



Regular Board of Education Meeting

Tuesday, April 22, 2025 at 4:00 PM

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

1. Call the Meeting to Order

Speaker(s): Board President or Designee

Rationale:

LEADERSHIP • SERVICE • SUPPORT

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of the meeting to the public on ESU 7 website www.esu7.org 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:

Jack Young notified Administrator Elmshaeuser and Board President Doug Pauley prior to the meeting.

Richard Stephens notified Doug Pauley prior to the meeting.

Administrator Recommendation: Discuss, consider and take all necessary action to approve Board member absences.

Recommended Motion(s):

Discuss, consider and take all necessary action to approve 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 all necessary action to approve the agenda as presented.

Recommended Motion(s):

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

3. Welcome Visitors

Speaker(s): Board President or Designee

4. Public Comment

Speaker(s): Board President or Designee

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

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

5. Consent Agenda

Speaker(s): Board President or Designee

Rationale:

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

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

Consent Agenda Includes:

- Minutes from the previous meeting(s)
- Presentation of the bills
- Policy review with no recommended changes
- Other routine agenda items

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

Recommended Motion(s):

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

5.1. Minutes

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

5.2. Presentation of Bills # 79539 through #79695 totaling \$1,087,002.93

Speaker(s): Board President or Designee

Rationale:

The summary of bills for the current month total: \$1,087,002.93 - Bills #79539 through #79695

General Activity Fund total: \$150.00

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>	<u>Description</u>
79548	\$62,736.07	B-D Construction	Bridges Project 5th payment
79563	\$14,455.99	Dell Technologies	Technology School Flow Through
79570	\$56,792.18	ESUCC	Literacy Coach Flow Through
79583	\$36,226.44	FNBO Credit Card	Technology School Flow Through (Mosyle Licenses)
79593	\$36,725.76	JourneyEd	Technology School Flow Through (Sophos Licenses)
79621	\$4,950.00	Red River Press	ELL License Renewal
79622	\$9,000.00	Rosetta Stone	Title III Rosetta Stone Licenses
79622	\$5,868.62	Rutt's Heating and Air	South Building Repairs
79627	\$5,857.40	State of NE DAS State Accounting	Network service charges
79639	\$8,880.00	Wilber-Clatonia Public School	Refund - double payment
79641	\$5,802.20	Amy Mazankowski	Contracted Bridges Admin.

This is a consent item.

5.3. Reading of Article IV, Section 9, Q Voting Leave

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

5.4. Reading of Article IV, Section 10, A Professional Employees Defined

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

5.5. Reading of Article IV, Section 10, B Qualifications and Assignment

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

5.6. Reading of Article IV, Section 10, C Supervision, Assignment, and Evaluation When Serving Schools

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

5.7. Excess Lodging and Meals

Rationale: Excess Lodging and Meals:

- The Administration Development had excess travel to report:
 - Business & Executive Secretary Training, La Vista, NE (April 4, 2025)
 - Linda Shefcyk - \$4.70
 - Morgan Morsett - \$9.20

This is a consent item.

5.8. Educational Service Unit Coordinating Council 2025-2026 Master Services Agreement

Speaker(s): Board President or designee

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

5.9. Resignations - Elissa Heibel

Speaker(s): Board President or Designee

Rationale: Elissa Heibel - Teacher of Visually Impaired/School Psychologist. Last day will be May 20, 2025.

6. Reading of Article IV, Section 9, R Unpaid Leave

Speaker(s): Board President or Designee

Rationale:

Review Article IV, Section 9, R Unpaid Leave of the ESU 7 Policy Manual.

Administrator Recommendation: Discuss, consider and take all necessary action to approve of Article IV, Section 9, R Unpaid Leave as presented.

Recommended Motion(s):

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

7. Treasurer's Report

Speaker(s): Board President or Designee

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

Administrator Recommendation: Discuss, consider and take all necessary action to accept the Treasurer's Report as presented.

Recommended Motion(s):

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

8. A/V System Proposal

Speaker(s): Board President or Designee

Rationale: The approved 2024-2025 Budget included upgrades to the A/V equipment in the North and South Buildings. The North Building has been completed and a proposal was received to updated the South Building Conference rooms to be completed this spring.

Administrator Recommendation: Discuss, consider and take any action necessary to approve the recommended A/V System Upgrade Proposal by Yanda's Music and Pro Audio as presented.

Recommended Motion(s):

Discuss, consider and take any action necessary to approve the recommended A/V System Upgrade Proposal by Yanda's Music and Pro Audio as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

9. District 4 Board Application

Speaker(s): Board President or Designee

Rationale: An application has been received for the board vacancy in District 4. 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:

- Clark Lehr, resides in the Lakeview district region.

Administrator Recommendation: Discuss, consider, and vote to approve the resolution appointing Clark Lehr to the Educational Service Unit No. 7 Board position based on a vacancy for a term ending on December 31, 2028.

Recommended Motion(s):

Discuss, consider, and vote to approve the resolution appointing Clark Lehr to the Educational Service Unit No. 7 Board position based on a vacancy for a term ending on December 31, 2028 Passed with a motion by Board Member #1 and a second by Board Member #2.

10. 2025-2026 Contract for Jenna Mattox, Principal

Rationale: 2025-2026 Contract for Jenna Mattox, Principal

Administrator Recommendation: Discuss, consider and take all necessary action to approve the 2025-2026 Principal Contract for Jenna Mattox as presented.

Recommended Motion(s):

Discuss, consider and take all necessary action to approve the 2025-2026 Principal Contract for Jenna Mattox as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

11. 2025-2026 Contract for Jackie Ternus, School Psychologist

Rationale: 2025-2026 Contract for Jackie Ternus, School Psychologist

Administrator Recommendation: Discuss, consider and take all necessary action to approve the 2025-2026 School Psychologist Contract for Jackie Ternus as presented.

