



Regular Board of Education Meeting

Monday, June 17, 2024 at 3:30 PM

Educational Service Unit 7, A/B Conference Room  
2567 44th Avenue  
Columbus, NE 68601

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.

1.1. 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.

1.2. Roll Call

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

1.3. Absent Board Members

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

**Rationale:**

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

**Recommended Motion(s):**

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

1.4. 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.

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

**Recommended Motion(s):**

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

3. June Spotlight - Speech

4. Virtual Conferencing Option

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

**Rationale:** Nebraska Revised Statute § 84-1411 authorizes virtual meetings for educational service units if the requirements of subdivision (2)(b) are met. The board will determine if next month's board meeting should allow for a virtual conferencing option.

**Administrator Recommendation:** Discuss, consider and take any necessary action to approve the virtual conferencing option for the August board meeting.

**Recommended Motion(s):**

Discuss, consider and take any necessary action to approve the virtual conferencing option for the August board meeting Passed with a motion by Board Member #1 and a second by Board Member #2.

5. Welcome Visitors

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

6. 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.

7. Buildings and Grounds Committee Report

**Speaker(s):** Buildings and Grounds Committee Chair

**Rationale:** The Buildings and Grounds Committee Chairperson will provide an update.

8. Board Vacancy - District 3

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

**Rationale:** Board Member, Jennifer Miller, submitted her resignation on May 20, 2024. NEB. REV. STAT. § Section 32-562 requires the vacancy to be accepted by the rest of the board. Further, Section 32-574 states, "Unless otherwise provided by law, all vacancies shall be filled within forty-five days after the vacancy occurs unless good cause is shown that the requirement imposes an undue burden."

District 3 includes the following school districts: Columbus Public, Fullteron, High Plains, Humphrey, Lakeview, Palmer, St. Edward, and Twin River.

**Administrator Recommendation:** Discuss, consider and take any action necessary to approve the resignation as District 3 Board Member submitted by Jennifer Miller.

**Recommended Motion(s):**

Discuss, consider and take any action necessary to approve the resignation as District 3 Board Member submitted by Jennifer Miller Passed with a motion by Board Member #1 and a second by Board Member #2.

9. District 3 Board Application

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

**Rationale:** An application has been received for the board vacancy in District 3. NEB. REV. STAT. § Section 79-1217(2) states that the appointee will serve "for the balance of the unexpired term" of the board spot that has been vacated. Applications were submitted by:

- Amy E. Blaser, resides in the Columbus Public Schools district region.

**Administrator Recommendation:** Discuss, consider, and vote to approve the resolution appointing Amy E. Blaser to the Educational Service Unit No. 7 Board position based on a vacancy for a term ending on December 31, 2026.

**Recommended Motion(s):**

Discuss, consider, and vote to approve the resolution appointing Amy E. Blaser to the Educational Service Unit No. 7 Board position based on a vacancy for a term ending on December 31, 2026 Passed with a motion by Board Member #1 and a second by Board Member #2.

10. Election of Secretary of Board of Education

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

**Rationale:**

**Administrator Recommendation:** Discuss, consider and take any necessary action to elect \_\_\_\_\_ as Secretary of Board of Education.

**Recommended Motion(s):**

Discuss, consider and take any necessary action to elect \_\_\_\_\_ as Secretary of Board of Education Passed with a motion by Board Member #1 and a second by Board Member #2.

11. 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
- Other routine agenda items

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

**Recommended Motion(s):**

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

11.1. Minutes

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

**Rationale:**

**This is a consent item.**

11.2. Presentation of Bills #78098 through #78241 totaling \$1,274,539.62

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

**Rationale:**

The summary of bills for the current month total:\$1,274,539.62 - Bills #78098 through #78241

General Activity Fund total: \$0

	Amount	Vendor	Description
78106	\$7,500.00	Ann Elise Record	EC K-2 contracted service
78112	\$41,075.14	Capitol One	Technology equipment
78116	\$15,007.05	Central NE Rehab services	Speech professional speaker
78128	\$12,448.08	ESU 1	Regional grant contracted service
78132	\$27,654.44	ESUCC	SRS Fees
78143	\$5,644.83	Hy-Vee	Homeless grant visa cards for school districts

78154	\$9,750.00	Linewize	Technology equipment
78158	\$53,112.00	M&O Metals	Safety grant - door upgrade at Immanuel Lutheran
78170	\$241,992.90	Rutt's Heating and Air	1st HVAC remodel payment
78179	\$5,352.60	State of NE DAS State Accounting	Network service charges
78241	\$10,000.00	Legacy Leadership LLC	NNNC contracted service

**This is a consent item.**

11.3. Resignations

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

**Rationale:**

- Melinda Velecela, Migrant Education Program Education Liaison

**This is a consent item.**

11.4. 2024-2025 Contract for Amy Slama, Grant Coordinator

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

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

11.5. 2024-2025 Contract for Cara Neesen, Student Services Principal

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

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

11.6. 2024-2025 Contract for Kassandra Cornwell, Provisionally Licensed Mental Health Practitioner

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

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

11.7. 2024-2025 Contract for Lynne Webster, Licensed Mental Health Practitioner

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

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

11.8. 2024-2025 Contract for Megan Welch, Mental Health Practitioner

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

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

11.9. 2024-2025 Contract for Merridie Kaup, Mental Health Practitioner

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

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

11.10. 2024-2025 Contract for Tami Clay, Special Education Director

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

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

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

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

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

12. Treasurer's Report

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

**Rationale:** Review the breakdown of the Treasurer's Report.

**Administrator Recommendation:** Discuss, consider and take any action necessary to approve the Treasurer's Report as presented.

**Recommended Motion(s):**

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

13. Reading of Article IV, Section 9, F Bereavement Leave

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

**Rationale:**

- *Immediate Family.* Paid family bereavement leave of 3 **consecutive** days is available in the event of the death of an immediate family member. The term "immediate family" for this purpose means the employee's spouse, child, parent, grandparent, grandchild, **and** sibling, **stepparents, stepsiblings and stepchildren** and family members standing in the same relation to the employee's spouse (in-laws). Family bereavement leave of 3 days is available for each such death. **Additional days for bereavement may be charged as sick leave with Administrator or designee approval.**
- *Non-Immediate Family.* Non-family bereavement leave of **4 2 days** is available for the death of a person who is not an immediate family member, but with whom the employee was so close that the employee would be expected to attend the person's funeral. Non-family bereavement leave requires advance approval of the employee's supervisor. **Employees may request two additional bereavement days for non-immediate family without loss of pay from the Administrator or designee. Leave granted will be charged against sick leave.**

**Administrator Recommendation:** Discuss, consider and take all necessary action to approve Article IV, Section 9, F Bereavement Leave as presented.

**Recommended Motion(s):**

Discuss, consider and take all necessary action to approve Article IV, Section 9, F Bereavement Leave as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

14. Authorization of the Administrator to Pay July Bills in absence of July Board Meeting

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

**Rationale:**

The ESU 7 Board of Education will not meet in July, 2024. 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.

**Administrator Recommendation:** Discuss, consider and take any action to approve the Administrator's payment of bills in July 2024.

**Recommended Motion(s):**

Discuss, consider and take any action to approve the Administrator's payment of bills in July 2024 Passed with a motion by Board Member #1 and a second by Board Member #2.

15. Budgeting for additional 1% Budget Authority

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

**Rationale:**

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 2024-2025, 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.

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

**Recommended Motion(s):**

Discuss, consider and take any necessary action to approve the additional 1% in budgeted tax asking Passed with a motion by Board Member #1 and a second by Board Member #2.

16. Monday, September 16 at 5:15 p.m. in the ESU 7 Oak Room - Budget Hearing and Budget Summary, followed by the Final Tax Request Hearing, and then followed by the Regular Board Meeting

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

**Rationale:** Monday, September 16 at 5:15pm in the ESU 7 Oak Room - Budget Hearing and Budget Summary, followed by the Final Tax Request Hearing, which will be followed by the Regular Board Meeting to start at 5:30pm or when the Final Tax Request Hearing is concluded, whichever is later.

**Administrator Recommendation:** Discuss, consider and take any necessary action to approve the Monday, September 16 schedule for the Budget Hearing and Budget Summary, Final Tax Request Hearing, and the Regular Board Meeting as presented.

**Recommended Motion(s):**

Discuss, consider and take any necessary action to approve the Monday, September 16 schedule for the Budget Hearing and Budget Summary, Final Tax Request Hearing, and the Regular Board Meeting as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

17. ESU 7 Employee Benefit Solutions - Omnify

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

**Rationale:** Omnify is amending and restating the ESU 7 flexible spending account (FSA) plan.

**Resolved,** that the form of amended and restated Welfare Benefit Plan, effective September 01, 2024, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper

agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

**Resolved**, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

**Resolved**, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

**Administrator Recommendation:** Discuss, consider, and take any necessary action to adopt the resolutions as presented.

**Recommended Motion(s):**

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

18. Resolution on Training Requirements

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

**Rationale:** After the passage of LB 1329, school districts are required to determine the length of time for every required annual training. ESU 7 will follow the same requirements for the same trainings we do for our pre-service days.

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

**Recommended Motion(s):**

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

19. Administrator's Report General

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

**Rationale:**

- After July:
  - Public Comment has to be at every meeting, even work sessions
- Professional Development and Production/Print Shop Report - Director Ostmeyer
- Special Education Report - Director Clay
- Technology Report - Director Ellsworth
  - Nebraska Cybersecurity Network Update
  - AV Work
- Future 2024 Events
  - NASB Area Membership Meeting in Fremont, NE (September 18, 2024)

- NASA/NASB Labor Relations Conference in Lincoln, NE (October 2-3, 2024)
- NASA/NASB State Education Conference in Omaha, NE (November 20-22, 2024)
- AESA Annual Conference in Orlando, FL (December 4-6, 2024)

#### 19.1. Goal Update

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

**Rationale:**

- Goal 1: 100% Complete
- Goal 2: 83% Complete
- Goal 3: 94.8% Complete
  - School District Board Meetings Completed:
    - David City - 10/10/2022
    - Osceola - 10/10/2022
    - East Butler - 10/12/2022
    - Boone Central - 11/14/2022
    - High Plains - 1/9/2023
    - Fullerton - 2/13/2023
    - Clarkson - 3/15/2023
    - Central City - 3/15/2023
    - Cross County - 5/8/2023
    - Palmer - 9/11/2023
    - Howells-Dodge - 10/11/2023
    - Columbus Public - 11/13/23
    - Humphrey - 11/13/23
    - Lakeview - 12/11/23
    - Leigh - 1/17/24
    - St. Edward - 2/12/24
    - Schuyler - 2/12/24
    - Shelby-Rising City - 3/14/24
  - School District Board Meeting rotation will start back in October 2024.
    - Twin River will not be completed in the two-year rotation. This will be scheduled in the Fall of 2024.
- Goal 4: 100% Complete

#### 19.2. Services Update

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

**Rationale:**

- Update on Regional PD Day in 2025
  - January 3, 2025 from 8:00am-4:00pm  
Items inside this item include visit updates, quarterly report, director reports, etc.

#### 19.3. Personnel

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

**Rationale:** All Classified/Non Certificated Hires and Resignations under this item. Not an action item.

19.3.1. Additional Migrant Education Program Summer Work Agreements

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

**Rationale:** Additional Migrant Education Program Summer Work Agreements:

- Anne Baptiste
- Meghan Wolfe
- Shanda Hall
- Maria Bonilla
- Laurin Weldon
- Josh McPhillips
- Harriet (Kibalya) Nalumansi
- Iris Medina Gonzalez
- Abigail Gascon

19.3.2. Personnel - 2024-2025 Contracts

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

**Rationale:** 2024-2025 Contracts offered and authorized by Chief Administrator Polk for the following staff:

- Alicia Hastreiter, Paraprofessional
- Ashley Lerch, Paraprofessional
- Barb Brockhaus, Paraprofessional
- Breena Walkenhorst, Paraprofessional
- Brenda Hake, Paraprofessional
- Christine Barber, Paraprofessional
- Harriet Nalumansi, Paraprofessional
- Jeri Glenn, Paraprofessional
- Joanna Terrazas, Paraprofessional
- Kaedyn Stary, Paraprofessional
- Kaylee Olmer, Paraprofessional
- Kristen Cattau, Paraprofessional
- Maelee Schleich, Paraprofessional
- Melissa Schwichtenberg, Paraprofessional
- Tammy Semrad, Paraprofessional
- Tiffany Hackett, Paraprofessional
- Kris Johnson, Brailist
- Kaedyn Stary, Summer Production Personnel
- Wendy Shotkoski, Summer Production Personnel
- Emma Moore, Technology Trainee

19.4. Legislative Update

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

**Rationale:** Special Session:

- Cutting Property Taxes
- Winner Takes All

19.5. AESA Annual Conference

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

**Rationale:** The 2024 AESA Annual Conference Information Request form will be emailed to all board members. Please indicate if you intend on attending and fill out the necessary information and submit the form to Secretary to the Board, Mindy Reed by August 2, 2024.

20. Committee Reports

**Speaker(s):** Committee Chair

20.1. Budget Committee Report

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

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

**Committee Recommendation:**

21. Adjournment

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

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

# NEBRASKA OPEN MEETINGS ACT

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

**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.

**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, (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, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

(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.

**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.

**84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; 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 website. (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 website; 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; and (xiii) A natural resources district. (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 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 subsection (5) of section 84-1413. (8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if: (a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body; (b) No action is taken by the public body at the virtual meeting; and (c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

**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.

**84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; 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 or kept as an electronic record and shall be 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 or keeping the minutes is absent due to a serious illness or emergency.

(6) 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 website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website 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 website for at least six months.

**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.

**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.

Revised  
4-2022



PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.  
233 South 13th Street, Suite 1400,  
Lincoln, NE 68508  
(402) 476-9200  
perrylawfirm.com



Nebraska Council  
of School Administrators  
455 South 11<sup>th</sup> Street, Suite A  
Lincoln, NE 68508  
(402) 476-8055  
ncsa.org

# Speech Language Pathology (SLP) Department

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2024 Board Presentation

# Our 24'-25' Team

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47 Years of Experience  
45 Years at ESU7

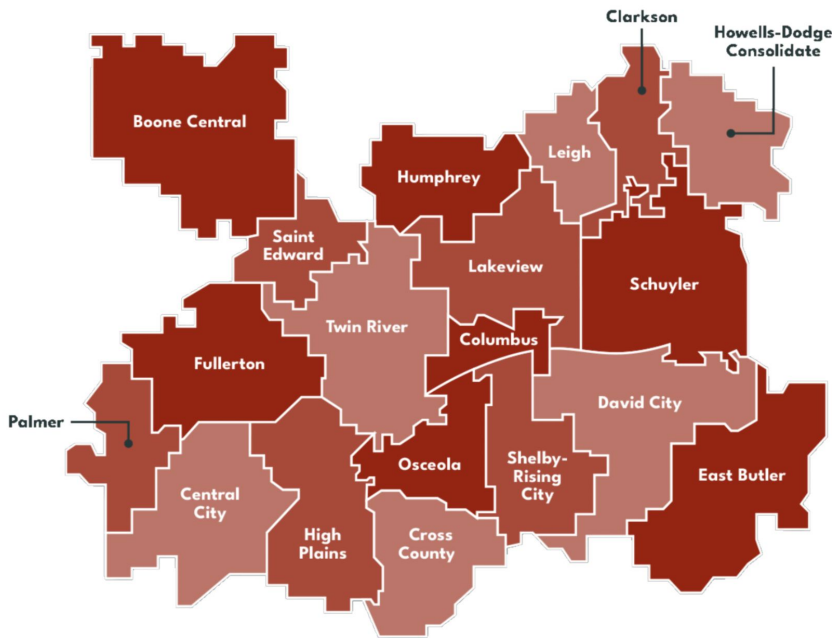
# Districts Served

## 23'-24' School Year

- East Butler
- Schuyler Public
- Howells-Dodge
- Humphrey
- St. Edward
- High Plains

## 24'-25' School Year

- Columbus Public
- Howells-Dodge
- Humphrey
- St. Edward
- High Plains
- Osceola
- ESU7 Programs



# 2023-2024 Impact

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**347**

Students  
Served



**372**

IEP  
Meetings  
Attended



**134**

Evaluations  
Completed



**55**

Student  
Dismissals

# Treatment Areas

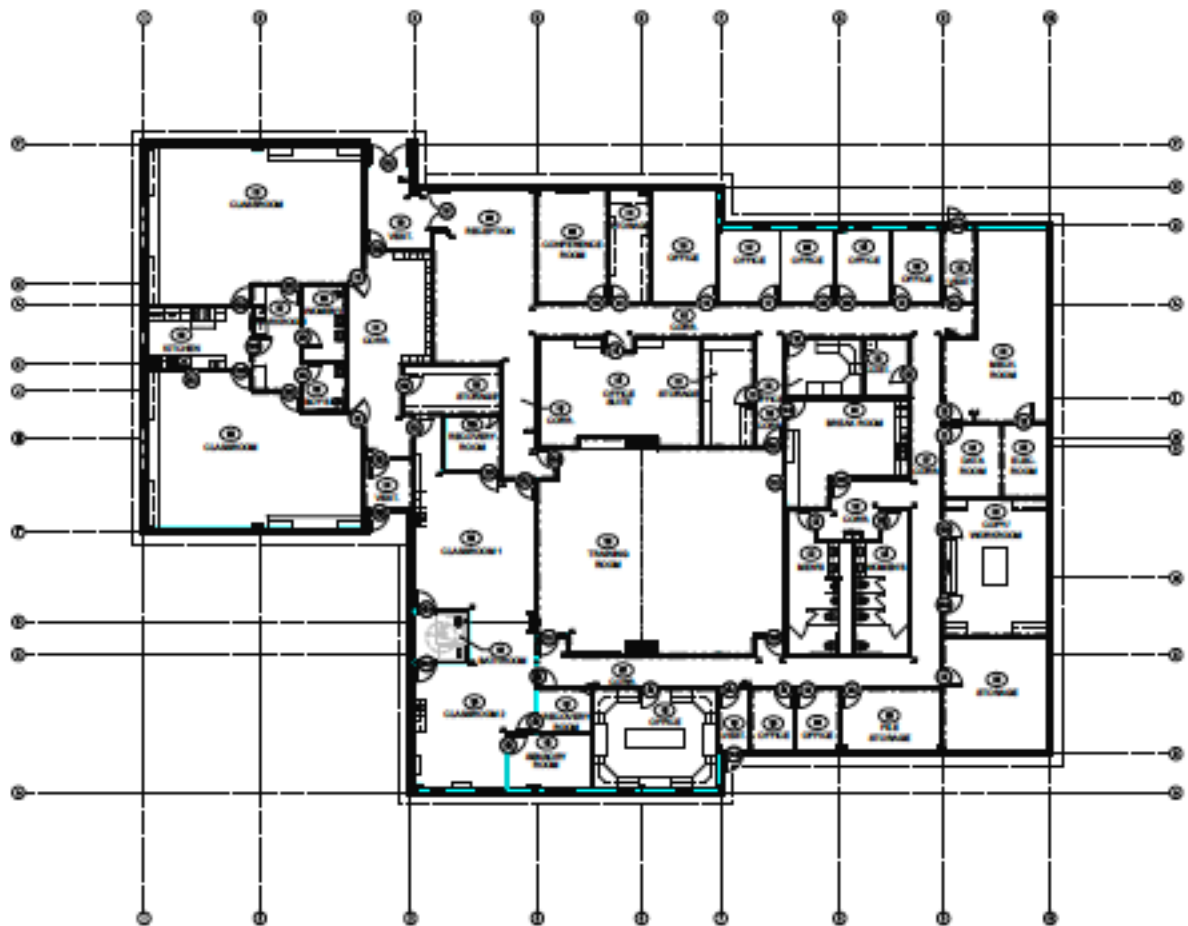
SLP School-Age	Speech Sound Disorders	Any difficulties producing age-appropriate speech sounds or using typical phonological representation in everyday speech.
	Language	Difficulty understanding and using language in a school setting.
	Stuttering	Frequent problems with the normal fluency and flow of speech.
	Voice	Any deviations from normal voice production that can impact a student's ability to communicate at school.
	Social Communication	Difficulties understanding verbal and nonverbal language during social interactions at school.
	Feeding/Swallowing	Difficulties feeding or drinking at school.

