



Regular Board of Directors Meeting

Monday, April 20, 2020 at 4:00 PM

Educational Service Unit 7, Oak Room  
2657 44th Avenue

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.

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:**

**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):** Board President 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. 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 # 70719 through # 70850 totaling \$ 705,297.55

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

**Rationale:**

The summary of bills for the current month total: \$ 705,297.55- Bills #70719 through # 70850

Inservice bills total: \$ 0

Check #	Amount	Vendor	Description
70719	\$15,234.47	Applied Connective Technologies	35% Down payment for security door locks
70729	\$17,286.37	Boone Central Schools	Title I/PEAK Reimbursements
70735	\$5,600.00	Central City Public Schools	Perkins/PEAK Reimbursements
70742	\$14,538.00	Daktech Computers	Equipment flow through for schools
70744	\$7,062.87	Eakes Office Solutions	SPED supplies/Copier Maintenance
70751	\$9,262.37	ESU 2	NNNC Quarterly billing
70759	\$10,881.29	High Plains Community Schools	Title I/PEAK Reimbursements
70766	\$8,157.60	Indoff Inc.	Paper for Production
70789	\$21,554.40	Paper 101	Paper for Production
70795	\$5,176.66	Ramada River's Edge Convention	ELC Conference
70796	\$13,225.00	Rosetta Stone LTD	Title III/Migrant Software

**This is a consent item.**

4. 2020-2021 Contract for Student Services Principal Leanne Blanchard

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

**Rationale:** 2020-2021 Contract for Leanne Blanchard, Student Services Principal.

**This is a consent item.**

5. 2020-2021 Contract for Early Learning Connection Grant Coordinator Angel

Mayberry

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

**Rationale:** 2020-2021 Contract for Angel Mayberry, Early Learning Connection Grant Coordinator.

**This is a consent item.**

6. 2020-2021 Contract for Speech Language Pathologist Tricia Spieker

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

**Rationale:** 2020-2021 Contract for Tricia Spieker, Speech Language Pathologist. FTE change to .60 FTE from .55 FTE.

**This is a consent item.**

7. Resignations

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

**Rationale:** Resignation: April Becker, School Psychologist and Doreen Heitz, Speech Pathologist.

**This is a consent item.**

8. Educational Service Unit Coordinating Council Update/ 2020-2021 Master Services Agreement

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

**Rationale:** The Administrator will report on statewide activities during this item and share with the Board the 2020-2021 Master Services Agreement for their consideration.

**Recommendation:** Discuss, consider and take any action necessary to approve the 2020-2021 Master Services Agreement as presented.

**This is a consent item.**

**Recommended Motion(s):**

2020-2021 Master Services Agreement as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

5. Recommend removing Board policies not set forth in the newly adopted Board policy book

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

**Rationale:**

Move to repeal and rescind all existing Board policies not set forth in the newly adopted Board policy book.

1) 3.01 Term of Non-Certified Contracts

Rationale: Term of contracts are defined within the contract.

Related Policy: IV.II.C

2) 3.03.01 Long Term Disability Insurance

Rationale: This is a benefit procedure.

3) 3.03.02 COBRA - Consolidated Omnibus Budget Reconciliation Act

Rationale: This is a benefit procedure.

4) 3.07 Payment of Salary

Rationale: This is a salary procedure.

5) 3.20 Psychologist Salary Placement

Rationale: This is in the Negotiation Agreement

**Recommended Motion(s):**

Move to repeal and rescind all existing Board policies not set forth in the newly adopted Board policy book as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

6. ESU 7 COVID-19 Pay Resolution

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

**Rationale:** After consultation with legal council it is recommended that the following 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.

7. Emergency Declaration

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

**Rationale:** On March 13, 2020 Governor Ricketts declared Nebraska a State of Emergency. Following that declaration, Platte County and the City of Columbus declared an emergency on March 17, 2020. This resolution provides authority to the Administrator to make emergency spending decisions as a result of the COVID-19 crisis.

**Recommended Motion(s):**

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

8. Conflict of Interest Discussion

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

**Rationale:** Vice President Doug Kluth has been offered and accepted the interim Superintendent position at Shelby-Rising City. This being an ESU 7 member school has potential for conflicts of interest at ESU 7 Board Meetings. This discussion will provide guidance to the Board as to disclosure of these conflicts.

9. Administrator's Report General

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

**Rationale:** Goals - Attached for your Review  
ESUCC Update - Verbal

1. Services Update

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

**Rationale:** Administrator Polk will provide the Board with information for services deployed during the COVID-19 Crisis.

2. Facilities Update

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

**Rationale:** The Administrator will provide a facilities update during this item.

3. Personnel

**Rationale:** Reading of the 2020 Board Recognition Retiree Resolutions for Darius Mettler, Special Education Director and Laura Mettler, Speech Language Pathologist.

10. Adjournment

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

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

# ATTORNEY GENERAL GUIDANCE ON EXECUTIVE ORDER NO. 20—03 CORONAVIRUS — PUBLIC MEETINGS REQUIREMENT LIMITED WAIVER

## **Posted:**

Tuesday, March 17, 2020

Nebraskans are facing unprecedented challenges to conduct open, public meetings in the face of the Coronavirus pandemic. Recommendations to limit social gatherings to fight the spread of the virus have generated several questions and concerns about the ability of public bodies to meet electronically. In response, earlier today Governor Ricketts issued Executive Order No. 20—03 (“Order”), which provides a limited waiver of certain requirements of the Nebraska Open Meetings Act, Neb. Rev. Stat. §§ 84-1407 to 84-1414 (2014, Cum. Supp. 2018, Supp. 2019). The Order permits all public bodies in the state to meet by videoconferencing, telephone conference call, and other telecommunications applications, so long as members of the public and the media are provided access to the meetings in some manner. The Order requires that any public body that elects to meet by these means (1) provide reasonable advance publicized notice of its meeting and (2) prepare an agenda of items to be discussed at the meeting. See Neb. Rev. Stat § 84-1411(1) (Supp. 2019). Provisions in Neb. Rev. Stat. § 84-1411(2) and (3) requiring public access to videoconference sites and telephone conference sites are waived by the Order. All other requirements of the Act relating to closed sessions, voting, minutes, etc., must be met. The Order applies to all public meetings beginning today through May 31, 2020.

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## **Updated Thursday, March 19, 2020**

Since the issuance of the Order, our office has received numerous calls about its meaning and application. Some callers have interpreted the Order to mean that they can continue to have regular “in-person” meetings, but exclude the public from such meetings. Some have indicated that they plan to close the meeting and post a sign on the door giving the public a call-in number to the meeting being conducted.

Please keep in mind that the Order is a *limited* waiver of some of the provisions of the Open Meetings Act, specifically relating to videoconference and telephone conference meetings. The Order permits all public bodies in the state to meet by videoconferencing, telephone conference call, and other telecommunications applications, so long as access to the meeting is provided to members of the public and the media. All other provisions of the Open Meetings Act have not been waived. If a public body elects to have an in-person meeting, there is no legal basis in the Open Meetings Act or the Order to close the meeting to the members of the public and press who wish to attend.

Our conclusion above is also applicable to instances where there is a “mixed meeting”—i.e., a portion of the public body meets in person and a portion participates electronically. This office has indicated on multiple occasions that a “meeting” subject to the Open Meetings Act occurs when there is a quorum present and the members of the quorum are engaged in any of the

activities included in the definition of “meeting” set out in Neb. Rev. Stat. § 84-1409(2) (2014). If a quorum of the public body elects to physically meet to discuss public business, even though other members may be participating electronically, then members of the public and media should be allowed physical access to the meeting.

The Attorney General highly recommends that public bodies that wish to conduct virtual meetings in accordance with the Order indicate this in the meeting notice. The notice should clearly state how the members of the public and media may access the meeting. The notice should also indicate that since the meeting will be held electronically, and no quorum of the public body will be physically present together, there will be no public in-person attendance.

The Attorney General urges members of public bodies in Nebraska to use their best judgment in deciding how to proceed in light of the Coronavirus pandemic and the Governor’s Order.



STATE *of* NEBRASKA  
OFFICE OF THE GOVERNOR  
LINCOLN

**EXECUTIVE ORDER NO. 20—03**  
**CORONA VIRUS – PUBLIC MEETINGS REQUIREMENT LIMITED WAIVER**

**WHEREAS**, In order to provide flexibility to assist in meeting the emergency conditions and subsequent impacts brought on from COVID-19, a state of emergency was declared in Nebraska on March 13, 2020; and

**WHEREAS**, the State of Nebraska is committed to providing seamless government operations to the people of Nebraska throughout the state of emergency; and

**WHEREAS**, state and local governmental boards, commissions and other public bodies must comply with the Open Meetings Act so that citizens may exercise their democratic privilege of participating in meeting of public bodies; and

**WHEREAS**, for public health purposes, meetings and gatherings have now been limited to no more than 50 people and may be further limited if the presence of COVID-19 warrants;

**NOW THEREFORE**, I, Pete Ricketts, Governor of the State of Nebraska, by virtue of the authority vested in me by the Constitution and laws of Nebraska, hereby issue this limited waiver of certain requirements of the Nebraska Open Meetings Act.

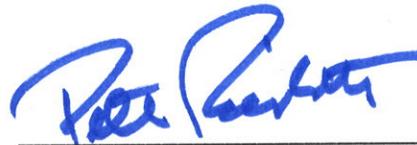
Pursuant to this declaration, I hereby order the following:

1. This executive order applies to all governing bodies as defined in Neb. Rev. Stat. §84-1409 (1) and to all public meetings as defined in Neb. Rev. Stat. § 84-1409 (2).
2. All governing bodies may meet by videoconference or by telephone conferencing or by conferencing by other electronic communication so long as there is made available at such meeting access to members of the public and to members of the media.

3. The advanced publicized notice and the agenda requirements for meetings that are set forth in Neb. Rev. Stat. §84-1411 and the remaining provisions of Nebraska's Open Meeting Act shall continue to be complied with by all governing bodies and are not waived by this executive order.
4. This waiver shall apply to all public governing body meetings that occur from today through May 31, 2020.

**IN WITNESS THEREOF**, I have hereunto set my hand and caused the Great Seal of the State of Nebraska to be affixed on this 17th day of March, 2020.

**ATTEST:**



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Pete Ricketts, Governor



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Robert B. Evnen, Secretary of State

## **OPEN MEETING ACT (2019)**

### **84-1407. Act, how cited.**

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

**Source:**Laws 2004, LB 821, § 34.

### **84-1408. Declaration of intent; meetings open to public.**

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

**Source:**Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.

### **84-1409. Terms, defined.**

For purposes of the Open Meetings Act, unless the context otherwise requires:

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

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

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

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

**Source:**Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2.

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

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion

to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

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

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

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

**Source:**Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

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

(1) Each public body shall 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. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

(a) Reasonable advance publicized notice is given;

(b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;

(c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;

(d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and

(e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or

(ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the

Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

(a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;

(b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;

(c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;

(d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that:

(i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone

conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and

(ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

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

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

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

**Source:**Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; **Laws 2019, LB212, § 5.**

**Effective Date: September 1, 2019**

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

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

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

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

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

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

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act;

(f) Reasonable arrangements are made to provide viewing at other in-state locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

(g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

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

(8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**Source:**Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1.

#### **84-1413. Meetings; minutes; roll call vote; secret ballot; when.**

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

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

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

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

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

**Source:**Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1.

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

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged

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

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

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

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

**Source:**Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.



*I pledge allegiance to the Flag of the*

**UNITED STATES OF AMERICA,**

and to the Republic for which it stands,  
one Nation under God, indivisible,  
with liberty and justice for all.



## **Regular Board of Directors Meeting**

Educational Service Unit 7, Oak Room

2657 44th Avenue

Columbus, NE 68601-8537

Monday, March 16, 2020 at 5:30 PM

Attendance Taken at 5:31 PM.

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

Present: 9, Absent: 3.

### **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 5:31p.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

#### 1.1. 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

Marni Danhauer and Doug Pauley are 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.

Approval of Board Member absences as presented Passed with a motion by Jennifer Miller and a second by Tammy Roh.

Marni Danhauer:	Absent
Donald Ellison:	Absent
Richard Stephens:	Absent
Joyce Baumert:	Yea
Dan Hoesly:	Yea
Doug Kluth:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Tammy Roh:	Yea
Gary Wieseler:	Yea
Jack Young:	Yea
Yea: 9, Nay: 0, Absent: 3	

#### 1.4. 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 Joyce Baumert and a second by Doug Pauley.

Marni Danhauer: Absent  
Donald Ellison: Absent  
Richard Stephens: Absent  
Joyce Baumert: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 9, Nay: 0, Absent: 3

### 3. Welcome Visitors

### 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.

### 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 Dan Hoesly and a second by Doug Pauley.

Marni Danhauer: Absent  
Donald Ellison: Absent  
Richard Stephens: Absent  
Joyce Baumert: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 9, Nay: 0, Absent: 3

#### 5.1. Minutes

**This is a consent item.**

#### 5.2. Treasurer's Report

**This is a consent item.**

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

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

**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.

Approve LMHP contract for Megan Welsh as presented Passed with a motion by Joyce Baumert and a second by Jennifer Miller.

Marni Danhauer: Absent

Donald Ellison: Absent

Richard Stephens: Absent

Joyce Baumert: Yea

Dan Hoesly: Yea

Doug Kluth: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Tammy Roh: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

## 7. ESU 7 Administrator Contract Amendment

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.

ESU 7 Amended Administrator Contract Passed with a motion by Doug Pauley and a second by Richard Luebbe.

Marni Danhauer: Absent

Donald Ellison: Absent

Richard Stephens: Absent

Joyce Baumert: Yea

Dan Hoesly: Yea

Doug Kluth: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 9, Nay: 0, Absent: 3

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

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

Approval of Article V, Section 2, Section 504 Compliance as presented Passed with a motion by Jennifer Miller and a second by Jack Young.

Marni Danhauer: Absent  
Donald Ellison: Absent  
Richard Stephens: Absent  
Joyce Baumert: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 9, Nay: 0, Absent: 3

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

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

Approve Article V, Section 7, A Communicable and Infectious Diseases Passed with a motion by Gary Wieseler and a second by Jack Young.

