business address of the corporation or LLC? \_\_\_\_\_  
Names of all other businesses using the same address: \_\_\_\_\_

c. In what state(s) are you incorporated or registered as an LLC?  
\_\_\_\_\_

d. List name of Nebraska registered agent.  
\_\_\_\_\_

e. For corporations, list all corporate officers and directors (including all persons on the board of directors or other governing board). For LLC's, list all members.  
\_\_\_\_\_

f. Identify which of the above are public officials or public employees of the State of Nebraska or-any political subdivision of the State of Nebraska (including public schools and colleges, ESU's, cities, or any other state or local government agency), and list their public office held or job title and government employer.  
\_\_\_\_\_

- g. Is there any individual or any member of such individual's immediate family (spouse, children living at home, or other dependents for federal income tax purposes) who is an officer or employee of the State of Nebraska or any of its political subdivisions and who:
  - (a) holds stock in the contractor that is worth \$1,000 or more at fair market value or whose stock represents more than a five (5) percent equity interest in the business? (Business is a closed corporation)  
 Yes  No
  - (b) holds stock in the contractor that is worth more than \$10,000 at fair market value or whose stock represents more than a ten percent equity interest in the business? (Business is a publicly traded corporation)  
 Yes  No

If yes, provide name(s), relationship(s), and government position(s) held.  
\_\_\_\_\_

h. Have any of the persons listed in 8(e) above ever been convicted of a violation of law other than a minor traffic violation?  
 Yes  No

(If yes, explain) \_\_\_\_\_

I certify that the responses on this questionnaire are factual and complete to the best of my knowledge. I understand that any false information on this questionnaire will be sufficient reason for rejection or termination of the contract.

	Executive Director	December 19, 2022
(Use ink) _____	Title	Date
Contractor's Signature		

Kraig Lofquist, Executive Director-Educational Coordinating Council (ESUCC)  
Printed Name of Contractor (and printed name and title of person signing for a business or government contractor)

6949 S. 110 Street, LaVista, NE	402-597-4843
Address of Contractor	Phone Number of Contractor (or representative signing for a contractor)

# ESUCC contract #43295

Final Audit Report

2022-12-30

Created:	2022-12-21
By:	Denise Thege (denise.thege@nebraska.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtahX_2O3r6CJ6awMC00MqrfCSyh6ya1

## "ESUCC contract #43295" History

-  Document created by Denise Thege (denise.thege@nebraska.gov)  
2022-12-21 - 2:08:06 PM GMT- IP address: 164.119.5.110
-  Document emailed to marissa.payzant@nebraska.gov for signature  
2022-12-21 - 2:13:08 PM GMT
-  Email viewed by marissa.payzant@nebraska.gov  
2022-12-21 - 2:16:42 PM GMT- IP address: 104.47.65.254
-  Signer marissa.payzant@nebraska.gov entered name at signing as M. Payzant  
2022-12-21 - 2:17:01 PM GMT- IP address: 174.76.221.60
-  Document e-signed by M. Payzant (marissa.payzant@nebraska.gov)  
Signature Date: 2022-12-21 - 2:17:03 PM GMT - Time Source: server- IP address: 174.76.221.60
-  Document emailed to Shirley Vargas (shirley.vargas@nebraska.gov) for signature  
2022-12-21 - 2:17:04 PM GMT
-  Email viewed by Shirley Vargas (shirley.vargas@nebraska.gov)  
2022-12-21 - 2:17:16 PM GMT- IP address: 164.119.5.2
-  Document e-signed by Shirley Vargas (shirley.vargas@nebraska.gov)  
Signature Date: 2022-12-21 - 2:22:49 PM GMT - Time Source: server- IP address: 164.119.5.2
-  Document emailed to philip.deevy@nebraska.gov for signature  
2022-12-21 - 2:22:51 PM GMT
-  Email viewed by philip.deevy@nebraska.gov  
2022-12-21 - 2:30:11 PM GMT- IP address: 97.98.241.236
-  Signer philip.deevy@nebraska.gov entered name at signing as Philip Deevy  
2022-12-21 - 2:55:25 PM GMT- IP address: 97.98.241.236



 Document e-signed by Philip Deevy (philip.deevy@nebraska.gov)  
Signature Date: 2022-12-21 - 2:55:27 PM GMT - Time Source: server- IP address: 97.98.241.236

 Document emailed to Steve Bauers (steve.bauers@nebraska.gov) for signature  
2022-12-21 - 2:55:29 PM GMT

 Document e-signed by Steve Bauers (steve.bauers@nebraska.gov)  
Signature Date: 2022-12-28 - 7:18:13 PM GMT - Time Source: server- IP address: 164.119.5.153

 Document emailed to Kraig Lofquist (klofquist@esucc.org) for signature  
2022-12-28 - 7:18:16 PM GMT

 Email viewed by Kraig Lofquist (klofquist@esucc.org)  
2022-12-29 - 2:11:47 AM GMT- IP address: 104.28.97.24

 Document e-signed by Kraig Lofquist (klofquist@esucc.org)  
Signature Date: 2022-12-29 - 3:02:50 PM GMT - Time Source: server- IP address: 167.248.95.186

 Document emailed to deborah.frison@nebraska.gov for signature  
2022-12-29 - 3:02:51 PM GMT

 Email viewed by deborah.frison@nebraska.gov  
2022-12-30 - 4:07:03 PM GMT- IP address: 174.74.37.53

 Signer deborah.frison@nebraska.gov entered name at signing as Deborah A. Frison  
2022-12-30 - 4:07:39 PM GMT- IP address: 174.74.37.53

 Document e-signed by Deborah A. Frison (deborah.frison@nebraska.gov)  
Signature Date: 2022-12-30 - 4:07:41 PM GMT - Time Source: server- IP address: 174.74.37.53

 Agreement completed.  
2022-12-30 - 4:07:41 PM GMT

