



Regular Board of Directors Meeting

Monday, May 20, 2019 at 5:30 PM

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

1. Call the meeting to order and Roll Call
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 and posted at location of meeting. Notice of this meeting was also given in advance to all members of the Board of Directors. 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 Directors were taken while the convened hearing was open to the attendance of the public.

1. 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.

2. 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.

3. Pledge of Allegiance

Speaker(s): Board President or Designee

2. Welcome Visitors

Speaker(s): Board President or Designee

3. Public Comment

Speaker(s): Board President or Designee

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

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

4. Approval of Agenda

Speaker(s): Don Ellison or Designee

Rationale:

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

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

Recommended Motion(s):

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

5. Consent Agenda

Speaker(s): Board President or Designee

Rationale:

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

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

Consent Agenda Includes:

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

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

Recommended Motion(s):

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

1. Minutes

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

2. Treasurer's Report

Speaker(s): Board President or Designee

Rationale: This is a consent item.

3. Presentation of Bills # 69016 through #69200 totaling \$981,792.46

Speaker(s): Board President or Designee

Rationale:

The summary of bills for the current month total: \$981,792.46 - Bills #69016 through # 69200

Inservice bills total: \$380

SPED Arrears: \$0

TECH Arrears: St. Isidore \$82.50

Excess Travel: Melinda Veleceta, NASDME Conference - \$28.53; Nathalie Vargas, NASDME Conference - \$97.64; Veronica Reyes, NASDME Conference - \$72.94; Darlene Rodriguez, NASDME Conference - \$104.37; Isaura Barreto, NASDME Conference - \$111.92

Check #	Amount	Vendor	Description
69027	\$36,288.00	Apple Computer	SPED/Telecom equipment
69028	\$25,514.95	Applied Connective Technologies	Learning Academy equipment
69044	\$32,277.30	CDW-G	DL equipment
69048	\$16,033.77	Clarkson Public School	Title I & II Reimbursement
69050	\$6,048.00	Columbus Public School	SPED Deaf Ed Contract
69058	\$13,259.10	Eakes	Copier Maintenance
69071	\$141,992.70	Fauss Construction	EBHP Contractor's fifth payment
69080	\$18,950.00	Heartland Communications	New Phone System for all three buildings
69082	\$5,024.76	High Plains Comm. Schools	Title 1 Reimbursement
69085	5221.66	Holiday Inn Kearney	Migrant/ASD Conferences
69101	\$6,324.43	Lakeview Community Schools	Accountability Reimbursement
69129	\$41,433.93	Paper 101	White & Color Paper for Printing
69136	8012.18	Ramada Midtown Conf. Center	Migrant State Parent Conference
69146	6150.75	Streakwave Wireless Inc.	Telecom help desk inventory
69195	6105.76	Stuthman Enterprises, LLC	Amanda Stuthman Speech services

This is a consent item.

4. 2019-2020 Contract for Early Learning Connection Grant Coordinator

Speaker(s): Larianne Polk or Designee

Rationale: 2019-2020 Contract for Angel Mayberry, Early Learning Connection Coordinator

This is a consent item.

5. Contract for one District Technology Coordinator

Speaker(s): Larianne Polk or Designee

Rationale: David Vanderheiden will be joining the Technology Department June 3rd as a District Technology Coordinator supporting the East Butler School District. David has served in a variety of roles at Central Community College over the past 10 years where he helped students and staff with their media and technology needs. David likes to volunteer at church and in the community. He is very enthusiastic about joining our team and we're just as happy to have him.

6. Resignation of School Psychologist

Speaker(s): Administrator or Designee

Rationale: Resignation of Cassandra Ohl, School Psychologist

This is a consent item.

7. Resignation of two Early Childhood Speech and Language Pathologists

Speaker(s): Administrator or Designee

Rationale: Resignations of Marla Benson and Jamie McCray, Early Childhood Speech and Language Pathologists.

This is a consent item.

8. Resignation of Cen7ter Teacher

Speaker(s): Administrator or Designee

Rationale: Resignation of Adeline Hohman, Cen7ter Teacher.

This is a consent item.

6. Changes in FTE (Full Time Equivalent)

Speaker(s): Darus Mettler

Rationale: Special Education Staff increases in FTE

Nicki Brigham .70 to 1.00

Rachel Garner .80 to .90

Paula Peterson .40 to .50

Recommendation: Discuss, consider and take any action necessary to approve the increase in FTE for Nicki Brigham, Cen7ter Nurse, Rachel Garner, Early Childhood

Speech Language Pathologist, Paula Peterson, Speech Language Pathologist as presented.

Recommended Motion(s):

Discuss, consider and take any action necessary to approve increases in FTE for Nicki Brigham, Cen7ter Nurse, Rachel Garner, Early Childhood Speech Language Pathologist, Paula Peterson, Speech Language Pathologist as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

Discuss, consider and take any action to approve the increase in FTE for Rachel Garner, Early Childhood Speech Language Pathologist as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

Discuss, consider and take any action to approve the increase in FTE for Paula Peterson Early Childhood Speech Language Pathologist as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

Table the discussion and vote on the increase in FTE for Nicki Brigham, Cen7ter Nurse Passed with a motion by Board Member #1 and a second by Board Member #2.

7. Reading of Article IV, Section 8A Fair Labor Standards Act, (Minimum Wage Provisions), Article IV, Section 9A Attendance, Article IV, Section 9B Reporting and Making Leave Requests, Article IV, Section 9C Returning from Absences, Article IV, Section 10A Safe Pupil Transportation, Article IV, Section 10B Safe Driving Record Standard for Drivers, Article V, Section 5A Child Abuse and Neglect, Article V, Section 5B Corporal Punishment, Article V, Section 7A Prohibition on Mandatory Medication, Article V, Section 7B Emergency Medical Aid, and Article V, Section 9A Student Fees

Speaker(s): Board President or Designee

Rationale:

Recommendation: Discuss, consider and take all necessary action to approve Article IV, Section 8A Fair Labor Standards Act, (Minimum Wage Provisions), Article IV, Section 9A Attendance, Article IV, Section 9B Reporting and Making Leave Requests, Article IV, Section 9C Returning from Absences, Article IV, Section 10A Safe Pupil Transportation, Article IV, Section 10B Safe Driving Record Standard for Drivers, Article V, Section 5A Child Abuse and Neglect, Article V, Section 5B Corporal Punishment, Article V, Section 7A Prohibition on Mandatory Medication, Article V, Section 7B Emergency Medical Aid, and Article V, Section 9A Student Fees as presented.

Recommended Motion(s):

Article IV, Section 8A Fair Labor Standards Act, (Minimum Wage Provisions), Article IV, Section 9A Attendance, Article IV, Section 9B Reporting and Making Leave Requests, Article IV, Section 9C Returning from Absences, Article IV, Section 10A Safe Pupil Transportation, Article IV, Section 10B Safe Driving Record Standard for Drivers, Article V, Section 5A Child Abuse and Neglect, Article V, Section 5B Corporal Punishment, Article V, Section 7A Prohibition on Mandatory Medication, Article V, Section 7B Emergency Medical Aid, and Article V, Section 9A Student Fees as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

8. Administrator's Report

Speaker(s): Larianne Polk or Designee

1. General Items

Speaker(s): Administrator or Designee

Rationale:

Census and re-districting - Statute Attached for your review

Administrator Leave Report - Attached for your review

Administrator Non-Contract Day Report - Attached for your review

ESU 7 Goals - Attached for your review

NDE Accreditation Letter - Attached for your review

1. Services Update

Speaker(s): Administrator or Designee

Rationale: A screenshot of Simpl.esucc.org is attached illustrating cost-savings to schools and services usage.

2. Personnel

Rationale: All Classified/Non Certificated Hires and Resignations under this item.

1. 2019 Summer Assistant

Speaker(s): Larianne Polk or Designee

Rationale:

Brock Hoover, 2019 Summer Custodial/Maintenance Assistant

Brock will be assisting Larry, our Building and Grounds Manager with summer projects and maintenance. Brock is a current Paraprofessional with ESU 7.

2. Migrant Education Program Classified New Hires

Speaker(s): Larianne Polk or Designee

Rationale: 2019 Summer Program Staff

The Migrant Education Program will host five summer programs during the month of June. Sites include O'Neill, Ainsworth, Boone Central, Schuyler (Richland, Howells-Dodge, and North Bend), and Columbus (Lakeview, Shelby-

Rising City, St Edward, East Butler, and David City). The following 2019 Summer Staff are recommended for employment and have been authorized by Administrator Polk.

Columbus Staff:

Cindy Lorentzen
Susan Doehling
Katie Parlane
Rhonda Williams
Cory Waite
Mikki Wilcox
Mariana Medina

Schuyler Staff:

Dana Schultz
Lori Schultz
Barbara Raya

Binational Teachers:

This is our 10th year participating in the Binational Teacher Exchange Program. This summer we are hosting four Mexican teachers:

- Laura Cordero is from Nuevo Leon. She has taught early childhood education for eight years but she is also comfortable with older students. She is currently working as a Principal and she is the leader of the team.
- Marissa Garza is from Nuevo Leon. She has taught for three years and has worked in grades 1-6 grade. She currently teaches second grade after looping with her students. She teaches all subject areas.
- Mario Alcalá is from Colima and he has four years of experience in the elementary grades. He is currently teaching English in three middle schools. He is currently working on his doctorate.
- Pedro Rodriguez is from Jalisco. He has taught in elementary and secondary grades. He currently is teaching English in the high school. Last year he participated in the Bi-National Program in California where he taught math to high school students.

Migrant Education Program Service Provider

Yaribey Rodriguez is joining the Migrant Education Team as a Service Provider. She is originally from Cuba. She will serve Schuyler, North Bend, David City, Logan View, Howells-Dodge and Shelby Rising City Schools. Yaribey previously worked for Head Start and had great hopes for working for the Migrant Education Program. She has been and will be a great addition to the MEP team.

2. Legislative Update

Speaker(s): Administrator or Designee

Rationale: A Legislative Update will be provided by Administrator Polk.

3. Facilities Update

Speaker(s): Administrator or Designee

Rationale: South Building Use

Learning Academy: There is one remaining Payment

4. Educational Service Unit Coordinating Council Update/ 2019-2020 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 2019-2020 Master Services Agreement for their consideration.

In the future, consider including this item in the consent agenda.

Recommendation: Discuss, consider and take any action necessary to approve the 2019-2020 Master Services Agreement as presented.

Recommended Motion(s):

2019-2020 Master Services Agreement as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

9. Board Member Nomination to Appoint

Speaker(s): Don Ellison or designee

Rationale:

There are is one application for the vacancy in District 12 for the ESU 7 Board of Directors. The Board will discuss the application of Tamra Roh for appointment to the Board.

Recommendation: Discuss, consider and take any action necessary to approve _____ as nominee for appointment to the ESU 7 Board of Directors for for the remainder of the District 12 term beginning on June 1, 2019.

Recommended Motion(s):

Tamra Roh for appointment to the ESU 7 Board of Directors for the remainder of the District 12 term beginning in June 1, 2019 Passed with a motion by Board Member #1 and a second by Board Member #2.

10. Committee Reports

Speaker(s): Committee Chair

1. Budget Committee Report

Speaker(s): Budget Committee Chair

Rationale: Reports of Budget Committee activities and discussion will take place during this item.

11. School Law for Board Members Conference Report

Speaker(s): Larianne Polk/Jennifer Miller

Rationale: Administrator Polk and Board Member Miller will report on her learnings from the School Law for Board Members Workshop.

12. Adjournment

Created by: Katy McNeil, Secretary to the ESU 7 Board of Directors

F - Speak

Article II, Section 9, F. Speak

Members of the public will be permitted to speak at Board meetings at which a public forum is on the Agenda. Members of the public may also speak when invited to make a presentation or when recognized by the President. The Board is not required to allow members of the public to speak at each meeting. However, the Board will not forbid public participation at all meetings.

Members of the public will not be required to have their name placed on the agenda prior to the meeting in order to speak about items on the agenda.

Members of the public who desire to address the Board will be required to identify themselves.

The President shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions.

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against an ESU employee are not to be made for the first time at a public Board meeting without having followed the ESU complaint procedure, except in the case of a personnel hearing before the Board.

Legal Reference:	§ 84-1412 (1) (2) and (3)
Date of Adoption:	March 19, 2018



Regular Board of Directors Meeting

Educational Service Unit 7, Oak Room

2657 44th Avenue

Columbus, NE 68601-8537

Monday, April 15, 2019 at 4:00 PM

Attendance Taken at 4:07 PM.

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

Present: 11.

1. Call the meeting to order and Roll Call

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 ESU 7 website www.esu7.org and posted at location of meeting. Notice of this meeting was also given in advance to members of the Board of Directors. Availability of the agenda and purpose of the hearing was communicated in advance of the meeting and in the notice to the members of this hearing. All proceedings of the Board of Directors while the convened hearing was open to the attendance of the public.

Discussion: Roll call was taken at: 4:07pm
President Don Ellison conducted the meeting.

