

ESU 15, as a partner with our area schools and communities, will provide leadership and services to support the improvement of teaching and learning.

REGULAR MEETING February 15, 2023 AT 12:00 PM

AGENDA

1. Opening Procedures
 - a. Call to Order
 - b. Pledge of Allegiance
 - c. Open Meetings Act
 - d. Verification of Publication and Notification
 - e. Roll Call
 - i. Excuse Absent Board Members
2. Comments from Guests
3. Staff Presentations
4. Action Items
 - a. Appoint Board Members for Districts 5 and 9
 - b. Oath of Office
 - c. Consent Agenda
 - i. Approve Minutes of January Meeting
 - ii. Approve February Bills
 - iii. Approve the January Treasurer's report
 - iv. Approve February Agenda
 - d. Approve NASB Membership Dues
 - e. Approve 2023-24 Consortium Agreement with ESU 16
 - f. Approve Contract Addendum for Jessica Werkmeister, School Psychologist
5. Discussion Items
 - a. 2022-23 Financial Status
 - b. Legislative Update
 - c. Board Workshop Review
 - d. Special Education Contracts for 2023-24
6. Reports
 - a. Administrator
 - b. Board
 - c. Executive Session:
7. Adjournment

The Educational Service Unit Board of Directors reserves the right to go into closed session for purposes in accordance with LB 84-1410(1).

REGULAR MEETING

Wednesday, January 11, 2023 6:30 PM Central

ESU #15 - Trenton Office
344 Main St
Trenton, NE 69044

Present: 6, Absent: 4. Present: 7, Absent: 3.

1. Opening Procedures

1.a. Call to Order

Mr. Calvert called the meeting to order at 6:30 pm CT.

1.a.i. Election of Board President

A motion was made by Allison Sandman to approve Kate Repass as Board President, seconded by Nathan Behlke Motion Passed.

Martin Conroy: Absent, Jason Loop: Absent, Don Remington: Absent, Jesse Stevens: Absent, Nathan Behlke: Yea, Cheri Burke: Yea, Mary Dueland: Yea, Larry Gossen: Yea, Kate Repass: Yea, Allison Sandman: Yea
Yea: 6, Nay: 0, Absent: 4

1.b. Election of Board Vice President

A motion was made by Nathan Behlke to approve Allison Sandman as Board Vice President, seconded by Cheri Burke Motion Passed.

Martin Conroy: Absent, Jason Loop: Absent, Don Remington: Absent, Jesse Stevens: Absent, Nathan Behlke: Yea, Cheri Burke: Yea, Mary Dueland: Yea, Larry Gossen: Yea, Kate Repass: Yea, Allison Sandman: Yea
Yea: 6, Nay: 0, Absent: 4

1.c. Election of Board Secretary

A motion was made by Allison Sandman to approve Cheri Burke as Board Secretary, seconded by Larry Gossen Motion Passed.

Martin Conroy: Absent, Jason Loop: Absent, Don Remington: Absent, Jesse Stevens: Absent, Nathan Behlke: Yea, Cheri Burke: Yea, Mary Dueland: Yea, Larry Gossen: Yea, Kate Repass: Yea, Allison Sandman: Yea
Yea: 6, Nay: 0, Absent: 4

1.d. Appointment of Board Treasurer

President Repass appointed Cindy McCorkle as Board Treasurer.

1.e. Pledge of Allegiance

Pledge of Allegiance was recited.

1.f. Open Meetings Act

President Repass advised every one of the open meetings act being posted and available.

1.g. Verification of Publication and Notification

President Repass verified that the ESU 15 Board meeting was advertised according to policy.

1.h. Roll Call

Present were: Nathan Behlke, Cheri Burke, Mary Dueland, Larry Gossen, Kate Repass and Allison Sandman..

1.h.i. Excuse Absent Board Members

A motion was made by Allison Sandman to excuse absent board members: Loop, Stevens, seconded by Mary Dueland Motion Passed.

Martin Conroy: Absent, Jason Loop: Absent, Don Remington: Absent, Nathan Behlke: Yea, Cheri Burke: Yea, Mary Dueland: Yea, Larry Gossen: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

Absent board members: Loop and Stevens. Stevens arriving at 6:34pm.

2. Comments from Guests

3. Staff Presentations

4. Action Items

4.a. Consent Agenda

A motion was made by Mary Dueland to approve the consent agenda, seconded by Allison Sandman Motion Passed.

Martin Conroy: Absent, Jason Loop: Absent, Don Remington: Absent, Nathan Behlke: Yea, Cheri Burke: Yea, Mary Dueland: Yea, Larry Gossen: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

4.a.i. Approve Minutes of December 14, Meeting and January 3, Special Meeting

4.a.ii. Approve January Bills

January Payables \$145,921.75 and Payroll \$76,019.48.