Marni Danhauer: Absent  
Donald Ellison: Absent  
Richard Stephens: Absent  
Joyce Baumert: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea

Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 9, Nay: 0, Absent: 3

Administrator Polk provided the Board with information related to COVID-19 as was known at that time. She shared legal advise related to the policies recommended in this meeting.

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

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.

Approval of Article V, Section 7, B Emergency Closure of ESU 7 Buildings Passed with a motion by Jack Young and a second by Joyce Baumert.

Marni Danhauer: Absent  
Donald Ellison: Absent  
Richard Stephens: Absent  
Joyce Baumert: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 9, Nay: 0, Absent: 3

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

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

Approval of Article V, Section 7, C Emergency Exclusion of Persons from ESU 7 Passed with a motion by Tammy Roh and a second by Doug Pauley.

Marni Danhauer: Absent  
Donald Ellison: Absent  
Richard Stephens: Absent  
Joyce Baumert: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 9, Nay: 0, Absent: 3

## 12. ESU 7 COVID-19 Guide

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.

Approval of ESU 7 COVID-19 Guide with the understanding that the Passed with a motion by Tammy Roh and a second by Jack Young.

Marni Danhauer: Absent  
Donald Ellison: Absent  
Richard Stephens: Absent  
Joyce Baumert: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 9, Nay: 0, Absent: 3

Administrator Polk provide explanation of the ESU 7 COVID-19 Guide. The status of the Coronavirus is changing fluidly so the attached guide will be updated and revised as changes are recommended from the health departments. ESU 7 will have a staff meeting on Tuesday, March 17 to discuss the Guide as well as any approved policies.

### 13. ESU 7 COVID-19 Pay Resolution

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.

Approval of ESU 7 COVID-19 Pay Resolution Passed with a motion by Joyce Baumert and a second by Gary Wieseler.

Marni Danhauer: Absent  
Donald Ellison: Absent  
Richard Stephens: Absent  
Joyce Baumert: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 9, Nay: 0, Absent: 3

The attached pay resolution was provided at the advisement of legal council. Administrator Polk answered questions and provided information on how this resolution will affect staff members.

### 14. Addendum to 2019-2020 Negotiated Agreement

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.

Approval of addendum to the 2019-2020 negotiated agreement as well as extending medical leave changes to those employees not covered by the negotiated agreement. Passed with a motion by Doug Pauley and a second by Joyce Baumert.

Marni Danhauer: Absent  
Donald Ellison: Absent  
Richard Stephens: Absent  
Joyce Baumert: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea

Jennifer Miller: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 9, Nay: 0, Absent: 3

The attached Addendum to the 2019-20 Negotiated Agreement was provided at the advisement of legal council. Administrator Polk answered questions and provided information on how this Addendum and its extension covering all staff members will affect them.

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

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.

Administrator Polk discussed the possibility of canceling the Recognition Dinner in April as well as using zoom for April Board meeting. A decision will be made in two weeks.

##### 15.1. Services Update

SIMPL Update

A SIMPL update was not provided.

##### 15.2. Facilities Update

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.

Approve quote for doors and locks from Applied Connective Technologies of \$43,508.25  
Passed with a motion by Jennifer Miller and a second by Joyce Baumert.

Marni Danhauer: Absent

Donald Ellison: Absent

Richard Stephens: Absent

Joyce Baumert: Yea  
Dan Hoesly: Yea  
Doug Kluth: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Tammy Roh: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 9, Nay: 0, Absent: 3

Dan Ellsworth provided the Board with security bids for doors and locks from Applied Connective Technologies and M&O Door Products.

#### 15.3. Personnel

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.

#### 15.4. Legislative Update

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

Administrator Polk provided a Legislative update to the Board.

#### 16. Adjournment

Meeting adjourned at 7:34 p.m. Minutes respectfully submitted by Linda Shefcyk, acting Recording Secretary.

Mar.'20 Treasurer Report

<b>Beginning Balance March 1, 2020</b>			<b>\$67,684.92</b>		
<b>RECEIPTS</b>					
Property taxes		\$123,710.87			
SPED		\$441,035.83			
General/Flow Through		\$76,217.54			
Grants		\$512,865.40			
<b>TOTAL RECEIPTS</b>		\$1,153,829.64	\$1,153,829.64		
			\$1,221,514.56		
Transfer to Money Market			\$455,000.00	-	
Total Funds Available			\$766,514.56		
<b>DISBURSEMENTS:</b>					
General Fund		\$206,939.71			
SPED		\$310,084.40			
Grants		\$181,596.91			
<b>Total DISBURSEMENTS Check #70578 thru #70718</b>		\$698,621.02	\$698,621.02	-	
<b>Ending balance, MARCH 31, 2020</b>			<b>\$67,893.54</b>		

Checking balance					\$67,893.54
Money Market Deposit Account at First National Bank					\$2,780,000.00
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

**TOTAL CASH ON HAND (includes cash reserve amount below) \$3,447,893.54**

**CASH RESERVE \$1,294,879.97**

**Funds that are due to ESU 7**

Grants					(\$1,024,070.76)
Production/Art Media Accounts Receivable			(\$10,525.50)		
Network Support Accounts Receivable			(\$1,163.75)		
Misc. Flow thru Accounts Receivable			(\$24,868.61)		
Outstanding Receivables					(\$36,557.86)
<b>Total due to ESU 7</b>					<b>(\$1,060,628.62)</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	\$5,026,956.91
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	\$162,892.28	6.06%	6.29%		
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	\$1,289,956.51		
Dollars approved from cash reserve				\$75,508.79		

## A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00070719	15,234.47	04/01/20	388 APPLIED CONNECTIVE TECHNOLOGIES	C
10	00070720	34.68	04/20/20	10013 ACE HARDWARE	C
10	00070721	226.00	04/20/20	190428 ALMQUIST, MALTZAHN, GALLOWAY & LUTH, PC	C
10	00070722	2,500.41	04/20/20	10391 AMAZON	C
10	00070723	54.63	04/20/20	120155 AMY J SLAMA	C
10	00070724	646.88	04/20/20	130180 AMY MAZANKOWSKI	C
10	00070725	315.10	04/20/20	7633 ANA SANTOS	C
10	00070726	2,563.00	04/20/20	11142 ANDERSON & WORTH OFFICE FURNITURE	C
10	00070727	493.93	04/20/20	8508 APRIL BECKER	C
10	00070728	105.28	04/20/20	7331 BEST WESTERN PLUS OMAHA AIRPORT INN	C
10	00070729	17,286.37	04/20/20	20428 BOONE CENTRAL SCHOOLS	C
10	00070730	1,162.85	04/20/20	4901 CAPITAL ONE-ASD PFISTER	C
10	00070731	653.95	04/20/20	30038 CAPITAL ONE-SPED ARNDT	C
10	00070732	105.00	04/20/20	2097 CAPITAL ONE-SPED KASSING	C
10	00070733	125.58	04/20/20	30192 CDW-G	C
10	00070734	1,790.07	04/20/20	160655 CENTERPOINT ENERGY SERVICES , INC.	C
10	00070735	5,600.00	04/20/20	30235 CENTRAL CITY PUB SCHOOL	C
10	00070736	348.83	04/20/20	30550 CITY OF COLUMBUS WATER & SANIT	C
10	00070737	200.00	04/20/20	30610 CLARKSON PUBLIC SCHOOLS	C
10	00070738	260.00	04/20/20	30875 COLUMBUS AREA CHAMBER OF COMMERCE	C
10	00070739	1,016.60	04/20/20	31035 COLUMBUS PUBLIC SCHOOLS GENERAL FUNDS	C
10	00070740	200.00	04/20/20	31462 CROSS COUNTY SCHOOL	C
10	00070741	82.44	04/20/20	4812 CUBBY'S, INC.	C
10	00070742	14,538.00	04/20/20	40190 DAKTECH COMPUTERS	C
10	00070743	200.00	04/20/20	40235 DAVID CITY PUBLIC SCHOOL	C
10	00070744	7,062.87	04/20/20	40725 EAKES OFFICE SOLUTIONS	C
10	00070745	200.00	04/20/20	50060 EAST BUTLER PUBLIC SCHOOL	C
10	00070746	517,615.55	04/20/20	50825 ED SERVICE UNIT 7-PAYROLL	C
10	00070747	844.72	04/20/20	50515 ELECTRICAL ENGINEERING & EQ.	C
10	00070748	760.00	04/20/20	11215 ELECTRONIC CONTRACTING COMPLANY	C
10	00070748	-760.00	04/09/20	11215 ELECTRONIC CONTRACTING COMPLANY	CV
10	00070749	181.94	04/20/20	7560 HOSTED SERVICES	C
10	00070750	430.47	04/20/20	50640 ESU 1	C
10	00070751	9,262.37	04/20/20	50645 ESU 2	C
10	00070752	20.00	04/20/20	50725 ESU 6	C
10	00070753	223.69	04/20/20	60018 FALTYS ELECTRIC LLC	C
10	00070754	100.00	04/20/20	3743 FES LLC	C
10	00070755	195.75	04/20/20	7226 FIREGUARD	C
10	00070756	41.13	04/20/20	60056 FIRST NATIONAL BANK	C
10	00070757	200.00	04/20/20	60800 FULLERTON PUBLIC SCHOOL	C
10	00070758	292.50	04/20/20	7013 GREAT PLAINS COMMUNICATIONS	C
10	00070759	10,881.29	04/20/20	80390 HIGH PLAINS COMMUNITY SCHOOLS	C
10	00070760	31.85	04/20/20	4944 HOBBY LOBBY	C
10	00070761	199.90	04/20/20	80507 HOLIDAY INN EXPRESS	C
10	00070762	558.00	04/20/20	80543 HOMETOWN LEASING	C
10	00070763	400.00	04/20/20	80670 HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	C
10	00070764	600.00	04/20/20	80860 HUMPHREY PUBLIC SCHOOL	C
10	00070765	797.41	04/20/20	80880 HY-VEE	C
10	00070766	8,157.60	04/20/20	90088 INDOFF INCORPORATED	C
10	00070767	446.20	04/20/20	3387 JENNIFER FISTLER	C
10	00070768	74.71	04/20/20	11223 JILL WURDEMAN	C
10	00070769	2,654.00	04/20/20	6319 JOURNEYED.COM, INC.	C
10	00070770	185.73	04/20/20	260092 JUDY A ZADINA	C
10	00070771	458.28	04/20/20	110030 JULIE R KAHLER	C
10	00070772	1,474.00	04/20/20	110235 KIDDIE CAB	C

## A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00070773	1,377.00	04/20/20	4839 KSB SCHOOL LAW	C
10	00070774	213.50	04/20/20	3352 LAKEFRONT SPRINKLERS & RETAINING WALLS	C
10	00070775	200.00	04/20/20	120129 LAKEVIEW COMMUNITY SCHOOLS	C
10	00070776	300.00	04/20/20	11231 LAURA PRYOR THERAPY, INC.	C
10	00070777	300.00	04/20/20	11240 LAURA STOLTZ	C
10	00070778	118.00	04/20/20	4430 LEARNING FORWARD NEBRASKA	C
10	00070779	400.00	04/20/20	120223 LEIGH COMMUNITY SCHOOLS	C
10	00070780	298.43	04/20/20	40545 LISA DURANSKI	C
10	00070781	2,312.70	04/20/20	120550 LOUP POWER DIST	C
10	00070782	49.34	04/20/20	5410 MARK BRADY	C
10	00070783	352.43	04/20/20	130378 MENARDS	C
10	00070784	150.00	04/20/20	140351 NCSA	C
10	00070785	122.59	04/20/20	140570 NEBRASKA TECHNOLOGY & TELECOM.	C
10	00070786	891.10	04/20/20	11185 OBRIST	C
10	00070787	200.00	04/20/20	150330 OSCEOLA PUBLIC SCHOOLS	C
10	00070788	400.00	04/20/20	160033 PALMER PUBLIC SCHOOL	C
10	00070789	21,554.40	04/20/20	5061 PAPER 101	C
10	00070790	476.36	04/20/20	160062 PEARSON EDUCATION	C
10	00070791	66.69	04/20/20	160450 PIZZA RANCH	C
10	00070792	630.00	04/20/20	160645 PORTER TRUSTIN CARLSON CO.	C
10	00070793	155.49	04/20/20	160672 PRESTO-X	C
10	00070794	32.83	04/20/20	170029 QUALITY SOUND	C
10	00070795	5,176.66	04/20/20	4189 RAMADA COLUMBUS RIVER'S EDGE CONVENTION	C
10	00070796	13,225.00	04/20/20	60015 ROSETTA STONE LTD	C
10	00070797	414.00	04/20/20	30268 SANDY CERNY	C
10	00070798	767.63	04/20/20	981 SARAH WACHA	C
10	00070799	712.70	04/20/20	190164 SCHUYLER COMMUNITY SCHOOLS	C
10	00070800	434.70	04/20/20	8524 SHAYNA CEPPEL	C
10	00070801	600.00	04/20/20	190390 SHELBY-RISING CITY PUBLIC SCHOOL	C
10	00070802	179.88	04/20/20	190396 SHERWIN WILLIAMS	C
10	00070803	1,500.00	04/20/20	190557 SOUTHWEST BINDING & LAMINATING	C
10	00070804	1,000.00	04/20/20	190007 ST EDWARD PUBLIC SCHOOL	C
10	00070805	4,586.40	04/20/20	190850 DAS STATE ACCOUNTING-CENTRAL FINANCE	C
10	00070806	271.78	04/20/20	191085 SUPER SAVER	C
10	00070807	90.00	04/20/20	8710 TIME MANAGEMENT SYSTEMS	C
10	00070808	400.00	04/20/20	200493 TWIN RIVER PUBLIC SCHOOL	C
10	00070809	112.50	04/20/20	200606 U & I SANITATION	C
10	00070810	1,341.86	04/20/20	10320 VERIZON WIRELESS	C
10	00070811	279.88	04/20/20	230049 WALMART (SPED)	C
10	00070812	264.17	04/20/20	230051 WALMART COMMUNITY - MIG	C
10	00070813	125.35	04/20/20	10545 YARIBEY RODRIGUEZ	C
10	00070814	514.63	04/20/20	10510 ABBY PFISTER	A
10	00070815	614.10	04/20/20	10030 ANA KAREN GARCIA MEDINA	A
10	00070816	432.40	04/20/20	1082 ANGEL D MAYBERRY	A
10	00070817	200.10	04/20/20	40709 ANN DUBAS	A
10	00070818	449.66	04/20/20	990 BRANDY ROSE	A
10	00070819	376.05	04/20/20	5967 CASSANDRA RUTH	A
10	00070820	312.80	04/20/20	9512 CASSIE KRINGS	A
10	00070821	18.52	04/20/20	7188 CODY NELSEN	A
10	00070822	601.17	04/20/20	180474 DARLENE RODRIGUEZ	A
10	00070823	349.60	04/20/20	10529 DAVID VANDERHEIDEN	A
10	00070824	280.03	04/20/20	10758 DORI HEITZ	A
10	00070825	48.88	04/20/20	60033 ELISSA HEIBEL	A
10	00070826	343.85	04/20/20	7099 HALEY KUNZE	A
10	00070827	1,097.10	04/20/20	20135 ISAURA BARRETO	A

