



Regular Board of Directors Meeting

Monday, March 16, 2020 at 5:30 PM

Educational Service Unit 7, Oak Room  
2657 44th Avenue  
Columbus, NE 68601-8537

1. Call the Meeting to Order

**Speaker(s):** Board President or Designee

**Rationale:**

**LEADERSHIP • SERVICE • SUPPORT**

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of the meeting to the public on ESU 7 website [www.esu7.org](http://www.esu7.org) and posted at location of meeting. Notice of this meeting was also given in advance to all members of the Board of Education of Educational Service Unit 7.

Availability of the agenda and purpose of the hearing was communicated in the advance notice of the meeting and in the notice to the members of this hearing. All proceedings of the Board of Education of Educational Service Unit 7 were taken while the convened hearing was open to the attendance of the public.

Roll call was taken at 5:31p.m.

Vice President, Doug Kluth conducted the meeting.

Staff present:

Larriane Polk, Administrator

Linda Shefcyk, Business Manager

Darus Mettler, Special Education Director

Dan Ellsworth, Network Operations Director

1. Notification of Open Meetings Law

**Speaker(s):** Board President or Designee

**Rationale:**

This meeting has been preceded by reasonable advance notice and is hereby declared to be in open session. A copy of the Open Meetings Act is posted in the meeting room.

2. Roll Call

**Speaker(s):** Board President or Designee

3. Absent Board Members

**Speaker(s):** Board President or Designee

**Rationale:**

Marni Danhauer is absent due to work travel. Don Ellison is absent due to health reasons.

**Recommendation:** Discuss, consider and take action to approve the Board member absences.

**Recommended Motion(s):**

Approval of Board Member absences as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

4. Pledge of Allegiance

**Speaker(s):** Board President or Designee

2. Approval of Agenda

**Speaker(s):** Don Ellison or Designee

**Rationale:**

The sequence of agenda topics is subject to change at the discretion of the Board.

**Recommendation:** Discuss, consider and take any necessary action to approve agenda as presented.

**Recommended Motion(s):**

Agenda as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

3. Welcome Visitors

**Speaker(s):** Board President or Designee

4. Public Comment

**Speaker(s):** Board President or Designee

**Rationale:** The Board has the discretion to limit the amount of time set aside for public participation.

Citizens wishing to address the Board on a certain agenda item must notify the Educational Service Unit Administrator prior to the board meeting. Citizens

wishing to present petitions to the Board may do so at this time. However, the Board will only receive the petitions and not act upon them or their contents.

5. Consent Agenda

**Speaker(s):** Board President or Designee

**Rationale:**

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

If any Board member wishes to discuss an item, it must be removed from the consent agenda at which time the remaining items will be acted upon.

Consent Agenda Includes:

- Minutes from the previous meeting(s)
- Treasurer's Report
- Presentation of the Bills
- Certificated/Classified Hire(s)/Reassignments/Resignation(s)
- Other Routine Agenda Items

**Recommendation:** Discuss, consider and take any action necessary to approve the consent agenda as presented.

**Recommended Motion(s):**

Consent agenda as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

1. Minutes

**Speaker(s):** Board President or Designee

**Rationale:**

**This is a consent item.**

2. Treasurer's Report

**Speaker(s):** Board President or Designee

**Rationale: This is a consent item.**

3. Presentation of Bills # 70578 through #70718 totaling \$700,538.02

**Speaker(s):** Board President or Designee

**Rationale:**

The summary of bills for the current month total: \$700,538.02 - Bills

#70578 through #70718

Inservice bills total: \$ 0.00

Check #	Amount	Vendor	Description
70608	\$14,264.48	Eakes Office Solutions	Admin. Copier/Maintenance on copiers
70614	\$7,550.44	ESUCC	Learn 360 - Digital Video Library
70633	\$5,965.54	Lakeview Community School	Title II & III Reimbursements

70635	\$11,207.22	Leigh Community School	Title I Reimbursements
70655	\$21,780.38	Palmer Public School	Title I Reimbursements
70663	\$37,665.84	Shelby-Rising City Public School	Title I & Title III Reimbursements
70668	\$7,180.08	Streakwave Wireless	Technology Help Desk Inventory

6. Licensed Mental Health Practitioner contract

**Speaker(s):** Administrator or Designee

**Rationale:** Megan Welch - Licensed Mental Health Practitioner

Megan will be joining the Mental Health Team.

Megan received her Masters of Science Degree in Clinical Counseling from Bellevue University, Bachelors of Science Degree in Human Service Counseling from Wayne State College and Associates of Arts from CCC.

Megan thrives to utilize her experience working with children, adolescents and adults using a variety of theoretical perspectives in individual, family and group therapy that specializes in improving wellness for individual and family dynamics creating long-term outcomes in the educational setting.

She currently is a LMHP at ESU 9 since 2018 and was an In-Home Family Services Supervisor for Boys Town from 2015-2018. Prior to that she was an Intervention and Assessment Youth Care Worker for Boys Town for 2 years.

**Recommended Motion(s):**

Approve LMHP contract for Megan Welsh as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

7. ESU 7 Administrator Contract Amendment

**Speaker(s):** Board President or Designee

**Rationale:**

The Board Negotiations Committee has proposed the salary amount for the ESU 7 Administrator for the 2020-2022 term as detailed in the attached contract.

The Negotiations Committee recommends a 3% total package increase.

**Recommendation:** Discuss, consider and take any necessary action to approve the amended ESU 7 Administrator Contract.

**Recommended Motion(s):**

ESU 7 Amended Administrator Contract Passed with a motion by Board Member #1 and a second by Board Member #2.

8. Reading of Article V Section 2, Section 504 Compliance

**Speaker(s):** Board President or designee

**Rationale:** Recommendation: Discuss, consider and take all necessary action to approve Article V, Section 2, Section 504 Compliance

**Recommended Motion(s):**

Approval of Article V, Section 2, Section 504 Compliance as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

9. Reading of Article V, Section 7, A Communicable and Infectious Diseases

**Speaker(s):** Board President or Designee

**Rationale:** Given the current status of COVID-19 additional language is recommended to the attached policy.

**Recommendation:** Discuss, consider and take all necessary action to approve Article V, Section 7, A Communicable and Infectious Diseases

**Recommended Motion(s):**

Approve Article V, Section 7, A Communicable and Infectious Diseases Passed with a motion by Board Member #1 and a second by Board Member #2.

10. Reading of Article V, Section 7, B Emergency Closure of ESU 7 Buildings

**Speaker(s):** Board President or Designee

**Rationale:** This policy is a guideline recommended by the Perry Law Firm.

**Recommendation:** Discuss, consider and take all necessary action to approve Article V, Section 7, B Emergency Closure of ESU 7 Buildings.

**Recommended Motion(s):**

Approval of Article V, Section 7, B Emergency Closure of ESU 7 Buildings Passed with a motion by Board Member #1 and a second by Board Member #2.

11. Reading of Article V, Section 7, C Emergency Exclusion of Persons from ESU 7.

**Speaker(s):** Board President or Designee

**Rationale:** This policy is a guideline recommended by the Perry Law Firm

**Recommendation:** Discuss, consider and take all necessary action to approve Article V, Section 7, C Emergency Exclusion of Persons from ESU 7

**Recommended Motion(s):**

Approval of Article V, Section 7, C Emergency Exclusion of Persons from ESU 7 Passed with a motion by Board Member #1 and a second by Board Member #2.

12. ESU 7 COVID-19 Guide

**Speaker(s):** Board President or Designee

**Rationale:** It is recommended that the attached guide be adopted and approved with the understanding that the ESU 7 Administrator has the authority to make changes as needed.

**Recommendation:** Discuss, consider and make all necessary action to approve the ESU 7 COVID-19 Guide.

**Recommended Motion(s):**

Approval of ESU 7 COVID-19 Guide Passed with a motion by Board Member #1 and a second by Board Member #2.

13. ESU 7 COVID-19 Pay Resolution

**Speaker(s):** Board President or Designee

**Rationale:** After consultation with legal council it is recommended that the follow resolution be adopted and approved for up to four weeks.

**Recommendation:** Discuss, consider and take all necessary action to approve the ESU 7 COVID-19 Pay Resolution.

**Recommended Motion(s):**

Approval of ESU 7 COVID-19 Pay Resolution Passed with a motion by Board Member #1 and a second by Board Member #2.

14. Addendum to 2019-2020 Negotiated Agreement

**Speaker(s):** Board President or Designee

**Rationale:** After consultation with legal council, it is recommended that the following addendum to the 2019-2020 Negotiated Agreement be approved as well as extending these changes to paid sick leave to those employees not covered by the negotiated agreement.

**Recommended Motion(s):**

Approval of addendum to the 2019-2020 negotiated agreement as well as extending sick leave changes to those employees not covered by the negotiated agreement. Passed with a motion by Board Member #1 and a second by Board Member #2.

15. Administrator's Report General

**Speaker(s):** Administrator or Designee

**Rationale:** Goals - Attached for your Review

Quarterly Update - Attached for your Review

ESUCC Update

Open Meetings Act Update

Upcoming Events - April 20, 2020, Board Recognition Dinner - Elks Country Club

April 20 Board meeting will begin at 4:00 p.m.

**Recommended Motion(s):**

ESU 7 COVID-19 Guide approved as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

ESU 7 COVID-19 Resolution approved as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

1. Services Update

**Speaker(s):** Administrator or Designee

**Rationale:** SIMPL Update

2. Facilities Update

**Speaker(s):** Administrator or Designee

**Rationale:** Dan Ellsworth, Network Operations Director, will provide

1. An update on Internet Services Contract.
2. Security updates to doors and locks.

**Recommendation:** Discuss, consider and take any necessary action to approve the quote presented for doors and locks.

**Recommended Motion(s):**

Approve quote for doors and locks from ... Passed with a motion by Board Member #1 and a second by Board Member #2.

3. Personnel

**Rationale:** Aimee Trotter and her husband Jason (also an ESU 7 employee in the Tech Department), live in Columbus with their three daughters. Aimee previously worked at the Central Community College Bookstore and is excited to work in the ESU 7 Production Department.

4. Legislative Update

**Speaker(s):** Administrator or Designee

**Rationale:** During this item, the Administrator will provide a Legislative Update to members of the Board.

16. Adjournment

Created by: Mindy Reed, Secretary to the ESU 7 Board of Directors



## **Regular Board of Directors Meeting**

Educational Service Unit 7, Oak Room

2657 44th Avenue

Columbus, NE 68601-8537

Monday, February 17, 2020 at 5:30 PM

Attendance Taken at 5:31 PM.

Joyce Baumert: Present

Marni Danhauer: Present

Donald Ellison: Present

Dan Hoesly: Present

Doug Kluth: Present

Richard Luebbe: Present

Jennifer Miller: Absent

Doug Pauley: Present

Tammy Roh: Present

Richard Stephens: Present

Gary Wieseler: Present

Jack Young: Present

Present: 11, Absent: 1.

Attendance Update Taken at 7:14 PM.

Richard Stephens: Absent

Present: 10, Absent: 2.

### **1. Call the Meeting to Order**

#### **LEADERSHIP • SERVICE • SUPPORT**

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of the meeting to the public on ESU 7 website [www.esu7.org](http://www.esu7.org) and posted at location of meeting. Notice of this meeting was also given in advance to all members of the Board of Education of Educational Service Unit 7. Availability of the agenda and purpose of the hearing was communicated in the advance notice of the meeting and in the notice to the members of this

hearing. All proceedings of the Board of Education of Educational Service Unit 7 were taken while the convened hearing was open to the attendance of the public.

Roll call was taken at: 5:31 p.m.  
President Don Ellison conducted the meeting.

Staff present:  
Larianne Polk, Administrator  
Linda Shefcyk, Business Manager  
Katy McNeil, Secretary to the Board of Directors  
Marci Ostmeyer, Professional Development Director  
Darus Mettler, Special Education Director  
Dan Ellsworth, Network Operations Director

#### 1.1. Notification of Open Meetings Law

This meeting has been preceded by reasonable advance notice and is hereby declared to be in open session. A copy of the Open Meetings Act is posted in the meeting room.

#### 1.2. Roll Call

#### 1.3. Absent Board Members

Jennifer Miller will be absent due to work travel.

**Recommendation:** Discuss, consider and take action to approve the Board member absences.

Approval of Board Member absences as presented Passed with a motion by Jack Young and a second by Dan Hoesly.

Jennifer Miller: Absent  
Joyce Baumert: Yea  
Marni Danhauer: Yea  
Donald Ellison: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea

Yea: 11, Nay: 0, Absent: 1

Jennifer Miller was absent due to work travel.

#### 1.4. Pledge of Allegiance

All members present participated in the Pledge of Allegiance.

#### 2. Approval of Agenda

The sequence of agenda topics is subject to change at the discretion of the Board.

**Recommendation:** Discuss, consider and take any necessary action to approve agenda as presented.

Agenda as presented Passed with a motion by Doug Pauley and a second by Joyce Baumert.

Jennifer Miller: Absent

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Doug Kluth: Yea

Richard Luebbe: Yea

Doug Pauley: Yea

Tammy Roh: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 11, Nay: 0, Absent: 1

#### 3. Welcome Visitors

Sam Stecher, Superintendent of East Butler Public Schools was present.

#### 4. Public Comment

The Board has the discretion to limit the amount of time set aside for public participation.

Citizens wishing to address the Board on a certain agenda item must notify the Educational Service Unit Administrator prior to the board meeting. Citizens wishing to present petitions to the Board may do so at this time. However, the Board will only receive the petitions and not act

upon them or their contents.

No public comments provided.

## 5. Consent Agenda

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

If any Board member wishes to discuss an item, it must be removed from the consent agenda at which time the remaining items will be acted upon.

Consent Agenda Includes:

- Minutes from the previous meeting(s)
- Treasurer's Report
- Presentation of the Bills
- Certificated/Classified Hire(s)/Reassignments/Resignation(s)
- Other Routine Agenda Items

**Recommendation:** Discuss, consider and take any action necessary to approve the consent agenda as presented.

Consent agenda as presented Passed with a motion by Doug Kluth and a second by Tammy Roh.

Jennifer Miller: Absent

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Doug Kluth: Yea

Richard Luebbe: Yea

Doug Pauley: Yea

Tammy Roh: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 11, Nay: 0, Absent: 1

### 5.1. Minutes

**This is a consent item.**

### 5.2. Treasurer's Report

**This is a consent item.**

5.3. Presentation of Bills #70425 through #70577 totaling \$819,759.70

The summary of bills for the current month total: \$819,759.70 - Bills #70425 through #70577  
 Inservice bills total: \$0

Check #	Amount	Vendor	Description
70428	\$6,211.13	Amazon	Tech/SPED/Migrant/Perkins/Title III Supplies/Equip.
70435	\$17,018.27	Boone Central	Title I and Title III Reimbursements
70439	\$5,748.82	Capital One	SPED travel
70442	\$50,056.90	Central City Public	Title I and Title II Reimbursements
70446	\$6,900.76	Columbus Area Chamber of Commerce	Latino Summit close out left over funds
70449	\$8,228.34	Cross County School	Title I Reimbursements
70457	\$13,488.58	Eakes Office Solutions	Maintenance on copiers
70463	\$11,563.65	ESU 2	NNNC quarterly billing
70470	\$17,723.03	High Plains Comm. School	Title I and Title II Reimbursements
70473	\$14,322.35	Howells-Dodge Consolidated	Title I Reimbursements
70490	\$74,248.18	Lakeview High School	Title I and Title III Reimbursements
70513	\$6,325.00	Roman, Wiemer & Assoc.	Audit preparations
70529	\$11,022.26	Weidenhammer Systems, Corp	Accounting software maintenance and updates

**This is a consent item.**

5.4. 2020-2021 NASB Dues

The dues for Nebraska Association of School Boards for 2020-2021 \$750.00. If paid prior to April 2020, dues are \$730.00.

**This is a consent item.**

5.5. Disposal of Inventory

See Article III, Section 8 A: Disposal of Property

## 6. 2020-2021 Contract for Special Education Director

Tamra Clay and her husband live in Hastings and have two grown sons. She is currently the Special Education Director at Harvard Public Schools where she has had the opportunity to supervise staff, establish special education programming, present to parents, teachers, and educators, facilitate IEP/MDT meetings, maintain and manage department budget, ELL support, and other student services. Tamra has a large variety of training in her background that will assist her as she transitions to the ESU 7 Special Education Director position. She and her husband are looking forward to moving back to the Columbus area after having lived here when she worked for Columbus Public Schools in the early 2000s. Tamra is eager to get started and will begin her contract with ESU 7 on July 1.

Discuss, consider and take any action necessary to approve the 2020-2021 contract for Tamra Clay, Special Education Director Passed with a motion by Doug Pauley and a second by Jack Young.

Jennifer Miller: Absent

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Doug Kluth: Yea

Richard Luebbe: Yea

Doug Pauley: Yea

Tammy Roh: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 11, Nay: 0, Absent: 1

Sam Stecher, Executive Committee Chair, shared the hiring and interview process and his support in hiring of Tamra Clay, Special Education Director with the Board.

## 7. Approval of the 2020-2021 Services Plan

Sam Stecher, of East Butler Public Schools, will make a summary report to the Board on the plan for ESU 7 Services for 2020-2021 Services Plan.

Discuss, consider and take any action necessary to approve the 2020-2021 Services Plan Services Plan as presented Passed with a motion by Joyce Baumert and a second by Gary Wieseler.

Jennifer Miller: Absent

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Doug Kluth: Yea  
Richard Luebbe: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 11, Nay: 0, Absent: 1

Sam Stecher, Executive Committee Chair, shared an overview of the SIMPL process where stakeholders determine services for our districts for 20-21 with the Board. Administrator Polk discussed the 20-21 services plan developed as a result of the SIMPL process.