4.a.iii. Approve the December Treasurer's report

4.a.iv. Approve January Agenda

4.b. Declare Board Vacancies

A motion was made by Jesse Stevens to motion to declare board vacancies., seconded by Nathan Behlke Motion Passed.

Martin Conroy: Absent, Jason Loop: Absent, Don Remington: Absent, Nathan Behlke: Yea, Cheri Burke: Yea, Mary Dueland: Yea, Larry Gossen: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

4.c. Appointment of Committees

President Repass appointed committees as presented.

4.d. Approve Contract for Phillip Picquet, Administrator

A motion was made by Allison Sandman to approve Phillip Picquet as Administrator, seconded by Mary Dueland Motion Passed.

Martin Conroy: Absent, Jason Loop: Absent, Don Remington: Absent, Nathan Behlke: Yea, Cheri Burke: Yea, Mary Dueland: Yea, Larry Gossen: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

4.e. Approve Community First Bank as Local Depository

A motion was made by Larry Gossen to approve Community First Bank as local depository, seconded by Allison Sandman Motion Passed.

Martin Conroy: Absent, Jason Loop: Absent, Don Remington: Absent, Nathan Behlke: Yea, Cheri Burke: Yea, Mary Dueland: Yea, Larry Gossen: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

4.f. Approve Perry Law Firm as Official Legal Counsel

A motion was made by Mary Dueland to approve Perry Law Firm as official legal counsel, seconded by Nathan Behlke Motion Passed.

Martin Conroy: Absent, Jason Loop: Absent, Don Remington: Absent, Nathan Behlke: Yea, Cheri Burke: Yea, Mary Dueland: Yea, Larry Gossen: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

5. Discussion Items

5.a. Discuss Current Legislative Session

Mr. Calvert updated the board on the legislative session. It opened up this week and new committee assignments. Senator Walz did not get reappointed to the Education Committee Chair. Senator Murman was appointed the new Education Committee Chairman.

5.b. Discuss Board Workshop

Mr. Calvert updated the board on the Board Workshop to be held on January 25th, 2023 in North Platte.

5.c. Discuss Legislative Issues Conference

Mr. Calvert updated the board on the Legislative Issues Conference on January 22-23, 2023 in Lincoln. Sunday, Senator Brewer will discuss how the team worked together to go up a mountain. The Speaker of the House will come in on Monday, for an overview of the legislative session.

6. Reports

6.a. Administrator

Mr. Calvert updated the board on new State Board members at the January State Board Meeting. It is the first meeting of newly elected board members. This year they will move two State Board Meetings outside of Lincoln. They gave an update on the new commissioner's hunt, advertising for six weeks, then maybe have a new commissioner by April. Department Commissioner Feezen is the acting commissioner.

Next Monday's ADCO meeting is in North Platte. Rachel's Challenge will be presenting and anyone is invited to ESU 16 to attend.

Mr. Calvert updated the board on the hearing with Chase County. The issues to be addressed at the hearing were our two requests for additional information and conflict of interest. A ruling was made. They have thirty days to provide additional information regarding one of our requests.

6.b. Board

Allison reminded everyone that this week in January is School Board Member's Week.

6.c. Executive Session:

7. Adjournment

The meeting adjourned at 7:08 pm. The next Board Meeting is at 12 pm on February 15, 2023, via zoom at noon.