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00070828	422.05	04/20/20	8559 JACLYN TERNUS	A
10	00070829	568.10	04/20/20	9580 JASON TROTTER	A
10	00070830	99.48	04/20/20	10952 JENNIFER RIVERA	A
10	00070831	363.69	04/20/20	9741 JENNIFER ZYSSET	A
10	00070832	857.56	04/20/20	8540 JOLYNN KAHLANDT	A
10	00070833	46.00	04/20/20	8532 JULIE LAZARCHIC	A
10	00070834	255.88	04/20/20	6459 KAISE RECEK	A
10	00070835	92.00	04/20/20	8516 KATHERINE BOSAK	A
10	00070836	95.22	04/20/20	100521 KRIS JOHNSON	A
10	00070837	516.73	04/20/20	7072 LAURA METTLER	A
10	00070838	30.48	04/20/20	10430 LEANNE BLANCHARD	A
10	00070839	633.65	04/20/20	190434 LORI SIMANEK	A
10	00070840	61.52	04/20/20	7161 MAYRA VARGAS	A
10	00070841	455.98	04/20/20	8788 NATHALIE VARGAS	A
10	00070842	64.40	04/20/20	160280 PAULA PETERSON	A
10	00070843	724.50	04/20/20	5983 RACHEL GARNER	A
10	00070844	230.29	04/20/20	10375 RONELLE JACKSON	A
10	00070845	555.47	04/20/20	10960 ROSA WALDROP	A
10	00070846	836.63	04/20/20	130708 SHARON M BROWN	A
10	00070847	455.40	04/20/20	10740 SHELLI EICKMEIER	A
10	00070848	181.70	04/20/20	10774 TRICIA SPIEKER	A
10	00070849	314.53	04/20/20	230361 WENDY WOLFE	A
10	00070850	380.00	04/20/20	11215 ELECTRONIC CONTRACTING COMPLANY	C

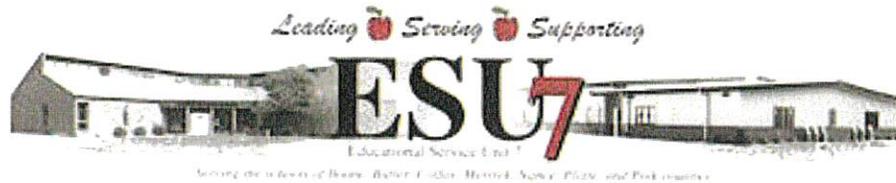
Total Bank No 10 705,297.55

Total Manual Checks	.00
Total Computer Checks	692,557.40
Total ACH Checks	13,500.15
Total Other Checks	.00
Total Electronic Checks	.00
Total Computer Voids	-760.00
Total Manual Voids	.00
Total ACH Voids	.00
Total Other Voids	.00
Total Electronic Voids	.00

Grand Total 705,297.55

Number of Checks 133

Batch Yr	Batch No	Amount
20	000185	15,234.47
20	000190	517,615.55
20	000191	83,508.82
20	000193	36,384.43
20	000194	52,174.28
20	000202	380.00



## CERTIFICATED PROFESSIONAL CONTRACT

This contract is made by and entered into between Educational Service Unit 7, State of Nebraska, hereinafter referred to as "ESU7", and Leanne Blanchard, hereinafter referred to as the "Party".

**WITNESSETH:** That ESU7 hereby agrees to employ the above named Party in the assignment of Student Services Principal, subject to the following terms and conditions:

- 1 **Term of Employment.** This agreement shall commence on the 1st day of September, 2020 and may be terminated pursuant to Section 7 of this agreement. This term shall consist of 225 days of service in any given contract year, which is exclusive of holidays.
- 2 **Compensation:** The Party shall be paid a yearly salary of \$94,490 paid in 12 monthly payments of \$7,874.17. The first salary installment shall be payable on the 18th day of September and on the 20th day of each month thereafter.
- 3 **Fringe Benefits:** ESU7 agrees to provide the same fringe benefits as annually approved by the Board of ESU7.
- 4 **Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.
- 5 **Policies, Rules and Regulations.** The Party agrees to be governed by the policies of the Board of ESU7, the rules and regulations of ESU7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU7 and rules and regulations of the ESU7 may be changed at any time, with or without notice to the Party.
- 6 **Duties.** The duties of the Party shall be as prescribed for the position and assignment, which duties shall be performed in accordance with standards, goals, and policies established by the Board of ESU7 and the ESU7 Administrator. The Party agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.

- 7 **Termination of Employment.** Should the party violate any of the terms of this contract, or in the performance of his/her assigned duties fail satisfactorily to perform, the Board of ESU7 may upon a finding of just cause, all as set forth hereafter, terminate this contract. Prior to any final decision to terminate this contract prior to the completion of the contract period, the ESU Administrator shall notify the party in writing of any conditions of unsatisfactory performance which the ESU Administrator considers may be just cause to terminate this contract prior to the end of the contract period. The Party will be provided the due process rights provided to them by policy and statute.
- 8 **Disability.** Should the Party be unable to perform the essential functions of the position by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than two (2) months; or if such disability is permanent, irreparable, or of such a nature as to make performance of his/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.
- 9 **Deductions.** This contract shall conform to the federal and state regulations governing deductions from the compensation stated herein with reference to withholding tax, social security, and teacher's retirement. Other deductions may be withheld as agreed to by the parties of this contract.
- 10 **Private Automobiles.** ESU7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU7 in accordance with such mileage reimbursement policies of the Board of ESU7 or as otherwise provided for the in the Negotiated Master Agreement.
- 11 **Entirety of Agreement and Amendments.** The Party certifies that he or she has read the foregoing Certificated Contract, fully understands its terms and conditions and agrees that the foregoing Certificated Contract constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Certificated Contract shall be subject to modification only by a written instrument signed by the Party and the ESU7 Administrator.
- 12 **Amendments to be in Writing.** This contract may be modified or amended only by a written document duly authorized and executed by the ESU7 Administrator and the Board.
- 13 **Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**IN WITNESS WHEREOF**, the parties have executed this contract on the dates below:

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

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

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

Executed by the Party this 27 day of March, 2020.

Seanne M Blanchard  
Party



**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 **Angel Mayberry**, 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 1 day of June, 2020. This contract shall terminate on the 31 day of May, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 215 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: Grant Coordinator. 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 \$64,522.02 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$5,376.84 in accordance with ESU's payment practices for professional

staff members. The first salary installment shall be payable on the 19th day of June 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 31<sup>st</sup> day of March, 2020.



Employee

**Professional (Exempt) Notes/Comments**  
**Do not print with contract**  
**FOR OFFICE USE ONLY**

Grant Coordinators  
PD Coordinators



**Office Use Only:**

Degree \*MA

Hours Earned \*00

Experience 9

Index 1.57

FTE .60

Salary + Equity\* \$33346.8+6850.80

\*Anticipated for (2020-2021 school year)

## CERTIFICATED SPECIAL EDUCATION CONTRACT

This contract is made by and entered into between Educational Service Unit 7, State of Nebraska, hereinafter referred to as "ESU7", and Tricia Spieker, hereinafter referred to as the "Party".

**WITNESSETH:** That ESU7 hereby agrees to employ the above-named Party in the assignment of Speech Lang. Path. for school year 2020-2021, subject to the following terms and conditions:

- 1. Term of Employment.** This agreement shall commence on the 10 day of August, 2020. This agreement shall terminate on the 18 day of May, 2021 or may be terminated pursuant to Section 7 of the attached contract, whichever comes first. This term shall consist of 102 days of service in any given fiscal year, which are exclusive of holidays.
- 2. Compensation:** The Party shall be paid a yearly salary as determined by the applicable Negotiated Master Agreement, paid in 12 monthly payments. The first salary installment shall be payable on the 18 day of September and on the 20<sup>th</sup> day of each month thereafter.
- 3. Fringe Benefits:** ESU7 agrees to pay such part of the health and dental insurance premium of the party as may be agreed upon in negotiations between ESU7 and bargaining organization or organizations of the party, providing said party opts to participate in such an insurance program.
- 4. Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is

not registered with ESU7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.

5. **Policies, Rules and Regulations.** The Party agrees to be governed by the policies of the Board of ESU7, the rules and regulations of ESU7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU7 and rules and regulations of the ESU7 may be changed at any time, with or without notice to the Party.
6. **Duties.** The duties of the Party shall be as prescribed for the position and assignment, which duties shall be performed in accordance with standards, goals, and policies established by the Board of ESU7 and the ESU7 Administrator. The Party agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.
7. **Termination of Employment.** Should the party violate any of the terms of this contract, or in the performance of his/her assigned duties fail satisfactorily to perform, the Board of ESU7 may upon a finding of just cause, all as set forth hereafter, terminate this contract. Prior to any final decision to terminate this contract prior to the completion of the contract period, the ESU Administrator shall notify the party in writing of any conditions of unsatisfactory performance which the ESU Administrator considers may be just cause to terminate this contract prior to the end of the contract period. If the party wishes a hearing, a written request shall be sent to the Secretary of the Board or the ESU Administrator within 7 calendar days after receipt of the written notice. Upon receipt of such notice the Board shall order the hearing to be held within thirty (30) days and shall give written notice of the time and place of the hearing to the party. At the hearing evidence shall be presented in support of the reasons given for considering termination of the contract and the party shall be permitted to produce evidence relating thereto.

The Board shall render a decision to terminate the contract based on the evidence produced at the hearing. As used herein the term "just cause" shall mean (a) incompetency, (b) neglect of duty, (c) unprofessional conduct, (d) insubordination, (e) immorality, (f) physical or mental incapacity, or (g) other conduct, which interferes substantially with the continued performance of his/her assigned duties. Nothing contained herein shall prevent the suspension of the party, with pay, from his/her duties during the pendency of such proceedings. If the party makes no request for a hearing within the seven days provided herein, the Board of ESU7 may proceed to take official action to terminate this contract.

8. **Disability.** Should the Party be unable to perform the essential functions

or the position by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than two (2) months; or if such disability is permanent, irreparable, or of such a nature as to make performance of his/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, with the exception of any benefits to be paid to the Party under any insurance coverage furnished by ESU7.

9. **Deductions.** This contract shall conform to the federal and state regulations governing deductions from the compensation stated herein with reference to withholding tax, social security, and teacher's retirement. Other deductions may be withheld as agreed to by the parties of this contract.
10. **Private Automobiles.** ESU7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU7 in accordance with such mileage reimbursement policies of the Board of ESU7 or as otherwise provided for in the Negotiated Master Agreement.
11. **Entirety of Agreement and Amendments.** The Party certifies that he or she has read the foregoing Certificated Special Education Contract, fully understands its terms and conditions and agrees that the foregoing Certificated Special Education Contract constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Certificated Special Education Contract shall be subject to modification only by a written instrument signed by the Party and the ESU7 Administrator.
12. **Amendments to be in Writing.** This contract may be modified or amended only by a written document duly authorized and executed by the ESU7 Administrator and the Board.
13. **Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**IN WITNESS WHEREOF**, the parties have executed this contract on the dates below:

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

\_\_\_\_\_  
Secretary, Board of ESU7                      President, Board of ESU

Executed by the Party this 8<sup>th</sup> day of April, 2020.

Lucia Spiker  
Party

Amended FTE 6/17/19  
Office Use Only:  
Degree: \*MA  
Hours Earned: \*0  
Experience: 8  
Index: 1.53  
FTE: .55  
Salary + Equity: \$28,343.40+6,279.90  
\*Anticipated for (2019-2020 school year)

March 27, 2020

ESU 7 Administration,

Please accept this letter of resignation effective the last contract day of the 2019-2020 school year.

It has been a pleasure to work for Educational Service Unit 7 and I appreciate the opportunities I have been given while I have been employed here.

Sincerely,

*April Becker*

April Becker  
School Psychologist

April 10, 2020

Dear ESU #7 Administrators,

I am writing to inform you and the board that I am resigning my position as Speech Pathologist at ESU #7 effective at the end of the 2019-2020 school year. It has been a pleasure to work for you and with all the employees of ESU #7. Thank you for the opportunity to be part of your team.

Sincerely,  
Doreen Heitz

**2020-2021 Master Services Agreement  
Between the  
Educational Service Unit Coordinating Council and  
Educational Service Unit 7**

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into this 20 day of April, 2020 ("effective date") by and between THE EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL, a political subdivision of the State of Nebraska, hereinafter referred to as "the Council" or "the ESUCC," and EDUCATIONAL SERVICE UNIT NO. 7, a political subdivision of the State of Nebraska referred to as "the ESU."

**Recitals**

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

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

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

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

**1. General Provisions**

- a. Purpose. The purpose of this Agreement is to establish the general terms and conditions applicable to the education initiatives, services and projects (collectively "Projects") which ESUCC supplies to the ESU for the 2020-21 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESU CC's Projects.
- b. Participation in Individual Projects. This Agreement outlines several Projects which ESUCC has undertaken for the statewide benefit of Nebraska educational service units and their member school districts. Other than the statewide core service initiatives designated herein as required by Rule 84 of the Nebraska Department of Education, the ESU may choose to participate in some, but not all of the Projects referenced by this Agreement. The ESU shall indicate its intention to participate in a particular Project by marking, where indicated, each Project in which it wishes to participate or make available to its member school districts. ESUCC is only obligated to provide services to the ESU for the Projects which the ESU has marked as provided herein.
- c. Term. The term of this Agreement shall be one (1) year, commencing on August 1, 2020 and ending on July 31, 2021.