8. Reading of Article IV, Section 9 E Sick Leave and Article V, Section 1 Non-Discrimination

**Recommendation:** Discuss, consider and take all necessary action to approve Article IV, Section 9E Sick Leave and Article V, Section 1 Non-Discrimination

Approval of Article IV, Section 9E Sick Leave as presented Passed with a motion by Jack Young and a second by Joyce Baumert.

Jennifer Miller: Absent  
Joyce Baumert: Yea  
Marni Danhauer: Yea  
Donald Ellison: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 11, Nay: 0, Absent: 1

Approval of Article V, Section 1 Non-Discrimination as presented Passed with a motion by Doug Pauley and a second by Tammy Roh.

Jennifer Miller: Absent  
Joyce Baumert: Yea  
Marni Danhauer: Yea  
Donald Ellison: Yea

Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 11, Nay: 0, Absent: 1

## 9. **Administrator's Report General**

Goals - Attached for your Review  
ESUCC Legislative Day Update  
Board Self-Assessment Discussion

Administrator Polk gave an update to the Board regarding the ESUCC Legislative Day. She shared with the Board the documents provided at the Legislative Day. Professional Development Director, Marci Ostmeyer, gave an update of the Professional Development services shared at the Legislative Day.

Administrator Polk reviewed the results of the returned Board self assessments.

### 9.1. Services Update

Department Spotlight: Early Childhood  
SIMPL Update

Lisa Duranski, Early Childhood Coordinator, gave a department overview of services provided Birth to age 5. Board asked follow up questions and were very appreciative of the information.

### 9.2. Facilities Update

Dan Ellsworth, Network Operations Director, will discuss the following:

- Facility security
- Internet Service Contract

Motion to authorize Administrator to accept lowest bid for four-year internet provider contract amount not to exceed \$100,000 Passed with a motion by Doug Pauley and a second by Marni Danhauer.

Jennifer Miller: Absent  
Richard Stephens: Absent  
Joyce Baumert: Yea

Marni Danhauer: Yea  
Donald Ellison: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

Dan Ellsworth, Network Operations Director, updated the Board on security updates to exterior doors.

Internet bids for the next 48 month period will be coming in prior to the next Board meeting. Board approved Administrator Polk to sign the bid contract.

### 9.3. Personnel

Resignation: Katy McNeil, Administrative Assistant to the Chief Administrator

Dr. Polk shared congratulations for Professional Development Director Marci Ostmeyer on her appointment to the National Association of Teachers of Mathematics Affiliate Relations Committee for the next three years. This is a coveted role for any Professional Developer in the nation.

At this time, the Print Shop Personnel position has not been filled and will need to be re-advertised if current offer is not accepted.

The Board congratulated Katy McNeil, Administrator Assistant, on her new position as Director of Platte County Convention and Visitors Bureau.

### 9.4. Legislative Update

Testimony for LB759 - Attached for your review.

During this item, the Administrator will provide a Legislative Update to members of the Board.

Administrator Polk provided an overview of current issues facing the Legislature and their affect on school districts and ESU's.

### 10. 2018-2019 Audit Report

Attached for Review

Discuss, consider and take any action necessary to accept the 2018-2019 Audit Report as presented Passed with a motion by Doug Kluth and a second by Joyce Baumert.

Jennifer Miller: Absent  
Richard Stephens: Absent  
Joyce Baumert: Yea  
Marni Danhauer: Yea  
Donald Ellison: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

Administrator Polk informed the Board the 2018-19 audit review went smoothly with no findings.

## 11. **Committee Reports**

### 11.1. Negotiations Committee Report

Reports of activities and discussions from the Negotiations Committee will take place during this item.

Motion to approve a 3.5% total package compensation increase for all staff excluding staff covered under the Negotiated Agreement and the Administrator. Passed with a motion by Doug Kluth and a second by Doug Pauley.

Jennifer Miller: Absent  
Richard Stephens: Absent  
Joyce Baumert: Yea  
Marni Danhauer: Yea  
Donald Ellison: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

Negotiations Chairman, Doug Kluth, expressed his gratitude for the smoothness of this year's

process of Negotiations. A total package compensation increase for all staff except those covered under the Special Education Negotiated Agreement and the Chief Administrator was recommended and approved. The Administrator's pay will be voted upon at the March Meeting. There will be no March committee meeting.

## 12. Conference Report

Conference Attendees will report on their learnings.

- Legislative Issues Conference
- President's Retreat

Doug Kluth gave a review of the President's Retreat.

## 13. Adjournment

Meeting adjourned at 7:26 p.m. Minutes respectfully submitted by Linda Shefcyk, acting Recording Secretary.

Minutes are respectfully submitted by the Recording Secretary, Katy McNeil

Feb.'20 Treasurer Report

<b>Beginning Balance February 1, 2020</b>			<b>\$133,692.83</b>		
<b>RECEIPTS</b>					
Property taxes		\$174,093.09			
SPED		\$253,076.82			
Latino Summit flow thru					
General/Flow Through		\$37,383.93			
Grants		\$68,922.95			
<b>TOTAL RECEIPTS</b>		\$533,476.79	\$533,476.79		
			\$667,169.62		
Transfer to Money Market			\$220,000.00	-	
Total Funds Available			\$887,169.62		
<b>DISBURSEMENTS:</b>					
General Fund		\$212,057.86			
SPED		\$314,171.97			
Grants		\$293,254.87			
<b>Total DISBURSEMENTS Check #70425 thru #70577</b>		\$819,484.70	\$819,484.70	-	
<b>Ending balance, FEBRUARY 29, 2020</b>			<b>\$67,684.92</b>		

Checking balance				\$67,684.92	
Money Market Deposit Account at First National Bank				\$2,325,000.00	
Money Market Deposit Account at First National Bank				\$100,000.00	
Money Market Deposit Account at Bank of Clarks				\$100,000.00	
Money Market Deposit Account at Columbus Bank & Trust				\$100,000.00	
Certificate of Deposit - Great Western Bank				\$200,000.00	
Certificate of Deposit - First National Bank-Columbus				\$100,000.00	
<b>TOTAL CASH ON HAND (includes cash reserve amount below)</b>					<b>\$2,992,684.92</b>

<b>CASH RESERVE</b>	<b>\$1,294,879.97</b>				
---------------------	-----------------------	--	--	--	--

<b>Funds that are due to ESU 7</b>					
Grants				(\$1,406,589.02)	
Production/Art Media Accounts Receivable		(\$25,580.70)			
Network Support Accounts Receivable		(\$2,093.52)			
Misc. Flow thru Accounts Receivable		(\$1,052.25)			
Outstanding Receivables				(\$28,726.47)	
<b>Total due to ESU 7</b>				<b>(\$1,435,315.49)</b>	

	2018-2019	2019-2020	2018-2019	2019-2020		
	Dollars Spent Per Month	Dollars Spent Per Month	Percentage spent each month	Percentage spent each month		
September	\$202,681.49	\$233,594.34	7.71%	9.02%	Total Budget	\$14,047,117.89
October	\$202,854.45	\$175,297.11	7.72%	6.77%	30% of budget	\$4,214,135.37
November	\$184,498.40	\$202,501.62	7.02%	7.82%	Total budget spent to date	\$4,328,335.89
December	\$163,233.94	\$165,182.58	6.21%	6.38%		
January	\$183,799.94	\$177,711.62	6.99%	6.86%	NOTES	
February	\$180,933.62	\$172,776.96	6.88%	6.67%		
March	\$159,254.61		6.06%	0.00%		
April	\$191,079.86		7.27%	0.00%		
May	\$211,618.36		8.05%	0.00%		
June	\$159,793.86		6.08%	0.00%		
July	\$171,051.50		6.51%	0.00%		
August	\$171,858.59		6.54%	0.00%		
<b>Approved Total General Budget for Levy \$</b>			\$2,628,278.46	\$2,589,759.94		
<b>Total Spent to date</b>			\$2,182,658.62	\$1,127,064.23		
Dollars approved from cash reserve				\$75,508.79		

## A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00070578	390.00	03/20/20	9652 AINSWORTH VISION CLINIC	C
10	00070579	227.00	03/20/20	190428 ALMQUIST, MALTZAHN, GALLOWAY & LUTH, PC	C
10	00070580	4,081.27	03/20/20	10391 AMAZON	C
10	00070581	81.90	03/20/20	10400 AMBUTECH	C
10	00070582	723.43	03/20/20	120155 AMY J SLAMA	C
10	00070583	462.88	03/20/20	130180 AMY MAZANKOWSKI	C
10	00070584	676.20	03/20/20	7633 ANA SANTOS	C
10	00070585	98.44	03/20/20	160690 ANN PROKOPEC	C
10	00070586	426.55	03/20/20	9504 ANNE BAPTISTE	C
10	00070587	149.00	03/20/20	10681 APPLE COMPUTER, INC.	C
10	00070588	403.65	03/20/20	8508 APRIL BECKER	C
10	00070589	40.00	03/20/20	11150 ASHLEY K PRATER	C
10	00070590	48.88	03/20/20	11193 AURIAUNA EUBANK	C
10	00070591	60.00	03/20/20	11134 AZAK, INC	C
10	00070592	40.00	03/20/20	2259 BRANDI EISENMENGER	C
10	00070593	821.65	03/20/20	30035 VOYAGER SOPRIS LEARNING	C
10	00070594	1,111.34	03/20/20	4901 CAPITAL ONE-ASD PFISTER	C
10	00070595	650.00	03/20/20	4910 CAPITAL ONE-ELC MAYBERRY	C
10	00070596	4,589.33	03/20/20	30039 CAPITAL ONE BANK (USA), N.A.	C
10	00070597	2,354.69	03/20/20	30038 CAPITAL ONE-SPED ARNDT	C
10	00070598	74.58	03/20/20	4553 CAPITAL ONE-SPED METTLER	C
10	00070599	1,836.85	03/20/20	160655 CENTERPOINT ENERGY SERVICES , INC.	C
10	00070600	450.00	03/20/20	9717 CHANDRA BOMBECK	C
10	00070601	311.90	03/20/20	30550 CITY OF COLUMBUS WATER & SANIT	C
10	00070602	625.30	03/20/20	31035 COLUMBUS PUBLIC SCHOOLS GENERAL FUNDS	C
10	00070603	623.00	03/20/20	11118 CONTINUED.COM, LLC	C
10	00070604	105.00	03/20/20	31290 CORNHUSKER MARRIOTT HOTEL	C
10	00070605	500.00	03/20/20	10413 CORTNEY NAGLER	C
10	00070606	218.67	03/20/20	4812 CUBBY'S, INC.	C
10	00070607	15.00	03/20/20	9423 DAKOTA PERK	C
10	00070608	14,264.48	03/20/20	40725 EAKES OFFICE SOLUTIONS	C
10	00070609	508,764.98	03/20/20	50825 ED SERVICE UNIT 7-PAYROLL	C
10	00070610	26.96	03/20/20	50515 ELECTRICAL ENGINEERING & EQ.	C
10	00070611	388.58	03/20/20	50595 ENGINEERED CONTROLS	C
10	00070612	88.98	03/20/20	50630 ERNST AUTO CENTER	C
10	00070613	183.66	03/20/20	7560 HOSTED SERVICES	C
10	00070614	7,550.44	03/20/20	50652 ESUCC	C
10	00070615	4,830.00	03/20/20	11070 F.A.M.E. FOUNDATION	C
10	00070616	100.00	03/20/20	3743 FES LLC	C
10	00070617	253.75	03/20/20	7226 FIREGUARD	C
10	00070618	41.27	03/20/20	60056 FIRST NATIONAL BANK	C
10	00070619	292.50	03/20/20	7013 GREAT PLAINS COMMUNICATIONS	C
10	00070620	96.00	03/20/20	80141 HAMPTON INN	C
10	00070621	120.00	03/20/20	80367 OMAHA'S HENRY DOORLY ZOO & AQUARIUM	C
10	00070622	96.00	03/20/20	3964 HOLIDAY INN LINCOLN-DOWNTOWN	C
10	00070623	558.00	03/20/20	80543 HOMETOWN LEASING	C
10	00070624	1,007.33	03/20/20	80880 HY-VEE	C
10	00070625	562.93	03/20/20	3387 JENNIFER FISTLER	C
10	00070626	40.00	03/20/20	11169 JESSICA ALSWAGER	C
10	00070627	395.03	03/20/20	260092 JUDY A ZADINA	C
10	00070628	683.68	03/20/20	110030 JULIE R KAHLER	C
10	00070629	59.80	03/20/20	574 KAROL BANKSON-RECKNOR	C
10	00070630	2,964.00	03/20/20	110235 KIDDIE CAB	C
10	00070631	302.50	03/20/20	4839 KSB SCHOOL LAW	C
10	00070632	313.75	03/20/20	3352 LAKEFRONT SPRINKLERS & RETAINING WALLS	C

## A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00070633	5,965.54	03/20/20	120129 LAKEVIEW COMMUNITY SCHOOLS	C
10	00070634	146.05	03/20/20	6718 LAURA PLAS	C
10	00070635	11,207.22	03/20/20	120223 LEIGH COMMUNITY SCHOOLS	C
10	00070636	308.95	03/20/20	120314 LINCOLN JOURNAL STAR	C
10	00070637	305.90	03/20/20	40545 LISA DURANSKI	C
10	00070638	2,697.60	03/20/20	120550 LOUP POWER DIST	C
10	00070639	1,500.00	03/20/20	220090 LYNN VOLLBRACHT	C
10	00070640	3,526.46	03/20/20	1996 MAILPREP ETC.	C
10	00070641	65.55	03/20/20	5410 MARK BRADY	C
10	00070642	123.40	03/20/20	130378 MENARDS	C
10	00070643	40.00	03/20/20	11177 MICHELLE SHEMEK	C
10	00070644	305.50	03/20/20	140351 NCSA	C
10	00070645	735.00	03/20/20	140066 NE ASSOC OF SCHOOL BOARDS	C
10	00070646	116.45	03/20/20	140570 NEBRASKA TECHNOLOGY & TELECOM.	C
10	00070647	1,767.00	03/20/20	140490 NETA CONFERENCE	C
10	00070648	235.50	03/20/20	140760 NOVICKI FIRE PREVENTION	C
10	00070649	80.00	03/20/20	140525 NRCSA	C
10	00070650	4,421.53	03/20/20	150290 O'NEILL PUBLIC SCHOOLS	C
10	00070651	68.00	03/20/20	11185 OBRIST	C
10	00070652	501.77	03/20/20	150081 OFFICE NET	C
10	00070653	1,350.00	03/20/20	150251 OMAHA WORLD HERALD	C
10	00070654	189.18	03/20/20	418 OTIS PIERCE	C
10	00070655	21,780.38	03/20/20	160033 PALMER PUBLIC SCHOOL	C
10	00070656	110.00	03/20/20	6815 PLATE COUNTY 4-H ROBOTICS CLUB	C
10	00070657	1,575.00	03/20/20	10197 POWERSCHOOL	C
10	00070658	155.49	03/20/20	160672 PRESTO-X	C
10	00070659	32.83	03/20/20	170029 QUALITY SOUND	C
10	00070660	416.30	03/20/20	30268 SANDY CERNY	C
10	00070661	270.00	03/20/20	10421 SEI SECURITY	C
10	00070662	538.20	03/20/20	8524 SHAYNA CEPEL	C
10	00070663	37,665.84	03/20/20	190390 SHELBY-RISING CITY PUBLIC SCHOOL	C
10	00070664	90.75	03/20/20	190396 SHERWIN WILLIAMS	C
10	00070665	135.00	03/20/20	190693 STANEK FIRE PROTECTION	C
10	00070666	4,586.40	03/20/20	190850 DAS STATE ACCOUNTING-CENTRAL FINANCE	C
10	00070667	109.00	03/20/20	11207 STAYBRIDGE SUITES LINCOLN I-80	C
10	00070668	7,180.08	03/20/20	2720 STREAKWAVE WIRELESS, INC.	C
10	00070669	501.98	03/20/20	191085 SUPER SAVER	C
10	00070670	72.00	03/20/20	9709 TORSH INC	C
10	00070671	50.00	03/20/20	200500 TYPHOON WASH	C
10	00070672	112.25	03/20/20	200606 U & I SANITATION	C
10	00070673	1,347.75	03/20/20	10320 VERIZON WIRELESS	C
10	00070674	200.00	03/20/20	4774 VICKIE L YOUNG	C
10	00070675	280.23	03/20/20	230049 WALMART (SPED)	C
10	00070676	66.11	03/20/20	230048 WAL-MART COMMUNITY/SYNCEB	C
10	00070677	63.56	03/20/20	230051 WALMART COMMUNITY - MIG	C
10	00070678	150.00	03/20/20	8958 WAYNE STATE COLLEGE	C
10	00070679	121.90	03/20/20	230292 WEIDENHAMMER SYSTEMS CORP.	C
10	00070680	510.03	03/20/20	10545 YARIBEY RODRIGUEZ	C
10	00070681	1,159.99	03/20/20	10510 ABBY PFISTER	A
10	00070682	907.93	03/20/20	10030 ANA KAREN GARCIA MEDINA	A
10	00070683	501.40	03/20/20	1082 ANGEL D MAYBERRY	A
10	00070684	777.62	03/20/20	990 BRANDY ROSE	A
10	00070685	616.40	03/20/20	5967 CASSANDRA RUTH	A
10	00070686	717.60	03/20/20	9512 CASSIE KRINGS	A
10	00070687	18.52	03/20/20	7188 CODY NELSEN	A