ESU 15

Check Listing Report

Payables - February 15, 2023

Check Date	Check Number	Payee	Description	Amount
02/15/2023	35446	Beavers, Heather	mileage	\$245.16
02/15/2023	35447	Behlke, Nathan	board mileage	\$43.23
02/15/2023	35448	Brenning, Laurie	meal	\$36.00
02/15/2023	35449	Burke, Cheri	board mileage	\$24.89
02/15/2023	35450	Burke, Sharriea	mileage	\$279.03
02/15/2023	35451	Calvert, Paul	mileage	\$792.30
02/15/2023	35452	Calvert, Sara	mileage	\$382.15
02/15/2023	35453	Capital One	supplies	\$309.29
02/15/2023	35454	CenturyLink (AZ)	telephone	\$79.43
02/15/2023	35455	Chase County Treasurer	board election fees	\$248.80
02/15/2023	35456	City of McCook	utilities-mccook	\$65.47
02/15/2023	35457	Comfort Inn	travel expense	\$96.00
02/15/2023	35458	Community First Bank	safety deposit box/direct deposit	\$89.60
02/15/2023	35459	Cortney Crocker	mileage	\$316.11
02/15/2023	35460	Englot, Angie	mileage	\$327.22
02/15/2023	35461	Erickson, Kelly	mileage	\$224.01
02/15/2023	35462	Esch, Barb	mileage	\$222.53
02/15/2023	35463	Esu #15 Cafeteria/125 Plan	admin fees	\$180.00
02/15/2023	35464	Frontier County Clerk	board elections fees	\$100.00
02/15/2023	35465	Gary's Super Foods	board gift certificates	\$173.79
02/15/2023	35466	Gossen, Larry	board mileage	\$89.08
01/20/2023	35432	Great Plains Communications	telephone	\$582.07
02/15/2023	35467	Great Plains Communications	telephone-imperial	\$70.95
02/15/2023	35468	Green Turf Lawncare	snow removal	\$929.00
02/15/2023	35469	Hanson, John	mileage	\$216.67
02/15/2023	35470	Harris School Solutions	tax supplies	\$109.65
02/15/2023	35471	Hometown Family Radio	advertising	\$1,209.00
02/15/2023	35472	Hometown Leasing	copier lease	\$293.30
02/15/2023	35473	Imagine Learning	odysseyware summer	\$2,000.00
02/15/2023	35474	Imperial Super Foods	board gift certificates	\$70.00
02/15/2023	35475	KnowBe4 Inc.	security training renewal	\$889.38
02/15/2023	35476	Krutsinger, Lisa	mileage	\$577.30
02/15/2023	35477	Kunnemann, Carol	mileage	\$322.51
02/15/2023	35478	Lopez, Aida	mileage	\$480.58
02/15/2023	35479	Lucero, Levi	snow removal	\$500.00
02/15/2023	35480	M & B Construction	building maintenance/remodel	\$7,659.00
02/15/2023	35481	Mary Dueland	board mileage	\$31.44
02/15/2023	35482	McCook Chamber Of Commerce	membership dues	\$315.00
02/15/2023	35483	McCook Daily Gazette	board vacancy ad/legal	\$186.13
02/15/2023	35484	McCook Public Schools	hanson ins	\$813.67
02/15/2023	35485	McCorkle, Cynthia	board/admin mileage	\$39.31
02/15/2023	35486	NASB	annual membership dues	\$735.00
02/15/2023	35487	Nebraska Public Power Dist	utilities- mccook	\$148.58
02/15/2023	35488	O'Byrne, Casha	meals	\$275.00
02/15/2023	35489	Occupational Therapy Services	ot services	\$7,693.25
02/15/2023	35490	Olsen, Tonya	mileage	\$545.75
02/15/2023	35491	Pearson, Kimberly	migrant mileage	\$107.42
02/15/2023	35492	Perry, Guthery, Haase & Gess.	legal fees	\$869.48
02/15/2023	35493	Pristine Clean	cleaning-mccook/Trenton	\$560.00
02/15/2023	35494	Propio Language Services	migrant language service	\$25.00
02/15/2023	35495	Repass, Kate	board mileage	\$40.61
02/15/2023	35496	Sandman, Allison	board mileage	\$40.61
02/15/2023	35497	Sehnert's Bakery	supplies	\$37.26

02/15/2023	35498	Solution Tree, Inc	2022 plc summit	\$779.00
02/15/2023	35499	Sparq Data Solutions	sparq 2023-24 renewal	\$2,600.00
02/15/2023	35500	Stevens, Jesse	board mileage	\$31.44
02/15/2023	35501	Trails West Texaco	meals-book club/plc	\$152.23
02/15/2023	35502	University of Nebraska	asd conference registrations	\$1,475.00
02/15/2023	35503	USBANK	credit card	\$484.32
02/15/2023	35504	Verizon	service coord phone	\$53.55
01/20/2023	35433	Viaero	migrant-phone	\$40.94
02/15/2023	35505	Viaero	migrant-phone	\$40.94
01/20/2023	35431	Village Of Trenton	utilities-trenton	\$359.38
02/15/2023	35506	Village Of Trenton	utilities-trenton	\$379.73
02/15/2023	35507	Walker, Kelcey	mileage	\$263.40
02/15/2023	35508	Weimer, Todd	mileage	\$155.27
02/15/2023	35509	Werkmeister, Jessica	mileage	\$209.97
02/15/2023	35510	Wright, Jaci	mileage	\$206.25
02/01/2023	Liability	Blue Cross And Blue Shield	BCBS EE+CH HSA	\$32,789.91
02/01/2023	Liability	KUNNEMANN HSA	HSA EE Carol Kunnemann	\$50.00
02/01/2023	Liability	Colonial Life & Accident Insurance Co.	Colonial Life & Acc Ins	\$452.02
02/01/2023	Liability	Community First Bank	NPERS	\$22,675.57
02/01/2023	Liability	Community First Bank-FICA	Federal Withholding	\$8,098.43
02/01/2023	Liability	Community First Bank-FICA	FICA	\$14,001.52
02/01/2023	Liability	Community First Bank-FICA	Medicare	\$3,274.54
02/01/2023	Liability	McCORKLE HSA	HSA EE Cynthia McCorkle	\$100.00
02/01/2023	Liability	Esu #15 Cafeteria/125 Plan	Cafeteria 125	\$1,770.84
02/01/2023	Liability	BRENNING HSA	HSA EE Laurie Brenning	\$223.00
02/01/2023	Liability	LegalShield, Inc	Pre-pd legal/Ident theft	\$25.90
02/01/2023	Liability	MASA Global Building	MASA	\$98.00
02/01/2023	Liability	MG Trust Company	MG 403(b)	\$4,050.00
02/01/2023	Liability	Nebraska Depart. Of Revenue	State Withholding - NE	\$4,034.32
02/01/2023	Liability	CALVERT HSA	HSA EE Paul Calvert	\$350.00
02/01/2023	Liability	Principal Life Insurance Co.	LTD	\$490.18
02/01/2023	Liability	BURKE HSA	HSA EE SHARRIEA BURKE	\$50.00
02/01/2023	Liability	Vision Service Plan (CT)	Vision- Family- 125	\$217.56
			Total Payables	\$132,680.22
			Total Payroll	76199.33
			Total Expenditures	\$208,879.55

