

Executive Committee Meeting
Wednesday, March 6, 2019 1:00 PM
ESU 9 plus Zoom
6949 South 110th Street
LaVista, NE 68128

1. Call to Order
Board President
2. Roll Call
Board President
3. Agenda Item
Chair of Committee
 1. Smartsheet Demo
Scott Isaacson/Abhijit Mohanty
 2. Recommend Approval of Executive Director Appointment
Dan Schnoes
 3. ESUCC Transition/Planning
Executive Director Ludwig
 1. Planning Session
Executive Director Ludwig
 1. Executive Committee Membership
Executive Director Ludwig
 2. Committee Structure/Members
Executive Director Ludwig
 3. Roles and Responsibilities
Committee Chair
 2. Transition Timeline
Executive Director Ludwig
 1. State Executive Officer
Executive Director Ludwig
 2. Executive Committee
Executive Director Ludwig
 4. ESUCC Redesign: Update
Committee Chair
 1. ESU Standards
Committee Chair
 2. Joint Decision Making Parameters
Committee Chair
 3. SIMPL Inventory
Committee Chair
 4. Value-Add Metric
Committee Chair
 5. Value Proposition
Committee Chair

6. Redesign Timeline
Committee Chair
5. ESUCC_PDO 2YR Calendar - 2019-2021
Committee Chair
1. ESUCC Meeting Calendar 2019-2021
Committee Chair
6. ESUCC/NDE MOU
Executive Director
7. MSA 2019-2020
Committee Chair
4. Next Meeting Agenda Items
Board President
5. Adjournment
Board President

**EMPLOYMENT AGREEMENT
EXECUTIVE DIRECTOR ASSIGNED TO ESUCC PROJECTS**

THIS EMPLOYMENT AGREEMENT is made by and between the **Educational Service Unit No. 17 of the State of Nebraska**, and referred to as "ESU 17", and Dr. Kraig J. Lofquist, referred to herein as "the Executive Director". In accordance with its action taken and recorded in the minutes of a duly advertised board meeting, the ESU 17 Board agrees to employ the Executive Director, and the Executive Director agrees to accept such employment, subject to the terms and conditions set forth herein.

Section 1. Term of Employment. The Executive Director shall be employed indefinitely commencing on July 1, 2019. References to "contract year" shall mean the period from July 1st through June 30th and shall consist of all days except Saturdays and Sundays and any holidays or leave days listed in Section 8.

Section 2. Salary. The Executive Director's salary for the 2019-20 contract year shall be \$170,000.00 which shall be paid in 12 equal monthly installments beginning in the month of August 2019. The Executive Director shall also receive "additional compensation" as provided in Exhibit B to the Negotiated Agreement between the certificated personnel of ESU 17 and ESU 17 in the amount of \$22,846.00 for the 2019-20 contract year shall be paid in 12 equal monthly installments beginning in the month of August 2019. ESU 17 shall not reduce the Executive Director's salary during the term of this Agreement, but may increase it and/or the benefits during the term of this Agreement, as an amendment to the Agreement, without the amendment constituting a new contract, requiring a hearing, or extending the term of this Agreement.

Section 3. Deductions. This Agreement shall conform to the statutes and regulations governing deductions from compensation and shall be subject to the School Employees Retirement Act. The Executive Director authorizes ESU 17 to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Executive Director or the value of property or money entrusted to the Executive Director or owed by the Executive Director to ESU 17 or to the Educational Service Unit Coordinating Council (ESUCC) during the course of or as a result of the Executive Director's employment, if such property or money have not properly been returned to ESU 17 or ESUCC. ESU 17 shall withhold other deductions as the Executive Director and Board may agree.

Section 4. Professional Status. The Executive Director affirms that he or she is not under contract with any other school district, educational

service unit, or other entity covering any part or all of the term provided in this Agreement. Throughout the Agreement term, he or she will hold a valid and appropriate certificate to act as a superintendent of schools in the State of Nebraska which he will register and maintain on file in ESU 17's central administrative office. This Agreement shall not be valid and ESU 17 will not compensate the Executive Director for any service performed prior to the date that he or she registers his certificate. The Executive Director represents that: (1) all information he or she provided in connection with his or her application for employment with ESU 17 or the ESUCC was true and accurate at the time of application, and if there is or has been a material change in such information, he or she will advise ESU 17 and the ESUCC immediately; (2) he or she has never been convicted of or plead no contest to, a felony as defined in Title 92, Chapter 21, Sections 003.11 and 003.13 of the Nebraska Administrative Code ("Rule 21"), or any offense involving moral turpitude, abuse, neglect, or sexual misconduct, as defined in Title 92, Chapter 21, Sections 003.12 and 003.13 of the Nebraska Administrative Code; and (3) he or she has not had any professional licenses or certificates suspended or revoked.