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00070688	1,003.95	03/20/20	180474 DARLENE RODRIGUEZ	A
10	00070689	378.93	03/20/20	3948 DARUS METTLER	A
10	00070690	708.75	03/20/20	10529 DAVID VANDERHEIDEN	A
10	00070691	548.55	03/20/20	10758 DORI HEITZ	A
10	00070692	741.18	03/20/20	7099 HALEY KUNZE	A
10	00070693	1,157.43	03/20/20	20135 ISAURA BARRETO	A
10	00070694	488.75	03/20/20	8559 JACLYN TERNUS	A
10	00070695	568.10	03/20/20	9580 JASON TROTTER	A
10	00070696	282.90	03/20/20	10952 JENNIFER RIVERA	A
10	00070697	869.93	03/20/20	8540 JOLYNN KAHLANDT	A
10	00070698	59.80	03/20/20	8532 JULIE LAZARCHIC	A
10	00070699	399.63	03/20/20	6459 KAISE RECEK	A
10	00070700	271.40	03/20/20	8516 KATHERINE BOSAK	A
10	00070701	17.25	03/20/20	6205 KATY MCNEIL	A
10	00070702	183.43	03/20/20	100521 KRIS JOHNSON	A
10	00070703	132.25	03/20/20	160636 LARIANNE POLK	A
10	00070704	626.05	03/20/20	7072 LAURA METTLER	A
10	00070705	116.20	03/20/20	10430 LEANNE BLANCHARD	A
10	00070706	694.03	03/20/20	190434 LORI SIMANEK	A
10	00070707	98.90	03/20/20	7161 MAYRA VARGAS	A
10	00070708	829.73	03/20/20	4650 MELINDA VELECELA	A
10	00070709	527.85	03/20/20	8788 NATHALIE VARGAS	A
10	00070710	216.20	03/20/20	160280 PAULA PETERSON	A
10	00070711	1,206.93	03/20/20	5983 RACHEL GARNER	A
10	00070712	158.45	03/20/20	190888 RICHARD STEPHENS	A
10	00070713	439.88	03/20/20	10375 RONELLE JACKSON	A
10	00070714	878.60	03/20/20	10960 ROSA WALDROP	A
10	00070715	833.18	03/20/20	130708 SHARON M BROWN	A
10	00070716	446.78	03/20/20	10740 SHELLI EICKMEIER	A
10	00070717	379.49	03/20/20	10774 TRICIA SPIEKER	A
10	00070718	615.25	03/20/20	230361 WENDY WOLFE	A

Total Bank No 10 700,538.02

Total Manual Checks	.00
Total Computer Checks	679,958.81
Total ACH Checks	20,579.21
Total Other Checks	.00
Total Electronic Checks	.00
Total Computer Voids	.00
Total Manual Voids	.00
Total ACH Voids	.00
Total Other Voids	.00
Total Electronic Voids	.00

Grand Total 700,538.02  
 Number of Checks 141

Batch Yr	Batch No	Amount
20	000172	43,591.10
20	000173	53,072.56
20	000174	95,109.38
20	000178	508,764.98



**PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM  
(EXEMPT)**

This employment contract is made by and between **Educational Service Unit No. 7**, referred to herein as "ESU," and Megan Welch, referred to herein as the "Employee."

WITNESSETH: The ESU agrees to employ the Employee and the Employee agrees to accept such employment subject to the following terms and conditions:

**1. Term of Employment.** This contract shall commence on the 10 day of August, 2020. This contract shall terminate on the 18 day of May, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 185 days of service in any given fiscal year, which is exclusive of holidays.

**2. At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: LMHP. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

**3. Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

**4. Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

**5. Compensation.** The Employee shall be paid an annual salary of \$ 69,500 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$5,791.67 in accordance with ESU's payment practices for professional

staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

**6. Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

**7. Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

**8. Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

**9. Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

- A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
- B. Any arrest for any reason;
- C. Any criminal conviction;
- D. Any sentence of incarceration;
- E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
- F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
- G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

**10. Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of

compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

**11. Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

**12. Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

**13. Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

**14. Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

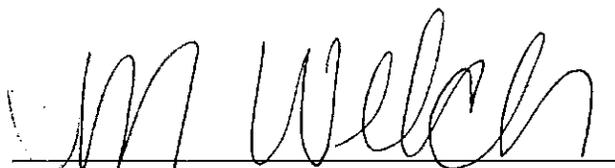
**15. Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed by the Board of ESU7 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary, Board of ESU7

\_\_\_\_\_  
President, Board of ESU7

Executed by the Employee this 10<sup>th</sup> day of March, 2020.

  
Employee

# ***Megan Welch, M.S., LMHP***

118 East 18th St.  
Grand Island, Ne 68801  
(308)550-1015

Email: [mrmeganwelch@gmail.com](mailto:mrmeganwelch@gmail.com)

## **Career Objective**

Obtain a Licensed Mental Health Practitioner career that utilizes my experience working with children, adolescents and adults using a variety of theoretical perspectives in individual, family and group therapy that specializes in improving wellness for all for individual professional, and family dynamics creating long-term outcomes in the educational setting.

## **Professional Skills**

- Compassionate for serving families and children to assist with stabilizing and improving individual and family functioning.
- Works collaboratively with clients to develop treatment plans and goals.
- Strong written and oral communication abilities
- Computer skills; proficient in the use of multiple programs and the internet
- Organized and goal driven
- Highly skilled, Compassionate, Empathetic and Flexible.
- Dedicated to provide exceptional with implementing effective treatment plans for children, adolescents, and families.
- Effective motivator, communicator, and advocate with inherent ability to work with diverse populations.
- Ability to assess safety, diffuse crisis situations, and create safety plans for prevention.
- Team Oriented by establishing and maintaining healthy relationships to collaborate well with local, state, and federal agencies as well as co-workers.
- Ability to use a variety of therapeutic techniques that are individualized for each specific client.
- Adhere to Policies and Procedures
- Strives on positive and developmental feedback

## **Additional Qualifications:**

- Certified Common Sense Parenting Instructor
- CPI-Nonviolent Crisis Intervention 10/9/11
- Standard First Aid- 10/19/11 to current
- CPR/AED-Adult and Child with CPR/Infant-10/9/11 to current
- Provisional Licensed Mental Health Practitioner- 5/8/17 to 8/8/19
- Licensed Mental Health Practitioner- 8/8/19-9/1/2020
- QPR Suicide Prevention Gatekeeper Certified- 8/12/2019
- Foster Care Provider

# ***Megan Welch, M.S., LMHP***

118 East 18th St.  
Grand Island, Ne 68801  
(308)550-1015

Email: [mrmeganwelch@gmail.com](mailto:mrmeganwelch@gmail.com)

## **Education**

### **Bellevue University** (February 2014 to November 2016)

Masters of Science Degree  
Major: Clinical Counseling  
Commencement: 11/30/2016  
GPA: 3.784

### **Wayne State College** (August 2009 to August 2011)

Bachelors of Science Degree  
Major: Human Service Counseling  
Commencement: December 2011  
GPA 3.77

### **Central Community College-Columbus** (August 2007 to May 2009)

Associates of Arts Degree  
Commencement: May 2009  
GPA 3.609

### **Greeley-Wolbach High School** (August 2003 to May 2007)

High School Diploma  
Commencement: May 2007

## **Professional Employment Experience**

### ***Educational Service Unit #9- Licensed Mental Health Practitioner (August 2018- Present)***

*Hastings, NE*

*(402) 463-5611*

- Created and sustained a mental health program initially within 5 school districts (3 schools) the first school year. The second year expanded to adding 2 more school districts while the current added more time causing the program to hire an additional 1.25 therapists.
- Providing individual and group therapeutic sessions based on individual student needs to assist with positive productivity based on mental health well-being in the educational setting specifically for our student population
- Providing direct mental health services to include crisis interventions including reintegration plans for students, Behavioral agreements against self-harm, and safety planning
- Consulting with school administration, school counselors, and staff pertaining coordination with individual student intervention
- Being an advocate for mental health while providing staff development and mental health awareness presentations

## ***Megan Welch, M.S., LMHP***

118 East 18th St.  
Grand Island, Ne 68801  
(308)550-1015

Email: [mrsmorganwelch@gmail.com](mailto:mrsmorganwelch@gmail.com)

- Participate in classroom and environmental observations to assist with student academic performance
- Providing problem solving solutions through use critical thinking focusing on strengths of students
- Completing regular documentation and administrative duties based around counseling sessions and facility expectations
- Implementing various therapeutic techniques/models based on individualized need

***Boys Town Central Nebraska In-Home Family Services Supervisor (May 2015-August 2018)***  
*Grand Island, NE*  
*(308)381-4444*

- Provides in-home intervention to children and their families utilizing a skill based, solution focused model to help families adopt positive solutions to problems through the teaching of skills and behavioral techniques accessing community resources and support.
- Contributes to ongoing program development while assuming responsibility for delivery services to children and families.
- Supervises Consultants in developing, monitoring, and reviewing service plans developed by consultants for children and families as well as developing subsequent plans throughout care.
- Supervises and provides assessment of staff problems and develops strategies to solve them.
- Acts as an advocate for children and families.
- Monitors and ensures that records and documentation, including service plans, forms, reports, case notes, narratives, outcome measures, and demographics, are completed appropriately and on time.
- Assists in accepting and screening referrals to the program.
- Supervises and participates in service planning reviews, progress reviews, staff meetings, and case reviews.
- Ensures an appropriate level of direct contact with families per program requirements, and remains available to staff and families 24/7, for crisis intervention as needed.
- Promotes safety through ongoing training and supervision and promotes culture of professionalism through role modeling, profession, and respect.
- Assumes supervisory and administrative responsibility for the In-Home Family Services.
- Provides and documents on-going and regular supervision to Consultants.
- Assists in screening, hiring, and directing program staff; provides training for staff; provides observation and direction to Consultants while in the field.
- Develops and monitors career path trajectories for Consultants with particular emphasis on educational and experiential requirements necessary to assume the next level of program responsibility.
- Builds and maintains relationships with community funding entities, governmental agencies, service providers, sources of support for families within the community and all program consumers.

## ***Megan Welch, M.S., LMHP***

118 East 18th St.  
Grand Island, Ne 68801  
(308)550-1015

Email: [mrmeganwelch@gmail.com](mailto:mrmeganwelch@gmail.com)

- Develops and maintains effective data collection systems, providing required and appropriate data.
- Establishes and implements systems to predict and prevent potential problems.
- Reviews individual staff data to enhance positive program outcomes.
- Coach and educate staff on Mental Health family dynamics while assisting creating individualized treatment planning based on the family's needs.

***Boys Town Central Nebraska In-Home Family Services Consultant (August 2013- May 2015)***  
*Grand Island, NE*  
*(308)381-4444*

- Provided in-home intervention to children and their families utilizing a skill based, solution focused model to help families adopt positive solutions to problems through the teaching of skills and behavioral techniques accessing community resources and support.
- Developed and maintained effective working relationships with families and with community service resources, including medical professionals, public welfare personnel, lawyers, therapists, law enforcement staff, school officials, neighbors, and religious and youth organization representatives utilizing referral sources as necessary.
- Provided screening and assessment to determine program eligibility and identifies areas to address in the service plan if applicable.
- Assesed and applied training and support in the development and utilization of functional skills to families with problems and individuals associated with the families.
- Assessed problems and provided care to youth and families; monitors individual and family progress in the attainment of predetermined goals providing regular review and update of service plans.
- Maintained appropriate level of direct contact with families per program requirements, and remains available to families 24/7, for crisis intervention as needed.
- Provided consumers, including school personnel and others working with children served by the program, with training in the management of difficult behaviors.
- Promoted family self-determination by assisting families with identifying and accessing community services and resources.
- Educated families on the needs of good physical health, quality medical attention and preventive health care.
- Assisted families in building on their spiritual and religious beliefs or practices as a source of strength to reach their goals.
- Met with families and children at various locations; utilizes my own vehicle to travel to work destinations and to transport youth as authorized.
- Completed administrative functions for IHFS. Prepared and submitted reports and recommendations concerning case load status, budget requests, changes in service plans, and any unusual incidents that occur in the operation of the program.
- Reported any critical incidents involving family members or staff according to standard reporting guidelines.
- Prepared proper documentation and service plans in a timely manner as defined by the

## ***Megan Welch, M.S., LMHP***

118 East 18th St.  
Grand Island, Ne 68801  
(308)550-1015

Email: [mrmeganwelch@gmail.com](mailto:mrmeganwelch@gmail.com)

program.

- Conducting individualized, prioritized, and focused plans for services delivered to a child and family.
- Ensured compliance with all contractual, regulatory, programs, and accrediting body standards.
- Adhered to administering the Boys Town In-Home Model and Principles of behavior.

### ***Boys Town Intervention and Assessment Youth Care Worker (October 2011-August 2013)*** ***Internship August 2011-October 2011***

*Grand Island, NE*

*(308)381-4444*

- Assisted in the supervision and training of at-risk youth in the Intervention and Assessment program.
- Assessed and monitored youth skills and progress to determine skill development needs and priorities.
- Utilize the Boys Town Model to teach and monitor behaviors and skills in accordance with each individual's service plan based around areas of independent living skills, social skills, personal hygiene, behavioral issues, and interaction with peers.
- Taught youth social skills based on their individualized treatment plan.
- Monitored safety at all times while reporting to necessary staff of concerns.
- Observes and supports each youth's academic performance to encourage educational success.
- Responsible for transporting youth to activities such as school, appointments, and outings.
- Participated in mediation and planning conferences with youth and their families and assisted in processing documents for youth intake and departure, progress summaries, and incident reports.
- Provide feedback utilizing a cognitive/behavioral based program.
- Implemented the Boys Town Intervention and Assessment model while adhering to policies, procedures, and reporting guidelines.

### ***Golden Living Center-Housekeeping (May 2010-August 2010)***

*Fullerton, NE (308)536-2488*

- Assisted residents with housekeeping.
- Assisted residents with daily living skills.
- Followed Policies and Procedures.
- Assisted with improving Residents daily living environment.
- Housekeepers sanitize and clean environments.
- Duties include making beds, changing linens, cleaning floors, vacuuming carpets, restocking supplies, using disinfectants, and applying infection-control policies.

### ***ESU #1 Tower School Level III Program- Volunteer (August 2009-December 2009)***

# ***Megan Welch, M.S., LMHP***

118 East 18th St.  
Grand Island, Ne 68801  
(308)550-1015

Email: [mrmeganwelch@gmail.com](mailto:mrmeganwelch@gmail.com)

## ***Wayne NE (402) 375-3005***

- Provide focus on behavior modification, social skills, functional skills, daily living skills, job skills, transition skills.
- Assisted with preparing students to be contributing members of society and experience success in a variety of settings.
- Tutored students with homework
- Created alliances and rapport with students
- Utilized the ability to be patient and understanding

## ***Central Community College-Resident Assistant (August 2008 to May 2009)***

***Columbus, NE (402)564-7132***

- Assisted students with specific needs.
- Supervised a living area within the dorm.
- Utilized my knowledge as a source of information about college procedures, policies, and services.
- Accepted this position to be a responsible, flexible, sensitive person capable of meeting student needs and acting in the best interest of the college.

## ***Central Community College-Athletic Department (August 2007 to May 2008)***

***Columbus, NE (402-564-7132)***

- Helped as an assistant coach the Columbus High School softball team
- Answered phones and directed calls to appropriate athletic program
- Graded and checked papers for errors and accuracy
- Addressed and sent corresponds to athletic recruits
- Held responsibility for college volleyball and basketball statistics.

## ***Megan Welch, M.S., LMHP***

118 East 18th St.  
Grand Island, Ne 68801  
(308)550-1015

Email: [mrsmorganwelch@gmail.com](mailto:mrsmorganwelch@gmail.com)

# **Professional References:**

### **Jen McNally, LIMHP, CCTP-II**

*Educational Service Unit #5  
Mental Health Program  
Coordinator/Psychotherapist  
900 W Court St  
Beatrice, Nebraska 68310  
[jmcnally@esu5.org](mailto:jmcnally@esu5.org)  
(402)432-0053*

### **Drew Harris**

*Education Service Unit #9  
Administrator  
5807 Osborne Drive West  
Hastings, Nebraska 68901  
[drew.harris@esu9.us](mailto:drew.harris@esu9.us)  
(402)463-5611*

### **Joe Haney**

*Education Service Unit #9  
Special Services Director  
5807 Osborne Drive West  
Hastings, Nebraska 68901  
[joe.haney@esu9.us](mailto:joe.haney@esu9.us)  
(402)463-9555*

### **Liesel Hogan, LIMHP**

*Education Service Unit #9  
School Licensed Mental Health Practitioner  
5807 Osborne Drive West  
Hastings, Nebraska 68901  
[liesel.hogan@esu9.us](mailto:liesel.hogan@esu9.us)  
(402)984-9488*

### **Emily Hoegh, PLMHP**

*Giltner Public School  
PK-12 School Counselor  
2 W 6th Rd  
Giltner, Nebraska 68841  
[ehoegh@giltnerschool.us](mailto:ehoegh@giltnerschool.us)  
(402)802-6357*

### **Sheila Hasenkamp**

*Aurora Public School  
High School Counselor  
300 L Street  
Aurora, Nebraska 68818  
[shasenkamp@4rhuskies.org](mailto:shasenkamp@4rhuskies.org)  
(785)285-1873*

### **Lindsay Friesen, LIMHP**

*Private Licensed Independent Mental Health  
Practitioner  
4012 Boston Circle  
Grand Island, Nebraska 68803  
[mattlindsay@gmail.com](mailto:mattlindsay@gmail.com)  
(308)379-3905*

### **Crystal Van Winkle, LMHP**

*Grand Island Public Schools Skills Academy  
Licensed Mental Health Practitioner  
4111 W 13th St.  
Grand Island, Nebraska 68803  
[cvanwinkle@gips.org](mailto:cvanwinkle@gips.org)  
(308)390-9745*

**CONTRACT OF EMPLOYMENT WITH ADMINISTRATOR OF**

**EDUCATIONAL SERVICE UNIT 7**

**COLUMBUS, NEBRASKA**

**THIS CONTRACT OF EMPLOYMENT** is made by and between the Board of Educational Service Unit 7 (ESU 7), hereinafter referred to as "the Board", and Larianne Polk hereinafter referred to as "the Administrator".