2022-23

Taxes Collected

	Budget Amt.	September	October	November	December	January	February	March	April	May	June	July	Aug	% PAID	BALANCE
Chase	207,519.59	25,957.46	14,250.10	1,493.34	888.11	55,553.53								0.47	102,764.12
Dundy	137,423.69	29,236.05	9,882.12	462.85	625.41	23,919.30								0.47	73,297.96
Frontier	78,335.43	13,993.39	3,415.22	739.63	202.43	20,434.45								0.50	39,550.31
Furnas	12,942.48	2,209.01	859.72	298.30	0.00	3,383.10								0.52	6,192.35
Hayes	75,470.80	11,488.86	3,544.59	1,256.21	1,532.50	18,068.01								0.48	39,580.63
Hitchcock	113,553.41	22,352.15	4,640.34	852.13	429.59	22,945.36								0.45	62,333.84
Lincoln	36,352.99	7,781.91	1,650.98	296.57	36.64	8,360.21								0.50	18,226.68
Perkins	18.38													0.00	18.38
Red Willow	200,906.66	37,874.33	6,470.04	2,428.34	797.44	39,392.52								0.43	113,943.99
Total	862,523.44	150,893.16	44,713.11	7,827.37	4,512.12	192,056.48	0.00	46%	462,521.20						

January 2022 Treasurer Report

Balances as of January 24, 2023

Checking Account- ESU#15	\$ 652,509.31	Comm First Bank Balance-ESU#15	\$ 652,509.31
Money Market-Comm First Bank	\$ 2,131,063.52	-Outstanding checks	\$7,365.77
Total	\$ 2,783,572.83	-Feb 2023 checks	\$ 208,879.55
		Total	\$ 436,263.99

Outstanding Checks

Date	Check #	Description	Amount
6/13/2022	34876	Cherie McClintock	75
11/8/2022	35265	McCook Evangelical Free Church	600
12/14/2022	35322	Angie Englot	673.13
12/14/2022	35361	Wright Jaci	225
1/11/2023	35379	Beavers, Heather	837.5
1/11/2023	35390	Angie Englot	490.63
1/11/2023	35391	Kelly Erickson	161.25
1/11/2023	35401	Lisa Krutsinger	733.75
1/11/2023	35403	Jason Loop	325
1/11/2023	35404	Aida Lopez	843.75
1/11/2023	35405	McCook Daily Gazette	13.88
1/11/2023	35406	McCook Public Schools	813.67
1/11/2023	35410	Casha O'Byrne	550
1/11/2023	35418	Propio Language Services	25
1/11/2023	35420	Kate Repass	95
1/11/2023	35423	Trails West Texaco	38.16
1/11/2023	35426	Walker, Kelcey	420
1/11/2023	35430	Black Hills Energy	404.11
1/20/2023	35433	Viaero	40.94
		Total Outstanding	\$7,365.77

Receipts

Date	Description	Amount
12/30/2022	State of NE	\$25,000.00
1/9/2023	Wauneta Palisade Schools	\$25,833.65
	Dundy County Schools	\$24,458.66
	Chase Co Treasurer	\$888.11
	Medicine Valley Schools	\$20,033.88
	Hitchcock Co Schools	\$26,773.54
	McCook Schools	\$10,494.88
	Maywood Schools	\$20,558.66
	Hayes Co Treasurer	\$1,532.50
	Southwest Public Schools	\$143.50
	Southwest Public Schools	\$18,369.16
	Hayes Center Schools	\$18,693.69
	Hitchcock Co Treasurer	\$22,945.36
1/12/2023	Red Willow Co Treasurer	\$39,392.52
1/17/2023	State of NE-Title III Grant	\$38,909.00
1/20/2023	Hayes Center Schools	\$18,693.69
	Medicine Valley Schools	\$20,033.88
	Hitchcock Co Schools	\$26,535.04
	Hayes Co Treasurer	\$18,068.01
1/23/2023	Southwest Public Schools	\$18,369.16
	Dundy County Schools	\$24,458.66
	Lincoln Co Treasurer	\$8,360.21
	North Platte Schools	\$3,750.00
	Furnas Co Treasurer	\$3,383.10
	Dundy Co Treasurer	\$23,919.30
	Chase Co Treasurer	\$55,553.53
	Frontier Co Treasurer	\$20,434.45
	Dundy County Schools	\$627.00
	Hitchcock Co Schools	\$532.00
1/24/2023	State of NE-Migrant Grant	\$180,072.00
	Community First Bank	\$22.76
	Community First Bank-MM	\$1,237.05
	Total Outstanding	\$718,076.95