- d. Provision of Services by ESUCC's Agents. The ESUCC may contract with third parties to provide some or all of the services described in this Agreement. The ESU hereby expressly agrees to the provision of those services by said third-party agents and agrees to cooperate with all agents of ESUCC in the implementation of such Projects including, but not limited to, invoicing, payment and administration necessary for the delivery of Project services in the name of ESUCC.
- e. Compliance with State Law. Each Party will comply with applicable laws in its performance hereunder and will advise the other of changes in laws that concern the conduct of the Projects and services contemplated by this Agreement. Each Party shall obtain and maintain all approvals required to perform its obligations under this Agreement.
- f. Right to Make Changes. ESUCC reserves the right in its sole discretion, to make changes to the operation of each of the individual Projects referred to herein, including, but not limited to, an increase in the fees charged for particular Projects, if the ESUCC determines that such fee increase is necessary for the continued operation of the particular Project, provided, however, that no such change shall have a material adverse impact on the ESU.
- g. New Projects. In the event ESUCC determines to offer a new Project during the term of this Agreement and the ESU wishes to participate in said new Project, the parties may describe the new Project in writing and incorporate that writing as a formal addendum to this Agreement.
- h. Amendments in Writing. Notwithstanding any provision of this Agreement to the contrary, any amendment to this Agreement must be in writing and signed by an authorized representative of each Party. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.
- i. Indemnification. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- j. Assignment. The ESU shall not assign any right or delegate any obligation arising hereunder without the prior written consent of ESUCC. This provision does not prevent the ESU from allowing its member school districts to participate in some or all of the Projects described herein.
- k. Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of and be enforceable by each Party hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- i. Entire Agreement. This Agreement supersedes and replaces all prior agreements or understandings and constitutes the entire agreement between the Parties concerning the subject matter hereof; there are no other agreements, understandings, or representations, whether written or oral, between the ESU and ESUCC concerning the subject matter addressed herein.
- m. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.
- n. Nondiscrimination. The parties shall not discriminate against any employee or applicant who is to be employed for performance of this MOU with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- o. Employment Eligibility Verification. The parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

## **2. Professional Development Project (ESUPDO Project)**

- a. Purpose of Professional Development Projects. One of the core services provided to school districts is professional development of their staff. Pursuant to Rule 84 of the Nebraska Department of Education, all ESUs are required to participate in statewide core service initiatives as established by the ESU Coordinating Council as a condition of accreditation. The ESUPDO Project is one of the mandatory statewide core service initiatives undertaken by the ESUCC. Mandatory participation includes financial support of the project pursuant to the terms set forth in this section.
- b. Professional Development Planning Committee. The ESUCC shall appoint educators and other experts to a Professional Development Planning Committee. The initial committee shall consist of members who possess expertise in professional development and specific curriculum areas including members from NDE and statewide initiatives/projects at the discretion of the ESUCC and its Executive Director. The Professional Development Planning Committee shall provide the ESUCC's Executive Director with suggestions and input on technical and other matters related to professional development and specific special projects involving educators' professional development, within the State of Nebraska. The ESUCC Executive Director may also form ad hoc committees from time to time to address matters relevant to the various Professional Development Initiatives.

- c. Annual Professional Development Program. The ESUCC will develop an annual program of professional development offerings that will assist the ESU and its member districts in providing professional development to educators statewide. The ESUCC will assist the ESU in meeting its obligations pursuant to Rule 84 of the Nebraska Department of Education in collaborating to create opportunities for educational training and staff development for the staff of educational service units, the Nebraska Department of Education, and school districts statewide.
- d. ESUPDO Project. The ESUPDO serves as a collaborative effort to provide statewide training and alignment of efforts for ESU employees and key NDE Staff statewide. Professional development is among the core services identified by state statute for ESU's. ESUPDO consists of four affiliate groups comprised of ESU employees across the seventeen ESU's with representation from essential NDE Staff.

These groups are:

- i. Staff Development Affiliate (SDA): Members are responsible for providing staff development for their school districts and assisting the Nebraska Department of Education efforts on statewide and local assessment as well as school improvement for Nebraska's school districts.
- ii. Teaching and Learning with Technology (TLT): The purpose of the Teaching and Learning with Technology Affiliate (TLT) is to connect educators with resources, best practices, and emerging technologies to transform teaching and learning within the classroom. This support is provided through school improvement efforts, professional development, and coordinated statewide projects, services, and efforts.
- iii. Network Operations Committee (NOC): NOC supports the extensive communications network within and among the ESU's and school districts. NOC provides network security and protocols for their districts and ESU's and ensures the communications network for distance education, internet, email, and phones are functioning and secure.
- iv. ESU Special Populations Directors (ESPD): This group consists of Special Education Directors and staff from across the state. This group was included in the ESUPDO as the need for special education professional development for special education and classroom teachers emerged in the age of standards and assessment. ESPD is involved with the Nebraska Department of Education in providing leadership for special education training and support.
- v. ESUPDO Fees. Each ESU will participate in the ESUPDO Project and contribute \$3,404 to fund the activities of the Professional Development Annual Program.

- e. Professional Development Special Projects. The ESUCC may also facilitate special projects, organize and facilitate programs, or serve as a fiscal agent for activities to enhance professional development opportunities. These special projects may include but are not limited to special education grant programs, NDE career education grant programs, and other grant or collaborative efforts that enhance statewide professional development.
- f. Fees for Participation in Specific Professional Development Activities. Professional Development activities may include a registration, material, and other fees. Such fees will be set at no more than \$20 per person per day. Material and other fees will be actually incurred costs beyond normal registration. Any fees billed through an agent of ESUCC must identify the specific core activity provided on behalf of the ESUCC and be appropriately allocated by such agent in accordance with agreed upon billing practices. ESUCC will provide to each ESU that participates in the Professional Development Project invoices that detail the expenditures for each event or meeting. Participation fees shall be billed bi-annually by ESUCC during the academic year.

**The following is a cost summary for this project:**

<b>Section 2</b>	<b>PD Annual Program Fees</b>	<b>\$ 3,404</b>
	<b>(Each ESU will participate.)</b>	
<b>Section 3</b>	<b>PD Participation Fees</b>	<b>\$ 20 per person per day</b>
	<b>(Each ESU will participate.)</b>	

***MSA Fees for 2019-2020: \$4,239/\$20***

- 3. Service Implementation Model Process and Log (SIMPL): This service is a data-driven process to systematically identify the needs of our districts and develop services to fill the gaps. The SIMPL online tool allows ESUs to comprehensively assess the available services for optimal implementation at the school district level.

**The following is a cost summary for this project.**

<b>SIMPL fee</b>	<b>Up to \$ 1,500</b>
<b>(Each ESU will participate.)</b>	

***Fees for 2016-2017: Innovation Grant***

#### 4. Digital Learning Services and Projects:

##### **Encompassing Distance Education, BlendEd Learning, Open Educational (OER), Instructional Materials, and Learning Management Systems (LMS)**

- a. Purpose of Digital Learning Services and Projects. The ESUCC shall provide distance education services including brokering and facilitating the exchange of distance education courses, the administration of learning management systems, and the assessment of distance education needs and evaluation of distance education services as provided for in NEB. REV. STAT. § 79-1248 and other state statutes and regulations. Additionally, the ESUCC is charged with the administration of state-wide initiatives and provision of statewide services among other duties in NEB. REV. STAT. § 79-1246. The ESUCC also has managed statewide services in “core services” as that term is defined in statute, including instructional materials services. The purpose of these services is to assure cost-efficient and equitable delivery of digital learning opportunities in partnership with educational service units, school districts, and other potential partners. The ESUCC Digital Learning Services and Projects promote statewide collaboration to provide students and school districts with access to a mix of different learning environments that best supports the combination of traditional face-to-face classroom methods with more technology-mediated activities.
- b. Nebraska Department of Education Rule 84. Pursuant to Rule 84, all ESUs are required to participate in statewide core service initiatives as established by the ESUCC as a condition of accreditation. Components of the Digital Learning Services and Projects are mandatory statewide services administered by the ESUCC and require financial support from all ESUs.
- c. Distance Education Brokering. The ESUCC will provide the Nebraska Virtual Instruction Source (NVIS) course clearinghouse for use in finding and exchanging distance education courses between participating ESUs and school districts. Funding for this service is provided by allocated State appropriation. If additional fees for distance education brokering become necessary, they will be approved by the ESUCC board through the approval process.
- d. BlendEd Advisory Committee. The ESUCC shall appoint educators and other experts to a BlendEd Advisory Committee. The initial committee shall consist of up to 20 members representing distance education, instructional materials, learning management systems, and general knowledge about professional development relevant to the original initiative. The Advisory Committee shall provide the ESUCC’s Executive Director and Digital Learning Director with suggestions and input on technical and other matters related to distance education, digital learning, instructional materials, or learning management systems, within the State of Nebraska. The ESUCC Executive Director and Digital Learning Director may also form ad hoc committees from time to time to address matters relevant to the Digital Learning Services and Projects.

- e. Open Educational Resources (OER): The Nebraska OER hub is available to all ESUs and their district schools and offers statewide access to local and national open educational resources. The OER hub is a customized branded landing page on OER Commons, a product of ISKME. Within the Nebraska OER hub, collaborative statewide efforts with and between the Nebraska Department of Education, the ESUCC, school districts and educators are possible and provides the support to curate and create quality open educational resources that are aligned to Nebraska curriculum. The cost for the platform and services is funded by the Digital Learning administration fee.
- f. Learning Object Repositories (LOR): ESUCC will coordinate **access** to digital libraries that enable educators from within participating ESUs to use educational resources that are aligned to academic standards. These digital libraries may include both free and subscription based services, including but not limited to the following: Learn360, Nebraska OER, NROC web-based tools and PBS Learning Media.
- g. Conditions of Participation.
  - i. Intellectual Property. The ESU and each of its participating school districts agrees to comply with all relevant laws governing copyright and other intellectual property. The ESU agrees to hold ESUCC harmless for any violation of this provision by the ESU or its agents.
  - ii. No Assignment. No Party shall assign any of its rights or obligations under this Project without the prior written consent of the ESUCC's Executive Director or the ESUCC board.
- h. Fees. Each ESU will be invoiced \$5,700 fee to support the administration of statewide Digital Learning Services and Projects. Mandatory participation includes financial support of the services pursuant to the terms set forth in this section. Additional fees may be determined and assessed by the ESUCC board to provide these necessary services.

**The following is a cost summary for the project:**

<b>Digital Learning Administration (Each ESU will participate.)</b>	<b>\$ 5,700</b>
<b><i>MSA Fees for 2019-2020: \$ 5,500</i></b>	<b><i>increase of \$200</i></b>

- i. Optional Digital Learning Services and Projects. The Digital Learning Services and Projects are structured to allow ESUs to participate at the mandatory level or at an expanded level. The expanded optional services and projects supplement the statewide efforts in blended learning, open educational resources, instructional materials, and other digital learning products as recommended by appropriate affiliates. On an annual basis, ESUs may choose to participate in all or none of the expanded optional projects or services. Some of the services are made available to school districts directly when an ESU does not participate in the expanded optional



## 5. Cooperative Purchasing Project

- a. Purpose of Cooperative Purchasing. The Cooperative Purchasing Project aggregates demand for certain items commonly purchased by school districts to get lower prices and more favorable terms from selected suppliers.
- b. Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:
  - i. Combine statewide data relevant to cooperative purchasing in order to promote a valid basis upon which to solicit bids.
  - ii. Coordinate activities which are commensurate with updating and perpetuating proper specifications inherent within the bidding process.
  - iii. Prepare official bid documents and invite suppliers to bid in connection with supplies to be purchased by ESUCC and members.
  - iv. Prepare and cause to be published the official legal notices of the bid opening in connection with supplies to be purchased by ESUCC as required by applicable law or policy.
  - v. Conduct the public bid opening and resulting bid reviews in accordance with applicable Nebraska statutory "public lettings" provisions, if any, or ESUCC policy and practice, and be responsible for selecting bids based upon such provisions.
  - vi. Compile price lists and order sheets for each participating educational service unit and make such order lists and price sheets available through the Nebraska ESU Cooperative Purchasing Web Site or Marketplace.
  - vii. Provide technical support for ESUs and school districts in placing orders with suppliers through the Marketplace. Merchandise will be shipped as specified in bid terms and conditions
  - viii. Through the website, provide participating ESUs and school districts the capabilities to track items ordered, confirm receipt, check invoices and detect and report shortages.
  - ix. Retrieve order documents from the website and prepare aggregate orders to be sent to respective suppliers so that merchandise is shipped to each participating school/educational service unit.
  - x. Assist any participating school/educational service unit with problems related to the processing and delivery of orders from the suppliers.
  - xi. Participate in an annual audit of cooperative purchasing accounts and records conducted by a Certified Public Accountant.

**(On the Summary Page, please check the box if the ESU will participate in the service.)**

**6. Special Education Project**

- a. Student Records System (SRS Project): SRS is an online special education record system designed to create all special education documents, required by Rule 51 and Rule 52, including IEP, MDT, IFSP and all required notices. The SRS is a highly secured system that organizes and stores documents and provides easy access to files via the internet. SRS training is provided across the state for district staff and college and university staff.
- b. Fees. Each Participating ESU will pay a fee of \$5,500 to fund the Special Education Project.
- c. Additional SRS Fee. School Districts that are members of one of the participating Parties to the SPED SRS Project must pay an additional fee to receive access to SRS. Fees will be assessed in accordance with the following table.