Staff present:

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

1.1. Absent Board Members

Rationale:

All Board Members were in attendance.

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

1.2. Notification of Open Meetings Law

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.

1.3. Pledge of Allegiance

Discussion: All members present participated in the Pledge of Allegiance.

2. Welcome Visitors

Discussion: There were three visitors present

3. Public Comment

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

Citizens wishing to address the Board on a certain agenda item must notify the Educational Service Unit Administrator at least 24 hours before the board meeting. Citizens wishing to present petitions to the Board may do so at this time. However, the Board does not receive the petitions and not act upon them or their contents.

Discussion: There were no comments from the public.

4. Approval of Agenda

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.

Action(s):

Agenda as presented Passed with a motion by Jennifer Miller and a second by Doug Pauley.

Voting Detail:

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

5. Consent Agenda

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 item 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

Action(s):

Consent agenda as presented Passed with a motion by Joyce Baumert and a second by Jennifer Miller.

Voting Detail:

Joyce Baumert: Yea
Marni Danhauer: Yea
Donald Ellison: Yea
Dan Hoesly: Yea
Doug Kluth: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea

Richard Stephens: Yea
 Gary Wieseler: Yea
 Jack Young: Yea

5.1. Minutes

Rationale:
This is a consent item.

5.2. Treasurer's Report

Rationale: This is a consent item.

5.3. Presentation of Bills #68862 through #69015 totaling \$728,669.52

Rationale:
 The summary of bills for the current month total: Bills #68862 through #69015 totaling \$728,669.52
 Inservice bills total: \$7.17

SPED Arrears: 0

TECH Arrears: 0

Check #	Amount	Vendor	Description
68866	\$5,569.19	Amazon	DL/Core/Telecom equipm
68870	\$21,546.00	Apple Computer	Distance Learning Equipm
68898	\$7,971.25	Eakes Office Plus	Production copiers Mainte
68902	\$6,518.95	ESU 2	NNNC 3rd Quarter
68904	\$89,987.88	Fauss Construction	EBHP Contractor's fourth pa
68914	\$19,787.32	Howells-Dodge Consolidated	Title 1 Reimbursemen
69012	\$5,488.76	Stuthman Enterprises, LLC	Amanda Stuthman Speech S

This is a consent item.

5.4. Certified New Hires: 1 Early Childhood Special Education Teacher and 1 Speech and Language Department
 1 Northeast Region Autism Spectrum Disorders Coordinator

Rationale: Shelli Eickmeier - Early Childhood Special Education Teacher

Shelli will be joining our Early Childhood team. She received her Bachelor of Science in Elementary/Special Education and a Masters in Curriculum Instruction. She has worked as a Special Education teacher since starting her career. She has 10 years of experience working with children that have special needs and their families in home and school settings.

Tricia Spieker - Speech and Language Coordinator

Tricia is joining our SLP team and will be the SLP Coordinator. She received her Masters of Science in Speech and Language Pathology.

Pathology and Bachelors in Education and Human Sciences. She has been a SLP at ESU 8 since starting her career. She is an advocate of meeting student and parent needs and feels that with her experience, she will be able to fill the role of Coordinator.

Abby Pfister - Regional Autism Spectrum Disorders Coordinator

Abby will be serving ESU 1, 7 and 8 as the Regional ASD Coordinator. She received her Bachelor of Science in Education, Master of Arts in Curriculum and Instruction, received a Graduate Certificate in Special Education and an Endorsement in Early Childhood Education. She was a Resource Specialist for grades Pre-k-12th & 18-21. She worked for RISE Academy as well as a resource teacher, kindergarten and fourth grade teacher. She has a passion for supporting students with ASD, their families, teachers and the implementation of Research Based Practices. Through this process, her goal is to help students with ASD and their families to have a high quality life in which they are contributing members of society.

This is a consent item.

6. Certified New Hire: 1 Licensed Mental Health Practitioner

Rationale: Ronelle Jackson - Licensed Mental Health Practitioner

Ronelle will be joining our ESU 7 Learning Academy team as well as providing services to our districts. She received her Bachelor of Science in Clinical Mental Health Counseling and Bachelor of Science in Human Service Counseling. She has worked for Jackson Recovery Inpatient Crisis Stabilization Adolescent Unit and has also worked for Children and Family Programs. Ronelle has found her passion to be helping children and adolescents in a school setting.

Action(s):

Approval of the 18-19 and 19-20 professional services contracts for Ronelle Jackson, Licensed Mental Health Practitioner, as presented Passed with a motion by Doug Kluth and a second by Doug Pauley.

Voting Detail:

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

7. **Administrator's Report**

7.1. Facilities Update

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

There will be an optional tour of the ESU 7 Learning Academy after adjournment.

Discussion: Administrator Polk discussed needed repairs to the boiler motor. Due to the increase in repairs, Ad recommends budgeting for replacement of the boiler in the 2019-2020 year should it be necessary.

The initial punch list for the warehouse remodel project is scheduled for April 23, 2019.

7.1.1. Authorization for Purchase of ESU 7 Learning Academy Furniture exceeding \$10,000

Rationale: Two quotes were submitted for the purchase of the ESU 7 Learning Academy Furniture. The vendor quotes were All Makes Office Supplies and Eakes Office Solutions.

All Makes \$37,006.20

Eakes \$36,177.70

The Administrator recommends authorization to accept the Eakes quote.

Action(s):

Authorization of the Administrator to purchase furniture for the ESU 7 Learning Academy from Eakes Office Solutions for the amount of \$36,177.70 Passed with a motion by Jennifer Miller and a second by Marni Danhauer.

Voting Detail:

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

7.2. Personnel

Rationale: Reading of the 2019 Board Recognition Retiree Resolutions for Marla Benson, Early Childhood Specialist, Pathologist, Mary Bohning, Early Childhood Coordinator and Paulette Wieser, Technology Department Secretary.

IN RECOGNITION AND PROFOUND APPRECIATION OF DISTINGUISHED SERVICE BY MARY BOHNING, MARLA BENSON, TERRY FUSCO AND PAULETTE WIESER

WHEREAS, Marla, Mary, Terry and Paulette have always been mindful of the interests of Educational Service Unit 7; worked tirelessly to advance ESU 7;

WHEREAS, Marla, Mary, Terry and Paulette have provided outstanding support and guidance to ESU 7; and
WHEREAS, Marla, Mary, Terry and Paulette have faithfully and with honor, integrity and great distinction served as Childhood Coordinator, Board Member and Technology Secretary/Bookkeeper for ESU 7 ;

RESOLVED, that the ESU 7 Board of Directors formally acknowledges and extends its profound appreciation to Terry and Paulette for their thirty-six, nine and sixteen and a half years of service to ESU 7 and their cause of improving education. As a token of appreciation, ESU 7 will provide Marla Mary, Terry and Paulette with gifts recognizing their service.
RESOLVED FURTHER, that the Board Members of ESU 7 are hereby authorized and directed to take such action as necessary, appropriate or advisable to implement this resolution.

We, the undersigned, hereby certify that the ESU 7 Board is comprised of 11 members, of whom __, constitute a quorum, were present at a meeting duly and regularly called, noticed, convened and held this 15 day of August 2014 that the foregoing Resolution was duly adopted at said meeting by the affirmative vote of __ members, and said Resolution has been duly recorded in the Minutes and is in full force and effect.

Action(s):

Approval of Retirement Resolutions for Marla Benson, Early Childhood Speech-Language Pathologist, Marla Benson, Early Childhood Coordinator, Terry Fusco, Board Member and Paulette Wieser, Technology Department Secretary/Bookkeeper as presented Passed with a motion by Doug Kluth.

Voting Detail:

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

7.3. Educational Service Unit Coordinating Council Update

Rationale: The Administrator will report on statewide activities during this item.

Discussion: Administrator Polk reminded the Board that Kraig Lofquist from ESU 9 has accepted the Executive Position with Educational Service Unit Coordinating Council. Administrator Polk's transition to ESUCC President.

7.4. ESU 7 Services Report

7.5. Legislative Update

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

Discussion: Administrator Polk shared with the Board the bills to watch currently facing the Legislature.

8. Committee Reports

8.1. Budget Committee Report

Rationale: Reports of Budget Committee activities and discussion will take place during this item.

Discussion: Administrator Polk discussed possible tax asking meeting for August 27 or 28, 2019. No formal action taken. This item was for discussion only. Doug Pauley was selected by the Budget Committee as the 2019-2020 Committee Chair.

9. Adjournment

Discussion: The meeting adjourned at 4:34pm.

Minutes respectfully submitted by Katy McNeil, Secretary to the ESU 7 Board of Directors

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00069016	1,235.50	05/20/19	10007 A&M BUSINESS PRINTING	C
10	00069017	52.47	05/20/19	10013 ACE HARDWARE	C
10	00069018	120.00	05/20/19	10251 AHSNA WIN	C
10	00069019	213.00	05/20/19	190428 ALMQUIST, MALTZAHN, GALLOWAY & LUTH, PC	C
10	00069020	120.00	05/20/19	10308 AMANDA J EASTMAN	C
10	00069021	4,317.19	05/20/19	10391 AMAZON	C
10	00069022	302.76	05/20/19	120155 AMY J SLAMA	C
10	00069023	697.74	05/20/19	130180 AMY MAZANKOWSKI	C
10	00069024	724.42	05/20/19	7633 ANA SANTOS	C
10	00069025	120.00	05/20/19	10278 ANN KATRIN SCHUG	C
10	00069026	185.02	05/20/19	9504 ANNE BAPTISTE	C
10	00069027	36,288.00	05/20/19	10681 APPLE COMPUTER, INC.	C
10	00069028	25,514.95	05/20/19	388 APPLIED CONNECTIVE TECHNOLOGIES	C
10	00069029	499.38	05/20/19	8508 APRIL BECKER	C
10	00069030	120.00	05/20/19	10324 ASHLEY MEIGHAN	C
10	00069031	400.00	05/20/19	6114 AVERA MEDICAL GROUP-O'NEILL	C
10	00069032	116.00	05/20/19	10910 AWARDS & ENGRAVING	C
10	00069033	1,800.00	05/20/19	10103 B-D CONSTRUCTION	C
10	00069034	3,504.75	05/20/19	20250 BEARD-WARREN HEATING & AIR	C
10	00069035	1,000.00	05/20/19	10200 BRADY MCNEIL	C
10	00069036	487.81	05/20/19	1570 BRIMAR INDUSTRIES	C
10	00069037	85.26	05/20/19	6700 BROOKE KAVAN	C
10	00069038	85.84	05/20/19	190669 BROOKE KOLIHA	C
10	00069039	175.00	05/20/19	9407 C&J SERVICES LLC	C
10	00069040	821.65	05/20/19	30035 VOYAGER SOPRIS LEARNING	C
10	00069041	5,987.44	05/20/19	30039 CAPITAL ONE BANK (USA), N.A.	C
10	00069042	4,168.43	05/20/19	30038 CAPITAL ONE-SPED ARNDT	C
10	00069043	50.12	05/20/19	2097 CAPITAL ONE-SPED KASSING	C
10	00069044	32,277.30	05/20/19	30192 CDW-G	C
10	00069045	1,929.00	05/20/19	30235 CENTRAL CITY PUB SCHOOL	C
10	00069046	401.97	05/20/19	30550 CITY OF COLUMBUS WATER & SANIT	C
10	00069047	150.00	05/20/19	8885 CITY OF TILDEN	C
10	00069048	16,033.77	05/20/19	30610 CLARKSON PUBLIC SCHOOLS	C
10	00069049	240.00	05/20/19	30875 COLUMBUS AREA CHAMBER OF COMMERCE	C
10	00069050	6,048.00	05/20/19	31035 COLUMBUS PUBLIC SCHOOLS GENERAL FUNDS	C
10	00069051	325.00	05/20/19	10413 CORTNEY NAGLER	C
10	00069052	295.00	05/20/19	31330 COSI	C
10	00069053	400.08	05/20/19	4812 CUBBY'S, INC.	C
10	00069054	437.57	05/20/19	86 DANIELLE WAITE	C
10	00069055	155.00	05/20/19	4766 DEANNE R MUELLER	C
10	00069056	36.05	05/20/19	130257 DEBRA MCPHILLIPS	C
10	00069057	6.00	05/20/19	876 DOLLAR GENERAL-MSA 410526	C
10	00069058	13,259.10	05/20/19	40725 EAKES OFFICE SOLUTIONS	C
10	00069059	66.80	05/20/19	50060 EAST BUTLER PUBLIC SCHOOL	C
10	00069060	492,464.43	05/20/19	50825 ED SERVICE UNIT 7-PAYROLL	C
10	00069061	1,115.91	05/20/19	5088 ELKS COUNTRY CLUB	C
10	00069062	228.90	05/20/19	50582 EMBASSY SUITES - LA VISTA	C
10	00069063	536.00	05/20/19	50583 EMBASSY SUITES	C
10	00069064	268.00	05/20/19	50583 EMBASSY SUITES HOTELS	C
10	00069064	-268.00	05/15/19	50583 EMBASSY SUITES HOTELS	CV
10	00069065	812.17	05/20/19	50630 ERNST AUTO CENTER	C
10	00069066	181.08	05/20/19	7560 HOSTED SERVICES	C
10	00069067	599.70	05/20/19	50640 ESU 1	C
10	00069068	2,025.00	05/20/19	50650 ESU 3	C
10	00069069	1,299.35	05/20/19	60017 FAIRFIELD INN & SUITES BY MARRIOTT	C