ESU 15, as a partner with our area schools and communities, will provide leadership and services to support the improvement of teaching and learning.

**REGULAR MEETING FEBRUARY 15, 2023 AT 12:00 PM
AGENDA**

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 - c. Executive Session:
 - i. Personnel
7. Adjournment

Next Board Meeting on March 14, 2023 at ESU # 15 via distance learning sites.

The Educational Service Unit Board of Directors reserves the right to go into closed session for purposes in accordance with LB 84-1410(1).

MEMBERSHIP DUES INVOICE

in account with

Nebraska Association of School Boards

1311 Stockwell, Lincoln, NE 68502 (402) 423-4951 or 1-(800) 422-4572

Name: ESU 15

County: Hitchcock

NASB Region: 15

DATE	DESCRIPTION	AMOUNT DUE
January 29, 2023	Annual Membership Dues for NASB Fiscal Year 4/1/2023 to 3/31/2024	\$750
	Pay by 4/1/2023 to receive a 2% discount.	\$15
	TOTAL AMOUNT DUE IF PAID BY APRIL 1, 2023	<u>\$735</u>

Thank you for your support and participation in NASB.

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 Educational Service Unit No. 15 ("District").

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

1. Scope of the Contract. ESU 16 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 2023-24 school year TWENTY-THREE THOUSAND DOLLARS (\$23,000.00) per distance learning site used by the District no later than September 15, 2023. The District has one distance learning site(s), and thus, the District shall pay ESU 16 a total of \$23,000.00 for the 2023-24 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, 2023, and shall continue until 12:00 midnight (CST) on June 30, 2024, 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 the 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: Educational Service Unit No. 15

 Attn: Administrator

 P.O. Box 398

 Trenton, NE 69044

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: Debra Paulman

Name: Paul Calvert

Title: Administrator

Title: Administrator

Date: _____

Date: _____

ESU 16-(Southwest Nebraska Distance Education Network)