<b><u>2019-2020</u></b>	<b><u>2020-2021</u></b>	<b><u>Tier</u></b>
\$166	\$174	<100
\$430	\$452	100-249
\$858	\$901	250-499
\$2,576	\$2,705	500-999
\$3,435	\$3,607	1000-1999
\$4,293	\$4,508	2000-3999
\$8,584	\$9,013	4000-17999

**The ESUCC will bill the ESU for the fees allocated to each of the ESU's participating member school districts.**

**The following is a cost summary of the project:**

<b>Special Education Project</b>	<b>\$ 5,500</b>
<b>Additional SRS Fees (Tier)</b>	<b>\$see chart above</b>

***MSA Fees for 2019-2020: \$ 5,500***

**(On the Summary Page, please check the box if the ESU will participate in the service.)**

## 7. Legislative and Governmental Relations Project

- a. Purpose Legislative and Governmental Relations Project. The Legislative and Governmental Relations Project will assist member ESUs in strategically planning legislative initiatives that support the mission of the ESUCC and its member service units, tracking legislation that affects service units and state-wide educational efforts in the state, and influencing state lawmakers to support the vital work of the ESUCC, service units and public schools in the state of Nebraska.
- b. Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:
  - i. Solicit input and direction on legislative and governmental relations issues from its members through the ESUCC legislative committee and in other forums;
  - ii. Direct employees of ESUCC to draft, support or oppose state legislation related to matters affecting education in the state of Nebraska;
  - iii. Contract with experts in the field of governmental relations to assist the ESUCC in legislative and governmental matters
- c. Fees. Each Participating ESU will pay a fee of \$1629.41 to be determined by the ESUCC board upon approval of relevant expert contracts to fund the Legislative and Governmental Relations Project. In no event will the fee for participation exceed ESUCC's actual costs.

**The following is a cost summary for this project.**

<b>Govt. Relations</b>	<b>\$ 2059.00</b>
<b><i>Govt. Relations (2019 &amp; 2020)</i></b>	<b><i>\$ 1,629.41</i></b>

**(On the Summary Page, please check the box if the ESU will participate in the service.)**

## Summary of MSA Fees 2020-2021

Please *check and initial* the relevant boxes below indicating the services in which the Service Unit wishes to participate. (Please note all projects within the MSA are provided with an either (1) a specific charge, (2) no charge for the project, or (3) a required participation fee for all ESUs.)

	<u>2019-2020</u>	<u>2020-2021</u>
<b>ESUPDO with the following costs for PD services. (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)</b>		
Section 2 PD Annual Program Fees	\$ 4,239	\$ 3,404
Section 3 PD Participation Fees\$ 20 per person/per day		
<b>SIMPL (Each ESU will participate.)</b>		
SIMPL	\$ 0.00	Up to \$ 1,500
<b>Digital Learning Services/Administration: Encompassing Distance Education, BlendEd, OER and other digital learning administrative functions. (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)</b>		
Digital Learning Administration	\$ 5,500	\$ 5,700
<input checked="" type="checkbox"/> ___ Digital Learning Projects/ESUCC Professional Library	\$ 1,000	\$ 600
<b>Digital Learning Projects/Learn360</b>		
Media On Demand		Coop Marketplace
<b>Digital Learning/Special Projects</b>		
Learning Objects/Special Projects were combined Budgeted amount - Projects subject to approval vote	\$10,000	\$ 7,500
<b>Coop Purchasing</b>		
	\$ 0.00	\$ 0.00
<input checked="" type="checkbox"/> ___ SRS Special Education Project	\$ 5,500	\$ 5,500
<input checked="" type="checkbox"/> ___ SRS Additional SRS Fees (Tier)	(see table on pg. 10)	
<b>Legislative and Governmental Relations</b>		
Govt. Relations	\$ 1,630	\$ 2,059

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

FOR EDUCATIONAL SERVICE UNIT # 7:

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

OR

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

FOR THE EDUCATIONAL SERVICE UNIT:

  
(Signature)

April 20, 2020  
(Date)

Larianne Polk, Chief Administrator  
(Printed name) (Title)

FOR THE EDUCATIONAL SERVICE COORDINATING COUNCIL:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Kraig J Lofquist  
ESUCC Executive Director

### **3.01 Term of Non-Certificated Contracts**

Contracts shall be offered to non-certificated staff within sixty (60) days of current contract term, staff members shall have thirty (30) days to sign and return the contract.

(Revised January 21, 1985)

(Reviewed May 20, 2002)

(Revised August 20, 2012)

(Revised May 18, 2015)

### **3.03.01 Long Term Disability Insurance**

Long Term Disability Insurance is provided to qualified employee groups ~~members of the~~ Educational Service Unit 7's Board shall determine the carrier and maximum salary amount of coverage available. Each employee will have the premium cost of Long Term Disability added to and deducted from their salaries so that benefits earned are tax free to the employee.

(Adopted April 21, 1986)

(Revised December 15, 2008)

Revised August 20, 2012)

### **3.03.02 Consolidated Omnibus Budget Reconciliation Act (COBRA)**

COBRA applies to employees who are covered under a group health insurance plan and then become ineligible for further coverage under that plan because of one of six events. These events, called "qualifying events", include: (1) death, (2) "termination (other than by reason of such employee's gross misconduct), or reduction of hours, of employment", (3) divorce or legal separation, (4) becoming entitled to Medicare benefits, and (5) a dependent child reaching the maximum age for coverage and (6) retirement.

When a covered employee is terminated, he/she is entitled under COBRA to continued coverage under the group health plan at a premium of not greater than 102% of the regular premium rate. This right continues for eighteen months after the termination as long as the employee does not fail to pay his/her premium, become a covered employee under any other group health plan, or become entitled to Medicare benefits, and as long as the employer does not terminate the group health plan entirely. Employees who are entitled to continued coverage under one of the five other qualifying events are entitled to continued coverage for thirty-six months after their qualifying event. Employees must be offered a conversion period if a conversion option is otherwise generally available under the group health plan.

At the time of commencement of coverage under the plan, the employer will notify the third party administrator to send a written notice to the covered employees and their spouses. When the qualifying events occur, the employer will notify the plan administrator of the event within thirty days. If the qualifying event is one of divorce, legal separation, or the aging of a dependent child, the employee is the one who has the duty to notify the plan administrator.

A notice of termination will be sent to the employee, as under state law, and to the plan administrator, as under federal law.

(Adopted January 19, 1987)

(Reviewed May 20, 2002)

(Revised August 20, 2012)

### **3.07 Payment of Salary**

The pay period shall be the 20<sup>th</sup> day of each month beginning with the first full month of employment. Should the 20<sup>th</sup> fall on a Saturday, Sunday or a holiday; payday shall be the business day immediately proceeding.

Expense vouchers shall be submitted to accounting per the schedule established by the department for approval and inclusion in the monthly expenses.

(Adopted July 18, 1983)

(Revised July 15, 2002)

(Reviewed August 20, 2012)

(Revised March 20, 2017)

### **3.20 Psychologist Salary Placement**

School psychologists new to Educational Service Unit 7 will be placed on the salary schedule commensurate with their experience, degree, and hours above their degrees, and in conformance with Educational Service Unit 7 negotiated master agreement.

(Adopted June 15, 1987)

(Reviewed June 17, 2002)

(Revised September 17, 2012)

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/or

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 20 day of April, 2020.

EDUCATIONAL SERVICE UNIT 7

ATTEST:

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

\_\_\_\_\_  
Secretary



# The City of Columbus

RESPONSIBLE • RESPONSIVE • REPUTABLE

Administration Office (402) 562-4232

Fax (402) 563-1380

Columbus is affected by the COVID-19 disaster having the potential to cause an unprecedented drain on local, other public resources. Disruption of travel, damage to infrastructure, and endangerment to the public.

Therefore, the Mayor of Columbus has declared a state of emergency authorized under Nebraska State Statute R.R.S. 81-829.50 on behalf of Columbus Nebraska and will execute for and on behalf of the City of Columbus the expenditure of emergency funds from all available sources, the invoking of mutual aid agreements, and the applying to the State of Nebraska for assistance from the Governor's Emergency Fund and any other resources he deems necessary in the fulfillment of his/her duties.

  
James Bulkley, Mayor, City of Columbus

WITNESS my hand and the seal of my office this 17 day of March 2020

3/17/2020  
Date



  
Janelle Kline, City Clerk

**ESU COVID-19 RESOLUTION**  
**EMERGENCY EXPENDITURES AND STATE OR FEDERAL RELIEF**

WHEREAS, the educational service unit is facing substantial disruption and closure based on the statewide outbreak of COVID-19; and

WHEREAS, the President and the Governor have declared a state of emergency, and in the event of a disaster, emergency, or civil defense emergency, each school district or educational service unit may make emergency expenditures, enter into contracts, and incur obligations for emergency management purposes and to minimize the disruption to education services regardless of existing statutory limitations and requirements pertaining to appropriation, budgeting, or the manner of entering into contracts; and

WHEREAS, a local emergency has been declared by Platte County and the City of Columbus, to be filed with the Nebraska Emergency Management Agency, and the board has secured a copy of this signed proclamation, and in the event of a local emergency declared by the local government each school district or educational service unit may make emergency expenditures, contracts, or obligations, including in excess of or in violation of existing statutory limitations or requirements; and

WHEREAS, pursuant to these declarations, state and federal aid may be available to the ESU in relation to COVID-19 and related impacts; and

WHEREAS, the board recognizes that a severe financial burden exists due to declared emergency; and

WHEREAS, the board wishes to minimize disruption of the ESU's operations and provide any authority necessary for the administrator or his or her designee to take any actions necessary during the closure;

NOW, THEREFORE, be it resolved that the administrator, in consultation with the Board President, is authorized to make emergency expenditures and pay all claims and take any other action authorized by law during the emergency and any resulting COVID-19 impact or closure, including taking actions that may otherwise conflict with board policy or that would otherwise exceed the authority given to the administrator in board policy if necessary based on this emergency and the COVID-19 pandemic; and

NOW, THEREFORE, be it further resolved that the administrator, in consultation with the Board President, is authorized to take any action appropriate or necessary to avail the ESU of aid, funding, or other relief available, including making and signing on

behalf of the ESU any necessary filings and providing notices to appropriate agencies, and to coordinate, authorize, or undertake works, contracts, projects, or other activities related to such aid, funding, or other relief available to the maximum extent permitted by law; and

NOW, THEREFORE, be it further resolved that the administrator is authorized to assign and utilize staff as necessary, including during any closure, and to provide any leave, pay any compensation, and enter into agreements with staff for the purposes of protecting the health and safety of the community, assisting member schools, continuing the efficient operations of the ESU, and ensuring staff continue to work as needed and assigned and return to work for the ESU to serve member districts during and after the emergency, including during any closure.

NOW, THEREFORE, be it finally resolved that this resolution will expire upon the sooner of action taken by the board to rescind it or the expiration of the declared emergencies.

Approved by Board on April 20, 2020.

---

Board President

Platte County Clerk / Board of Supervisors

DIANE C. PINGER



2610 14th Street  
Columbus, NE 68601

Email: clerk@plattene.us

Phone: 402-563-4904

Fax: 402-564-4164

Platte County is affected by the COVID-19 disaster having the potential to cause an unprecedented drain on local, County, and other public resources. Disruption of travel, damage to infrastructure, and endangerment to the public.

Therefore, the Chair of the Platte County Board of Supervisors has declared a state of emergency authorized under Nebraska State Statute R.R.S. 81-829.50 on behalf of Platte County and will execute for and on behalf of Platte County the expenditure of emergency funds from all available sources, the invoking of mutual aid agreements, and the applying to the State of Nebraska for assistance from the Governor's Emergency Fund and any other resources he deems necessary in the fulfillment of his/her duties.

A handwritten signature in black ink, appearing to read "Jerry Engdahl", written over a horizontal line.

Jerry Engdahl, Chair, Platte County  
Board of Supervisors

3-17-2020

Date

WITNESS my hand and the seal of my office  
this 17 day of March, 2020.

A handwritten signature in black ink, appearing to read "Diane C. Pinger", written over a horizontal line.  
Diane Pinger, County Clerk

Platte County Clerk / Board of Supervisors

DIANE C. PINGER



2610 14th Street  
Columbus, NE 68601

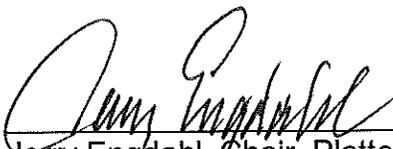
Email: clerk@plattene.us

Phone: 402-563-4904  
Fax: 402-564-4164

AMENDMENT to original Disaster Declaration Dated March 17<sup>th</sup>, 2020

Platte County is affected by the COVID-19 disaster Starting January 31<sup>st</sup> 2020 and ongoing, having the potential to cause an unprecedented drain on local and County Government, School, Educational Service Unit, EMS, and other public resources in Platte County. Disruption of travel and endangerment to the public.

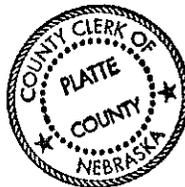
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Jerry Engdahl, Chair, Platte County  
Board of Supervisors

3/31/2020  
Date

WITNESS my hand and the seal of my office  
this 31 day of March, 2020

  
Diane Pinger, County Clerk



**Article I, Section 3, F Code of Ethics for Board Members**

Board members of ESU 7, like all public officers in the State, “stand in a fiduciary relationship to the people whom they have been elected or appointed to serve. As fiduciaries and trustees of the public wealth they are under an inescapable obligation to serve the public with the highest fidelity. In discharging the duties of their office they are required to display such intelligence and skill as they are capable of, to be diligent and conscientious, to exercise their discretion not arbitrarily but reasonably, and above all to display good faith, honesty and integrity. They must be impervious to corrupting influences and they must transact their business frankly and openly in the light of public scrutiny so that the public may know and be able to judge them and their work fairly. These obligations are assumed by them as a matter of law upon their entering public office.”

To assure that the entire Board acts in accordance with the foregoing legal responsibilities and to ensure the effective functioning of the Board, each Board member will sign a Board-approved Code of Ethics for ESU 7 Board Members (attached). The Code of Ethics is to be signed upon assumption of office and at each annual meeting.