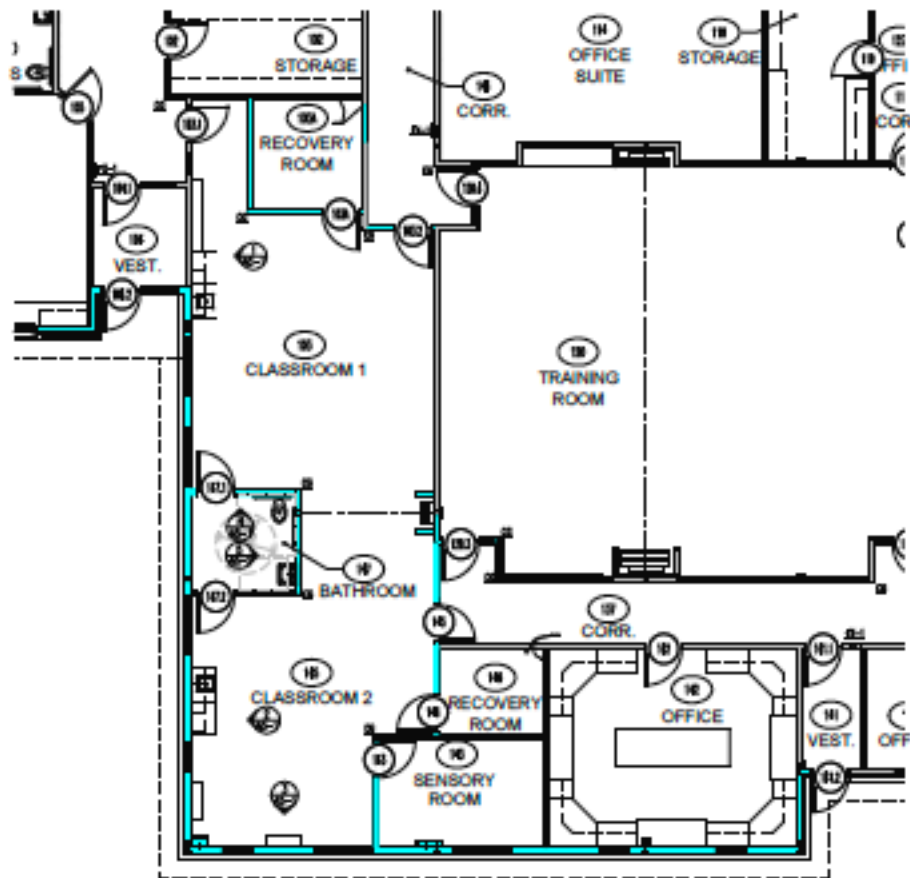
# Thank you!



**Christina Hancock**  
**ESU #7 SLP Coordinator**  
**([chancock@esu7.org](mailto:chancock@esu7.org))**







FLOOR PLAN

0 4' 8' 16'  
SCALE 1/8" = 1'-0"



**Jen Miller**

27254 340 Avenue  
Monroe, NE 68647  
402-910-4627

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

May 20, 2024

Dear Larianne & Doug,

I am writing to inform you of my resignation from ESU7's Board of Directors effective immediately. I have accepted a new job that requires me to move to Texas. (warmer weather!)

I have been blessed to learn about the educational system and the great things that ESU7 and its team bring to our schools. It has been an honor to serve on this Board!

I wish ESU7 all the best for continued success in the future.

Sincerely,

**Jen Miller**



## RESOLUTION

WHEREAS, Jennifer Miller was elected as a member of the Board for a term beginning January 1, 2022 and ending on December 31, 2026; and

WHEREAS, on May 20, 2024, Jennifer Miller resigned as a board member, and the board accepted that resignation effective on June 17, 2024, thereby creating a vacancy; and

WHEREAS, NEB. REV. STAT. § 79-1217(2) provides for the remaining members of the board to fill the vacancy by appointment of an individual residing within the election district of the ESU for which the vacancy exists and meeting the qualifications for the office; and

WHEREAS, on June 10, 2024, the Board provided advance publicized notice of the meeting to be held on June 17, 2024, and the agenda for that meeting included the appoint of a new member to fill the vacancy; and

WHEREAS, Amy E. Blaser is a qualified registered voter of the election district of the ESU and has expressed an interest in ESU affairs; and

NOW, THEREFORE BE IT RESOLVED as follows:

1. That after due consideration of the qualifications of the candidate(s) and any public comments received, the Board appoints Amy E. Blaser to the Educational Service Unit No. 7 Board for the remainder of a term ending on December 31, 2026.
2. The board secretary, in collaboration with the Administrator, shall cause a copy of this resolution to be filed with the Secretary of State or county or township clerk.

ADOPTED this 17th day of June, 2024.

Educational Service Unit No. 7

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member

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Board Member



2657 44<sup>th</sup> Avenue, Columbus, NE 68601  
(402) 564-5753 FAX: (402) 563-1122

Thank you for your interest in serving on the Educational Service Unit 7 Board of Education as the District \_\_ representative. This term will expire on December 31, 20\_\_.

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

In order to select the best candidate for this vacancy, please complete the following questionnaire and return it via email to [mreed@esu7.org](mailto:mreed@esu7.org) or mail to:

Mindy Reed  
Secretary to the Board  
2657 44<sup>th</sup> Avenue  
Columbus, NE 68601

**ESU 7 BOARD CANDIDATE QUESTIONNAIRE**

\_\_\_\_\_

Last Name	First Name	MI	Date
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Home Address: \_\_\_\_\_ County: \_\_\_\_\_

How long have you lived in that county? \_\_\_\_\_ Telephone: \_\_\_\_\_

In which school district do you live? \_\_\_\_\_

Business Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Occupation: \_\_\_\_\_

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

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

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

Have you worked on any school committees or participated in any school activities?

Yes No (please check one)

If yes, please list and indicate years of participation:

Other community or business activities:

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

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

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

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

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

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



## **Regular Board of Education Meeting**

Educational Service Unit 7, Oak Room

2657 44th Ave

Columbus, NE 68601-8537

Monday, May 20, 2024 at 5:30 PM

Posted Locations:

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

Posted Date: 05/13/2024

Attendance Taken at 5:31 PM.

Bob Arp: Present

Joyce Baumert: Absent

Marni Danhauer: Present

Karen Gomez: Present

Don Graff: Absent

Dawn Lindsley: Present

Richard Luebbe: Present

Jennifer Miller: Present

Doug Pauley: Present

Richard Stephens: Present

Gary Wieseler: Present

Jack Young: Present

Present: 10, Absent: 2.

Attendance Update Taken at 6:32 PM.

Marni Danhauer: Absent

Present: 9, Absent: 3.

1. **Call the Meeting to Order**

**LEADERSHIP • SERVICE • SUPPORT**

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

Roll call was taken at 5:30pm  
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

1. Notification of Open Meetings Law

1.

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

1.

2. Roll Call

1. Absent Board Members

3.

Board members Joyce Baumert and Donald Graff will be absent. They notified the Administrator prior to the board meeting.

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

Discuss, consider and take action to approve the Board member absences as presented  
Passed with a motion by Jennifer Miller and a second by Dawn Lindsley.

Joyce Baumert: Absent

Don Graff: Absent

Bob Arp: Yea

Marni Danhauer: Yea

Karen Gomez: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea

Yea: 10, Nay: 0, Absent: 2

1. Pledge of Allegiance
4. 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.

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

Discuss, consider and take any necessary action to approve the agenda as presented Passed with a motion by Dawn Lindsley and a second by Jennifer Miller.

Joyce Baumert: Absent  
Don Graff: Absent  
Bob Arp: Yea  
Marni Danhauer: Yea  
Karen Gomez: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea

Yea: 10, Nay: 0, Absent: 2

## 3. Welcome Visitors

One visitor 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 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.  
No public comments provided.

5. Department Spotlight: Professional Development

Professional Development Director Marci Ostmeyer and Professional Development Coordinators Brooke Kavan, Mark Brady, Ernie Valentine, and Amy Richards will provide the Professional Development Spotlight for the board.

Four Professional Development Coordinators, Brooke Kavan, Mark Brady, Ernie Valentine, and Amy Richards presented the Professional Development Spotlight on Principal Supports to the board. Brooke Kavan and Mark Brady have been with ESU 7 for eight years. Ernie Valentine and Amy Richards have been with ESU 7 for close to one year. Each board member present was given an ESU 7 Principal Supports 2023-24 handout as illustrated in the attached slides.

Ernie Valentine facilitates the New Principal Cohort. This academic year is the pilot program year for the New Principal Cohort. Six of the eight principals who participated were first year principals. Mark Brady and Brooke Kavan facilitate Principal Coaching. In the 2023-2024 academic year, there were a total of 25 participants for a total of 89 hours. Brooke Kavan and Professional Development Director Ostmeyer are the Leadership Learning Rounds (LLR) leads. This program was piloted in the academic year 2021-2022 with year one being in 2022-2023. In the 2023-2024 academic year, there were a total of nine participants for a total of 97 hours. Brooke Kavan and Mark Brady also facilitate the Principal Collab Zoom. The zoom is held five times per year. In the academic year 2023-2024, there were a total of 13 participants for a total of five hours. Principal Cluster had a total of 36 participants in the 2023-2024 academic year and Principal PD Day had a total of 11 participants.

Questions from the board:

- How many total principals are in the ESU 7 area? 65
- Are there any principals who do not participate in any of the services? Yes, 8 of the 65.
- What is the common obstacle most principals discuss? How to move forward and improve while considering everything their staff have to do on a daily basis.
- Is 'Principal Support' the only thing each of you focus on? No, this is just a slice of what each of them do.
- What does Select Invitation only mean for LLR? First year principals are not invited because it is very time-intensive. During a principal's first year, there is a lot of learning which takes place in their home district.
- Are surveys done at the end of these meetings? Yes
- What kind of training do you need to have in order to facilitate these meetings with the principals? They have been through eight full days of Cognitive Coaching training. There is advanced Cognitive Coaching training as well.
- Can you explain your educational background? Brooke Kavan, Ernie Valentine, Mark Brady, and Amy Richards explained their educational backgrounds.

## 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

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

Discuss, consider and take any action necessary to approve the consent agenda as presented  
Passed with a motion by Bob Arp and a second by Gary Wieseler.

Joyce Baumert: Absent

Don Graff: Absent

Bob Arp: Yea

Marni Danhauer: Yea

Karen Gomez: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: 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 #77919 through #78097 totaling \$1,067,904.11

The summary of bills for the current month total:\$1,067,904.11 - Bills #77919 through #78097

General Activity Fund total: \$377.78

	Transaction/Explanation	Receipt	Expenditures	Balance
1/18/24	Deposit - Memorial	\$75.00		\$7,747.58
4/28/24	Fleetcor (Casey gas payment short)		\$27.78	\$7,719.80
5/6/24	Los Dos Taqueros - student lunches		\$350.00	\$7,369.80
		Expenditures	\$377.78	

High Dollar Amount Checks:

	Amount	Vendor	Description
77936	\$10,475.56	Central NE Rehab Services	Speech contracted service
77953	\$5,000.00	ESU 2	Title III contracted service
77987	\$9,275.00	Legacy Leadership, LLC	Training kits for PD training
78007	\$62,064.00	On To College	Flow through for test prep, career readiness
78012	\$58,313.80	Paper 101	Printing paper
78017	\$7,700.00	Romans, Wiemer & Associates	Audit ending August 31, 2023
78025	\$8,500.00	Specially Designed Education Services	Bridges instructional materials
78026	\$5,352.60	State of NE DAS State Accounting	Network service charges
78032	\$5,323.65	Uline	Four picnic tables
78058	\$6,500.00	Deboer Outdoor Power	Riding lawn mower
78091	\$10,922.70	Stuthman Enterprises LLC	Speech contracted service

**This is a consent item.**

6.3. Reading of Article I, Section 6, A Concept of Administration

**This is a consent item.**

6.4. Reading of Article I, Section 6, B Administrator

**This is a consent item.**

6.5. Reading of Article I, Section 6, C Duty and Function of the Administrator

**This is a consent item.**

6.6. Reading of Article II, Section 6, B Notice of Budget Meeting

**This is a consent item.**

6.7. Reading of Article III, Section 1, D Requests, Cost, and Payment

**This is a consent item.**

6.8. Reading of Article III, Section 1, F Special Education Cooperative

**This is a consent item.**

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

**This is a consent item.**

6.1 Reading of Article IV, Section 2, A Staff Handbooks and Job Descriptions

0.

**This is a consent item.**

6.1 Reading of Article V, Section 5, C Use of Restraints and Seclusion

1.

**This is a consent item.**

6.1 Reading of Article V, Section 5, D Removal of Students and Interviews of Students

2.

**This is a consent item.**

6.1 Reading of Article V, Section 5, E Animals at ESU 7

3.

**This is a consent item.**

6.1 Reading of Article V, Section 6, A Student Parent Handbook

4.

**This is a consent item.**

6.1 Reading of Article V, Section 6, B Search and Seizure

5.

**This is a consent item.**

6.1 Reading of Article V, Section 6, C Anti-Bullying

6.

**This is a consent item.**

6.1 Reading of Article V, Section 7, A Prohibition on Mandatory Medication

7.

**This is a consent item.**

6.1 Reading of Article V, Section 7, B Dispensing Medications

8.

**This is a consent item.**

6.1 Reading of Article V, Section 7, C Student Self-Management of Asthma, Anaphylaxis and Diabetes

9.

**This is a consent item.**

6.2 Reading of Article V, Section 7, E Emergency Medical Aid

0.

**This is a consent item.**

6.2 Reading of Article V, Section 7, F Wellness

1.

**This is a consent item.**

6.2 Reading of Article V, Section 8, A Required Trainings

2.

**This is a consent item.**

6.2 Reading of Article V, Section 9, A Procedures for Control of Infectious Diseases

3.

**This is a consent item.**

6.2 Reading of Article V, Section 9, B Emergency Closure of ESU 7 Buildings

4.

**This is a consent item.**

6.2 Reading of Article V, Section 9, C Emergency Exclusion of Persons from ESU 7

5.

**This is a consent item.**

6.2 Reading of Article V, Section 10, A Student Fees

6.

**This is a consent item.**

6.2 Reading of Article V, Section 11, A Safe Pupil Transportation Plan

7.

**This is a consent item.**

6.2 Reading of Article V, Section 11, B Safe Driving Standard for Drivers

8.

**This is a consent item.**

6.2 Resignations

9.

- Ronelle Jackson, Licensed Mental Health Practitioner - Resigned effective May 17, 2024
- Mollie Morrow, Licensed Mental Health Practitioner - Resigned effective May 17, 2024
- Crystal Van Winkle, Licensed Mental Health Practitioner - Resigned effective May 17, 2024

**This is a consent item.**

6.3 Educational Service Unit Coordinating Council 2024-2025 Master Services Agreement

0. **This is a consent item.**

6.3 2024-2025 Contract for Angel Mayberry, Early Learning Connection Grant

1. Coordinator

**This is a consent item.**

6.3 2024-2025 Non-Member Contract for Services

2. Board Policy requires the Board to annually approve a Non-Member School Contract for Services Agreement.

Article III, Section 1, D Requests, Cost, and Payment

**This is a consent item.**

7. Handbook Committee Update - Handbook Approvals

Annually, the Board of Educational Service Unit 7, will review and approve the ESU 7 Employee Handbook and ESU 7 Student/Parent Handbooks. The Handbook Committee will provide an update. Chairperson Dawn Lindsley will provide an overview of how the handbook revision process went this year and if any changes are necessary.

**Committee Recommendation:** Discuss, consider and take any action necessary to approve the ESU 7 Student/Parent Handbooks and the ESU 7 Employee Handbook as presented. Discuss, consider and take any action necessary to approve the ESU 7 Student/Parent Handbooks and the ESU 7 Employee Handbook as presented Passed with a motion by Dawn Lindsley and a second by Jennifer Miller.

Joyce Baumert: Absent

Don Graff: Absent

Bob Arp: **Yea**

Marni Danhauer: Yea  
Karen Gomez: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

Handbook Committee Chairperson, Dawn Lindsley, reviewed the Bridges handbook. The Bridges program will be a new program at ESU 7. The Bridges, Cen7ter, and Learning Academy handbooks are all similar. The highlighted information in the attached handbooks is information that was changed and/or updated. There does need to be a handbook for each program. Handbooks are reviewed and updated annually.