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00069070	2,400.00	05/20/19	10405 FAITH REGIONAL HEALTH SERVICES	C
10	00069071	141,992.70	05/20/19	9806 FAUSS CONSTRUCTION, INC.	C
10	00069072	3,093.33	05/20/19	7226 FIREGUARD	C
10	00069073	38.30	05/20/19	60056 FIRST NATIONAL BANK	C
10	00069074	120.00	05/20/19	10316 GABRIELA GONZALEZ	C
10	00069075	27.56	05/20/19	9954 GABRIELLE KNOBBE	C
10	00069076	2,500.00	05/20/19	10140 GERARDO ALARCON-MARINO	C
10	00069077	292.50	05/20/19	7013 GREAT PLAINS COMMUNICATIONS	C
10	00069078	698.00	05/20/19	80048 HADDOCK CORPORATION	C
10	00069079	2,834.00	05/20/19	80147 HAMPTON INN	C
10	00069080	18,950.00	05/20/19	80317 HEARTLAND COMMUNICATIONS	C
10	00069081	240.00	05/20/19	80367 OMAHA'S HENRY DOORLY ZOO & AQUARIUM	C
10	00069082	5,024.76	05/20/19	80390 HIGH PLAINS COMMUNITY SCHOOLS	C
10	00069083	98.33	05/20/19	4944 HOBBY LOBBY	C
10	00069084	249.90	05/20/19	80524 HOLIDAY INN EXPRESS-FREMONT	C
10	00069085	5,221.66	05/20/19	80510 HOLIDAY INN KEARNEY	C
10	00069086	315.00	05/20/19	80543 HOMETOWN LEASING	C
10	00069087	580.85	05/20/19	80880 HY-VEE	C
10	00069088	200.00	05/20/19	80882 HYVEE-FREMONT	C
10	00069089	637.18	05/20/19	90088 INDOFF INCORPORATED	C
10	00069090	199.95	05/20/19	90088 INDOFF, INC	C
10	00069091	101.94	05/20/19	90088 PLATE VALLEY PRINTING	C
10	00069092	1,255.12	05/20/19	3387 JENNIFER FISTLER	C
10	00069093	98.60	05/20/19	4618 JENNIFER L. MILLER	C
10	00069094	650.00	05/20/19	190486 JENNIFER SNYDER	C
10	00069095	120.00	05/20/19	10294 JENNYFER PEREZ VELIZ	C
10	00069096	574.78	05/20/19	260092 JUDY A ZADINA	C
10	00069097	1,018.48	05/20/19	110030 JULIE R KAHLER	C
10	00069098	3,489.00	05/20/19	110235 KIDDIE CAB	C
10	00069099	1,938.12	05/20/19	4839 KSB SCHOOL LAW	C
10	00069100	99.95	05/20/19	230343 WINGATE BY WYNDHAM	C
10	00069101	6,324.43	05/20/19	120129 LAKEVIEW COMMUNITY SCHOOLS	C
10	00069102	1,525.00	05/20/19	10227 LAURA CORDERO-CORONADO	C
10	00069103	122.96	05/20/19	6718 LAURA PLAS	C
10	00069104	711.08	05/20/19	40545 LISA DURANSKI	C
10	00069105	100.00	05/20/19	120425 LOGAN VIEW PUBLIC SCHOOL	C
10	00069106	2,795.51	05/20/19	120550 LOUP POWER DIST	C
10	00069107	200.00	05/20/19	130060 MADISON HIGH SCHOOL	C
10	00069108	7.75	05/20/19	130070 MAILBOX, THE	C
10	00069109	500.00	05/20/19	10367 MARIA GUADALUPE GARCIA	C
10	00069110	1,525.00	05/20/19	10235 MARIO ALCALA-CARRILLO	C
10	00069111	1,525.00	05/20/19	10219 MARISSA GARZA-CALVILLO	C
10	00069112	53.36	05/20/19	5410 MARK BRADY	C
10	00069113	1,365.32	05/20/19	80375 MARLA L BENSON	C
10	00069114	51.04	05/20/19	20411 MARY A BOHNING	C
10	00069115	146.16	05/20/19	8141 MEGAN L NOVAK	C
10	00069116	224.58	05/20/19	130378 MENARDS	C
10	00069117	139.00	05/20/19	130547 MNJ TECHNOLOGIES	C
10	00069118	208.02	05/20/19	130661 MONOPRICE, INC.	C
10	00069119	110.00	05/20/19	130909 NANCY'S CAKE SHOPPE	C
10	00069120	100.00	05/20/19	140056 NCECBVI	C
10	00069121	685.00	05/20/19	140351 NCSA	C
10	00069122	180.00	05/20/19	140066 NE ASSOC OF SCHOOL BOARDS	C
10	00069123	185.76	05/20/19	140570 NEBRASKA TECHNOLOGY & TELECOM.	C
10	00069124	200.00	05/20/19	2917 NEBRASKA UNIFIED DISTRICT 1	C

A/P Summary Check Register

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Bank	Check No	Amount	Date	Vendor	Type
10	00069125	100.00	05/20/19	140630 NELIGH OAKDALE PUBLIC SCHOOLS	C
10	00069126	328.25	05/20/19	7366 NICOLE TRAUTMAN	C
10	00069127	150.00	05/20/19	10340 PALMER COMMUNITY FOUNDATION	C
10	00069128	100.00	05/20/19	160033 PALMER PUBLIC SCHOOL	C
10	00069129	41,433.93	05/20/19	5061 PAPER 101	C
10	00069130	1,525.00	05/20/19	10243 PEDRO ROSENDO RODRIGUEZ-BENITEZ	C
10	00069131	40.38	05/20/19	160450 PIZZA RANCH	C
10	00069132	1,500.00	05/20/19	10197 POWERSCHOOL	C
10	00069133	88.00	05/20/19	160672 PRESTO-X	C
10	00069134	32.67	05/20/19	170029 QUALITY SOUND	C
10	00069135	140.36	05/20/19	21001 RACHEL BURGESS	C
10	00069136	8,012.18	05/20/19	80514 RAMADA MIDTOWN CONF CENTER	C
10	00069137	120.00	05/20/19	10332 RAMLA BAKAN	C
10	00069138	120.00	05/20/19	10286 ROSE GARCIA	C
10	00069139	3,905.00	05/20/19	9164 RVW INC.	C
10	00069140	504.60	05/20/19	30268 SANDY CERNY	C
10	00069141	760.96	05/20/19	981 SARAH WACHA	C
10	00069142	619.44	05/20/19	8524 SHAYNA CEPEL	C
10	00069143	100.00	05/20/19	190390 SHELBY-RISING CITY PUBLIC SCHOOL	C
10	00069144	532.22	05/20/19	7005 SOUTH SIOUX CITY COMMUNITY SCHOOLS	C
10	00069145	4,589.80	05/20/19	190850 DAS STATE ACCOUNTING-CENTRAL FINANCE	C
10	00069146	6,150.75	05/20/19	2720 STREAKWAVE WIRELESS, INC.	C
10	00069147	548.64	05/20/19	191085 SUPER SAVER	C
10	00069148	1,545.02	05/20/19	8974 SUSAN MAYBERGER	C
10	00069149	33.74	05/20/19	140691 THE HOME DEPOT PRO	C
10	00069150	369.00	05/20/19	8710 TIME MANAGEMENT SYSTEMS	C
10	00069151	112.25	05/20/19	200606 U & I SANITATION	C
10	00069152	1,379.67	05/20/19	10320 VERIZON WIRELESS	C
10	00069153	200.00	05/20/19	230022 WAHOO PUBLIC SCHOOL	C
10	00069154	386.59	05/20/19	230049 WALMART (SPED)	C
10	00069155	528.34	05/20/19	230051 WALMART COMMUNITY - MIG	C
10	00069156	130.00	05/20/19	9016 WALMART VISION CENTER 3278	C
10	00069157	100.00	05/20/19	230195 WAYNE COMM. SCHOOLS	C
10	00069158	175.00	05/20/19	230292 WEIDENHAMMER SYSTEMS CORP.	C
10	00069159	100.00	05/20/19	230249 WEST POINT PUBLIC SCHOOLS	C
10	00069160	100.00	05/20/19	230340 WISNER-PILGER SCHOOL	C
10	00069161	898.13	05/20/19	10030 ANA KAREN GARCIA MEDINA	A
10	00069162	617.12	05/20/19	1082 ANGEL D MAYBERRY	A
10	00069163	15.00	05/20/19	250100 ANGELA ARNDT	A
10	00069164	368.88	05/20/19	40709 ANN DUBAS	A
10	00069165	710.50	05/20/19	990 BRANDY ROSE	A
10	00069166	789.64	05/20/19	5940 CASSANDRA OHL	A
10	00069167	103.24	05/20/19	5967 CASSANDRA RUTH	A
10	00069168	966.86	05/20/19	9512 CASSIE KRINGS	A
10	00069169	24.01	05/20/19	7188 CODY NELSEN	A
10	00069170	1,028.48	05/20/19	70017 CYNTHIA ALARCON	A
10	00069171	1,387.94	05/20/19	180474 DARLENE RODRIGUEZ	A
10	00069172	241.28	05/20/19	3948 DARUS METTLER	A
10	00069173	1,017.32	05/20/19	7099 HALEY STROBEL	A
10	00069174	1,121.32	05/20/19	20135 ISAURA BARRETO	A
10	00069175	343.94	05/20/19	8559 JACLYN TERNUS	A
10	00069176	1,469.14	05/20/19	9830 JAMIE MCCRAY	A
10	00069177	3,438.82	05/20/19	9580 JASON TROTTER	A
10	00069178	287.10	05/20/19	9741 JENNIFER ZYSSET	A
10	00069179	497.64	05/20/19	6459 KAISE RECEK	A

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00069180	310.88	05/20/19	8516 KATHERINE BOSAK	A
10	00069181	406.00	05/20/19	100521 KRIS JOHNSON	A
10	00069182	515.87	05/20/19	160636 LARIANNE POLK	A
10	00069183	832.88	05/20/19	7072 LAURA METTLER	A
10	00069184	93.96	05/20/19	190385 LINDA SHEFCYK	A
10	00069185	592.18	05/20/19	190434 LORI SIMANEK	A
10	00069186	556.80	05/20/19	2267 MARCIA OSTMEYER	A
10	00069187	92.80	05/20/19	50632 MEGAN KASSING	A
10	00069188	73.08	05/20/19	4650 MELINDA VELECELA	A
10	00069189	536.50	05/20/19	8788 NATHALIE VARGAS	A
10	00069190	146.16	05/20/19	6483 NICHOLE BRIGHAM	A
10	00069191	109.04	05/20/19	160280 PAULA PETERSON	A
10	00069192	1,260.34	05/20/19	5983 RACHEL GARNER	A
10	00069193	371.78	05/20/19	957 RACHEL I DOCKHORN	A
10	00069194	1,068.36	05/20/19	130708 SHARON M BROWN	A
10	00069195	6,105.76	05/20/19	8567 STUTHMAN ENTERPRISES, LLC	A
10	00069196	1,163.48	05/20/19	6254 VERONICA REYES-HERWIG	A
10	00069197	620.60	05/20/19	230361 WENDY WOLFE	A
10	00069198	268.00	05/20/19	50583 EMBASSY SUITES	C
10	00069199	18.95	05/20/19	70406 GOTTBURG AUTO COMPANY LLC	C
10	00069200	200.00	05/20/19	80317 HEARTLAND COMMUNICATIONS	C

Total Bank No 10 981,792.46

Total Manual Checks	.00
Total Computer Checks	951,877.63
Total ACH Checks	30,182.83
Total Other Checks	.00
Total Electronic Checks	.00
Total Computer Voids	-268.00
Total Manual Voids	.00
Total ACH Voids	.00
Total Other Voids	.00
Total Electronic Voids	.00

Grand Total 981,792.46

Number of Checks 186

Batch Yr	Batch No	Amount
19	000201	359,001.89
19	000202	71,958.52
19	000205	492,464.43
19	000207	57,880.67
19	000211	486.95

Inservice Account

	Transaction/Explanation	Receipt	Expenditures	Balance
4/24/19	Deposit - Spouses meals	\$380.00		\$8,287.79
4/24/19	Elks Country Club		\$380.00	\$7,907.79
4/24/19	Deposit - caulking/warehouse	\$7.17		\$7,914.96

Expenditures	\$380.00
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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 July, 2019. This contract shall terminate on the 31 day of May, 2020, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 198 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 \$57,134.88 subject to applicable deductions and federal and state withholding. The salary shall be paid in eleven (11) equal monthly payments of \$5,194.08 in accordance with ESU's payment practices for

professional staff members. The first salary installment shall be payable on the 20th day of July 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 29 day of April, 2019.