Section 5. Executive Director's Duties. The parties agree that the Executive Director will be assigned to the ESUCC to perform his or her duties. The Executive Director's duties shall be as prescribed by statute and by ESUCC policies, rules, regulations, job description, and directives, which may be changed at any time with or without notice to the Executive Director. The Executive Director agrees to devote his or her time, skill, labor, and attention to his or her duties throughout the term of the Agreement. He shall or she be subject to the direction and control of the ESUCC at all times and shall perform such administrative duties as the ESUCC assigns to him or her. By agreement with the ESUCC, he or she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations as long as they do not interfere with carrying out his or her duties and obligations to ESU 17 and the ESUCC.

Section 6. Right to Reassign. ESU 17 and its Administrator retain the right to assign and reassign the Executive Director pursuant to its statutory authority to assign employees. The Executive Director understands and agrees that ESU 17, in consultation with the ESUCC, has the right to assign Executive Director to a position different from that originally assigned.

Section 7. Termination of Agreement. In exchange for \$1 and other valuable consideration which the Executive Director acknowledges receiving, the parties agree that this Agreement is not subject to the requirements of NEB. REV. STAT. § 79-824 through § 79-858 or NEB. REV. STAT. § 79-1201 through § 79-1249. By accepting this additional consideration,

the Executive Director understands that he or she is waiving statutory rights such as to notice and a hearing and other rights regarding nonrenewal of employment, to the extent that he or she possesses any such right. He or she does so voluntarily and with full knowledge of the rights he or she is waiving.

Section 8. Fringe Benefits. ESU 17 shall provide the Executive Director with the following fringe benefits:

- a. AFLAC 125 Plan.** The Executive Director will be allowed to participate in ESU 17's AFLAC 125 plan, and will be allowed to use funds placed into the 125 fund to purchase health insurance, dental insurance, or child care.
- b. Disability Insurance.** The Executive Director shall purchase long-term disability insurance from ESU 17's carrier at his or her own expense. The Board will increase his or her salary by the amount of the premium cost.
- c. Sick Leave.** The Executive Director shall be entitled to 9 days of sick leave per year, which may accumulate to a total of 60 days. Sick leave may only be used for personal illness or family members as designated in policy by ESU #17. If the Executive Director qualifies for disability pay under the long-term disability policy, he or she shall be required to take the disability pay instead of sick leave pay. The Executive Director shall keep complete and accurate records of his or her sick days and shall provide the Board and the ESUCC with a report of his or her accumulated sick days at least quarterly. The Executive Director shall not be compensated for unused days of sick leave upon the ending of his or her employment with the ESU 17.
- d. Vacation.** The Executive Director shall have 22 vacation days for the 2019-20 contract year which he or she may use at times he or she chooses so long as his or her absence does not interfere with the proper performance of his or her duties. Any extended vacation period (more than 10 days) will require advance approval by the Board and the ESUCC, and the parties will cooperate in arranging vacation time so as to cause the least inconvenience to the normal operation of ESU 17 and the ESUCC. After the 2019-20 contract year, the Board shall give the Executive

Director the number of days necessary to restore his or her total to 22 days. For example, if he or she uses 12 days of vacation one year, the board will provide him or her with 12 days the following year to bring his or her total to 22 days. The Executive Director shall develop a system for recording his or her use of vacation days and shall keep such records current and on file in the ESU 17 and ESUCC central offices. The Executive Director shall keep complete and accurate records of his or her vacation days and shall provide the Board and the ESUCC with a report of his or her accumulated vacation days at least quarterly. The Board or ESUCC may require him or her to use his or her vacation days and shall compensate him or her for unused vacation days upon the conclusion of his or her employment at the rate of \$2 per day.

e. Holidays. The Executive Director shall receive the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day. The Executive Director shall receive annually 3 additional "floating" paid holidays to be used at the Executive Director's discretion.

Section 9. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this Agreement.

