

ESUCC

SPED Committee Meeting

Wednesday, February 4, 2015, 2:00 PM

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

South 110th Street, LaVista, NE 68128

1. Call to Order

2. Roll Call

3. Agenda Item

3.1. Wade Fruhling - SRS Report

3.1.1. SRS Report

3.1.2. Project Para

3.1.3. ILCD

3.1.4. AAP

3.2. SRS Budget Goals

3.3. Medicaid (Steve Milliken)

3.4. Rule 11

3.5. Title III and Migrant (NDE)

3.6. Master Service Agreement

3.6.1. ILCD Fees (\$5000)

3.6.2. SRS Tier Structure

3.6.3. ESPD Affiliate Budget Requests

3.7. Change SPED Committee name to Special Populations

4. Next Meeting Agenda Items

5. Executive Session

6. Adjournment

{{Name: Agenda Item Name}}
{{Discussion: Agenda Item Discussion}}
{{Comments: Agenda Item Comments}}
{{Actions: Agenda Item Actions}}

ESUCC Special Education Committee Update

2/4/15

AAP Website

- Planning has begun for next round of system improvements
 - Reporting feature for Title 1
 - Filter to help sort courses by category

Project Para

- Marjorie is in the process of updating the code for all of the pages with forms
 - Updated code will improve stability and security of site

SRS

- New Features went live on the site
 - Notice and Consent for Early Intervention Initial Multidisciplinary Evaluation and Child Assessment
 - Notice of Meeting (IFSP)
 - Filter to sort student lists by Case Manager, Team Member, and with or without NSSRS ID#
 - Added validations to MIPS consent form
- Developed and submitted a plan for the new NSSRS Report to programmers
 - New Interface
 - We have created a new central NSSRS report screen that contains all of the tools needed to complete this report
 - More Efficient
 - Users will be able to generate key forms, and make changes from the NSSRS report and not have to jump all over the site to fix problems
 - User-Friendly
 - The new report will draw the users attention to the items which need to be fixed in a very direct and clear way
 - User guides and tips will be built into system
 - Addresses nearly all complaints/suggestions from users over the years
 - Work will be in February
- We will be interviewing three very promising candidates for the System Analyst position.
 - Interviews are scheduled for February 10th

ILCD

- We continue to maintain the ILCD Staff Survey site
 - Our office emails data (along with a summary) to school districts upon request

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

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

Recitals

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

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

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

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

Article I. General Provisions

Section 1. Purpose. The purpose of this Agreement is to establish the general terms and conditions applicable to the education initiatives, services and projects (collectively "Projects") which ESUCC supplies to the ESU for the 2015-16 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESUCC's Projects.

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

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

Section 4. Provision of Services by ESUCC's Agents. The ESUCC may contract with third parties to provide some or all of the services described in this Agreement. The ESU hereby expressly agrees to the provision of those services by said third-party agents and agrees to cooperate with all agents of ESUCC in the implementation of such Projects including, but not limited to, invoicing, payment and administration necessary for the delivery of Project services in the name of ESUCC.

Section 5. Compliance with State Law. Each Party will comply with applicable laws in its performance hereunder and will advise the other of changes in laws that concern the conduct of

the Projects and services contemplated by this Agreement. Each Party shall obtain and maintain all approvals required to perform its obligations under this Agreement.

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

Section 7. New Projects. In the event ESUCC determines to offer a new Project during the term of this Agreement and the ESU wishes to participate in said new Project, the parties may describe the new Project in writing and incorporate that writing as a formal addendum to this Agreement.

Section 8. Amendments in Writing. Notwithstanding any provision of this Agreement to the contrary, any amendment to this Agreement must be in writing and signed by an authorized representative of each Party. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

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

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

ALTERNATIVE NUMBER 3: DELETE THIS PROVISION ALTOGETHER.

Section 10. Assignment. The ESU shall not assign any right or delegate any obligation arising hereunder without the prior written consent of ESUCC. This provision does not prevent the ESU from allowing its member school districts to participate in some or all of the Projects described herein.

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

Section 12. Entire Agreement. This Agreement supersedes and replaces all prior agreements or understandings and constitutes the entire agreement between the Parties concerning the subject matter hereof; there are no other agreements, understandings, or

representations, whether written or oral, between the ESU and ESUCC concerning the subject matter addressed herein.

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

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

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

Article II. Professional Development Project (ESUPDO Project)

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

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

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

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

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

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

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

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

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

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

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

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

Section 3 NWEA Annual Fees \$ per ESU

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

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

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

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

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

Section 5. Specific Systems.

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

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

Section 6. Fees

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

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

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

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

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

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

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

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

Section 7. Conditions of Participation.

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

The ESU wishes to participate in BlendEd

The ESU wishes ESUCC to:

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

Article V. Cooperative Purchasing Project

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

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

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

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

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

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

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

The ESU wishes to participate in Coop Purchasing.

The ESU wishes ESUCC to:

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

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

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

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

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

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

Section 1. Project PARA: Project PARA is a web-based method for school districts to provide introductory training for their paraeducators. The Project assists schools in meeting the paraeducator training requirements of No Child Left Behind, Rule 11 and IDEA. Project PARA is a collaborative effort between the University of Nebraska, the Nebraska Department of Education and Nebraska educational service units.

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

The ESU wishes to participate in Project Para.

The ESU wishes ESUCC to:

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

Article VIII. Student Records System (SRS Project)

Section 1. Student Records System (SRS): SRS is an online special education record keeping system. It creates all special education documents required by Rule 51, including IEP, MDT, IFSP and all required notices. The SRS is a highly secured system that organizes and stores documents and provides easy access to files from anywhere via the internet. SRS training is provided across the state for district staff and college and university staff.

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

The ESU wishes to participate in SRS.

The ESU wishes ESUCC to:

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

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

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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

FOR EDUCATIONAL SERVICE UNIT # ____:

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

OR

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

The ESU wishes ESUCC to:

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

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

FOR THE EDUCATIONAL SERVICE UNIT:

(signature)

(date)

(printed name)

Chief Administrator, Educational Service Unit No. ____

FOR THE EDUCATIONAL SERVICE COORDINATING COUNCIL:

(signature)

(date)

David Ludwig, ESUCC Executive Director