



Regular Board of Directors Meeting

Monday, August 16, 2021 at 5:30 PM

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

1. Call the Meeting to Order  
**Speaker(s):** Board President or Designee  
**Rationale:**

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

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

1. Notification of Open Meetings Law  
**Speaker(s):** Board President or Designee  
**Rationale:**

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

2. Roll Call  
**Speaker(s):** Board President or Designee
3. Absent Board Members  
**Speaker(s):** Board President or Designee

**Rationale:**

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

**Recommended Motion(s):**

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

4. Pledge of Allegiance

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

2. Approval of Agenda

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

**Rationale:**

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

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

**Recommended Motion(s):**

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

3. Welcome Visitors

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

4. 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 complete the Request to be Heard Document prior to the start of the board meeting. Citizens wishing to present petitions to the Board may do so at this time. However, the Board will only receive the petitions and not act upon them or their contents.

5. Consent Agenda

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

**Rationale:**

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

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

Consent Agenda Includes:

- Minutes from the previous meeting(s)
- Presentation of the Bills
- Policies with no recommended changes
- Annual Personnel Contract Renewals
- 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. July 2021 - Presentation of Bills #72646 through #72768 totaling \$860,223.66

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

**Rationale:**

The summary of bills for the month of July total:\$860,223.66 - Bills #72646 through #72768

Inservice bills total: \$0

	Amount	Vendor	Description
72646	\$20,599.00	Ernst Auto	2021 Toyota Corolla
72648	\$8,106.15	Amazon	Migrant/Tech/SPED/Grants supplies
72652	\$22,393.45	Capital One	Tech/SPED/Grants supplies
72657	\$18,185.75	CDW-G	Technology Equipment for school flow throughs
72659	\$12,050.20	Central NE Rehab Services	Early Childhood/Speech contracted services
72668	\$10,178.00	Daktech Computers	Technology Equipment for school flow throughs
72669	\$10,020.50	Eakes Office Solutions	Copier Maintenance/Furniture
72671	\$5,000.00	East Butler Public Schools	Perkins Reimbursement
72694	\$17,684.00	Kagan Professional Development	Title IIA Consultant
72697	\$6,748.75	Kiddie Cab	Migrant student transportation
72717	\$22,123.84	OfficeNet	Meeting room chairs/break room table and chairs
72730	\$9,000.00	Schuyler Comm. Schools	PEAK MTSS Reimbursement
72742	\$6,458.06	Toni Prickett	Title IIA Consultant
72749	\$5,399.98	Wakefield Public Schools	Title III Reimbursement

**This is a consent item.**

3. August 2021 - Presentation of Bills #72770 through #72889 totaling \$1,087,249.25

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

**Rationale:**

The summary of bills for the current month total:\$1,087,249.25 - Bills #72770 through #72889

Inservice bills total: \$15.00

	Amount	Vendor	Description
7277 4	\$25,087.00	Amazon	Migrant/Tech/SPED/Grants supplies
7277 8	\$15,299.31	Applied Connective Technologies	Learning Academy security door readers
7278 0	\$32,230.03	Boone Central Schools	Title I/Peak Reimbursement
7278 2	\$17,731.76	Capital One	Tech/SPED/Grants travel and supplies
7278 4	\$16,484.56	CCS Presentation Systems	Technology Equipment for school flow throughs
7279 1	\$11,830.00	Computer Hardware	Technology Equipment for school flow throughs
7279 3	\$8,705.00	Cross Co. School	Title I and IIA Reimbursement
7280 5	\$17,973.15	ESU 2	NNNC 3rd & 4th Quarter
7280 6	\$9,476.11	ESUCC	Master Service Agreement Payment
7281 2	\$10,548.61	High Plains Comm. Schools	Title I and IIA Reimbursement
7281 4	\$22,820.63	Howells-Dodge School	Title I/Peak Reimbursement
7281 5	\$27,999.48	Humphrey Public School	Title I and IIA Reimbursement
7282 4	\$6,735.90	Lakeview Community School	Perkins, Title II & III Reimbursement
7282 7	\$21,557.93	Leigh Community School	Title I/Peak Reimbursement
7282 9	\$27,054.00	M&O Door Products	North building front and rear storefront doors
7283 6	\$6,500.00	New Frontier 21, LLC	Title IIA Consultant
7284 3	\$40,734.50	Palmer Public School	Title I/Peak Reimbursement
7285 5	\$10,500.00	Susan Presler	Title IIA Consultant

7285 6	\$56,637.82	Twin River Public School	Title I Reimbursement
7288 6	\$31,140.34	Eakes Office Solutions	Copier Maintenance agreements
7288 7	\$36,105.00	Eakes Office Solutions	Meeting room tables

**This is a consent item.**

4. Disposal of Inventory  
**Speaker(s):** Board President or Designee  
**Rationale: This is a consent item.**

5. 2021-2022 Mileage Reimbursement Rate  
**Speaker(s):** Administrator or Designee  
**Rationale:**  
**Article III, Section 4, D Coffee Act Policy (Reimbursable Expenses)**

The ESU Master Negotiated Agreement stipulates all employees covered by the agreement shall receive mileage compensation at the IRS approved reimbursable rate. Currently, all of our employees are compensated at the rate of \$.56, no change from formal approval in January 2021.

**This is a consent item.**

6. 2021-2022 Nebraska Rural Community Schools Association (NRCSA) Dues  
**Speaker(s):** Board President or Designee  
**Rationale:**  
The Nebraska Rural Community Schools Association is a non-profit organization dedicated to serving the needs of rural schools and communities. Since 1981, NRCSA has been committed to protecting the well-being of public education and implementing its mission of providing quality education for all children.  
NRCSA is an Association consisting of 195 school districts and ESU's in Nebraska working together to support and promote quality educational programs for students in rural Nebraska. Through its members NRCSA serves the interests of over 75,000 children in 88 counties and 24 legislative districts.

**This is a consent item.**

7. 2021-2022 Contract for Abby Pfister, Grant Coordinator  
**Speaker(s):** Board President or Designee  
**Rationale: This is a consent item.**

8. 2021-2022 Contract for Brooke Kavan, Professional Development Coordinator  
**Rationale: This is a consent item.**

9. 2021-2022 Contract for Brooke Koliha, Professional Development Coordinator  
**Rationale: This is a consent item.**
  10. 2021-2022 Contract for Cynthia Alarcon, Grant Coordinator  
**Rationale: This is a consent item.**
  11. 2021-2022 Contract for Dan Ellsworth, Network Operations Director  
**Rationale: This is a consent item.**
  12. 2021-2022 Contract for Laura Plas, Professional Development Coordinator  
**Rationale: This is a consent item.**
  13. 2021-2022 Contract for Leanne Blanchard, Student Services Principal  
**Rationale: This is a consent item.**
  14. 2021-2022 Contract for Marci Ostmeyer, Professional Development Director  
**Rationale: This is a consent item.**
  15. 2021-2022 Contract for Mark Brady, Professional Development Coordinator  
**Rationale: This is a consent item.**
  16. 2021-2022 Contract for Melinda Velencela, MEP Education Liaison  
**Rationale: This is a consent item.**
  17. 2021-2022 Contract for Otis Pierce, Professional Development Coordinator  
**Rationale: This is a consent item.**
  18. 2021-2022 Contract for Richard Stuart, Information Technology Specialist  
**Rationale: This is a consent item.**
  19. 2021-2022 Contract for Travis Kassing, Network & Computer Systems Engineer  
**Rationale: This is a consent item.**
  20. Reading of Article III, Section 1, E Use of Funds from Other Sources  
**Speaker(s):** Board President or Designee  
**Rationale:**  
**This is a consent item.**
  21. Reading of Article III, Section 2, A Fiscal Year  
**Speaker(s):** Board President or Designee  
**Rationale:**  
**This is a consent item.**
  22. Reading of Article III, Section 2, B Budget Preparation  
**Speaker(s):** Board President or Designee  
**Rationale:**  
**This is a consent item.**
6. June and July 2021 Treasurer's Report  
**Speaker(s):** Board President or Designee  
**Rationale: Review the breakdown of the Treasurer's Report**  
**Recommended Motion(s):**  
Discuss, consider and take any action necessary to approve the June and July Treasurer's Report as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

7. Redistricting

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

**Rationale:** Dr. Josie Schafer, Director of Center for Public Affairs Research at UNO will provide the Board with redistricting information related to board size. §79-1217.01 directs ESU Boards to have no fewer than five and no more than 12 board members. Following Dr. Schafer's presentation, ESU 7 Board will take action on board size relevant to 2021 redistricting.

**Recommended Motion(s):**

Discuss, consider, and take any necessary action for the ESU 7 Board to remain 12 members Passed with a motion by Board Member #1 and a second by Board Member #2.

Discuss, consider, and take any necessary action for the ESU 7 Board to decrease from 12 members to \_\_\_ members Passed with a motion by Board Member #1 and a second by Board Member #2.

8. Reading of Article III, Section 4, F Internal Controls

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

**Rationale:**

New policy regarding developing and maintaining internal control procedures.

**Recommendation:** Discuss, consider and take all necessary action to approve Article III, Section 4, F Internal Controls as presented.

**Recommended Motion(s):**

Discuss, consider and take all necessary action to approve Article III, Section 4, F Internal Controls as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

9. Reading of Article IV, Section 1, B Equal Opportunity Employment

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

**Rationale:** Verbiage added in blue:

ESU 7 is an equal opportunity employer. It is the policy of ESU 7 to employ the best qualified applicant for each position without regard to sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status.

**Recommended Motion(s):**

Discuss, consider and take any action necessary to approve the policy as presented. Passed with a motion by Board Member #1 and a second by Board Member #2.

10. Reading of Article III, Section 9, A Records Management and Disposition

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

**Rationale:** Added verbiage on second page:  
iv. Proper Use of Electronic Messages.

- Non-Discrimination. Electronic messaging is not permitted to be used to promote discrimination on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities.

**Recommended Motion(s):**

Discuss, consider and take any action necessary to approve the policy as presented. Passed with a motion by Board Member #1 and a second by Board Member #2.

11. Reading of Article III, Section 7, A Community Use of ESU Facilities

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

**Rationale:** Added verbiage on first page:

Acceptance of Application for Use.

Acceptance or rejection of applications shall be the responsibility of the Administrator or the Administrator's designee.

Applications shall not be accepted for any unlawful reason, including unlawful discrimination on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities, and including the applicant's legally protected exercise of constitutional or statutory rights.

**Recommended Motion(s):**

Discuss, consider and take any action necessary to approve the policy as presented. Passed with a motion by Board Member #1 and a second by Board Member #2.

12. Reading of Article II, Section 8, A Personal Presence at Meetings and Telephone Conference or Videoconference Meetings

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

**Rationale:** Multiple changes including removing verbiage and replacing it with updated terminology.

**Recommended Motion(s):**

Discuss, consider and take any action necessary to approve the policy as presented. Passed with a motion by Board Member #1 and a second by Board Member #2.

13. Reading of Article II, Section 9, F Public Comment

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

**Rationale:** Policy name change from Speak to Public Comment.

Added verbiage: Members of the public who desire to address the Board will be required to identify themselves, provide their address, and the organization (if any) he/she represents.

**Recommended Motion(s):**

Discuss, consider and take any action necessary to approve the policy as presented. Passed with a motion by Board Member #1 and a second by Board Member #2.

14. Recognition of the ESU 7 Education Association

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

**Rationale:**

Recognition of the ESU 7 Education Association (ESU7EA) was requested by ESU7EA Chair, Brandy Rose. The ESU7EA requests to be recognized as the exclusive bargaining agent to non-supervisory certificated staff for the 2023-2024 contract year.

**Recommended Motion(s):**

Recognition of the ESU7EA as the exclusive bargaining agent for non-supervisory certificated staff for 2023-2024 Passed with a motion by Board Member #1 and a second by Board Member #2.

15. Date Change: Budget Hearing, Final Tax Asking Hearing, and September Board Meeting

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

**Rationale:**

Date of the Budget Hearing needs to move from September 15, 2021 to September 13, 2021 at 5:15pm in the Oak Room. Final Tax Asking Hearing will follow the Budget Hearing. The Board Meeting will follow the Final Tax Asking Hearing, both in the Oak Room.

**Recommended Motion(s):**

Discuss, consider and take any necessary action to approve the change from September 15, 2021 to September 13, 2021 for the Budget Hearing, Budget Summary, Final Tax Asking, and the September Board Meeting Passed with a motion by Board Member #1 and a second by Board Member #2.

16. COVID-19 Update

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

**Rationale:** Review and approve the Educational Service Unit 7 Safe Return to Services/Instruction Plan

**Recommended Motion(s):**

Discuss, consider and take action to approve the Educational Service Unit 7 Safe Return to Services/Instruction Plan as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

17. Administrator's Report General

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

**Rationale:**

- Goals - Attached for your Review
- Vision/Mission/Beliefs
- ESUCC Update
  - Educator's Call to Action in September
  - New ESUCC Administrators
    - ESU 13 - Laura Barrett
    - ESU 19 - Fateama Fulmore
- Board Member Information
  - Elections 2022 - Filing deadline June 15, 2022
    - District 1 - Richard Stephens
    - District 3 - Jennifer Miller

- District 5 - Jack Young
- District 7 - Dan Hoesly
- District 9 - Joyce Baumert
- District 11 - Donald Ellison
- Upcoming Events
  - 2021 Area Membership Meetings - NASB
    - Norfolk - Wednesday, September 1
    - York - Wednesday, September 15
    - Fremont - Wednesday, September 29

1. Services Update  
**Speaker(s):** Administrator or Designee  
**Rationale:** SIMPL Update  
 Spotlight - PD

Items inside this item include visit updates, quarterly report, director reports, etc.

2. Facilities Update  
**Speaker(s):** Administrator or Designee  
**Rationale:** The Administrator will provide a facilities update during this item.

Tarring, door update, audio/visual update, sidewalks, and North Building entryway.

3. Legislative Update  
**Speaker(s):** Administrator or Designee  
**Rationale:** During this item, the Administrator will provide a Legislative Update to members of the Board.

Monday, Sept. 13 - Thursday, Sept. 30 -- Tentative dates for special legislative session regarding redistricting.  
 Friday, Oct. 29 -- The Nebraska Economic Forecasting Advisory Board meets. 1 p.m. State Capitol, Room TBA. Lincoln.

4. Personnel - Lori Dingel, Early Childhood Special Education Teacher  
**Speaker(s):** Administrator or Designee  
**Rationale:** 2021-2022 Contract for Lori Dingel, Early Childhood Special Education Teacher. Lori has a one year contract as a Early Childhood Teacher. She is coming from Norfolk Public.

**Recommended Motion(s):**  
 Discuss, consider and take any action necessary to approve the contract as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

5. Personnel - 2021-2022 Contracts  
**Speaker(s):** Administrator or Designee  
**Rationale:** 2021-2022 Contracts offered and authorized by Chief Administrator Polk for the following staff:  
 - Abigail Focht, Paraprofessional

- Ana Santos Reyes, MEP Education Program Recruiter
- Angie Arndt, Department Secretary
- Carolyn Koch, Bookkeeper
- Chris Chvala, Computer Support Specialist
- Chris Hilliard, District Technology Coordinator
- Cindy Wieser, Department Secretary
- Darlene Rodriguez, MEP Education Program Recruiter
- David Vanderheiden, District Technology Coordinator
- Elizabeth Lawrence, Department Secretary
- Isaura Barreto, MEP Education Program Recruiter
- Janet Ciboron, Production Personnel
- Jason Trotter, District Technology Coordinator
- Jennifer Rivera, MEP Education Service Provider
- Joan Hassebrook, Production Personnel
- Kim Ruger, Production Personnel/Paraprofessional
- Larry Shefcyk, Custodian/Maintenance
- Linda Shefcyk, Business Manager
- Maria del Socorro Rodriguez-Borquez, MEP Education Service Provider
- Mayra Vargas, Department Secretary
- Megan Kassing, Bookkeeper
- Mindy Reed, Executive Secretary
- Nancy Smith, Production Personnel
- Nathalie Vargas, MEP Education Service Provider
- Yaribey Rodriguez, MEP Education Service Provider

- The Migrant Department will hire school tutors throughout the year as necessary as classified following the Migrant Education Grant regulations.

6. Personnel - Resignations

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

**Rationale:** Rosa Waldrop Resignation

18. 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.

2. Negotiations Committee Report

**Speaker(s):** Negotiations Committee Chair

**Rationale:** Reports of activities and discussions from the Negotiations Committee will take place during this item. Negotiations Committee is: Jennifer Miller (Chair), Richard Luebbe, Richard Stephens. First Negotiations Meeting will be in October.

3. Administrator Evaluation Committee Report

**Speaker(s):** Administrator Evaluation Committee Chair

**Rationale:** A report of activities from the Administrator Evaluation Committee will be given during this item. Administrator Evaluation

Committee: Dawn Lindsley, Donald Ellison, Marni Danhauer. Evaluation Committee to meet in September to go through comments and create a summary.

Evaluation Timeline:

- **August:** Evaluation Committee to meet in September to go through comments and create a summary. Larianne will meet with the Evaluation Committee chair.
- **September:** Full Board is provided a copy of the Administrator Evaluation
- **October:** Administrator sends digital evaluation and evaluation resources to the Evaluation Committee Chair in the first week of October. The chair then forwards on to full Board for completion by October Board Meeting. Administrator completes Evaluation Tool as self-assessment and sends to Evaluation Committee on or before October 31.
- **November:** Committee Chair will send the completed Administrator self-assessment to full Board after November 1. Evaluation Committee compiles results of full Board completed evaluations prior to the November Board Meeting.
- **December:** Evaluation Committee meets prior to December Board Meeting to review with Administrator the results of evaluation. Report to full Board in December Board Meeting following Closed Session requirements with Administrator present.
- **January:** Confirm Evaluation Committee members. Administrator provides Evaluation Committee with goals and shares with Board at January Board Meeting.

#### 19. Adjournment

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

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

# Open Meetings Act

## **Neb. Rev. Stat. § 84-1407. Act, how cited.**

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

## **Neb. Rev. Stat. § 84-1408. Declaration of intent; meetings open to public.**

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

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

## **Neb. Rev. Stat. § 84-1409. Terms, defined.**

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

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

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

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

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

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

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such

individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

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

members of the public body. Such challenge and its disposition shall be recorded in the minutes.

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

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

**Neb. Rev. Stat. § 84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual meetings authorized; emergency meeting without notice; appearance before public body.**

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site.

(ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by:

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's web site; or

(B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the

meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority;

(xiii) A natural resources district; and

(xiv) The Judicial Resources Commission.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as

would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

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

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

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in  
Open Meetings Act

number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsections (5) and (6) of section 84-1413.

**Neb. Rev. Stat. § 84-1412. Meetings of public body; rights of public; public body; powers and duties.**

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

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

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

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

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

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

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

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

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

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

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

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

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

(8) Public bodies shall make available at the meeting or the in-state location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

**Neb. Rev. Stat. § 84-1413. Meetings; minutes; roll call vote; secret ballot; when.**

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

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

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

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

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

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

(7) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public web site the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the web site at least twenty-four hours before the meeting of

the governing body. Minutes shall be placed on the web site at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public web site for at least six months.

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

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

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

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

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

**Neb. Rev. Stat. § 84-1415. Open Meetings Act; requirements; waiver; validity of action.**

No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.



## **Regular Board of Directors Meeting**

Educational Service Unit 7, Oak Room

2657 44th Avenue

Columbus, NE 68601-8537

Monday, June 21, 2021 at 5:30 PM

Posted Locations:

- Columbus Telegram Newspaper
- Columbus Telegram Website
- ESU 7 North Building Front Door

Posted Date: 06/14/2021

Attendance Taken at 5:30 PM.

Bob Arp: Present

Joyce Baumert: Present

Marni Danhauer: Absent

Donald Ellison: Present

Dan Hoesly: Present

Dawn Lindsley: Present

Richard Luebbe: Present

Jennifer Miller: Present

Doug Pauley: Absent

Richard Stephens: Present

Gary Wieseler: Present

Jack Young: Present

Present: 10, Absent: 2.

### 1. Call the Meeting to Order

**LEADERSHIP • SERVICE • SUPPORT**

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

Roll call was taken at 5:32pm  
Board Vice President conducted the meeting.

Staff present:

Larriane Polk, Administrator  
Linda Shefcyk, Business Manager  
Mindy Reed, Secretary to the Board of Directors  
Marci Ostmeyer, Professional Development Director  
Tami Clay, Special Education Director  
Dan Ellsworth, Network Operations Director

#### 1.1. Notification of Open Meetings Law

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

§84-1411 adjusts notice requirements for meetings of public bodies. For meetings of governing bodies of all political subdivisions of the State of Nebraska:

- Notice shall be published in a newspaper of general circulation within the public body's jurisdiction. If available, notice shall also be published on such newspaper's website.
- In addition to the required notice, notice may also be provided by any other appropriate method designated by the public body or advisory committee.