8. Treasurer's Report  
Review the breakdown of the Treasurer's Report.

**Administrator Recommendation:** Discuss, consider and take any action necessary to approve the Treasurer's Report as presented.  
Discuss, consider and take any action necessary to approve the Treasurer's Report as presented. Passed with a motion by Jennifer Miller and a second by Jack Young.

Joyce Baumert: Absent  
Don Graff: Absent  
Bob Arp: Yea  
Marni Danhauer: Yea  
Karen Gomez: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

9. Reading of Article I, Section 8, A Membership in Associations

Policy Added:

**Article I, Section 8, A Membership in Associations**

**The Board may hold memberships in such organizations and associations as it may from time to time determine appropriate.**

**The Board will list on the ESU’s website the organizations and memberships that the Board belongs to and the annual membership dues (if any) for such organizations and memberships, as well as the fees paid by the Board to any individual lobbyist or lobbying firm (if any).**

**Administrator Recommendation:** Discuss, consider and take all necessary action to approve Article I, Section 8, A Membership in Associations, as presented.

Discuss, consider and take all necessary action to approve Article I, Section 8, A Membership in Associations, as presented Passed with a motion by Doug Pauley and a second by Jennifer Miller.

- Joyce Baumert: Absent
- Don Graff: Absent
- Bob Arp: Yea
- Marni Danhauer: Yea
- Karen Gomez: Yea
- Dawn Lindsley: Yea
- Richard Luebbe: Yea
- Jennifer Miller: Yea
- Doug Pauley: Yea
- Richard Stephens: Yea
- Gary Wieseler: Yea
- Jack Young: Yea

Yea: 10, Nay: 0, Absent: 2

Administrator Polk reviewed the added policy. The ESU 7 board holds memberships in the Nebraska Association of School Boards (NASB), Nebraska Rural Community Schools Association (NRCSA), Association of Educational Service Agencies (AESAs), and the Columbus Chamber of Commerce. The memberships will be posted on the ESU 7 website in mid-July. The Educational Service Unit Coordinating Council pays for AESAs, so ESU 7 does not pay for that membership.

1 Reading of Article II, Section 6, A Notice to Public

0.

The Board will give advance notice of meetings by publishing such notice in a newspaper of general circulation within the ESU’s jurisdiction, the Columbus Telegram and, if available, on such newspaper’s website. **If a newspaper refuses, neglects, or is unable to timely publish such notice, then notice may be given by (1) posting on the newspaper’s**

website, if available, and (2) posting such notice in conspicuous public places within the ESU. The Board Secretary shall keep a written record of such postings. ~~In addition to publishing, the Board may, in its sole discretion, also give advance notice of meetings by posting as an additional means of giving notice to the public. If notice is given by posting, the notice shall be posted on the front door of the principal office of the ESU and ESU 7 Website.~~

**Administrator Recommendation:** Discuss, consider and take all necessary action to approve Article II, Section 6, A Notice to Public, as presented.

Discuss, consider and take all necessary action to approve Article II, Section 6, A Notice to Public, as presented Passed with a motion by Doug Pauley and a second by Dawn Lindsley.

Joyce Baumert: Absent  
Don Graff: Absent  
Bob Arp: Yea  
Marni Danhauer: Yea  
Karen Gomez: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

Administrator Polk reviewed the changes to the policy.

1 Reading of Article II, Section 9, F Public Comment

1.

Added Options - Need to select an option:

**For all meetings of the Board, individual speakers shall have up to 3 minutes to address the Board, and the Board shall hear up to 30 cumulative minutes of public comment. The Board may vote to modify these time limits when the Board deems appropriate. The President may implement other reasonable requirements for public comment, consistent with the Open Meetings Act.**

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 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.

~~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.

**Administrator Recommendation:** Discuss, consider and take all necessary action to approve Article II, Section 9, F Public Comment, as presented.

Discuss, consider and take all necessary action to approve Article II, Section 9, F Public Comment, as presented Passed with a motion by Doug Pauley and a second by Jack Young.

Joyce Baumert:	Absent
Don Graff:	Absent
Bob Arp:	Yea
Marni Danhauer:	Yea
Karen Gomez:	Yea
Dawn Lindsley:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea
Jack Young:	Yea
Yea: 10, Nay: 0, Absent: 2	

Administrator Polk reviewed the changes to the policy. There needs to be time and accumulated time for public comment specified in policy.

1 Reading of Article III, Section 5, B General Guidelines

2. Added verbiage:

Contracts for purchases, services, leases or rental and other agreements to encumber funds shall be made only with the approval of the Board or, where authorized by the Administrator or designee. **Notwithstanding anything to the contrary, no employee may enter into any agreement or understanding on behalf of the ESU that may financially benefit the employee, member of the employee's immediate family, or a business with which the**

**employee is associated, unless the Board approves such contract or arrangement in advance.**

**Administrator Recommendation:** Discuss, consider and take all necessary action to approve Article III, Section 5, B General Guidelines, as presented.

Discuss, consider and take all necessary action to approve Article III, Section 5, B General Guidelines, as presented Passed with a motion by Jennifer Miller and a second by Marni Danhauer.

Joyce Baumert: Absent  
Don Graff: Absent  
Bob Arp: Yea  
Marni Danhauer: Yea  
Karen Gomez: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

Administrator Polk reviewed the changes to the policy.

- 1 Reading of Article IV, Section 5, G Other Employment
3. Change verbiage:

Outside Employment:

Employees of Unit 7 shall not engage in outside employment, conduct private business, or engage in activities that interfere with, or serve to be detrimental to, the faithful discharge of their duties and responsibility to ESU 7. Employees of ESU 7 shall not enter into contracts or agreements **(whether written or oral)** with school districts, ~~or~~ parents, **or students pre-kindergarten through grade 12 enrolled in the ESU 7 school districts area, or any private entity (including a sole proprietorship) that directly serves or conducts business that provides, markets, sells, or offers any education-related services or products to any school district, parent, or student pre-kindergarten through grade 12 enrolled in ESU 7 school districts.** Employees of ESU 7 shall not use employment with ESU 7 to their advantage or for personal profit by providing services, which compete with services provided by ESU 7 during the course of their employment with ESU 7. Any request of an

ESU 7 employee to provide a cross referral for non-education related services will be directed to their supervisor.

Employees are to notify the ESU 7 **Administrator** of outside employment **within five calendar days of accepting outside employment** to the extent such is required for the ESU to comply with Nebraska School Employees Retirement System Act or other laws, or Board policy.

**Administrator Recommendation:** Discuss, consider and take all necessary action to approve Reading of Article IV, Section 5, G Other Employment, as presented.

Discuss, consider and take all necessary action to approve Reading of Article IV, Section 5, G Other Employment, as presented Passed with a motion by Jennifer Miller and a second by Doug Pauley.

Joyce Baumert:	Absent
Don Graff:	Absent
Bob Arp:	Yea
Marni Danhauer:	Yea
Karen Gomez:	Yea
Dawn Lindsley:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea
Jack Young:	Yea

Yea: 10, Nay: 0, Absent: 2

Administrator Polk reviewed the changes to the policy. The policy language prohibits staff members who provide services to students as part of ESU 7 from providing services to them outside of working hours/summer.

- 1 Contract Addendum for Chief Administrator Dr. Larianne Polk
4. Due to the Interim Chief Administrator contract term beginning July 15, 2024, Dr. Larianne Polk's contract will need to be amended in order to provide ESU 7 with a Chief Administrator up until the beginning of the Interim Chief Administrator's term. This will amend Dr. Larianne Polk's contract term to end on July 14, 2024.

**Recommendation:** Discuss, consider and take any action necessary to approve the contract addendum for Chief Administrator Dr. Larianne Polk as presented.

Discuss, consider and take any action necessary to approve the contract extension for Chief Administrator Dr. Larianne Polk as presented Passed with a motion by Doug Pauley and a second by Jennifer Miller.

Joyce Baumert: Absent  
Don Graff: Absent  
Bob Arp: Yea  
Marni Danhauer: Yea  
Karen Gomez: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

ESUs cannot be without a Chief Administrator for any period of time. Administrator Polk will be amended to stay on as the Chief Administrator until the Interim Chief Administrator's contract starts on July 15, 2024.

- 1 Contract for Interim Chief Administrator Kris Elmshaeuser
5. Interim Chief Administrator Kris Elmshaeuser's contract term will be July 15, 2024 through June 30, 2025.

**Recommendation:** Discuss, consider and take any action necessary to approve the contract for Interim Chief Administrator Kris Elmshaeuser as presented.

Discuss, consider and take any action necessary to approve the contract for Interim Chief Administrator Kris Elmshaeuser as presented Passed with a motion by Doug Pauley and a second by Jack Young.

Joyce Baumert: Absent  
Don Graff: Absent  
Bob Arp: Yea  
Marni Danhauer: Yea  
Karen Gomez: Yea  
Dawn Lindsley: Yea  
Richard Luebbe: Yea  
Jennifer Miller: Yea  
Doug Pauley: Yea  
Richard Stephens: Yea  
Gary Wieseler: Yea  
Jack Young: Yea  
Yea: 10, Nay: 0, Absent: 2

Interim Chief Administrator Kris Elmshaeuser's contract term will be July 15, 2024 through June 30, 2025.

1 **Administrator's Report General**

6.

- ESUCC Update
- Election Reminders - These are the districts up for election in 2024:
  - - District 2
  - Richard Luebbe - District 4
  - Bob Arp - District 6
  - Doug Pauley - District 8
  - Marni Danhauer - District 10
  - Dawn Lindsley - District 12
- Reminder - The June 17, 2024, Board Meeting starts at 3:30pm
- Lindsay, Nebraska annexed land
  - Approximately 13 acres
    - 6.5 acres will be the Lindsay Academy/Event & Wellness Center
    - 6.5 acres will remain farm ground
  - The Nebraska Department of Education (NDE) will work with Mindy Reed to have an updated map for the ESU 7 area created.
  - A map of the annexed land is on <https://platte.gworks.com/>
- AESA Leadership Academy Update
- Professional Development and Production/Print Shop Report - Director Ostmeyer
- Special Education Report - Director Clay
- Technology Report - Director Ellsworth
  - Nebraska Cybersecurity Network Update
- Future 2024 Events
  - NASB Area Membership Meeting in Fremont, NE (September 18, 2024)
  - NASA/NASB Labor Relations Conference in Lincoln, NE (October 2-3, 2024)
  - NASA/NASB State Education Conference in Omaha, NE (November 20-22, 2024)
  - AESA Annual Conference in Orlando, FL (December 4-6, 2024)
- Administrator Leave Report

Administrator Polk reviewed the attached ESUCC document.

Board members Marni Danhauer and Bob Arp have submitted their re-election information. Board Secretary Jennifer Miller will be submitting her board resignation letter for the board to consider in June 2024. Administrator Polk spoke with the Twin River Superintendent, and he will see if he knows of anyone who may be interested in the upcoming board vacancy. Board Member Miller will do the same. Secretary to the Board, Mindy Reed, will start the vacancy process.

There has been a lack of registration for the June 17, 2024, Boardsmanship Event.

Administrator Polk will review the registrations on June 3, 2024, and will notify the board if we have enough board members registered to continue to hold the event.

Lindsay is building a Lindsay Academy. The property was in Newman Grove school district, so the land was annexed to Lindsay. Lindsay is in the Humphrey school district so their boundary will change as a result. Due to this change in Humphrey boundary, the ESU 7 boundary will also change. Administrator Polk has submitted necessary paperwork to the NDE.

Professional Development/Print Shop Update - June 1st is a key day in the print shop. The Print Shop guarantees teachers will have all orders submitted by June 1st in time for the first day of school. The Print Shop is piloting a new online tracker this year. The Professional Development department is gearing up for the summer and also having intentional conversations about the Fall.

The Nebraska Cybersecurity Network has hired an engineer, trainer, and a Director.

## 16. Goal Update

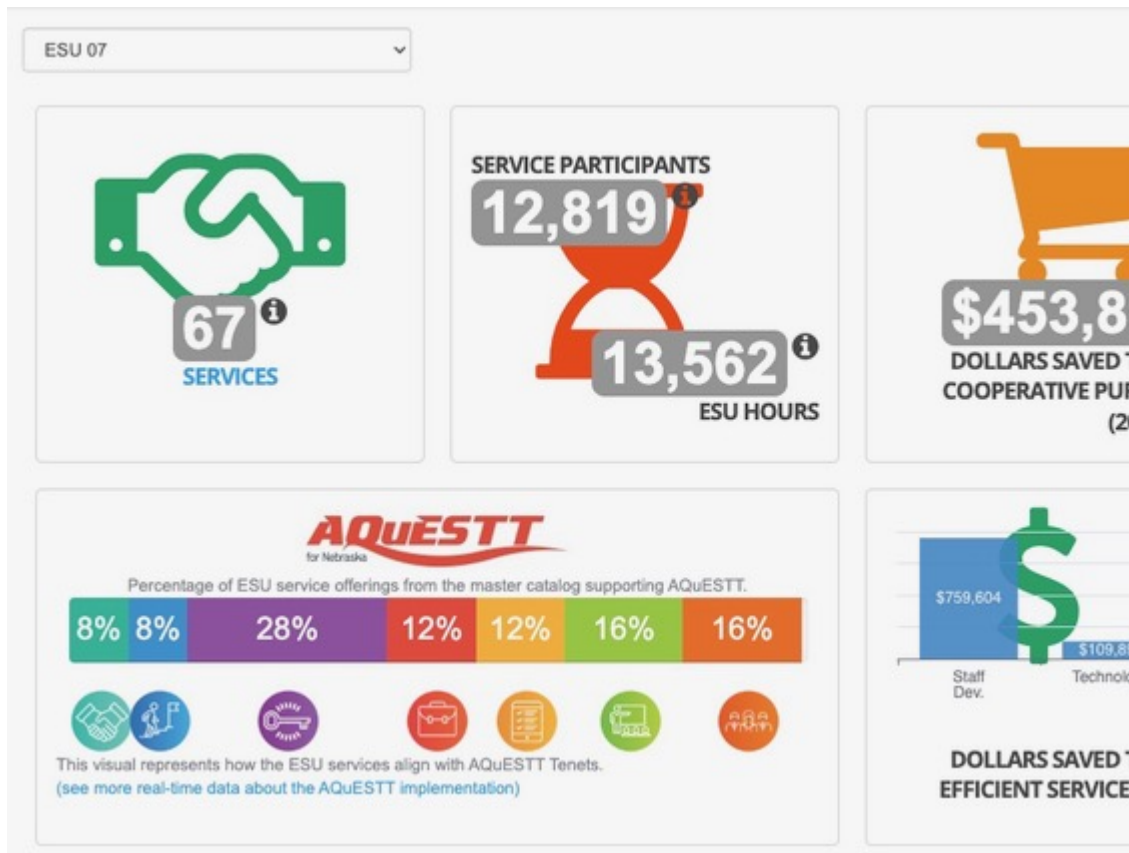
1.

- Goal 1: 100% Complete
- Goal 2: 83% Complete
- Goal 3: 94.8% Complete
  - School District Board Meetings Completed:
    - David City - 10/10/2022
    - Osceola - 10/10/2022
    - East Butler - 10/12/2022
    - Boone Central - 11/14/2022
    - High Plains - 1/9/2023
    - Fullerton - 2/13/2023
    - Clarkson - 3/15/2023
    - Central City - 3/15/2023
    - Cross County - 5/8/2023
    - Palmer - 9/11/2023
    - Howells-Dodge - 10/11/2023
    - Columbus Public - 11/13/23
    - Humphrey - 11/13/23
    - Lakeview - 12/11/23
    - Leigh - 1/17/24
    - St. Edward - 2/12/24
    - Schuyler - 2/12/24
    - Shelby-Rising City - 3/14/24
  - School District Board Meeting rotation will start back in October 2024.
    - Twin River will not be completed in the two-year rotation. This will be scheduled in the Fall of 2024.
- Goal 4: 100% Complete

16. Services Update

2.

- SIMPL Update



- Update on the Boardsmanship Event
  - June 17, 2024 from 5:00pm-8:30pm
- Update on Regional PD Day in 2025
  - January 3, 2025 from 8:00am-4:00pm

There have been conversations with different states about using SIMPL.

PD Day Update - The Agency Team has been divided into work groups. The majority of the Agency Team are not on campus during the summer.

16. Facilities Update

3. The Administrator will provide a facilities update during this item.

- Crosswalk
- Picnic tables

16. Personnel

4. New Hires:

- Kaylee Olmer, Cen7ter Paraprofessional, started April 25, 2024
- Kristen Cattau, Learning Academy Paraprofessional, started April 25, 2024
- Tammy Semrad, Cen7ter Paraprofessional, started May 1, 2024

16.4. Migrant Education Program Summer Work Agreements

1. **2024 Migrant Education Summer Programs**

The Migrant Education Program (MEP) will have summer enrichment programs during the months of June and July. The Learning Academy site will include migrant students from the ESU 7 area. Norris School District in Firth will also be a site for a migrant summer program.

Other areas where MEP staff will facilitate programs include O'Neill, Ainsworth, and Schuyler. MEP staff will provide summer activities to all students in every other community not providing a program site.

The following 2024 summer staff are recommended for employment.

**ESU 7 Staff:**

Cindy Lorentzen  
 Susan Doehling  
 Barbara Raya  
 Cory Waite  
 Nichole Flynn  
 Isabelle Short  
 Shanda Hall (Waiting on paperwork)

**ESU 7 Drivers:**

Chris Barber  
 Harriet Nalumansi  
 Jeri Glenn

**District Reimbursement:**

Tina Reeg - Twin River  
 Nicole Bishop - Norris

16. Legislative Update  
 5. Special Session Update  
 Administrator Polk discussed the outstanding potential special session.

1 **Committee Reports**

7. 17. Budget Committee Report  
 1. Budget Committee Chairperson Gary Wieseler will provide an update.