Employee

Professional (Exempt) Notes/Comments

Do not print with contract
FOR OFFICE USE ONLY

Grant Coordinators
PD Coordinators



**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 **David Vanderheiden**, 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 1st day of September, 2019. This contract shall terminate on the 31st day of August, 2020, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 245 days of service in any given fiscal year, which is inclusive of vacation and 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: District Technology 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 \$55,000.00 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$4,583.34 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

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 7 day of May, 2019.



Employee

David Vanderheiden

402.540.8920 | dvanderheiden@gmail.com
Columbus, NE 68601

SUMMARY

Dedicated Multimedia and IT professional with 10+ combined years of hardware, software, and web media experience:

- 10+ years of support and maintenance experience within IT equipment and software in higher learning as an IT Service Center Specialist and other technical roles. 3+ years of web production experience including responsive mobile-optimized websites and integration of other supporting informational services including event management and file collaboration.

EDUCATION

University of Nebraska at Kearney
Bachelor of Science, Multimedia
08/2001 – 12/2005

SKILLS

Operating Systems – Windows. Linux/Unix, Mac OS – Android and iOS.

Software – Microsoft Office suite especially Office 365, Adobe Creative Cloud including Photoshop, Premiere, After Effects, and Acrobat. Chrome, Firefox, and Edge/IE. ServiceNow, TrackIT!, LANDesk, TeamViewer, Microsoft RDP, Skype, VMware Horizon, Webex. SFTP/FTP.

Programming – HTML, CSS, CMS (Content Management System) including editing templates/modules, JavaScript, XML, and Windows batch scripting experience.

PROFESSIONAL EXPERIENCE

Essential Personnel (ADM)

Contractor-Video Producer 09/2018-CURRENT

- Monitoring of assigned workstation software and hardware. Technical media assistance and support. Production of internal stereoscopic VR as well as traditional video.

Central Community College

ITS Service Center Specialist 07/2017-CURRENT

- Responsible for operation of Columbus campus IT phone and informational support helpdesk. Creates, tracks, resolves, and documents college network, websites, software, and hardware issues and if required, their escalation. Assists with setup, support, and tear-down of special campus events.
- Provides in-person, email, and telephone Tier-1 level service including printer, wireless and LAN connectivity issues. Resets and/or unlocks accounts, troubleshoots WebCentral, Moodle, and other internal and external college websites. Installation and

configuration of Office 365, Exchange mobile device accounts. Issues, tracks, and images checkout laptops for student and employee use.

Central Community College (Cont.)

Programmer & Media Producer (Project IMPACT) 10/2013-09/2016

- Performed as key leader as part of virtual design team to design, develop, maintain assigned Project IMPACT (Innovations Moving People to Achieve Certified Training) grant websites using responsive cross-device techniques and practices.
- Installed and monitored Google site analytics as well as other grant-sanctioned web services. Researched and produced cost-benefit analysis of web hosting options and best practices. Adhered to grant, UDL, and Creative Commons guidelines.

NEH Web Developer 11/2009-07/2012

- Created workshop website. Assisted with projector, screen, photography, filming, and audio setup of internal project events. Coordinated with the project manager on outreach/marketing efforts.

Information Technology Technician (Project SHINE) 08/2008-10/2013

- Serviced and supported AV, web, and IT needs for Training and Development department and Project SHINE (Shaping High-quality Integrated Nebraska Education)
- Saved an estimated year of potential re-development time of learning resources by performing data backup/recovery of internal and removable drives and media.

MasterCare Patient Equipment

Information Technology Technician (Consultant) 01/2009-07/2012

- Advised, installation, and maintenance of business workstations and related applications. Deployed Windows OS and Microsoft Office suite to assigned workstations. Consulted for LAN issues as well as web server transition and redesign of the company website.

Central Community College (Cont.)

CCC Satellite Office Receptionist 05/2008-01/2012

- Resolved, prioritized, and rotated other part-time job roles and their responsibilities including administration, service, and support of IT and web needs through phone, email, and remote desktop. Supported and assisted face-to-face prospective and current students with connectivity, navigation, and comprehension of internal and external educational services.

Media/Distance Learning Technician 10/2007-10/2013

- Performed and assisted with installation/integration, maintenance, and operation of student, faculty, and staff campus hardware and software. Developed, updated, and maintained static as well as CMS departmental websites.

VOLUNTEER EXPERIENCE

St. Luke's United Church of Christ

AV and IT Media Technician 01/2016-Present

- Installs and updates software and hardware for video services on Windows and Linux. Archival of all files. Video production of service for broadcasting and dissemination.



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 **David Vanderheiden**, 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 3rd day of June, 2019. This contract shall terminate on the 31st day of August, 2019, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 63 days of service in any given fiscal year, which is inclusive of vacation and 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: District Technology 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 \$14,142.87 subject to applicable deductions and federal and state withholding. The salary shall be paid in three (3) equal monthly payments of \$4,714.29 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

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

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

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

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

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

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

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to

the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

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

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

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

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

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

Executed by the Board of ESU7 this _____ day of _____, 20____.

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Employee this 7 day of May, 2019.



Employee

Cassie Ohl

312 S. 13th St, Norfolk, NE 68701 · 402-276-1182 · cassieprothman@gmail.com

March 26, 2019

Educational Service Unit 7
School Board
2657 44th Ave
Columbus, NE 68601

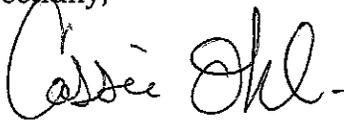
To whom it may concern:

Please accept my resignation from my position as a school psychologist at ESU7. My last day will be May 20, 2019.

I have been extremely fortunate to serve school districts in the ESU7 region. It has been my pleasure to work with such amazing staff and students.

I wish you all the best. If I can be of any assistance to you during the remainder of my term, please let me know.

Respectfully,

A handwritten signature in black ink that reads "Cassie Ohl". The signature is written in a cursive style with a horizontal line at the end.

Cassie Ohl

From: Jamie McCray <jmccray@esu7.org>

Date: May 14, 2019 at 10:34:36 AM CDT

To: Darius Mettler <dmettler@esu7.org>

Subject: Resignation Letter

Dear ESU 7 Board,

Dear Board of Education:

This is my letter of resignation. I have enjoyed my short time working at ESU 7. Thank you for the opportunity to work with such a great team!

Sincerely,
Jamie



Jamie McCray

Early Childhood Speech Language Pathologist
Educational Service Unit 7

2563 44th Ave., Columbus, NE 68601

(402) 564-0815

(308) 383-7022

jmccray@esu7.org

<https://www.esu7.org>



☆ Marla Benson

8:52 AM



Resignation

To: Darus Mettler



Dear ESU 7 Board,

Dear Board of Education:

This is my letter of resignation. I have enjoyed my experiences working at ESU 7. I appreciate all the support given to me.

Sincerely,
Marla

Begin forwarded message:

From: "Adeline Hohman)Google ESU7)" <ahohman@esu7.org>

Subject: Resignation-4/15

Date: April 15, 2019 at 9:38:13 AM CDT

To: Larianne Polk <lpolk@esu7.org>

Cc: Darus Mettler <dmettler@esu7.org>

Good morning. Upon further discussion with my husband, I have decided to resign from the ESU 7 for the upcoming school year (2019-2020). My family commitments are simply too great at this time with such a long commute to/from work.

Thank you for such a wonderful opportunity to teach at the Center...I have learned so much from this position and the individuals with which I have had the privilege to work with. Truly, I am grateful!

If you need a more "formal" letter of resignation, I can provide that this afternoon (I understand the April 15th deadline) or tomorrow.

Thank you.

Addie



Office Use Only:

Degree * BA
Hours Earned * 0
Experience 19
Index 1.24
FTE 1.00
Salary + Equity* \$ 41765.68+11418
*Anticipated for (2019-2020 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 NICKLBINGHAM Brigham, hereinafter referred to as the "Party".

WITNESSETH: That ESU7 hereby agrees to employ the above-named Party in the assignment of Nurse for school year 2019-2020, subject to the following terms and conditions:

- 1. Term of Employment.** This agreement shall commence on the 12 day of August, 2019. This agreement shall terminate on the 19 day of May, 2020 or may be terminated pursuant to Section 7 of the attached contract, whichever comes first. This term shall consist of 185 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 20th day of September and on the 20th 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

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, 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 the 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 2nd day of May, 2019.

Uechi Brigham

Party



Office Use Only:

Degree * MA

Hours Earned * 0

Experience 23

Index 1.81

FTE .50

Salary + Equity* \$ 30482.21+5709.00

*Anticipated for (2019-2020 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 PAULA PETERSON, hereinafter referred to as the "Party".

WITNESSETH: That ESU7 hereby agrees to employ the above-named Party in the assignment of Speech Language Pathologist for school year 2019-2020, subject to the following terms and conditions:

- 1. Term of Employment.** This agreement shall commence on the 12 day of August, 2019. This agreement shall terminate on the 19 day of May, 2020 or may be terminated pursuant to Section 7 of the attached contract, whichever comes first. This term shall consist of 92.50 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 20th day of September and on the 20th 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

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, 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 the 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 25th day of April, 2019.

Paul G. Peterson
Party



Office Use Only:

Degree * MA
Hours Earned * 9
Experience 11
Index 1.74
FTE .90
Salary + Equity* \$ 52746.01+10276.20
*Anticipated for (2019-2020 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 Rachel Garner, hereinafter referred to as the "Party".

WITNESSETH: That ESU7 hereby agrees to employ the above-named Party in the assignment of Speech Language Pathologist for school year 2019-2020, subject to the following terms and conditions:

- 1. Term of Employment.** This agreement shall commence on the 12 day of August, 2019. This agreement shall terminate on the 19 day of May, 2020 or may be terminated pursuant to Section 7 of the attached contract, whichever comes first. This term shall consist of 166.5 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 20th day of September and on the 20th 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

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, 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 the 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 18 day of April, 2019.



Party

Section 8 - Fair Labor Standards Act (Minimum Wage & Overtime)

Article IV, Section 8, A. Fair Labor Standards Act (Minimum Wage & Overtime)

Work week: The work week for overtime purposes shall be 12:00 a.m. Monday until 11:59 p.m. Sunday. The Administrator may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime: Overtime will be paid to non-exempt employees as required by law; that is, when a non-exempt employee works more than 40 hours in a work week. Compensatory pay in-lieu of overtime pay may be implemented in accordance with law. A non-exempt employee shall not work overtime without the express approval of the employee's supervisor.

Deductions from Salary: The ESU's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a "salaried basis" test in order to be exempt from overtime. (Note: Teaching professionals are not subject to the salaried basis test). An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Administrator or the Administrator's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

Wage and Deduction Information: Within ten working days after a written request is made by an employee, the Administrator or designee shall furnish the employee with an itemized statement listing the wages earned and the deductions made from the employee's wages for each pay period that earnings and deductions were made. The statement may be in print or electronic format.

The ESU's policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a "salaried basis" test in order to be exempt from overtime. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

Legal Reference:	Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; 29 CFR §§ 541.303; 541.602-03; 541.710; 553.20-.28; 771.105 Neb. Rev. Stat. § 48-1230
Date of Adoption:	May 20, 2019

A - Attendance

Article IV, Section 9, A. Attendance

The ESU depends on each employee to be reliable and punctual in reporting for work in order to provide its services and programs safely and efficiently. Regular, dependable, in-person attendance at work is an essential function of each employment position.

Employees are to be absent from scheduled work only to the extent reasonably unavoidable. Appointments are to be scheduled for non-work hours whenever possible.

Leaves are to be used for the purpose intended. Abuse of leave privileges will not be tolerated. Such abuse may result in disciplinary action, up to and including termination of employment.

Legal Reference:	
Date of Adoption:	May 20, 2019

B - Reporting Absences and Making Leave Requests

Article IV, Section 9, B. Reporting Absences and Making Leave Requests

Employees are to utilize the appropriate notification and approval procedures for all absences. It is important to give as much advance notice of the need to take a leave as possible.

1. *Requesting Use of Leave Days.* An employee who wants to use available leave is to submit a Request for Leave form to the employee's supervisor. The request is to be submitted prior to the leave. Requests for leave submitted after leave will be approved at the supervisor's discretion. The supervisor may require, when possible, that more advance notice be given depending on the nature of the employee's duties or the need to schedule a substitute. Leave requests should be made as soon as practicable under the circumstances.
2. *Giving Notice of Unscheduled Absences.* An employee who is unable to request prior advance approval for an absence because of the nature of the circumstance requiring the absence (such as personal illness or unforeseen emergency) is to report the need to be absent as soon as the situation is known. Before the end of the day on the first day of the absence, and on each subsequent day of absence, the employee is to report whether the employee will be able to return to work on the next duty day.