Legal Reference:	<i>Nebraska Legislature on behalf of the State of Nebraska v. C. David Hergert, 271 Neb. 976, 1011 (2006)</i>
Date of Adoption:	January 15, 2018

**Code of Ethics for ESU 7 Board Members**

Members of the Board of ESU 7 are expected to abide by the following Code of Ethics in performance of their duties as a Board member and will be requested to acknowledge their intent to do so:

- Follow Laws:** I will uphold and enforce the constitutions, laws, rules and regulations of the state and federal governments, the state and federal agencies, binding court orders pertaining to educational service units, and the policies and regulations of ESU 7. Desired changes shall be brought about only through legal and ethical procedures.
- Non-Discrimination:** I will not make decisions which affect personnel, students, parents, the public, or otherwise on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, or on the basis of constitutionally protected speech.

3. **Welfare of Students:** I will make decisions in terms of the educational welfare of students served by ESU 7 and will seek to develop and maintain services and programs that meet the individual needs of students served by the ESU regardless of their sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, social standing, or personal feelings not associated with the best interests of ESU 7 and the students.

4. **Role of the Board:** I will confine my action as a member of the Board to policy making, planning, and evaluation of the Administrator. I will carry out my responsibility, not to administer ESU 7 or its services and programs, but, together with my fellow board members, to see that they are well run. I will refer all complaints which I may receive to the Administrator and will act on the complaints at public meetings only after failure of an administrative solution. I will support decisions made by the Board, even if it is not the one I would have made, although I will reserve my independent right to seek a change using appropriate procedures. I will recognize that authority rests with the Board as a whole and will make no personal promises nor take any private action that may compromise the Board.

5. **Meetings of the Board:** I will attend all meetings of the Board except when I am unable to attend for excusable reasons, will be prepared to be an active participant at such meetings, and will follow appropriate rules of order at such meetings. I will fulfill my responsibilities on any committees and any officer positions to which I may be elected, assigned or appointed. I will not attempt to circumvent the open meetings laws by participating in meetings with a quorum of other members of the Board to make decisions on ESU 7 matters. I will not seek closed session meetings or participate in closed session meetings except as permitted by law.

6. **Independent Judgment:** I will refuse to surrender my independent judgment to special interest or partisan political groups.

7. **Confidentiality:** I will hold confidential all matters pertaining to ESU 7 which, if disclosed, would needlessly injure individuals, the Board, or ESU 7. I will not ask for legally confidential information about staff or students when not required to fulfill my duties as a Board member. When such information is made available to me in my role as a Board member, I will maintain the confidentiality of such information.

8. **Conflicts:** I will not use my position as a Board member for personal gain or for the gain of family or friends. Where I have a personal conflict of interest which affects or may be reasonably seen by others as affecting my ability to make a fair and impartial decision on a

matter before the Board, I will follow the law and Board policy to avoid the conflict from affecting the decision of the entire Board.

9. **Personnel Matters:** I will vote to appoint the best qualified personnel available after consideration of the recommendation of the administration. I will support and protect personnel in the proper performance of their duties but likewise will hold staff accountable, on matters which reach the Board, to the standards and expectations of the Board and the administration.

10. **Role Model.** I understand that my personal actions may reflect on ESU 7 and the schools and communities served by ESU 7 due to my position as a Board member. I will in all respects serve as a proper role model and engage in conduct which is reflective of a good citizen in the communities served by ESU 7.

Agreed to by the members of the Board of Educational Service Unit 7 on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Article I, Section 4, G Removal from Officer Position**

A Board member may be removed from an officer position by a majority vote of the members of the Board.

Legal Reference:	
Date of Adoption:	December 18, 2017

**Article I, Section 4, H Filling a Vacant in Officer Position**

In the event of a vacancy in an officer position, the Board shall elect by a majority vote a successor to serve until a majority of the Board elects a different member to serve that office position.

Legal Reference:	
Date of Adoption:	December 18, 2017

## Section 1 - Services

### Article III, Section 1, A ESU Services

The ESU shall provide educational services as identified and requested by member school districts through a collaborative process, as developed by the ESU.

Legal Reference:	NDE Rule 84, section 1.05D
Date of Adoption:	August 20, 2018

## Section 6 - Conflicts of Interest

### Article III, Section 6, A Use of Public Resources by Board Members and Employees

#### Restrictions on Use

No Board Member or employee of ESU 7 shall use or authorize the use of his or her public office or any confidential information received through the holding of public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which the individual is associated.

No Board member or employee shall use or authorize the use of ESU personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

No Board member or employee shall use or authorize the use of ESU resources for the purpose of campaigning for or against the nomination or election of a political candidate or the qualification, passage, or defeat of a ballot question. For purposes of this restriction, "ESU resources" means personnel, property, resources, or funds under the official care and control of the Board member or employee.

#### Authorized Uses

The uses described below are **not** authorized by employees, and violate this policy, where an employee's use: (1) interferes with the conduct of ESU business; (2) interferes with the performance of the employee's duties and responsibilities; (3) is contrary to another Board policy or a rule or directive set forth in an employee handbook or other employee communication device; (4) is contrary to a supervisor's directive; or (5) the use is for the employee's personal financial gain or potential for personal financial gain.

*Incidental or De Minimis Use:* Use of ESU resources by a Board member or employee which is incidental or de minimis does not constitute a violation of this policy.

*Personal Use as Part of Compensation:* Use of ESU resources for personal purposes is authorized by this policy if:

1. the use of the resource for personal purposes is part of the employee's compensation provided in an employment contract or is consistent with this policy; and
2. the personal use of the resource as compensation is reported in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid by the affected employee.

Employees who engage in such personal use shall, upon request of the Board or the administration, provide evidence to establish that the compensation has been reported and taxes paid as required by the Tax Code.

*ESU Vehicles:* Use of an ESU vehicle by a Board member or employee to travel to a designated location or the home of the Board member or employee is permissible when the primary purpose of the travel serves a Unit purpose. Such use is authorized by this policy.

*Communication Devices:* A Board member or employee may use a telecommunication system, a cellular telephone, an electronic handheld device, or a computer under the control of the ESU for email, text messaging, a local call, or a long-distance call, to a child at home, a teacher, a doctor, a day care center, a baby-sitter, a family member, or any other person to inform any such person of an unexpected schedule change or for other essential personal business. Any such communication shall be kept to a minimum and shall not interfere with the conduct of ESU business or the performance of an employee's duties.

A Board member or employee shall be responsible for payment or reimbursement of charges (e.g. long distance charges), if any, that directly results from any such communication. The Board member or employee shall promptly report any such communication that results in an expense to ESU 7 to the Administrator or the Administrator's designee. The Administrator or the Administrator's designee shall establish procedures for reimbursement of charges incurred as a result of such communications.

Use of the District's Internet system for such communications shall not be permitted to the extent such use violates the terms of the E-Rate program, which restricts the use of the Internet system to "educational purposes."

*Election Issues:* A Board member or the Administrator, in the normal course of his or her duties, may use ESU resources to research and prepare materials to assist the Board in determining the effect of a ballot question on the ESU.

Mass mailings, mass duplication, or other mass communications at ESU expense for the purpose of qualifying, supporting, or opposing a ballot question is not permitted. Mass communications do not include placing public records demonstrating the consequences of the passage or defeat of a ballot question affecting the ESU on its existing websites.

A Board member or employee may campaign for or against the qualification, passage, or defeat of a ballot question or the nomination or election of a candidate when no ESU resources are used. An employee shall not engage in campaign activity for or against the qualification, passage, or defeat of a ballot question or the nomination or election of a candidate while on duty time.

A Board member or authorized employee may make ESU facilities available for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions of use.

The ESU Board may discuss and vote upon a resolution supporting or opposing a ballot question.

A Board member may respond to specific inquiries by the press or the public as to his or her opinion regarding a ballot question or provide information in response to a request for information.

A Board member or employee may identify himself or herself by his or her official title when communicating about a ballot question. Employees who do so shall clearly communicate that their communication is their personal opinion and does not reflect the position or views of the Board or the ESU unless express authorization is given by the Board or the Administrator.

Legal Reference:	Neb. Rev. Stat. §§49-14,101.01 and 49-14,101.02
Date of Adoption:	November 19, 2018

April 20, 2020

Mr. Don Ellison, President  
ESU 7 Board of Directors

RE: Resignation

Dear Don,

Last month I accepted the position of Interim Superintendent for the Shelby/Rising City Public Schools. As I prepare to start my duties on July 1, I realize that I am going to need to give my full attention to my new job..

This past week, a member of the ESU board brought some questions forward that indicate that a conflict of interest might arise with my new duties and those associated with my position as Vice President of the ESU 7 Board. Although there is no state statute that would require me to resign my position on the Board, I will not place myself, or the Board into a position in which questions have to be addressed about my ethical responsibilities. I also feel that abstaining from most votes abrogates my responsibilities to the constituents that I represent.

Instead of bringing this before the Board to discuss the merits of my continued membership, I will resign my seat effective June 30, 2020.

I have enjoyed the last 11 years that I have served. I have learned a great deal about the ESU and have enjoyed the leadership positions in which I have been entrusted.

Best wishes in the future. I will look forward to visiting with you as the Shelby/Rising City Superintendent.

Douglas M. Kluth

## Nebraska Revised Statutes

### Chapter 49:

#### 49-1407. Business, defined.

Business shall mean any corporation, partnership, limited liability company, sole proprietorship, firm, enterprise, franchise, association, organization, self-employed individual, holding company, joint-stock company, receivership, trust, activity, or entity.

#### 49-1408. Business with which the individual is associated or business association, defined.

Business with which the individual is associated or business association shall mean a business: (1) In which the individual is a partner, limited liability company member, director, or officer; or (2) in which the individual or a member of the individual's immediate family is a stockholder of closed corporation stock worth one thousand dollars or more at fair market value or which represents more than a five percent equity interest or is a stockholder of publicly traded stock worth ten thousand dollars or more at fair market value or which represents more than ten percent equity interest. An individual who occupies a confidential professional relationship protected by law shall be exempt from this section. This section shall not apply to publicly traded stock under a trading account if the filer reports the name and address of the stockbroker.

#### 49-1499. Legislature; discharge of official duties; potential conflict; actions required.

(1) A member of the Legislature who would be required to take any action or make any decision in the discharge of his or her official duties that may cause financial benefit or detriment to him or her, a member of his or her immediate family, or a business with which he or she is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public, shall take the following actions as soon as he or she is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

(a) Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict, and if he or she will not abstain from voting, deliberating, or taking other action on the matter, the statement shall state why, despite the potential conflict, he or she intends to vote or otherwise participate; and

(b) Deliver a copy of the statement to the commission and to the Speaker of the Legislature who shall cause the statement to be filed with the Clerk of the Legislature to be held as a matter of public record.

(2) Nothing in this section shall prohibit any member of the Legislature from voting, deliberating, or taking other action on any matter that comes before the Legislature.

(3) The member of the Legislature may abstain from voting, deliberating, or taking other action on the matter on which the potential conflict exists. He or she may have the reasons for the abstention recorded in the Legislative Journal.



# 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.



NATIONAL COUNCIL OF  
TEACHERS OF MATHEMATICS

April 17, 2020

Larianne Polk  
Educational Service Unit 7  
2657 44<sup>th</sup> Avenue  
Columbus, NE 68601

Dear Larianne:

On behalf of the National Council of Teachers of Mathematics, I would like to recognize Marci Ostmeyer on her upcoming appointment to the NCTM Membership and Affiliate Relations Committee (MARC). Her term begins May 1, 2020 and goes through October 31, 2023.

NCTM's committees and editorial panels are central to the Council's work, second only to the Board of Directors in their leadership role in NCTM. Marci's appointment is recognition of her significant contributions to and leadership in mathematics education.

We appreciate your support in allowing Marci to assume this important role in NCTM and serve her peers in advancing the highest quality mathematics education for all students.

Sincerely,

A handwritten signature in cursive script that reads "Trena L. Wilkerson".

Trena L. Wilkerson  
President  
National Council of Teachers of Mathematics

c: T. Wilkerson  
M. Ostmeyer



## ESU 7 COVID-19 Pandemic Guide

### **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).

### **Closure Defined:**

Ceasing operation of the physical learning space (school). It is expected that in most, if not all cases, a continuity of learning is still occurring in an alternate learning environment even when a school building is closed. ~ Nebraska Department of Education

Guide is organized by the following categories:

- Assess Risk
- Level III Programs
- Home Visits (Early Childhood and Migrant Education)
- Itinerant Staff (Contracted Special Education, Staff Development, LanMan Partnership)
- ESU 7 Staff Meetings/Trainings held on ESU 7 campus
- Other ESU 7 services delivered off ESU 7 campus and outside school district campuses:  
(Early Learning Connection trainings, Migrant Education)
- ESU 7 Offices
- Flexible Staffing
- Screening Guidance
- Non Pharmaceutical Interventions
- Cleaning
- Self Quarantine
- Self Isolation
- Communication