**WITNESSETH:** That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 16th day of March, 2020 the Board hereby agrees to employ the Administrator, and the Administrator hereby agrees to accept such employment subject to the following terms and conditions:

**Section 1. Term of Contract.** The Administrator shall be employed for a period of two (2) years, beginning on the 1<sup>st</sup> day of July 2020, and expiring on the 30th day of June 2022, excluding Saturdays, Sundays and legal holidays. A "contract year" for purposes of this Contract shall be from July 1 to June 30. A provision for an annual extension of the contract is provided as follows:

**Administrator's Notice of Intent to Extend.** The administrator shall, between December 1 and December 31 of each contract year, give the President of the Board an "Administrator's Notice of Intent to Extend," which is a written notice that the Administrator intends to extend the Contract which allows the Board of Education to renew this contract for a new period, up to three years, and make adjustments on the annual total compensation each year of the contract as stated in Section 2 of this contract. In the event a Administrator's Notice of Intent to Extend is not given within the specified time, the Contract may not be extended.

**Board Action on Notice of Intent to Extend.** In the event the Board has received an Administrator's Notice of Intent to Extend, the Board shall have until, on, or before February 16th of each year to give a Notice of Intent to Not Extend. In the event the Board does not give a Notice of Intent to Not Extend, or of a notice of possible non-renewal or cancellation, the Contract shall be extended for an additional term of at least one (1) contract year.

**Notice of Non-Renewal.** The failure to extend does not automatically affect a non-renewal of the Contract. The deadline to give a notice of non-renewal is, by law, April 15th.

At the time of each contract renewal and/or amendment, the Administrator shall be responsible for taking all necessary steps to insure that ESU 7 has complied with the Superintendent Pay Transparency Act.

**Section 2. Total Compensation:**

**Salary.** The annual salary for the 2020-2021 contract year shall be: \$184,998.40. The annual salary for the second and any subsequent year of this contract will be set by the Board no later than the regular meeting of the board for the month of March (unless alternate date is determined by mutual agreement of Board and Administrator). Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the Educational Service Unit. The Board retains the right to adjust the Administrator's annual salary upward during the

term of this Contract, as an amendment hereto, without such adjustment constituting a new contract or extending the length of this Contract. The Administrator's salary shall not be reduced during the term of this Contract.

In consideration of this annual salary, the Administrator agrees to perform faithfully, duties of the Administrator in and for the Educational Service Unit as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder.

**Fringe Benefits.** The Administrator may elect to receive health insurance benefits consisting of full single health/dental insurance in a premium contribution by Educational Service Unit 7 to the health/dental insurance carrier selected by Educational Service Unit 7, in an amount not to exceed \$8,563.92; LTD Premium reimbursement: \$721.49, Life Insurance: \$66.00.

**Leave Benefits.** For the purpose of this section, the term "working days" shall not include any Saturday, Sunday, legal holiday, or break as indicated on Educational Service Unit Board approved calendar. Paid leave is available to the Administrator when the following specific conditions are met: (1) the Administrator is currently employed by ESU 7 and (2) the paid leave day is taken on a day Administrator would otherwise be expected to be at work. The Administrator shall report earned leave and usage to the Board no less than two (2) times annually.

(a) **Vacation Leave:** The Administrator shall earn 20 working days of paid vacation leave per ESU 7 policy 3.15.02 to be used in a manner and at times selected by the Administrator.

(b) **Sick Leave:** The Administrator shall be entitled to 12 annual sick leave days during each year of this contract accumulating to 55 days.

(c) **Personal Leave:** The Administrator may receive up to 2 personal days each Contract year per Board Policy 3.05. Personal leave days may be used at the Administrator's sole discretion, provided that the Administrator makes reasonable efforts not to use them when such use would interfere with the Administrator's ability to attend the Board's meetings.

**Meetings and Dues:** The Administrator shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Administrator's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by ESU 7 consistent with Board policies. In addition, ESU 7 shall pay the Administrator's annual dues to the following organizations: Nebraska Council of School Administrators (NCSA) and American Association of School Administrators (AASA). The Board may pay dues for other professional organizations suitable for the Administrator position upon the Administrator's request.

**Transportation.** The reasonable and necessary expenses of transportation required in the performance of Administrator's official duties shall be reimbursed at the rate set by the Board for ESU 7 travel.

**Indemnification.** ESU 7 shall, to the extent permitted by law, defend, hold harmless, and indemnify the Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Administrator in the Administrator's individual capacity or the Administrator's official capacity as an agent or employee of ESU 7, provided that the incident arose while the Administrator was acting (or, in good faith, reasonably believed that the Administrator was acting) within the scope of the Administrator's employment with ESU 7 and ESU 7 is not in an adverse position in the legal

proceedings. This provision shall not apply to criminal proceedings against the Administrator and shall not obligate ESU 7 beyond any applicable insurance coverage ESU 7 has available.

**Section 3. Professional Status.** The Administrator hereby affirms that the Administrator is not under contract with another school board or educational service unit covering any part of or all of the same terms provided in this Contract. The Administrator further affirms that throughout the term of this Contract she will hold a valid and appropriate certificate to act as an Educational Service Unit Administrator in the State of Nebraska.

**Section 4. Administrator's Duties.** The Administrator agrees to perform faithfully the duties of the position as prescribed by the laws and regulations of the State of Nebraska; the policies, rules and regulations promulgated by the Board; the Administrator Job Description; and the directives of the Board.

**Section 5. Board - Administrator Relationship.** The Board shall have primary responsibility for formulating (in collaboration with the Administrator) and adopting Board policy. The Administrator shall be the chief administrative officer for the Educational Service Unit, and shall have primary responsibility for implementation of Board policy. The Administrator shall be responsible for development of regulations and rules consistent with Board policy and shall communicate with the board about these regulations and rules. In the absence of Board policy on matters which require prompt action, the Administrator shall have the authority to act using the Administrator's professional judgment and consistent with legal requirements; provided that the Administrator shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, not to interfere with or usurp the duties or responsibility of the other party. The Board, individually and collectively, will promptly refer all criticisms, complaints, and suggestions called to its attention to the Administrator for action, study and/or recommendation, as appropriate.

**Section 6. Evaluation of the Administrator.** The Administrator shall be evaluated once during each contract year, unless the Board deems additional evaluations appropriate as per ARTICLE 1, SECTION 6C DUTY AND FUNCTION OF THE ADMINISTRATOR. The Administrator shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Administrator's personnel file. The Administrator shall notify the President of the Board to remind the Board of the need to evaluate.

**Section 7. Contract Termination.** Throughout the term of this Contract the Administrator may be discharged if she materially breaches any provision of this Contract, or performs any act which substantially inhibits her ability to discharge her duties as Administrator, including, but not limited to: (a) upon cancellation, termination, revocation, or suspension of the Nebraska Administrative and Supervisory Certificate, or the Nebraska Professional Administrative and Supervisory Certificate by the State Board of Education; (b) breach of any of the material provisions of this Contract; (c) for any of the reasons set forth in this employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) physical or mental incapacity; or (i) conviction of a felony. The procedures for cancellation during the term of the contract shall be in accordance with the applicable Nebraska Revised Statutes.

**Section 8. Compensation upon Termination and Credit for Accrued Vacation.** Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract shall be refunded by the Administrator.

Upon termination or expiration of this Contract, the Administrator shall be entitled to compensation for all unused accrued vacation leave at the current salary.

**Section 9. No Penalty for Release or Resignation.** There shall be no penalty for release or resignation by the Administrator from this Contract; provided no resignation shall become effective until expiration of the Contract unless accepted by the Board and the Board shall fix the time at which the resignation shall take effect.

**Section 10. Disability.** Should the Administrator be unable to perform her duties by reason of illness, accident or other disability beyond her control, and such disability shall continue for more than six (6) continuous months, or if such disability is permanent, irreparable, or of such a nature as to make performance of her duties impossible, the Board may in its discretion terminate this Contract, whereupon the respective rights, duties, and obligations of the parties hereunder shall terminate.

**Section 11. Deductions.** This Contract shall conform to the statutes and regulations governing deductions from compensation. ESU 7 shall withhold other deductions as the Administrator and Board may agree.

**Section 11. 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 Contract.

**Section 12. Amendments to be in Writing.** This Contract may be modified or amended only by a writing duly authorized and executed by the Administrator and the Board.

**Section 13. Severability.** If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract on the date indicated below.

Executed by the Board this 16th day of March, 2020.

---

President, Educational Service Unit 7 Board

---

Secretary, Educational Service Unit 7 Board

Executed by the Administrator this 16<sup>th</sup> day of March, 2020.

---

Larianne Polk

## Section 2 - Section 504 Compliance

### Article V, Section 2 Section 504 Compliance

#### A. Purpose (34 CFR 104.3)

- a. The purpose of this policy is to effectuate Section 504 of the Rehabilitation Act of 1973, which is designed to eliminate discrimination on the basis of handicap in any program or activity receiving Federal financial assistance. Compliance with this policy will also effectuate compliance with the Americans with Disabilities Act (ADA).

#### B. Definitions (34 CFR 104.3)

- a. "Handicapped persons" means any person who (1) has a physical or mental impairment which substantially limits one or more major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment.
- b. "Major life activities" means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
- c. Qualified handicapped person means:
  - i. With respect to employment, a handicapped person who, with reasonable accommodation, can perform the essential functions of the job in question.
  - ii. With respect to educational services, a handicapped person (a) of an age during which non-handicapped persons are provided such services, (b) of any age during which it is mandatory under state law to provide such services to handicapped persons, or (c) to whom a free appropriate public education is required to be provided.
  - iii. With respect to other services, a handicapped person who meets the essential eligibility requirements for the receipt of such services.

#### C. Discrimination Prohibited (34 CFR 104.4)

- a. No qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the ESU.

#### D. Voluntary Action and Self-Evaluation (34 CFR 104.6)

- a. Voluntary action. The ESU may take steps, in addition to any action that is required by this policy, to overcome the effects of conditions that results in limited participation in the ESU's program or activity by qualified handicapped persons.
- b. Self-evaluation. The ESU shall: (a) evaluate, with the assistance of interested persons, including handicapped persons or organizations representing handicapped persons, its current policies and practices and the effects thereof that do not or may not meet the requirements of this policy; (b) modify, after consultation with interested persons, including handicapped persons or

organizations representing handicapped persons, any policies and practices that do not meet the requirements of this policy; and (c) take, after consultation with interested persons, including handicapped persons or organizations representing handicapped persons, appropriate remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices.

- c. The ESU shall, for at least three years following completion of the evaluation, maintain on file, make available for public inspection, and provide to the Assistant Secretary for Civil Rights of the Department of Education upon request: (i) a list of the interested persons consulted, (ii) a description of areas examined and any problems identified, and (iii) a description of any modifications made and of any remedial steps taken.

E. 504 Coordinator (34 CFR 104.7)

- a. The ESU has designated the Administrator as its Section 504 Coordinator for employees. The ESU has designated the Director of Special Education as its Section 504 Coordinator for students. As required by law, these persons shall coordinate the ESU's efforts to comply with Federal Law.

F. 504 and ADA Complaint Procedures (34 CFR 104.7)

- a. The following grievance procedure shall be used to provide for the prompt and equitable resolution of complaints alleging any action prohibited by this policy and for the resolution of complaints of alleged violations of Section 504 or the ADA:
  - i. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
  - ii. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
  - iii. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
  - iv. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
  - v. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.

In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

G. Notice (34 CFR 104.8)

- a. The ESU shall take appropriate steps to notify participants, beneficiaries, applicants, and employees, including those with impaired vision or hearing, that it does not discriminate on the basis of handicap in violation of State or Federal law, including Section 504. The notification shall state, where appropriate, that the ESU does not discriminate in admission or access to, or treatment or employment in, its programs and activities.
- b. The notification shall also include an identification of the responsible employee designated **as coordinator above**. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in the ESU's publication, and distribution of memoranda or other written communications.
- c. If the ESU publishes or uses recruitment materials or publications containing general information that it makes available to participants, beneficiaries, applicants, or employees, it shall include in those materials or publications a statement that the ESU does not discriminate on the basis of handicap in violation of State or Federal law, including Section 504.

H. Employment Practices Discrimination Practices Prohibited (34 CFR 104.8)

a. General

- i. No qualified handicapped person shall, on the basis of handicap, be subjected to discrimination in employment under any program or activity to which this policy applies.
- ii. The ESU shall take positive steps to employ and advance in employment qualified handicapped persons in programs that receive assistance under the special education laws.
- iii. The ESU shall make all decisions concerning employment under any program or activity to which this policy applies in a manner which ensures that discrimination on the basis of handicap does not occur and may not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of handicap.
- iv. The ESU will not participate in a contractual or other relationship that has the effect of subjecting qualified handicapped applicants or employees to discrimination prohibited by this policy.

b. Specific Activities.

- i. The provisions of this policy apply to: (1) recruitment, advertising, and the processing of applications for employment; (2) hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring; (3) rates of pay or any other form of compensation and changes in compensation; (4) job assignments, job classifications, organizational structures, position descriptions, lines of responsibility; (5) leaves of absence, sick leave, or any other leave; (6) fringe benefits available by virtue of employment, whether or not administered by the ESU; (7) selection and financial support for training, including, professional meetings, conferences, and other related activities; (8) employer sponsored activities, including social or recreational programs; and (9) any other term, condition, or privilege of employment.
- c. Collective Bargaining Agreement Superseded.
  - i. The ESU's obligation to comply with this policy is not affected by any inconsistent term of any collective bargaining agreement to which it is a party.
- d. Reasonable Accommodation (34 CFR 104.12)
  - i. The ESU shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the ESU can demonstrate that the accommodation would impose an undue hardship on the operation of its program.
  - ii. Reasonable accommodation may include: (a) making facilities used by employees readily accessible to and usable by handicapped persons, and (b) job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.
  - iii. In determining whether an accommodation would impose an undue hardship on the operation of the ESU's program, factors to be considered include: (a) the overall size of the ESU's program with respect to number of employees, number and type of facilities, and size of budget; (b) the type of the ESU's operation, including the composition and structure of the ESU's workforce; and (c) the nature and cost of the accommodation needed. The ESU may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.
- e. Employment Criteria (34 CFR 104.13)
  - i. The ESU will not make use of any employment test or other selection criterion that screens out or tends to screen out handicapped persons or any class of handicapped persons unless: (a) the test score or other selection criterion, as used by the ESU, is shown to be job-related for the position in question, and (b) alternative job-related tests or criteria that do

not screen out or tend to screen out as many handicapped persons are not available.

- ii. The ESU shall select and administer tests concerning employment so as best to ensure that, when administered to an applicant or employee who has a handicap that impairs sensory, manual, or speaking skills, the test results accurately reflect the applicant's or employee's job skills, aptitude, or whatever other factor the test purports to measure, rather than reflecting the applicant's or employee's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).
- f. Pre-employment Inquiries (34 CFR 104.14)
- i. Except as provided below, the ESU will not conduct a pre-employment medical examination or make pre-employment inquiries of an applicant as to whether the applicant is a handicapped person or as to the nature or severity of a handicap. The ESU may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions.
  - ii. When the ESU is taking remedial action to correct the effects of past discrimination or voluntary action to overcome the effects of conditions that resulted in limited participation in its federally assisted program or activity, or when the ESU is taking affirmative action, the ESU may invite applicants for employment to indicate whether and to what extent they are handicapped. To take such action, the ESU must: (a) state clearly on any written questionnaire used for this purpose, or make clear orally if no written questionnaire is used, that the information requested is intended for use solely in connection with its remedial action obligations or its voluntary or affirmative action efforts; and (b) state clearly that the information is being requested on a voluntary basis, that it will be kept confidential, that refusal to provide it will not subject the applicant or employee to any adverse treatment, and that it will be used only in accordance with this policy.
  - iii. Nothing in this section shall prohibit the ESU from conditioning an offer of employment on the results of a medical examination conducted prior to the employee's entrance on duty, provided that: (a) all entering employees are subjected to such an examination regardless of handicap, and (b) the results of such an examination are used only in accordance with the requirements of this policy.
  - iv. Information obtained in accordance with this section as to the medical condition or history of the applicant shall be collected and maintained on separate forms that shall be accorded confidentiality as medical records, except that: (a) supervisors and managers may be informed regarding restrictions on the work or duties of handicapped persons and regarding necessary accommodations; (b) first aid and safety personnel may be informed, where appropriate, if the condition might require emergency

treatment; and (c) government officials investigating compliance with the Act shall be provided relevant information upon request.