Legal Reference:	
Date of Adoption:	May 20, 2019

C - Returning from Absences

Article IV, Section 9, C. Returning from Absences

Establishing Fitness for Duty. Employees must present a written statement from their physician or health care provider to their supervisor when the employee is absent for any period of time because of injury requiring care from a physician or health care provider, or absent from work for 10 days or more due to a personal health condition. The statement is to clearly verify that the employee is mentally and physically able to return to duty. This statement is to be presented in person, or by other methods agreed upon by both parties, to the employee's supervisor before the employee returns to duty in order that the readiness to perform work can be observed and/or discussed.

Employees are required to disclose any medical restrictions that limit their ability to perform the essential functions of their position to their supervisor and to request a meeting with the Americans with Disabilities Act (ADA) Coordinator to discuss the provision of reasonable accommodations. The ESU will not discriminate against any employee due to disability and will provide reasonable accommodations. Information provided about medical conditions or disabilities shall be treated as confidential, as required by state and federal statutes, and will be divulged only to the extent necessary to provide reasonable accommodations.

Legal Reference:	
Date of Adoption:	May 20, 2019

A - Safe Pupil Transportation Plan

Article V, Section 10, A. Safe Pupil Transportation Plan

This policy sets forth the ESU's plan for providing safe transportation to students being transported by the ESU in contracted vehicles. ESU 7 does not employ drivers for transport of students, nor provide vehicles for such. Any student transportation is done by contract with public and/or private transportation vehicles. ESU will annually review (with the transportation company(ies) any policies related to weapons, student behavior, terroristic threats, severe weather, hazardous materials, medical emergencies, procedures in the event of mechanical breakdowns of the vehicles, documentation under Safe Pupil Transportation Plan, and transportation of unsafe items. These policies shall include the following minimum standards. In the event they do not meet these standards, the transportation company will provide an opportunity to bring their practice up to these standards. If the3 standards cannot be met, the ESU shall no longer use that transportation company.

1. Weapons. Upon becoming aware of a weapon aboard a pupil transportation vehicle, the driver will make every attempt to:
 - a. Radio or telephone, from safe location, transportation dispatch and notify them of the situation if possible.
 - b. Pull vehicle over to safe and secure area.
 - c. Confiscate weapon (if it doesn't jeopardize student or driver safety).
 - d. Give description of weapon and participating parties to dispatch.
 - e. Dispatch will immediately notify appropriate law enforcement agencies and ESU administration.

2. Pupil behavior. Students are expected to follow student conduct rules while in a pupil transportation vehicle. The pupil

transportation driver is responsible for controlling behavior which affects safety and for reporting rule violations to ESU administration. In the event a student's behavior jeopardizes safety, the driver will make every attempt to:

- a. First seek to resolve incident through discussion with the student(s) involved.
- b. Radio or telephone, from safe location, transportation dispatch and notify them of situation if possible.
- c. Activate emergency flashers.
- d. Bring vehicle to a safe stop. Seek to resolve the incident, using physical force only as necessary to protect students or yourself.
- e. Report and document discipline problems to the Administrator.

3. Terrorist threats. A person commits a terroristic threat if the person threatens to commit a crime of violence with the intent to terrorize another or with the intent of causing evacuation of a building, place of assembly or facility of public transportation or in reckless disregard of the risk of causing such terror or evacuation. Upon becoming aware of a terroristic threat relating to a pupil transportation vehicle, the driver will make every attempt to:

- a. Radio or telephone, from safe location, transportation dispatch and notify them of situation if possible.
- b. Make every attempt to keep passengers calm (this may mean complying with the terrorist).
- c. Dispatch will immediately notify appropriate law enforcement agencies and administration.
- d. Driver should wait for instructions from dispatch if possible.

4. Severe weather. Upon becoming aware of severe weather while aboard a pupil transportation vehicle, the driver will make every attempt to:

- a. Radio or telephone, from safe location, transportation dispatch and notify them of situation if possible.
- b. Return to the ESU if less than five minutes away and follow the directions of the school administrator.
- c. If more than five minutes away from a school site, go to the nearest school and follow the directions of the administrator.
- d. If there is no shelter and there is immediate danger the driver and passengers are to follow evacuation procedures and get everyone off the vehicle into the nearest ditch or culvert at least 100 feet away from the vehicle.

5. Hazardous materials. Upon becoming aware of a hazardous material aboard a pupil transportation vehicle, the driver will make every attempt to:

- a. Radio or telephone, from safe location, transportation dispatch and notify them of situation if possible.
- b. Pull vehicle over to safe and secure area.
- c. Give description of hazardous materials in question to dispatch.
- d. Dispatch will immediately notify appropriate law enforcement and administration.
- e. Driver should wait for instructions from dispatch if possible.

6. Medical emergencies. Upon becoming aware of a medical emergency aboard a pupil transportation vehicle, the driver will make every attempt to:

- a. Radio or telephone, from safe location, transportation dispatch and notify them of situation if possible. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
- b. Dispatch will immediately notify appropriate medical agencies and administration.

agencies and administration.

c. Driver should follow instructions from dispatch, ESU officials, and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures.

d. Only if necessary, the driver should move passengers only enough to get them out of danger of traffic or fire. If moved, the driver and aide are to keep them where placed until a medical agency arrives, unless a parent has taken charge of their child. Driver should try to keep student passengers as calm as possible.

7. Procedures in the event of mechanical breakdowns of the vehicle.

Upon becoming aware of a mechanical breakdown aboard a Pupil transportation vehicle, the driver will make every attempt to:

a. Pull vehicle over to safe and secure area if possible.

b. Radio or telephone, from safe location, transportation dispatch and notify them of situation if possible.

c. Activate emergency flashers and place warning flares/reflectors in accordance with safety guidelines, if not in secure area.

d. Driver should try to keep student passengers as calm as possible.

e. Dispatch will arrange for assistance and a relief vehicle if needed.

8. Documentation under Safe Pupil Transportation Plan. Each pupil transportation driver is required to complete and submit to the administration a bus conduct report or incident report involving the pupil transportation vehicle operated by the driver or any pupils transported in it. Documentation is to include the occurrence of any of the following events: weapons, student behavior which affects safety, terroristic threats, severe weather, hazardous materials, medical emergencies, or procedures in the event the drop-off location is uncertain or appears unsafe to leave students. Documentation of such events shall be completed and submitted as soon as practicable after the incident.

9. Transportation of Unsafe Items. Drivers shall not permit pupil transportation vehicles to transport any items, animals, materials, weapons or look-a-like weapons or equipment which in any way would endanger the lives, health or safety of the children or other passengers and the driver. Look-a-like weapons associated with a school-sponsored or approved activity may be transported only with written permission of the ESU Administrator or designee. Any items that would break or could produce injury if tossed about inside the pupil transportation vehicle when involved in an accident or sudden stop shall be secured.

10. Supplemental Information. A copy of this plan shall be provided to contracted transportation companies and made available upon request.

Legal Reference:	§§ 79-318, 79-602, 79-607 and 79-608 NDE Rule 91
Date of Adoption:	May 20, 2019

B - Safe Driving Record Standard for Drivers

Article V, Section 10, B. Safe Driving Standard for Drivers

It is the policy of ESU 7 that students shall be transported by local public/private transportation or by school district transportation. ESU 7 employees are not permitted to transport students.

Each person who drives an ESU vehicle for purposes other than pupil transportation shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person's employment position required driving vehicles as a function of the person's employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 10 years; or,
3. Reckless driving or willful reckless, within the immediate prior 10 years; or

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Administrator or Administrator's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with ESU 7 and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.

Legal Reference:	NDE Rule 91
Date of Adoption:	May 20, 2019

A - Child Abuse and Neglect

Monday, May 6, 2019

11:21 AM

Article V, Section 5, A. Child Abuse and Neglect

Any employee of ESU 7 who has reasonable cause to believe a child has been subjected to abuse or neglect or is being subjected to conditions which would result in abuse or neglect shall make a report or cause a report to be made of suspected abuse or neglect directly to local law enforcement or the Department of Health and Human Services, Child Protection Services (CPS). If there is an emergency, the report is to be made to local law enforcement immediately. To fulfill their statutory duty, the employee shall also make the report or confirm that the report has been made to local law enforcement or CPS. After the report is made, the employee must, within the same day, inform their immediate supervisor in order to coordinate investigations with law enforcement.

Confidentiality of the person making the report shall be maintained to the extent practicable. The Administrator or designee is to establish and implement procedures to ensure such confidentiality.

The Administrator or designee shall provide employees information and in-services as appropriate to ensure that employees fully understand their responsibility under the law and the ESU's procedures.

Legal Reference:	§ 28-711
Date of Adoption:	May 20, 2019

B - Corporal Punishment

Article V, Section 5, B. Corporal Punishment

Use of corporal punishment is prohibited by ESU 7. Corporal punishment for purposes of this policy means the infliction of bodily pain as a penalty for disapproved behavior. This does not include physical contact that is intended to preserve order in schools or to protect persons or property from harm. Any physical force used with students shall be limited to that which is reasonable in relation to the need for self-defense, the defense of others, the defense of one's property or the defense of another's property.

Any employee who has been involved in an incident involving the use of physical force with a student shall make an oral report of such circumstances to the Administrator or designee as soon as is practicable and within twenty-four hours. The Administrator or designee shall prepare a memorandum of such report and, as deemed appropriate, investigate and report the incident to the appropriate administrator of the school in which the student is enrolled. A child abuse or neglect report shall be made in the event such is warranted.

The Administrator or designee shall provide employees information and in-services as appropriate to ensure that employees fully understand their responsibility to not use corporal punishment and the ESU's procedures.

Legal Reference:	§ 79-295 NDE Rule 27.002.09 and 27.004.03G
Date of Adoption:	May 20, 2010

Date of Adoption: May 20, 2017

A - Prohibition on Mandatory Medication

Article V, Section 7, A. Prohibition on Mandatory Medication

A student shall not be required to obtain a prescription for a controlled substance as a condition for receiving ESU educational services, an evaluation or special education services.

Legal Reference:	20 U.S.C. 1400 et seq. 34 CFR Part 300 (Individuals with Disabilities Education Act and regulations) 92 NAC 51 (NDE Rule 51)
Date of Adoption:	May 20, 2019

B - Emergency Medical Aid

Article V, Section 7, B. Emergency Medical Aid

When a student is receiving services in a program under the control or supervision of the ESU, ESU employees are to utilize the skills within their capacity to respond to health emergencies. Employees are to render medical aid to students in need of emergency medical services or, as appropriate, arrange for the transportation of the student to the nearest facility where professional medical assistance is available.

Every effort should be made by ESU 7 employees to contact the student's parent or guardian, if time allows for such contact under emergency circumstances; but the primary interest is the health of the student. In the event that emergency circumstances do not allow the employee to contact a parent or guardian prior to the rendering of medical assistance, then the employee should contact the parent or guardian at the earliest practical time under the circumstances.

Legal Reference:	
Date of Adoption:	May 20, 2019

A - Student Fees

Article V, Section 9, A. Student Fees

The ESU will not assess any fee to students. Further, the ESU will not assess any fee to students in the absence of specific authority within a contract for services between the ESU and the School District.

In the event that a student served by the ESU requires certain goods or services to be provided by the ESU when no counterpart service is available within the School District, any fees to be charged for any such goods or services by the ESU shall be specifically identified by the School and the ESU.

Legal Reference:	§§ 79-2,125 to 79-2,135 (Public Elementary and Secondary Student Fee Authorization Act)
Date of Adoption:	May 20, 2019

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 streamlining their policy manual.

Administrator

Goal 1: Communication and Marketing: The Administrator will communicate and market our work being done to the board, staff and school districts.

Goal 2: Budget Stability: The Administrator will ensure budget stability by maintaining cash on hand at 30%.

Goal 3: Policy Revision Timeline: The Administrator will create a timeline for policy revision completion by 2019-2020.

Agency Team

Goal 1.1: Stakeholder Involvement: The Agency Team will work to expand stakeholder involvement in SIMPL Stage 1.

Goal 1.2: Define Professional Development: The Agency Team will work to expand the definition of professional development delivery to every department that provides that service.

Goal 1.3: SIMPL Service Descriptions: The Agency Team will ensure every service in SIMPL will include a description of that service.

Goal 2.1: Agency-wide Survey: The Agency Team will develop and deploy an agency-wide process to survey respondents in order to obtain data for decision-making.

Goal 2.2: Timeline for Measuring Services: The Agency Team will develop a process for assessing service implementation across services, agency-wide, including timelines for verification and implementation scoring.

Goal 3.1: Job Descriptions: The Agency Team will update, clarify, revise and create job descriptions for each position at ESU 7.

Goal 3.2: Re-Organize Leadership Team: The Agency Team will create and modify the organizational leadership team to encompass a comprehensive cross-section of services.

Goal 3.3: Align Staffing to SIMPL: The Agency Team will formally align the staffing allocations to each service on the service plan.

Goal 3.4: Recruitment and Retention: The Agency Team will develop a formalized recruitment and retention process agency-wide.