#### 1.2. Roll Call

#### 1.3. Absent Board Members

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

Discuss, consider and take action to approve the Board member absences Passed with a motion by Richard Stephens and a second by Donald Ellison.

Marni Danhauer: Absent

Doug Pauley: Absent

Bob Arp: Yea

Joyce Baumert: Yea  
Donald Ellison: Yea  
Dan Hoesly: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

Board President Doug Pauley and Board member Marni Danhauer were absent due to personal reasons.

1.4. Pledge of Allegiance

All members present participated in the Pledge of Allegiance.

2. Approval of Agenda

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

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

Agenda as presented Passed with a motion by Gary Wieseler and a second by Joyce Baumert.

Marni Danhauer: Absent  
Doug Pauley: Absent  
Bob Arp: Yea  
Joyce Baumert: Yea  
Donald Ellison: Yea  
Dan Hoesly: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

3. Welcome Visitors

No visitors were present.

4. Public Comment

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

Citizens wishing to address the Board on a certain agenda item must complete the Public

Comment Document prior to the start of the board meeting. Citizens wishing to present petitions to the Board may do so at this time. However, the Board will only receive the petitions and not act upon them or their contents.

No public comments provided.

5. **Spotlight - Early Childhood**

The Early Childhood Department will present for the June 2021 Board Meeting Spotlight Early Childhood Coordinator Lisa Duranski reviewed the presentation attached to the agenda. Coordinator Duranski answered questions by the Board following the presentation.

6. **Consent Agenda**

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

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

Consent Agenda Includes:

- Minutes from the previous meeting(s)
- Presentation of the Bills
- Policy review with no recommended changes
- Other Routine Agenda Items

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

Consent agenda as presented Passed with a motion by Bob Arp and a second by Dan Hoesly.

Marni Danhauer: Absent

Doug Pauley: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 10, Nay: 0, Absent: 2

6.1. Minutes

**This is a consent item.**

6.2. Presentation of Bills #72486 through #72645 totaling \$948,566.97

The summary of bills for the current month total:\$948,566.97 - Bills #72486 through #72645

Inservice bills total: \$0

	Amount	Vendor	Description
72489	\$37,421.75	Amazon	Migrant/Tech/SPED/Grants supplies
72493	\$5,700.00	Ann Elise Record	Title IIA Math Professional Consultant
72497	\$15,914.49	Boone Central Schools	Title 1 Reimbursements
72501	\$9,676.64	Capital One	Tech/SPED/Grants supplies
72506	\$17,928.54	Central NE Rehab Services	Early Childhood/Speech contracted services
72523	\$34,298.00	ESUCC	Admin Outreach SRS flow through
72539	\$7,300.00	James Cain	ELC Contract
72541	\$7,500.00	Josh Arias	Latino Summit Keynote Speaker
72549	\$113,525.99	Lakeview Comm. Schools	Title I/IIA/Title III Reimbursement
72571	\$6,709.65	New Frontier 21, LLC	Title IIA Consultant
72577	\$60,960.00	On To College	Test Prep Renewal Flow Through

**This is a consent item.**

6.3. Authorization of Administrator to Sign for Federal/State Funds

**This is a consent item.**

6.4. 2021-2022 Contract for Special Education Director Tami Clay

2021-2022 Contract renewal for Special Education Director Tami Clay

**This is a consent item.**

6.5. 2021-2022 Contract for Ronelle Jackson, LMHP

2021-2022 Contract for Ronelle Jackson, LMHP

**This is a consent item.**

6.6. 2021-2022 Contract for Megan Welch, LMHP

2021-2022 Contract for Megan Welch, LMHP

**This is a consent item.**

6.7. 2021-2022 Contract for Nicki Brigham, Nebraska Licensed Registered Nurse.  
2021-2022 Contract Renewal for Nicki Brigham, NE Licensed Registered Nurse

**This is a consent item.**

6.8. Reading of Article III, Section 1, D Requests, Costs, and Payment

**This is a consent item.**

6.9. Reading of Article III, Section 7, G Internet Safety Policy

**This is a consent item.**

6.10. Reading of Article V, Section 5, A Child Abuse and Neglect

**This is a consent item.**

6.11. Reading of Article V, Section 5, C Use of Restraint and Seclusion

**This is a consent item.**

6.12. Reading of Article V, Section 5, D Removal of Students and Interview of Students

**This is a consent item.**

6.13. Reading of Article V, Section 6, B Search and Seizure

**This is a consent item.**

6.14. Reading of Article V, Section 6, C Anti-Bullying

**This is a consent item.**

6.15. Reading of Article V, Section 7, B Dispensing Medications

**This is a consent item.**

6.16. Reading of Article V, Section 7, E Emergency Medical Aid

**This is a consent item.**

6.17. Reading of Article V, Section 7, F Wellness

**This is a consent item.**

7. Treasurer's Report

**Review the breakdown of the Treasurer's Report**

Discuss, consider and take any action necessary to approve the Treasurer's Report as presented. Passed with a motion by Dan Hoesly and a second by Gary Wieseler.

Marni Danhauer: Absent  
 Doug Pauley: Absent  
 Bob Arp: Yea  
 Joyce Baumert: Yea  
 Donald Ellison: Yea  
 Dan Hoesly: Yea  
 Dawn Lindsley: Yea  
 Richard Luebbe: Yea  
 Jennifer Miller: Yea  
 Richard Stephens: Yea  
 Gary Wieseler: Yea  
 Jack Young: Yea  
 Yea: 10, Nay: 0, Absent: 2

Administrator Polk discussed the cash on hand and cash reserve lines. The goal is to have 30% cash on hand, which is enough to sustain salaries and grant opportunities while ESU waits for payments from schools and grants. The ESU is trending toward reaching 30% by the end of this fiscal year.

8. Reading of Article IV, Section 5, E Professional Boundaries Between Employees and Students  
Change

Legal Reference on last page: ~~B-1080 (2020)~~ **Neb. Rev. Stat. Sec. 79-879**

Discuss, consider and take any action necessary to approve the policy as presented.  
Passed with a motion by Dawn Lindsley and a second by Bob Arp.

Marni Danhauer: Absent  
 Doug Pauley: Absent  
 Bob Arp: Yea  
 Joyce Baumert: Yea  
 Donald Ellison: Yea  
 Dan Hoesly: Yea  
 Dawn Lindsley: Yea  
 Richard Luebbe: Yea  
 Jennifer Miller: Yea  
 Richard Stephens: Yea  
 Gary Wieseler: Yea  
 Jack Young: Yea  
 Yea: 10, Nay: 0, Absent: 2

Legal reference was the only revision.

9. Reading of Article IV, Section 10, D Standards of Ethical and Professional Performance for Professional Employees  
Added verbiage on second page:

2. Shall not discriminate on the basis of sex, disability, race (**including skin color, hair texture and protective hairstyles**), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities.

Discuss, consider and take any action necessary to approve the policy as presented.

Passed with a motion by Donald Ellison and a second by Gary Wieseler.

Marni Danhauer: Absent

Doug Pauley: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 10, Nay: 0, Absent: 2

Added verbiage on the second page, see attachment.

10. Reading of Article IV, Section 11, D Standards of Ethical and Professional Performance for Classified Staff

Added verbiage:

2. Shall not discriminate on the basis of sex, disability, race (**including skin color, hair texture and protective hairstyles**), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities.

Discuss, consider and take any action necessary to approve the policy as presented.

Passed with a motion by Bob Arp and a second by Joyce Baumert.

Marni Danhauer: Absent

Doug Pauley: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 10, Nay: 0, Absent: 2

Added verbiage, see attachment.

11. Reading of Article V, Section 1, A Policy of Non-Discrimination

Added verbiage on first page:

ESU 7 does not discriminate on the basis of sex, disability, race (**including skin color, hair texture and protective hairstyles**), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, gender identity or sexual orientation, or other protected status in its programs and activities and provides equal access to designated youth groups.

Discuss, consider and take any action necessary to approve the policy as presented.

Passed with a motion by Joyce Baumert and a second by Richard Luebbe.

Marni Danhauer: Absent

Doug Pauley: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 10, Nay: 0, Absent: 2

Added verbiage on the first page, see attachment.

12. Educational Service Unit Employee Handbook, Cen7ter and Learning Academy Handbooks

Annually, the Board of Educational Service Unit 7, will review and approve the ESU 7 Employee Handbook and ESU 7 Student Handbooks. Handbook committee will provide an update.

**Recommendation:** Recommend approval of the Learning Academy Handbook, Cen7ter Student/Parent Handbook, and ESU 7 Employee Handbook and related policies

Approval of the Learning Academy Handbook, Cen7ter Student/Parent Handbook, and ESU 7 Employee Handbook and related policies Passed with a motion by Dawn Lindsley and a second by Richard Stephens.

Marni Danhauer: Absent

Doug Pauley: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

The Handbook Committee spent several hours discussing the handbooks. There were not a significant number of changes, mainly grammatical suggestions. There was a change to the Cen7ter and LA handbooks regarding epi-pens and adding the process to the handbooks. Epi-pens will be on-site at the Cen7ter and the Learning Academy. Director Clay added procedures to include where the epi-pens will be kept, who will administer them, and what training will be needed. Director Clay and Principal Leanne Blanchard were able to get the epi-pens for no cost. Our nurse is trained to administer epi-pens, and she will train the rest of the staff to administer them.

The ESU 7 Staff Handbook was reviewed for the first time this year. The policies have been linked, so each link goes directly to the policy.

13. 2021-2022 Non-Member Contract for Services

Costs for non-member school districts will be established and/or reviewed annually.

**Article III, Section 1, D Requests, Costs, and Payment**

Discuss, consider and take any action necessary to approve the Non-Member Contract for Services as presented. Passed with a motion by Donald Ellison and a second by Gary Wieseler.

Marni Danhauer: Absent  
Doug Pauley: Absent  
Bob Arp: Yea  
Joyce Baumert: Yea  
Donald Ellison: Yea  
Dan Hoesly: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

By statute, the ESU must provide services to our public schools, and we may provide services to non-public and other educational entities. The non-member contract allows non-public and other educational entities to receive services from the ESU.

14. Authorization of the Administrator to Pay July Bills in absence of July Board Meeting  
The ESU 7 Board of Directors will not meet in July, 2021. This Board action gives authority to the Administrator to pay July bills. The ESU 7 Board will approve these expenses in the next possible Board Meeting.

Discuss, consider and take any action to approve the Administrator's payment of bills in July 2021. Passed with a motion by Dawn Lindsley and a second by Joyce Baumert.

Marni Danhauer: Absent

Doug Pauley: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 10, Nay: 0, Absent: 2

15. Budgeting for additional 1% Budget Authority

Nebraska Statute allows an additional 1% in budgeted property tax asking requiring an affirmative vote of 75% of the governing body for approval. These additional budget authority dollars remain critical as we continue to operate with the one and a half cent levy, no state aid funding for 2021-2022, and spending restrictions for the upcoming years. In the event valuations change or additional funding becomes available, this action will allow ESU 7 additional budget authority to access those dollars.

**Recommendation:** Discuss, consider and take any necessary action to approve the additional 1% in budgeted tax asking.

Discuss, consider and take any necessary action to approve the additional 1% in budgeted tax asking Passed with a motion by Donald Ellison and a second by Bob Arp.

Marni Danhauer: Absent

Doug Pauley: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

Administrator Polk explained the 1% budget authority.

16. Budget Hearing and Budget Summary - Wednesday, September 15 at 5:15 p.m. in the ESU 7 Oak Room

**Recommendation:** Discuss, consider and take any action necessary to approve the date for the 2021-2022 ESU 7 Budget Hearing and Budget Summary on Wednesday, September 15th, 5:15 p.m. ESU 7 Oak Conference Room.

2021-2022 ESU 7 Budget Hearing and Budget Summary on Wednesday, September 15th, 5:15 p.m. ESU 7 Oak Conference Room Passed with a motion by Richard Luebbe and a second by Donald Ellison.

Marni Danhauer: Absent  
Doug Pauley: Absent  
Bob Arp: Yea  
Joyce Baumert: Yea  
Donald Ellison: Yea  
Dan Hoesly: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

The budget is due to the state on September 20, 2021.

17. Final Tax Request Hearing - Wednesday, September 15 at 5:25 p.m. in the ESU 7 Oak Room

**Recommendation:** Discuss, consider and take any action necessary to set the 2021-2022 ESU 7 Final Tax Request Hearing on Wednesday, September 15th, 5:25 p.m. ESU 7 Oak Conference Room.

2021-2022 ESU 7 Final Tax Request Hearing on Wednesday, September 15th, 5:25 p.m. ESU 7 Oak Conference Room Passed with a motion by Jennifer Miller and a second by Dan Hoesly.

Marni Danhauer: Absent  
Doug Pauley: Absent  
Bob Arp: Yea  
Joyce Baumert: Yea

Donald Ellison: Yea  
Dan Hoesly: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

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

- Goals - Attached for your Review
- ESUCC Update
- Redistricting
- Strategic Planning
  - Focus Group Summary Report
- Upcoming Events
  - AESA Annual Conference

Goals will be revised following strategic planning work.

Redistricting - Josie Schafer, Director of Center for Public Affairs Research at UNO, will attend the August Board Meeting to facilitate a board size discussion. The Board will take action following that discussion as to the size of the board for redistricting.

Strategic Planning - Board read the key takeaways from the focus group discussions. Dr. Skretta and Dr. Rohwer will facilitate strategic planning work on June 29, 2021, at 4:30pm. Directors will be present. Goal work will begin at the August Board Meeting.

AESA Annual Conference - Notify Secretary to the Board, Mindy Reed by end of the June if you'd like to attend. The budget allows for seven board members to attend.

### 18.1. Services Update

- SIMPL Update
  - Service Planning in July
  - SIMPL Process Review
- Quarterly Report

SIMPL Process - The planning for services begins in July of the previous year with the Executive Committee providing data suggestions. In the Fall, qualitative and quantitative data analysis is done by school district administrators, LANManagers, and teachers. In December, the service plan draft is developed. January and February school district and ESU 7 Board approves the drafted service plan. March,

consultation meetings between ESU 7 service team and school districts customize services to each school district for the upcoming academic year.

## 18.2. Facilities Update

- Car Update
- Door Update
- Parking Lot Update
- AV System Upgrade
  - The final number for the AV system upgrade in Oak and Maple:
  - SKC
    - Audio Only = \$35,067.48
    - Audio & Video = \$96,533.26
  - CCS
    - Audio Only = \$32,827.27
    - Audio & Video = \$67,037.06
    - Video Only = \$35,286.73

Recommendation is CCS Audio & Video for \$67,037.06 to be completed in the 21-22 fiscal year.

Discuss, consider and take any action necessary to approve CCS Audio & Video for \$67,037.06 to be completed in the 21-22 fiscal year Passed with a motion by Dawn Lindsley and a second by Richard Stephens.

Marni Danhauer: Absent  
Doug Pauley: Absent  
Bob Arp: Yea  
Joyce Baumert: Yea  
Donald Ellison: Yea  
Dan Hoesly: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

Audio Visual recommended quote was approved.

One car will be purchased this budget year with another one or two to be purchased next budget year. Car availability is limited, should another vehicle come available this budget year, Administrator Polk will request approval prior to the end of the budget year.

North Building Door remodel will begin June 28, 2021. M&O Metal will correspond work with Applied Connectives to complete the project.

Tarring and painting of the parking lot continues to be planned for completion this budget year.

18.3. Emergency Notification Process

Director Ellsworth will review the Emergency Notification Process.

ESU uses the Standard Response Protocol for crisis and emergencies. This is the same process school district use. Director Ellsworth described the process staff use when a crisis or emergency occurs. The board desires to be notified by the Administrator after the emergency is cleared. The board will not be notified using the emergency notification system per their recommendation.

18.4. Personnel

2021-2022 Contract Renewals for Classified Staff:

- Kris Johnson, Brailist
- Jayne Abegglen, Paraprofessional
- Christine Barber, Paraprofessional
- Jeri Glenn, Paraprofessional
- Shanna Griffith, Paraprofessional
- Harriet Nalumansi, Paraprofessional
- Jessica Olnes, Paraprofessional
- Kimberly Ruger, Paraprofessional
- Madison Sander, Paraprofessional
- Madison Sander, ELC Assistant
- Melissa Schwichtenberg, Paraprofessional

18.5. New Hire: JaLayne Keyes, District Technology Coordinator

JaLayne, is a lifelong learner with a love for technology, specializing in Apple products. As an Apple Authorized Dealer, Jalayne worked with sales, service and support. During that time, JaLayne also managed two of these outlets as a co-owner. JaLayne's largest client base was working with schools plus ESU 1 and 8 for many years. In 2010, Jalayne began full time support and service when she started at ESU 8. Ten years later she did the same on her own. JaLayne is more than pleased to be back working with an ESU. Working with Apple devices has been a major hobby of hers, but she does enjoy spending time with her daughters and friends especially around a camp fire.

18.6. New Hire: Lincoln Quteifan, District Technology Coordinator

Lincoln is currently preparing himself for our network infrastructure, servers, backup systems, power school student information system, and websites.

Lincoln was a Technology Coordinator at USD 440 Halstead and Ulysses schools. He is excited to begin working for Boone Central School District as their LanManager. In that role, he is anxious to meet with building principals and other school staff. He has experience with Google for Education and Apple School Manager. He looks forward to beginning introducing ways educational technology can enhance the classroom.

- 18.7. 2021-2022 Contract for Hayley Murphy, School Psychologist  
2021-2022 Contract for Hayley Murphy, School Psychologist  
Discuss, consider and take all necessary action to approve the contract as presented Passed with a motion by Jennifer Miller and a second by Bob Arp.
- |                   |        |
|-------------------|--------|
| Marni Danhauer:   | Absent |
| Doug Pauley:      | Absent |
| Bob Arp:          | Yea    |
| Joyce Baumert:    | Yea    |
| Donald Ellison:   | Yea    |
| Dan Hoesly:       | Yea    |
| Dawn Lindsley:    | Yea    |
| Richard Luebbe:   | Yea    |
| Jennifer Miller:  | Yea    |
| Richard Stephens: | Yea    |
| Gary Wieseler:    | Yea    |
| Jack Young:       | Yea    |
- Yea: 10, Nay: 0, Absent: 2

- 18.8. Legislative Update  
During this item, the Administrator will provide a Legislative Update to members of the Board.  
Administrator Polk reviewed key legislative bills on attached document.

19. **Committee Reports**

- 19.1. Budget Committee Report  
Reports of Budget Committee activities and discussion will take place during this item.  
Board Member Gary Wieseler summarized the budget committee meeting which was immediately preceding the board meeting. Budget areas discussed by the committee were Special Education, Professional Development, and Technology emphasizing flow-through expenses. Director Clay discussed with the committee proposed Special Education rates and staffing for the upcoming year.

20. Adjournment  
Meeting adjourned at 7:18pm

Minutes respectfully submitted by Mindy Reed, Recording Secretary to the ESU 7 Board.



## **Board Work Session**

Educational Service Unit 7, Oak Room  
2657 44th Avenue  
Columbus, NE 68601-8537  
Tuesday, June 29, 2021 at 4:30 PM  
Posted Locations:

- Columbus Telegram Newspaper
- Columbus Telegram Website
- ESU 7 North Building Front Door

Posted Date: 06/22/2021

Attendance Taken at 5:23 PM.

Bob Arp:	Absent
Joyce Baumert:	Present
Marni Danhauer:	Present
Donald Ellison:	Absent
Dan Hoesly:	Absent
Dawn Lindsley:	Present
Richard Luebbe:	Absent
Jennifer Miller:	Absent
Doug Pauley:	Present
Richard Stephens:	Absent
Gary Wieseler:	Present
Jack Young:	Present

Present: 6, Absent: 6.

Attendance Update Taken at 5:43 PM.

Donald Ellison: Present

Present: 7, Absent: 5.

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

**LEADERSHIP • SERVICE • SUPPORT**

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

Roll call was taken at 4:34pm  
Board President conducted the meeting.

Staff present:

Larianne Polk, Administrator

Linda Shefcyk, Business Manager

Mindy Reed, Secretary to the Board of Directors

Marci Ostmeyer, Professional Development Director

Tami Clay, Special Education Director

Dan Ellsworth, Network Operations Director

#### 1.1. Notification of Open Meetings Law

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

§84-1411 adjusts notice requirements for meetings of public bodies. For meetings of governing bodies of all political subdivisions of the State of Nebraska:

- Notice shall be published in a newspaper of general circulation within the public body's jurisdiction. If available, notice shall also be published on such newspaper's website.
- In addition to the required notice, notice may also be provided by any other appropriate method designated by the public body or advisory committee.