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

## Confirmed COVID-19...

<p><b>Non-ESU7 Staff Member OUTSIDE ESU 7 Area</b></p> <p><b>Regional Closure <u>IS NOT</u> declared by the Governor Or Health Department</b></p>	<p><b>Non-ESU 7 Staff Member OUTSIDE ESU 7 Area</b></p> <p><b>Regional Closure of that area <u>IS</u> declared by the Governor or Health Department</b></p>	<p><b>Non-ESU 7 Staff Member WITHIN ESU 7 Area</b></p> <p><b>Regional Closure of that area <u>IS NOT</u> declared by the Governor or Health Department</b></p>	<p><b>ESU 7 Staff Member Or ESU 7 Level III Student</b></p> <p><b>Regional Closure <u>MAY</u> or <u>MAY NOT</u> be declared by the Governor or Health Department</b></p>	<p><b>Non-ESU 7 Staff Member WITHIN ESU 7 Area</b></p> <p><b>Level 1 Closure: Regional Closure <u>IS</u> declared by the Governor or Health Department</b></p>	<p><b>Non-ESU 7 Staff Member WITHIN ESU 7 Area</b></p> <p><b>Level 2 Closure: Regional Closure <u>IS</u> declared by the Governor or Health Department</b></p>
<p><b><u>Assess Risk</u></b> Careful monitoring and consultation with area law enforcement, health officials, and local education officials.</p> <p>Administrator or Designee will follow recommendations of Health Departments located in the ESU 7 area. These recommendations may supersede the guidance below. Administrator or Administrator Designee will communicate this situation. See Communication in this section.</p>	<p><b><u>Assess Risk</u></b> Careful monitoring and consultation with area law enforcement, health officials, and local education officials.</p> <p>Administrator or Designee will follow recommendations of Health Departments located in the ESU 7 area. These recommendations may supersede the guidance below. Administrator or Administrator Designee will communicate this situation. See Communication in this section.</p>	<p><b><u>Assess Risk</u></b> Careful monitoring and consultation with area law enforcement, health officials, and local education officials.</p> <p>Administrator or Designee will follow recommendations of Health Departments located in the ESU 7 area. These recommendations may supersede the guidance below. Administrator or Administrator Designee will communicate this situation. See Communication in this section.</p>	<p><b><u>Assess Risk</u></b> Careful monitoring and consultation with area law enforcement, health officials, and local education officials.</p> <p>Administrator or Designee will follow recommendations of Health Departments located in the ESU 7 area. These recommendations may supersede the guidance below. Administrator or Administrator Designee will communicate this situation. See Communication in this section.</p>	<p><b><u>Assess Risk</u></b> Careful monitoring and consultation with area law enforcement, health officials, and local education officials.</p> <p>Administrator or Designee will follow recommendations of Health Departments located in the ESU 7 area. These recommendations may supersede the guidance below. Administrator or Administrator Designee will communicate this situation. See Communication in this section.</p>	<p><b><u>Assess Risk</u></b> Careful monitoring and consultation with area law enforcement, health officials, and local education officials.</p> <p>Administrator or Designee will follow recommendations of Health Departments located in the ESU 7 area. These recommendations may supersede the guidance below. Administrator or Administrator Designee will communicate this situation. See Communication in this section.</p>
<p><b><u>Level III Programs</u></b> Open for students and staff.</p> <p>Confirm students will attend</p> <p>Student attendance will follow their resident school district schedule until virus response protocols are lifted</p> <p>Students who show signs of COVID-19 should remain home or will be sent home</p>	<p><b><u>Level III Programs</u></b> Open for students and staff.</p> <p>Confirm students will attend</p> <p>Student attendance will follow their resident school district schedule until virus response protocols are lifted</p> <p>Students who show signs of COVID-19 should remain home or will be sent home</p>	<p><b><u>Level III Programs</u></b> Closed for students</p> <p>Staff may report following screening guidance* with Administrator or Designee</p>	<p><b><u>Level III Programs</u></b> Closed to students.</p> <p>ESU 7 General Buildings closed <u>at least</u> 5 days</p> <p>Staff is prohibited from entering ESU 7 building(s) without pre-authorization from ESU 7 Administrator or Designee.</p> <p>No staff report to school districts.</p>	<p><b><u>Level III Programs</u></b> Closed to students.</p> <p>Staff may report following screening guidance* with Administrator or Designee</p>	<p><b><u>Level III Programs</u></b> Closed to students.</p> <p>Staff is prohibited from entering ESU 7 building(s) without pre-authorization from ESU 7 Administrator or Designee.</p> <p>No staff report to school districts.</p> <p>Continue Alternative Education Plans</p>

<p>Maintain Social Distance: Social distance refers to the space between individuals and strategies to reduce the spread of the virus between people. Some strategies <i>may</i> include:</p> <ul style="list-style-type: none"> <li>-Spacing desks six (6) feet apart</li> <li>-Allow students to eat lunch at desks or in areas to allow for greater spacing than at tables</li> <li>-Limit group activities and interaction in large groups</li> <li>-Control mixing students from one Level III program to another</li> </ul>	<p>Maintain Social Distance: Social distance refers to the space between individuals and strategies to reduce the spread of the virus between people. Some strategies <i>may</i> include:</p> <ul style="list-style-type: none"> <li>-Spacing desks six (6) feet apart</li> <li>-Allow students to eat lunch at desks or in areas to allow for greater spacing than at tables</li> <li>-Limit group activities and interaction in large groups</li> <li>-Control mixing students from one Level III program to another</li> </ul>		<p>Continue Alternative Education Plans</p> <p>Consult with local health departments prior to re-opening.</p>		
<p><b>Home visits</b> No change in service delivery</p> <p>Confirm visit ahead of arrival. Use Screening Guidelines</p>	<p><b>Home visits</b> No change in service delivery</p> <p>Confirm visit ahead of arrival. Use Screening Guidelines</p>	<p><b>Home visits</b> No work at the original service locations</p> <p>Staff may report to the ESU following screening guidance* with Administrator or Designee</p>	<p><b>Home visits</b> No staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee given screening guidelines* established by Administrator and Designee.</p> <p>No staff report to school districts without pre-authorization by Administrator or Administrator Designee.</p> <p>Continue Alternative Education Plans</p>	<p><b>Home visits</b> No work at the original service locations</p> <p>Staff may report to the ESU following screening guidance* with Administrator or Designee</p>	<p><b>Home visits</b> No staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee.</p> <p>No staff report to school districts without pre-authorization by Administrator or Administrator Designee.</p> <p>Continue Alternative Education Plans</p>
<p><b>Itinerant staff assignments</b> Follow protocols of the schools you serve and any special precautions established thereof</p>	<p><b>Itinerant staff assignments</b> Follow protocols of the schools you serve and any special precautions established thereof</p>	<p><b>Itinerant staff assignments</b> Follow protocols of the schools you serve and any special precautions established thereof</p> <p>Contact the school you plan to visit prior to making the trip, ask for and understand their pandemic protocol.</p>	<p><b>Itinerant staff assignments</b> No staff report to school districts without pre-authorization from ESU7 Administrator or Designee given screening guidelines* established by Administrator and Designee.</p> <p>Honor any more restrictive requests by contracted/assigned school districts regarding their</p>	<p><b>Itinerant staff assignments</b> Contact school assigned school district</p> <p>Ask for and understand their pandemic protocol.</p> <p>Honor any requests they may have should they not want you to visit while this virus is taking place</p>	<p><b>Itinerant staff assignments</b> No staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee.</p> <p>No staff report to school districts without pre-authorization from ESU7 Administrator or Designee.</p>

		<p>Honor any more restrictive requests by contracted/assigned school districts regarding their wishes to have ESU 7 attendance. Follow Flexible Staffing in this section if necessary.</p> <p>Take computers home as a precaution in preparation for potential e-Days</p>	<p>wishes to have ESU 7 attendance. Follow Flexible Staffing in this section if necessary.</p> <p>Take computers home as a precaution in preparation for potential e-Days</p>	<p>Follow protocols of the schools you serve and any special precautions established thereof</p> <p>Staff may report to the ESU following screening guidance* with Administrator or Designee</p>	<p>Continue Alternative Education Plans</p>
<p><b><u>ESU 7 Staff Meetings/Trainings held on ESU 7 campus</u></b> All trainings at ESU location cancelled, rescheduled, or provided via Zoom unless authorized by Administrator or Administrator Designee</p>	<p><b><u>ESU 7 Staff Meetings/Trainings held on ESU 7 campus</u></b> All trainings at ESU location cancelled, rescheduled, or provided via Zoom unless authorized by Administrator or Administrator Designee</p>	<p><b><u>ESU 7 Staff Meetings/Trainings held on ESU 7 campus</u></b> All trainings at ESU location cancelled, rescheduled, or provided via Zoom</p>	<p><b><u>ESU 7 Staff Meetings/Trainings held on ESU 7 campus</u></b> All trainings at ESU location cancelled, rescheduled, or provided via Zoom</p>	<p><b><u>ESU 7 Staff Meetings/Trainings held on ESU 7 campus</u></b> All trainings at ESU location cancelled, rescheduled, or provided via Zoom</p>	<p><b><u>ESU 7 Staff Meetings/Trainings held on ESU 7 campus</u></b> No staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee.</p> <p>All trainings at ESU location cancelled, rescheduled, or provided via Zoom.</p>
<p><b><u>Other ESU 7 services delivered off ESU 7 campus and outside school district campuses</u></b> Contact Administrator or Designee to follow Screening Guidance.</p>	<p><b><u>Other ESU 7 services delivered off ESU 7 campus and outside school district campuses</u></b> Contact Administrator or Designee to follow Screening Guidance.</p>	<p><b><u>Other ESU 7 services delivered off ESU 7 campus and outside school district campuses</u></b> Contact Administrator or Designee for specific instructions.</p>	<p><b><u>Other ESU 7 services delivered off ESU 7 campus and outside school district campuses</u></b> Contact Administrator or Designee for specific instructions.</p>	<p><b><u>Other ESU 7 services delivered off ESU 7 campus and outside school district campuses</u></b> Contact Administrator or Designee to follow Screening Guidance.</p>	<p><b><u>Other ESU 7 services delivered off ESU 7 campus and outside school district campuses</u></b> No staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee.</p> <p>All trainings facilitated by ESU 7 personnel will be cancelled, rescheduled, or provided via Zoom</p>
<p><b><u>ESU 7 Offices</u></b> Remain open</p>	<p><b><u>ESU 7 Offices</u></b> Remain open</p>	<p><b><u>ESU 7 Offices</u></b> Closed</p> <p>Essential staff. All other staff will follow Flexible Scheduling in this section.</p>	<p><b><u>ESU 7 Offices</u></b> Closed</p> <p>No staff or deliveries in campus buildings for <u>up to</u> 5 calendar days without pre-authorization by the Administrator.</p>	<p><b><u>ESU 7 Offices</u></b> Closed</p> <p>Essential staff</p>	<p><b><u>ESU 7 Offices</u></b> Closed</p> <p>No staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee.</p>

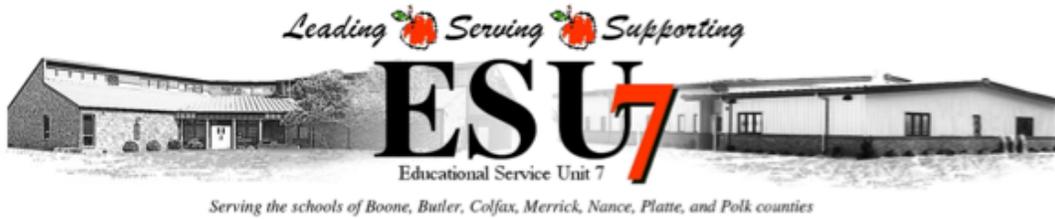
			<p>After days closed, deliveries resume. Administrator or Administrator Designee will identify one Administrator/Designee to be on campus daily and will manage the schedule.</p> <p>Production: Closed</p> <p>Custodian: Day 1 and 2 following the closed dates, deep clean. See Cleaning section. Administrator or Designee will determine staffing needs for cleaning. Custodian will follow the essential staff schedule.</p> <p>All other staff will follow Flexible Scheduling in this section.</p>		<p>Administrator or Administrator Designee will identify one Administrator/Designee to be on campus daily and will manage the schedule</p> <p>Production: Closed after giving school districts 5-7 days notice of closure</p> <p>Custodian: Day 1-2 of Level 2 Closure, deep clean. See Cleaning section. Administrator or Designee will determine staffing needs for cleaning. Custodian will follow the essential staff schedule.</p> <p>All other staff will follow Flexible Scheduling in this section.</p>
<p><b>Flexible Staffing</b> ESU Administrator or Administrator Designee will determine if e-Days are authorized to specific staff members</p> <p>Account for time every 30 minutes using digital calendar system</p> <p>Administrator or Administrator Designee will continually assess e-Days or work from home possibilities as situations arise</p> <p>Take computers home as a precaution in preparation for potential e-Days</p>	<p><b>Flexible Staffing</b> ESU Administrator or Administrator Designee will determine if e-Days are authorized to specific staff members</p> <p>Account for time every 30 minutes using digital calendar system</p> <p>Administrator or Administrator Designee will continually assess e-Days or work from home possibilities as situations arise</p> <p>Take computers home as a precaution in preparation for potential e-Days</p>	<p><b>Flexible Staffing</b> ESU Administrator or Administrator Designee will determine if e-Days are authorized to specific staff members</p> <p>Account for time every 30 minutes using digital calendar system</p> <p>Administrator or Administrator Designee will continually assess e-Days or work from home possibilities as situations arise</p> <p>Take computers home as a precaution in preparation for potential e-Days</p>	<p><b>Flexible Staffing</b> No staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee.</p> <p>ESU Administrator or Administrator Designee will determine if e-Days are authorized to specific staff members</p> <p>See Extended Closure Plan for duties.</p> <p>Volunteering requires pre-authorization by Administrator or Administrator Designee.</p> <p>Account for time every 30 minutes using digital calendar system</p>	<p><b>Flexible Staffing</b> ESU Administrator or Administrator Designee will determine if e-Days are authorized to specific staff members</p> <p>Account for time every 30 minutes using digital calendar system</p> <p>Administrator or Administrator Designee will continually assess e-Days or work from home possibilities as situations arise</p>	<p><b>Flexible Staffing</b> No staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee.</p> <p>ESU Administrator or Administrator Designee will determine if e-Days are authorized to specific staff members</p> <p>See Extended Closure Plan for duties.</p> <p>No volunteering will be authorized during work hours.</p> <p>Account for time every 30 minutes using digital calendar system.</p> <p>Administrator or Administrator Designee will continually assess</p>