Section 10. Amendments to be in Writing. This Agreement may be modified or amended only by a writing duly authorized and executed by the Executive Director and ESU 17.

Section 11. Severability. If any portion of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforcement of the remaining provisions of this Agreement.

Section 12. Legal Actions. ESU 17 will support the Executive Director if there is a legal dispute caused by him or her carrying out his or her duties properly. If a legal action, including a professional practice complaint, is threatened or filed against the Executive Director as a result of his or her performance of his or her duties or his or her position as Executive, ESU 17 will provide him or her with a legal defense to the maximum extent permitted by law so long as he or she acted in good faith and in a manner which he or she reasonably believes to be in or not opposed

to the best interests of ESU 17 and/or ESUCC and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

IN WITNESS WHEREOF, the parties have executed this contract on the dates indicated below.

Executed by the Board this ____ day of _____, 2019.

President, ESU 17 Board

Secretary, ESU 17 Board

Executed by the Executive Director this ____ day of _____, 2019.

Executive Director

**EXECUTIVE DIRECTOR'S APPOINTMENT
BY THE
EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL**

THE EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL hereby appoints **Dr. Kraig J. Lofquist** as its "Executive Director" effective July 1, 2019. The ESUCC agrees to appoint the Executive Director and the Executive Director agrees to accept such appointment subject to the terms and conditions set forth herein.

Section 1. Employment Terms. The Executive Director shall be an employee of Educational Service Unit No. 17 of the State of Nebraska and shall be employed pursuant to the employment agreement attached hereto as Exhibit A.

Section 2. Revocation of Appointment. The appointment is at will. Either party may terminate or revoke this Agreement and the appointment at any time and for any reason or for no reason at all.

Section 3. Professional Development. The Executive Director is expected to continue his or her professional development and to participate in relevant learning experiences. With the approval of the ESUCC, he or she may attend appropriate professional meetings at the local, state, regional and national level, and the ESUCC will pay for valid expenses of attendance.

Section 4. Professional Dues. The ESUCC will pay the annual dues for the Executive Director's membership in the following organizations: Association of Educational Service Agencies, Nebraska Council of School Administrators, and others as may be approved by the ESUCC.

Section 5. Professional Publications. The ESUCC may approve to pay subscriptions to professional publications upon the request of the Executive Director.

Section 6. Transportation. The ESUCC shall provide the Executive Director with transportation or reimburse him or her for mileage required in the performance of his or her official duties at the rate approved by the Board.

Section 7. Evaluation. The ESUCC shall evaluate the Executive Director pursuant to ESUCC policy.

Motion to adopt appointment of Dr. Kraig J. Lofquist on the terms outlined above by _____, Second by _____

For Such Appointment: _____

Against Such Appointment: _____

The above Appointment, having been consented to by a majority of the members of the Educational Service Unit Coordinating Council, was declared passed and adopted by the ESUCC President at a duly held and lawfully convened meeting in full compliance with the Nebraska Public Meetings Law.

Dated this _____ day of _____, 2019.

EDUCATIONAL SERVICE UNIT
COORDINATING COUNCIL

BY: _____
Council President or designee

ATTEST: _____
Council Secretary

I accept the appointment as the Educational Service Unit Coordinating Council Executive Director this ____ day of _____, 2019.

Dr. Kraig J. Lofquist

June 2019

June 5-6, 2019	10:00-5:00	TBA	TBA	ESUCC Meetings as needed
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July 2019

Wednesday, July 31, 2019	3:00-5:00	Holiday Inn		ESUCC Budget Review Meeting
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August 2019

Wednesday, September 4, 2019	10:00-5:00	ESU 10, Kearney		ESUCC Committee Meetings
Thursday, September 5, 2019	8:30-1:00	ESU 10, Kearney		ESUCC Regular Board Meeting

October 2019

Tuesday, October 1, 2019	10:00-5:00	LPS		ESUCC Committee Meetings
Wednesday, October 2, 2019	8:30-10:00	LPS		ESUCC Regular Board Meeting
Wednesday, October 2, 2019	10:00-3:30	LPS		ESUCC/NDE Collaboration Meeting

November 2019

Tuesday, November 19, 2019	10:00-5:00	ESU 3		ESUCC Committee Meetings
Wednesday, November 20, 2019	8:30-1:00	ESU 3		ESUCC Regular Board Meeting