ESU 15

Account Summary Report

Revenue Report - Sept 1, 2022 - Jan 24, 2023

Account Code	Description	Actual (Date Range)	Budget (YTD)	Actual (YTD)	Available (YTD)	% of Budget
01-1-01100-001-000	Unit Taxes-Chase	(\$97,973.23)	(\$220,000.00)	(\$97,973.23)	(\$122,026.77)	44.53
01-1-01100-002-000	Unit Taxes-Dundy	(\$63,414.18)	(\$130,000.00)	(\$63,414.18)	(\$66,585.82)	48.78
01-1-01100-003-000	Unit Taxes-Frontier	(\$38,659.76)	(\$80,000.00)	(\$38,659.76)	(\$41,340.24)	48.32
01-1-01100-004-000	Unit Taxes-Perkins	\$0.00	(\$500.00)	\$0.00	(\$500.00)	0.00
01-1-01100-005-000	Unit Taxes-Hayes	(\$36,079.67)	(\$70,000.00)	(\$36,079.67)	(\$33,920.33)	51.54
01-1-01100-006-000	Unit Taxes-Hitchcock	(\$51,748.69)	(\$120,000.00)	(\$51,748.69)	(\$68,251.31)	43.12
01-1-01100-007-000	Unit Taxes-Lincoln	(\$18,112.78)	(\$40,000.00)	(\$18,112.78)	(\$21,887.22)	45.28
01-1-01100-008-000	Unit Taxes-Furnas	(\$6,745.28)	(\$20,000.00)	(\$6,745.28)	(\$13,254.72)	33.72
01-1-01100-009-000	Unit Taxes-Red Willow	(\$86,765.06)	(\$200,000.00)	(\$86,765.06)	(\$113,234.94)	43.38
01-1-01115-001-000	Carline Taxes-Chase	(\$7.20)	(\$500.00)	(\$7.20)	(\$492.80)	1.44
01-1-01115-002-000	Carline Taxes-Dundy	(\$26.30)	(\$500.00)	(\$26.30)	(\$473.70)	5.26
01-1-01115-003-000	Carline Taxes-Frontier	(\$0.47)	(\$500.00)	(\$0.47)	(\$499.53)	0.09
01-1-01115-004-000	Carline Taxes-Perkins	\$0.00	(\$50.00)	\$0.00	(\$50.00)	0.00
01-1-01115-005-000	Carline Taxes-Hayes	(\$4.86)	(\$500.00)	(\$4.86)	(\$495.14)	0.97
01-1-01115-006-000	Carline Taxes-Hitchcock	(\$26.57)	(\$500.00)	(\$26.57)	(\$473.43)	5.31
01-1-01115-007-000	Carline Taxes-Lincoln	(\$0.30)	(\$500.00)	(\$0.30)	(\$499.70)	0.06
01-1-01115-008-000	Carline Taxes-Furnas	(\$0.17)	(\$500.00)	(\$0.17)	(\$499.83)	0.03
01-1-01115-009-000	Carline Taxes-Red Willow	(\$21.57)	(\$500.00)	(\$21.57)	(\$478.43)	4.31
01-1-01385-110-000	Alt Ed-SPED	(\$23,999.99)	(\$100,000.00)	(\$23,999.99)	(\$76,000.01)	23.99
01-1-01510-950-000	Interest Earned	(\$138.85)	(\$1,000.00)	(\$138.85)	(\$861.15)	13.88
01-1-01951-900-000	Miscellaneous Billing	(\$269.50)	(\$40,000.00)	(\$269.50)	(\$39,730.50)	0.67
01-1-01960-130-000	Program Supervision	(\$25,000.00)	(\$80,000.00)	(\$25,000.00)	(\$55,000.00)	31.25
01-1-01960-140-000	Transition	(\$25,446.51)	(\$80,000.00)	(\$25,446.51)	(\$54,553.49)	31.80
01-1-01960-150-000	Early Childhood	(\$53,675.00)	(\$150,000.00)	(\$53,675.00)	(\$96,325.00)	35.78
01-1-01960-160-000	Psychologist	(\$192,558.76)	(\$573,546.00)	(\$192,558.76)	(\$380,987.24)	33.57
01-1-01960-190-000	Physical Therapy	(\$14,669.60)	(\$45,000.00)	(\$14,669.60)	(\$30,330.40)	32.59
01-1-01960-200-000	Speech Therapy	(\$128,912.50)	(\$433,692.00)	(\$128,912.50)	(\$304,779.50)	29.72
01-1-01960-300-000	OT Services	(\$31,732.75)	(\$90,000.00)	(\$31,732.75)	(\$58,267.25)	35.25
01-1-01990-900-000	Other Local Misc Billings	(\$2,904.00)	(\$5,000.00)	(\$2,904.00)	(\$2,096.00)	58.08
01-1-03130-001-000	Homestead Exempt-Chase	\$0.00	(\$5,000.00)	\$0.00	(\$5,000.00)	0.00
01-1-03130-002-000	Homestead Exempt-Dundy	\$0.00	(\$1,000.00)	\$0.00	(\$1,000.00)	0.00
01-1-03130-003-000	Homestead Exempt-Frontier	(\$102.95)	(\$1,000.00)	(\$102.95)	(\$897.05)	10.29
01-1-03130-004-000	Homestead Exempt-Perkins	\$0.00	(\$50.00)	\$0.00	(\$50.00)	0.00
01-1-03130-005-000	Homestead Exempt-Hayes	\$0.00	(\$5,000.00)	\$0.00	(\$5,000.00)	0.00
01-1-03130-006-000	Homestead Exempt-Hitchcock	\$0.00	(\$1,000.00)	\$0.00	(\$1,000.00)	0.00
01-1-03130-007-000	Homestead Exempt-Lincoln	\$0.00	(\$1,000.00)	\$0.00	(\$1,000.00)	0.00
01-1-03130-008-000	Homestead Exempt-Furnas	\$0.00	(\$100.00)	\$0.00	(\$100.00)	0.00
01-1-03130-009-000	Homestead Exempt-Red Willow	\$0.00	(\$6,000.00)	\$0.00	(\$6,000.00)	0.00