**Committee Recommendation:**

Budget Committee Chairperson Gary Weisler provided an update to the board. The Budget Committee reviewed the Special Education budget and part of the Levy funding budget. The committee goes line by line in the budget summary. Any increase in costs is typically staff related. The budget revenue is broken down into contracted services, levy, and grants. The estimate on valuations came at over 12%. Next month, the Budget Committee will go through the Grants budgets and any substantial changes to those reviewed by the committee today. Administrator Polk will work with the Interim Chief Administrator to make sure everything is ready for the September Budget Hearing.

17. Buildings and Grounds Committee Report

2. A future Buildings & Grounds Committee Meeting needs to be scheduled. Possible date and time:

- Tuesday, June 4, 2024, at 1:00pm or after

**Committee Recommendation:**

The next Buildings and Grounds Committee meeting will be scheduled on June 4th after 1pm.

Business Manager Linda Shefcyk is working with Rutt's on the HVAC control system and timeline for invoices.

1 Adjournment

8. Meeting adjourned at 6:51pm.

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

Check Register Summary

Batch Year: 24 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00078098	C	06/20/2024	10013	ACE HARDWARE	36.97
10	00078099	C	06/20/2024	14974	ALLO COMMUNICATIONS	177.00
10	00078100	C	06/20/2024	190428	ALMQUIST, MALTZAHN, GALLOWAY & LUTH PC	139.00
10	00078101	C	06/20/2024	15628	ALYSON YOUNG	120.00
10	00078102	C	06/20/2024	10391	AMAZON CAPITAL SERVICES *	12,588.29
10	00078103	C	06/20/2024	10400	AMBUTECH	65.16
10	00078104	C	06/20/2024	14036	AMPLIFY EDUCATION INC	789.00
10	00078105	C	06/20/2024	130180	AMY MAZANKOWSKI	257.28
10	00078106	C	06/20/2024	11126	ANN ELISE RECORD	7,500.00
10	00078107	C	06/20/2024	10681	APPLE COMPUTER, INC.	12,026.00
10	00078108	C	06/20/2024	388	APPLIED CONNECTIVE TECHNOLOGIES	320.00
10	00078109	C	06/20/2024	20428	BOONE CENTRAL SCHOOLS	185.88
10	00078110	C	06/20/2024	15636	BROOK TOMKA	119.22
10	00078111	C	06/20/2024	6700	BROOKE KAVAN	23.95
10	00078112	C	06/20/2024	30039	CAPITAL ONE-POLK	41,075.14
10	00078113	C	06/20/2024	1996	CASEY'S MAIL SERVICE LLC	577.90
10	00078114	C	06/20/2024	30235	CENTRAL CITY PUB SCHOOL	570.00
10	00078115	C	06/20/2024	30235	CENTRAL CITY PUB SCHOOL	352.58
10	00078116	C	06/20/2024	8940	CENTRAL NE REHAB SERVICES	15,007.05
10	00078117	C	06/20/2024	30550	CITY OF COLUMBUS WATER & SANIT	398.33
10	00078118	C	06/20/2024	30610	CLARKSON PUBLIC SCHOOLS	343.77
10	00078119	C	06/20/2024	31035	COLUMBUS PUBLIC SCHOOLS GENERAL FUNDS	365.35
10	00078120	C	06/20/2024	31029	COLUMBUS PUBLIC SCHOOLS LUNCH FUND	1,555.95
10	00078121	C	06/20/2024	12769	CROWNE PLAZA (JM HOSPITALITY)	179.10
10	00078122	C	06/20/2024	4812	CUBBY'S, INC.	561.84
10	00078123	C	06/20/2024	40725	EAKES OFFICE SOLUTIONS	543.88
10	00078124	C	06/20/2024	50060	EAST BUTLER PUBLIC SCHOOL	158.66
10	00078125	C	06/20/2024	50825	ED SERVICE UNIT 7-PAYROLL	745,634.52
10	00078126	C	06/20/2024	14613	ELYSE BELINA	53.60
10	00078127	C	06/20/2024	70428	EMILY DELP	1,285.77
10	00078128	C	06/20/2024	50640	ESU 1	12,448.08
10	00078129	C	06/20/2024	50645	ESU 2	15.00
10	00078130	C	06/20/2024	50650	ESU 3	1,000.00
10	00078131	C	06/20/2024	50734	ESU 8	5,074.75
10	00078132	C	06/20/2024	50652	ESUCC	27,654.44
10	00078133	C	06/20/2024	5533	FAS-BREAK WINDSHIELD REPAIR	50.00
10	00078134	C	06/20/2024	60056	FNBO	96.78
10	00078135	C	06/20/2024	13684	FLEETCOR TECHNOLOGIES INC	75.58
10	00078136	C	06/20/2024	7013	GREAT PLAINS COMMUNICATIONS	318.90
10	00078137	C	06/20/2024	15342	GREGG YOUNG CHEVROLET GMC OF COLUMBUS	288.23
10	00078138	C	06/20/2024	80147	HAMPTON INN	506.00
10	00078139	C	06/20/2024	12440	HAMPTON INN BY HILTON COLUMBUS	88.50
10	00078140	C	06/20/2024	11460	HAYLEY MURPHY	663.30
10	00078141	C	06/20/2024	80543	HOMETOWN LEASING	256.04
10	00078142	C	06/20/2024	80670	HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	440.73
10	00078143	C	06/20/2024	80880	HY-VEE	5,644.83
10	00078144	C	06/20/2024	13552	JEAN ANNE KAMRATH	175.00
10	00078145	C	06/20/2024	260092	JUDY A ZADINA	186.93
10	00078146	C	06/20/2024	12424	KASEYA US, LLC	960.75
10	00078147	C	06/20/2024	120124	LAKESHORE	126.42
10	00078148	C	06/20/2024	120129	LAKEVIEW COMMUNITY SCHOOLS	2,335.51
10	00078149	C	06/20/2024	160636	LARIANNE POLK	50.25
10	00078150	C	06/20/2024	140045	LEARNING FORWARD	450.00
10	00078151	C	06/20/2024	120223	LEIGH COMMUNITY SCHOOLS	678.72
10	00078152	C	06/20/2024	15369	LILIANA VELASQUEZ	600.00
10	00078153	C	06/20/2024	120314	LINCOLN JOURNAL STAR	14.10
10	00078154	C	06/20/2024	12726	LINEWIZE (FAMILY ZONE)	9,750.00
10	00078155	C	06/20/2024	40545	LISA DURANSKI	456.27
10	00078156	C	06/20/2024	120550	LOUP POWER DISTRICT	3,040.13
10	00078157	C	06/20/2024	220090	LYNN VOLLBRACHT	1,460.00
10	00078158	C	06/20/2024	130011	M & O METALS, INC.	53,112.00
10	00078159	C	06/20/2024	130070	MAILBOX, THE	68.09

Check Register Summary

Batch Year: 24 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00078160	C	06/20/2024	5410	MARK BRADY	12.73
10	00078161	C	06/20/2024	10499	MICHELLE RUIPER	1,505.00
10	00078162	C	06/20/2024	9199	NACIA	80.00
10	00078163	C	06/20/2024	140066	NE ASSOC OF SCHOOL BOARDS	1,356.12
10	00078164	C	06/20/2024	140351	NCSA	1,285.00
10	00078165	C	06/20/2024	140570	NEBRASKA TECHNOLOGY & TELECOM.	161.18
10	00078166	C	06/20/2024	12122	One Source The Background Check Company	164.00
10	00078167	C	06/20/2024	150314	ORKIN EXTERMINATING CO INC	1,497.60
10	00078168	C	06/20/2024	160095	PERRY,GUTHERY, HAASE& GESSFORD P.C.,L.L.	1,950.00
10	00078169	C	06/20/2024	160450	PIZZA RANCH	150.92
10	00078170	C	06/20/2024	20250	RUTT'S HEATING & AIR	241,992.90
10	00078171	C	06/20/2024	14052	SAMANTHA TOMERLIN	30.00
10	00078172	C	06/20/2024	981	SARAH WACHA	386.59
10	00078173	C	06/20/2024	760	SERVICEMASTER BY SHEVLIN	1,502.00
10	00078174	C	06/20/2024	8524	SHAYNA CEPEL	411.38
10	00078175	C	06/20/2024	9989	SHAYNE MCGUIRE	600.00
10	00078176	C	06/20/2024	190390	SHELBY-RISING CITY PUBLIC SCHOOL	458.36
10	00078177	C	06/20/2024	190007	ST EDWARD PUBLIC SCHOOL	396.66
10	00078178	C	06/20/2024	3816	STAPLES BUSINESS ADVANTAGE	314.32
10	00078179	C	06/20/2024	190850	STATE OF NEBRASKA DAS STATE ACCTG.	5,352.60
10	00078180	C	06/20/2024	191085	SUPER SAVER	402.14
10	00078181	C	06/20/2024	200493	TWIN RIVER PUBLIC SCHOOL	661.09
10	00078182	C	06/20/2024	200606	U & I SANITATION	112.25
10	00078183	C	06/20/2024	210143	UNIVERSITY OF NEBRASKA - LINCOLN	5,710.00
10	00078184	C	06/20/2024	210143	UNIVERSITY OF NEBRASKA - LINCOLN	873.75
10	00078185	C	06/20/2024	210143	UNIVERSITY OF NEBRASKA - LINCOLN	273.68
10	00078186	C	06/20/2024	10320	VERIZON WIRELESS	1,086.58
10	00078187	C	06/20/2024	230048	WALMART CAPITAL ONE - BUS	166.51
10	00078188	C	06/20/2024	230249	WEST POINT PUBLIC SCHOOLS	233.61
10	00078189	A	06/20/2024	13897	ADILENE PEREZ	899.14
10	00078190	A	06/20/2024	14494	ALEXUS HITZ	534.66
10	00078191	A	06/20/2024	120155	AMY J SLAMA	83.75
10	00078192	A	06/20/2024	10030	ANA KAREN GARCIA MEDINA	160.80
10	00078193	A	06/20/2024	1082	ANGEL D MAYBERRY	383.91
10	00078194	A	06/20/2024	40709	ANN DUBAS	192.96
10	00078195	A	06/20/2024	990	BRANDY ROSE	183.58
10	00078196	A	06/20/2024	13315	BROOKE HEMMER	207.15
10	00078197	A	06/20/2024	14621	CALVIN FREY	587.93
10	00078198	A	06/20/2024	5967	CASSANDRA RUTH	432.15
10	00078199	A	06/20/2024	9512	CASSIE KRINGS	315.57
10	00078200	A	06/20/2024	13510	CHRISTINA HANCOCK	149.41
10	00078201	A	06/20/2024	14648	CRYSTAL VAN WINKLE	620.42
10	00078202	A	06/20/2024	180474	DARLENE RODRIGUEZ	967.48
10	00078203	A	06/20/2024	14001	DEVON GRONENTHAL	385.92
10	00078204	A	06/20/2024	14060	DYLAN SOUTHARD	397.98
10	00078205	A	06/20/2024	60033	ELISSA HEIBEL	26.80
10	00078206	A	06/20/2024	7560	ESI HOSTED SERVICES	171.52
10	00078207	A	06/20/2024	7099	HALEY KUNZE	205.02
10	00078208	A	06/20/2024	14745	JAEDYN MORRIS	523.94
10	00078209	A	06/20/2024	11223	JILL WIELGUS	416.74
10	00078210	A	06/20/2024	8540	JOLYNN KAHLANDT	543.37
10	00078211	A	06/20/2024	11932	JOSH ARIAS	667.99
10	00078212	A	06/20/2024	6459	KAISE RECEK	9.38
10	00078213	A	06/20/2024	14478	KASSANDRA CORNWELL	946.67
10	00078214	A	06/20/2024	11983	KENDRA GUSTAFSON	203.49
10	00078215	A	06/20/2024	190384	LARRY SHEFCYK	236.20
10	00078216	A	06/20/2024	13480	LETISHIA KLEINSCHMIT	523.94
10	00078217	A	06/20/2024	13340	LINDY CHURCH	69.01
10	00078218	A	06/20/2024	190434	LORI SIMANEK	479.72
10	00078219	A	06/20/2024	13986	LYNNE WEBSTER	795.29
10	00078220	A	06/20/2024	15601	MARCI HAIGHT	170.26
10	00078221	A	06/20/2024	2267	MARCIA OSTMEYER	124.62

**Check Register Summary**

Batch Year: 24 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00078222	A	06/20/2024	11797	MARIA RODRIGUEZ	737.67
10	00078223	A	06/20/2024	14699	MARIAH HUNKE	697.47
10	00078224	A	06/20/2024	11479	MEGAN WELCH	876.77
10	00078225	A	06/20/2024	4650	MELINDA VELECELA	537.34
10	00078226	A	06/20/2024	12246	MERRIDIE KAUP	422.84
10	00078227	A	06/20/2024	11304	MINDY REED	45.56
10	00078228	A	06/20/2024	8788	NATHALIE VARGAS	618.41
10	00078229	A	06/20/2024	13498	RACHEL BUETTNER	369.84
10	00078230	A	06/20/2024	30268	SANDY CERNY	355.10
10	00078231	A	06/20/2024	130708	SHARON M BROWN	619.75
10	00078232	A	06/20/2024	10740	SHELLI EICKMEIER	401.33
10	00078233	A	06/20/2024	12165	STEPHANIE FOREMAN	195.26
10	00078234	A	06/20/2024	190945	STUTHMAN ENTERPRISES LLC	3,454.11
10	00078235	A	06/20/2024	13447	SUSAN OLMER	25.46
10	00078236	A	06/20/2024	11436	TAMRA CLAY	146.06
10	00078237	A	06/20/2024	13536	TERI OPFER	826.91
10	00078238	A	06/20/2024	3239	TRAVIS KASSING	173.53
10	00078239	A	06/20/2024	230361	WENDY WOLFE	434.16
10	00078240	A	06/20/2024	10545	YARIBEY RODRIGUEZ	761.79
10	00078241	C	06/20/2024	15237	LEGACY LEADERSHIP, LLC	10,000.00
<b>Total Bank: 10</b>						<b>\$1,274,539.62</b>

<b>Total Computer Checks:</b>	<b>\$1,250,223.49</b>
<b>Total Manual Checks:</b>	<b>\$0.00</b>
<b>Total ACH Checks:</b>	<b>\$24,316.13</b>
<b>Total Other Checks:</b>	<b>\$0.00</b>
<b>Total Electronic Checks:</b>	<b>\$0.00</b>
<b>Total Computer Voids:</b>	<b>\$0.00</b>
<b>Total Manual Voids:</b>	<b>\$0.00</b>
<b>Total ACH Voids:</b>	<b>\$0.00</b>
<b>Total Other Voids:</b>	<b>\$0.00</b>
<b>Total Electronic Voids:</b>	<b>\$0.00</b>
<b>Grand Total:</b>	<b>\$1,274,539.62</b>
<b>Number of Checks:</b>	<b>144</b>

Batch Year	Batch	Amount
24	000244	120,003.36
24	000245	326,685.17
24	000254	72,216.57
24	000267	745,634.52
24	000272	10,000.00



Subject: Resignation Letter

Dear Cynthia Alarcon,

I am writing to inform you of my decision to resign from my position as Education Liaison at the Migrant Education Program and ESU 7, effective July 25th, 2024. After much contemplation, I have decided to pursue new opportunities and challenges in my career path.

It has been an incredible journey working with the Migrant Education Program and ESU 7 for the past decade. I am immensely grateful for the opportunities I have been given and the support I have received throughout my tenure. The experiences I have gained here have been invaluable, and I am proud of the work we have accomplished together.

One of the most rewarding aspects of my role has been the relationships I have cultivated with my colleagues. The collaborative spirit and dedication to our mission have made every day a pleasure to come to work. I will cherish the friendships and professional connections I have made here for years to come.

Moreover, being able to make a positive difference in the lives of our students and their families has been incredibly fulfilling. Witnessing their growth and success has been the highlight of my career, and I am grateful to have played a part in their journey.

While I am moving on to new endeavors, I am hopeful that our paths may cross again in the future. I am open to the possibility of collaborating together or staying in touch as professional contacts. Please do not hesitate to reach out if there are any opportunities for us to work together again.

I want to express my heartfelt gratitude to you and the entire team for your guidance, support, and camaraderie over the years. I am confident that ESU 7 and the Migrant Education Program will continue to thrive, making a lasting impact on the lives of our students.

Thank you once again for the enriching experiences and memories. I wish the organization and my colleagues all the best in their future endeavors.

Sincerely,

Melinda Velecela  
Education Liaison



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM  
(EXEMPT)

Employee ID: 003140

This employment contract is made by and between **Educational Service Unit No. 7**, referred to herein as "ESU," and **Amy Slama**, 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 **August, 2024**. This contract shall terminate on the 31 day of **July, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 111 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 **\$54,768.05** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$4,564.01** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **August** 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:
  - 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;
  - Any arrest for any reason;
  - Any criminal conviction;
  - Any sentence of incarceration;
  - 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;
  - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
  - 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.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

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Secretary, Board of ESU 7

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President, Board of ESU 7

## Workflow



Attached  
Workflow

Contracts

Current Status

Approved

Workflow Steps

- |   |   |   |
|---|---|---|
|  Completed | 1 | Signed by Amy Slama on 06/11/2024 at 10:33 AM<br>Signature: Amy Slama |
|  Completed | 2 | Approved by Larianne Polk on 06/14/2024 at 09:53 AM                   |

Amy Slama

Completed: 6/14/2024 9:53:34 AM



CERTIFICATED PROFESSIONAL CONTRACT

Employee ID: 011770

This contract is made by and entered into between Educational Service Unit 7, State of Nebraska, hereinafter referred to as "ESU 7", and **Cara Neesen**, hereinafter referred to as the "Party".

**WITNESSETH:** That ESU 7 hereby agrees to employ the above named Party in the assignment of **Principal**, subject to the following terms and conditions:

1. **Term of Employment:** This agreement shall commence on the **1** day of **July, 2024** and may be terminated pursuant to Section 7 of this agreement. This term shall consist of **220** days of service in any given fiscal year, which are inclusive of vacation and exclusive of holidays.
2. **Compensation:** The Party shall be paid a yearly salary of **\$112,584.74** paid in **12** monthly payments of **\$9,382.06** . The first salary installment shall be payable on the 20th day of **August** and on the 20th day of each month thereafter.
3. **Fringe Benefits:** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
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 ESU 7. The party further agrees that the certificate is or will be properly registered with ESU 7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU 7, 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 ESU 7, the rules and regulations of ESU 7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU 7

and rules and regulations of the ESU 7 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 ESU 7 and the ESU 7 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 ESU 7 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:** 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 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 ESU 7 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 ESU 7 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.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding until the necessary board signatures are obtained.