Departments

Administration: Systems Across Agency (Maintenance Requests, Bookkeeping Procedures, Consistent Benefits)

Cen7ter: Find more usable space in the current Cen7ter and add more space for the Cen7ter

Early Childhood: Designated room for EC workspace (14 people)/ change to "accepted: work areas and Define and share with NDE manageable fidelity requirements (RBI, HV, Gold).

Grants: Establish a backup person and procedure should a grant coordinator be unable to carry out their responsibilities.

Migrant: Think outside the box to enhance recruitment efforts by effectively educating schools, community and families.

Production: Develop and deploy communication plan for copying procedures.

Professional Development: Determine what data will be most useful for determining services for schools. Create an off-campus survey that gives us credible, reliable, and actionable data.

Psychology: Gather and interpret data regarding outcomes of initial referrals and determine needs to improve the efficacy of our services, leadership and support to districts.

Speech: Increase confidence level in writing IEPs by streamlining wording within the IEP document.

Technology: Improve intra-office communication

Vision: Increase communication within the department by having monthly meetings.



LPolk - Vacation Leave
 Beginning Date: 7/1/18
 Ending Date: 5/20/19
 Hours: 127.5

Start Date	Calendar	Title	Hours
7/6/18	LPolk - Leave	Vacation	8
7/9/18	LPolk - Leave	Vacation	8
7/10/18	LPolk - Leave	Vacation	8
7/11/18	LPolk - Leave	Vacation	8
7/20/18	LPolk - Leave	Vacation	3.5
8/13/18	LPolk - Leave	Vacation	3.5
8/16/18	LPolk - Leave	Vacation	3.5
8/17/18	LPolk - Leave	Vacation	3
8/23/18	LPolk - Leave	Vacation	3.5
8/27/18	LPolk - Leave	Vacation	5.5
9/19/18	LPolk - Leave	Vacation	2.75
9/20/18	LPolk - Leave	Vacation	1.75
9/21/18	LPolk - Leave	Vacation	8
10/11/18	LPolk - Leave	Vacation	3.5
10/19/18	LPolk - Leave	Vacation	8
1/22/19	LPolk - Leave	Vacation	5.5
1/25/19	LPolk - Leave	Vacation	8
3/25/19	LPolk - Leave	Vacation	4
3/29/19	LPolk - Leave	Vacation Leave	8
4/18/19	LPolk - Leave	Vacation	3.5
4/25/19	LPolk - Leave	Vacation Track Meet - Lincoln	8
4/29/19	LPolk - Leave	vacation	4
5/10/19	LPolk - Leave	Vacation	8
			127.5 hours

Start Date	Calendar	Title	Hours
10/8/18	LPolk - Leave	+Non-Contract Write Comps	8
10/9/18	LPolk - Leave	+Non-Contract Write Comps	8
10/10/18	LPolk - Leave	+Non-Contract Write Comps	8
10/29/18	LPolk - Leave	+Dissertation Defense	8
12/7/18	LPolk - Leave	+non contract day. USD Doctoral Hooding. Hooding.	8
			40



NEBRASKA

DEPARTMENT OF EDUCATION

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May 7, 2019

Administrator
ESU 7
2657 44th Ave
Columbus, NE 68601-8537

Dear Administrator,

This is notification that the State Board of Education voted at their meeting on May 3, 2019, to grant the Commissioner of Education the authority to approve your application and classify Educational Service Unit 7 as accredited. This action was based on your assurance of compliance with the provisions of Title 92, *Nebraska Administrative Code*, Chapter 84 (Rule 84), *Regulations for the Accreditation of Educational Service Units*. This accredited status will be in effect for the period July 1, 2019, through June 30, 2020.

If you have any questions regarding this action by the State Board of Education, please contact our office at (402) 471-2444.

Sincerely,

Donald E. Loseke

Donald E. Loseke
Accreditation Section Director
Office of Accountability, Accreditation, and Program Approval
Nebraska Department of Education

32-553. Political subdivision; redistrict; when; procedure.

(1) When any political subdivision except a public power district nominates or elects members of the governing board by districts, such districts shall be substantially equal in population as determined by the most recent federal decennial census. Any such political subdivision which has districts in place on the date the census figures used in drawing district boundaries for the Legislature are required to be submitted to the state by the United States Department of Commerce, Bureau of the Census, shall, if necessary to maintain substantial population equality as required by this subsection, have new district boundaries drawn within six months after the passage and approval of the legislative bill providing for reestablishing legislative districts. Any such political subdivision in existence on the date the census figures used in drawing district boundaries for the Legislature are required to be submitted to the state by the United States Department of Commerce, Bureau of the Census, and which has not established any district boundaries shall establish district boundaries pursuant to this section within six months after such date. If the deadline for drawing or redrawing district boundary lines imposed by this section is not met, the procedures set forth in section 32-555 shall be followed.

(2) The governing board of each such political subdivision shall be responsible for drawing its own district boundaries and shall, as nearly as possible, follow the precinct lines created by the election commissioner or county clerk after each federal decennial census, except that the election commissioner of any county in which a Class IV or V school district is located shall draw district boundaries for such school district as provided in this section and section 32-552.

Source: Laws 1994, LB 76, § 149; Laws 1997, LB 595, § 2; Laws 2001, LB 71, § 3.

Annotations

This section does not limit redrawing of district boundaries to only once every 10 years. *Chambers v. Lautenbaugh*, 263 Neb. 920, 644 N.W.2d 540 (2002).

Read together, section 32-552 and this section authorize an election commissioner to draw or adjust the boundaries of school districts following a federal decennial census only as is necessary to maintain substantial population equality within the districts. Section 32-552 and this section do not authorize an election commissioner to take into account political considerations when adjusting boundaries following a federal decennial census. *State ex rel. Steinke v. Lautenbaugh*, 263 Neb. 652, 642 N.W.2d 132 (2002).

SIMPL: Service Implementation Model Process & Log

ESU 07

Educational Service Units in the SIMPL cohort use a data driven process to systematically identify the needs of their school districts and fill the gaps. Below is data related to those services provided.



57

STATE-WIDE SERVICES

This total represents the customized services offered through this cohort.

ESU IMPLEMENTATION



5,336

SERVICE RECIPIENTS

ESUs log activity for services provided. People served are administrators, teachers, technology support personnel and others.



2,192

SERVICE HOURS

Service hours are an aggregate total of the time ESU personnel have logged supporting their school districts.



Percentage of ESU service offerings dedicated to supporting AQUESTT.

POSITIVE PARTNERSHIPS, RELATIONSHIPS AND SUCCESS

13%



TRANSITIONS

0%

15%



EDUCATIONAL OPPORTUNITIES AND ACCESS

0%

21%



COLLEGE, CAREER AND CIVIC READY

0%

13%



ASSESSMENT

0%

17%



EDUCATOR EFFECTIVENESS

0%

21%

This visual represents how the ESU services accessed align with AQUESTT Tenets. [\(see more real-time data about the AQUESTT Implementation\)](#)



956

EVENT ATTENDANCE

ESUs offer many events throughout the year to support schools and teachers. This is a count of people attending these events. *Note Events are uploaded periodically



\$394,275

DOLLARS SAVED

ESUs are beginning to collect data for all services showing the cost savings schools receive through ESU services. This data reflects data saved through COOP Purchasing alone in the 2017-2018 school year.



147 Districts

COHORT ESUS

ESUs 2, 3, 7, 8, 10, 13, 16 and 17 contribute to the data collected on this site.

Reports: Service Implementation

ESU 07

SERVICE CATALOG

57 SERVICES

[See the ESU 07 Service Plan](#)

SERVICE DELIVERY

2,192

ESU staff hours investing in schools.

EVENT ATTENDANCE

956

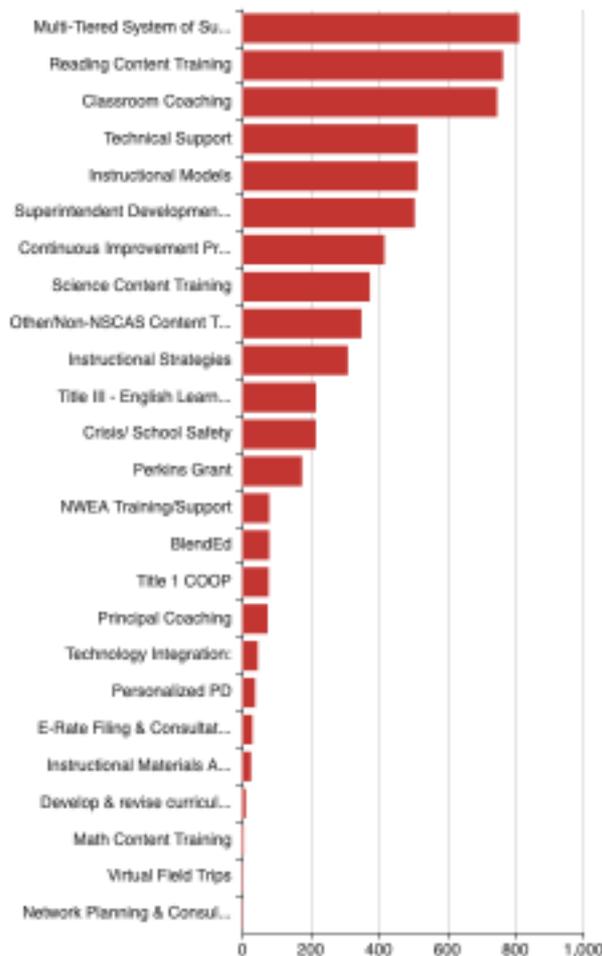
People attending ESU sponsored events that bring expert training to school personnel.

COST SAVINGS TO SCHOOLS

\$367,749 ESU INVESTMENT FOR

Value Added Index

SERVICE SUPPORT BY SERVICE

[View the ESU 07 service matrix.](#)

Legislative Update to the ESU 7 Board
5.20.19

[Link to full summary.](#)

Each bill summary is organized by:

Bill Number (Senator's last name), Sponsor Committee, One-liner

Description

[Status](#)

LB 18 (Briese) Revenue, Adopt the Remote Seller Sales Tax Collection Act

LB 18 is essentially the same legislation offered by former Senator Watermeier in 2017 (LB 44). Would create the Remote Seller Sales Tax Collection Act. The bill would require remote sellers (online retailer without a physical presence in our state) to collect and remit sales tax if their gross revenue in Nebraska exceeds \$100,000 or their sales in Nebraska consist of 200 or more separate transactions. In 2017 the Nebraska Department of Revenue commented that such legislation would yield anywhere from \$30 million to \$40 million in new revenue for the state.

[Jan. 31, Heard by Revenue Committee. No action yet.](#)

[Held in Committee](#)

LB 73 (Erdman) Education, Require display of the national motto in schools

Provides that each school board must prominently display the national motto of the United States, "In God We Trust," written legibly in English, in each classroom or in another prominent place in each school building where each student will be able to see and read it each day school is in session.

[Jan. 22, Heard. No action from committee yet](#)

[Held in Committee](#)

LB 103 (Linehan) Revenue, Change provisions relating to property tax requests

In essence, a school district or other political subdivision cannot collect more dollars in property taxes without holding a separate public hearing. For example, if the valuation of property increased within a school district, the district would be required to lower its levy to collect only an equal amount of property tax dollars received the previous year. If the school wished to maintain the levy and keep additional dollars, the school board would need to follow the proposed language and hold a public hearing to explain/discuss the rationale. The school board would continue to have the final decision on raising, lowering or maintaining the levy. The

public hearing may not be held at the same time as the annual budget hearing. Notice of the public hearing must be given before the date of the hearing by the publication of a notice in at least one newspaper of general circulation in such political subdivision and in a prominent public location at which notices are regularly posted in the building where the governing body of the political subdivision regularly conducts its business.

A resolution or ordinance setting a political subdivision's property tax request at an amount that exceeds the political subdivision's property tax request in the prior year must include the following information:

- The name of the political subdivision;
- The amount of the property tax request;
- The following statements:
 1. The total assessed value of property differs from last year's total assessed value by percent;
 2. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$..... per \$100 of assessed value;
 3. The (name of political subdivision) proposes to adopt a property tax request that will cause its tax rate to be \$..... per \$100 of assessed value; and
 4. Based on the proposed property tax request and changes in other revenue, the total operating budget of (name of political subdivision) will exceed last year's by percent; and
- The record vote of the governing body in passing the resolution or ordinance.

In brief: When property tax asking is greater one year to next, there will need to be separate hearing, separate notice (bigger), no restriction on public comment. After all those steps, the BOE still makes the decision. Tough to argue against, but is a hoop. Timing is a big concern.

Jan 24, Heard by Revenue Committee.

Feb. 5, Moved to General File with amendments

Feb. 11, Moved to Select File

Mar 13, Passed, link to [slip law with e-clause](#)

LB 120 (Crawford) Education, Require teacher and school staff to receive training on behavioral and mental health

Changes some terminology relevant to the duties of the state school security director to include a more deliberate focus on . The suicide awareness and prevention training in public schools. The bill strikes the term "suicide awareness" and inserts "behavioral and mental Health" into [§ 79-2,146] and specifies that the training is conducted each year during contract hours.