01-1-03131-001-000	Property Tax Credit-Chase	\$0.00	(\$25,000.00)	\$0.00	(\$25,000.00)	0.00
01-1-03131-002-000	Property Tax Credit-Dundy	\$0.00	(\$17,000.00)	\$0.00	(\$17,000.00)	0.00
01-1-03131-003-000	Property Tax Credit-Frontier	\$0.00	(\$9,000.00)	\$0.00	(\$9,000.00)	0.00
01-1-03131-004-000	Property Tax Credit-Perkins	\$0.00	(\$100.00)	\$0.00	(\$100.00)	0.00
01-1-03131-005-000	Property Tax Credit-Hayes	\$0.00	(\$5,000.00)	\$0.00	(\$5,000.00)	0.00
01-1-03131-006-000	Property Tax Credit-Hitchcock	\$0.00	(\$10,000.00)	\$0.00	(\$10,000.00)	0.00
01-1-03131-007-000	Property Tax Credit-Lincoln	\$0.00	(\$4,000.00)	\$0.00	(\$4,000.00)	0.00
01-1-03131-008-000	Property Tax Credit-Furnas	\$0.00	(\$2,000.00)	\$0.00	(\$2,000.00)	0.00
01-1-03131-009-000	Property Tax Credit-Red Willow	\$0.00	(\$15,000.00)	\$0.00	(\$15,000.00)	0.00
01-1-03132-001-000	Personal Prop Tax Credit-Chase	\$0.00	(\$25,000.00)	\$0.00	(\$25,000.00)	0.00
01-1-03132-002-000	Personal Prop Tax Credit-Dundy	\$0.00	(\$11,000.00)	\$0.00	(\$11,000.00)	0.00
01-1-03132-003-000	Personal Prop Tax Credit-Frontier	\$0.00	(\$1,000.00)	\$0.00	(\$1,000.00)	0.00
01-1-03132-004-000	Personal Prop Tax Credit-Perkins	\$0.00	(\$100.00)	\$0.00	(\$100.00)	0.00
01-1-03132-005-000	Personal Prop Tax Credit-Hayes	\$0.00	(\$4,500.00)	\$0.00	(\$4,500.00)	0.00
01-1-03132-006-000	Personal Prop Tax Credit-Hitchcock	\$0.00	(\$1,000.00)	\$0.00	(\$1,000.00)	0.00
01-1-03132-007-000	Personal Prop Tax Credit-Lincoln	\$0.00	(\$1,000.00)	\$0.00	(\$1,000.00)	0.00
01-1-03132-008-000	Personal Prop Tax Credit-Furnas	\$0.00	(\$100.00)	\$0.00	(\$100.00)	0.00
01-1-03132-009-000	Personal Property Tax Credit-Red Willow	\$0.00	(\$100.00)	\$0.00	(\$100.00)	0.00
01-1-03180-001-000	Motor Vehicle Prorate-Chase	(\$162.11)	(\$1,000.00)	(\$162.11)	(\$837.89)	16.21
01-1-03180-002-000	Motor Vehicle Prorate-Dundy	(\$59.84)	(\$1,000.00)	(\$59.84)	(\$940.16)	5.98
01-1-03180-003-000	Motor Vehicle Prorate-Frontier	(\$21.94)	(\$500.00)	(\$21.94)	(\$478.06)	4.38
01-1-03180-004-000	Motor Vehicle Prorate-Perkins	\$0.00	(\$50.00)	\$0.00	(\$50.00)	0.00
01-1-03180-005-000	Motor Vehicle Prorate-Hayes	(\$58.94)	(\$500.00)	(\$58.94)	(\$441.06)	11.78
01-1-03180-006-000	Motor Vehicle Prorate-Hitchcock	(\$69.72)	(\$1,000.00)	(\$69.72)	(\$930.28)	6.97
01-1-03180-007-000	Motor Vehicle Prorate-Lincoln	(\$13.23)	(\$500.00)	(\$13.23)	(\$486.77)	2.64
01-1-03180-008-000	Motor Vehicle Prorate-Furnas	(\$4.68)	(\$500.00)	(\$4.68)	(\$495.32)	0.93
01-1-03180-009-000	Motor Vehicle Prorate-Red Willow	(\$176.04)	(\$1,500.00)	(\$176.04)	(\$1,323.96)	11.73
01-1-03512-410-000	Distance Learning	\$0.00	(\$100.00)	\$0.00	(\$100.00)	0.00
01-1-03540-120-000	Service Coordination	(\$24,938.56)	(\$80,000.00)	(\$24,938.56)	(\$55,061.44)	31.17
01-1-03550-500-000	Core Services	(\$49,795.44)	(\$150,000.00)	(\$49,795.44)	(\$100,204.56)	33.19
01-1-03599-600-000	SPED Funding	\$0.00	(\$65,000.00)	\$0.00	(\$65,000.00)	0.00
01-1-04418-710-000	PEaK Grant	\$0.00	(\$80,000.00)	\$0.00	(\$80,000.00)	0.00
01-1-04523-700-000	PRT 15 Grant	(\$5,474.00)	(\$15,000.00)	(\$5,474.00)	(\$9,526.00)	36.49
01-1-04526-730-000	Migrant Grant	(\$180,072.00)	(\$250,000.00)	(\$180,072.00)	(\$69,928.00)	72.02
01-1-04528-750-000	Title III Grant	(\$38,909.00)	(\$70,000.00)	(\$38,909.00)	(\$31,091.00)	55.58
01-1-04708-760-000	Medicaid Deloitte	(\$32,649.50)	(\$80,000.00)	(\$32,649.50)	(\$47,350.50)	40.81
01-1-04708-761-000	Medicaid Deloitte Deduction	\$19,307.43	\$70,000.00	\$19,307.43	\$50,692.57	27.58
01-1-09000-900-000	Non-Program Receipts	(\$9,458.28)	(\$20,000.00)	(\$9,458.28)	(\$10,541.72)	47.29
Grand Total		(\$1,221,552.35)	(\$3,380,488.00)	(\$1,221,552.35)	(\$2,158,935.65)	36.14