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

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

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Secretary, Board of ESU 7

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President, Board of ESU 7

# Workflow



Attached  
Workflow

Contracts

Current Status

Approved

Workflow Steps

- |   |   |  |
|---|---|--|
|  Completed | 1 | Signed by Cara Neesen on 06/04/2024 at 08:28 AM<br><b>Signature:</b> Cara Neesen |
|  Completed | 2 | Approved by Larianne Polk on 06/07/2024 at 08:16 AM                              |

Cara Neesen  
Completed: 6/7/2024 8:16:29 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM  
(EXEMPT)

Employee ID: 012203

This employment contract is made by and between **Educational Service Unit No. 7**, referred to herein as "ESU," and **Kassandra Cornwell**, 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 **12 day of August, 2024**. This contract shall terminate on the **20 day of May, 2025**, 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: **Provisional Licensed Mental Health Practitioner**. 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 **\$61,566.50** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$5,130.55** 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:
  - 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;
  - Any arrest for any reason;
  - Any criminal conviction;
  - Any sentence of incarceration;
  - 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;
  - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
  - 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.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

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Secretary, Board of ESU 7

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President, Board of ESU 7

## Workflow



Attached  
Workflow

Contracts

Current Status

Approved

Workflow Steps

- |   |   |  |
|---|---|--|
|  Completed | 1 | Signed by Cassandra Cornwell on 05/31/2024 at 08:15 PM<br><b>Signature:</b> Cassandra Cornwell |
|  Completed | 2 | Approved by Larianne Polk on 06/03/2024 at 03:47 PM  |

Kassandra Cornwell  
Completed: 6/3/2024 3:47:31 PM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM  
(EXEMPT)

Employee ID: 012050

This employment contract is made by and between **Educational Service Unit No. 7**, referred to herein as "ESU," and **Lynne Webster**, 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 **12** day of **August, 2024**. This contract shall terminate on the **20** day of **May, 2025**, 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: **Provisional Licensed Mental Health Practitioner**. 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 **\$71,258.00** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$5,938.17** 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:
  - 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;
  - Any arrest for any reason;
  - Any criminal conviction;
  - Any sentence of incarceration;
  - 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;
  - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
  - 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.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

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Secretary, Board of ESU 7

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President, Board of ESU 7

## Workflow


Attached  
Workflow

Contracts

Current Status

Approved

Workflow Steps

- |   |   |   |
|---|---|---|
|  Completed | 1 | Signed by Lynne Webster on 06/14/2024 at 10:43 AM<br>Signature: Lynne Webster |
|  Completed | 2 | Approved by Larianne Polk on 06/14/2024 at 11:10 AM                           |

Lynne Webster

Completed: 6/14/2024 11:10:35 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM  
(EXEMPT)

Employee ID: 011444

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

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

1. **Term of Employment.** This contract shall commence on the **12 day of August, 2024**. This contract shall terminate on the **20 day of May, 2025**, 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: **Licensed Mental Health Practitioner**. 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 **\$79,785.47** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$6,648.79** 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:
  - 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;
  - Any arrest for any reason;
  - Any criminal conviction;
  - Any sentence of incarceration;
  - 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;
  - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
  - 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.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

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Secretary, Board of ESU 7

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President, Board of ESU 7

## Workflow



Attached  
Workflow

Contracts

Current Status

Approved

Workflow Steps

- |   |   |   |
|---|---|---|
|  Completed | 1 | Signed by Megan Welch on 05/31/2024 at 09:28 AM<br>Signature: Megan Welch |
|  Completed | 2 | Approved by Larianne Polk on 06/03/2024 at 03:47 PM                       |

Megan Welch  
Completed: 6/3/2024 3:47:26 PM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM  
(EXEMPT)

Employee ID: 011576

This employment contract is made by and between **Educational Service Unit No. 7**, referred to herein as "ESU," and **Merridie Kaup**, 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 **12 day of August, 2024**. This contract shall terminate on the **20 day of May, 2025**, 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: **Licensed Mental Health Practitioner**. 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 **\$73,481.56** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$6,123.47** 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:
  - 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;
  - Any arrest for any reason;
  - Any criminal conviction;
  - Any sentence of incarceration;
  - 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;
  - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
  - 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.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

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Secretary, Board of ESU 7

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President, Board of ESU 7

## Workflow



Attached  
Workflow

Contracts

Current Status

Approved

Workflow Steps

- |   |   |   |
|---|---|---|
|  Completed | 1 | Signed by Merridie Kaup on 06/10/2024 at 06:59 AM<br>Signature: Merridie Kaup |
|  Completed | 2 | Approved by Larianne Polk on 06/14/2024 at 09:53 AM                           |

Merridie Kaup  
Completed: 6/14/2024 9:53:28 AM



CERTIFICATED PROFESSIONAL CONTRACT

Employee ID: 011428

This contract is made by and entered into between Educational Service Unit 7, State of Nebraska, hereinafter referred to as "ESU 7", and **Tamra Clay**, hereinafter referred to as the "Party".

**WITNESSETH:** That ESU 7 hereby agrees to employ the above named Party in the assignment of **Special Education Director**, subject to the following terms and conditions:

1. **Term of Employment:** This agreement shall commence on the **1** day of **July, 2024** 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 are inclusive of vacation and exclusive of holidays.
2. **Compensation:** The Party shall be paid a yearly salary of **\$137,548.23** paid in **12** monthly payments of **\$11,462.35**. The first salary installment shall be payable on the 20th day of **July** and on the 20th day of each month thereafter.
3. **Fringe Benefits:** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
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 ESU 7. The party further agrees that the certificate is or will be properly registered with ESU 7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU 7, 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 ESU 7, the rules and regulations of ESU 7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU 7

and rules and regulations of the ESU 7 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 ESU 7 and the ESU 7 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 ESU 7 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:** 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 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 ESU 7 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 ESU 7 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.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding until the necessary board signatures are obtained.

**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

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President, Board of ESU 7

# Workflow

Attached  
Workflow

Contracts

Current Status

Approved

Workflow Steps

- |   |   |   |
|---|---|---|
|  Completed | 1 | Signed by Tamra Clay on 05/31/2024 at 08:54 AM<br><b>Signature:</b> Tami Clay |
|  Completed | 2 | Approved by Larianne Polk on 06/03/2024 at 03:47 PM                           |

Tamra Clay

Completed: 6/3/2024 3:47:07 PM

## May '24 Treasurer Report

<b>Beginning Balance MAY 1, 2024</b>			<b>\$90,814.73</b>		
<b>RECEIPTS</b>					
Property taxes			\$875,486.62		
SPED			\$609,722.99		
General/Flow Through			\$199,730.42		
Grants			\$522,516.68		
<b>TOTAL RECEIPTS</b>			<b>\$2,207,456.71</b>	<b>\$2,207,456.71</b>	
				\$2,298,271.44	
Transfer to Money Market				\$1,150,000.00	-
Total Funds Available				\$1,148,271.44	
<b>DISBURSEMENTS:</b>					
General Fund			\$418,806.42		
SPED			\$453,175.24		
Receipts as credits			\$0.00		
Grants			\$195,922.45		
<b>Total DISBURSEMENTS Check #77919 thru #78097</b>			<b>\$1,067,904.11</b>	<b>\$1,067,904.11</b>	-
<b>Ending balance, MAY 31, 2024</b>				<b>\$80,367.33</b>	

Checking balance				\$80,367.33	
Money Market Deposit Account at First National Bank				\$5,910,000.00	
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	
Certificate of Deposit - First National Bank-Columbus				\$1,000,000.00	
<b>TOTAL CASH ON HAND (includes cash reserve)</b>					<b>\$7,590,367.33</b>
<b>CASH RESERVE</b>	<b>\$1,487,587.48</b>				
<b>Funds that are due to ESU 7</b>					
Grants				(\$673,574.45)	
Production/Art Media Accounts Receivable			(\$4,225.65)		
Network Support Accounts Receivable			(\$226.88)		
Misc. Flow thru Accounts Receivable			(\$11,069.02)		
Outstanding Receivables				(\$15,521.55)	
<b>Total due to ESU 7</b>				<b>(\$689,096.00)</b>	

	2022-23	2023-24	2022-23	2023-24		
	Dollars Spent Per Month	Dollars Spent Per Month	Percentage spent each month	Percentage spent each month		
September	\$266,632.91	\$299,871.57	9.70%	10.08%	Total Budget	\$16,223,814.63
October	\$186,072.92	\$176,049.06	6.77%	5.92%	30% of budget	\$4,867,144.39
November	\$143,630.26	\$127,254.21	5.22%	4.28%	Earmarked set aside	\$6,717,000.00
December	\$192,654.08	\$207,245.41	7.01%	6.97%	Total budget spent to date	\$8,816,820.06
January	\$197,852.07	\$204,916.22	7.19%	6.89%		
February	\$221,903.94	\$177,900.54	8.07%	5.98%		
March	\$187,887.87	\$202,230.23	6.83%	6.80%		
April	\$208,157.75	\$194,760.45	7.57%	6.55%		
May	\$199,048.99	\$203,966.51	7.24%	6.86%		
June	\$200,189.85		7.28%	0.00%		
July	\$158,470.03		5.76%	0.00%		
August	\$262,542.38		9.55%	0.00%		
<b>Approved Total General Budget for Levy \$</b>						
			\$2,750,201.46	\$2,975,174.95		
<b>Total Spent to date</b>			\$2,425,043.05	\$1,794,194.20		
Dollars approved from cash reserve				\$0.00		

<b>NOTES</b>	

**Article IV, Section 9, F Bereavement Leave**

1. *Immediate Family.* Paid family bereavement leave of 3 **consecutive** days is available in the event of the death of an immediate family member. The term “immediate family” for this purpose means the employee’s spouse, child, parent, grandparent, grandchild **and** sibling, **stepparents, stepsiblings and stepchildren** and family members standing in the same relation to the employee’s spouse (in-laws). Family bereavement leave of 3 days is available for each such death. **Additional days for bereavement may be charged as sick leave with Administrator or designee approval.**
2. *Non-Immediate Family.* Non-family bereavement leave of **4 2 days** is available for the death of a person who is not an immediate family member, but with whom the employee was so close that the employee would be expected to attend the person’s funeral. Non-family bereavement leave requires advance approval of the employee’s supervisor. **Employees may request two additional bereavement days for non-immediate family without loss of pay from the Administrator or designee. Leave granted will be charged against sick leave.**
3. *Use of Bereavement Leave.* Bereavement leave is to be used for purposes of addressing issues related to the death and to attend funeral services. The taking of a bereavement leave without attending funeral services would be an abuse of bereavement leave, except in the case of the death of the employee’s parent, child or spouse, where grief would be expected to impair the employee’s ability to function at work.
4. *Carry-over and Accumulation.* There is no carry-over or accumulation of unused bereavement leave.
5. *Nature of Paid Leave.* Paid leave is available to employees when the following specific conditions are met: (1) the employee is currently employed by the ESU; (2) the paid leave day is taken on a day the employee would otherwise be expected to be at work; and (3) the employee has met the conditions that are applicable to the type of paid leave that has been requested.

Legal Reference:	
Date of Adoption:	August 19, 2019
Date(s) of Revision:	June 17, 2024



## Educational Service Unit 7

Educational Service Unit 7  
2567 44th Avenue  
Columbus, NE 68601

### Educational Service Unit 7 FSA Plan

#### Plan Document

Amended and Restated September 01, 2024

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Educational Service Unit 7  
Educational Service Unit 7 FSA Plan

## INTRODUCTION

The company amends and restates this Plan as of September 01, 2024 with an original effective date of September 01, 1991. Its purpose is to provide benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to elect between cash compensation or certain nontaxable benefit options as they desire. The Plan shall be known as the Educational Service Unit 7 FSA Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

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## I. ARTICLE - PLAN DEFINITIONS

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01. **"Administrator"** means the Employer, unless another person or entity has been designated by the Employer pursuant to the Article titled: "Administration" to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including but not limited to the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.
02. **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in the Article titled: "Benefit Information".
03. **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under the Article titled: "Benefit Information". Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.
04. **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.
05. **"Compensation"** means the amounts received as compensation by the Participant from the Employer during a Plan Year.
06. **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)). Any child of a Plan Participant who is determined to be an alternate recipient under a qualified medical child support order under ERISA Sec. 609 shall be considered a Dependent under this Plan.

**"Dependent"** shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his or her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

07. **"Effective Date"** means September 01, 1991.
08. **"Election Period"** means the period, established by the Administrator, immediately preceding the beginning of each Plan Year, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to the Article titled: "Participant Elections".
09. **"Eligible Employee"** means any Employee who has satisfied the provisions of the Section titled: "Eligibility".

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll

records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

An "Eligible Employee" shall exclude the following:

- Leased Employees
- Seasonal
- Temporary
- Substitutes

10. **"Employee"** means any person who is currently or hereafter employed by the Employer.
11. **"Employer"** means Educational Service Unit 7 and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, or Adopting Employer.
12. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended from time to time.
13. **"Grace Period"** means the two and one-half month period after the end of the Plan Year. The Grace Period allows a Participant with unused funds or contributions to be reimbursed for expenses incurred during the Grace Period. The effect of the Grace Period is that a Participant has up to 14 months and 15 days to use the funds for the Plan Year.
14. **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit, or any self-funded arrangement providing any Benefit offered for health and welfare coverage to Eligible Employees of the Employer.
15. **"Insurance Premium Payment Plan"** means the plan of benefits contained in the "Benefit Options" section of this Plan, which provides for the payment of Premium Expenses.
16. **"Insurer"** means any insurance company that underwrites a Benefit or any self-funded arrangement under this Plan.
17. **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.
18. **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to the Section titled: "Application to Participate" and has not for any reason become ineligible to participate further in the Plan.
19. **"Plan"** means the flexible benefits plan described in this instrument, including all amendments thereto.
20. **"Plan Year"** means the 12-month period beginning September 01 and ending August 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
21. **"Premium Expenses"** or **"Premiums"** means the Participant's cost for the Benefits described in the Section titled: "Benefit Options".
22. **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant shall be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.
23. **"Qualified Reservist"** means a Participant of the plan who is a member of a reserve component such as: the Army National Guard; the Air National Guard; the Army Reserve; the Navy Reserve; the Marine Corps Reserve; the Air Force Reserve; the Coast Guard Reserve; the Reserve Corps of the Public Health Service; or as defined 37 U.S.C Section 101.
24. **"Qualified Reservist Distribution"** means a distribution to a Participant which includes a portion or the balance in the Participant's Health Flexible Spending Account as described in the Article titled: "Qualified Reservist Distribution".
25. **"Run-out Period"** means the set number of days after the plan year ends that allows you to submit claims for eligible expenses incurred during the Plan Year.
26. **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to the Section titled: "Salary Redirection". These contributions shall be converted to

Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under the Article titled: "Participant Elections".

27. **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his or her Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.
28. **"Spouse"** means "spouse" as defined in an Insurance Contract, then, for purposes of coverage under that Insurance Contract only, "spouse" shall have the meaning stated in the Insurance Contract. In all other cases, "spouse" shall have the meaning stated under applicable federal or state law.

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## II. ARTICLE - PARTICIPATION

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### 01. **ELIGIBILITY**

An individual is eligible to participate in this Plan if the individual:

- a. is an Eligible Employee as defined in the Article titled: "Definitions"
- b. is working an average of 16 hours or more per week; and
- c. is eligible for the group medical plan

### 02. **EFFECTIVE DATE OF PARTICIPATION**

An Eligible Employee shall become a Participant effective as of the first day of the next month following your date of hire.

### 03. **APPLICATION TO PARTICIPATE**

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his or her Benefit elections pursuant to the Section titled: "Change in Status".

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured Benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance, unless the Employee elects, during the Election Period, not to participate in the Plan.

### 04. **TERMINATION OF PARTICIPATION**

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- a. **Termination of employment.** The termination of Participant's employment, subject to the provisions of the Section titled: "Termination of Employment"
- b. **Death.** The Participant's death, subject to the provisions of the Section titled: "Death" or
- c. **Termination of the plan.** The termination of this Plan, subject to the provisions of the Section titled: "Termination".

### 05. **TERMINATION OF EMPLOYMENT**

If a Participant's employment with the Employer is terminated for any reason other than death, his or her participation in the Benefit Options provided under the Section titled: "Benefit Options" shall be governed in accordance with the following:

- a. **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- b. **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment-related Dependent Care Expense reimbursements for expenses within 90 days after the date of termination, limited by the balance in the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- c. **Health FSA, COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year for which contributions to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account, shall be applied and administered consistent with such further rights that a Participant and his or her Dependents may be entitled to pursuant to Code Section 4980B and the Section titled: "Continuation of Coverage" of the Plan.
- d. **Limited Purpose FSA, COBRA applicability** With regard to the Limited Purpose Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year for which payments to the Limited Purpose Flexible Spending

Account have already been made. Thereafter, the benefits under this Plan, shall be applied and administered consistent with such further rights that a Participant and his or her Dependents may be entitled to pursuant to Code Section 4980B and the Section of this Plan Document titled: "Continuation of Coverage".

**06. REINSTATEMENT OF A FORMER PARTICIPANT**

An Employee whose participation terminates and returns to an eligible status less than thirty days later may re-enroll within thirty days of returning to an eligible status with a commencement date of the first of the month following the adjusted eligibility date. An Employee who re-enrolls in a Health Flexible Spending Account or Dependent Care Account after such time must re-enter the Plan and reinstate their original elections for that Plan Year with adjustments to the annual election amount as the Administrator deems necessary to prorate the annual election amount over the remainder of the Plan Year. Expenses incurred by the employee during the time that the employee was not a Participant will not be covered expenses unless COBRA was elected pursuant to the Article titled: "Continuation of Coverage (COBRA)".

Any Employee who terminates employment and is rehired into an eligible status after thirty days from the date of termination will be treated as a new enrollee under the Plan. If such Employee returns within the same Plan Year, prior contributions made to the Health Flexible Spending Account and/or the Dependent Care Account will be taken into consideration so as not to exceed Plan or IRS maximums.