December 2019**January 2020**

Monday, January 13, 2020	10:00-5:00	ESU 10		ESUCC Committee Meetings
Tuesday, January 14, 2020	8:30-10:00	ESU 10		ESUCC Regular Board Meeting
Tuesday, January 21, 2020	10:00-12:00 PM	Zoom		ESUCC Legislative Committee (Bill Review)

February 2020

Wednesday, February 5, 2020	10:00-5:00	TBA + DL		ESUCC Committee Meetings
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Thursday, February 6, 2020	8:30-10:00	TBA + DL		ESUCC Regular Board Meeting
March 2020				
Wednesday, March 4, 2020	10:00-5:00	ESU 7 + DL		ESUCC Committee Meetings
Thursday, March 5, 2020	8:30-10:00	ESU 7 + DL		ESUCC Regular Board Meeting
April 2020				
Tuesday, April 7, 2020	10:00-5:00	ESU #3, LaVista		ESUCC Committee Meetings
Wednesday, April 8, 2020	8:30-10:00	ESU #3, LaVista		ESUCC Regular Board Meeting
Wednesday, April 8, 2020	10:00-3:30	ESU #3, LaVista		ESUCC/NDE Collaboration Meeting
May 2020				
Tuesday, May 5, 2020	8:30-12:00	ESU 10, Kearney		ESUCC Committee Meetings
Tuesday, May 5, 2020	12:00-4:00	ESU 10, Kearney		ESUCC Regular Board Meeting
June 2020				
June 3-4, 2020	10:00-5:00	TBA	TBA	ESUCC Meetings as needed
July 2020				
Wednesday, July 29, 2020	3:00-5:00	Holiday Inn, Kearney	Conference Room	ESUCC Budget Review Meeting
September 2020				
Wednesday, September 2, 2020	10:00-5:00	ESU 10, Kearney		ESUCC Committee Meetings
Thursday, September 3, 2020	8:30-1:00	ESU 10, Kearney		ESUCC Regular Board Meeting
October 2020				
Wednesday, October 7, 2020	10:00-5:00	LPS		ESUCC Committee Meetings
Thursday, October 8, 2020	8:00-10:00	LPS		ESUCC Regular Board Meeting
Thursday, October 8, 2020	10:00-3:30	LPS		ESUCC/NDE Collaboration Meeting

November 2020

Tuesday, November 17, 2020	10:00-5:00	ESU 3		ESUCC Committee Meetings
Wednesday, November 18, 2020	8:30-1:00	ESU 3		ESUCC Regular Board Meeting

January 2021

Monday, January 11, 2021	10:00-5:00	ESU 10, Kearney		ESUCC Committee Meetings
Tuesday, January 12, 2021	8:30-10:00	ESU 10, Kearney		ESUCC Regular Board Meeting
Tuesday, January 19, 2021	10:00-12:00 PM	Zoom		ESUCC Legislative Committee (Bill Review)

February 2021

Wednesday, February 3, 2021	10:00-5:00	TBA + DL		ESUCC Committee Meetings
Thursday, February 4, 2021	8:30-10:00	TBA + DL		ESUCC Regular Board Meeting

March 2021

Wednesday, March 3, 2021	10:00-5:00	TBA + DL		ESUCC Committee Meetings
Thursday, March 4, 2021	8:30-10:00	TBA + DL		ESUCC Regular Board Meeting

April 2021

Wednesday, April 7, 2021	10:00-5:00	LPS		ESUCC Committee Meetings
Thursday, April 8, 2021	8:30-10:00	LPS		ESUCC Regular Board Meeting
Thursday, April 8, 2021	10:00-3:30	LPS		ESUCC/NDE Collaboration Meeting

May 2021

Tuesday, May 4, 2021	8:30-12:00	ESU 10, Kearney		ESUCC Committee Meetings
Tuesday, May 4, 2021	12:00-4:00	ESU 10, Kearney		ESUCC Regular Board Meeting

June 2021

June 2-3, 2021	10:00-5:00	TBA	TBA	ESUCC Meetings as needed
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July 2021

Wednesday, July 28, 2021

July 28-Jul 30, 2021

3:00-5:00

Holiday Inn, Kearney

Conference Room
Younes Conf Center

ESUCC Budget Review Meeting

Legislative Committee: Proposed Legislation

Bill Review)

Data Conference is April 6/7

Legislative Committee: Proposed Legislation

Bill Review)

Legislative Committee: Proposed Legislator

NCSA Admin Days