The bill includes an emergency clause.

Jan. 14, Referred to Education Committee

Mar. 4, Heard. No action from committee yet

Held in Committee

LB 148 (Groene) Government, Change requirements for public hearings on proposed budget statements and notices of meetings of public bodies

The bill specifies that such hearing must be held separately from any regularly scheduled meeting of the governing body and may not be limited by time.

LB 148 further specifies that at the hearing, the governing body must make a detailed presentation of the proposed budget statement and must make at least three copies of the proposed budget statement available to the public. Under current provisions of the Act, each public body must give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. LB 148 eliminates any discretion by the governing body in determining the method by which it publicizes notice.

Feb. 6, Heard by Government, Military and Veterans Affairs Committee.

Mar. 5, Moved to General File, amendments filed.

LB 161 (Erdman) Education, Eliminate learning communities

Dissolves the Learning Community effective July 1, 2020.

Feb. 19, Hearing Scheduled

Held in Committee

LB 289 (Linehan) Revenue, Change provisions for property tax and school funding With Amendment 1381

This is the Revenue Committee's tax proposal, and saw almost seven hours of testimony.

The bill is designed to provide property tax relief and provide additional school funding through a sales tax increase and a host of other revenue generating mechanisms.

Jan 15, Introduced to Revenue Committee

Feb. 1, Heard by Revenue Committee.

Apr. 24, Heard by Revenue, Appropriations, and Education Committees

LR 3CA (Erdman) Revenue, Constitutional amendment to provide income tax credits for property taxes paid

Similar to a previous legislative attempt, LR 3CA would amend the Nebraska Constitution to provide a refundable credit against the income tax imposed by the State of Nebraska in an amount equal to 35% of the property taxes that were:

- (a) Levied on real property located in this state; and

(b) Paid by the taxpayer during the taxable year.

The tax credits would be available for taxable years beginning on January 1, 2021. If adopted by the Legislature, the measure would appear on the 2020 General Election ballot.

Feb. 7, Heard by Revenue Committee. No action yet.

Held in committee

LR 5CA (Brewer) Revenue, Constitutional amendment to limit the percentage of funding for schools that comes from property taxes

Article VII, Section 1 of the Nebraska Constitution requires that the Legislature provide for the free instruction in the common schools of this state of all persons between the ages of five and 21 Years. LR 5CA proposes to amend this section of the Constitution with language stating that no more than 35% of the funding for the free instruction in the common schools may derive from property taxes. The idea behind the constitutional amendment is that the state would need to dramatically increase funding for education.

If adopted by the Legislature, the measure would appear on the 2020 General Election ballot for approval by the voters.

Feb. 12, Heard by Education Committee. No action yet.

Held in Committee

LR 8CA (Governor's bill), Funding for schools that comes from property taxes

Places constitutional lid to what schools, ESUs, in levied property tax. In this case it is 3% growth. Any above that number would need voter approval. There is no revenue replacement in this proposal. If passed, would be put on the ballots in 2020.

Jan. 17, Referred to Revenue Committee

Feb. 27, Heard, no action yet

Apr. 10, Failed to advance, 4-2-2

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

Amends the Nebraska Student Discipline Act to provide for the use of physical force or physical restraint or removal from a class in response to student behavior.

Feb. 11, Heard by Education Committee. No action yet. All education organizations, except NSEA opposed.

Mar. 27 Still in Education committee with motion to indefinitely postpone, now pending.

LB 165 (Hunt) Education, Adopt the Too Young to Suspend Act

Creates the Too Young to Suspend Act with the purpose to prohibit early childhood education and kindergarten students from being suspended or expelled from school except in limited circumstances. The intent of the bill is to prevent suspensions or expulsions of difficult young

students who may disrupt school activities or willfully defy school authorities, but who are not a danger to other students.

[Feb. 26, Hearing scheduled for Education Committee](#)

[Held in Committee](#)

LB 314 (Briese) Last session this bill was introduced, working on something similar this session.

Supported by school groups, ag groups, etc. Proactive proposal. Increases state sales tax .5%, and other taxes while eliminating some tax exemptions to produce estimated \$782,000,000 new revenue for property tax relief.

[Feb. 14, Hearing scheduled for Revenue Committee](#)

[Held in Committee](#)

LB 399 (Slama) -- Civics Bill

Must have a board Civics Committee, at least 2 public meetings per year, ensure some social studies curriculum requirements, Under the amendments, the requirement that school districts must administer the civics exam

is removed and inserts a requirement that school districts choose at least one of three options to incorporate in the district's curriculum. These three options are:

1. Administer written test;
2. Require that the student attend or participate in a meeting of a public body and subsequently complete a project or paper discussing what the student learned; or
3. Require that the student complete a project or paper and a class presentation between eighth grade and twelfth grade on a person, persons, or even commemorated by one of the holidays listed in the bill or on a topic related to such person, persons, or event. The holidays and commemoration days listed in the bill include George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day.

School districts do not have to incorporate all three options. They must only incorporate one of the options listed above.

There are many prescriptive elements to be included in curriculum.

Every school board, the State Board of Education, and the superintendent of each school district in the state shall be held directly responsible in the order named for carrying out this section..

Neglect thereof by any employee may be considered a cause for dismissal

[The Education Committee advanced LB 399 to General File by a unanimous](#)

[8-0 vote. The bill now awaits first-round debate.](#)

Mar. 13, Placed on Final Reading, link to [final copy](#) containing FA21

Mar. 14, Moved back to Select File for amendments

Mar. 15 Advanced to Final reading

Mar. 21, Passed on Final Reading 44-2-3 and presented to Governor

Mar. 27, Approved, became law. Effective September 2019, link to [slip law](#)

LB 537 (Lathrop) - Performance Eval Bill

Change provisions relating to actions with regard to the performance or conduct of a certificated school district employee.

From Justin Knight, Perry Law Firm: If a teacher is placed on a "performance improvement plan or other form of administrative directive to address alleged performance deficiencies," LB 537 would allow the teacher to appeal that decision to the board of education. In other words, if LB 537 is passed into law, struggling teachers could challenge an administrator's decision to place the teacher on an improvement plan. This concept should be a concern to both administrators and school boards alike. The purpose of the bill would permit teachers to bypass school administrators and burden boards with the day-to-day supervision of teachers.

Aside from the many practical problems, there are several legal uncertainties regarding LB 537. For one, LB 537 could jeopardize the board's ability to be impartial during a termination/cancellation/non-renewal hearing if the board previously held a hearing on the teacher's appeal of an improvement plan or directive. There is also the obvious uncertainty as to what constitutes an "administrative directive" under the bill. For example, would a comment in the hallway suffice to trigger a right to an appeal? What about a building-wide email from the principal with a new attendance rule (such as requiring all teachers to arrive 30 minutes before school)? Or does such a "directive" need to be individually tailored to a specific teacher for a right to a hearing? Unfortunately, the bill does not provide much guidance to answer these questions.

In any event, the intent of this bill may unfortunately result in fewer teachers being given an opportunity to improve (which is, after all, the point of an improvement plan). This may result in an increased number of hearings, but probably not for the reasons that the proponents of this bill intended. Indeed, if LB 537 is enacted, many districts would likely rather have one hearing (to end employment) rather than several hearings (one for an improvement plan and another to end employment).

Jan. 22, Introduced to Education Committee

Mar. 18, Hearing scheduled

LB 568 (Morfeld) - Mental Health First Aid

Provide for mental health first aid training for school districts and change provisions relating to the use of lottery funds

Jan. 22, Introduced to Education Committee

Mar. 18, Hearing scheduled

LB 675 (Groene) - Education Shell Bill

Jan. 23, Introduced to Education Committee

Feb. 26, Heard

Mar. 19, Education Committee prioritized

Apr. 24, General File, with amendments

LB 670 (Linehan) - Adopt the Opportunity Scholarships Act and provide tax credits

The bill would provide income tax credits for private school scholarship funds.

NASB's take on what this bill means...

- It is costly
- It puts pressure on property taxes
- It won't save the state money
- It makes scholarship tax credits more lucrative than other types of giving
- It may lead to fewer donations to private schools, churches
- There are Constitutional concerns
- The bill is not targeted to low-income students

Jan. 23, Introduced to Revenue Committee

Mar. 7, Hearing scheduled

Apr. 11, Placed on General File, 5-2-1, with amendments

LB 679 (DeBoer) - School Financing Review

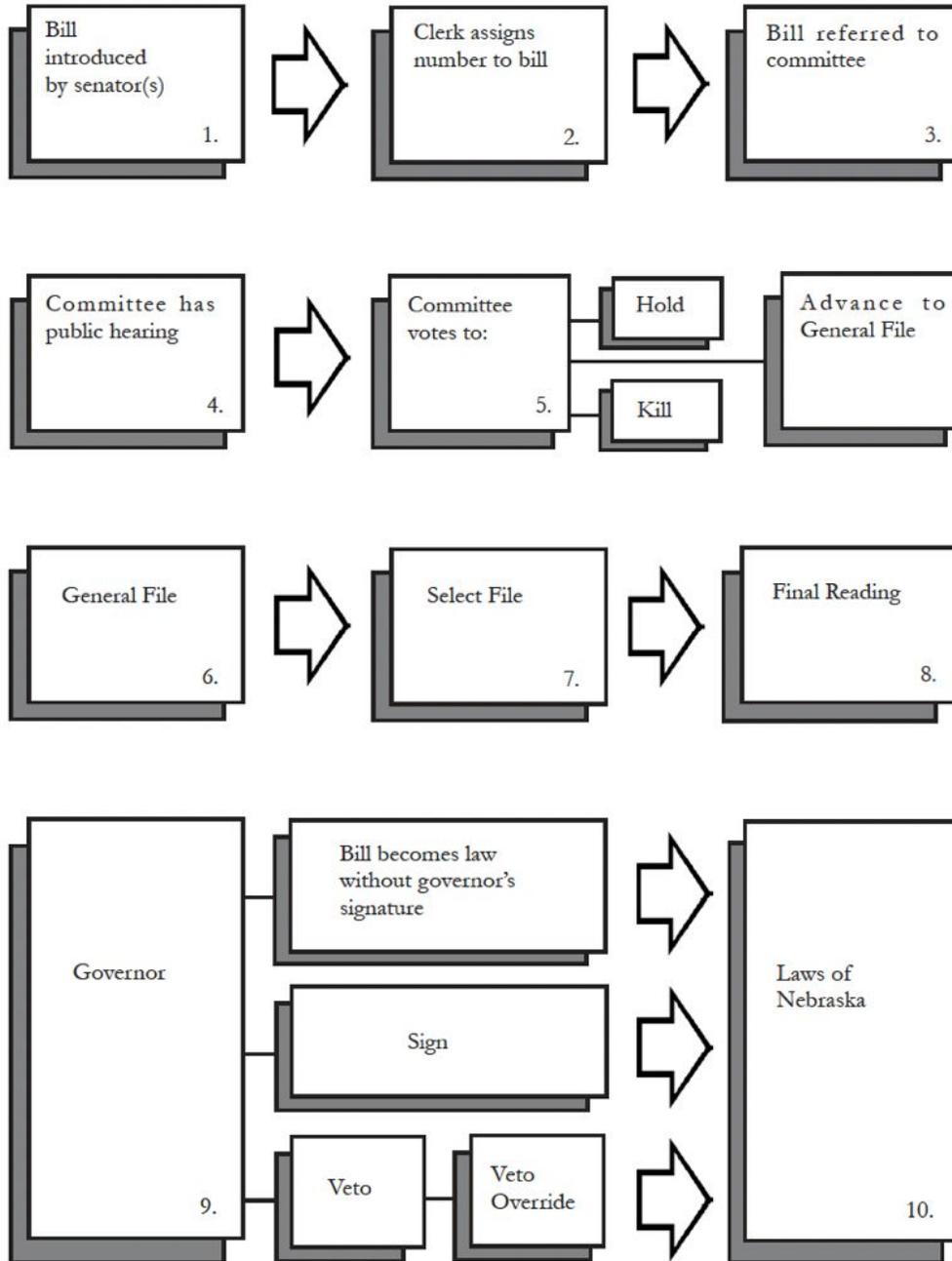
Create the School Financing Review Commission

Jan. 23, Introduced to Education Committee

Mar. 19, Hearing scheduled

There are over 80 bills introduced that will impact state aid, core services, and/or property taxes. The list in this document only highlights the ones I have pulled out for you at this point. If there are others that seem to have legs, I will add them for the next update.

How a Bill Becomes a Law



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

**2019-2020 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 May, 2019 ("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 2019-20 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, 2019 and ending on July 31, 2020.

- 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 five 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 \$4,239 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:

Section 2	PD Annual Program Fees	\$4,239 (Each ESU will participate.)
Section 3	PD Participation Fees	\$20 per person per day (Each ESU will participate.)