**07. DEATH**

If a Participant dies, his or her participation in the Plan shall immediately cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to a particular specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

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### **III. ARTICLE - CONTRIBUTIONS TO THE PLAN**

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#### **01. SALARY REDIRECTION**

Subject to the provisions of the section titled "Employer Contributions," benefits under the Plan shall be financed by Salary Redirections sufficient to support the benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his or her pay during a Plan Year by an amount determined necessary to purchase the elected Benefit Options. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participant's elections made under the Section titled: "Initial Elections".

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to the Section titled: "Initial Elections") and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under the Article titled: "Participant Elections" and are consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

#### **02. APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

#### **03. PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

#### **04. EMPLOYER CONTRIBUTIONS**

The Employer may provide non-elective contributions in the form of Employer Funding into the Health Flexible Spending Account, Limited Purpose Flexible Spending Account, and Dependent Care Spending Account to the extent as described in the Section Titled: "Limitation on Allocations". Such contributions may be prorated for Participants who begin participating in the middle of the Plan Year. Contributions or matching contributions made to the Health Flexible Spending Account, Limited Purpose Flexible Spending Account, and Dependent Care Spending Account generally do not count toward the annual contribution limit as described in the Section Titled: "Limitation on Allocations".

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## IV. ARTICLE - BENEFITS

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### 01. **BENEFIT OPTIONS**

Each Participant may elect any one or more of the following optional Benefits:

- Health Flexible Spending Account
- Limited Purpose Flexible Spending Account
- Dependent Care Flexible Spending Account

In addition, each Participant shall have a sufficient portion of his or her Salary Redirections applied to the following Benefits unless the Participant elects not to receive such Benefits:

- Group Term Life
- Group Medical Plan
- Group Dental Plan
- Group Vision Plan
- Critical Illness
- Hospital Indemnity Insurance
- Accidental Death & Dismemberment
- Cancer Insurance
- Intensive Care Insurance

### 02. **HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case the Article titled: "Health Flexible Spending Account" shall apply.

### 03. **LIMITED PURPOSE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Limited Purpose Flexible Spending Account option, in which case the Article titled: "Health Flexible Spending Account" shall apply.

### 04. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case the Article titled: "Dependent Care Flexible Spending Account" shall apply.

### 05. **HEALTH INSURANCE BENEFIT**

- a. **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.
- b. **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

### 06. **DENTAL INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

07. **VISION INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.
- b. **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

08. **GROUP TERM LIFE INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's group term life Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable group term life Insurance Contracts for use in providing this group term life insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such group term life Insurance Contract shall be determined therefrom, and such group term life Insurance Contract shall be incorporated herein by reference.

09. **CANCER INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's cancer Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable cancer Insurance Contracts for use in providing this cancer insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such cancer Insurance Contract shall be determined therefrom, and such cancer Insurance Contract shall be incorporated herein by reference.

10. **CRITICAL ILLNESS INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's critical illness Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable critical illness Insurance Contracts for use in providing this critical illness insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such critical illness Insurance Contract shall be determined therefrom, and such critical illness Insurance Contract shall be incorporated herein by reference.

11. **HOSPITAL INDEMNITY INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's hospital indemnity Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable hospital indemnity Insurance Contracts for use in providing this hospital indemnity insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such hospital indemnity Insurance Contract shall be determined therefrom, and such hospital indemnity Insurance Contract shall be incorporated herein by reference.

12. **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's accidental death and dismemberment Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable accidental death and dismemberment insurance Contracts for use in providing this accidental death and dismemberment insurance benefit, which contracts will provide uniform benefits for all

Participants electing this Benefit.

- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such accidental death and dismemberment Insurance Contract shall be determined therefrom, and such accidental death and dismemberment Insurance Contract shall be incorporated herein by reference.

### 13. **INTENSIVE CARE INSURANCE**

- a. **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under a Intensive Care Insurance Contract.
- b. **Employer selects contracts.** The Employer may select suitable Intensive Care Insurance Contracts for use in providing this Intensive Care Insurance benefit, which contracts will provide uniform benefits for all Participants electing this Benefit.
- c. **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such Intensive Care Insurance Contract shall be determined therefrom, and such Intensive Care Insurance Contract shall be incorporated herein by reference.

### 14. **HEALTH SAVINGS ACCOUNT CONTRIBUTIONS**

- a. Participants may elect to make contributions on a pre-tax basis to a Health Savings Account ("HSA"). The HSA is not an employer-sponsored benefit plan. It is an individual trust or custodial account that Participants open and which may be used to reimburse Participants for eligible medical expenses as set forth in Code Section 223.

### 15. **NONDISCRIMINATION REQUIREMENTS**

- a. **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.
- b. **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.
- c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination is prohibited by Code Section 125, it may, but shall not be required to, reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his or her non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his or her non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

### 16. **NON-TAX DEPENDENT COVERAGE**

- a. If (i) Employee Salary Redirections are made to fund Benefits under the Plan, and (ii) the Employer allows a Participant to elect to cover a Non-Tax Dependent through the Participant's coverage under group Medical, Dental or Vision benefit(s), a Participant who elects to participate in the Salary Redirection program may pay on a pre-tax basis through salary reduction contributions the Participant's portion of the premium cost of coverage under the Employer's Medical, Dental or Vision Benefits, provided that the full fair market value of such Medical, Dental or Vision coverage for any such Non-Tax Dependent shall be includible in the Participant's gross income as a taxable benefit in accordance with applicable federal income tax rules. For purposes of this Plan, the Participant electing coverage for Non-Tax Dependent(s) shall be treated as receiving, at the time that coverage is received, cash compensation equal to the full fair market value of such coverage and then as having purchased the coverage with after-tax employee contributions.
- b. Notwithstanding the foregoing, no medical care or dependent care expenses incurred by or

with respect to a Non-Tax Dependent of a Participant shall be eligible for reimbursement as eligible expenses under the Health Flexible Spending Account or Dependent Care Flexible Spending Account.

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## V. ARTICLE - PARTICIPANT ELECTIONS

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### 01. **INITIAL ELECTIONS**

An Employee who meets the eligibility requirements of the Section titled: "Eligibility" on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his or her effective date of participation pursuant to the Section titled: "Effective Date of Participation".

Notwithstanding the foregoing, an Employee who is eligible to participate in this Plan and who is covered by the Employer's insured benefits under this Plan shall automatically become a Participant to the extent of the Premiums for such insurance unless the Employee elects, during the Election Period, not to participate in the Plan.

### 02. **SUBSEQUENT ANNUAL ELECTIONS**

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form or electronically, as provided by the Administrator, which spending account Benefit options he wishes to participate in. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which immediately follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- a. A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- b. A Participant may terminate his or her participation in the Plan by notifying the Administrator in writing or by electronic notification, as determined by the Employer, during the Election Period that he does not want to participate in the Plan for the next Plan Year;
- c. An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in the Section titled: "Change of Status".

### 03. **FAILURE TO ELECT**

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits, subject to the provisions of the Section titled: "Change in Status" below.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election pursuant to the Section titled: "Subsequent Annual Elections" by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

### 04. **CHANGE IN STATUS**

- a. **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict with any of the provisions of this Plan, then such rules and regulations shall control. See below in this Section for other situations in which changes in Benefit elections are permitted.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent's ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains eligibility for coverage under any other plan, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan is consistent with that change in status only if coverage for that individual becomes applicable or is increased under said other plan. Also, if the Participant, Spouse or Dependent loses eligibility for coverage under any other plan, then a Participant's election under the Plan to start or increase coverage for that individual under the Plan is consistent with that change in

status only if coverage for that individual ceases or is decreased under said other plan.

Regardless of the consistency requirement, if the individual, or the individual's Spouse or Dependent, becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

1. **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
2. **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
3. **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
4. **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
5. **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

- b. **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP), provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.
- c. **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) (collectively, an "order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) that requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):
  1. The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
  2. The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan, and such coverage is actually provided.
- d. **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or

Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

- e. **Cost increase or decrease.** Notwithstanding subsection (a), if the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

- f. **Loss of coverage.** Notwithstanding subsection (a), if the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.
- g. **Addition of a new benefit.** Notwithstanding subsection (a), if, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.
- h. **Loss of coverage under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.
- i. **Change of coverage due to change under certain other plans.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse, former Spouse's employer or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse, former Spouse's employer or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse, former Spouse's employer or Dependent's employer.
- j. **Change in dependent care provider.** Notwithstanding subsection (a), a Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in a dependent care provider. The availability of dependent care services from a new dependent care provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).
- k. Notwithstanding subsection (a), a Participant may prospectively revoke his or her election of group health plan coverage if (i) the Participant changes from full-time employment (i.e., an average of 30 hours of service per week) to part-time employment (i.e., an average of less than 30 hours of service per week), even if the Participant continues to be eligible for coverage under the group health plan, and (ii) the Participant, and any related individuals whose coverage is also to be revoked, intend to enroll in another plan that provides minimum essential coverage and is effective no later than the first day of the second month after the month during which the revocation is effective.
- l. **Health Savings Account changes** Notwithstanding subsection (a), with regard to the Health Savings Account Benefit specified in the Article titled: "Benefits", a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.
- m. **Health Flexible Spending Account cannot change due to insurance change.** A

Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.

- n. **Limited Purpose Flexible Spending Account cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Limited Purpose Flexible Spending Account as a result of a cost or coverage change under any health insurance contract.

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## VI. ARTICLE - HEALTH FLEXIBLE SPENDING ACCOUNT

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### 01. ESTABLISHMENT OF BENEFIT

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of allowable Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Participant's Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

### 02. DEFINITIONS

For the purposes of this Article and the Plan, the terms below have the following meanings:

- a. **"Health Flexible Spending Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by the Participant, his or her Spouse and his or her Dependents may be reimbursed.
- b. **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:
  1. one of the 5 highest paid officers;
  2. a shareholder who owns (or is considered to own, applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
  3. among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).
- c. **"Limited Purpose Flexible Spending Account"** means the account established for a Participant pursuant to this Plan to which part of his or her Plan Benefit Dollars may be allocated and from which all allowable Dental, Vision, and Preventative Care Expenses incurred by a Participant, his or her Spouse or his or her Dependents may be reimbursed. This account is for Participants that are making contributions to a Health Savings Account (HSA) within the same plan year.
- d. **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his or her tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his or her Spouse or Dependent.

- e. A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).
- f. The definitions of the Article titled: "Plan Definitions" are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

### 03. FORFEITURES

The amount in the Health Flexible Spending Account as of the end of the allowable 2.5 month Grace Period, as defined in the Article titled: "Definitions", of the normal Plan Year (including any applicable run-out period and the processing of all claims for such Plan Year pursuant to the Section titled: "Health Flexible Spending Account Claims" hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

The amount in the Limited Purpose Flexible Spending Account as of the end of the allowable 2.5 month Grace Period, as defined in the Article titled: "Definitions", of the normal Plan Year (including any applicable run-out period and the processing of all claims for such Plan Year pursuant to the Section titled: "Health Flexible Spending Account Claims" hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

#### 04. **LIMITATION ON ALLOCATIONS**

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary redirections that may be allocated to the Health Flexible Spending Account by a Participant in any Plan Year is \$3,200.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code. The minimum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$120.00.

Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary redirections that may be allocated to the Limited Purpose Flexible Spending Account by a Participant in any Plan Year is \$3,200.00. The maximum limit may increase from year-to-year pursuant to Section 125(i)(2) of the Internal Revenue Code. The minimum amount that may be allocated to the Limited Purpose Flexible Spending Account by a Participant in or on account of any Plan Year is \$120.00

#### 05. **NONDISCRIMINATION REQUIREMENTS**

- a. **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.
- b. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section and/or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

#### 06. **COORDINATION WITH CAFETERIA PLAN**

All Participants under the Plan are eligible to receive Benefits under this Health Flexible Spending Account. Enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

#### 07. **HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS**

- a. **Expenses must be incurred during Plan Year.** All eligible Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed, subject to the Section titled: "Termination of Employment", even though the submission of such a claim occurs after his or her participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.
- b. **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his or her Spouse or Dependents.
- c. **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time after incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical

Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

- d. **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within the 2.5 month Grace Period, as defined in the Article titled: "Definitions" or within 90 days after the end of the Plan Year, that Medical Expense claim shall not be considered for reimbursement by the Administrator. Moreover, if a Participant terminates employment during the Plan Year, claims for the reimbursement of Medical Expenses must be submitted within 90 days after the date of termination.

#### 08. **DEBIT AND CREDIT CARDS**

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

- a. **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.
- b. **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued or remain in effect for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.
- c. **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in the Section titled: "Limitation on Allocations".
- d. **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator.
- e. **Card use.** The cards shall only be used for Medical Expense purchases as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, including, but not limited to, the following:
1. Co-payments for doctor and other medical care;
  2. Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
  3. Purchase of medical items such as eyeglasses, syringes, crutches, etc.
- f. **Substantiation.** Such purchases by the cards shall be subject to confirmation by the Administrator, usually by requiring the Participant to submit a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation by the Administrator.
- g. **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.
1. Repayment of the improper amount by the Participant;
  2. Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal and state law;
  3. Claims substitution or offset of future claims until the amount is repaid; and
  4. If subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

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## VII. ARTICLE - DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

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### 01. ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

### 02. DEFINITIONS

For the purposes of this Article and the Plan, the terms below shall have the following meaning:

- a. **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his or her Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.
- b. **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.
- c. **"Employment-Related Dependent Care Expenses"** means the amounts paid for those expenses of a Participant that, if paid by the Participant, would be considered employment related expenses under Code Section 21(b)(2). Generally, they include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period during which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for, the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:
  1. If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment Related Dependent Care Expenses only if incurred for a Qualifying Dependent (as defined in the "Definitions" Section of the Article titled: "Dependent Care Flexible Spending Account") who regularly spends at least eight (8) hours per day in the Participant's household;
  2. If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than six (6) individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and
  3. Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid to or incurred by a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.
- d. **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,
  1. a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;
  2. a Dependent or Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or
  3. a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).
- e. The definitions of the Article titled: "Definitions" are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

### 03. DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

04. **INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the amount of Cafeteria Plan Benefit Dollars that he has elected to apply toward his or her Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

05. **DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of the Participant pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof.

06. **ALLOWABLE DEPENDENT CARE REIMBURSEMENT**

Subject to limitations contained in the Section titled: "Limitation on Payments" below, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

07. **ANNUAL STATEMENT OF BENEFITS**

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under the Section titled: "Definitions" during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

08. **FORFEITURES**

The amount in the Participant's Dependent Care Flexible Spending Account as of the end of the allowable 2.5 month Grace Period, as defined in the Article titled: "Definitions", of the normal Plan Year (and after the applicable run-out period and processing of all claims for such Plan Year pursuant to the Section titled: "Dependent Care Flexible Spending Account Claims" hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

09. **LIMITATION ON PAYMENTS**

- a. **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any tax year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000.00 (or cannot exceed \$5,000 as provided under Code Section 129 or \$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

10. **NONDISCRIMINATION REQUIREMENTS**

- a. **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination is prohibited under Code Section 129(d).
- b. **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of (i) the stock of, or (ii) the capital or profits interest in, the Employer.
- c. **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination is prohibited by Code Section 129, it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

## 11. **COORDINATION WITH CAFETERIA PLAN**

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 12. **DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS**

The Administrator shall direct the payment of all qualified Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- a. The Dependent or Dependents for whom the services were performed;
- b. The nature of the services performed for the Dependent, the cost of which the Participant wishes reimbursement;
- c. The relationship, if any, of the person performing the services to the Participant;
- d. If the services are being performed by a child of the Participant, the age of the child;
- e. A statement as to where the services were performed;
- f. If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- g. If the services were being performed in a day care center, a statement:
  1. that the day care center complies with all applicable laws and regulations of the state of residence,
  2. that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  3. of the amount of fee paid to the provider.
- h. If the Participant is married, a statement containing the following:
  1. the Spouse's salary or wages, if he or she is employed, or
  2. if the Participant's Spouse is not employed, that
    - i. he or she is incapacitated, or
    - ii. he or she is a full-time student attending an educational institution, and the months of the year during which he or she attends such institution.
- i. **Claims for reimbursement.** If a Participant fails to submit a claim within 2.5 month Grace Period, as defined in the Article titled: "Definitions", or within 90 days after the end of the Plan Year, that Dependent Daycare claim shall not be considered for reimbursement by the Administrator.

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## VIII. ARTICLE - ERISA PROVISIONS

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### 01. CLAIM FOR BENEFITS

- a. **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.
- b. **Health FSA claims.** If a Participant fails to submit a claim under the Health Flexible Spending Account within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. However, if a Participant terminates employment during the Plan Year, claims for the reimbursement must be submitted within 90 days after the date of termination. Once a claim is submitted, the following timetable for claims and the rules below apply:

Notification of whether claim is accepted or denied	30 days
Extension due to matters beyond the control of the Plan	15 days
Insufficient information on the claim:	
Notification of	15 days
Response by Participant	45 days
Review of claim denial	60 days

The Plan Administrator will provide written or electronic notification of any claim denial. The notice will state:

1. The specific reason or reasons for the denial.
2. Reference to the specific Plan provisions on which the denial was based.
3. A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary.
4. A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of the right to bring a civil action under Section 502 of ERISA following a denial on review.
5. A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.
6. If the denial was based on an internal rule, guideline, protocol, or other similar criterion, the specific rule, guideline, protocol, or criterion will be provided with the denial free of charge. If this is not practical, a statement will be included that such a rule, guideline, protocol, or criterion was relied upon in making the denial and a copy will be provided free of charge to the claimant upon request.

When the Participant receives a denial, the Participant shall have 180 days following receipt of the notification in which to appeal the decision. The Participant may submit written comments, documents, records, and other information relating to the Claim. If the Participant requests, the Participant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim.

The period of time within which a decision on review is required to be made will begin at the time an appeal is filed in accordance with the procedures of the Plan. This timing is without regard to whether all the necessary information accompanies the filing.

A document, record, or other information shall be considered relevant to a Claim if it:

1. was relied upon in making the claim determination;
2. was submitted, considered, or generated in the course of making the claim determination, without regard to whether it was relied upon in making the claim determination;
3. demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that claim determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or

4. constituted a statement of policy or guidance with respect to the Plan concerning the denied claim.