I. Program Accessibility

a. Discrimination Prohibited (34 CFR 104.21)

- i. No qualified handicapped person shall, because the ESU's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which this policy applies.

b. Existing Facilities (34 CFR 104.22)

- i. Program accessibility. The ESU shall operate each program or activity to which this policy applies so that the program or activity, when viewed in its entirety, is readily accessible to handicapped persons. The ESU is not required to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.
- ii. Methods. The ESU is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with program accessibility. In choosing among available methods for meeting the requirement of program accessibility, the ESU shall give priority to those methods that offer programs and activities to handicapped persons in the most integrated setting appropriate.
- iii. Transition plan. In the event structural changes to facilities are necessary to meet the requirement of program accessibility, the ESU shall develop a transition plan setting forth the steps necessary to complete such changes. The plan shall be developed with the assistance of interested persons, including handicapped persons or organizations representing handicapped persons. A copy of the transition plan shall be made available for public inspection. The plan shall, at a minimum: (a) identify physical obstacles in the ESU's facilities that limit the accessibility of its program or activity to handicapped persons; (b) describe in detail the methods that will be used to make the facilities accessible; (c) specify the schedule for taking the steps necessary to achieve full program accessibility and, if the time period of the transition plan is longer than one year, identify the steps that will be taken during each year of the transition period; and (d) indicate the person responsible for implementation of the plan.
- iv. Notice. The ESU shall adopt and implement procedures to ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of services, activities, and facilities that are accessible to and usable by handicapped persons.

c. New Construction (34 CFR 104.23)

- i. Each facility or part of a facility constructed by, on behalf of, or for the use of the ESU shall be designed and constructed in such manner that the

facility or part of the facility is readily accessible to and usable by handicapped persons.

- ii. Each facility or part of a facility which is altered by, on behalf of, or for the use of the ESU after the effective date of this policy in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by handicapped persons.

J. Program Accessibility to Students (34 CFR 104.32 to .38)

- a. As and to the extent the services to a qualified handicapped student are the responsibility of the ESU, the services are to:
  - i. be in conformance with the 504 Plan developed by the 504 team for the student by the school in which the student is enrolled, and
  - ii. afford handicapped students an equal opportunity for participation in programs and services without discrimination on the basis of handicap.

Legal Reference:	Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq. ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq. Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§48-1101 to 48-1126
Date of Adoption:	March 16, 2020

## Section 504 SELF-EVALUATION GENERAL REQUIREMENTS

A self-evaluation must be prepared by the recipient in consultation with individuals with disabilities or organizations representing them.

Recipients with 15 or more employees must keep on file for at least three years:

- A list of interested persons consulted;
- A description of areas examined and any problems identified; and
- A description of modifications made and remedial steps taken.

### ELEMENTS

- Evaluation of current policies and practices relative to the 504 regulations.
- Modification of any policies and practices that do not meet the 504 requirements.
- Corrective action to remedy any discrimination found. AREAS TO BE EVALUATED (All areas listed below may not apply)
- Buildings or facilities for physical accessibility.
- Program outreach and communication.
- Employment (including pre-employment) non-discrimination.
- Complaint processing procedures.

SELF-EVALUATION FOR COMPLIANCE WITH SECTION 504  
FEDERALLY CONDUCTED PROGRAMS

**I. Introduction**

Educational Service Unit 7 (ESU 7) evaluates its own activities for compliance with the 1978 amendments to Section 504. What follows is a self-evaluation tool to determine their current level of compliance as well as identify areas of potential non-compliance that need to be addressed.

A. Office/Program to be evaluated:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

B. Individual completing evaluation:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

C. Disabled individual(s) assisting in the completion of the self-evaluation:

- *Note: The person assisting in the completion of the self-evaluation may be a person with an actual disability or a person affiliated with an agency that represents or is an advocate for disabled persons.*

Name(s): \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**II. Administrative Practices**

A. Staff information:

List steps to be taken to ensure that all ESU 7 staff will be informed periodically of, and understand fully, the policy of nondiscrimination on the basis of disability. (Article V, 1. A)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1. Do your organization's policies include a grievance procedure for disabled persons (employees and/or the general public)?

- No
- Yes

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Contracts and agreements:

1. Are entities with which you hold contracts and agreements aware of your policy of nondiscrimination on the basis of disability?

- No
- Yes

How? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### III. Recruitment, Advertisement and Public Information

A. Do you engage in any of the following kinds of activities to invite program participants or otherwise inform persons about the services provided?

Oral presentations/orientations:

- No
- Yes

Printed materials

- No
- Yes

Printed informational materials

- No
- Yes

Advertisements (radio, newspaper, etc.)

- No
- Yes

B. Do all materials and advertisements include a notice that you do not discriminate against persons with disabilities?

- No
- Yes

C. Is the general public notified of the existence and location of services, activities and facilities that are accessible to persons with disabilities?

- No

Yes

How? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. If "outside" persons or organizations are involved in your recruitment, advertisement or information efforts, are they informed of your nondiscrimination policy?

No  
 Yes

How? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Do all public information materials "pass" the Printed Program Announcements Checklist (see Attachment 1)?

No  
 Yes

If no, list steps which need to be taken to ensure that all materials are modified accordingly:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Are public information materials usable by persons with different kinds of disabilities? Are they being sent to or otherwise reaching persons with varying disabilities? In completing this section, use the Information Dissemination Checklist (see Attachment 2). List below the kinds of materials which are not accessible, the population they are not accessible to, and the steps needed to make them accessible.

Media Type	Target Population	Problem/Solution
_____	_____	_____
_____	_____	_____
_____	_____	_____

G. Are articles on the accomplishments of participants with disabilities publicized in the agency's publication?

No  
 Yes

How? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

H. Are organizations representing persons with disabilities contacted for advice, technical assistance and referrals?

- No
- Yes

How? \_\_\_\_\_  
\_\_\_\_\_

#### IV. Program Accessibility

A. Are inquiries made regarding disability status in order to make accommodations for persons with disabilities?

- No
- Yes

B. Is the information requested voluntarily, not used to affect any disabled person adversely, and kept confidential?

- No
- Yes

C. Is there an orientation program for new participants?

- No
- Yes

D. Have steps been taken to ensure that persons with visual and hearing impairments can understand the information, communicate with the staff and use the written materials provided during the orientation?

- No
- Yes

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E. Do you have a TDD (Telecommunications Device for the Deaf) installed?

- No
- Yes

If yes, what is the number? \_\_\_\_\_

Is the TDD number communicated to the public?

- No
- Yes

Is the TDD number included on all correspondence?

- No
- Yes

F. List the specific activities that comprise your program: (e.g., training, Level III Special Ed program, customer pick up/drop off):

_____	_____
_____	_____
_____	_____
_____	_____

G. For each activity listed above, list those that are, or have the potential to be, inaccessible to persons with disabilities:

Activity	Reason
_____	_____
_____	_____
_____	_____
_____	_____

H. Describe steps to be taken to attain accessibility of those activities identified in "G" above (ie. special tools or equipment, modification of equipment, renovation of facility, moving program to another facility, etc.)

Activity	Reason
_____	_____
_____	_____
_____	_____
_____	_____

I. Has a method been implemented for soliciting voluntary indications of disability status and requests for accommodations, i.e., channels for a disabled person to bring his or her disability to the attention of management?

- No
- Yes

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

J. From the following list of possible reasonable accommodations, check those which you would be willing to make for disabled program participants:

- Modifying written materials
- Modifying meeting rooms
- Making facilities accessible
- Adjusting work schedule
- Providing assistive devices
- Providing readers and interpreters
- Adopting flexible policies
- Reassigning and retraining participants
- Eliminating transportation barriers

- Others, depending on the person's particular disability

**V. Facilities**

A. List all facilities, or portions of facilities, used to conduct your program.

Facility	Address
_____	_____
_____	_____
_____	_____
_____	_____

B. Using Site Accessibility Checklist (Attachment 3), complete onsite facility assessment.

C. Identify the person or agency who will be responsible for developing and implementing a corrective action plan for the elimination of the barriers identified in "B" (1 and 2) above.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**VI. Employment Practices**

**A. Recruitment**

1. Are disabled employees featured in promotional and recruitment advertising?

- Yes
- No
- N/A

2. Are contacts maintained with educational institutions which train persons with disabilities?

- Yes
- No
- N/A

3. Are organizations which represent persons with disabilities contacted for advice, technical assistance and referrals?

- Yes
- No
- N/A

4. Does all recruitment literature indicate that the program does not discriminate on the basis of disability?
- Yes
  - No
  - N/A

**B. Job Vacancies**

1. Are all vacancy announcements reviewed to ensure that physical, mental and communication requirements are job related and accurately reflect job functions?
- Yes
  - No
  - N/A
2. Are managers willing to consider reasonable accommodations for the disabilities of otherwise qualified applicants?
- Yes
  - No
  - N/A

PRINTED PROGRAM ANNOUNCEMENTS CHECKLIST

**Location:**

- Are posters placed in physically accessible locations?
- Can small print of posted announcements be read from a wheelchair?
- Can copies of written materials be reasonably obtained by individuals with disabilities?
- Have disability groups been included in the dissemination process?

**Printing:**

- Are all words clearly legible?
- Would color blind individuals be able to distinguish all content?

**Graphics:**

- Are representations of disabled individuals free of patronizing stereotypes?
- Do graphics permit easy reading of content?

**Content:**

- Is all necessary program information included?
- Are procedures for providing program access to disabled individuals stated clearly?
- Is the 504 contact person's name, address and phone number listed?

Attachment 2

	Target Population				
	Hearing Impaired	Visually Impaired	Mobility Impaired	Homebound/ Institution	Mentally Retarded
<b>Print Media</b> (list Names as appropriate)					
<b>Brochure</b>					
<b>Poster</b>					
<b>Annual Report</b>					

**\*\*Note: The goal is to develop a standard dissemination process that provides access to program information for qualified persons with disabilities.**

SITE ACCESSIBILITY CHECKLIST

This checklist is intended to be used as a relatively quick and easy guide to determine a building's physical accessibility.

Comments should be made on all "no" answers, and should include alterations that can or will be made, any insurmountable obstacles to accessibility, or other relevant circumstances and considerations.

**Parking:**

Does the facility have designated parking spaces for disabled individuals?

- Yes
- No

Are spaces of adequate width (13 feet)?

- Yes
- No

Are the spaces marked with the universal access symbol?

- Yes
- No

Are they near the building's entrance?

- Yes
- No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Building Entrance:**

Is the main entryway wheelchair-accessible? (level entry or properly sloped ramp; 32"wide, non-revolving door)

- Yes
- No

If not, is there a reasonable alternative entry?

- Yes
- No

Is the entry relatively free of obstacles? (clear paths for wheelchair users and blind persons)

- Yes
- No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Meeting Rooms:**

Can all rooms to be used for meetings or meals be reached without using steps or escalators?

- Yes
- No

If room changes are required between sessions, are pathways accessible? (36" wide hallways, free of obstacles)

- Yes
- No

Are doorways wide enough to accommodate a wheelchair?

- Yes
- No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Facilities:**

Are restrooms wheelchair-accessible? (adequate floor space for wheelchair; grab bars, Paper products, lavatories at proper height; extended faucet handles)

- Yes
- No

Are paths to the restrooms accessible?

- Yes
- No

Are drinking fountains wheelchair accessible?

- Yes
- No

Can telephones be used from a wheelchair?

- Yes
- No

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MEETING LOGISTICS CHECKLIST

**Room Arrangement:**

Are aisles of adequate width and free of obstruction?

- Yes
- No

Does the seating plan provide adequate space for users of wheelchairs, canes or walkers?

- Yes
- No

Have seats near the front been reserved for partially sighted individuals?

- Yes
- No

Are tables containing informational materials or refreshments accessible?

- Yes
- No

If an interpreter is to be used, is there a clear line of vision for those using the service?

- Yes
- No

**Meals (Level III programs and on campus events when meals are provided):**

Can the eating site be reached by disabled individuals with reasonable effort?

- Yes
- No

Has adequate time allowed for getting to and from the site?

- Yes
- No

Have arrangements been made for any special meals?

- Yes
- No

**Training:**

Have training materials been prepared or other accommodations made for individuals who are visually or hearing impaired?

- Yes
- No

Does the schedule allow adequate time for mobility impaired individuals to change rooms between sessions as needed?

- Yes
- No

## **Article V, Section 7, A Procedures for Control of Infectious Diseases**

It shall be the policy of Educational Service Unit 7 to adopt an Exposure Control Plan for the purpose of eliminating or minimizing student and employee exposure to job related risks associated with bloodborne pathogens. It is the further purpose of this policy to provide a legal and structural framework in which the administration shall develop procedures and practices for the purposes such as, but not limited to, identifying employees with occupational exposure risks from bloodborne pathogens, informing such employees of such risks, informing such employees of their rights, implementing methods of record keeping, and implementing practices to minimize or eliminate, where possible, risks to employees from bloodborne pathogens. "Employee" as used herein does not include volunteers, trainees other than student teachers assigned to ESU 7, under the supervision of ESU 7, or independent contractors. "Student" as used herein shall mean a student attending one of the ESU programs located on ESU 7 Campus.

### **1. Students**

- a. Students will be excluded from school for the following communicable diseases. Each of the communicable diseases listed below has a period for exclusion.

- i. Measles (Rubeola): Students may return to school the fifth day after the onset of the rash. The State Health Department must be notified immediately. Students who are at risk of contracting the disease (who have not been adequately immunized against measles) will be excluded or served in another manner for the duration of the measles outbreak.
- ii. Three Day Measles (Rubella): Students may return to school seven days after the onset of the rash. The State Health Department must be notified immediately. Students who are at risk of contracting the disease (who have not been adequately immunized against rubella) will be excluded or served in another manner for the duration of the rubella outbreak.
- iii. Mumps: Students may return nine days after the onset of Parotid swelling. The State Health Department must be notified immediately.
- iv. Chicken Pox (Varicella): Students may return to school seven days after the initial onset of the rash if all pox are dry and the student is symptom-free.
- v. Shingles (Herpes Zoster): Students may return to school after all lesions are dried.
- vi. Streptococcal Infection: Students may return to school 24 hours after the start of antibiotic therapy regimen if body temperature is normal.
- vii. Ringworm (Tinea Corporis), Impetigo, Scabies, and Pinkeye (Conjunctivitis): Students shall remain out of school at least one day and until treatment has begun. Students with mild tinea corporis, impetigo, scabies and conjunctivitis may be sent home at the end of the school day with instructions not return until under a physician's care.

- viii. Head Lice: Students shall be excluded from school until completion of first treatment and all nits (eggs) are removed. Students with head lice will be sent home with instructions not to return until after completion of the first treatment and removal of all nits.
- ix. Herpes Simplex Virus: Students having open skin lesions that cannot be covered with a dressing shall be excluded from school until the lesions are dried.
- x. Hepatitis A: Students may be readmitted to school upon approval of their physician.
- xi. Elevated Body Temperature: Students with temperatures over 100 degrees shall be sent home from school. Body temperatures must be normal for 24 hours before returning to school **without the use of over the counter pain/fever reducers.**
- xii. **COVID-19 (Coronavirus): Symptoms include fever, cough, and shortness of breath. Use universal hand washing procedures, hand sanitizers, and coughing in tissue/elbow. CDC believes symptoms of COVID-19 may appear in as few as 2 days or as long as 14 days after exposure. Students with confirmed positive COVID-19 will not return to school until determined not contagious by current CDC guidelines.**
- xiii. Hepatitis B and Human Immunodeficiency Virus (HIV) also referred to as Aids Related Complex (ARC) and Acquired Immune Deficiency Syndrome (AIDS): Determination of the school attendance status of a student with Hepatitis B or HIV/ARC/AIDS will be on a case by case basis.
  - 1. If the ESU Administrator, program supervisor or the Superintendent of the student's district of residence receives information that a student attending any ESU 7 regional program has become infected with Hepatitis B or HIV, the Superintendent of the student's district of residence shall contact the parents of the student to determine if they wish their child to continue to receive educational services as currently being provided under his/her Individual Education Program (IEP).
  - 2. If the student is to continue to be served by the ESU 7 regional program, the ESU Administrator shall immediately convene a planning team which shall prepare recommendations needed to appropriately accommodate the student in his/her current placement. The planning team shall include, but not be limited to the following persons.
    - a. The student's parents or guardians.
    - b. The student's representative (at the option of the parents).
    - c. The student's physician.
    - d. The ESU 7 Administrator or Designee.
    - e. The ESU 7 Program Supervisor.

- f. The ESU 7 attorney.
  - g. The Superintendent of the school district housing the regional program.
  - h. The Superintendent of the student's school of residence.
  - i. The student's teacher or teachers.
  - j. The ESU 7 medical representative (at the option of the ESU 7 Administrator).
  - k. The consultants representing the Nebraska State Departments of Health and Education.
3. The planning team shall: (1) Receive a medical overview of the student's condition; (2) Consider the nature of the risk (how the disease is transmitted); (3) Consider the severity of the risk (the potential harm to third parties); (4) Consider the behavior and neurological development of the student; (5) Consider the student's interaction with staff and other students; (6) Consider the desires and needs of the student and his/her family; (7) Consider the age of the student; (8) Consider the degree to which other individuals with whom the student will interact; and (9) Consider any other pertinent factors reasonably related to the decision.
  4. The planning team shall generate recommendations for serving the student for the teachers, the program supervisor, other students, the administrator of the school housing the regional program, the superintendent of the student's school district of residence and the custodian(s). The planning team shall generate recommendations concerning the restroom facilities, lunchroom facilities, transportation, public relations and any emergency procedures. Should the planning team recommend a change in the current IEP or IFSP, an IEP or IFSP meeting shall be convened immediately.
  5. It is the goal of ESU 7 that all Hepatitis B and HIV/ARCS/AIDS affected students be able to attend regional programs and participate in activities in an unrestricted setting so long as such attendance and participation would be reasonable. However, exceptions will be made for students with neurological impairments or developmental delays resulting in a lack of control over bodily fluids and displays of behavior such as biting, or students who have uncovered oozing lesions.
- b. The privacy of the student and his/her family must be protected and the knowledge that a student has a communicable condition should be confined to persons with a direct need to know basis unless parental authorization is obtained to waive privacy rights. If it becomes necessary to inform others, these persons will be provided with information concerning the necessary precautions and will be informed of confidentiality rights and privacy requirements.