MSA Fees for 2018-2019: \$4,131/\$20

**3. BlendEd Initiative and Projects:
Encompassing Distance Education, Digital Learning,
Instructional Materials, and Learning Management Systems**

- a. Purpose of BlendEd Initiative and Projects. The ESUCC shall provide distance education services including brokering and facilitating the exchange of distance education courses, the administration of learning management systems, and the assessment of distance education needs and evaluation of distance education services as provided for in NEB. REV. STAT. § 79-1248 and other state statutes and regulations. Additionally, the ESUCC is charged with the administration of statewide initiatives and provision of statewide services among other duties in NEB. REV. STAT. § 79-1246. The ESUCC also has managed statewide services in “core services” as that term is defined in statute, including instructional materials services. The purpose of the BlendEd Initiative is to assure cost-efficient and equitable delivery of digital learning opportunities in partnership with educational service units, school districts, and other potential partners. The BlendEd Initiative will unify ESUCC projects and seeks to collaborate to provide students and school districts across the state with access to a mix of different learning environments to best support the combination of traditional face-to-face classroom methods with more technology-mediated activities.
- b. 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 BlendEd Initiative and 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.
- c. Fees. Each ESU will be invoiced \$5,500 fee to support the administration of statewide BlendEd Initiative. Based upon elected participation, the ESUCC shall charge additional fees for services, related equipment, and other fees as described in this Article. Additional fees may be determined and assessed by the ESUCC to provide necessary services.

The following is a cost summary for the project:

BlendEd Initiative/Projects Administration	\$ 5,500
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- 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 initiative. The Advisory Committee shall provide the ESUCC’s Executive Director and BlendEd/Distance Education 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 BlendEd/Distance Education Director may also form ad hoc committees from time to time to address matters relevant to the BlendEd Initiative and Projects.

e. 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.

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

(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)

- g. Distance Education Brokering. The ESUCC will provide the NVIS course clearinghouse for use in finding and exchanging distance education courses between participating ESUs and school districts. If fees for distance education brokering become necessary, they will be approved by the ESUCC with at least one month's prior notice to participating ESUs.

(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)

- h. Instructional Materials. The Instructional Materials portion of the BlendEd Project consists of four separate components. On an annual basis, ESUs may participate in none, some or all of the Instructional Materials components. Due to the nature of this project ESUs may not elect to withdraw or amend their participation in any Instructional Materials Project mid-contract year after this Agreement has been approved.

- i. Instructional Materials: Media on Demand: Learn360 is the current provider for a statewide multimedia digital delivery service that also includes a free learning object repository (LOR) for the management and delivery of custom created or licensed content. This agreement with Infobase, owner of Learn360, can be renewed annually following an evaluation of services and usage data and the recommendations of the TLT Affiliate. Participating

ESUs will be charged a fee based on the actual contract cost. Each ESU will pay a fee based on a schedule equivalent to fifty percent of the Media on Demand contract divided equally among the participating ESUs and the remaining fifty percent of the contract divided based on participating Nebraska public schools' PK-12 enrollment after the cost for the non-public schools are calculated and deducted from the remaining fifty percent. The Media on Demand service may be made available to school districts in non-participating ESUs. The ESUCC will establish fees and invoice any participating districts in coordination with the non-participating ESU. The ESUCC will provide an estimate for budget purposes for each participating ESU. Amounts will be invoiced contingent upon the recommendation for renewal of the subscription and approval by the ESUCC board.

The following is a cost summary of the Media on Demand project:

Term Dates: September 1, 2019 - August 31, 2020

Fee: \$0.45 per student with statewide student count 199,999 or less
\$0.40 per student with statewide student count over 200,000
Total amount based upon student enrollment

A one-year subscription to select Infobase databases. ESUs may select one elementary/middle school and one middle/secondary database at no cost for one year. At the end of the one-year term, the databases are available for purchase through the ESUCC Marketplace at either \$0.33 or \$0.49 per student depending on the database. If Learn360 is renewed for the following term, two new databases may be selected at no cost for one year. For 2020-21, Infobase will maintain this offer with a price increase of \$0.01 per student.

ESUs will be invoiced - October 2019

(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)

Estimated Learn360 Costs for 2019-2020

ESU	Public PK-12 Students	Nonpublic PK-12 Students	Estimated Cost Per ESU 50/50 Formula at \$0.45 per student
1	11,469	952	\$6,540
3	59,301		\$16,399
4	6,582	613	\$5,336
5	5,710	342	\$5,027
7	12,994	2,469	\$7,550
8	10,704	1,900	\$6,802
9	9,675	679	\$6,031
13	14,143	483	\$6,904
15	3,726	147	\$4,512
16	8,315	570	\$5,690
17	1,533	57	\$4,000
18	42,020		\$12,682
Totals	186,172	8,212	\$87,473

- was \$7660 in 18-19

Estimated cost for 2019-20 subscription based upon NDE Student Enrollment Report for 2018-19. Table above does not include those ESUs that have elected not to participate. ESU 3 student count does not include Millard Public Schools.

- ii. Learning Object Repository (LOR): Through this service, ESUCC will coordinate a digital library that will enable educators from within participating ESUs to share, manage and use educational resources with a common metadata standard. Multiple platforms are available to access instructional materials that are aligned to academic standards. For ESUs participating in the Media on Demand project, Learn360 provides an LOR feature that houses previous media acquisitions (Nebraska Licensed Titles) in addition to the subscription resources. The ESUCC will also make the Nebraska OER hub available to all ESUs. The Nebraska OER hub offers statewide access to local and national open educational resources (OER). 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. Additionally, open educational resources are available through the National Repository of Online Courses (NROC). Other platforms may be considered as needs change.

Fees for software licensing, hosting, training or other associated project costs for services or products will be based on the vendor-provided schedule of fees. Participating ESUs will be invoiced for their share of the costs as they occur. There is no additional cost for Learn360's custom content repository feature. The annual service plan cost for the Nebraska OER hub is shared with the Nebraska Department of Education. ESUCC's share of the cost for the Nebraska OER hub is covered by the fee that supports the administration of statewide BlendEd Initiative. It is recommended that ESUs supporting the Learning Object Repository(LOR) also elect to participate in Special Projects.

The following is a cost summary of the project:

LOR	Per negotiated contract through ESUCC
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(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)

- iii. Instructional Materials: Special Projects. This project will support the state endorsed LOR platforms, curation and creation of educational resources, review and alignment of resources to the Nebraska State Standards and other indicators utilized by Nebraska schools, BlendEd projects, additional trainings, and the promotion of existing instructional materials. ESUCC staff will work in conjunction with relevant staff members from participating ESUs to identify assessed needs to further enhance education for all learners. It is recommended that all ESUs participating in the Learning Object Repository (LOR) elect to participate in Special Projects. The fee for Special Projects will not exceed is \$5,000 per ESU and will only invoiced when an actual cost is incurred.

The following is a cost summary of the project:

Special Projects	\$5,000	<i>\$500 increase</i>
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(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)

- iv. Instructional Materials: Learning Object Acquisitions. This project will identify and acquire learning objects that will enhance education for all

learners in Nebraska schools. Project funds will be used to offset expenses related to curating, obtaining, implementing and promoting learning objects. ESUCC staff will work in conjunction with relevant staff members from participating ESUs to identify project needs. The fee for Learning Object Acquisitions will not exceed \$5,000 per ESU and will only be invoiced when actual cost is incurred.

The following is a cost summary of the project:

Learning Object Acquisitions	\$ 5,000	<i>no increase</i>
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(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)

- i. Federated Identity and Access Management: This initiative will provide participating users with a single sign-on framework, allowing the identity of a user to be verified and that identity to be used to provide access to all of the digital services offered by ESUCC and NDE.
 - i. Additional Fees/Costs (if any): The ESUCC and participating ESUs may amend this agreement to expand services based on planning efforts for content hosting, identity management infrastructure and related services. Any such fees/costs will be presented by the ESUCC Technology Committee for approval by the ESUCC board.

(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)

4. Cooperative Purchasing Project

- j. 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.
- k. 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.

(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)

5. 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. Improving Learning for Children with Disabilities (ILCD Project): ILCD is a state self-assessment project that gathers information for federal reporting requirements. The ILCD Project utilizes parent, teacher and administration survey assessments. The survey results can be accessed via the ILCD Website. ESU staff provide technical assistance for the ILCD website and survey design.
- c. Project PARA: Project PARA is a web-based method for school districts to provide introductory training for their paraeducators. The Project assists schools in meeting the paraeducator training requirements. Project PARA is a collaborative effort between the University of Nebraska, the Nebraska Department of Education and Nebraska educational service units.
- d. Fees. Each Participating ESU will pay a fee of \$5,500 to fund the Special Education Project.
- e. 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.

<u>2019-2020</u>	<u>2020-2021</u>	<u>Tier</u>
\$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:

Special Education Project	\$ 5500
Additional SRS Fees (Tier)	\$see chart above

MSA Fees for 2018-2019: \$5500

(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)

6. 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 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.

Govt. Relations (2019 & 2020)	\$ 1629.41
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(Within the Summary Page found on page 17 of the MSA, please check the box if the ESU will participate in the program.)

Summary of MSA Fees 2019-2020

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

ESUPDO with the following costs for services: (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)

Section 2	PD Annual Program Fees	\$ 4,239 - \$108 increase since 18-19
Section 3	PD Participation Fees	\$ 20 per person/per day - no change from 18-19

BlendEd Initiative/Projects Administrative Fee (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)

	Project Administration	\$ 5,500 - \$100 increase from 18-19
<input checked="" type="checkbox"/>	BlendEd Projects/BlendEd	\$ 0.00
<input checked="" type="checkbox"/>	BlendEd Projects/Distance Education	\$ 0.00
<input checked="" type="checkbox"/>	BlendEd Projects/Media on Demand/Learn360 Media On Demand	(see table on pg. 10) - \$110 decrease from 18-19
<input checked="" type="checkbox"/>	BlendEd Projects/Learning Object Repository LOR	Per negotiated contract - *will report at later date
<input checked="" type="checkbox"/>	BlendEd Projects/Instructional Materials: Learning Objects Learning Objects Acquisitions	\$ 5,000 - no change from 18-19
<input checked="" type="checkbox"/>	BlendEd Projects/Instructional Materials: Special Projects Special Projects	\$ 5,000 - \$500 increase from 18-19
<input checked="" type="checkbox"/>	BlendEd Projects/Identity Management	\$ 0.00
<input checked="" type="checkbox"/>	Coop Purchasing	\$ 0.00
<input checked="" type="checkbox"/>	SRS Special Education Project Additional SRS Fees (Tier)	\$ 5,500 - no change from 18-19 (see table on pg. 16)
<input checked="" type="checkbox"/>	Legislative and Governmental Relations Govt. Relations	\$ 1,629.41

$$* \underline{34,418.41} = \text{18-19 Total } \$33,820.41$$

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

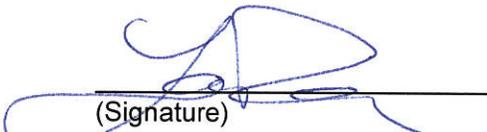
FOR EDUCATIONAL SERVICE UNIT # 7:

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)

5-20-19

(Date)

Larianne Polk Administrator, ESU7
(Printed name) (Title)

FOR THE EDUCATIONAL SERVICE COORDINATING COUNCIL:

(Signature)

(Date)

David Ludwig
ESUCC Executive Director

H - Filling a Vacant Officer Position

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



2657 44th Avenue, Columbus, NE 68601 (402) 564-5753 FAX (402) 563-1121

Thank you for your interest in serving on the Educational Service Unit 7 Board of Education as the District ___ representative. This term will expire on December 31, ____.

Board meetings are held at the ESU 7 building in Columbus on the 3rd Monday of each month beginning at 5:30pm.

In order to select the best candidate for this vacancy, please complete the following questionnaire and return by _____ to:

Katy McNeil
Secretary to the Board
2657 44th Avenue
Columbus, NE 68601



ESU 7 BOARD CANDIDATE QUESTIONNAIRE

Last Name	First Name	MI	Date
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Home Address _____ Telephone _____

Business Address _____ Telephone _____

Occupation _____

How long have you lived in _____ County? _____

In which school district do you live? _____

Do you have children in elementary or secondary school? Yes No (circle one)

If yes, what grade(s) are your children in? _____

Why do you want to be a member of the ESU 7 Board? _____

Have you worked on any school committees or participated in any school activities?
Yes No (circle one) If yes, please list and indicate years of participation:

Other community or business activities: _____

What is your basic understanding of the Educational Service Unit 7 purpose?

What should the role of the ESU 7 Board be in the fulfillment of that purpose?

Please describe what the relationship between the Board members and the Administration should be in handling service unit matters.

In what areas of function as a Board member would you have a particular interest or skill (public relations, budget, negotiations, evaluation, long-range planning, facilities, policy, etc.)?

If you have had an opportunity in the future to make a judgment regarding effectiveness of the service unit in carrying out its purposes, what do you see as the strengths of ESU 7?

In what areas do you think ESU 7 could improve services or provide additional services in?