The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the Claim, without regard to whether such information was submitted or considered in the initial claim determination. The review will not afford deference to the initial denial and will be conducted by a fiduciary of the Plan who is neither the individual who made the adverse determination nor a subordinate of that individual.

- c. **Forfeitures.** Any balance remaining in the Participant's Dependent Care Flexible Spending Account or Health Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to the Section titled: "Forfeitures", whichever is applicable. Provided, any provision of the Plan to the contrary notwithstanding, where a Participant has properly appealed the denial of a claim and the appeal has not been finally resolved or the appeal has been finally resolved in favor of the Participant, no forfeiture shall take place as to any such balance in dispute. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus. If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited and returned to the Employer following a reasonable time after the date any such payment first became due.

## 02. **APPLICATION OF BENEFIT PLAN SURPLUS**

Any forfeited amounts credited to the benefit plan surplus may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

## 03. **NAMED FIDUCIARY**

The Administrator shall be the named fiduciary pursuant to ERISA Section 402 and shall be responsible for the management and control of the operation and administration of the Plan.

## 04. **GENERAL FIDUCIARY RESPONSIBILITIES**

The Administrator and any other fiduciary under ERISA shall discharge their duties with respect to this Plan solely in the interest of the Participants and their beneficiaries and

- a. for the exclusive purpose of providing Benefits to Participants and their beneficiaries and defraying reasonable expenses of administering the Plan;
- b. with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and
- c. in accordance with the documents and instruments governing the Plan insofar as such documents and instruments are consistent with ERISA.

## 05. **NONASSIGNABILITY OF RIGHTS**

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and shall not be subject to the rights of creditors, and any attempt to cause such right to be so alienated or subjected shall not be recognized, except to such extent as may be required by law.

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## **IX. ARTICLE - ADMINISTRATION**

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### **01. PLAN ADMINISTRATION**

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person or persons, including, but not limited to, one or more Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or may be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery if no date is specified. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of ERISA, the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- a. To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- b. To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- c. To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- d. To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- e. To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- f. To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- g. To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such should be paid. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- h. To establish and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and
- i. To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

### **02. EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer, for examination at reasonable times during normal business hours, such records as pertain to their interest under the Plan.

### **03. PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

04. **INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer or other benefit program that is self-insured whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

05. **INDEMNIFICATION OF ADMINISTRATOR**

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

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## **X. ARTICLE - AMENDMENT OR TERMINATION OF PLAN**

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### **01. AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state and local laws, statutes and regulations.

### **02. TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such accounts shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

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## **XI. ARTICLE - MISCELLANEOUS**

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### **01. PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in the Section titled: "Severability".

### **02. GENDER AND NUMBER**

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

### **03. WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

### **04. EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

### **05. PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

### **06. ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by the Employer.

### **07. EMPLOYER'S PROTECTIVE CLAUSES**

- a. **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.
- b. **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

### **08. NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

### **09. INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS**

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant

as regular cash compensation, plus the Participant's share of any Social Security tax and Medicare tax that would have been paid on such compensation, less any such additional income tax, Social Security tax, and Medicare tax actually paid by the Participant.

10. **FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11. **GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event does the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of Nebraska.

12. **SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

13. **CAPTIONS**

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

14. **CONTINUATION OF COVERAGE (COBRA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

15. **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

16. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

17. **UNIFORM SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)**

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

18. **QUALIFIED RESERVIST DISTRIBUTIONS**

Notwithstanding any provision of this Plan to the contrary, a Participant may elect to receive a distribution of certain funds from his or her Health Flexible Spending Account or Limited Purpose Flexible Spending Account if the following criteria is met:

1. The Participant is a Qualified Reservist as defined in the Section titled: "Definitions".
2. The Participant is ordered or called to active duty for a period in excess of 180 days or more, or for an indefinite period. If the period is less than 180 days, a Qualified Reservist Distribution is not allowed unless there are subsequent orders or calls for duty that increase the total period of active duty to 180 days or more.
3. The Participant has provided the Plan Administrator with a copy of the order or call to active duty and;
4. The request for distribution is made during the period beginning with the order or call to duty and ending on the last day of the Plan Year (or Grace Period if applicable, as defined in the Article titled: "Definitions" ) in which the order or call to duty occurred. The Participant delivers a written election to the Plan Administrator in a form designated or requested by the

Plan Administrator.

The amount of the QRD shall be the amount contributed to the account as of the date of the QRD request minus reimbursements received as of the date of the QRD request.

19. **COMPLIANCE WITH HIPAA PRIVACY STANDARDS**

- a. **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- b. **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including information about treatment or payment for treatment.
- c. **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.
- d. **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
  1. An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
  2. In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy officer. The privacy officer shall take appropriate action, including:
    - i. investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
    - ii. appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
    - iii. mitigation of any harm caused by the breach, to the extent practicable; and
    - iv. documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- e. **Certification.** The Employer must and hereby does provide certification to the Plan that it agrees to adopt all required provisions as mandated under HIPAA for all non-exempt group health plans, including the following:
  1. Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
  2. Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
  3. Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
  4. Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

5. Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
6. Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
7. Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
8. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
9. If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
10. Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards.

20. **COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS**

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- a. **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- b. **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- c. **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in the Section titled: "Compliance with HIPAA Privacy Standards".

21. **MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

22. **GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

23. **WOMEN'S HEALTH AND CANCER RIGHTS ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

24. **NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

# Execution Agreement

**IN WITNESS WHEREOF, Educational Service Unit 7** has caused its authorized officer to execute this amended and restated Plan document as of \_\_\_\_\_, the same to be effective **September 01, 2024**, unless otherwise indicated herein.

Company: Educational Service Unit 7

Signature:

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Printed  
Name:

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Title:

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Date:

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# CERTIFICATE OF RESOLUTION

The undersigned authorized representative of **Educational Service Unit 7** (the Employer) hereby certifies that the following resolutions were duly adopted by the governing body of the Employer on \_\_\_\_\_, and that such resolutions have not been modified or rescinded as of the date hereof:

**RESOLVED**, that the form of amended and restated Welfare Benefit Plan, effective September 01, 2024, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

**RESOLVED**, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

**RESOLVED**, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

The undersigned further certifies that attached hereto as Exhibits, are true copies of Educational Service Unit 7's Benefit Plan Document and Summary Plan Description approved and adopted at this meeting.

Company: Educational Service Unit 7

Signature:

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Printed  
Name:

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Title:

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Date:

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**RESOLUTION APPROVING CERTAIN STAFF TRAININGS**

**WHEREAS**, during the 2024 legislative session, the Legislature enacted LB 1329; and,

**WHEREAS**, LB 1329 defers to each Board of Education to determine the reasonable length of time for certain staff training requirements; and

**WHEREAS**, to ensure that the ESU’s planned training requirements for the 2024-2025 school year comply with these statutory requirements, the Board of Education adopts this Resolution to find and determine that the following training requirements are reasonable in scope and length.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education hereby determines as follows:

1. The following trainings are reasonable in both length and scope and the Chief Administrator or designee shall identify the ESU staff who shall be trained as follows:

<b>Subject</b>	<b>Required by</b>	<b>Source of Training</b>	<b>Approximate Length of Training</b>
Behavioral Awareness	Neb. Rev. Stat. § 79-3603	ESU 7 staff or video provided by ESUCC	not to exceed 60 minutes
Bullying: Recognition & Response Refresher	Neb. Rev. Stat. § 79-2,137	SafeSchools	25 minutes
FERPA: Confidentiality of Records	ESU 7	SafeSchools	20 minutes
Slips, Trips and Falls	ESU 7	SafeSchools	16 minutes
Suicide Prevention	Neb. Rev. Stat. § 79-2,146	ESU 7 Mental Health Team	1 hour and 15 minutes
Title IX	Neb. Rev. Stat. § 85-608	Perry Law Firm	1 hour

2. The Chief Administrator or designee is authorized to implement additional training requirements for staff if the Chief Administrator or designee determines that additional training would be in the best interest of the ESU and/or is otherwise required by law.

3. The Chief Administrator or designee is further authorized to deviate from the source of these training requirements if any unexpected circumstances arise and the Chief Administrator or designee determines that it is in the best interests of the ESU to require a different training(s).

4. All ESU staff who are directed to attend or participate in any training requirement(s) must complete such training(s) in good faith and in accordance with this Resolution and the directives of the Chief Administrator or designee.

This Resolution shall continue until or unless modified by a vote of the majority of a quorum of the Board of Education.

**DATED** this 17th day of June, 2024.

**Educational Service Unit 7**

**BY:**

\_\_\_\_\_

Board President

**ATTEST:**

\_\_\_\_\_

Board Secretary



# ESU 7 Goals 2023-2024

## Board of Directors

- Goal 1: By July 2024, the ESU 7 board will create, roll out, and operationalize a formalized process for board recruitment, onboarding, mentoring, and boardsmanship.
  - Pre-Post engagement survey
  - Pre-Post process survey
- Goal 2: By July 2024, the ESU 7 board will attend at least two professional/personal learning events annually.
  - Pre-Post data
- Goal 3: By July 2024, the ESU 7 board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured.
  - Pre-Post data
- Goal 4: By July 2024, the ESU 7 board will create, roll out, and operationalize communication materials detailing tailored services and outcomes.
  - Pre-Post data

## Administrator

- Goal: By 2024, use a process to allocate human, fiscal and physical resources in order to maintain (optimize) and develop (innovate) quality services
  - Actions:
    - Operationalize a data rich system to determine services to sunset, modify, and add.
    - Leadership to attend and establish the AESA Business Strategy Framework to learn of alternative funding options
    - Implement system to measure impact of services delivered
    - Work with the board to create long term plan for physical resource allocation
    - Strengthen long term plan for human capital allocation.

## Directors

- Goal 1: By 2026, ESU 7 will use an established process to measure implementation and impact of targeted services.
- Goal 2: By 2024, use a process to allocate human, fiscal and physical resources in order to maintain (optimize) and develop (innovate) quality services.

## Agency Team

- Goal: By January 2025, ESU 7 will host a professional development regional conference for stakeholder schools and internal ESU 7 staff.



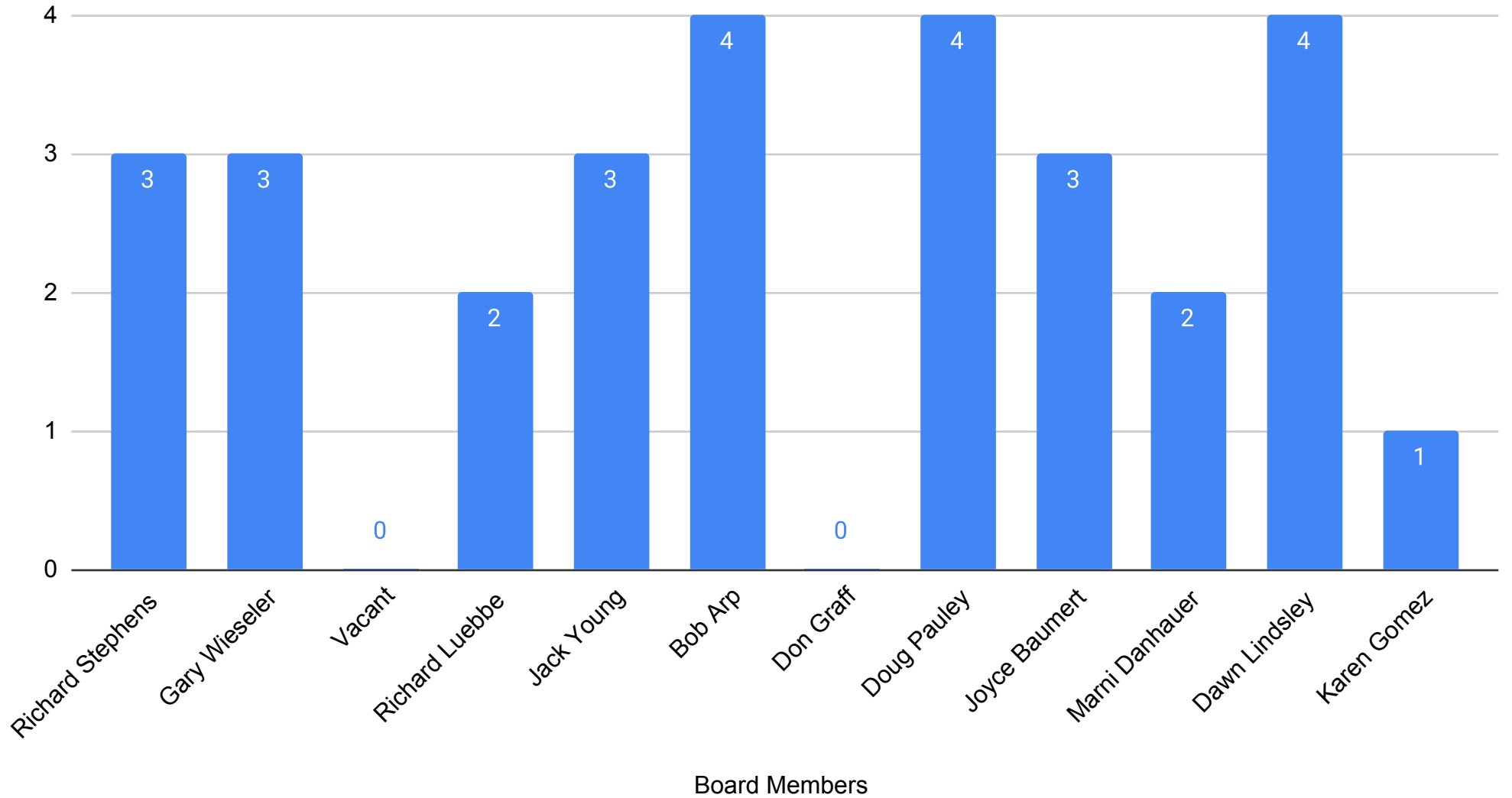
## Departments

- Administration:
  - Goal 1: By July 2024, ESU 7 Administrative processes will be highly functional.
  - Goal 2: By July 2024, the Administration Department will explore accounting software programs.
- Cen7ter: Each semester at Cen7ter will prioritize job sites that we can navigate to and from in a timely manner.
- Early Childhood: By May 2025, All ESU 7 PAC members will confidently implement changes needed to IEP/IFSP/MDT processes based on Part B CAPs and new information from NDE and school lawyers.
- Grants:
  - Goal 1: By May 2023, the Grants Department will collect needs assessment data that will be compared to find areas of similarities. Similarities will lead to collaborative opportunities.
  - Goal 2: By May 2024, the Grants Department members will enhance the skills needed to train adult learners.
- Learning Academy: Given data through evidenced-based assessments, we will individualize academic and behavioral interventions as evidenced by implementation of intervention groups by October 23, 2023.
- Mental Health: By May 2024, the Mental Health Department will improve our data collection system to analyze trends and drive service delivery.
- Migrant: Create a framework identifying steps to plan for student services, enrichment programs, and educating communities about MEP.
- Network Operations: During the 23-24 school year, the Technology Department will enhance technology support by establishing subcategories, streamlining feedback processes for projects and tickets, and strengthening training and documentation resources.
- Production:
  - Goal 1: By May 2023, develop and implement a process to manage workflow with limited staff.
  - Goal 2: By May 2024, the Production Department will create a training process for our customers, which will be deployed by Spring, to enable them to fill out order forms properly.
- Professional Development:
  - Goal 1: By May 2023, we will design and implement methods for supporting districts amidst the current educational landscape.
  - Goal 2: By May of 2024, the PD Department will effectively leverage internal expertise to enhance the efficiency of internal and external communication.



- Psychology: By May 2024, the School Psychology Department will assist ESU 7 districts in improving pre-referral processes and data collection.
- Speech: By May 2024, the SLP Department will create a service delivery framework to aid in determining an appropriate service delivery plan (e.g., appropriate IEP minutes, service delivery model, etc.) based on current research, severity, and verification.
- Vision: By May 2024, the Vision Department will create a landing page that will introduce vision staff, services provided, resources and links to support students with visual impairments.