#### 1.2. Roll Call

#### 1.3. Absent Board Members

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

Discuss, consider and take action to approve the Board member absences - Jen and Bob Passed with a motion by Joyce Baumert and a second by Jack Young.

Bob Arp: Absent

Donald Ellison: Absent

Dan Hoesly: Absent  
Dawn Lindsley: Absent  
Richard Luebbe: Absent  
Jennifer Miller: Absent  
Richard Stephens: Absent  
Joyce Baumert: Yea  
Marni Danhauer: Yea  
Doug Pauley: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 5, Nay: 0, Absent: 7

Board member Bob Arp and Board Secretary Jennifer Miller notified the group of their absences. Additional board member absences include: Richard Luebbe, Richard Stephens, and Dan Hoesly. Board members Donald Ellison and Dawn Lindsley arrived late.

#### 1.4. Pledge of Allegiance

All members present participated in the Pledge of Allegiance.

#### 2. Welcome Visitors

No visitors present.

#### 3. Public Comment

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

Citizens wishing to address the Board on a certain agenda item must complete the Public Comment Document prior to the start of the board meeting. Citizens wishing to present petitions to the Board may do so at this time. However, the Board will only receive the petitions and not act upon them or their contents.

No public comments provided.

#### 4. Strategic Planning Work Session

Dr. Skretta and Dr. Rohwer will facilitate Strategic Planning with the Board and ESU leadership.

Dr. Skretta and Dr. Rohwer provided introductions to the Board Members present. Board Members present provided introductions in turn. The attached slideshow was reviewed by Dr. Skretta and Dr. Rohwer.

The attached summary and companion document was provided by Dr. Skretta and Dr. Rohwer detailing results and recommendations on next steps.

#### 5. Adjournment

Meeting adjourned at 7:52pm

Minutes respectfully submitted by Mindy Reed, Recording Secretary to the ESU 7 Board.

## A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00072646	20,599.00	06/22/21	50630 ERNST AUTO CENTER	C
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10	00072648	8,106.15	07/20/21	10391 AMAZON	C
10	00072649	1,602.16	07/20/21	7633 ANA SANTOS	C
10	00072650	956.00	07/20/21	10681 APPLE COMPUTER, INC.	C
10	00072651	212.00	07/20/21	6114 AVERA MEDICAL GROUP-O'NEILL	C
10	00072652	22,393.45	07/20/21	30039 CAPITAL ONE BANK (USA), N.A.	C
10	00072653	35.79	07/20/21	4553 CAPITAL ONE-SPED CLAY	C
10	00072654	65.00	07/20/21	2097 CAPITAL ONE-SPED KASSING	C
10	00072655	37.08	07/20/21	11916 CASCADE SCHOOL SUPPLIES	C
10	00072656	1,455.96	07/20/21	1996 CASEY'S MAIL SERVICE LLC	C
10	00072657	18,185.75	07/20/21	30192 CDW-G	C
10	00072658	1,163.53	07/20/21	30235 CENTRAL CITY PUB SCHOOL	C
10	00072659	12,050.20	07/20/21	8940 CENTRAL NE REHAB SERVICES	C
10	00072660	394.90	07/20/21	30550 CITY OF COLUMBUS WATER & SANIT	C
10	00072661	1,000.00	07/20/21	30610 CLARKSON PUBLIC SCHOOLS	C
10	00072662	50.00	07/20/21	30860 COLUMBUS AREA UNITED WAY	C
10	00072663	30.00	07/20/21	31029 COLUMBUS PUBLIC SCHOOLS LUNCH FUND	C
10	00072664	216.00	07/20/21	31290 CORNHUSKER MARRIOTT HOTEL	C
10	00072665	75.04	07/20/21	2135 CORY WAITE	C
10	00072666	2,687.73	07/20/21	31462 CROSS COUNTY SCHOOL	C
10	00072667	434.03	07/20/21	4812 CUBBY'S, INC.	C
10	00072668	10,178.00	07/20/21	40190 DAKTECH COMPUTERS	C
10	00072669	10,020.50	07/20/21	40725 EAKES OFFICE SOLUTIONS	C
10	00072670	176.29	07/20/21	50060 EAST BUTLER PUBLIC SCHOOL	C
10	00072671	5,000.00	07/20/21	50060 EAST BUTLER PUBLIC SCHOOL	C
10	00072672	603,743.63	07/20/21	50825 ED SERVICE UNIT 7-PAYROLL	C
10	00072673	23.98	07/20/21	50401 EGAN SUPPLY CO	C
10	00072674	62.60	07/20/21	50630 ERNST AUTO CENTER	C
10	00072675	194.75	07/20/21	7560 HOSTED SERVICES	C
10	00072676	941.66	07/20/21	50640 ESU 1	C
10	00072677	175.00	07/20/21	50735 ESU 9	C
10	00072678	127.33	07/20/21	60056 FIRST NATIONAL BANK	C
10	00072679	107.22	07/20/21	70375 GODFATHER'S PIZZA	C
10	00072680	482.00	07/20/21	7013 GREAT PLAINS COMMUNICATIONS	C
10	00072681	676.00	07/20/21	80147 HAMPTON INN	C
10	00072682	1,951.98	07/20/21	80390 HIGH PLAINS COMMUNITY SCHOOLS	C
10	00072683	48.95	07/20/21	4944 HOBBY LOBBY	C
10	00072684	219.90	07/20/21	80507 HOLIDAY INN EXPRESS	C
10	00072685	558.00	07/20/21	80543 HOMETOWN LEASING	C
10	00072686	1,343.77	07/20/21	80670 HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	C
10	00072687	775.43	07/20/21	80880 HY-VEE	C
10	00072688	600.00	07/20/21	9342 JANET K ROOD	C
10	00072689	281.39	07/20/21	40719 JENNIFER DUNN	C
10	00072690	20.00	07/20/21	12092 JESSICA OLNES	C
10	00072691	20.27	07/20/21	353 JILLIAN SCHMIDT	C
10	00072692	262.65	07/20/21	12114 JOHN SKRETTA	C
10	00072693	1,667.04	07/20/21	6319 JOURNEYED.COM, INC.	C
10	00072694	17,684.00	07/20/21	6300 KAGAN PROFESSIONAL DEVELOPMENT	C
10	00072695	600.00	07/20/21	12157 KAYLA VARLEY	C
10	00072696	114.24	07/20/21	180491 KEITH ROHWER	C
10	00072697	6,748.75	07/20/21	110235 KIDDIE CAB	C
10	00072698	464.00	07/20/21	12149 KRIS PESTEL	C
10	00072699	3,133.84	07/20/21	4839 KSB SCHOOL LAW	C
10	00072700	602.74	07/20/21	120129 LAKEVIEW COMMUNITY SCHOOLS	C

## A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
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10	00072702	404.09	07/20/21	120314 LINCOLN JOURNAL STAR	C
10	00072703	2,828.08	07/20/21	120550 LOUP POWER DIST	C
10	00072704	12.00	07/20/21	10600 M&O DOOR PRODUCTS	C
10	00072705	49.22	07/20/21	130070 MAILBOX, THE	C
10	00072706	290.00	07/20/21	12130 MARY JO NORDBY	C
10	00072707	2,792.18	07/20/21	120396 MATHESON-LINWELD	C
10	00072708	1,603.62	07/20/21	130378 MENARDS	C
10	00072709	120.20	07/20/21	11355 MIOTEES CUSTOM T-SHIRTS	C
10	00072710	30.00	07/20/21	9199 NACIA	C
10	00072711	128.12	07/20/21	3700 NATIONAL ART & SCHOOL SUPPLIES	C
10	00072712	60.00	07/20/21	140066 NE ASSOC OF SCHOOL BOARDS	C
10	00072713	126.59	07/20/21	140570 NEBRASKA TECHNOLOGY & TELECOM.	C
10	00072714	850.00	07/20/21	140525 NRCSA	C
10	00072715	139.00	07/20/21	7153 O'NEILL FAMILY EYECARE, P.C.	C
10	00072716	2,162.85	07/20/21	150290 O'NEILL PUBLIC SCHOOLS	C
10	00072717	22,123.84	07/20/21	150081 OFFICE NET	C
10	00072718	135.00	07/20/21	12122 ONE SOURCE THE BACKGROUND CHECK COMPANY	C
10	00072719	211.55	07/20/21	150330 OSCEOLA PUBLIC SCHOOLS	C
10	00072720	1,672.00	07/20/21	160040 THE PARENT INSTITUTE	C
10	00072721	450.00	07/20/21	80130 PEARSON ASSESSMENT	C
10	00072722	1,600.00	07/20/21	160095 PERRY,GUTHERY, HAASE& GESSFORD P.C.,L.L.	C
10	00072723	128.97	07/20/21	160450 PIZZA RANCH	C
10	00072724	162.83	07/20/21	160672 PRESTO-X	C
10	00072725	104.88	07/20/21	3697 PYRAMID SCHOOL PRODUCTS	C
10	00072726	32.83	07/20/21	170029 QUALITY SOUND	C
10	00072727	502.22	07/20/21	20250 RUTT'S HEATING & AIR	C
10	00072728	76.70	07/20/21	9083 S&S WORLDWIDE	C
10	00072729	84.77	07/20/21	190150 SCHOOL SPEC SUPPLY INC	C
10	00072730	9,000.00	07/20/21	190164 SCHUYLER COMMUNITY SCHOOLS	C
10	00072731	290.64	07/20/21	11061 SHANNA GRIFFITH	C
10	00072732	1,464.50	07/20/21	190390 SHELBY-RISING CITY PUBLIC SCHOOL	C
10	00072733	3,939.50	07/20/21	190557 SOUTHWEST BINDING & LAMINATING	C
10	00072734	79.33	07/20/21	190007 ST EDWARD PUBLIC SCHOOL	C
10	00072735	2,000.00	07/20/21	12076 STANFORD UNIV. GRADUATE SCHOOL OF ED	C
10	00072736	743.25	07/20/21	3816 STAPLES	C
10	00072737	4,649.79	07/20/21	190850 STATE OF NEBRASKA - DEPARTMENT OF ADMIN	C
10	00072738	282.24	07/20/21	12165 STEPHANIE FOREMAN	C
10	00072739	2,512.00	07/20/21	191074 SUPER DUPER PUBLICATIONS	C
10	00072740	557.54	07/20/21	191085 SUPER SAVER	C
10	00072741	1,364.00	07/20/21	6823 THINKING COLLABORATIVE, LLC	C
10	00072742	6,458.06	07/20/21	12106 TONI PRICKETT	C
10	00072743	65.88	07/20/21	11894 TROX INC	C
10	00072744	4,607.24	07/20/21	200493 TWIN RIVER PUBLIC SCHOOL	C
10	00072745	50.00	07/20/21	200500 TYPHOON WASH	C
10	00072746	112.25	07/20/21	200606 U & I SANITATION	C
10	00072747	70.00	07/20/21	6289 UNIV OF NEBR STATE MUSEUM	C
10	00072748	1,477.98	07/20/21	10320 VERIZON WIRELESS	C
10	00072749	5,399.98	07/20/21	230037 WAKEFIELD PUBLIC SCHOOL	C
10	00072750	3.68	07/20/21	230049 CAPITAL ONE-WALMART (SPED)	C
10	00072751	204.59	07/20/21	230051 WALMART CAPITAL ONE - MIG	C
10	00072752	1,082.40	07/20/21	230249 WEST POINT PUBLIC SCHOOLS	C
10	00072753	1,013.60	07/20/21	10510 ABBY PFISTER	A
10	00072754	370.16	07/20/21	1082 ANGEL D MAYBERRY	A
10	00072755	609.84	07/20/21	70017 CYNTHIA ALARCON	A

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
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10	00072757	937.44	07/20/21	20135 ISAURA BARRETO	A
10	00072758	1,006.88	07/20/21	10952 JENNIFER RIVERA	A
10	00072759	116.48	07/20/21	190385 LINDA SHEFCYK	A
10	00072760	319.20	07/20/21	2267 MARCIA OSTMEYER	A
10	00072761	2,032.13	07/20/21	11797 MARIA RODRIGUEZ	A
10	00072762	181.44	07/20/21	7161 MAYRA VARGAS	A
10	00072763	534.24	07/20/21	4650 MELINDA VELECELA	A
10	00072764	140.45	07/20/21	11304 MINDY REED	A
10	00072765	584.64	07/20/21	8788 NATHALIE VARGAS	A
10	00072766	1,242.64	07/20/21	10960 ROSA WALDROP	A
10	00072767	537.60	07/20/21	11991 VELVET GRAMAJO	A
10	00072768	1,468.32	07/20/21	10545 YARIBEY RODRIGUEZ	A

**Total Bank No 10 860,223.66**

Total Manual Checks	.00
Total Computer Checks	847,912.01
Total ACH Checks	12,311.65
Total Other Checks	.00
Total Electronic Checks	.00
Total Computer Voids	.00
Total Manual Voids	.00
Total ACH Voids	.00
Total Other Voids	.00
Total Electronic Voids	.00

**Grand Total 860,223.66**

**Number of Checks 123**

Batch Yr	Batch No	Amount
21	000226	20,599.00
21	000227	86,307.17
21	000230	61,692.32
21	000231	87,881.54
21	000236	603,743.63

## A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
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10	00072771	12.58	08/20/21	10013 ACE HARDWARE	C
10	00072772	15.00	08/20/21	10060 ADMINISTRATORS IN-SERVICE	C
10	00072773	184.00	08/20/21	190428 ALMQUIST, MALTZAHN, GALLOWAY & LUTH, PC	C
10	00072774	25,087.00	08/20/21	10391 AMAZON	C
10	00072775	515.76	08/20/21	7633 ANA SANTOS	C
10	00072776	105.00	08/20/21	160690 ANN PROKOPEC	C
10	00072777	3,292.00	08/20/21	10681 APPLE COMPUTER, INC.	C
10	00072778	15,299.31	08/20/21	388 APPLIED CONNECTIVE TECHNOLOGIES	C
10	00072779	132.79	08/20/21	2534 BETH A. WISNIESKI	C
10	00072780	32,230.03	08/20/21	20428 BOONE CENTRAL SCHOOLS	C
10	00072781	132.79	08/20/21	11339 CAITLIN KLOSEN	C
10	00072782	17,731.76	08/20/21	30039 CAPITAL ONE BANK (USA), N.A.	C
10	00072783	391.01	08/20/21	1996 CASEY'S MAIL SERVICE LLC	C
10	00072784	16,484.56	08/20/21	30178 CCS PRESENTATION SYSTEMS	C
10	00072785	1,593.70	08/20/21	8940 CENTRAL NE REHAB SERVICES	C
10	00072786	97.85	08/20/21	7641 CHELSEA PREISTER	C
10	00072787	105.00	08/20/21	9210 CHELSEY GREENE	C
10	00072788	508.48	08/20/21	30550 CITY OF COLUMBUS WATER & SANIT	C
10	00072789	600.00	08/20/21	30610 CLARKSON PUBLIC SCHOOLS	C
10	00072790	192.08	08/20/21	31035 COLUMBUS PUBLIC SCHOOLS GENERAL FUNDS	C
10	00072791	11,830.00	08/20/21	31218 COMPUTER HARDWARE, INC	C
10	00072792	420.00	08/20/21	2135 CORY WAITE	C
10	00072793	8,705.76	08/20/21	31462 CROSS COUNTY SCHOOL	C
10	00072794	399.92	08/20/21	4812 CUBBY'S, INC.	C
10	00072795	4,828.00	08/20/21	40190 DAKTECH COMPUTERS	C
10	00072796	132.79	08/20/21	2569 DANIELLE L. KLOSEN	C
10	00072797	67,245.34	08/20/21	40725 EAKES OFFICE SOLUTIONS	C
10	00072797	-67,245.34	08/06/21	40725 EAKES OFFICE SOLUTIONS	CV
10	00072798	476.00	08/20/21	40725 EAKES OFFICE SOLUTIONS	C
10	00072799	1,000.15	08/20/21	50060 EAST BUTLER PUBLIC SCHOOL	C
10	00072800	552,392.24	08/20/21	50825 ED SERVICE UNIT 7-PAYROLL	C
10	00072801	200.00	08/20/21	12173 EMPOWERING STUDENT LEADERS LLC	C
10	00072802	366.83	08/20/21	50630 ERNST AUTO CENTER	C
10	00072803	194.75	08/20/21	7560 HOSTED SERVICES	C
10	00072804	189.70	08/20/21	50750 ESU 10	C
10	00072805	17,973.15	08/20/21	50645 ESU 2	C
10	00072806	9,476.11	08/20/21	50652 ESUCC	C
10	00072807	515.00	08/20/21	60051 FIRST IMPRESSIONS LLC	C
10	00072808	103.95	08/20/21	60056 FIRST NATIONAL BANK	C
10	00072809	3,562.77	08/20/21	10839 FRONTLINE TECHNOLOGIES GROUP LLC	C
10	00072810	3,995.00	08/20/21	10685 GLOWFORGE INC	C
10	00072811	1,063.00	08/20/21	7013 GREAT PLAINS COMMUNICATIONS	C
10	00072812	10,548.61	08/20/21	80390 HIGH PLAINS COMMUNITY SCHOOLS	C
10	00072813	558.00	08/20/21	80543 HOMETOWN LEASING	C
10	00072814	22,820.63	08/20/21	80670 HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	C
10	00072815	27,999.48	08/20/21	80860 HUMPHREY PUBLIC SCHOOL	C
10	00072816	1,365.44	08/20/21	80880 HY-VEE	C
10	00072817	85.70	08/20/21	5223 J.P. COOKE CO.	C
10	00072818	349.00	08/20/21	11347 JENNIFER WEBER	C
10	00072819	1,388.28	08/20/21	6319 JOURNEYED.COM, INC.	C
10	00072820	312.00	08/20/21	110235 KIDDIE CAB	C
10	00072821	333.20	08/20/21	11738 KIM RUGER	C
10	00072822	237.62	08/20/21	5444 KRISTIN CATTERSON	C
10	00072823	1,000.00	08/20/21	4839 KSB SCHOOL LAW	C

## A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00072824	6,735.90	08/20/21	120129 LAKEVIEW COMMUNITY SCHOOLS	C
10	00072825	142.24	08/20/21	6718 LAURA PLAS	C
10	00072826	118.00	08/20/21	120207 LEARNING A-Z	C
10	00072827	21,557.93	08/20/21	120223 LEIGH COMMUNITY SCHOOLS	C
10	00072828	2,781.19	08/20/21	120550 LOUP POWER DIST	C
10	00072829	27,054.00	08/20/21	10600 M&O DOOR PRODUCTS	C
10	00072830	12.23	08/20/21	130070 MAILBOX, THE	C
10	00072831	445.00	08/20/21	12211 MARCO PROMOS LLC	C
10	00072832	223.31	08/20/21	5770 MELISSA BRAUN	C
10	00072833	118.95	08/20/21	130912 NASCO	C
10	00072834	2,025.00	08/20/21	140351 NCSA	C
10	00072835	127.56	08/20/21	140570 NEBRASKA TECHNOLOGY & TELECOM.	C
10	00072836	6,500.00	08/20/21	11665 NEW FRONTIER 21, LLC	C
10	00072837	181.22	08/20/21	7366 NICOLE TRAUTMAN	C
10	00072838	4,258.37	08/20/21	140696 NORRIS SCHOOL DISTRICT 160	C
10	00072839	500.00	08/20/21	140705 NORTHEAST COMMUNITY COLLEGE	C
10	00072840	20.00	08/20/21	12122 ONE SOURCE THE BACKGROUND CHECK COMPANY	C
10	00072841	4,148.91	08/20/21	150330 OSCEOLA PUBLIC SCHOOLS	C
10	00072842	366.24	08/20/21	418 OTIS PIERCE	C
10	00072843	40,734.50	08/20/21	160033 PALMER PUBLIC SCHOOL	C
10	00072844	360.00	08/20/21	160095 PERRY,GUTHERY, HAASE& GESSFORD P.C.,L.L.	C
10	00072845	113.85	08/20/21	160450 PIZZA RANCH	C
10	00072846	164.17	08/20/21	160672 PRESTO-X	C
10	00072847	32.83	08/20/21	170029 QUALITY SOUND	C
10	00072848	4,702.25	08/20/21	180237 REALITY WORKS	C
10	00072849	1,500.00	08/20/21	12181 ROBIN FARUP-ROMERO	C
10	00072850	3,910.08	08/20/21	190164 SCHUYLER COMMUNITY SCHOOLS	C
10	00072851	2,122.90	08/20/21	190390 SHELBY-RISING CITY PUBLIC SCHOOL	C
10	00072852	75.14	08/20/21	4235 SHERWIN-WILLIAMS	C
10	00072853	4,649.81	08/20/21	190850 STATE OF NEBRASKA - DEPARTMENT OF ADMIN	C
10	00072854	126.88	08/20/21	191085 SUPER SAVER	C
10	00072855	10,500.00	08/20/21	2780 SUSAN PRESLER	C
10	00072856	56,637.82	08/20/21	200493 TWIN RIVER PUBLIC SCHOOL	C
10	00072857	112.25	08/20/21	200606 U & I SANITATION	C
10	00072858	875.00	08/20/21	4960 UNIVERSITY OF NEBRASKA AT KEARNEY	C
10	00072859	1,343.55	08/20/21	10320 VERIZON WIRELESS	C
10	00072860	239.54	08/20/21	230051 WALMART CAPITAL ONE - MIG	C
10	00072861	1,875.00	08/20/21	240455 YORK PUBLIC SCHOOLS	C
10	00072862	190.96	08/20/21	10510 ABBY PFISTER	A
10	00072863	370.72	08/20/21	1082 ANGEL D MAYBERRY	A
10	00072864	510.72	08/20/21	11690 CHRIS HILLIARD	A
10	00072865	315.84	08/20/21	70017 CYNTHIA ALARCON	A
10	00072866	1,242.08	08/20/21	180474 DARLENE RODRIGUEZ	A
10	00072867	109.76	08/20/21	7099 HALEY KUNZE	A
10	00072868	724.08	08/20/21	20135 ISAURA BARRETO	A
10	00072869	412.16	08/20/21	12220 JALAYNE FREY	A
10	00072870	860.72	08/20/21	10952 JENNIFER RIVERA	A
10	00072871	52.64	08/20/21	8540 JOLYNN KAHLANDT	A
10	00072872	161.28	08/20/21	160636 LARIANNE POLK	A
10	00072873	72.80	08/20/21	10430 LEANNE BLANCHARD	A
10	00072874	205.52	08/20/21	12190 LINCOLN QUTEIFAN	A
10	00072875	49.31	08/20/21	190385 LINDA SHEFCYK	A
10	00072876	110.32	08/20/21	2267 MARCIA OSTMEYER	A
10	00072877	1,681.68	08/20/21	11797 MARIA RODRIGUEZ	A
10	00072878	80.64	08/20/21	7161 MAYRA VARGAS	A