## 2. Employees

- a. Contagious and Infectious Diseases: When an employee has a contagious or infectious disease in a communicable stage or presents more than a minimal risk of transmission to others, the employee should not report to work and is expected to follow the absence from work as listed under the heading "Students" earlier in this policy. Prior to returning to work, employees shall upon request submit a physician's statement stating that the employee is able to return to work and does not pose a significant risk of transmission of the disease to others.
- b. Bloodborne Pathogen Communicable Diseases: Communicable diseases subject to this part include diseases spread via bloodborne pathogens, including Human immunodeficiency virus (HIV Including AIDS) and Hepatitis B (only carriers are of concern). An employee with a communicable disease, or an applicant for employment, shall be employed or be continued in employment without consideration of the communicable disease provided the employee or applicant is able to perform the essential functions of the position with such reasonable accommodations as may be necessary and provided the communicable disease does not pose an imminent threat to the health or the safety of others within the employee's work environment. Employees who have a communicable disease are expected to conduct themselves in such a manner as to not place others at risk and, in the event reasonable accommodation is necessary to avoid such risk, to make a confidential request for such accommodation.

### 1) General Provisions:

- a) No Discrimination or Harassment: No employee or student shall be unlawfully discriminated against or subjected to harassment on the basis of having a communicable disease
- b) Privacy: Every employee has a duty to treat as highly confidential any knowledge or speculation concerning the bloodborne pathogen status of a student, applicant or employee.

No information regarding a person's bloodborne pathogen status will be divulged to any individual or organization other than ESU employees or agents who have a need to know of the circumstances, appropriate officials of the school in which the student is enrolled, and emergency medical personnel with a need to know, without a court order or a signed and dated consent of the person with the bloodborne pathogen infection (or the parent or guardian of a minor).

3. Records: All health records, notes, and other documents that reference an employee's bloodborne pathogen status or occupational exposure will be maintained in a separate confidential medical file for the employee. Records of occupational exposure shall be maintained for at least the duration of employment plus 30 years in accordance with OSHA standards.

All health records, notes, and other documents that reference a student’s bloodborne pathogen status will be maintained in a separate confidential medical file for the student.

4. Infection Control: All employees are required to consistently follow infection control guidelines. Employees are required to follow the exposure control plan of the ESU established in accordance with OSHA’s “Occupational Exposure to Blood-Borne Pathogens” Standard. The use of universal precautions is mandated and work practice controls to minimize or prevent potential exposure are to be implemented. Any incident of exposure to blood shall be reported, evaluated, and follow-up completed and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees’ right to know requirements. Equipment and supplies needed to apply the infection control guidelines will be maintained and kept accessible.

5. Staff Development: The Administrator or designee will make communicable disease and bloodborne pathogen education programs available to employees as appropriate to convey guidance on infection control procedures and inform employees about ESU policies.

Legal Reference:	173 NAC 3 (HHS Control of Communicable Disease regulation) §§ 20-167 and 20-168 (HIV/AIDs statutes) § 79-264 (student emergency exclusion) 29 CFR 1910.1030 (OSHA Bloodborne Pathogens regulation) ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq. Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq. Nebraska Fair Employment Practices Act--§§48-1101 to 48-1126 20 U.S.C. 1232g (FERPA)
Date of Adoption:	June 17, 2019



**Article V. Section 7, B Emergency Closure of ESU 7 Buildings**

**If the Administrator or Administrator’s designee determines that a building or buildings should be closed due to health or safety concerns, then the Administrator of Administrator’s designee is authorized to close an ESU 7 building or buildings until the Administrator or Administrator’s designee determines that such building or buildings should be reopened.**

**In determining whether a building or buildings should be closed, the Administrator or Administrator’s designee is encouraged to receive input from law enforcement, health officials and other experts.**

**If the Administrator or Administrator’s designee makes the decision to close an ESU 7 building or buildings, then the Administrator or Administrator’s designee shall communicate such decision to students, parents (if applicable), staff, community members and area media outlets as soon as practical.**

**If an ESU 7 building is closed, then no person shall be allowed to enter such building unless the Administrator permits such person to enter such building.**

<b>Legal Reference:</b>	<b>§§</b>
<b>Date of Adoption:</b>	<b>March 16, 2020</b>

**Article V. Section 7. C Emergency Exclusion of Persons from ESU 7**

If the Administrator or Administrator's designee determines that a person may pose a health or safety risk to others, the Administrator may exclude such person from ESU property. If such person is a student in an ESU 7 Level III program then the Administrator or Administrator's designee will contact the resident school district to transport the student from the Level III program back to the resident school district. After returning to the resident school district, the student will follow the exclusion protocol established by the resident school district. If such person is a staff member, then the Administrator or Administrator's designee may place said staff member on paid or unpaid leave. If such person is not a student or staff member, then the Administrator or Administrator's designee shall inform such person as soon as possible that they are not permitted on ESU 7 property until further notice from the Administrator or Administrator's designee.

The Administrator may consult with law enforcement, health officials or other experts in determining whether such exclusion should occur.

<b>Legal Reference:</b>	<b>§§</b>
<b>Date of Adoption:</b>	<b>March 16, 2020</b>



## ESU 7 COVID-19 Pandemic Guide

### Table of Contents:

#### [Pandemic Defined:](#)

#### [Confirmed COVID-19 of ESU 7 Staff or ESU 7 Level III Student](#)

[Confirmed COVID-19 of staff or student in member or non-public school WITHIN ESU 7 service area if Regional Closure is NOT declared by the Governor \(location of positive case NOT ESU 7 or Columbus\)](#)

[Confirmed COVID-19 of staff or student in member or non-public school WITHIN ESU 7 service area if Regional Closure IS declared by the Governor \(location of positive case NOT ESU 7 or Columbus\)](#)

[Confirmed COVID-19 of staff or student OUTSIDE ESU 7 service area](#)

### **Pandemic Defined:**

A pandemic occurs when a new virus that is different from seasonal viruses emerge and spread quickly between people, causing illness worldwide. Most people will lack immunity to the pandemic virus. Pandemic viruses can be more severe, causing more deaths than seasonal viruses. Because it is a new virus, a vaccine may not be available right away. A pandemic could therefore overwhelm normal operations in workplace settings. (Adapted from CDC, "Get Your Workplace Ready for Pandemic Flu, April 2017, pg. 2).

### **Confirmed COVID-19 of ESU 7 Staff or ESU 7 Level III Student**

- Careful monitoring and consultation with area law enforcement, health officials, and local education officials.
- Close ESU Level III Programs and ESU 7 General Buildings up to 14 days following Emergency Closure of ESU 7 Buildings policy (Article V, Section 7, B). Consult with local health departments prior to re-opening.
  - Staff who do not report to ESU 7 such as special education personnel and LanMan partnership personnel will contact the Administrator or Designee to

determine if he/she will attend their contracted/assigned school district given screening guidelines\* established by Administrator and Designee.

\* Screening Guidance

- Have you been in direct contact with the individual with confirmed COVID-19?
- Do you have or are you experiencing any of the following: Cough, shortness of breath, fever of 100.4 F or higher?

~If the staff member answered YES to either of these questions, instruct him/her to contact their home health department for directions and follow up with the Administrator and Designee.

~If the staff member answered NO to both of these questions, contracted/assigned staff will then follow protocol and recommendations from contracted/assigned school districts

- Cleaning/disinfecting
  - Use bleach mixture to kill germs on surfaces: 1/3 cup bleach per gallon of water, or 4t per quart
    - Clean devices with approved electronic cleaning agents
    - Clean soap/hand sanitizer dispensers
    - Clean door knobs, light switches
    - Clean visibly dirty surfaces, followed by disinfection
    - Porous surfaces, remove visible contamination. Launder items per manufacturer's instruction
    - Clean Wellness Room and Activity Room items
  - Maintain up to date hand sanitizers in every classroom, conference room, and receptionist area
  - Wear gloves when handling dirty laundry, taking out trash, cleaning
  - Launder fabric rags after use
- Flexible Staffing:
  - Certain aspects of the ESU will need to continue to operate even if the buildings are closed. The ESU Administrator or Administrator Designee will determine which staff are essential and if e-Days are necessary for specific staff members. This will be requested only of staff members who are not ill.
    - Should staff who do not report to ESU 7 such as special education personnel and LanMan partnership personnel choose to not attend their school for personal reasons, he/she will follow personal leave or vacation leave procedures.
  - When staff members are home due to pandemic closure, staff members will access sick leave days until they are used up, using additional paid medical leave days thereafter (3.16.20 Pay Resolution, 3.16.20 Addendum to Negotiated Agreement).
  - As a precaution, take computers home in preparation for potential e-Days
- Communication:

- ESU 7 Administrator will communicate to staff and board using our emergency communication system
- ESU 7 Administrator will communicate to school districts using email and phone

**Confirmed COVID-19 of staff or student in member or non-public school WITHIN ESU 7 service area if Regional Closure is NOT declared by the Governor (location of positive case NOT ESU 7 or Columbus)**

- Careful monitoring and consultation with area law enforcement, health officials, and local education officials
- ESU 7 Level III Programs
  - Open for students and staff
  - Confirm students will attend
  - Student attendance will follow their resident school district schedule until virus response protocols are lifted
  - Students who show signs of COVID-19 should remain home or will be sent home
  - Maintain Social Distance: Social distance refers to the space between individuals and strategies to reduce the spread of the virus between people. Some strategies *may* include:
    - Spacing desks three (3-6) feet apart
    - Allow students to eat lunch at desks or in areas to allow for greater spacing than at tables
    - Limit group activities and interaction in large groups
    - Control mixing students from one Level III program to another
- Home visits, including early childhood, migrant education, and other ESU 7 services delivered off ESU 7 campus and outside school district campuses
  - When delivered to individuals residing where there is a quarantine, no home visits. Use Zoom or phone calls.
  - Confirm visit ahead of arrival
  - Flexible Staffing for early childhood, migrant education, and other ESU 7 services delivered off ESU 7 campus and outside school district campuses:
    - ESU Administrator or Administrator Designee will determine if e-Days are authorized to specific staff members
      - Required prior approval by Administrator or Designee
      - Account for time every 30 minutes using digital calendar system
      - Approval for any consecutive days, determined day to day basis with Administrator or Designee
  - For staff whose school district IS OPEN but has requested ESU staff NOT come to school district, home, or other location to serve the district students, the staff member will:



- Face mask when assisting staff/student who cannot control sputum
- Wear gloves when in contact with contaminated items such as trash, dirty linen, bodily fluid, handling food
- Cleaning/Disinfecting
  - Use chemicals to kill germs on surfaces: bleach mixture 1/3 cup bleach per gallon of water, or 4t per quart.
    - Clean devices with approved electronic cleaning agents
    - Clean soap/hand sanitizer dispensers
    - Clean door knobs, light switches
    - Clean visibly dirty surfaces, followed by disinfection
    - Porous surfaces, remove visible contamination. Launder items per manufacturer's instruction
    - Clean Wellness Room and Activity Room items
  - Maintain up to date hand sanitizers in every classroom, conference room, and receptionist area
  - Wear gloves when handling dirty laundry, taking out trash, cleaning
  - Launder fabric rags after use
- Self-Quarantine
  - Any staff given recommendation by the health department to self-quarantine will follow the same guidelines as Flexible Staffing in this section.
  - Will return to work after following up with the health department of their home, ESU 7 and the school district assigned.
- Communication
  - ESU 7 Administrator will communicate to staff and board using our emergency communication system
  - ESU 7 Administrator will communicate to school districts using email and phone

**Confirmed COVID-19 of staff or student in member or non-public school WITHIN ESU 7 service area if Regional Closure IS declared by the Governor (location of positive case NOT ESU 7 or Columbus)**

- Careful monitoring and consultation with area law enforcement, health officials, and local education officials
- ESU 7 Level III Programs
  - Closed to students
  - Staff may report following screening guidance\* with Administrator or Designee
    - Screening Guidance
      - Have you been in direct contact with the individual with confirmed COVID-19?
      - Do you have or are you experiencing any of the following: Cough, shortness of breath, fever of 100.4 F or higher?

~If the staff member answered YES to either of these questions, instruct him/her to contact their home health department for directions and follow up with the Administrator and Designee.

~If the staff member answered NO to both of these questions, contracted/assigned staff will then report to the ESU

- Home visits, including early childhood, migrant education, and other ESU 7 services delivered off ESU 7 campus and outside school district campuses
  - No work at the original service locations
  - Staff may report to the ESU following screening guidance\* with Administrator or Designee
    - Screening Guidance
      - Have you been in direct contact with the individual with confirmed COVID-19?
      - Do you have or are you experiencing any of the following: Cough, shortness of breath, fever of 100.4 F or higher?
  - ~If the staff member answered YES to either of these questions, instruct him/her to contact their home health department for directions and follow up with the Administrator and Designee.
  - ~If the staff member answered NO to both of these questions, contracted/assigned staff will then report to the ESU
  - Flexible Staffing for early childhood, migrant education, and other ESU 7 services delivered off ESU 7 campus and outside school district campuses:
    - ESU Administrator or Administrator Designee will determine if e-Days are authorized to specific staff members
      - Required prior approval by Administrator or Designee
      - Account for time every 30 minutes using digital calendar system
      - Approval for any consecutive days, determined day to day basis with Administrator or Designee
    - Take computers home as a precaution in preparation for potential e-Days
- Itinerant staff assignments including special education personnel, staff development, and LanMan partnerships
  - No work at the school districts
    - Follow protocols of the schools you serve and any special precautions established thereof
  - Staff may report to the ESU following screening guidance\* with Administrator or Designee
    - Screening Guidance
      - Have you been in direct contact with the individual with confirmed COVID-19?
      - Do you have or are you experiencing any of the following: Cough, shortness of breath, fever of 100.4 F or higher?

~If the staff member answered YES to either of these questions, instruct him/her to contact their home health department for directions and follow up with the Administrator and Designee.

~If the staff member answered NO to both of these questions, contracted/assigned staff will then report to the ESU

- Flexible Staffing:
  - ESU Administrator or Administrator Designee will determine if e-Days are authorized to specific staff members
    - Required prior approval by Administrator or Designee
    - Account for time every 30 minutes using digital calendar system
    - Approval for any consecutive days, determined day to day basis with Administrator or Designee
  - Take computers home as a precaution in preparation for potential e-DAYS
- ESU 7 Staff Meetings/Trainings held on ESU 7 campus
  - All trainings at ESU location cancelled, rescheduled, or provided via Zoom
- ESU 7 Offices
  - Remain open
  - Administrator or Administrator Designee will continually assess e-Days or work from home possibilities as situations arise
  - Flexible Staffing:
    - ESU Administrator or Administrator Designee will determine if e-Days are authorized to specific staff members
      - Required prior approval by Administrator or Designee
      - Account for time every 30 minutes using digital calendar system
      - Approval for any consecutive days, determined day to day basis with Administrator or Designee
- Use non-pharmaceutical interventions (NPI).  
<https://www.cdc.gov/nonpharmaceutical-interventions/index.html>
  - Stay home if you are not well
  - Wash hands 20 seconds with soap and water
  - Cough into elbow or tissue. Throw tissue away after.
  - Use hand sanitizer with 60% alcohol content between hand washing. Wash hands after using hand sanitizer 6 times
  - Face mask when assisting staff/student who cannot control sputum
  - Wear gloves when in contact with contaminated items such as trash, dirty linen, bodily fluid, handling food
- Cleaning/Disinfecting
  - Use chemicals to kill germs on surfaces: bleach mixture 1/3 cup bleach per gallon of water, or 4t per quart.
    - Clean devices with approved electronic cleaning agents
    - Clean soap/hand sanitizer dispensers
    - Clean door knobs, light switches
    - Clean visibly dirty surfaces, followed by disinfection

- Porous surfaces, remove visible contamination. Launder items per manufacturer's instruction
    - Clean Wellness Room and Activity Room items
  - Maintain up to date hand sanitizers in every classroom, conference room, and receptionist area
  - Wear gloves when handling dirty laundry, taking out trash, cleaning
  - Launder fabric rags after use
- Self-Quarantine
  - Any staff given recommendation by the health department to self-quarantine will follow the same guidelines as Flexible Staffing in this section.
- Will return to work after following up with the health department of their home, ESU 7 and the school district assigned.
- Communication
  - ESU 7 Administrator will communicate to staff and board using our emergency communication system
  - ESU 7 Administrator will communicate to school districts using email and phone

### **Confirmed COVID-19 of staff or student OUTSIDE ESU 7 service area**

- Careful monitoring and consultation with area law enforcement, health officials, and local education officials
- ESU 7 Level III Programs
  - Open for students and staff.
- Home visits, including early childhood, migrant education, and other ESU 7 services delivered off ESU 7 campus and outside school district campuses
  - No change in service delivery
- Itinerant staff assignments including special education personnel, staff development, and LanMan partnerships
  - No change in service delivery
- ESU 7 Staff Meetings/Trainings held on ESU 7 campus
  - No change in service delivery
- ESU 7 Offices
  - Business and operations as usual.
- Use non-pharmaceutical interventions (NPI).  
<https://www.cdc.gov/nonpharmaceutical-interventions/index.html>
  - Stay home if you are not well
  - Wash hands 20 seconds with soap and water
  - Cough into elbow or tissue. Throw tissue away after.
  - Use hand sanitizer with 60% alcohol content between hand washing. Wash hands after using hand sanitizer 6 times
  - Face mask when assisting staff/student who cannot control sputum

- Wear gloves when in contact with contaminated items such as trash, dirty linen, bodily fluid, handling food
- Cleaning/Disinfecting
  - Use bleach mixture to kill germs on surfaces: ½ cup bleach per gallon of water, or 4t per quart.
    - Clean devices with approved electronic cleaning agents
    - Clean soap/hand sanitizer dispensers
    - Clean door knobs, light switches
    - Clean visibly dirty surfaces, followed by disinfection
    - Porous surfaces, remove visible contamination. Launder items per manufacturer's instruction
    - Clean Wellness Room and Activity Room items
  - Maintain up to date hand sanitizers in every classroom, conference room, and receptionist area
  - Wear gloves when handling dirty laundry, taking out trash, cleaning
  - Launder fabric rags after use
- Flexible Staffing:
  - ESU Administrator or Administrator Designee will determine if e-Days are authorized to specific staff members.
    - Required prior approval by Administrator or Designee
    - Account for time every 30 minutes using digital calendar system
    - Approval for any consecutive days, determined day to day basis with Administrator or Designee
  - Take computers home as a precaution in preparation for potential e-Days
- Self-Quarantine
  - Any staff given recommendation by the health department to self-quarantine will follow the same guidelines as Flexible Staffing in this section.
  - Will return to work after following up with the health department of their home, ESU 7 and the school district assigned.
- Communication:
  - ESU 7 Administrator will communicate to staff and board using email

***The Administrator has authority to modify the above guide as new information is learned related to the COVID-19.***

RESOLUTION

WHEREAS, Educational Service Unit Number 7 ("ESU 7") anticipates that it may need to temporarily close its operations at some point for health and safety reasons; and,

WHEREAS, if ESU 7 closes on a temporary basis, then ESU 7 employees who work on an hourly, exempt and/or non-exempt basis will not be able to work at ESU 7; and

WHEREAS, after advisement from local health departments, ESU 7's hourly, exempt and/or non-exempt employees are asked to self-quarantine; and

WHEREAS, it is in the best interests of ESU 7 to pay ESU 7's hourly, exempt and/or non-exempt employees while ESU 7 is temporarily closed for a variety of reasons, namely: to ensure that said ESU 7 employees do not leave employment during the temporary closure, to avoid the spread of any illness to other employees, for staff morale, and for other legitimate reasons.