## Goal 2 - Professional Events 2023-2024





**April 2024 - June 2024**

**QUARTERLY  
UPDATE**

## COMPONENT 1: RELATIONS WITH THE BOARD

- Policies Reviewed:
  - Article I, Section 6, A Concept of Administration
  - Article I, Section 6, B Administrator
  - Article I, Section 6, C Duty and Function of the Administrator
  - Article I, Section 8, A Membership in Associations
  - Article II, Section 6, A Notice to Public
  - Article II, Section 6, B Notice of Budget Meeting
  - Article II, Section 9, F Public Comment
  - Article III, Section 1, D Requests, Cost, and Payment
  - Article III, Section 1, F Special Education Cooperative
  - Article III, Section 5, B General Guidelines
  - Article III, Section 7, G Internet Safety Policy
  - Article III, Section 10, C Comments and Complaints of Parents and Patrons
  - Article III, Section 10, D Complaints Involving Instructional Materials
  - Article III, Section 11, A Media and Public Relations
  - Article III, Section 11, B News Conferences and Interviews
  - Article III, Section 11, C Community Relations
  - Article III, Section 11, D Crisis Management Communications
  - Article IV, Section 1, A Recruitment and Selection
  - Article IV, Section 1, B Equal Opportunity Employment
  - Article IV, Section 1, C Salary Schedule Advancement
  - Article IV, Section 1, D Employee Benefits
  - Article IV, Section 2, A Staff Handbooks and Job Descriptions
  - Article IV, Section 3, A Employment of Board Members
  - Article IV, Section 3, B Employment of Immediate Family Members
  - Article IV, Section 4, A Fitness for Duty
  - Article IV, Section 5, A Drug-Free Workplace/Campus
  - Article IV, Section 5, B Notification of Arrest, etc.
  - Article IV, Section 5, G Other Employment
  - Article V, Section 5, C Use of Restraints and Seclusion
  - Article V, Section 5, D Removal of Students and Interviews of Students
  - Article V, Section 5, E Animals at ESU 7
  - Article V, Section 6, A Student Parent Handbook
  - Article V, Section 6, B Search and Seizure
  - Article V, Section 6, C Anti-Bullying
  - Article V, Section 7, A Prohibition on Mandatory Medication
  - Article V, Section 7, B Dispensing Medications
  - Article V, Section 7, C Student Self-Management of Asthma, Anaphylaxis and Diabetes
  - Article V, Section 7, E Emergency Medical Aid
  - Article V, Section 7, F Wellness
  - Article V, Section 8, A Required Trainings
  - Article V, Section 9, A Procedures for Control of Infectious Diseases
  - Article V, Section 9, B Emergency Closure of ESU 7 Buildings
  - Article V, Section 9, C Emergency Exclusion of Persons from ESU 7
  - Article V, Section 10, C Student Fees
  - Article V, Section 11, A Safe Pupil Transportation Plan
  - Article V, Section 11, B Safe Driving Standard for Drivers

## COMPONENT 1: RELATIONS WITH THE BOARD

- Administrator Board Report: March, April, and May
- ESUCC Updates to Board: March and May
- Board Recognition Banquet: April
- **Committee Meetings:**
  - Budget - May
  - Buildings and Grounds - May and June
  - Handbook - May
  - Negotiations - March
- Email Communication: Legislative updates, Board packets, NASB Board, and DYKs
- Monthly Meeting with Board President: April via Zoom, May via Phone, June via Zoom
- Monthly Meeting with Board Vice President: April via Zoom, May, June via Zoom
- Administrator Search Process Discussion Work Session: March
- Review Interim Administrator Applications and Selecting Finalists Work Session: April
- Professional Learning for Board Members Work session: April
- Interim Administrator Interviews and Candidate Selection Work Session: April

**Administrator Goal:** By year end 2025, Administrator will enhance the quality of communication furnished to the Board in the areas of:

- Service plan development specifically related to allocation of human, fiscal, and physical resources
- Negotiations and the impact on the budget
- Cash reserve and long term planning
- General budget as it relates to budget authority and operational budget. Goal Percentage: 50%



## COMPONENT 2: COMMUNITY RELATIONSHIPS

- Attend and Participate in ESUCC/NDE Collaborative Planning Meetings: Ongoing
- Partnership Opportunities Since January 1:
  - ESU Coordinating Council Leadership Meetings - 1x/month
  - Directors Meetings - 2x/month
  - Agency Team Meetings - 1x/month
  - Nebraska Cybersecurity Network Meetings - 1x/month
- Quarterly Lunch Meetings with Dr. Kathy Fuchser, Central Community College Vice President/Campus President: April, May, and June
- NASA Region III President: 2023-2024
- Commissioner's Superintendent Advisory Committee Meeting: April
- Bi-Monthly Zoom Meetings with Administrators from ESU 5 and ESU 13: April and June
- Working on an Expanded Special Education Program
- CPS Superintendent Search: March
  - Chair of the Community Interview Committee
- Contacted the City and got crosswalk lights puts in: May
- Region III Meeting: April
- NNNC Budget Meeting: May
- 4th Annual ESU 7 Administrator's Golf Tournament: June

**Board Goal 3:** By July 2024, the ESU 7 Board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured. Goal Percentage: 94.8%

**Board Goal 4:** By July 2024, the ESU 7 Board will create, roll out, and operationalize communication materials detailing tailored services and outcomes. Goal Percentage: 100%

**Migrant Goal:** Create a framework identifying steps to plan for student services, enrichment programs, and educating communities about MEP. Goal Percentage: 100%

**Psychology Goal:** By May 2024, the School Psychology Department will assist ESU 7 districts in improving pre-referral processes and data collection. Goal Percentage: 100%



## COMPONENT 3: STAFF AND PERSONNEL RELATIONSHIPS

- Agency Team Meetings: April and May
- Committee Meetings: All-Staff Planning
- All-Staff Meeting: May
- Director Meetings: April, May, and June
- Ongoing Staff Evaluation and Goal Setting
- Did You Knows (DYKs): April x 2, May

**Agency Team Goal:** By January 2025, ESU 7 will host a professional development regional conference for stakeholder schools and internal ESU 7 staff. Goal Percentage: 100%

**Administration Goal 1:** By July 2024, ESU 7 Administrative processes will be highly functional. Goal Percentage: 89.2%

**Cen7ter Goal:** Each semester at Cen7ter will prioritize job sites that we can navigate to and from in a timely manner. Goal Percentage: 100%

**Production/Print Shop Goal:** By May 2024, the Production Department will create a training process for our customers, which will be deployed by Spring, to enable them to fill out order forms properly. Goal Percentage: 90%

**Professional Development Goal:** By May of 2024, the PD Department will effectively leverage internal expertise to enhance the efficiency of internal and external communication. Goal Percentage: 75%

**Speech Goal:** By May 2024, the SLP Department will create a service delivery framework to aid in determining an appropriate service delivery plan (e.g., appropriate IEP minutes, service delivery model, etc.) based on current research, severity, and verification. Goal Percentage: 100%

**Vision Goal:** By May 2024, the Vision Department will create a landing page that will introduce vision staff, services provided, resources and links to support students with visual impairments. Goal Percentage: 95%



## COMPONENT 4: EDUCATIONAL LEADERSHIP

- Finished the Spring 2024 Superintendent Meetings: May
- Meetings with Lakeview and Columbus Public School Leadership: Monthly
- Agency Team Meetings: April and May
- Director Meetings: April, May, and June
- NNNC meetings: Monthly
- Member of NRCSA (Nebraska Rural Council of School Administrators) Legislative Committee
  - Meetings: March and April x 2
- Member of Commissioner's Advisory Group
- Member of Nebraska Schoolmasters Club
- Member of DLRT (Diverse and Learner Ready Teachers) Initiative
- Stakeholder for Nebraska Teacher and Principal Performance Standards
- Attend and facilitate SIMPL Workgroup Committee Meetings (Monthly)
- Co-Chair of the NDE/ESU Data Committee
- Partnership Opportunities since January 1:
  - ESU Coordinating Council Leadership Meetings 1x/month
  - Director meetings 2x/month
  - Agency Team 1x/month
- Co-Chair of ESUCC Education Resources Committee and a member of the Legal Committee
- NASA Distinguished Service Award
- NASA Region III President (2023-2024)
- Superintendent Meetings: April
- Commissioner's Superintendent Advisory Committee Meeting: April
- Nebraska Cybersecurity Network Meeting: April and May
- Planning 2025 PD Event - "Empowering Educators"
- 2023-2024 AESA Women's Leadership Network - Cohort II
- NCSA Educators Academy for Legislative Advocacy: June

**Board Goal 2:** By July 2024, the ESU 7 Board will attend at least two professional/personal learning events annually. Goal Percentage: 83%

**Director Goal 1:** By 2026, ESU 7 will use an established process to measure implementation and impact of targeted services. Goal Percentage: 75%

**Early Childhood Goal:** By May 2025, All ESU 7 PAC members will confidently implement changes needed to IEP/IFSP/MDT processes based on Part B CAPs and new information from NDE and school lawyers. Goal Percentage: 100%

**Learning Academy Goal:** Given data through evidenced-based assessments, we will individualize academic and behavioral interventions as evidenced by implementation of intervention groups by October 23, 2023. Goal Percentage: 80%

**Mental Health Goal:** By May 2024, the Mental Health Department will improve our data collection system to analyze trends and drive service delivery. Goal Percentage: 100%

## **COMPONENT 5: BUSINESS AND FINANCE**

- Sign/Inspect Monthly Bills
- Budget Maintenance with Agency Team: Monthly
- Accounts Payable work and examination: Monthly
- Revenue flow status work
- Budget Development work with business manager and Directors: Monthly

**Board Goal 1:** By July 2024, the ESU 7 Board will create, roll out, and operationalize a formalized process for board recruitment, onboarding, mentoring, and boardsmanship. Goal Percentage: 100%

**Administrator Goal :** By 2024, use a process to allocate human, fiscal and physical resources in order to maintain (optimize) and develop (innovate) quality services. Goal Percentage: 50%

## **COMPONENT 6: PROFESSIONAL/PERSONAL QUALITIES**

- Interactions with ESU staff, school staff, school leadership, and Board
- Monthly Meetings with Coordinators/Directors (Marci, Tami, Dan, Cynthia)
- Monthly Meetings with Support Staff (Linda, Mindy, Morgan)
- Growth and planning meetings with Production as needed
- Daily Secretary Meetings

## COMPONENT 7: PROFESSIONAL GROWTH

- ESUCC Committees and ESUCC/Board Meetings: April and May
- NNNC Discussions: April
- NCSA Educators Academy for Legislative Advocacy: June
- Commissioner's Superintendent Advisory Committee
- Regional Advisory Committee (RAC)
- 2023-2024 AESA Women's Leadership Network - Cohort II
- Books Read: 100+ Leaders

**Agency Team Goal:** By January 2025, ESU 7 will host a professional development regional conference for stakeholder schools and internal ESU 7 staff. Goal Percentage: 100%

**Grants Goal 2:** By May 2024, the Grants Department members will enhance the skills needed to train adult learners. Goal Percentage: 100%

## SIGNIFICANT AGENCY INITIATIVES

Significant improvements, additions, initiatives in the current Agency Improvement Cycle (since March 2023)

- Receptionist office remodel
- Pupil transportation and vehicle expansion
- Crosswalk signage

## 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:

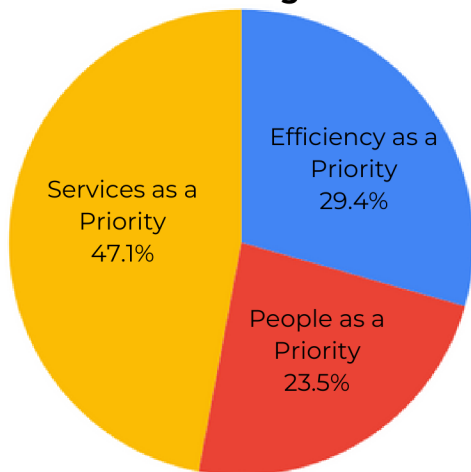
- The mission of ESU 7 is to provide leadership and support by delivering customized and innovative services.

### Beliefs:

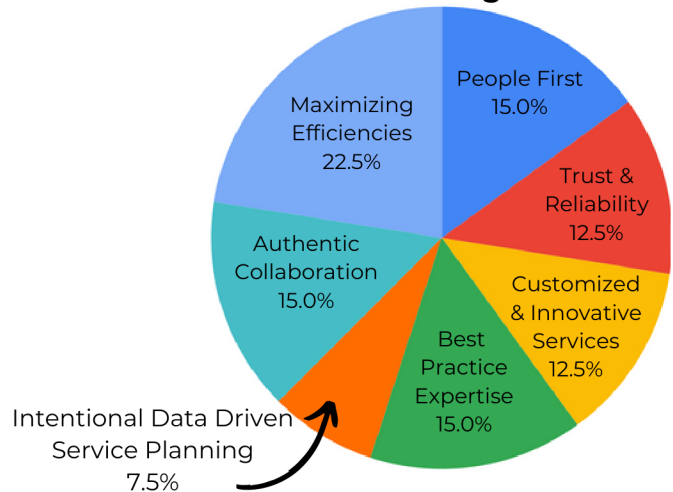
We believe in...

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

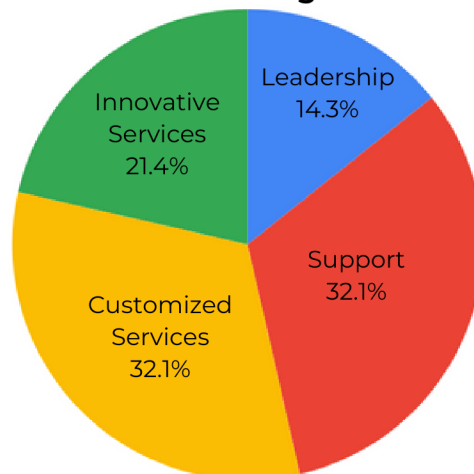
**Vision Categories**



**Beliefs Categories**



**Mission Categories**



# GOALS AND PROGRESS

## Board of Directors

- **Goal 1:** By July 2024, the ESU 7 board will create, roll out, and operationalize a formalized process for board recruitment, onboarding, mentoring, and boardsmanship.
  - **Progress:** Board Orientation document finalized and reviewed at the November board meeting. Every board member will receive a printed copy of the document at the December board meeting. Goal Percentage: 100%
- **Goal 2:** By July 2024, the ESU 7 board will attend at least two professional/personal learning events annually.
  - **Progress:** For the 23-24 academic year there are 9 board members who have attended 2 professional events, 1 board member who has attended 1 professional event, and 2 who have not yet attended any events as of 3.4.2024. Goal Percentage: 83%
- **Goal 3:** By July 2024, the ESU 7 board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured.
  - **Progress:** The Board and Administrator/Directors have attended 17 out of 19 public school board meetings. One additional school board meeting is scheduled for March. Goal Percentage: 94.8%
- **Goal 4:** By July 2024, the ESU 7 board will create, roll out, and operationalize communication materials detailing tailored services and outcomes.
  - **Progress:** Data Doc is being reviewed at all of the district board meetings. The Data Doc is being updated and revised to show pertinent information for the districts being visited. Goal Percentage: 100%

## Administrator

- **Goal 1:** By 2024, use a process to allocate human, fiscal and physical resources in order to maintain (optimize) and develop (innovate) quality services.
  - Actions:
    - Operationalize a data rich system to determine services to sunset, modify, and add.
    - Leadership to attend and establish the AESA Business Strategy Framework to learn of alternate funding options.
    - Implement system to measure impact of services delivered.
    - Work with the board to create long term plan for physical resource allocation.
    - Strengthen long term plan for human capital allocation.
  - **Progress:**
    - We use a data driven process for service planning. This year we continued to evolve the process to allow for decisions made regarding funding for new services. This was rolled out December 14, 2023.
    - The Summer 2024 Business Strategy Framework has not yet been scheduled.
    - Impact and implementation have been defined by the directors. There is a statewide workgroup working parallel to ESU 7 on this endeavor. We are working closely so our efforts are not counter to that of the other ESUs.
    - Will create a building and long term plan. Looking for facilitators of that work
    - This will run in tandem to the work above and the service planning polishing we are currently addressing. Goal Percentage: 50%
- **Goal 2:** By year end 2025, Administrator will enhance the quality of communication furnished to the Board in the areas of:
  - Service plan development specifically related to allocation of human, fiscal, and physical resources
  - Negotiations and the impact on the budget
  - Cash reserve and long term planning
  - General budget as it relates to budget authority and operational budget.
  - **Progress:** First work session was conducted on April 18, 2024. Goal Percentage: 50%

## SCORING

0=Unsatisfactory

1=Basic

2=Proficient

3=Distinguished

### STAKEHOLDER SATISFACTION

**2.54**

### AGENCY TEAM LEADERSHIP INVENTORY

**74% RETURN RATE**

**2.77**

### SERVICES AVAILABLE



### SERVICES ACCESSED





# AGENDA AT A GLANCE

## Wednesday, December 4

On-site Registration Opens .....	10 AM
Breakout Sessions Begin .....	1 PM
General Session, Abran Muldonado .....	3 PM
Exhibit Hall Opens .....	4:30 PM
Welcome Reception .....	4:30-6 PM

## Thursday, December 5

On-site Registration Opens .....	7 AM
Continental Breakfast & Exhibit Hall Open.....	7:30 AM
Breakout Sessions Begin .....	8:30 AM
General Session, Mary Strain .....	10:30 AM
Lunch following General Session .....	11:50 AM
Breakout Sessions Resume .....	1:20 PM
Member Reception .....	4-5:30 PM
Live Auction Begins .....	4:45 PM
Foundation Board Meeting & Dinner .....	6-8 PM

## Friday, December 6

On-site Registration Opens .....	7 AM
Regional Breakfasts .....	7:30 AM
Breakout Sessions .....	8:45 AM
General Session, Jason Latimer .....	9:45-11:30 AM

[AESA Calendar \(https://members.aesa.us/calendar\)](https://members.aesa.us/calendar)

[My Membership](https://members.aesa.us/my-membership)

[\(https://associationofeducationalserviceagenciesaesa.growthzoneapp.com/a/MIC/Login\)](https://associationofeducationalserviceagenciesaesa.growthzoneapp.com/a/MIC/Login)

[| Perspectives Journal \(https://www.aesa.us/perspectives-journal/\)](https://www.aesa.us/perspectives-journal/)

[| Contact Us \(https://www.aesa.us/meet-the-aesa-staff-consultants/\)](https://www.aesa.us/meet-the-aesa-staff-consultants/) |



**AESA**

[\(https://www.aesa.us/\)](https://www.aesa.us/)

ASSOCIATION OF  
EDUCATIONAL SERVICE AGENCIES

# Annual Conference



## Annual Conference Registration Now Open!

You are all champions in your work and your agencies. To continue that good work, we also know you need to stay ahead of the curve!

As AESA's premiere annual event, we bring you thought leaders from around the country and ESA professionals who are experts in their education field. We focus on how ESAs are tackling today's tough issues and what you can expect to come next.

This year's conference promises to deliver attendees engaging content on critical issues:

- Leadership Matters
- AI & Innovation
- Collaborative/Collective Impact
- Student Engagement
- ESA Board Member Governance

**Register Now (<https://members.aesa.us/ap/Events/Register/7IH62ajTQHQCd>)**

## Registration Details

Included with your registration, receive full access to keynote speakers, general sessions, breakout sessions, receptions, exhibit hall and the following meals: Wednesday Welcome Reception; Thursday Breakfast, Lunch, Member Reception; and Friday Breakfast.

- **AESA Members:** \$890 (includes \$100 early bird discount through 10/18/24)
- **Non-Members:** \$1,220 (includes \$100 early bird discount through 10/18/24)
- **Exhibitors** receive 2 complimentary conference registrations with the purchase of an exhibit hall booth

**Cancellation Policy:** Cancellations made in writing before November 1 will be refunded in full, less a \$100 per person processing fee. Cancellations received on or after November 1 through November 15 will be refunded at 50%. **NO REFUNDS WILL BE PROVIDED AFTER November 15.** Cancellations may be emailed to [afiene@aesas.us](mailto:afiene@aesas.us).

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## Break Out Proposals

Thank you to all that submitted breakout sessions for the 2024 Annual Conference!

Notifications will be sent out by the end of May. We couldn't hold this conference without your great ideas!