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00072879	273.84	08/20/21	50632 MEGAN KASSING	A
10	00072880	942.48	08/20/21	8788 NATHALIE VARGAS	A
10	00072881	778.40	08/20/21	10960 ROSA WALDROP	A
10	00072882	42.56	08/20/21	12165 STEPHANIE FOREMAN	A
10	00072883	334.66	08/20/21	11436 TAMRA CLAY	A
10	00072884	418.88	08/20/21	11991 VELVET GRAMAJO	A
10	00072885	1,085.84	08/20/21	10545 YARIBEY RODRIGUEZ	A
10	00072886	31,140.34	08/20/21	40725 EAKES OFFICE SOLUTIONS	C
10	00072887	36,105.00	08/20/21	40725 EAKES OFFICE SOLUTIONS	C
10	00072888	374.85	08/20/21	80147 HAMPTON INN	C
10	00072889	1,241.31	08/20/21	10561 INNOVATIVE OFFICE SOULUTIONS, LLC	C
<b>Total Bank No 10</b>		<b>1,087,249.25</b>			

<b>Total Manual Checks</b>	.00
<b>Total Computer Checks</b>	1,143,466.70
<b>Total ACH Checks</b>	11,027.89
<b>Total Other Checks</b>	.00
<b>Total Electronic Checks</b>	.00
<b>Total Computer Voids</b>	-67,245.34
<b>Total Manual Voids</b>	.00
<b>Total ACH Voids</b>	.00
<b>Total Other Voids</b>	.00
<b>Total Electronic Voids</b>	.00

**Grand Total** 1,087,249.25  
**Number of Checks** 121

Batch Yr	Batch No	Amount
21	000246	145,362.47
21	000247	16,337.30
21	000250	552,392.24
21	000253	304,295.74
21	000259	68,861.50

# Inservice Account

	Transaction/Explanation	Receipt	Expenditures	Balance
10/16/20	Deposit - Memorial	\$20.00		\$7,914.66
7/21/21	Platte Co. Treasurer (Corolla plates)		\$15.00	\$7,899.66

Expenditures	\$15.00
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## Section 8 - Disposal of Property

### Article III, Section 8, A Disposal of Property

The Administrator or designee is authorized and directed to dispose of books, furniture, equipment, real estate and other property which is no longer of use to the ESU. Items which are of little or no value will be discarded or recycled, as appropriate. Items which are discarded remain the property of the ESU until no longer within its control. As such, employees are not to pull discarded items from the trash for personal use without express permission of the Administrator or designee, and proper payment where determined appropriate.

Items to be disposed of which have more than minimal value shall be sold by private sale, auction, trade-in, or by taking bids and selling to the highest or most responsible bidder. The Board shall approve the sale of any items or related grouping of items which have a value in excess of \$5,000.

The following procedures shall be followed for an auction or when taking bids:

1. The intention to sell shall be publicized, via email, an ESU bulletin board (electronic or static) or web page posting, or other means suitable to the value and nature of the property.
2. Real estate and automobiles will be sold to the highest bidder, except that a minimum acceptable price may be established prior to bidding.
3. Items shall in general be sold to the highest offer or highest bidder. However, where the item or related grouping of items which has a value less than \$5,000, preference may be given to, and a lower offer accepted from, buyers within the following order of priority: an ESU member school, another ESU, another political subdivision within the ESU, a charitable organization active within the ESU boundaries, and another political subdivision.
4. Items which are offered for sale in an approved manner which are not sold after a reasonable period of time may be considered to have no value and may be disposed of as determined by the Administrator or designee and reported to the Board annually.
5. Property that has little or no value shall be discarded or recycled as appropriate. No employee shall take such property for their personal use, even if the item has been placed in the trash, without the express approval of the administration.

Legal Reference:	
Date of Adoption:	November 19, 2018
Date (s) of Revision:	January 21, 2019 January 20, 2020
Date of Review:	February 15, 2021

<b>Item</b>	<b>Serial_Number</b>	<b>k_ID_Inventory</b>
Mac Mini	C07GN0G9DKDJ	
Chair		60000
Access Point	SG936UZ07B	120000
Adding Machine	N811304	50031
Chair		30012
Chair		30013
Chair		30014
Computer	4H633025WBY	150145
Computer	4H6381BUWBY	150152
Computer	4H633024WBY	150154
Computer	W872223AYA6	150155
Computer	4H6381C8WBY	150156
Computer	W88361AF0P5	368
Computer	W8735BH3Z5W	150142
Computer	W882447B0P5	316
Computer	W88244790P5	429
Computer	W87489YMZ63	
Computer	W87343TVZ5W	
Computer	W8747K38Z63	230
Computer	W87343VXZ5W	193
Computer	QT32901XN4M	160020
Computer	4H63300XWBY	210
Bamboo Pen	OEAP011167	120062
Camcorder	KCZKZ002K4211	120063
External Hard Drive	1327907092434QR	120065
External Hard Drive	1327907092436QR	120066
External Hard Drive	1327907093531QR	120067
External Hard Drive	1327907092430QR	120068
iPad	GB015A29Z38	120071

Power Inverter	2055780	120076
Desk		120085
Computer	W8031ECTATM	190000
Computer	4H633010WBY	192
Computer	W87222TDYA6	431
Computer	4H7020CMWGU	214
Computer	W87110M4WGU	212
Monitor	2A8150KAXMM	311
Piccolight		10014
Computer	W89270WQ9GV	100027
Computer	W87222T6YA6	204
Computer	W882447A0P5	120020
Computer	W8835HST0P1	120021
Computer	W8835HTN0P1	120022
Computer	W8835HT60P1	120023
Computer	W8835HTS0P1	120024
Computer	W873440FZ5W	XXY
Computer	W87110S8WGU	XXX
Computer	4H63301YWBY	241
Copier	25013099 (A)	40152
Copier	45004728	40151
Apple TV	C07FK4P7DDR5	120227
Camera		
Computer	W893063V66H	90006
Computer	W8835HTF0P1	120025
Computer	W894625T7XK	457
Computer	C02FL1F6DH2M	100057
Computer	4H63302JWBY	150153
Computer	C02H410WDV17	110121
Computer	C02H410YDV17	110140

Computer	C02H410VDV17	
Computer	C1MK31DFDV31	100111
Computer	C1MK4013DV31	100093
Computer	C02FPTEJDH2G	190010
Computer	FV FYH175JK78	210033
Copier	25035140 (G)	40011
Epson Wireless LAN Module		
iPad	DMPPNE27FK11	
Laptop	C02GR0F6DV17	100072
Scanner	CN10A9100495	100032
Scanner	CN10A8100699	100035
Scanner	CN10A9100480	100036
Scanner	CN113D100317	100094
Server Monitor	0320011094	120128
Typewriter	11-XL535	60002
Blue Chairs for Finishing		40091
Blue Chairs for Finishing		40092
Chair		140014
Chair		70042
Coat Rack		80017
Cupboard		230000
Cupboard		230001
Metal Utility Cart		40081
Paper Cutter Stand		30030
Table		20257
Typewriter Stand		40126
Typewriter Stand		40127
iPad Pro Smart Keyboard	FPTV3AMEHPGO	110161
Computer	W88361AG0P5	430
Computer	W8735BSHZ5W	195

Chair		110045
Chair		110050
Shelving Unit		80126
Computer	C02H410XDV17	120265
Cart		230021
Cart		230020
Cart		230092
Cart		230093
File Cabinet		20040
File Cabinet		20041
File Cabinet		20043
Shelving Unit		20092
Shelving Unit		20093
Shelving Unit		20097
Shelving Unit		20099
Shelving Unit		20244
Computer	C1MK31CGDV31	100091
Gemini 5 Tower	81218011	100020
GPS		100084
GPS	2HS429150	100087
Printer	SCN834181JG	100011
Printer	CN1492808M	100065
Tablet PC	3347CTOMP2ZC63	100095
Tablet PC	3347CTOMP2ZC2D	100100
Metal Mobile Cabinet		100055
Apple TV	C07FK4P7DDR5	120227
Camera		
Computer	W893063V66H	90006
Computer	W8835HTF0P1	120025
Computer	W894625T7XK	457

Computer	C02FL1F6DH2M	100057
Computer	4H63302JWBY	150153
Computer	C02H410WDV17	110121
Computer	C02H410YDV17	110140
Computer	C02H410VDV17	
Computer	C1MK31DFDV31	100111
Computer	C1MK4013DV31	100093
Computer	C02FPTEJDH2G	190010
Computer	FV FYH175JK78	210033
Copier	25035140 (G)	40011
Epson Wireless LAN Module		
iPad	DMPPNE27FK11	
Laptop	C02GR0F6DV17	100072
Scanner	CN10A9100495	100032
Scanner	CN10A8100699	100035
Scanner	CN10A9100480	100036
Scanner	CN113D100317	100094
Server Monitor	0320011094	120128
Typewriter	11-XL535	60002
Blue Chairs for Finishing		40091
Blue Chairs for Finishing		40092
Chair		140014
Chair		70042
Coat Rack		80017
Cupboard		230000
Cupboard		230001
Metal Utility Cart		40081
Paper Cutter Stand		30030
Table		20257
Typewriter Stand		40126

Typewriter Stand		40127
Computer	C02H410XDV17	120265
Computer	C02H4136DV17	110120
Chair	Distance Learning Room	70020
Chair	Distance Learning Room	70021
Chair	Distance Learning Room	70022
Chair	Distance Learning Room	70023
Chair	Distance Learning Room	70024
Chair	Distance Learning Room	70025
Chair	Distance Learning Room	70026
Chair	South Room	80042
Chair	South Room	80043
Chair	South Room	80044
Chair	South Room	80045
Chair	South Room	80046
Chair	South Room	80047
Chair	South Room	80048
Chair	South Room	80049
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Chair	South Room	80070
Chair	South Room	80072
Chair	South Room	80071
Chair	South Room	80073
Chair	South Room	80074
Chair	South Room	80075
Chair	South Room	80076
Chair	South Room	80077
Chair	South Room	80078
Chair	South Room	80079
Chair	South Room	80080
Chair	Teacher Center	80092
Chair	Teacher Center	80091
Chair	Teacher Center	80093
Chair	Teacher Center	80094
Chair	Teacher Center	80095
Chair	Teacher Center	80096
Chair	Teacher Center	80097
Chair	Teacher Center	80098
Chair	Teacher Center	80099
Chair	Teacher Center	80100
Chair	Teacher Center	80101

Chair	Teacher Center	80102
Chair	Teacher Center	80103
Chair	Teacher Center	80104
Chair	Teacher Center	80105
Chair	Teacher Center	80106
Chair	Teacher Center	80107
Chair	Teacher Center	80108
Chair	Teacher Center	80109
Chair	Teacher Center	80110
Chair	Teacher Center	80111
Chair	Teacher Center	80112
Table	Distance Learning Room	70031
Table	Distance Learning Room	70032
Table	Distance Learning Room	70033
Table	Distance Learning Room	70034
Table	Distance Learning Room	70035
Table	South Room	80020
Table	South Room	80021
Table	South Room	80022
Table	South Room	80023
Table	South Room	80024
Table	South Room	80025
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Table	South Room	80027
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Table	South Room	80040
Table	South Room	80041
Table	Teacher Center	80113
Table	Teacher Center	80114
Table	Teacher Center	80115
Table	Teacher Center	80116
Table	Teacher Center	80117
Table	Teacher Center	80118
Table	Teacher Center	80119
Table	Teacher Center	80120
Table	Teacher Center	80121
Table	Teacher Center	80122
Table	Teacher Center	80123

### **Article III, Section 4, D Coffee Act Policy (Reimbursable Expenses)**

1. Workshops. Board members, employees and volunteers of the ESU are expected to maintain effectiveness by being well informed on educational and related issues and are encouraged to diligently perform their required duties, attend educational workshops, conferences, training programs, official functions, hearings or meetings which are necessary to perform required duties, sponsored by the ESU or State and national educational organizations or which are otherwise in the best interests of the ESU.
2. Approval to Attend. Board members are hereby given prior approval by the ESU Board to attend such functions within the State which are sponsored by this ESU, the Nebraska Association of School Boards, the Nebraska Council of School Administrators, the Nebraska Rural Community Schools Association, and similar organizations, without additional or further approval by the Board unless otherwise so determined. Upon approval by the Board or, in the case of in-state functions, by the Administrator or the Administrator's designee, Board members are further authorized to attend other similar functions.

Employees and volunteers are authorized to attend such functions upon prior approval by the Administrator or the Administrator's designee.

1. Reimbursement of Expenses. The ESU will pay the registration costs, tuition costs, fees or charges for attendance by Board members at such approved functions. The ESU will pay mileage at the rate allowed by law (that is, the rate established by the Department of Administrative Services) or actual travel expense if travel is authorized by commercial or charter means. The ESU will pay meals and lodging at a rate not exceeding the applicable federal rate unless a fully itemized claim is submitted substantiating the costs actually incurred in excess of such rate and such additional expenses are expressly approved by the Board.

For employees and volunteers, the ESU will pay costs and make reimbursements in the same manner as provided above for Board member attendance, unless otherwise established by policy, Board action, contract, or negotiated agreement.

1. Recognition. The Board hereby authorizes the President, Administrator or the Administrator's designee to determine when and to whom plaques, certificates of achievement, flowers or other items of value should be granted to recognize service by Board members, employees and volunteers. The maximum value of any such item to be awarded shall not exceed \$130.00. The Board may alter such maximum, but not more than once in any twelve-month period.

2. Meeting Refreshments. Non-alcoholic beverages may be provided to individuals attending public meetings. Meals may be provided to Board members, employees and volunteers attending joint meetings with other governing bodies. When the President or Administrator determines it to be in the best interests of the ESU and not in the form of a perquisite, because of timing or duration of a meeting or ESU activity, or other factors, the Board authorizes other nutritional refreshments to be provided to persons attending public meetings or in other appropriate or necessary situations.
  
3. Participants in Board Approved Activities. Non-alcoholic beverages and meals may be provided for individuals while performing or immediately after performing relief, assistance or support activities in emergency situations (including, but not limited to, tornado, severe storm, fire, or accident) and to volunteers during or immediately following their participation in any activity approved by the Board (including, but not limited to, mowing, picking up litter, removing graffiti, or snow removal).
  
4. Annual Recognition Dinner. One recognition dinner each fiscal year may be held for Board members, employees or volunteers. Such annual dinner may be held separately for Board members, employees of each department and volunteers, or in any combination. The maximum cost per person for such recognition dinner is hereby established at \$25.00.
  
5. Spouses. This policy does not authorize the expenditure of public funds to pay for any expenses incurred by a spouse of a Board member, employee, or volunteer unless the spouse is also a Board member, employee or volunteer or unless the expenditure is otherwise permitted by law.
  
6. General. Payment or reimbursement for expenses incurred by Board members, employees or volunteers may be allowed to the extent otherwise specifically permitted by law. The authority necessary to carry out the provisions of this policy should be and is hereby delegated from the Board to the designated officials indicated herein.

Legal Reference:	§§13-2201 to 13-2204 § 81-1176 (mileage rate)
Date of Adoption:	September 13, 2018



Nebraska Rural Community Schools Association  
455 S.11th St, Ste B  
Lincoln, NE 68508

Invoice #: Mem 065  
Date: 7/1/2021

**Bill To:**  
EDUCATIONAL SERVICE UNIT 7  
2657 44TH AVE.  
COLUMBUS NE 68601

For: NRCSA Membership Dues

Description	Amount
<i>2021-22 NRCSA Membership Dues</i>	<i>\$850.00</i>
Invoice Total	<i>\$850.00</i>

Make all checks payable to **NRCSA**

If you have any questions concerning this invoice, contact Jeff Bundy at (402) 202-6028  
or e-mail: [jbundy@nrca.net](mailto:jbundy@nrca.net)



**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 **Abby Pfister**, 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 September, 2021. This contract shall terminate on the 31 day of August, 2022, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 200 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 \$81,996.10 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$6,833.01 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 19<sup>th</sup> day of April, 2021.

  
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 **Brooke Kavan**, 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, 2021. This contract shall terminate on the 31st day of August, 2022, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 225 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: Professional Development 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 \$94,452.27 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$7,871.02 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee



## **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 **Brooke Koliha**, 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, 2021. This contract shall terminate on the 31st day of August, 2022, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 225 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: Professional Development 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 \$92,226.35 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$7,685.53 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee



## **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 **Cynthia Alarcon**, 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, 2021. This contract shall terminate on the 31st day of August, 2022, 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 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 \$90,943.73 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$7,578.64 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee



## **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 **Dan Ellsworth**, 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, 2021. This contract shall terminate on the 31st day of August, 2022, 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 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: Network Operations Director. 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 \$122,434.71 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$10,202.89 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee



## **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 **Laura Plas**, 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, 2021. This contract shall terminate on the 31st day of August, 2022, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 225 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: Professional Development 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 \$90,000.44 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$7,500.04 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee



## CERTIFICATED PROFESSIONAL CONTRACT

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

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

- 1 **Term of Employment.** This agreement shall commence on the 1st day of September, 2021 and may be terminated pursuant to Section 7 of this agreement. This term shall consist of 220 days of service in any given contract year, which is exclusive of holidays.
- 2 **Compensation:** The Party shall be paid a yearly salary of \$95,849.60 paid in 12 monthly payments of \$7,987.46. The first salary installment shall be payable on the 20th day of September and on the 20<sup>th</sup> day of each month thereafter.
- 3 **Fringe Benefits:** ESU7 agrees to provide the same fringe benefits as annually approved by the Board of ESU7.
- 4 **Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.
- 5 **Policies, Rules and Regulations.** The Party agrees to be governed by the policies of the Board of ESU7, the rules and regulations of ESU7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU7 and rules and regulations of the ESU7 may be changed at any time, with or without notice to the Party.
- 6 **Duties.** The duties of the Party shall be as prescribed for the position and assignment, which duties shall be performed in accordance with standards, goals, and policies established by the Board of ESU7 and the ESU7 Administrator. The Party agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.

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

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

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

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

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

Executed by the Party this 13 day of May, 2021.