NOW, THEREFORE, BE IT RESOLVED that, in the event of the temporary closure of ESU 7, and/or during a health department recommended self-quarantine, the ESU 7 Administrator is hereby authorized to pay ESU 7 hourly, exempt, and/or non-exempt employees in an amount that the ESU 7 Administrator deems fair and reasonable, but not to exceed such employee's customary and regular pay, for up to four(4) weeks during the self-quarantine/temporary closure.

If the ESU 7 operations continue to be closed after four(4) weeks, then the Board shall reconvene and determine what authority, if any, the ESU 7 Administrator has to continue paying ESU 7 hourly, exempt and/or non-exempt employees during the temporary self-quarantine/closure.

The foregoing Resolution having been read in its entirety, Member \_\_\_\_\_ moved for their passage and adoption. Member \_\_\_\_\_ seconded same.

After discussion and on roll call vote the following members voted in favor of passage and adoption of the above Resolution:

\_\_\_\_\_.

The following members voted against the same:

\_\_\_\_\_.

The following members were absent or not voting:\_\_\_\_\_.

The above Resolution having been consented to by a majority of the quorum of the Board, it was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings law.

DATED this 16 day of March, 2020.

EDUCATIONAL SERVICE UNIT 7

ATTEST:

BY: \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

ADDENDUM TO NEGOTIATED AGREEMENT

This Addendum to Negotiated Agreement is entered into by and between the Board of ESU 7 and the ESU 7 Education Association.

WHEREAS, the parties entered into a Negotiated Agreement setting forth certain terms and conditions of employment for the 2019-2020 contract year, and

WHEREAS, said Negotiated Agreement provides for the provision and use of paid sick leave under the terms and conditions set forth therein and/or Board policy, and

WHEREAS, as the result of the introduction of the COVID-19 virus into the Nebraska population and the interest of the parties to minimize its transmission, protect students and the public and encourage ESU 7 employees to stay home if ill, the parties agree as follows:

1. Effective immediately, employees experiencing symptoms of a virus infection are strongly encouraged to stay home and seek medical attention as appropriate.
2. Employees experiencing symptoms of a virus infection or who are otherwise unable to attend to their duties for any health related reason AND/OR for health department recommended self-quarantine must first use sick leave provided by the Negotiated Agreement; if an employee has no accumulated paid sick leave or has insufficient accumulated paid sick leave to cover the absence, the employee shall be granted paid medical leave until such time as it is determined that they are able to resume their duties without exposing others to the introduction or spread of any contagious or infectious disease or condition.
3. Employees who take leave pursuant to this agreement and who also qualify for FMLA leave are subject to the requirements of the school district's FMLA policy and federal law.
4. Staff who desire to take the medical leave provided under this agreement must comply with all of the ESU's procedural requirements to request and be granted leave.
5. It remains an act of unprofessional conduct, insubordination, neglect of duty and a breach of contract to knowingly misuse any paid leave, including the medical leave provided pursuant to paragraphs 1 and 2 of this agreement. Employees who do so will be subject to disciplinary action up to and including the non-renewal, termination and/or cancellation of their employment contracts.
6. The terms of this Addendum shall remain in effect until the sooner of: (a) the conclusion of the 2019-2020 contract year; or (b) the ESU receives notification from the Nebraska Commissioner of Education, Governor, or public health organization that the COVID-19 transmission no longer poses a public health risk to the ESU's population.

Dated this 16th day of March, 2020.

ESU 7 Education Association

ESU 7 Board

By: \_\_\_\_\_  
ESU 7 Education Association

By: \_\_\_\_\_  
President, ESU 7 Board



# ESU 7 Goals

## Board of Directors

Goal 1: Use of Data for Quality and Efficiency: The Board will use data to ensure quality and efficiency of current and future services to its stakeholders (students, educators, parents and community).

Goal 2: Behavioral Health Programming: The Board will explore the potential expansion of educational behavioral health programming.

Goal 3: Financial Projections: The Board will examine short and long term financial projections to ensure long term financial stability.

Goal 4: Updates Policy Manual: The Board will work to update and streamline their policy manual.

## Administrator

Goal 1: Develop and deploy a Board Self-Assessment tool to use in establishment of Board Goals.

Goal 2: Establish Partnerships with local media to assist in communicating ESU 7 services and supports to school districts in the ESU 7 area.

Goal 3: Engage in strategic communication efforts to and among staff and stakeholders regarding programs and services.

## Agency Team

Goal 1: Agency Team will provide their staff with specific feedback to encourage professional growth.

Goal 2: Agency Team will enrich our safe, supportive, collaborative and positive culture.

Goal 3: Agency Team will provide progress monitoring on the annual service plan and promote those services as necessary.

Goal 4: Agency Team will increase knowledge of department projects agency wide.

## Departments

Administration: Efficiency will be increased by users being involved in the decisions of products/procedures. A satisfaction survey will be filled out monthly.

Cen7ter: All Cen7ter staff will be fully informed about each current student and his or her needs in a timely manner.

Early Childhood: By August 2020, caseload analysis will demonstrate staff are working within the designated FTE and all kids are receiving the services needed.

Grants: By May 2020, the Grant Department will increase collaboration between Transition, ASD and Resource Coach from 0 collaborative teaming opportunities (co-present, co-plan) to 4 teaming opportunities.

Learning Academy: Our team will focus our growth on doing what is best for students to meet their individual needs.

Migrant: Promote healthy migrant families both physically and mentally.

Production: Provide communication to schools for summer printing.

Professional Development: Refine and improve our District Consultation process in order to better meet the needs of our School Districts.

Psychology: Effectively collaborate and communicate in order to provide high-quality services (effective and efficient) to districts with less FTE for 2019-2020 school year.

Speech: By the end of the 2019-2020 school year, the SLP department will optimize competency in language therapy by being proficient or distinguished in 4/4 indicators on the rubric.

Technology: Time Management

Vision: By May 2020, the Vision Team will develop a checklist to be used by educational teams with each vision referral/evaluation.

2020

# Board Recognition Dinner

## Schedule

---

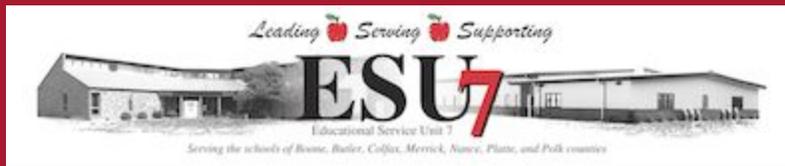
April 20, 2020

Social  
5:00 – 5:45pm

Dinner, Awards and  
Recognition  
5:45 – 7:30ish

---

Elks Country Club  
5113 63rd Street  
Columbus, NE



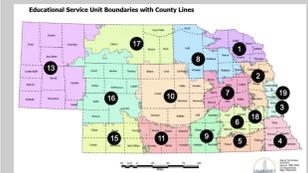
## Quarterly Update

December 2019 - March 2020

Administrator: Dr. Larianne Polk

### Component 1. Relations with the Board

- Administrator Board Report: December, January, February
- Policy reviews and revisions: On track to meet goals.
- ESUCC Updates to Board: December, January, February
- Committee Meetings
  - \*Negotiations: September, December, January, February
- Email Communication: Training announcements, Legislative updates, Board packets, NASB Board, ESU 7 Learning Academy FAQs and DYKs I
- Department Showcases: Learning Academy, Network Operations, Professional Development
- Monthly Meeting with the Board President and Vice President
- Joint ESUEA/Negotiations Committee Meeting December
- Met with Evaluation Committee Chair: December 3



**Administrator Goal:** 1. Communicate and market our work being done to Board, Staff, and School District - Ongoing.

### Component 2. Community Relationships

- Superintendent Visits: Spring 2020 Visits are underway and scheduled to be completed in April.
- Business, Industry and Education Committee/Workforce CAPTURE Meetings at the Chamber: December, January
- Attend and Participate in ESUCC/NDE Collaborative Planning Meetings: Ongoing
- Partnership with CCC regarding Distance Learning
- Attended Schuyler Community Schools Thought Exchange with Directors
- Attended UNK Recruiting Day

**Board Goal 2:** Exploration of potential expansion of educational behavioral health offering - Met, begin programming 19-20

**Administrator Goal 1:** Communicate and market our work being done to Board, Staff, and School District - Ongoing

### Component 3. Staff and Personnel Relationships

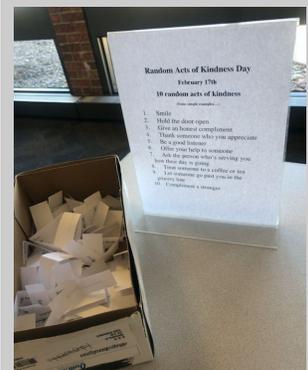
- Agency Team meetings: December, January, February
- Committee Meetings: All Staff, Social, Safety, ESU 7 Learning Academy Building Committee
- All Staff Meeting: December, February
- Director Meetings: December, January, February
- Ongoing Staff Evaluation and Goal Setting
- Production Department Succession Planning: Ongoing
- Did You Knows:
  - All Staff Holiday Potluck and Soups On
  - Title IC Discussions: Ongoing

**Administrator Goal 1:** Communicate and market our work being done to Board, Staff, and School District - Ongoing.

**Agency Team Goal 1:** Agency Team will provide their staff with specific feedback to encourage professional growth.

**Agency Team Goal 2:** Agency Team will enrich our safe, supportive, collaborative and positive culture.

**Agency Team Goal 4:** Agency team will increase knowledge of department projects agency wide.



#### Component 4. Educational Leadership

- Superintendent Meetings: September, December, January, February
- SIMPL training and ongoing correspondence all ESUs with monthly Meetings
- Meetings with Lakeview and Columbus Public School Leadership: Monthly
- Agency Team Meetings: December, January, February
- Director Meetings: December, January, February
- Software development meetings for SIMPL: ESU 10 Partnership Ongoing Bi-Weekly
- Chair of ESUCC Special Populations Committee and a member of PD and Executive Committees
- NNNC meetings: Monthly
- ESUCC President (2019-2021)
- Participated in Nebraska ELLC Meetings: December, January, February
- Participated in Statewide Teacher and Principal Support Conversations
- Member of NRCSA (Nebraska Rural Council of School Administrators) Legislative Committee
- Member of Commissioner's Advisory Group
- Member of Nebraska Schoolmasters Club
- Attended Professional Development Organization (January)
- Attend and facilitate Services Inventory Bold Step Committee Meetings (Monthly)
- Coordinate ESSA Designations Conversation with ESU 7 Executive Committee and NDE
- Co-Facilitate Goal Setting and Data Analysis for High Plains Community Schools Board
- Attended NRCSA Legislative Meeting: January 8
- Legislative Review at Bromm and Associates
- Attend Mental Health Steering Committee Meetings
- Attended ESUCC Legislative Day: February
- Attended ESU 7 Legislative Day in Lincoln: February
- Attended NRCSA Legislative Forum: February
- Attended GRIT Conference: March

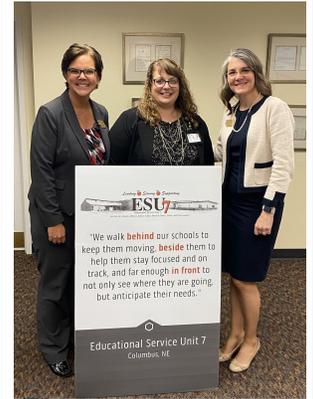
**Board Goal 1:** The Board will use data to ensure quality and efficiency of current and future services to its stakeholders (students, educators, parents, and community) - Ongoing

**Board Goal 2:** Exploration of potential expansion of educational behavioral health offerings: Met, programming to begin 19-20

**Board Goal 4:** The Board will work to update and streamline their policy manual - Ongoing

**Administrator Goal 3:** Create timeline for policy revision for completion in 2019-2020 - Met

**Agency Team Goal 3:** Agency Team will provide progress monitoring on annual service plan and promote those services as needed.



#### Component 5. Business and Finance

- Sign/Inspect Monthly Bills
- Budget Maintenance with Agency Team: Monthly
- Accounts Payable work and examination: Monthly
- Revenue flow status work
- Budget Development work with business manager and Directors: Monthly
- Budget Committee Meetings: September
- Negotiations Committee Meetings: December, January, February
- Annual Audit: November

**Board Goal 2:** Exploration of potential expansion of educational behavioral health offerings - Met, programming to begin 19-20

**Board Goal 3:** The Board will examine short and long term financial projections to ensure long term financial stability - Met, Ongoing

**Administrator Goal 2:** The Administrator will ensure budget stability by maintaining cash on hand at 30% - With the construction of the Learning Academy, the cash on hand has dipped below 30%. Will continue to rebuild that reserve.

#### Component 6. Professional/Personal Qualities

- Interactions with ESU staff, school staff, school leadership, and Board
- Monthly Meetings with Coordinators/Directors (Marci, Darus, Dan, Cynthia)
- Growth and planning meetings with Production as needed
- Daily Admin Meetings
- Attended Feedback for Growth Session with Sue Presler

**Agency Team Goal 1:** Agency Team will provide their staff with specific feedback to encourage professional growth.

**Agency Team Goal 2:** Agency Team will enrich our safe, supportive, collaborative and positive culture.

**Component 7. Professional Growth**

- ESUCC Committees and ESUCC/Board Meetings: September, October, November, December
- NNNC Tech Budgeting Discussions: Monthly
- NE School Mental Health Committee Member: Bi-Weekly
- Books Read: Power of Positive Teams, Jon Gordon, The Ball by Todd Whitaker, and High Reliability Schools by Robert Marzano

**Agency Team Goal 1:** Agency Team will provide their staff with specific feedback to encourage professional growth.

**Agency Team Goal 2:** Agency Team will enrich our safe, supportive, collaborative and positive culture.

Stakeholder Satisfaction	Leadership Practices Inventory	Services Available	Services Accessed	Implementation Objectives Met
2.49	2.58	67	66	No Data - Scored Quarterly
0=Unsatisfactory	1=Basic	2=Proficient	3=Distinguished	

James B. Gessford  
Rex R. Schultze\*\*\*  
Daniel F. Kaplan  
Gregory H. Perry  
Joseph F. Bachmann\*  
R. J. Shortridge\*  
Joshua J. Schauer\*  
Derek A. Aldridge\*\*  
Justin J. Knight\*\*\*\*  
Charles Kaplan  
Haleigh B. Carlson  
Daniel K. Kaplan



**PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.**

Of Counsel  
Thomas M. Haase

\*Also admitted in Iowa  
\*\* Also admitted in Kansas  
\*\*\*Also admitted in Wyoming  
\*\*\*\*Also admitted in Colorado

Ernest B. Perry (1876-1962)  
Arthur E. Perry (1910-1982)  
R.R. Perry (1917-1999)  
Edwin C. Perry (1931-2012)

## **Open Meetings Act Update**

On February 12, 2020, the Governor signed into law a change to the Nebraska Open Meetings Act. A copy of this bill is attached. This change eliminates a board's ability to designate how notice is provided and, instead, requires that a board publish notice of board meetings in a newspaper of general circulation.

### **The "Old" (Current) Law – Publication or Posting**

Under the existing Open Meetings Act, a School or ESU Board must "give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes." Neb. Rev. Stat. § 84-1411(1) (emphasis supplied). The method designated by the Board may include publication (such as in a newspaper) or by posting (such as hanging a notice in different locations around town). We have advised schools to adopt policies that allow notice by publication *or* posting, so that the Board can post notice if circumstances do not allow for notice by publication (such as a meeting that needs to occur on short notice or the newspaper failing to run the notice).

### **The "New" Law – Publication Required**

Under the recently enacted LB 148, notices "shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site."

LB 148, p. 2 (emphasis supplied).