<p>Wash hands 20 seconds with soap and water</p> <p>Cough into elbow or tissue. Throw tissue away after.</p> <p>Use hand sanitizer with 60% alcohol content between hand washing. Wash hands after using hand sanitizer 6 times</p> <p>Face mask when assisting staff/student who cannot control sputum</p> <p>Wear gloves when in contact with contaminated items such as trash, dirty linen, bodily fluid, handling food</p> <p>Maintain social distance of 6 feet</p>	<p>Wash hands 20 seconds with soap and water</p> <p>Cough into elbow or tissue. Throw tissue away after.</p> <p>Use hand sanitizer with 60% alcohol content between hand washing. Wash hands after using hand sanitizer 6 times</p> <p>Face mask when assisting staff/student who cannot control sputum</p> <p>Wear gloves when in contact with contaminated items such as trash, dirty linen, bodily fluid, handling food</p> <p>Maintain social distance of 6 feet</p>	<p>Wash hands 20 seconds with soap and water</p> <p>Cough into elbow or tissue. Throw tissue away after.</p> <p>Use hand sanitizer with 60% alcohol content between hand washing. Wash hands after using hand sanitizer 6 times</p> <p>Face mask when assisting staff/student who cannot control sputum</p> <p>Wear gloves when in contact with contaminated items such as trash, dirty linen, bodily fluid, handling food</p> <p>Maintain social distance of 6 feet</p>	<p>Wash hands 20 seconds with soap and water</p> <p>Cough into elbow or tissue. Throw tissue away after.</p> <p>Use hand sanitizer with 60% alcohol content between hand washing. Wash hands after using hand sanitizer 6 times</p> <p>Wear gloves when in contact with contaminated items such as trash, dirty linen, bodily fluid, handling food</p> <p>Maintain social distance of 6 feet</p>	<p>Wash hands 20 seconds with soap and water</p> <p>Cough into elbow or tissue. Throw tissue away after.</p> <p>Use hand sanitizer with 60% alcohol content between hand washing. Wash hands after using hand sanitizer 6 times</p> <p>Face mask when assisting staff/student who cannot control sputum</p> <p>Wear gloves when in contact with contaminated items such as trash, dirty linen, bodily fluid, handling food</p> <p>Maintain social distance of 6 feet</p>	<p>Wash hands 20 seconds with soap and water</p> <p>Cough into elbow or tissue. Throw tissue away after.</p> <p>Use hand sanitizer with 60% alcohol content between hand washing. Wash hands after using hand sanitizer 6 times</p> <p>Wear gloves when in contact with contaminated items such as trash, dirty linen, bodily fluid, handling food</p> <p>Maintain social distance of 6 feet</p>
<p><b>Cleaning</b></p> <p>Use bleach mixture to kill germs on surfaces: 1/3 cup bleach per gallon of water, or 4t per quart or other approved cleaning solution</p> <p>Clean devices with approved electronic cleaning agents</p> <p>Clean soap/hand sanitizer dispensers</p> <p>Clean door knobs, light switches</p> <p>Clean visibly dirty surfaces, followed by disinfection</p>	<p><b>Cleaning</b></p> <p>Use bleach mixture to kill germs on surfaces: 1/3 cup bleach per gallon of water, or 4t per quart or other approved cleaning solution</p> <p>Clean devices with approved electronic cleaning agents</p> <p>Clean soap/hand sanitizer dispensers</p> <p>Clean door knobs, light switches</p> <p>Clean visibly dirty surfaces, followed by disinfection</p>	<p><b>Cleaning</b></p> <p>Use bleach mixture to kill germs on surfaces: 1/3 cup bleach per gallon of water, or 4t per quart or other approved cleaning solution</p> <p>Clean devices with approved electronic cleaning agents</p> <p>Clean soap/hand sanitizer dispensers</p> <p>Clean door knobs, light switches</p> <p>Clean visibly dirty surfaces, followed by disinfection</p>	<p><b>Cleaning</b></p> <p>After day last day closed (up to 5 days), authorized staff clean smooth surfaces of frequently touched areas.</p> <p>Use bleach mixture to kill germs on surfaces: 1/3 cup bleach per gallon of water, or 4t per quart or other approved cleaning solution</p> <p>Clean devices with approved electronic cleaning agents</p> <p>Clean soap/hand sanitizer dispensers</p> <p>Clean door knobs, light switches</p>	<p><b>Cleaning</b></p> <p>Use bleach mixture to kill germs on surfaces: 1/3 cup bleach per gallon of water, or 4t per quart or other approved cleaning solution</p> <p>Clean devices with approved electronic cleaning agents</p> <p>Clean soap/hand sanitizer dispensers</p> <p>Clean door knobs, light switches</p> <p>Clean visibly dirty surfaces, followed by disinfection</p>	<p><b>Cleaning</b></p> <p>Deep clean first 2 days of Level 2 Closure.</p> <p>Use bleach mixture to kill germs on surfaces: 1/3 cup bleach per gallon of water, or 4t per quart or other approved cleaning solution</p> <p>Clean devices with approved electronic cleaning agents</p> <p>Clean soap/hand sanitizer dispensers</p> <p>Clean door knobs, light switches</p> <p>Clean visibly dirty surfaces, followed by disinfection</p>

<p>Porous surfaces, remove visible contamination. Launder items per manufacturer's instruction</p> <p>Clean Wellness Room and Activity Room items</p> <p>Maintain up to date hand sanitizers in every classroom, conference room, and receptionist area</p> <p>Wear gloves when handling dirty laundry, taking out trash, cleaning</p> <p>Launder fabric rags after use</p>	<p>Porous surfaces, remove visible contamination. Launder items per manufacturer's instruction</p> <p>Clean Wellness Room and Activity Room items</p> <p>Maintain up to date hand sanitizers in every classroom, conference room, and receptionist area</p> <p>Wear gloves when handling dirty laundry, taking out trash, cleaning</p> <p>Launder fabric rags after use</p>	<p>Porous surfaces, remove visible contamination. Launder items per manufacturer's instruction</p> <p>Clean Wellness Room and Activity Room items</p> <p>Maintain up to date hand sanitizers in every classroom, conference room, and receptionist area</p> <p>Wear gloves when handling dirty laundry, taking out trash, cleaning</p> <p>Launder fabric rags after use</p>	<p>Clean visibly dirty surfaces, followed by disinfection</p> <p>Porous surfaces, remove visible contamination. Launder items per manufacturer's instruction</p> <p>Clean Wellness Room and Activity Room items</p> <p>Maintain up to date hand sanitizers in every classroom, conference room, and receptionist area</p> <p>Wear gloves when handling dirty laundry, taking out trash, cleaning</p> <p>Launder fabric rags after use</p>	<p>Porous surfaces, remove visible contamination. Launder items per manufacturer's instruction</p> <p>Clean Wellness Room and Activity Room items</p> <p>Maintain up to date hand sanitizers in every classroom, conference room, and receptionist area</p> <p>Wear gloves when handling dirty laundry, taking out trash, cleaning</p> <p>Launder fabric rags after use</p>	<p>Porous surfaces, remove visible contamination. Launder items per manufacturer's instruction</p> <p>Clean Wellness Room and Activity Room items</p> <p>Maintain up to date hand sanitizers in every classroom, conference room, and receptionist area</p> <p>Wear gloves when handling dirty laundry, taking out trash, cleaning</p> <p>Launder fabric rags after use</p>
<p><b><u>Self-Quarantine</u></b> If well, 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.</p> <p>If ill with COVID-19, request medical leave. This request may be done at any point during the self-isolation, and must be done within a week of returning to work.</p>	<p><b><u>Self-Quarantine</u></b> If well, 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.</p> <p>If ill with COVID-19, request medical leave. This request may be done at any point during the self-isolation, and must be done within a week of returning to work.</p>	<p><b><u>Self-Quarantine</u></b> If well, 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.</p> <p>If ill with COVID-19, request medical leave. This request may be done at any point during the self-isolation, and must be done within a week of returning to work.</p>	<p><b><u>Self-Quarantine</u></b> If well, follow the same guidelines as Flexible Staffing in this section. If essential, will return to work after following up with the health department of their home, ESU 7, and the school district assigned.</p> <p>If ill with COVID-19, request medical leave. This request may be done at any point during the self-isolation, and must be done within a week after cleared by the health department.</p> <p>After being cleared and removed from self-quarantine, no staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee.</p>	<p><b><u>Self-Quarantine</u></b> If well, 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.</p> <p>If ill with COVID-19, request medical leave. This request may be done at any point during the self-isolation, and must be done within a week of returning to work.</p> <p>After being cleared and removed from self-quarantine, no staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee.</p>	<p><b><u>Self-Quarantine</u></b> If well, follow the same guidelines as Flexible Staffing in this section. If essential staff, will return to work after following up with the health department of their home, ESU 7, and the school district assigned.</p> <p>If ill with COVID-19, request medical leave. This request may be done at any point during the self-isolation, and must be done within a week after cleared by the health department.</p> <p>After being cleared and removed from self-quarantine, no staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee.</p>

<p><b><u>Self-Isolation</u></b> Not applicable</p>	<p><b><u>Self-Isolation</u></b> Not applicable</p>	<p><b><u>Self-Isolation</u></b> Request Medical Leave. This request may be done at any point during the self-isolation, and must be done within a week of returning to work.</p> <p>Will return to work after following up with the health department of their home, ESU 7, and the school district assigned.</p>	<p><b><u>Self-Isolation</u></b> Request Medical Leave. This request may be done at any point during the self-isolation, and must be done within a week after cleared.</p> <p>Will return to work status after following up with the health department of their home, ESU 7, and the school district assigned.</p> <p>After being cleared and removed from self-isolation, no staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee.</p>	<p><b><u>Self-Isolation</u></b> Request Medical Leave. This request may be done at any point during the self-isolation, and must be done within a week after cleared.</p> <p>Will return to work status after following up with the health department of their home, ESU 7, and the school district assigned.</p>	<p><b><u>Self-Isolation</u></b> Request Medical Leave. This request may be done at any point during the self-isolation, and must be done within a week after cleared.</p> <p>Will return to work status after following up with the health department of their home, ESU 7, and the school district assigned.</p> <p>After being cleared and removed from self-isolation, no staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee.</p>
<p><b><u>Communication</u></b> ESU 7 Administrator will communicate to staff and board using email.</p> <p>ESU 7 Administrator will communicate to school districts using email and phone.</p>	<p><b><u>Communication</u></b> ESU 7 Administrator will communicate to staff and board using our emergency communication system</p> <p>ESU 7 Administrator will communicate to school districts using email and phone</p>	<p><b><u>Communication</u></b> ESU 7 Administrator will communicate to staff and board using our emergency communication system</p> <p>ESU 7 Administrator will communicate to school districts using email and phone</p>	<p><b><u>Communication</u></b> ESU 7 Administrator will communicate to staff and board using our emergency communication system</p> <p>ESU 7 Administrator will communicate to school districts using email and phone</p>	<p><b><u>Communication</u></b> Level 1 Closure 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 Ongoing Communication not related to immediate closure: -ESU 7 Administrator will communicate to staff and board using email -ESU 7 Administrator will communicate to school districts using email and phone</p>	<p><b><u>Communication</u></b> Level 2 Closure 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 Ongoing Communication not related to immediate closure: -ESU 7 Administrator will communicate to staff and board using email -ESU 7 Administrator will communicate to school districts using email and phone</p>



**BOARD RESOLUTION OF ESU 7 IN RECOGNITION AND PROFOUND APPRECIATION OF DISTINGUISHED SERVICE BY DARUS METTLER, SPECIAL EDUCATION DIRECTOR**

IN RECOGNITION AND PROFOUND APPRECIATION OF DISTINGUISHED SERVICE BY DARUS METTLER

*WHEREAS, Darus has always been mindful of the interests of Educational Service Unit and has worked tirelessly to advance ESU 7;*

*WHEREAS, Darus has provided outstanding support and guidance to ESU 7; and*

*WHEREAS, Darus has faithfully and with honor, integrity and great distinction served as Special Education Director for ESU 7 ;*

*RESOLVED, that the ESU 7 Board of Directors formally acknowledges and extends its profound appreciation to Daurus for over five years of service to ESU 7 and his cause of impact on education. As a token of appreciation, ESU 7 will provide Darus with a gift recognizing his retirement;*

*RESOLVED FURTHER, that the Board Members of ESU 7 are hereby authorized and directed to take such action as may be necessary, appropriate or advisable to implement this resolution; and*

*We, the undersigned, hereby certify that the ESU 7 Board is comprised of 12 members, of whom \_\_, constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held this 16 day of December, 2019, and that the foregoing Resolution was duly adopted at said meeting by the affirmative vote of \_\_ members, and opposed by \_\_ members, and said Resolution has been duly recorded in the Minutes and is in full force and effect.*

*DULY PASSED ON April 20, 2020*

*Presented by:*

<i>Donald Ellison</i>	<i>Jack Young</i>	<i>Richard Stephens</i>	<i>Dan Hoesly</i>
<i>Joyce Baumert</i>	<i>Douglas Pauley</i>	<i>Richard Luebbe</i>	<i>Marni Danhauer</i>
<i>Douglas Kluth</i>	<i>Gary Wieseler</i>	<i>Jennifer Miller</i>	<i>Tamra Roh</i>



**BOARD RESOLUTION OF ESU 7 IN RECOGNITION AND PROFOUND APPRECIATION OF DISTINGUISHED SERVICE BY LAURA METTLER, SPEECH LANGUAGE PATHOLOGIST**

IN RECOGNITION AND PROFOUND APPRECIATION OF DISTINGUISHED SERVICE BY LAURA METTLER

*WHEREAS, Laura has always been mindful of the interests of Educational Service Unit and has worked tirelessly to advance ESU 7;*

*WHEREAS, Laura has provided outstanding support and guidance to ESU 7; and*

*WHEREAS, Laura has faithfully and with honor, integrity and great distinction served as a Speech Language Pathologist for ESU 7 ;*

*RESOLVED, that the ESU 7 Board of Directors formally acknowledges and extends its profound appreciation to Laura for nearly four years of service to ESU 7 and her cause of impact on education. As a token of appreciation, ESU 7 will provide Laura with a gift recognizing her retirement;*

*RESOLVED FURTHER, that the Board Members of ESU 7 are hereby authorized and directed to take such action as may be necessary, appropriate or advisable to implement this resolution; and*

*We, the undersigned, hereby certify that the ESU 7 Board is comprised of 12 members, of whom \_\_, constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held this 16 day of December, 2019, and that the foregoing Resolution was duly adopted at said meeting by the affirmative vote of \_\_ members, and opposed by \_\_ members, and said Resolution has been duly recorded in the Minutes and is in full force and effect.*

*DULY PASSED ON April 20, 2020*

*Presented by:*

<i>Donald Ellison</i>	<i>Jack Young</i>	<i>Richard Stephens</i>	<i>Dan Hoesly</i>
<i>Joyce Baumert</i>	<i>Douglas Pauley</i>	<i>Richard Luebbe</i>	<i>Marni Danhauer</i>
<i>Douglas Kluth</i>	<i>Gary Wieseler</i>	<i>Jennifer Miller</i>	<i>Tamra Roh</i>