Heaven M Blanchard  
Party



## CERTIFICATED PROFESSIONAL CONTRACT

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

**WITNESSETH:** That ESU7 hereby agrees to employ the above named Party in the assignment of Professional Development Director, subject to the following terms and conditions:

- 1 **Term of Employment.** This agreement shall commence on the 1st day of September, 2020 and may be terminated pursuant to Section 7 of this agreement. This term shall consist of 245 days of service in any given fiscal year, which is inclusive of vacation and exclusive of holidays.
- 2 **Compensation:** The Party shall be paid a yearly salary of \$119,525.29 paid in 12 monthly payments of \$9,960.44. The first salary installment shall be payable on the 20th day of September and on the 20<sup>th</sup> day of each month thereafter.
- 3 **Fringe Benefits:** ESU7 agrees to provide the same fringe benefits as annually approved by the Board of ESU7.
- 4 **Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.
- 5 **Policies, Rules and Regulations.** The Party agrees to be governed by the policies of the Board of ESU7, the rules and regulations of ESU7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU7 and rules and regulations of the ESU7 may be changed at any time, with or without notice to the Party.
- 6 **Duties.** The duties of the Party shall be as prescribed for the position and assignment, which duties shall be performed in accordance with standards, goals, and policies established by the Board of ESU7 and the ESU7 Administrator. The Party agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.

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

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

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

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

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

Executed by the Party this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Party

**Certified Professional Notes/Comments**

**Do not print with contracts**

**FOR OFFICE USE ONLY**

Staff Development Coordinators

Media Coordinator

DL Coordinator



## **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 **Mark Brady**, 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, 2021. This contract shall terminate on the 31st day of August, 2022, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 225 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: Professional Development 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 \$90,000.44 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$7,500.04 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee



## **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 **Melinda Velecela**, 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, 2021. This contract shall terminate on the 31st day of August, 2022, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 185 days of service in any given fiscal year, which is exclusive of holidays.

**2. At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: MEP Education Liaison. 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 \$56,901.57 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$4,741.80 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee



## 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 **Otis Pierce**, 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, 2021. This contract shall terminate on the 31st day of August, 2022, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 225 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: Professional Development 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 \$101,219.37 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$8,434.95 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee



## **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 **Richard Stuart**, 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, 2021. This contract shall terminate on the 31st day of August, 2022, 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: Information Technology Specialist. 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 \$72,618.00 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$6,051.50 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee



## **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 **Travis Kassing**, 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, 2021. This contract shall terminate on the 31st day of August, 2022, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 179 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: Network & Computer Systems Engineer. 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 \$93,366.00 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$7,780.50 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee

### **Article III, Section 1, E Use of Funds from Other Sources**

The Board may receive, for the purpose for which it is made available, any school district, county, state, or federal funds made available to it, or funds or property received from any other source. The Board may use tax revenue from the levy of the ESU for operational expenses and for the purpose of matching any funds that may be made available to it on a matching basis by any state or federal agency. The Board may utilize such personnel or services that may lawfully be offered by any state or federal agency or governmental unit.

It is the policy of the ESU to comply with the conditions of state and federal grant programs in which the ESU participates, including the conditions of the Every Student Succeeds Act (“ESSA”) as applicable.

1. Authority to Sign Applications. The Administrator is authorized to sign applications for grant funds, including ESSA formula grants, on behalf of the ESU and may delegate such authority to other administrators at the discretion of the Administrator. The Administrator shall submit such applications as determined appropriate so long as acceptance of the funds does not include conditions contrary to the policies of the Board.
2. Supplement not Supplant. Federal funds shall be used to supplement, not supplant, the amount of funds or services available from non-federal sources, in compliance with the requirements of federal law. ESSA funds shall not be used to provide services otherwise required by law to be made available.
3. Equitable Allocation. Federal funds shall be used in a manner to ensure equitable allocation of resources. Staff are to be assigned and curriculum materials and instructional supplies are to be distributed to the schools in such a way that equivalence of personnel and materials is ensured among the schools in compliance with the requirements of federal law.
4. Maintenance of Effort. The ESU shall maintain fiscal effort related to ESSA programs in compliance with the requirements of federal law.
5. Resources. The procurement of resources related to ESSA programs, including contracts and purchase or service agreements for such programs, shall be in accordance with the ESU’s written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed. Resources such as staff, materials and equipment funded by the Federal Program shall be used only for children participating in the program.
6. Maintenance of Records. Records of all federal financial and program information shall be kept for a minimum of 5 years after the start date of the project.
7. Identification of Eligible Children. The Administrator and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.

8. Coordination of Services. Federal Grant services shall be coordinated and integrated with school district direction, with other agencies providing services, and with other federal, state and local programs.
9. Other Requirements. The Administrator shall take or cause other staff to take such action as required by law for the ESU to maintain compliance with ESSA and specific grant programs in which the ESU participates.

Legal Reference:	§ 79-1224; ESSA
Date of Adoption:	August 20, 2018
Date of Review:	August 16, 2021

## Section 2 - Budget

### Article III, Section 2, A Fiscal Year

The fiscal year for ESU 7 will be from September 1 through August 31.

Legal Reference:	§ 13-503
Date of Adoption:	August 20, 2018
Date of Review:	August 16, 2021

**Article III, Section 2, B Budget Preparation**

**Budget Preparation**

1. **Budget Statement.** The Administrator shall annually prepare, in consultation with appropriate Board officers and committees, a proposed budget statement on forms prescribed and furnished by the auditor and present it to the Board. The proposed budget statement shall be made available to the public prior to publication of the notice of the public hearing on the proposed budget statement.
  
2. **Budget Contents.** The budget for the operation and maintenance of the ESU for the ensuing year shall itemize the contemplated expenditures and the expected revenue from taxation received by the ESU from available federal, state, and county sources, from contractual revenue from school districts, and from all other agencies and sources. Upon approval by the governing body, the budget shall be filed with the auditor.
  
3. **Public Hearing.** The Board shall each year conduct a public hearing on its proposed budget statement in accordance with law. A summary of the prepared yearly budget of the ESU shall be published one time in a legal newspaper published in or of general circulation in each county in the ESU at least five days before the meeting at which the budget is considered for adoption by the Board. Such publication shall also specify the date, time, and place of the public hearing at which the budget will be considered and any tax levy made.
  
4. **Filing Budget.** Upon approval by the Board, the budget shall be filed with the auditor.

Legal Reference:	§ 13-503; § 13-506; § 79-1226; § 79-1227
Date of Adoption:	August 20, 2018
Date of Review:	August 16, 2021

June '21 Treasurer Report

<b>Beginning Balance June 1, 2021</b>				<b>\$120,715.14</b>		
<b>RECEIPTS</b>						
Property taxes			\$292,178.15			
SPED			\$396,498.18			
General/Flow Through			\$163,720.36			
Grants			\$43,660.07			
<b>TOTAL RECEIPTS</b>			\$896,056.76	\$896,056.76		
				\$1,016,771.90		
Transfer to Money Market				\$35,000.00	+	
Total Funds Available				\$1,051,771.90		
<b>DISBURSEMENTS:</b>						
General Fund			\$294,024.17			
SPED			\$313,907.73			
Grants			\$361,234.07			
<b>Total DISBURSEMENTS Check #72486 thru #72646</b>			\$969,165.97	\$969,165.97	-	
<b>Ending balance, JUNE 31, 2021</b>				<b>\$82,605.93</b>		

Checking balance						\$82,605.93
Money Market Deposit Account at First National Bank						\$3,860,000.00
Money Market Deposit Account at First National Bank						\$100,000.00
Money Market Deposit Account at Bank of Clarks						\$100,000.00
Money Market Deposit Account at Columbus Bank & Trust						\$100,000.00
Certificate of Deposit - Great Western Bank						\$200,000.00
Certificate of Deposit - First National Bank-Columbus						\$100,000.00
<b>TOTAL CASH ON HAND (includes the amounts below)</b>						<b>\$4,542,605.93</b>
<b>CASH RESERVE</b>	<b>\$1,304,205.11</b>					
<b>PROTECTED BUDGET AUTHORITY</b>	<b>\$1,325,459.00</b>					
<b>Funds that are due to ESU 7</b>						
Grants						(\$1,050,575.99)
Production/Art Media Accounts Receivable						(\$7,560.65)
Network Support Accounts Receivable						(\$2,182.03)
Misc. Flow thru Accounts Receivable						(\$24,540.97)
Outstanding Receivables						(\$34,283.65)
<b>Total due to ESU 7</b>						<b>(\$1,084,859.64)</b>

	2019-2020	2020-2021	2019-2020	2020-2021		
	Dollars Spent Per Month	Dollars Spent Per Month	Percentage spent each month	Percentage spent each month		
September	\$233,847.34	\$219,458.69	9.03%	8.41%	Total Budget	\$13,640,055.21
October	\$75,569.32	\$193,540.30	2.92%	7.42%	30% of budget	\$4,092,016.56
November	\$202,501.62	\$170,793.79	7.82%	6.55%	Total budget spent to date	\$5,563,910.99
December	\$164,982.58	\$170,207.74	6.37%	6.53%		
January	\$177,711.62	\$163,271.84	6.86%	6.26%	NOTES	
February	\$170,936.81	\$185,946.19	6.60%	7.13%		
March	\$162,892.28	\$160,023.15	6.29%	6.13%		
April	\$168,956.78	\$175,952.25	6.52%	6.75%		
May	\$159,258.47	\$188,816.11	6.15%	7.24%		
June	\$180,820.12	\$175,773.04	6.98%	6.74%		
July	\$185,558.73	\$0.00	7.17%	0.00%		
August	\$220,767.89	\$0.00	8.52%	0.00%		
<b>Approved Total General Budget for Levy \$</b>			\$2,589,759.94	\$2,608,410.23		
<b>Total Spent to date</b>			\$2,103,803.56	\$1,803,783.10		
Dollars approved from cash reserve				\$0.00		

July '21 Treasurer Report

<b>Beginning Balance July 1, 2021</b>				<b>\$82,605.93</b>		
<b>RECEIPTS</b>						
Property taxes			\$21,974.13			
SPED			\$593,593.33			
General/Flow Through			\$94,462.19			
<b>TOTAL RECEIPTS</b>			\$814,197.10	\$814,197.10		
				\$896,803.03		
Transfer to Money Market				\$55,000.00	+	
Total Funds Available				\$951,803.03		
<b>DISBURSEMENTS:</b>						
General Fund			\$274,048.85			
SPED			\$289,713.53			
Grants			\$275,862.28			
<b>Total DISBURSEMENTS Check #72647 thru #72769</b>			\$839,624.66	\$839,624.66	-	
<b>Ending balance, JULY 31, 2021</b>				<b>\$112,178.37</b>		
Checking balance						\$112,178.37
Money Market Deposit Account at First National Bank						\$3,805,000.00
Money Market Deposit Account at First National Bank						\$100,000.00
Money Market Deposit Account at Bank of Clarks						\$100,000.00
Money Market Deposit Account at Columbus Bank & Trust						\$100,000.00
Certificate of Deposit - Great Western Bank						\$200,000.00
Certificate of Deposit - First National Bank-Columbus						\$100,000.00
<b>TOTAL CASH ON HAND (includes the amounts below)</b>						<b>\$4,517,178.37</b>
<b>CASH RESERVE</b>	<b>\$1,304,205.11</b>					
<b>PROTECTED BUDGET AUTHORITY</b>	<b>\$1,325,459.00</b>					
<b>Funds that are due to ESU 7</b>						
Grants						(\$1,165,489.70)
Production/Art Media Accounts Receivable			(\$8,505.80)			
Network Support Accounts Receivable			(\$11,783.24)			
Misc. Flow thru Accounts Receivable			(\$29,008.18)			
Outstanding Receivables						(\$49,297.22)
<b>Total due to ESU 7</b>						<b>(\$1,214,786.92)</b>
	<b>2019-2020</b>	<b>2020-2021</b>	<b>2019-2020</b>	<b>2020-2021</b>		
	<b>Dollars Spent Per Month</b>	<b>Dollars Spent Per Month</b>	<b>Percentage spent each month</b>	<b>Percentage spent each month</b>		
September	\$233,847.34	\$219,458.69	9.03%	8.41%	Total Budget	\$13,640,055.21
October	\$75,569.32	\$193,540.30	2.92%	7.42%	30% of budget	\$4,092,016.56
November	\$202,501.62	\$170,793.79	7.82%	6.55%	Total budget spent to date	\$8,244,837.45
December	\$164,982.58	\$170,207.74	6.37%	6.53%		
January	\$177,711.62	\$163,271.84	6.86%	6.26%	<b>NOTES</b>	
February	\$170,936.81	\$185,946.19	6.60%	7.13%		
March	\$162,892.28	\$160,023.15	6.29%	6.13%		
April	\$168,956.78	\$175,952.25	6.52%	6.75%		
May	\$159,258.47	\$188,816.11	6.15%	7.24%		
June	\$180,820.12	\$175,773.04	6.98%	6.74%		
July	\$185,558.73	\$194,713.50	7.17%	7.46%		
August	\$220,767.89	\$0.00	8.52%	0.00%		
<b>Approved Total General Budget for Levy \$</b>			\$2,589,759.94	\$2,608,410.23		
<b>Total Spent to date</b>			\$2,103,803.56	\$1,998,496.60		
Dollars approved from cash reserve				\$0.00		

# Considering the Optimal Board Size in Advance of Redistricting in ESU 7



CENTER FOR PUBLIC AFFAIRS RESEARCH

**Josie Schafer, Director**

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[@UNOmahaCpar](https://twitter.com/UNOmahaCpar)  
[#NebraskaByTheNumbers](https://twitter.com/NebraskaByTheNumbers)



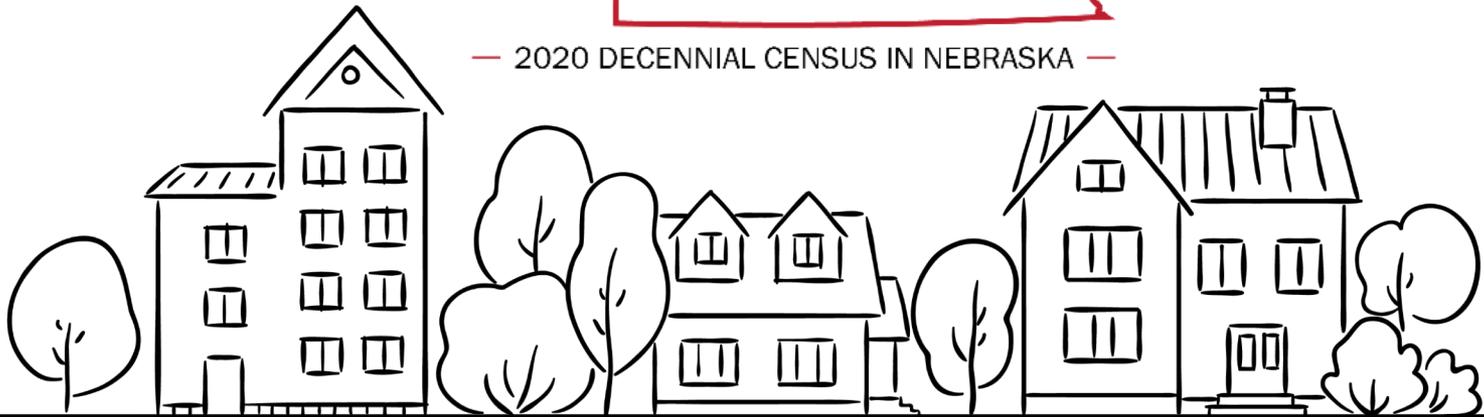
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## 2020 VISION IT'S YOUR FUTURE

— 2020 DECENNIAL CENSUS IN NEBRASKA —



The **Apportionment Clause** of Article I, Section 2, of the U.S. Constitution requires that when redistricting all districts be as nearly equal in population as practicable.

Other things to consider but are not specifically prescribed:

- Intentionally or inadvertently discriminating on the basis of race
- Compactness
- Continuity
- Preservation of existing political boundaries



## Nebraska Revised Statute 32-553

Revised Statutes » Chapter 32 » 32-553

Print Friendly

[< 32-552](#) | [Chapter 32 Index](#) | [32-554 >](#)

### Chapter 32

#### 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.



The number of board members and/or the target population that each board member should represent are **not** constitutionally, legislatively or judicially prescribed



# Four Criteria to Evaluate the Optimal Number of Board Members in ESU 7

1. Target Number of Population to Represent
2. Efficient Spending
3. Conflict and Resolution
4. Engagement and Participation



	2010	2019	2010	2019
			Percent Under	
	Total Population		18	
Boone Central Schools	3724	3379	24.8	24.8
Central City Public Schools	4558	4678	26.8	22
Clarkson Public Schools	1434	1228	25	19.8
Columbus Public Schools	22783	24267	26.9	25.5
Cross County Community Schools	2209	2085	24.7	20.3
David City Public Schools	5361	5006	24.2	23.5
East Butler Public Schools	2224	2681	27.7	27.3
Fullerton Public Schools	2093	2098	22.6	24.2
High Plains Community Schools	1646	1720	18.7	24
Howells-Dodge Consolidated Schools	NA	2440	NA	27.8
Humphrey Public Schools	2399	2478	25.2	26.2
Lakeview Community Schools	4947	5057	28.4	29
Leigh Community Schools	1086	1178	19	24.4
Osceola Public Schools	1570	1622	22.2	25.5
Palmer Public Schools	1198	1077	23	21.2
Schuyler Community Schools	7873	8428	29.1	32.1
Shelby-Rising City Public Schools	1539	2360	27.6	20.7
St. Edward Public Schools	1157	1127	25.5	22
Twin River Public Schools	2619	2434	22.3	22.3
<b>SUM OR AVERAGE</b>	<b>70,420</b>	<b>75,343</b>	<b>24.7</b>	<b>24.3</b>

ESU	Student Count	2019 Population	No. Board Members	Target Population
1	11,480		11	
2	12,201	67,756	8	8470
3	80,034		8	
4	7,124		9	
5	5,557		7	
6	13,467	67,164	7	9595
7	12,131	75,343	12	6279
8	12,666		10	
9	9,640	55,779	8	6972
10	30,851		9	
11	4,925	23,997	10	2400
13	13,236	76,654	12	6388
15	3,865	22,360	10	2236
16	8,937		12	
17	1,443	10,298	8	1287

# ESU 7 Variation in Target Population Based on Board Size

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	Board Size 12	Board Size 9	Board Size 7
Target Population Est. 2020	6,279	8,371	10,763
Target Population 2010	5,868	7,824	10,060

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# Efficiencies Gained By Reducing Board Size

	12 Members	9 Members	7 Members
Meeting Food	\$4,000.00	\$3,000.00	\$2,333.33
Board Travel	\$22,775.00	\$17,081.25	\$13,285.42
Board Mileage	\$3,000.00	\$2,250.00	\$1,750.00
Totals	\$29,775.00	\$22,331.25	\$17,368.75
Savings		-\$7,443.75	-\$12,406.25

# Conflict and Resolution

- Some conflict on boards is good. It is how diverse community interests are represented.
  - Larger boards are more likely to represent and respond to diverse persons and viewpoints and ensure that a range of views in the community are represented (Grissom, 2014)
    - **How do you all vary in viewpoints and interests?**
  - However, larger boards are less likely to overcome conflict and establish and maintain a cohesive vision and goals (Grissom, 2010, 2014).
    - **How deliberative and detailed are conversations?**

# Engagement and Participation

- High performing school districts were more likely to have engaged boards (Tripes et. al, 2015). The same research defined an engaged board member:
  - Works with community to understand issues and priorities. See also Sokolof, 2001
  - Establishes and communicates expectations, vision, goals
  - Ensures financial, human, and material resources
  - Listens intently to fully grasp other perspectives
  - Ensures the use of continuous improvement processes
  - Transparent and effective communicator
  - Collects, shares and makes decisions based on best available data

# Engagement and Participation

- High performing school districts were more likely to have board members with a high level of participation (Loh et. al, 2021). Participation was defined as:
  - Participation in discussions
  - Seeking out additional information from leadership
  - Participating in professional development related to work on the board

**Applying these specific definitions of engagement and participation, are you engaged? Do you participate?**

**Is it easy to recruit board members who are engaged and will fully participate in your service area?**

# Works Cited

Grissom, J. A. (2010). The determinants of conflict on governing boards in public organizations: The case of California school boards. *Journal of Public Administration Research and Theory*, 20(3), 601-627.

Grissom, J. A. (2014). Is discord detrimental? Using institutional variation to identify the impact of public governing board conflict on outcomes. *Journal of Public Administration Research and Theory*, 24(2), 289-315.

Loh, C. M., Unda, L., Gong, Z., & Benati, K. (2021). Board effectiveness and school performance: a study of Australian independent schools. *School Effectiveness and School Improvement*, 1-24.

Sokoloff, H. (2001). How school boards can call for community involvement in important school decisions. *American School Board Journal*.

Tripses, J., Hunt, J., Kim, J., & Watkins, S. (2015). Leading into the Future: Perceptions of School Board Presidents on the Essential Knowledge and Skills for Superintendent Preparation Programs. *Education Leadership Review*, 16(2), 36-54.