As a result, posting notices will not longer be sufficient. All school boards will now be required to publish notice of meetings in a newspaper. This could be problematic for meetings that need to occur on short notice or if the newspaper does not include the school board notice.

This summer, boards will need to update and amend their policy on giving notices of meetings to reflect this change.

### ***Emergency Meetings***

Emergency meetings (as specified in the law) can still occur without required notices.

### ***Board Meeting Minutes***

The bill also now requires that each board meeting's minutes include a reference to the method and dates that notice was published.

You may also need to update your board meeting minutes template to reflect this update in the law.

### ***Effective Date***

LB 148 does not include an emergency clause. The Legislature is set to adjourn this year on April 23rd. Assuming this holds true, these changes to the Open Meetings Act will take effect on July 22, 2020.

### ***Conclusion***

If your district does not currently publish notice in a newspaper, we encourage you to begin exploring your options and planning for this new requirement. If your local newspaper does not publish a daily edition, you may also want to develop a contingency plan to address the possibility of needing to publish notice on a short timeframe.

### **Article III, Section 5, E Equipment, Materials and Supplies**

Purchases up to \$10,000 Open Market. The Administrator or designee shall be authorized to purchase any item specifically budgeted up to \$10,000 in the open market. Official action by the Board shall be requested by the Administrator where it is required by law or in those instances where it appears to be in the best interests of the ESU. The purchase of items in excess of \$10,000 shall require Board approval.

Open market orders and contracts for the purchase of equipment, materials and supplies shall be awarded based on the following criteria:

1. Quality of product.
2. Suitability of product.
3. Equality of price (or fairness of price).
4. Conformance to specifications.
5. Convenience of delivery.
6. General reputation of business firms.
7. Services to be provided to the ESU by supplier.
8. Established relationship between supplier and the ESU.
9. Ability to provide the goods or services under question.
10. Ability to provide replacement parts for the goods to be purchased.
11. Warranties offered on products.
12. Adherence to State Law and Federal Regulations.
13. Any other stipulations set forth in Board policy or by Board action with regard to purchasing decisions.

Local purchases will be preferred whenever the foregoing factors are considered to be substantially the same.

Purchases from \$10,000 up to \$100,000—Solicit Proposals. The Administrator or designee shall request the submission of bids, quotes or proposals for purchases, which have a cost from \$10,000 up to \$100,000. The Administrator or designee shall receive and evaluate all proposals and make a recommendation to the Board for acceptance. The Board reserves the right to reject any and all proposals, to waive any informality in any proposal, and to accept the proposal that it deems best serves the interests of the ESU; which may or may not be the lowest cost proposal.

Purchases of \$100,000 and above—Sealed Bids. The Administrator or designee shall advertise for sealed bids for purchases which have a cost of greater than \$100,000.

1. Bid instructions and specifications. The Administrator or designee shall prepare bid instructions that are clear and complete and conducive to competitive bidding. The bid

instructions shall set forth all considerations necessary to bid and be consistent with any guidelines established by the Board.

2. Advertisement. The notice to bidders shall be published appropriately in a manner that will allow for competition. Vendors and suppliers shall be invited to have their names placed on the mailing list to receive invitations to bid. When specifications are prepared, they will be mailed or made available to all vendors or suppliers who have indicated an interest in bidding.
3. Sealed bids. Bids must be submitted in sealed envelopes, addressed to the Board, and plainly marked with the name of the bid and the time of the bid opening.
4. Withdrawal of Bids and Late Bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.
5. Bid Opening. Bids shall be opened at the time specified and all bidders and other persons shall be invited to be present. After the bids have been opened and tabulated, they shall be available for those interested to copy or study. They shall not, however, be removed from the ESU's offices.
6. Right to Reject. The Board reserves the right to reject any or all bids and to accept the bid which appears to be in the best interest of the ESU. Each bid notice should carry the notification that the ESU reserves the right to accept or reject any or all bids.
7. Right to Waive Bid Formalities. The Board reserves the right to waive any informality in, or reject any or all bids, or any part of any bid, as consistent with law.

The ESU need not comply with the bidding requirements if the District purchases property from the Nebraska State Purchasing Bureau, so long as the Nebraska State Purchasing Bureau competitively bid the purchase of property.

Legal Reference:	
Date of Adoption:	September 13, 2018
Date of Revision(s):	October 21, 2019



# Aimee Trotter

## **customer service representative**

Columbus, NE 68601  
[atrotter57@gmail.com](mailto:atrotter57@gmail.com)  
4022769912

I have worked in customer service for 15 years and wish to work with computers

Authorized to work in the US for any employer

## Work Experience

---

### **Cafe Associate**

Sapp Bros., Inc. - Columbus, NE  
September 2017 to Present

I work as a server and as a cook. I am really good with people and customers.

### **Platinum Elite reservations**

Marriott international - Omaha, NE  
July 2016 to June 2017

I worked on the worldwide desk then moved to the platinum desk.

### **Bakery Associate**

HyVee - Columbus, NE  
May 2015 to July 2016

#### Responsibilities

Wrap items for display and prepare items for the next day. Help customers with questions or orders they need to place.

#### Accomplishments

A good positive attitude and friendly disposition towards customers.

#### Skills Used

Customer service and the ability to work hard and fast if needed

### **Customer service and food prep**

Taco John's - Columbus, NE  
February 2015 to May 2015

#### Responsibilities

Prepare food and serve the guests

#### Accomplishments

I have taken the proper tests to be management but I work during the wrong time they want for management

#### Skills Used

Customer service and food service, I wish to Leave because they have recently bought the business and I've not been happy with the changes they have added including the way they treat their employees

### **supervisor**

Taco John's - Columbus, NE  
March 2009 to February 2015

#### Responsibilities

Supervise other employees and customer service and food preparation

#### Accomplishments

I worked when they needed me and took the proper tests to get where I was

#### Skills Used

Customer service and food preparation. I technically did not leave because the owner sold the company to another.

## Education

---

### **Still working on AAS in Information technology**

Central Community College - Columbus, NE  
January 2016 to December 2016

### **Not complete in Nursing**

central community college - Columbus, NE  
2001 to 2003

### **diploma in high school**

columbus high school - Columbus, NE  
1998 to 2001

## Skills

---

customer service, I am very good with computers and actually working to add informational technology to my studies. I've taken a Microsoft office 2013 course and also a Test out PC Pro course.

## Links

---

<http://www.facebook.com/atrotter2>

## Certifications/Licenses

---

### **servsafe certificate**

April 2012 to April 2017

Food safety certificate

## Additional Information

---

I learn learn new items easily and quickly

**Legislative Update to the ESU 7 Board**  
**3.16.2020**

**Legislative Session Convened January 8, 2020**

**Bills introduced until 10th day, January 23, 2020**

**Adjourn sine die, April 23, 2020**

**Link to [Full Summary](#) (no new summary at this time)**

Each bill summary is organized as:

**Bill Number/Amendment Number (Senator's last name), Sponsor Committee - One-liner**  
Summary Description. [New info in blue.](#)

[Action \(new action in bold\)](#)

[Red is the link to Slip Law](#)

**LB 974 (Linehan) Revenue - Property Tax Bill**

Would go into effect tax year 2020. Rather than using 75% of ag property valuation, move to 62% first year, 57% second year, and 52% thereafter. In the words of the committee chair, Senator Linehan, “the purpose of LB 974 is to reduce the property tax bills of Nebraska’s farmers, ranchers, and homeowners while protecting our schools.” No education organizations support this bill. Currently, this is impacting public school districts only, and if ESUs were added it would be devastating for us.

Of particular concern is:

- Whether the Legislature can meet the demand for additional state funding. The proposal would cost the state an additional \$103 million in 2020-21, \$184 million in 2021-22, and \$307 million in 2022-23.
- Reducing the taxable value of real property will cause some school districts to lose more in property tax revenue than they will receive in state aid.
- LB 974 results in less stable revenue for schools by shifting funding from a stable revenue source -- property taxes -- to a historically unstable source -- state aid.
- Would reduce the maximum building fund levy from \$0.14 to \$0.06 and requiring bonds will increase schools’ use of bonds to fund projects. This will increase their costs.
- Severely limit local control by giving school district leadership very little flexibility as to how they can use revenue and make planning for future needs more complicated.

[January 3, 2020 Introduced](#)

[January 14, 2020 Referred to Revenue Committee](#)

[January 22, 2020 Hearing](#)

[February 13, General File](#)

February 13, Revenue Priority Bill

February 19, Estimated date for First Round Floor Debate

March 16, a new amendment is going to be dropped this week. It will replace the above. No copy at the time of this publication

**LB 206 (Morfeld) Judiciary - Protect free speech rights of student journalists and student media advisers**

The first section of the bill pertains to public colleges and the university. The second section applies to public high schools. As it applies to public high schools, the bill provides that all school-sponsored media are deemed to be public forums. With some exceptions, a student journalist has a right to exercise freedom of speech and of the press in school-sponsored media, regardless of whether the media is supported financially by the public high school, supported by the use of the facilities of such a school, or produced in conjunction with a class in which the student journalist is enrolled.

Introduced last session

January 8, 2020 Carryover bill

January 10, 2020 AM2066 Filed

January 14, AM2093 Filed

February 26, General File

**LB 147 (Groene) Education - Provide for the use of physical force or physical restraint or removal from a class in response to student behavior.**

Authorized school personnel to use "physical restraint" to control a student if a student becomes physically violent towards himself/herself, a teacher, an administrator, or another student. The bill also permitted a teacher to remove a student from the classroom for various prescribed reasons.

AM1803 A separate proposal to provide state funded training for school personnel to de-escalate violent or potentially violent situations involving students.

Introduced last session, moved to General File

January 8, 2020 Carryover Bill, floor debate, motion to Indefinitely Postponed, unclear if it will overcome filibuster

February 25, 2020 Amendment filed (Walz)

**LB 759 (Kolterman) Health and Human Services - Require consultation with school districts regarding the placement of children in the HHS system**

Currently, there is no required consultation with a district from DHHS prior to placing a child within a district's boundaries. While the department's own placement letter states that "it is in (the child)'s educational best interest to attend" a particular school district, the department does

not consult with the school to determine the availability of services or consider many other educational factors in making this decision.

[January 8, 2020 Introduced](#)

[January 10, 2020 Referred to Health and Human Services Committee](#)

[January 31, Hearing](#)

**LB 920 (Groene) Education - Change the provision for distribution of lottery funds used for education, to transfer powers and duties, and to create new funds**

Bill to change provisions for the distribution of lottery funds used for education, to transfer powers and duties, and to create new funds. NASB was a part of the interim hearing and the drafting of this bill. No change in what school districts receive for Distance Learning incentives (3%). Allows for 9.5% of dollars to transfer to Behavioral Training Cash Fund to be created with the passage of LB 998).

[January 10, 2020 Introduced](#)

[January 13, 2020 Referred to Education Committee](#)

[February 5, Education Committee Priority](#)

[February 12, General File](#)

[February 12, AM2388](#)

**LB 839 (Wishart) Education - Recognize American Sign Language and provide for the teaching of American Sign Language in Schools**

To recognize American Sign Language as a distinct and separate language; and to authorize schools to offer courses in American Sign Language as prescribed. If a school offers a course in American Sign Language, such courses shall be offered to all students regardless of whether such student is hearing, hard of hearing, or deaf. Any credits earned in a course in American Sign Language at a postsecondary educational institution may be treated as foreign language credits if recognized as such by the postsecondary educational institution.

[January 8, Introduced](#)

[January 10, 2020 Referred to Education Committee](#)

[January 28, Hearing](#)

**LB 880 (Groene) Education - Change Dates related to certifications and distributions of state aid to schools**

Similar bill each year, should the Unicameral needs the extra time. They will not need the extra tinem, so set state aid certification date as May 1.

[January 9, Introduced](#)

[January 13, Referred to Education Committee](#)

[January 21, Hearing](#)

[January 22, General File](#)

January 29, Select File  
February 4, Final Reading  
February 6, Passed with Emergency  
February 6, Speaker signed  
February 12, Governor signed  
[Link to Slip Law](#)

**LB 897 (Cavanaugh) Appropriations - Appropriate funds to the Department of Health and Human Services for behavioral health aid**

\$4,350,000 from the General Fund for FY2020-21 to the Department of Health and Human Services, for Program 38, for behavioral health aid. The funds appropriated under this section shall be used for community-based mental health and substance abuse services.

January 9, Introduced  
January 13, Referred to Appropriations Committee  
February 11, Hearing

**LB 998 (Murman) Education - Require behavioral awareness and intervention training and points of contact, transfer of funds, and change TEEOSA**

Prior to the end of school year 2024-25, each school district will ensure that administrators, teachers, paraprofessionals, school nurses, and counselors receive behavioral awareness and intervention training. Beginning in the school year 2021-22, each school district must offer behavioral awareness and intervention training annually. Administrators, teachers, paraprofessionals, school nurses, and counselors who have received the training from the school district in which they are employed must receive a behavioral awareness and intervention training review at least once every three years. Training will be funded by (LB920 lottery bill) Behavioral Training CsaH Fund. ESUs are not specifically written in as the provider of the training, but will debate adding us when it is on the floor.

January 14, Introduced  
January 15, Referred to Education Committee  
January 27, Hearing  
February 12, General File  
February 12, AM2214

**LB 148 (Groene) Government, Military and Veterans Affairs - Changes to Open Meetings Law requirements**

Under the recently enacted LB 148, notices “shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site.” LB 148, p. 2 (emphasis supplied). All school boards will now be required to publish notice of meetings in a newspaper. This could be problematic for meetings that need to occur on short

notice or if the newspaper does not include the school board notice. LB 148 does not include an emergency clause. The Legislature is set to adjourn this year on April 23rd. Assuming this holds true, these changes to the Open Meetings Act will take effect on July 22, 2020.

**January 11, Introduced**

**January 15, Referred to Government, Military and Veterans Affairs Committee**

**February 6, Hearing**

**March 5, General File**

**February 4, Final Reading**

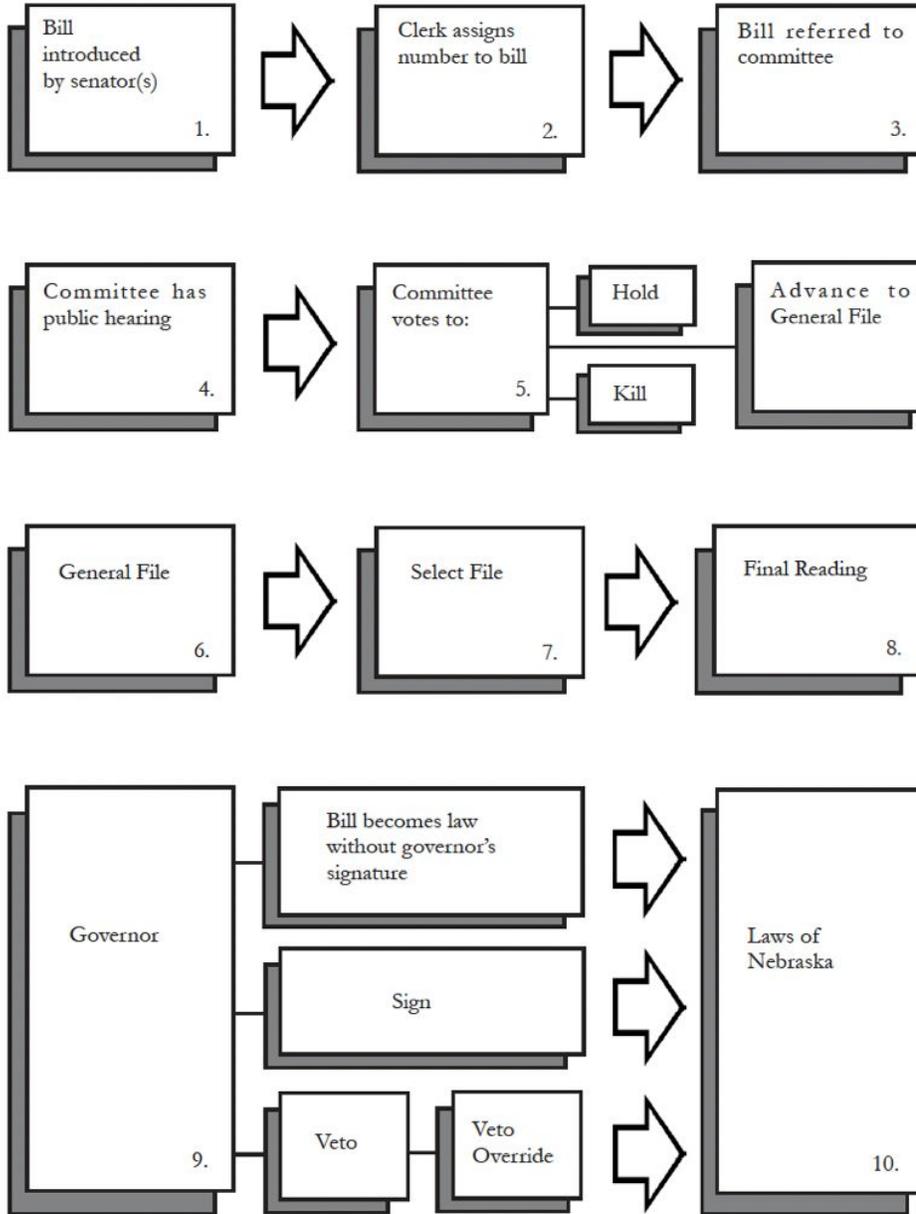
**February 6, Passed Final Reading, speaker signed**

**February 13, Signed by Governor**

**Slip Law**

*~Each senator may select one priority bill, each committee may select two priority bills, and the speaker may select up to 25 priority bills.*

### How a Bill Becomes a Law



(Unicameral Clerk of the Legislature, 2017, p. 281)