ESU 15

Rollup Report

Expendure Report - Sept 1, 2022 - Feb 15, 2023

Function	Actuals (Selected Range)	Adopted Budget	Current Budget	Actuals (YTD)	Available	% of Budget
01100 - Regular Instruction	\$49,884.11	\$85,225.00	\$85,225.00	\$49,884.11	\$35,340.89	58.53
01200 - SPED - School Age	\$71,517.62	\$182,200.00	\$182,200.00	\$71,517.62	\$110,682.38	39.25
01296 - SPED PreK - Ages 3-5	\$135,285.77	\$314,050.00	\$314,050.00	\$135,285.77	\$178,764.23	43.08
02141 - Psych-SA	\$216,887.71	\$555,550.00	\$555,550.00	\$216,887.71	\$338,662.29	39.04
02146 - Psych-PreK	\$28,354.37	\$74,200.00	\$74,200.00	\$28,354.37	\$45,845.63	38.21
02151 - Speech -SA	\$149,106.20	\$331,300.00	\$331,300.00	\$149,106.20	\$182,193.80	45.01
02156 - Speech-PreK	\$34,235.65	\$78,050.00	\$78,050.00	\$34,235.65	\$43,814.35	43.86
02161 - OT SA	\$46,159.50	\$94,000.00	\$94,000.00	\$46,159.50	\$47,840.50	49.11
02171 - PT SA	\$10,412.39	\$27,700.00	\$27,700.00	\$10,412.39	\$17,287.61	37.59
02213 - Instructional Staff Training	\$85,503.01	\$202,950.00	\$202,950.00	\$85,503.01	\$117,446.99	42.13
02224 - Educational Television Services	\$14,310.73	\$30,100.00	\$30,100.00	\$14,310.73	\$15,789.27	47.54
02310 - Board of Education	\$34,291.10	\$63,800.00	\$63,800.00	\$34,291.10	\$29,508.90	53.75
02320 - Executive Administration	\$172,243.60	\$388,100.00	\$388,100.00	\$172,243.60	\$215,856.40	44.38
02330 - District Legal Services	\$14,896.14	\$35,000.00	\$35,000.00	\$14,896.14	\$20,103.86	42.56
02510 - Fiscal Services	\$20,427.99	\$49,300.00	\$49,300.00	\$20,427.99	\$28,872.01	41.44
02530 - Printing Services	\$1,759.80	\$5,000.00	\$5,000.00	\$1,759.80	\$3,240.20	35.20
02580 - Administrative Technology Service	\$78,058.52	\$180,500.00	\$180,500.00	\$78,058.52	\$102,441.48	43.25
02610 - Operation of Buildings	\$7,436.84	\$26,000.00	\$26,000.00	\$7,436.84	\$18,563.16	28.60
02620 - Maintenance of Buildings	\$0.00	\$1,075,000.00	\$1,056,000.00	\$0.00	\$1,056,000.00	0.00
02630 - Care and Upkeep of Grounds	\$16,973.62	\$3,000.00	\$18,000.00	\$16,973.62	\$1,026.38	94.30
02722 - Monitoring Services - School Age SPED	\$5,700.00	\$18,000.00	\$18,000.00	\$5,700.00	\$12,300.00	31.67
04700 - Building Improvements	\$0.00	\$9,350.00	\$9,350.00	\$0.00	\$9,350.00	0.00
04900 - Facilities Construction	\$7,000.00	\$6,000.00	\$10,000.00	\$7,000.00	\$3,000.00	70.00
06416 - Federal Services-IDEA PRT Grant	\$3,836.10	\$25,200.00	\$25,200.00	\$3,836.10	\$21,363.90	15.22
06418 - Federal Services - IDEA Peak Grant	\$21,955.28	\$42,100.00	\$42,100.00	\$21,955.28	\$20,144.72	52.15
06690 - Federal Services - Medicaid Deloitte	\$2,109.00	\$5,475.00	\$5,475.00	\$2,109.00	\$3,366.00	38.52
06915 - Federal Services - Migrant Grant	\$98,510.16	\$218,250.00	\$218,250.00	\$98,510.16	\$119,739.84	45.14
06925 - Federal Services - Title III Grant	\$12,817.80	\$55,700.00	\$55,700.00	\$12,817.80	\$42,882.20	23.01
09000 - Non-Program Expenditure	\$0.00	\$18,900.00	\$18,900.00	\$0.00	\$18,900.00	0.00
Sub Total	\$1,339,673.01	\$4,200,000.00	\$4,200,000.00	\$1,339,673.01	\$2,860,326.99	32%