# Questions and Discussion

# Google Poll

[https://docs.google.com/forms/d/123-sRA2CGerCyEQmVd4e\\_UqDJDzL17pg5notld8uqb4/edit?ts=60d1f7cb](https://docs.google.com/forms/d/123-sRA2CGerCyEQmVd4e_UqDJDzL17pg5notld8uqb4/edit?ts=60d1f7cb)

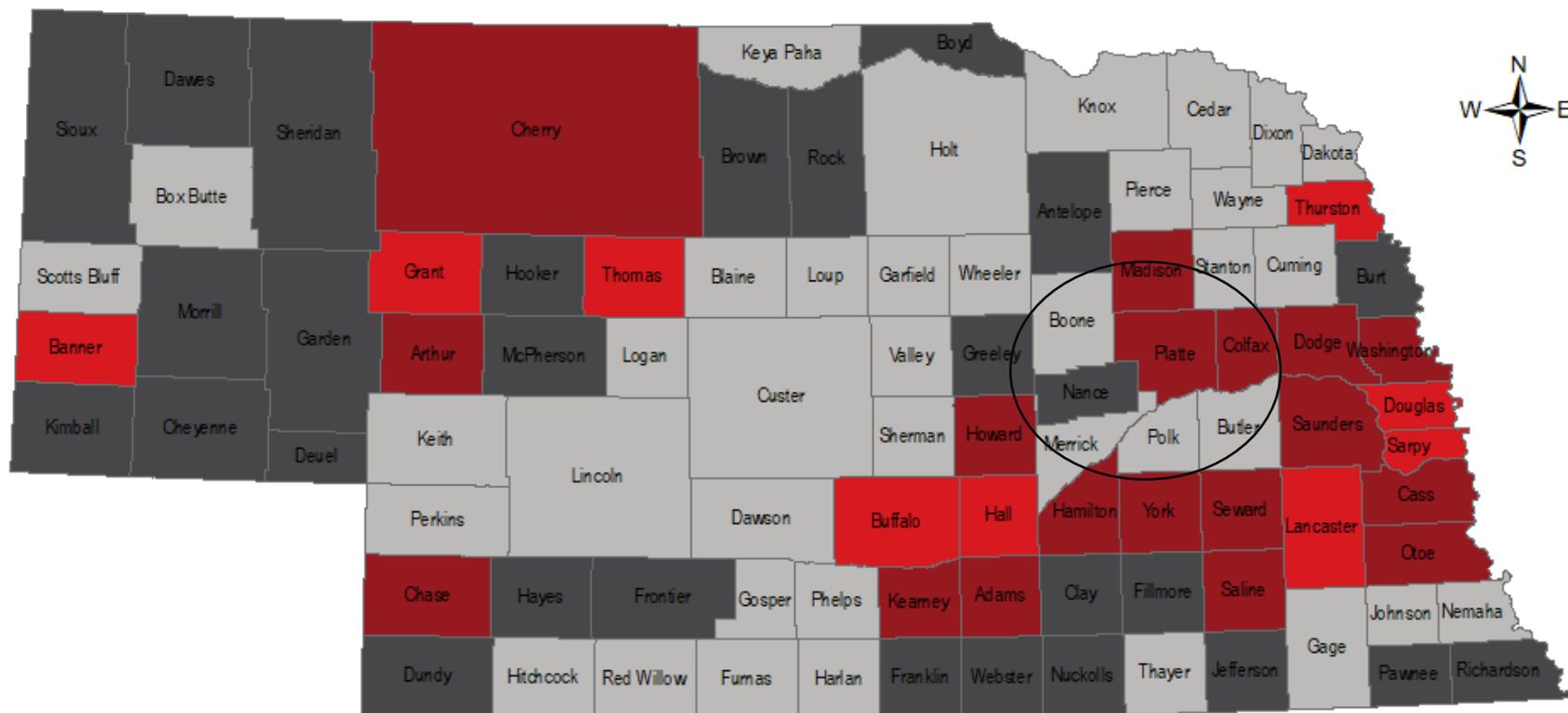
UNIVERSITY OF  
**Nebraska**  
Omaha



# Since 2010, Nebraska's population has increased about 5% but 66 counties have lost population

*Percent change in population 2010 - 2018*

- Population increase 5% or more
- Population increase of less than 5%
- Population decrease of less than 5%
- Population decrease of 5% or more



ESU	Square Miles	District Count	Student Count	Board Members
1	2,926	23	11,480	11
2	9,325	16	12,201	8
3	1,100	18	80,034	8
4	2,477	14	7,124	9
5	1,997	10	5,557	7
6	3,050	16	13,467	7
7	3,500	19	12,131	12
8		19	12,666	10
9	1,757	14	9,640	8
10	9,515	33	30,851	9
11	3,601	13	4,925	10
13	14,181	21	13,236	12
15	5,000	9	3,865	10
16	12,000	16	8,937	12
17	6,932	5	1,443	8
Average	5,682	16	15,388	9
Median	3,551		11,480	9

**Article III, Section 4, F Internal Controls**

The ESU will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

**Management requirements:** The ESU will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the ESU disposes of such equipment. The ESU will, as a minimum, meet the following requirements:

1. **Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);**
2. **Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two years;**
3. **Implement a control system procedure;**
4. **Continue to develop and implement adequate maintenance procedures for the equipment;**
5. **Continue to develop and implement sales procedures for the equipment; and**
6. **Continue to develop and implement disposition procedures for the equipment.**

Legal Reference:	2 C.F.R. §§ 200.313 & 200.33
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**Procurement:** The ESU will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

1. **A procedure for micro-purchases (Under \$10,000);**
2. **A procedure for small purchases (between \$10,000 to \$250,000);**
3. **A procedure for sealed bids;**
4. **A procedure for competitive proposals; and**
5. **A procedure for noncompetitive bids.**

Legal Reference:	2 C.F.R. §§ 200.317 through 200.326
Cross-Reference:	Policies 3130 & 3131

**Record Retention:** Financial records, supporting documents, statistical records, and all other related records pertinent to a Federal award will be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards

that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient.

For all other records, the ESU will retain such records for the length of time as required by law.

Legal Reference:	2 C.F.R. §§ 200.333
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**Suspension and Debarment:** The ESU will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Before entering into a contract regarding a Federal award, the ESU will verify that a vendor has not been debarred, suspended or otherwise excluded, and the ESU will maintain a copy of said verification.

Legal Reference:	2 C.F.R. §§ 200.213
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**Financial Management:** The ESU will maintain financial management systems to account for the Federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the Federal award. These records will be sufficient to permit the ESU to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system will provide for the following:

1. Identifying all of the Federal awards received and expended and the federal programs under which they were received;
2. Ensuring that accurate, current, and complete disclosure of the financial results of each Federal award or program are maintained in accordance with reporting requirements;
3. Identifying adequately the source and application of funds for federally-funded activities;
4. Ensuring effective controls over and accountability for all funds, property, and other assets;
5. Comparing actual expenditures with budget amounts for each Federal award;
6. Ensuring payments of Federal funds are made in accordance with applicable law, including 2 C.F.R. § 200.302; and
7. Determining the allowability of costs in accordance with applicable law and the conditions of the Federal award.

Legal Reference:	2 C.F.R. § 200.302
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**Program Income:** The ESU will consult with the Federal awarding agency and refer to the applicable law and Federal program terms and conditions to determine how to account for, deduct and otherwise handle income from Federal programs.

Legal Reference:	2 C.F.R. § 200.307
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**Cost Sharing or Matching:** For all Federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the ESU's cost sharing or matching, when such contributions meet all of the following criteria:

1. Are verifiable from the ESU's records;
2. Are not included as contributions or any other Federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under the applicable Cost Principles requirements;
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency; and
7. Conform to other provisions of the law or terms and conditions of the Federal award, as applicable.

Legal Reference:	2 C.F.R. § 200.306
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**Compensation:** Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the Federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under Federal law and the Federal grant to the extent that they satisfy the following requirements:

1. Is reasonable for the services rendered; and
2. Conforms to the established written expectations of the ESU, as applied consistently to both Federal and non-Federal activities.

If the ESU intends to charge compensation to Federal awards, such charges will be based on records that accurately reflect the work performed, and will:

1. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
2. Be incorporated into the official records of the ESU;
3. Reasonably reflect the total activity for which the employee is compensated by the ESU, not exceeding 100% of compensated activities;
4. Encompass both federally-assisted and all other activities compensated by the ESU on an integrated basis, but may include the use of subsidiary records as defined in the ESU's written procedures;
5. Comply with the established accounting policies and practices of the ESU; and
6. Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Budget estimates will generally not be used to support for charges to Federal awards but may be used for interim accounting purposes.

Legal Reference:	2 C.F.R. §§ 200.430 & 200.431
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**Unexpected or Extraordinary Circumstances:** For all Federal awards, if the ESU does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the ESU may amend or create a policy at a later date in order to put emergency contingencies in place for Federal and non-Federal similarly situated employees. If the conditions exist for charges to be made to the Federal grant, then charges may also be made to any non-Federal sources that are used by the ESU in order to meet a matching requirement. The ESU will take other steps to comply with Federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference:	2 C.F.R. §§ 200, et seq.
Date of Adoption:	August 16, 2021

**Article IV, Section 1, B Equal Opportunity Employment**

ESU 7 is an equal opportunity employer. It is the policy of ESU 7 to employ the best qualified applicant for each position without regard to sex, disability, race (**including skin color, hair texture and protective hairstyles**), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's sex, disability, race (**including skin color, hair texture and protective hairstyles**), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status.

There shall be no discrimination by school officials against any employee because of membership or activity in an employee organization or because of protected free speech activities.

Legal Reference:	Title VI--34 CFR §100 et seq. Title VII--42 U.S.C. §2000e, et seq. Title IX--20 U.S.C §1681; 34 CFR 106.1 et seq. ADEA--29 U.S.C. §621 et seq. ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq. Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq. Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§48-1101 to 48-1126; Neb. Rev. Stat §20-168
Date of Adoption:	January 21, 2019
Date of Revision:	August 16, 2021

## Section 9 - Records Management and Disposition

### Article III, Section 9, A Records Management and Disposition

#### Records Management and Disposition

- a. General Standard. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State's schedules for retention and disposition of public records.
- b. Records Officer. The Administrator is hereby designated as the records officer of the ESU for purposes of this policy. Any questions about the type or category of a record or the required retention period for it should be addressed to the records officer.
- c. Electronic Messages. Electronic messages are communications using an electronic system for the conduct of ESU 7 business internally, between other state and local government agencies, and with parents, students, patrons and others in the outside world. These messages may be in the form of e-mail, electronic document exchange (electronic fax), and electronic data interchange (EDI). In this policy, the terms electronic messages and e-mail are used, depending on the context, to mean the same thing. ESU 7's electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:
  - i. *End-User Management*. End-user means anyone who creates or receives electronic messages on the ESU's electronic system. Electronic messages are to be managed at the end-user's desktop rather than from a central point. Each end-user is responsible for organizing, managing and disposing of records that are part of his or her desktop computer.
  - ii. *Categories for Retention*. Electronic messages fall within three categories: (1) transitory messages; (2) records with a less than permanent retention period; and (3) records with a permanent retention period. End-users are to organize, store, retain and dispose of electronic messages according to these three categories. This means determining which electronic messages require long-term retention, determining who is responsible for making this decision, and establishing storage and disposition requirements for electronic messages.
    1. *Transitory messages*. Transitory messages include copies posted to several persons and casual and routine communications similar to telephone conversations. For example, as determined on an individual case-by-case basis by the end-user, transitory messages include certain embryonic materials, notes or drafts; unwanted and unneeded "junk" mail; "personal" mail for employees not related to ESU business; unsolicited sectarian, religious, partisan, political or commercial messages, or political

advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages. Employees sending or receiving such communications may delete them immediately without obtaining approval.

2. *Less than permanent retention records.* These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. Employees creating or receiving such communications may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records should be referred to the records officer.
3. *Permanent/archival retention records.* These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records should be made by the business manager or ESU Administrator in consultation with NSHS, and the State Records Administrator about either transferring the records or maintaining them in the agency of origin. If the transfer decision is made, the method, frequency and format of the transfer should be determined cooperatively by the records officer, the NSHS, and the State Records Administrator.

*iii. Electronic Storage Limitations.* ESU 7 utilizes Google Vault to indefinitely store our user's Google Drive and Google Email content digitally.

*iv. Proper Use of Electronic Messages.*

1. *Non-Discrimination.* Electronic messaging is not permitted to be used to promote discrimination on the basis of sex, disability, race **(including skin color, hair texture and protective hairstyles)**, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities.
2. *Permissible Use.* Electronic messaging is to be used only for purposes that are consistent with the mission of ESU 7. Electronic messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that represents a form of the employee's compensation. Electronic messaging is not permitted

to be used for personal financial gain or for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. Electronic messaging is not permitted to be used for purposes of assisting a non-profit organization except when and to the extent such use serves a purpose consistent with the mission of ESU 7 or facilitates ESU 7 business.

3. *Conduct.* Employees shall not read electronic messages received by another employee when there is no work-related purpose for doing so, send electronic messages under another employee's name without the employee's consent or administrative authorization, or change or alter any portion of a previously sent electronic message without administrative authorization.
4. *Other Regulations.* Electronic messaging is subject to all requirements of ESU 7's computer use policies and may be monitored and accessed at any time without prior notice. ESU 7 has complete authority to regulate all electronic messaging. Electronic messaging is a privilege and not a property right and is not a public forum. Electronic messaging is made available subject to all board policy and regulations, these regulations, administrative guidelines, use agreements, handbook provisions, and all administrative orders or directives as issued from time to time.

Electronic Records. All books, papers, documents, reports, and records kept by the ESU may be retained as electronic records. Minutes of the meetings of the Board may be kept as an electronic record.

Litigation Holds. When litigation against ESU 7 or its employees is filed or threatened, ESU 7 will take all reasonable action to preserve all documents and records that pertain to the issue. Such action will in particular be taken when the litigation may be filed in federal court or otherwise subject to federal rules of discovery.

As soon as ESU 7 is made aware of pending or threatened litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted. E-mail and computer accounts of separated employees that have been placed on a litigation hold will be maintained by the records officer until the hold is released.

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

No employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary action, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

Settlement Agreements. A public written or electronic record of all settled claims shall be maintained.

The record for all such claims settled in the amount of fifty thousand dollars or more (or one percent of the total annual budget of the School District, whichever is less) shall include a written executed settlement agreement. The settlement agreement shall contain a brief description of the claim, the party or parties released under the settlement, and the amount of the financial compensation, if any, paid by or to the School District or on its behalf. Any such settlement agreement shall be included as an agenda item on the next regularly scheduled public meeting of the School Board for informational purposes or for approval if required.

Any such settled claim or settlement agreement shall be a public record. Nonetheless, specific portions of the record may be withheld from the public to the extent permitted or provided by statute.

The foregoing does not apply to claims made in connection with insured or self-insured health insurance contracts.

Legal Reference:	§§ 84-712 to 84-712.09; §§ 84-1201 to 84-1227 Laws 2010, LB 742 State Records Administrator Guidelines: Schedule 10: Records of Local School Districts (Feb. 1989) Schedule 24: Local Agencies General Records (March 2005) Electronic Imaging Guidelines (March 2003)
Date of Adoption:	December 17, 2018
Date of Revision:	August 16, 2021

## Section 7 - Management of Property

### Article III, Section 7, A Community Use of ESU Facilities

ESU facilities are primarily intended for the ESU's mission and programs. ESU facilities are, however, made available for use by outside groups to further the interests of the ESU and the community. Use by non-ESU groups is allowed pursuant to an application process and is subject to the terms and conditions set forth in this policy.

#### Application for Use.

Outside groups that wish to use ESU facilities must submit a completed Application for Use form signed by a representative of the outside group who has authority to commit the outside group to the terms and conditions of the Application. The outside group, as Applicant, shall specify the nature of the intended use, the dates and times of the requested use, and the facilities for which use is requested.

The form shall be developed by the administration. The form shall include the statement that:

This application is subject to the terms of the Board's "Community Use of ESU Facilities" policy (Article III, Section 7, A). The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

#### Acceptance of Application for Use.

Acceptance or rejection of applications shall be the responsibility of the Administrator or the Administrator's designee.

Applications shall not be accepted for any unlawful reason, including unlawful discrimination on the basis of sex, disability, race (**including skin color, hair texture and protective hairstyles**), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities, and including the applicant's legally protected exercise of constitutional or statutory rights.

The ESU's facilities are designated as nonpublic forums. Accordingly, applications shall not be accepted for:

1. Uses that may conflict with or that disrupt the ESU's programs.
2. Uses inconsistent with the mission of the ESU.

3. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; either due to the nature of the requested use or the character of the group or individuals within the group.
4. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.
5. Uses for outside commercial activities except with approval from the Board; and except for camps and other activities for students.
6. Uses that involve gambling or games of chance.
7. Uses that involve a group or activity which advocates or condones the violent overthrow of the Constitution or of the government.
8. Uses that involve the meetings of secret clubs not open to members of the public.
9. Non-community type uses such as wedding receptions, slumber parties, birthday parties, baby showers, personal use and similar activities.

Applications for use of facilities may be denied based on unsuitability of the date or time of the requested use. Facilities may not be available for community use at times when ESU staff are not available to monitor the Applicant's use, such as on legal holidays; before 7:30 a.m.; after 4:30 p.m., Saturdays and Sundays.

Leases of ESU facilities require approval of the Board and are not an aspect of this policy. As such, Applications that request long-term use of facilities in the nature of a lease will be denied.

Applications may be denied based on the determination of the Administrator or the Administrator's designee that the Applicant does not have the financial ability or financial responsibility to pay fees or expenses or to reimburse the ESU for any damages that may be sustained to facilities or equipment or any liability that may be created by the use.

When an Application conflicts with another Application, the Applications will be accepted according to the following priority order:

1. Events or activities that are designed to serve member schools or which are related to any function of the ESU, including approved ESU-community associations and ESU-affiliated non-profit groups.
2. Tax-supported agencies such as educational entities or units of city, county or state government.
3. Nonprofit community agencies such as private educational agencies.
4. Groups where the majority of the members reside within the ESU.

For use conflicts within each group, priority will be given to the first to submit their Application; provided that the Administrator or the Administrator's designee may approve an Application that is not first-filed if the other Applicant's use could be feasibly changed to a non-conflicting time or area.

Applications that are accepted may not be assigned or transferred to another outside group.

Applications that are accepted are subject to cancellation by the Administrator or the Administrator's designee. Cancellation will occur in the event the administration reasonably determines:

1. Any of the reasons for non-acceptance of an application exist.
2. The Applicant fails to meet any term or condition required prior to the use. This includes but is not limited to failure of the Applicant to pay required fees or deposits or failure to show evidence that any required insurance liability is in place.
3. Circumstances make the use unsuitable. This includes but is not limited to:
  - a. The condition of the facilities being unsafe. For example, the presence of snow, ice, fallen limbs or other potential hazards that the ESU would not otherwise clear prior to the activity or event. The Applicant may request that the ESU clear the hazards such that it may proceed with its activity or event. If the ESU agrees to do so, the Applicant shall be responsible for all costs incurred by the ESU in clearing the hazard.
  - b. ESU staff being unavailable to monitor the use or to provide set-up or clean-up services where the ESU has accepted responsibility for such.
  - c. The need to use the facilities for an ESU activity or purpose.

Generally, if the ESU office is closed on the date of the Applicant's intended use due to inclement weather or hazardous conditions, the Applicant's use will be cancelled.

The Applicant shall remain responsible for fees or expenses, and any deposit that has been received by the ESU shall be forfeited and be kept by the ESU, if cancellation occurs because of the fault of the Applicant. Otherwise, the ESU will return any deposit that has been received by the ESU. The ESU will in no event be responsible for any damages, expenses, or losses incurred by the Applicant or any person arising from the cancellation.

An Applicant may withdraw its Application at any time prior to acceptance. An accepted application may be withdrawn by the Applicant, subject to approval of the Administrator or the Administrator's designee. Approval is subject to the conditions that the Applicant has given reasonable advance notice (ordinarily, at least 48 hours) and that the Applicant reimburse the ESU for any expense the ESU has incurred.

#### Conditions of Use.

The conditions for use are as follows:

1. Compliance. Applicant agrees to:
  - a. Comply with all local, state and federal laws, including health and fire codes.

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- b. Comply with Board policies concerning non-discrimination and the use of ESU facilities.
  - c. Comply with reasonable administrative rules related to use of facilities and the requests of ESU officials related to the Applicant's use of the facility.
2. Disclaim ESU Sponsorship. The ESU does not sponsor or endorse the Applicant or the activity or event conducted by the Applicant. To ensure that the public understands this fact, the Applicant agrees to not make any statements suggesting such sponsorship and to publish statements of non-ESU sponsorship in such form and manner as the administration may request.
3. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:
  - a. Is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property.
  - b. Enters any area of the ESU facilities that the Applicant has not been given permission to use, or access any ESU records.
  - c. Engages in the use of tobacco (including electronic nicotine delivery systems), alcohol, vapor, or illegal drugs, or is under the influence of alcohol or illegal drugs.
  - d. Possesses a firearm or a weapon.
  - e. Engages in disorderly, lewd, or lascivious conduct.
  - f. Engages in any criminal behavior.

Applicant shall remove any person from the activity or event who engages in any of the above listed conduct. Applicant agrees to report to the ESU administration by the close of the next business day the identity of any person who engaged in any of the above listed conduct and the details of the conduct. If the offending person is a student, the report shall be made immediately.

In the event the ESU administration determines that the nature of the activity or event warrants the presence of security services, Applicant agrees to provide and pay for such security services.

Applicant agrees to ensure that all persons attending its activity or event are off ESU grounds at the end of its time of permitted use, except for ESU staff or others who are authorized to remain for an ESU-related purpose.

1. Condition of Premises. Applicant agrees to:
  - a. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify the ESU Administrator or a director. In

the event the unsafe condition is not corrected prior to the activity or event, the Applicant shall postpone or cancel the activity or event.

- b. Not use or allow any ESU equipment to be used without express approval of ESU administration.
- c. Not bring or allow others to bring food or beverages on to ESU grounds without express approval of ESU administration.
- d. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
- e. Not use any electrical equipment that has been brought onto the premises without express approval of ESU administration.
- f. Not cause or allow others to cause damage to ESU facilities or equipment.
- g. In the event damages are sustained, Applicant accepts responsibility for reimbursing the ESU for the cost of repair or replacement.
- h. Applicant agrees that the ESU administration's determination that damage was sustained in connection with the Applicant's use, and of the cost of repair or replacement, is controlling.
- i. Applicant shall immediately report to the ESU administration any damage to ESU facilities or equipment that occurs during the Applicant's use of ESU facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day.
- j. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other ESU property to their proper location. The clean-up shall be promptly completed. In the event the ESU provides the clean-up service, Applicant agrees to reimburse the ESU for the cost of such clean-up.
- k. Remove any property brought in by the Applicant and by any person attending the activity or event. The ESU is not responsible for any personal property that is left on the premises.

Financial Responsibility. Applicant agrees to:

1. Procure, at its own expense, a Comprehensive General Liability insurance policy naming the ESU as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.
2. The insurance requirement is subject to waiver by the Administrator or the Administrator's designee where the intended use presents very little potential for injury or damage and the activity or event is designed to serve the ESU's staff or member schools or students of member schools.
3. Indemnify and hold the ESU, the Board, ESU employees and agents of the ESU harmless from any and all claims, demands, causes of action, or lawsuits for any death or personal injury or damage to property sustained during, caused by or arising out of the Applicant's use of ESU facilities.

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Fees for Use.

The ESU Administrator shall establish a daily use fee schedule that establishes rates for specific parts of the ESU facilities. The rates shall be reviewed by the ESU 7 Board on a periodic basis; with the review to occur no less than every two years.

The fee rates shall be in an amount sufficient to cover estimated staff time and direct costs associated with:

1. Processing. Cost of processing the Application, postage, invoicing and coordination of the use.
2. Access. Cost of providing access; such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.
3. Monitoring. Hourly cost of administrative or other professional staff to monitor the Applicant's use to ensure compliance with the terms and conditions of the permitted use.
4. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use and for clean-up after use.
5. Special Equipment. Cost of making special equipment available such as sound and lighting set-up; as ordinarily any permitted use of special equipment will require the presence of a member of the ESU staff who is familiar with proper use of the equipment.

The fee schedule shall be applied evenly to all Applicants, with two exceptions:

1. A different fee may be assessed where the Administrator or Administrator's designee reasonably determines that the Applicant's use will require staff time or cause direct costs different than those used in establishing the fee schedule.
2. A fee waiver or reduced fee rate shall be given for use where the activity or event is designed to serve the ESU's staff or member schools or students of member schools.

Legal Reference:	
Date of Adoption:	December 17, 2018
Date of Revision:	August 16, 2021

## Section 8 - Board Member Attendance

### Article II, Section 8, A Personal Presence at Meetings and Telephone Conference or Videoconference Meetings

Board members must be personally present at the Board meeting in order to vote or otherwise participate in the meeting in their position as a board member. Attendance via telephonic or videoconferencing **virtual conferencing** means is permitted if the procedures for a telephonic or video conference **virtual conference** meeting are followed, and for emergency meetings, if the procedures for an emergency meeting are followed.

The procedures for a telephonic or videoconference **virtual conference** meeting are as follows:

1. Reasonable advance publicized notice must be given ~~which identifies each telephone conference or videoconference location at which a Board member will be present;~~ **including the dial-in number or link to the virtual conference;**
2. ~~All telephone conference or videoconference meeting sites identified in the notice are located within public buildings used by Board members or at a place which will accommodate the anticipated audience;~~
3. **2. Reasonable arrangements are made to accommodate the public's right to attend; hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call or video conference was not used; at a physical site and participate as provided by the Open Meetings Act;**  
**3. Reasonable seating will be provided in at least one designated site in a building open to the public and identified in the meeting notice with at least one member of the ESU Board holding such meeting present at each site;**  
**4. A recording of the meeting's hearing by audio or visual recording devices;**  
**5. A reasonable opportunity for input, such as public comment or questions, will be provided to at least the same extent as would be provided if virtual conferencing was not used;**
4. **6. At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. at each site of the telephone conference call or video conference; The ESU will also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act;**
5. ~~At least one Board member is present at each site of the telephone conference call or video conference identified in the public notice;~~
6. ~~The telephone conference call lasts no more than one hour (there is no time limit for video conference calls); and~~
7. No more than one-half of the **ESU's** Board's meetings **are held by virtual conferencing in a calendar year.** ~~in a calendar year are held by telephone conference call and no~~

~~more than one half of the Board's meetings in a calendar year are held by video conference call.~~

Legal Reference:	§ 84-1411 (2) (3), (5) and (6)
Date of Adoption:	May 21, 2018
Date of Review:	April 19, 2021
Date of Revision:	August 16, 2021

**Article II, Section 9, F ~~Speak~~ [Public Comment](#)**

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, [provide their address, and the organization \(if any\) he/she represents.](#)

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
Date of Revision:	August 16, 2021

August 11, 2021

Educational Service Unit 7 Board

Dear Negotiations Committee:

The ESU 7 Education Association requests that the Board representing the Educational Service Unit 7 take action to recognize ESU 7 Education Association as exclusive bargaining agent for the non-supervisory certificated staff for the 2023-2024 contract year.

Please direct your response to the undersigned.

Sincerely,

A handwritten signature in black ink that reads "Brandy Rose". The signature is written in a cursive, flowing style with a large initial 'B' and 'R'.

Brandy Rose  
Educational Service Unit 7 Education Association

# *DRAFT*

## **Educational Service Unit 7**

### **SAFE RETURN TO SERVICES/INSTRUCTION PLAN**



*Serving the Schools of Boone, Butler, Colfax, Merrick, Nance, Platte, and Polk Counties.*

ESU 7  
2657 44th Ave.  
Columbus, NE 68601  
[www.esu7.org](http://www.esu7.org)

*Last Update: July 26, 2021*

**Discussion and public input - Monday, August 16 @ 5:30 p.m. during regular Board meeting.**

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# Introduction

## **General Information (Pursuant to the Federal American Rescue Plan)**

On March 11, 2021, President Biden signed the American Rescue Plan (ARP) Act of 2021, Public Law. The ARP Act includes nearly \$122 billion for the Elementary and Secondary School Emergency Relief (ESSER III) Fund that allows state and local education agencies (LEAs) to take additional steps for continued safe in-person instruction and to address unfinished teaching and learning to mitigate the COVID-19 pandemic. The ARP Act requires each school district that receives ARP ESSER funds to develop and make publicly available on the school district's website, no later than 30 days after receiving ARP ESSER funds, a plan for the safe return to in-person instruction, and continuity of services for all schools (Safe Return Plan). The ARP Act further requires that the district seek public comment on the Safe Return Plan and take those comments into account in finalization of the Safe Return Plan. A school district must periodically, but no less frequently than every six months through September 30, 2023, review and, as appropriate, revise its Safe Return Plan. ***At this time ESU's do not qualify for aid via ARP.***

The [ESU 7 COVID-19 Return to Services/School Plan](#) initially developed during the summer of 2020 allowed us to remain open and successfully serve our school districts in the safest modality possible given the public health conditions during the 2020-2021 academic year. This document is an update to the plan for the 2021-22 school year to ensure the continuation of services for the 2021-22 school year. The updates are considering the new guidance from the Center for Disease Control (CDC), the Nebraska Association of Local Health Departments (NALHD), the East Central District Health Department (ECDHD), Four Corners Health Department (FCHD), Central District Health Department (CDHD), the Nebraska Department of Education (NDE), and the United States Department of Education (USDE). Although ESUs do not qualify for financial support by the American Rescue Plan (ARP) Act, our school districts must. The contents of this document, the format, components, and name have been revised to meet these same requirements, so we are able to provide comparable services and supports under the same mitigating circumstances as our member school districts.

The ESU 7 safe Return to Services/Instruction Plan will be reviewed at least every 6 months and may be adjusted as new information/guidance becomes available.

## **Plan Development Team**

Larianne Polk, ESU 7 Chief Administrator

Tami Clay, ESU 7 Special Education Director

Marci Ostmeyer, ESU 7 Professional Development Director

Dan Ellsworth, ESU 7 Technology Director and parent of children in ESU 7 region

Leanne Blanchard, Level III Principal and teacher

Amy Mazankowski, Grant Program Coordinator

Tricia Spieker, Speech-Language Pathology Coordinator

Jackie Ternus, School Psychology Coordinator and parent of children in ESU 7 region

Lisa Duranski, Early Childhood Coordinator

Wendy Wolfe, Early Childhood Coordinator

Judy Zadina, Vision Program Coordinator

Cynthia Alarcon, Migrant Education Program Coordinator and parent of children in ESU 7 region

Larry Shefcyk, ESU 7 Maintenance

Linda Shefcyk, ESU 7 Human Resources and Business Manager

Nicki Brigham, Level III Nurse

Troy Loefelholz, ESU 7 Superintendent Executive Committee Chair

## **Guiding Principles**

**Mission:** The mission of ESU 7 is to provide leadership and support by delivering customized and innovative services.

**Planning Purpose:** The purpose of this Safe Return to Services/Instruction Plan is to keep our students, staff, and families safe and in-school should the pandemic situation reoccur. The plan was developed to allow for changes and updates throughout a pandemic, based upon COVID incidences within our community and consideration of guidance from local, state, and federal governments and health officials.

**Schools vs. ESU:** The term “school” is used throughout the ARC guidelines. For the ESU’s purposes, this term has been revised to read “schools/ESU” where appropriate.

# **COVID Transmission Levels**

The plan was developed considering the COVID transmission levels and positivity rates within our ESU 7 region.

If COVID transmission levels/positivity rates increase, this plan may be revised to include additional COVID mitigation measures.

## **Layered Prevention**

The CDC recommends that all schools/ESU implement and layer prevention strategies, including:

- Universal, correct use of masks
- Physical distancing
- Handwashing and respiratory etiquette
- Cleaning and maintaining healthy facilities, and
- Contact Tracing (in combination with isolation and quarantine)

*All prevention strategies provide some level of protection, and layered strategies implemented at the same time provide the greatest level of protection. (CDC)*

## **Components**

### **Universal and Correct Wearing of Masks**

**Mitigating Measures/Safety Protocols:**

1. Face masks are optional for all staff and students on campus.
2. Correct wearing of masks as described by the CDC.
3. Face masks may be required for staff, students, and visitors if COVID cases rise and it is believed that this safety precaution is necessary to prevent further spread and a possible school closure.

## Modifying Facilities to Allow for Physical Distancing

### Mitigating Measures/Safety Protocols:

1. Social distancing measures (goal of maintaining 3 feet between students where feasible) may be taken to prevent the spread of COVID as needed.
2. Non-essential furniture may be removed from classrooms to maximize social distancing between students if needed. Desks will all face the same direction **if** additional preventative measures are needed.
3. Non-essential visitors and volunteers may be limited if case levels increase.
4. Six feet of social distancing may be encouraged for all students **if** COVID cases rise and it is necessary to prevent the further spread and possible school closure.

## Handwashing and Respiratory Etiquette

### Mitigating Measures/Safety Protocols:

1. Proper handwashing, cough and sneeze etiquette will be taught, reinforced and monitored.
2. If handwashing is not feasible, hand sanitizer will be provided and used.

## Cleaning and Maintaining Healthy Facilities and Improving Ventilation

### Mitigating Measures/Safety Protocols:

1. High-touch surfaces will be cleaned routinely (at least daily and between uses when possible).
2. Shared supplies and equipment will be sanitized between uses **if** COVID cases and it is necessary to prevent the further spread and possible school closure.
3. Heating, ventilation and air condition settings will maximize ventilation and bring in as much outdoor air as possible.
4. Air filters will be changed regularly.
5. Windows will be opened if feasible.

## Contact Tracing

### Mitigating Measures/Safety Protocols:

1. If contact tracing, isolation and quarantines are reinstated, ESU 7 will cooperate and coordinate with the East Central District Health Department Four Corners Health Department, and/or Central District Health Department.
2. ESU 7's normal health procedures will be followed, including:
  - a. Students and staff who are sick must stay home.
  - b. Students and staff must be fever free for 24 hours (without medication) before returning.

## Diagnostic and Screening Testing

### Mitigating Measures/Safety Protocols:

1. Students and staff who exhibit COVID-related symptoms will be encouraged to stay home and consult your physician.
2. If COVID levels rise, ESU 7 will consult with local officials to determine if screening should be considered for students, staff, and visitors.

## Vaccination Efforts

### Mitigating Measures/Safety Protocols:

1. ESU 7 provided the opportunity for vaccinations for all staff.
2. ESU 7 will provide information to staff regarding when/how they should receive vaccinations if needed or as requested.
3. ESU 7 will continue to monitor information regarding vaccinations and provide updates to staff when necessary.
4. Vaccination information will be included on the ESU's webpage **if** the need arises.

## Appropriate Accommodations for Children with Disabilities

### Mitigating Measures/Safety Protocols:

1. Student's IEP's and 504 plans will be followed. Accommodations may be included that apply to the health and safety of students, relative to COVID.

## Coordination with State and Local Health Officials

### Mitigating Measures/Safety Protocols:

1. ESU 7 will continue to collaborate with our local and state health department on a regular basis, monitoring case levels and new guidance.
2. Information about levels of community transmission will be combined with information about cases within the district; implementation of prevention strategies will be increased if needed.
3. ESU 7 will implement or revise strategies when necessary.
4. This plan will be revised at least once every 6 months.

## Continuity of Services

### Mitigating Measures/Safety Protocols:

1. It is our goal to continue to provide in-person services and instruction to our school districts and students, addressing their academic, social, emotional, and mental health. We intend to follow the ESU 7 2021-22 calendar delivering services as typical according to the needs of the school districts.
2. If COVID cases rise significantly and we are required to close, every effort will be made to provide these services virtually. All special education services will be provided according to student's IEP's.
3. If COVID cases rise significantly and the ESU is providing virtual services/instruction, the ESU will work with each school district to ensure staff and students have access to the necessary equipment.

## Symptoms Screening

### Mitigating Measures/Safety Protocols:

1. Staff is encouraged to self-screen at home and to follow health department guidance regarding testing, isolation, and quarantine.
2. Parents and guardians are encouraged to screen students for COVID-related symptoms at home, and to follow health department guidance regarding testing, isolation, and quarantine.
3. If necessary to prevent the further spread and possible school closure, on-site symptom checks **may be** reinstated for everyone entering our facilities.

## Other

### **Mitigating Measures/Safety Protocols:**

1. Water fountains will be available. However, students and staff are encouraged to bring water bottles to school/ESU.
2. Self-service food options **may be** limited.

## Itinerant/Traveling Staff

### **Itinerant/Traveling Staff Protocols:**

1. ESU 7 staff are expected to follow the protocol described in this document when delivering services outside the ESU 7 campus.
2. In circumstances where the external location has more restrictive protocols in place, ESU 7 staff are expected to follow the more restrictive protocols.

## Summary

ESU 7 is committed to providing staff and students with a safe, in-person learning environment. The strategies outlined in this plan will be implemented to mitigate the risk of COVID spread in our school/ESU 7 region. The strategies will be reviewed and revised at least every six months based on COVID cases within the ESU 7 area, and any new research/evidence that becomes available.

## Safe Return Plan Documentation Records

### **Planning, Review and Consideration of Public Comment**

July 26, 2021: Draft sent to Plan Development Team for review.  
Aug 12, 2021: Director meeting to discuss, review, and revise the plan  
Aug 13, 2021: Draft shared with all staff and ESU 7 Board for review and

comment.

Aug 13, 2021: Feedback from staff reviewed; suggestions considered

Aug 16, 2021: Final Draft reviewed and discussed at Board meeting; Public Comment open for feedback. Return to Services/Instruction adopted by ESU 7 Board with relevant revisions.

Aug 17, 2021: Final Return to Services/Instruction Plan shared with staff and included on ESU 7 website.

Feb 7, 2022: 6 month review of Plan by Development Team.

Feb 21, 2022: Return to Services/Instruction Plan reviewed by ESU 7 with Public Comment.

Feb 22, 2022: Updated Return to Services/Instruction Plan shared with staff and updated on ESU 7 website.

### **Record of General Comments Received about the Plan**

<b>DATE COMMENT RECEIVED:</b>	<b>LOCATION OR METHOD COMMENT WAS RECEIVED:</b>	<b>GENERAL TOPIC OF COMMENT:</b>

### **Record of Changes made to Original Plan**

<b>DATE PLAN WAS CHANGED:</b>	<b>SECTION OF CHANGE:</b>	<b>DETAILS OF CHANGES MADE:</b>

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A large red geometric graphic consisting of several overlapping trapezoidal shapes, positioned on the left side of the slide.

# ESU 7 Board Meeting

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August 16, 2021

# Admin Report Overview

- Goals
- Vision/Mission/Beliefs
- ESUCC Update
- Board Member Information
- Upcoming Events
- Services Update
- Facilities Update
- Legislative Update
- Personnel
- Committee Reports



# Admin Report - Goals



## 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 to Policy Manual: The Board will work to update and streamline the policy manual.

### Administrator

- **Goal 1:** Develop and deploy a Board Self-Assessment tool to use in establishment of Board goals.
- **Goal 2:** Establish partnerships with local media to assist in communicating ESU 7 services and supports to school districts in the ESU 7 area.
- **Goal 3:** Engage in strategic communication efforts to and among staff and stakeholders regarding programs and services.

### Directors

- **Goal 1:** By August 2022, system processes will be developed, trained, and operational for every agency team department.
- **Goal 2:** By August 2021, complete leadership and evaluation training.

### Agency Team

- **Goal 1:** During the 20-21 school year, the Agency Team will revise and implement the Return to Services/School Plan to address concerns presented by our staff and schools.
- **Goal 2:** Implementing processes

### Departments

- **Administration:** Communication - By May 2021 the Admin Team will have a communication system in place and will use it effectively. Common Invoicing System - By May 2021 will have similar or combined invoicing systems agency wide.
- **Cen7ter:** The jobsite component of the Cen7ter program will be reorganized to be accessible and beneficial for all Cen7ter staff by May 2021.
- **Early Childhood:** Our department selected staffing and retaining staff as our goal, so we can maintain a fully staffed EC team. By May 2021 we will have 3 things our Team can do to encourage new team



members to stay and 3 things we can share with the Agency team to encourage retention for employees.

- **Grants:** By May 2021, the Grants Team will devise a plan to describe and disseminate individual services which are provided by the grant dept.
- **Learning Academy:** During the 36 weeks of instruction, Learning Academy staff will improve our ability to identify and meet student academic, behavioral, and mental health needs.
- **Mental Health:** To strengthen the foundation and awareness of the Mental Health Department by clarifying therapeutic roles, exceptions and ways to support districts needs through the MTSS framework
- **Migrant:** Increase the percentage of eligible migrant students receiving instructional services during the regular school year.
- **Production:** Create a process to eliminate the need for multiple teacher interactions for clarifying ordering and picking up materials.
- **Professional Development:** By May of 2021, develop and implement a procedure for hosting hybrid professional development sessions.
- **Psychology:** During the 2020-21 academic year, we will work as a department with our school districts to complete valid, reliable, and ethical evaluations.
- **Speech:** By the end of the 2020-2021 school year, the SLPs will create individual plans for service delivery by meeting 4/4 objectives at a proficient or distinguished level.
- **Technology:** During the 20 - 21 school year, the technology department will work toward equalizing technology knowledge and abilities among team members.
- **Vision:** By May 2021, the vision team will create a google document with each team member providing 1 resource monthly of ideas to provide students with visual impairments services when in-person instruction is not an option.



# Admin Report - Vision/Mission/Beliefs

## Vision:

To be a leader in innovative service delivery, ESU 7 prioritizes three areas: people, services, and efficiency

- People: To be a family centered place to work where people are inspired to continue to grow.
- Services: Provide innovative services for school districts to meet current and anticipate future needs.
- Efficiency: Maximize our services by scaling them up to optimize outcomes.

## Mission:

The mission of ESU 7 is to provide leadership and support by delivering customized and innovative services.

## Beliefs:

We believe in:

- People first
- Leading with trust and reliability
- Customized and innovative services
- Best practice expertise
- Intentional data driven service planning
- Authentic collaboration
- Maximizing efficiencies



# Admin Report - ESUCC Update

- Educator's Call to Action September 15-17, 2021
- New ESUCC Administrators
  - ESU 13 - Laura Barrett
  - ESU 19 - Fateama Fulmore



# Admin Report - Board Member Information

- Elections 2022 - Filing deadline June 15, 2022
  - District 1 - Richard Stephens
  - District 3 - Jennifer Miller
  - District 5 - Jack Young
  - District 7 - Dan Hoesly
  - District 9 - Joyce Baumert
  - District 11 - Donald Ellison

# Admin Report - Upcoming Events

- 2021 Area Membership Meetings - NASB
  - Norfolk - Wednesday, September 1
  - York - Wednesday, September 15
  - Fremont - Wednesday, September 29
- Notify Mindy tonight if you would like to attend and which one, the registration deadline is approaching.

# Admin Report - Services

- SIMPL Update
- Spotlight - PD (Next Slide)



# Spotlight - PD

## Customizing the ESU 7 Service Plan

**The ESU 7 Board approves the ESU 7 Service Plan in February of each year**

58 SERVICES AT ESU 07

STAFF DEVELOPMENT SERVICES (94-002.05A)

- Coherent Coaching**  
Coherent Coaching for Teachers
- Continuous Improvement Process**  
Analyzing results, selecting goals, implementation of strategies, verifying results, implementation of CP cycle, leadership retreat, SBDRP, data dig @ districts
- Crisis School Safety**  
Workshops, consultation, and on-site support for school safety teams, crisis teams, and threat assessment teams.
- Develop, Review, and Assess Curriculum based on Standards**  
Assisting schools in determining, revising, and aligning curriculum based on current content standards through a three phase process. This process includes understanding instructional skills, unpacking and creating standards, and creating pacing guides. The final phase of this process could include building proficiency scales, program evaluation, and building assessments.

- NWEA Training/Support**  
NWEA Certified Facilitators providing on-site consultation, training, and data analysis for administrators, teachers and staff.
- Other Non-NWEA Content Trainings**  
Trainings and support for content areas not tested through NWEA. Such trainings are for guidance counselors, special education staff, and para educators.
- Personalized PD**  
Assistance/training for teachers (or small groups of teachers) needing assistance with implementing specific strategies.
- Principal Coaching**  
Coaching/Consulting for Principals
- Principal Development**  
ESU 7 Principals have the opportunity to meet 5 times each year for opportunities to collaborate. Additionally, principal trainings are scheduled as needs are identified.



**The ESU 7 PD Team (along with some friends;) meets individually with each district to customize the service plan to fit the needs of the district in February and March.**

### Who does what?

PD Secretary Cindy Wieser	PD Coordinators & Director	Everyone in the meeting
<ul style="list-style-type: none"> <li>Distributes a sign up spreadsheet to our superintendents for them to find a time to Zoom with our team</li> <li>Reaches out to each school to acquire their school calendars for the following year</li> <li>Creates documents for the team to use within the consultation meeting</li> </ul>	<ul style="list-style-type: none"> <li>Provide insight on current known needs for schools</li> <li>Shares information regarding priorities from previous years that may need attention for the following year</li> <li>Leads the meetings for their specific schools</li> <li>Sends a summary of the meeting to the districts following our meeting</li> <li>Follows up with the district late May or early June</li> </ul>	<ul style="list-style-type: none"> <li>Asks for the goals and priorities for each school and sits quietly while they speak</li> <li>Alert schools to upcoming events which might impact their needs</li> <li>Offer expertise in our specific areas</li> <li>Put dates on our calendars for the following year</li> </ul>



School's District Annual Consultation for 2021-2022

Priorities			
ESU 7 Support Personnel	Focus	Ideal Implementation Level (to be completed in summer conversation)	Date/Time
Present at Consultation:			

# Admin Report - Facilities

- Door Update
- Parking Lot Update
- Audio/Visual Update
- Sidewalks
- North Building entryway

# Admin Report - Legislative Update

- Monday, September 13 - Thursday, September 30
  - Tentative dates for special legislative session regarding redistricting
- Friday, October 29
  - The Nebraska Economic Forecasting Advisory Board meets at 1:00pm - State Capital, Room TBA, Lincoln, NE



# Admin Report - Personnel (New Hire)

- Lori Dingel, Early Childhood Special Education Teacher



# Admin Report - Personnel

## 2021-2022 Contract Renewals

- Abigail Focht, Paraprofessional
- Ana Santos Reyes, MEP Education Program Recruiter
- Angie Arndt, Department Secretary
- Carolyn Koch, Bookkeeper
- Chris Chvala, Computer Support Specialist
- Chris Hilliard, District Technology Coordinator
- Cindy Wieser, Department Secretary
- Darlene Rodriguez, MEP Education Program Recruiter
- David Vanderheiden, District Technology Coordinator
- Elizabeth Lawrence, Department Secretary
- Isaura Barreto, MEP Education Program Recruiter
- Janet Ciboron, Production Personnel
- Jason Trotter, District Technology Coordinator
- Jennifer Rivera, MEP Education Service Provider
- Joan Hassebrook, Production Personnel
- Kim Ruger, Production Personnel/Paraprofessional
- Larry Shefcyk, Custodian/Maintenance
- Linda Shefcyk, Business Manager
- Maria del Socorro Rodriguez-Borquez, MEP Education Service Provider
- Mayra Vargas, Department Secretary
- Megan Kassing, Bookkeeper
- Mindy Reed, Executive Secretary
- Nancy Smith, Production Personnel
- Nathalie Vargas, MEP Education Service Provider
- Yaribey Rodriguez, MEP Education Service Provider
- The Migrant Department will hire school tutors throughout the year as necessary as classified following the Migrant Education Grant regulations.

# Admin Report - Personnel (Resignations)

- Rosa Waldrop



# Committee Reports

- Budget Committee Meeting
- Negotiations Committee Report
- Administrator Evaluation Committee Report





# ESU 7 Goals

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- Early Childhood: Our department selected staffing and retaining staff as our goal, so we can maintain a fully staffed EC team. By May 2021 we will have 3 things our Team can do to encourage new team



*Serving the schools of Boone, Butler, Colfax, Merrick, Nance, Platte, and Polk counties*

members to stay and 3 things we can share with the Agency team to encourage retention for employees.

- Grants: By May 2021, the Grants Team will devise a plan to describe and disseminate individual services which are provided by the grant dept.
- Learning Academy: During the 36 weeks of instruction, Learning Academy staff will improve our ability to identify and meet student academic, behavioral, and mental health needs.
- Mental Health: To strengthen the foundation and awareness of the Mental Health Department by clarifying therapeutic roles, exceptions and ways to support districts needs through the MTSS framework
- Migrant: Increase the percentage of eligible migrant students receiving instructional services during the regular school year.
- Production: Create a process to eliminate the need for multiple teacher interactions for clarifying ordering and picking up materials.
- Professional Development: By May of 2021, develop and implement a procedure for hosting hybrid professional development sessions.
- Psychology: During the 2020-21 academic year, we will work as a department with our school districts to complete valid, reliable, and ethical evaluations.
- Speech: By the end of the 2020-2021 school year, the SLPs will create individual plans for service delivery by meeting 4/4 objectives at a proficient or distinguished level.
- Technology: During the 20 - 21 school year, the technology department will work toward equalizing technology knowledge and abilities among team members.
- Vision: By May 2021, the vision team will create a google document with each team member providing 1 resource monthly of ideas to provide students with visual impairments services when in-person instruction is not an option.

# Customizing the ESU 7 Service Plan

**The ESU 7 Board approves the ESU 7 Service Plan in February of each year**

58 SERVICES AT ESU 07

**STAFF DEVELOPMENT SERVICES (84-002.05A)**

**Classroom Coaching**

Cognitive Coaching for Teachers

**Continuous Improvement Process**

Analyzing results, selecting goals, implementation of strategies, verifying results, implementation of CIP cycle, leadership retreat, SIMPL data dig @ districts

**Crisis/ School Safety**

Workshops, consultation, and on-site support for school safety teams, crisis teams, and threat assessment teams.

**Develop, Revise, and Assess Curriculum based on Standards**

Assisting schools in developing, revising, and aligning curriculum based on current content standards through a three-phase process. This process includes understanding instructional shifts, unpacking and prioritizing standards, and creating pacing guides. The final phase of this process could include building proficiency scales, program evaluation, and building assessments.

**NWEA Training/Support**

NWEA Certified Facilitators providing on-site consultation, training, and data analysis for administrators, teachers and staff.

**Other/Non-NSCAS Content Trainings**

Trainings and support for content areas not tested through NSCAS. Such trainings as for guidance counselors, special education staff, and para educators.

**Personalized PD**

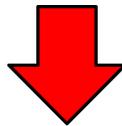
Assistance/mentoring for teachers (or small groups of teachers) needing assistance with implementing specific strategies.

**Principal Coaching**

Cognitive Coaching for Principals

**Principal Development**

ESU 7 Principals have the opportunity to meet 5 times each year for opportunities to collaborate. Additionally, principal trainings are scheduled as needs are identified.



**The ESU 7 PD Team (along with some friends;) meets individually with each district to customize the service plan to fit the needs of the district in February and March.**

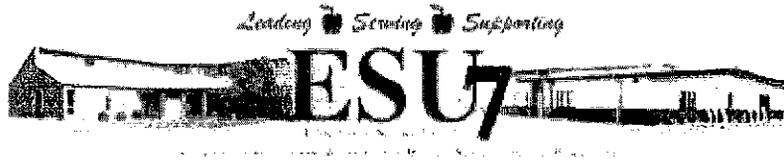
## Who does what?

PD Secretary Cindy Wieser	PD Coordinators & Director	Everyone in the meeting
<ul style="list-style-type: none"> <li>Distributes a sign up spreadsheet to our superintendents for them to find a time to Zoom with our team</li> <li>Reaches out to each school to acquire their school calendars for the following year</li> <li>Creates documents for the team to use within the consultation meeting</li> </ul>	<ul style="list-style-type: none"> <li>Provide insight on current known needs for schools</li> <li>Shares information regarding priorities from previous years that may need attention for the following year</li> <li>Leads the meetings for their specific schools</li> <li>Sends a summary of the meeting to the districts following our meeting</li> <li>Follows up with the district late May or early June</li> </ul>	<ul style="list-style-type: none"> <li>Asks for the goals and priorities for each school and sits quietly while they speak</li> <li>Alert schools to upcoming events which might impact their needs</li> <li>Offer expertise in our specific areas</li> <li>Put dates on our calendars for the following year</li> </ul>



School's District Annual Consultation for 2021-2022

Priorities			
•			
ESU 7 Support Personnel	Focus	Ideal Implementation Level (to be completed in summer conversation)	Date/Time
<u>Present at Consultation:</u>			



Office Use Only:	
Degree	* <u>MA</u>
Hours Earned	* <u>36</u>
Experience	* _____
Index	* <u>1.73</u>
FTE	* <u>1.0</u>
Salary + Equity	<u>\$62,454.57 + 11,418.00</u>
*Anticipated for (2021-2022 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 Lori Dingel, hereinafter referred to as the "Party".

**WITNESSETH:** That ESU7 hereby agrees to employ the above named Party in the assignment of Early Childhood Teacher for school year 2021-2022, subject to the following terms and conditions:

1. **Term of Employment.** This agreement shall commence on the 13 day of August, 2021. This agreement shall terminate on the 20 day of May, 2022 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 20<sup>th</sup> day of each month thereafter.
  
3. **Fringe Benefits:** ESU7 agrees to pay such part of the health and dental insurance premium of the party as may be agreed upon in negotiations between ESU7 and bargaining organization or organizations of the party, providing said party opts to participate in such an insurance program.
  
4. **Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If

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

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

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

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

Job Duty	FTE	Days	Compensation	Equity Pay

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

Executed by the Board of ESU 7 this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary, Board of ESU 7

\_\_\_\_\_  
President, Board of ESU 7

Executed by the Party this 2 day of Aug, 2021.

Lori Dingel  
Lori Dingel (Aug 2, 2021 15:47 CDT)  
\_\_\_\_\_  
Party

# '21-'22 Contract

Final Audit Report

2021-08-02

Created:	2021-08-02
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAA_ivUvzHo6YDuMEQcLV9y9fejdZJ6qhs

## "'21-'22 Contract" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)  
2021-08-02 - 1:50:52 PM GMT
-  Document emailed to Lori Dingel (ldingel@hotmail.com) for signature  
2021-08-02 - 1:54:42 PM GMT
-  Email viewed by Lori Dingel (ldingel@hotmail.com)  
2021-08-02 - 5:43:22 PM GMT
-  Document e-signed by Lori Dingel (ldingel@hotmail.com)  
Signature Date: 2021-08-02 - 6:47:44 PM GMT - Time Source: server
-  Agreement completed.  
2021-08-02 - 6:47:44 PM GMT

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## LORI L. DINGEL

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P.O. Box 728 Lake Park, IA. 51347  
[Loridingel@hotmail.com](mailto:Loridingel@hotmail.com)

PH. (712) 330-0854

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### Elementary or Special Education Teacher

~Grades K-8~

- Dedicated, resourceful, and goal oriented professional educator with a solid commitment to the social and academic growth and development of all students.
  - Aptitude to remain flexible by ensuring that all students' needs and abilities are addressed through differentiation, alternate assessment, and instructional best practices.
  - An accommodating and versatile individual with the talent to develop inspiring hands-on lessons that will capture a student's imagination and inspire success.
  - Superior interpersonal and communication skills to foster meaningful relationships with students, staff, and parents.
- 

### Areas of Teaching Proficiency include the Following:

Alternate Assessment	Mandt Training
Guided Reading	Curriculum Development
Individual Education Plan (I.E.P.)	Classroom Management
Creative Lesson Planning	Differentiation
Technology Integration	Mentoring/Sign Language
Smart Board Training	Standardized Testing
Teacch Training	Plato Learning Environment

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### Education & Qualifications

#### Morningside College

Sioux City, Iowa

<i>Summer 2012</i>	Extended Learning	3 credit hours
<i>Fall 1999-Summer 2009</i>	Masters Degree +30- <b>Learning Disabilities (K-8) &amp; Athletic Coach (K-12)</b>	
<i>Fall 1996-Spring 1999</i>	Special Education Degree- <b>Behavioral Disorders (K-8), Multicategorical Special Class with Integration (K-8), Instructional Strategist 1: Mild/Moderate (K-8)</b>	

#### Wayne State College

Wayne, Nebraska

<i>Spring/Summer 2001</i>	Learners Edge-6 credit hours- <b>Masters +36</b>
<i>Fall 1986-Spring 1990</i>	Elementary Education Degree- <b>(BAE) (K-6)</b>

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## **Professional Teaching Experience**

**K-4 Resource Teacher**

**Washington Elementary, Norfolk Nebraska**

***August 2019-still working***

- Teach K-4 Resource with a focus on Reading, Math, Written Language, and Social/Behavioral Skills. I use the Nebraska state standards and benchmarks as a basis for my classroom teaching.

**4-8 Resource Teacher**

**Graettinger-Terril Community School District**

***August 2017-May 2019***

- Teach 4-8 Resource students with a focus on Reading, Math, Written Language, and Social/Behavioral Skills. I focus on setting up student goals using the Iowa Core Standards and Benchmarks.

**Substitute Teacher**

**Multiple School Districts in Iowa and Minnesota**

***August 2015-May 2017***

- Substitute Teacher for all grade levels including Elementary, Special Education, Junior High, and High School classrooms

**Sylvan Learning Center-Lead Teacher**

**Spirit Lake, Iowa**

***October 2012-December 2013***

- Taught students Reading and Math on an Ipad to enhance their reading comprehension, sight word recognition, and math computation skills.

**Independent School District 518**

**Worthington, Minnesota**

***August 2010-May 2011***

- Special Education Teacher-5<sup>th</sup> grade DCD and Edge After School Program. Taught 5<sup>th</sup> grade DCD students in an integrated setting along with integration of the 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grade DCD students throughout the day. Taught 5<sup>th</sup> and 6<sup>th</sup> grade ESL students a couple nights a week on academics and enrichment activities after school. CEU HOURS-32 and passed the Praxist Test.

**MOC-Floyd Valley**

**Orange City, Iowa**

***August 2009-May 2010***

- Special Education Teacher-9<sup>th</sup>-12<sup>th</sup> SCI Room/Resource Room focusing on the computer program: Plato Learning Environment.

**Sioux City Community School District**

**Sioux City, Iowa**

***September 1990-May 2009***

- Unity Elementary School-4<sup>th</sup> and 5<sup>th</sup> grade MD Teacher and 2<sup>nd</sup> grade tutor for Math. (August 2008-May 2009)
- Home Schooled a Kindergarten MD student (October/November 2008)
- Pathwise Teacher Induction Program: Mentored a first and second year teacher on the districts standards, benchmarks, alternate assessment (August 2007-May 2009)
- Sunnyside Elementary School-3<sup>rd</sup>-5<sup>th</sup> MD Moderate Teacher (August 2006-May 2008 & August 2000-May 2004)
- Nodland Elementary School-K-2 MD Mild Teacher (August 2005-May 2006)
- Hunt Elementary School-K-2 Resource Teacher and 2<sup>nd</sup> grade tutor for SINA Math (August 2004-May 2005)

- Joy Elementary School-Taught Beyond the Bell (after school program) to K-4<sup>th</sup> grade (May 2002-August 2004)
  - Hayworth Middle School/West High School-Taught a severely autistic student in a 1x1 self-contained classroom and taught summer school to children ages 5-10 (September 1996-March 2000)
  - Little Angels & Morningside Preschools-taught 3-5 year olds in an integrated setting using a variety of strategies (September 1990-May 1995)
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### Non-Professional Experience

- **Fairplay Golf Course** **Norfolk, Nebraska**  
*Clerk/Bartender*  
Provide assistance with maintaining the golf course through answering the phone and setting up tee times, taking green fees, bartending, giving keys for carts, and providing human services by recruiting members.
  - **Bridges Bay Hotel and Resort** **Spirit Lake, Iowa**  
*Director of First Impressions*  
I set up hotel reservations, check customers in and out of the resort, provide quality assurance and hospitality services, auditing and accounting, and daily computer experience on IQ Ware. (June 2017-Aug. 2017)
  - **Hope Haven** **Spirit Lake, Iowa**  
*Community Living Coach*  
Provide support and protective oversight to adults with a variety of special needs and mental disabilities. (Continued trainings and course work-CPR/1<sup>st</sup> aid/ medication management/child and adult abuse training/ ect.) (June 2015-Sept. 2015)
  - **Midsioux Opportunities** **Remsen, Iowa**  
*Child Care Resource and Referral*  
Child Care Consultant for Clay, Dickinson, Osceola, and Obrien Counties (January 2014-June 2015) (Completed 179 Training Hours with certificates- webinars and group settings).
  - **MRCI** **Mankato, Minnesota**  
*In-Home Assistant for a 9 year old boy with Developmental Disabilities* (March 2011-November 2013)
- 

### References

**Mrs. Susan Voehl, RN BSN**  
137286 730<sup>th</sup> Street  
Lakefield, Minnesota 56150  
Ph #: (507) 350-9472

**Ms. Andrea Rohrbaugh,**  
Direct Support Professional  
1331 470<sup>th</sup> Ave.  
Doliver, Iowa 50531  
Ph#: (712) 209-2563

**Ms. Tara Brtek**  
K-4 School Counselor  
421 Market Place  
Norfolk, Nebr. 68701  
Ph. # (916) 712-9612

**Mrs. Cindy Brown,**  
Service Coordinator  
3001 Spring Street  
Omaha, Nebr. 68105  
Ph. #: (402) 943-7058

**Mr. Jon Erickson**

Manager at Fairplay Golf Course

55427 837<sup>th</sup> Rd. #1220

Norfolk, Ne. 68701

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July 6, 2021

To Whom It May Concern:

This is to inform you that my last day working for ESU7 will be July 23. Thank you for this opportunity.

Sincerely,

Rosa Waldrop