Recommended Motion(s):

Discuss, consider and take all necessary action to approve the 2025-2026 School Psychologist Contract for Jackie Ternus as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

12. Administrator's Report General

Speaker(s): Administrator or Designee

Rationale:

- ESUCC Update
- Professional Development and Print Shop Report - Director Ostmeier
- Special Education Report - Director Clay
- Technology Report - Director Ellsworth
- May Board Meeting will be in South Building due to All-Staff the next day.
- Upcoming Professional Events
 - NASB School Law Seminar in Kearney, NE (June 11-12, 2025)
 - NASB Leadership Workshops
 - Gering, NE (July 28, 2025)
 - Kearney, NE (July 29, 2025)
 - Omaha, NE (July 30, 2025)
 - NASB Area Membership Meeting in Fremont, NE (September 24, 2025)
 - NASB Labor Relations Conference, Lincoln NE (October 1-2, 2025)
 - 2025 State Education Conference, Omaha NE (November 19-21, 2025)

12.1. Goal Update

Speaker(s): Administrator or Designee

Rationale: Goals - Attached for your Review

Goal 1: By July 2025, the ESU 7 board will have advertised for a Chief Administrator, completed the initial process, sent a contract, hired and Chief Administrator, made the announcement, and begun the onboarding process.

• Completed

Goal 2: By July 2025, the ESU 7 board will attend at least two professional/personal learning events annually.

Goal 3: By July 2025, 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.

• Completed:

- Clarkson - 10.9.2024

- Fullerton - 11.11.2024
- Boone Central - 1.13.2025
- Osceola - 2.10.2025
- East Butler - 2.12.2025

Goal 4: By July 2025, the ESU 7 board will continue to use operationalized communication materials detailing tailored services and outcomes at scheduled visits to each district.

12.2. Services Update

Speaker(s): Administrator or Designee

Rationale:

- SIMPL Update

12.3. Personnel

Speaker(s): Administrator or designee

Rationale: Resignation:

Dylan Southard, High Plains District Technology Coordinator. Last day April 25, 2025.

New Hire:

Emma Moore, High Plains District Technology Coordinator. First day May 12, 2025.

12.4. Legislative Update

Speaker(s): Administrator or Designee

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

13. Committee Reports

Speaker(s): Committee Chair

13.1. Buildings and Grounds Committee Report

Speaker(s): Buildings and Grounds Committee Chair

Rationale: The Buildings and Grounds Committee Chairperson, Bob Arp, will provide an update.

- Playground Construction Bids

- B-D Construction Inc:

- Bid Option #1 - \$442,710.00
- Bid Option #2 - \$390,701.00
- Bid Option #3 - \$386,772.00

- Calendar days to substantial completion - 180 days

- AB Creative Inc:

- Bid - \$399,636.20
- Calendar days to substantial completion - 110 days

Committee Recommendation: Discuss, consider and take any action necessary to approve B-D Construction and Burke Equipment and not to exceed \$415,000 for the playground project.

Recommended Motion(s):

Discuss, consider and take any action necessary to approve B-D Construction and Burke Equipment and not to exceed \$415,000 for the

playground project Passed with a motion by Board Member #1 and a second by Board Member #2.

13.2. Administrator Evaluation Committee Report

Speaker(s): Administrator Evaluation Committee Chair

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

Evaluation Timeline:

- **August:** Evaluation Committee and Administrator review Evaluation Tool and Evaluation Policy/Procedures.
- March: Full Board is provided a paper copy of the evaluation questions.
- **April:** Administrator sends digital evaluation and evaluation resources to the Evaluation Committee Chair in the first week of April. The chair then forwards on to the full Board for completion by April Board Meeting. Board will send their completed evaluation tool to the Evaluation Committee prior to the April Board Meeting. Administrator completes Evaluation Tool as self-assessment and sends it to Evaluation Chair on or before April 30th.
- **May:** The Committee Chair will send the completed Administrator self-assessment to the full Board after May 1. Evaluation Committee compiles results of full Board completed evaluations prior to the May Board Meeting.
- **June:** Evaluation Committee meets prior to June Board Meeting to review with the Administrator the results of evaluation. Report to full Board in June Board Meeting following Closed Session requirements with Administrator present.

13.3. Handbook Committee Update

Speaker(s): Handbook Committee Chairperson

Rationale: Staff and Student Handbook Committee to meet on May 20, 2025. Committee to make a recommendation to the board in the June Board Meeting.

14. Conference Report

Speaker(s): Conference Attendees

Rationale: Conference Attendees will report on their learnings.

15. Adjournment

Speaker(s): Board President or Designee

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; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.

(1) Until January 1, 2025:

(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 or the governing body of a rural or suburban fire protection district, 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, village, or district. 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.

(iv) In case of refusal, neglect, or inability of the newspaper to timely publish the notice, the public body shall (A) post such notice on its website, if available, and (B) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(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) Beginning January 1, 2025:

(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 (2)(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 given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.

(ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:

(A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;

(B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

(C)(III) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted by the public body in the same three places for each meeting.

(iii) In the case of a public body not described in subdivision (2)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) submit a post on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(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 subsections (1) and (2) 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 (A) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (B) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such the organization, governing body, or committee 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.

(4) 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.

(5) 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.

(6) 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 (5) 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.

(7) 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.

(8)(a) Notwithstanding subsections (3) and (6) 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 subsections (1) and (2) 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 (5) 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.

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(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 (3)(b)(i) and (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 instate 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 instate 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.

(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.

Operative 4/17/24


Nebraska Council
of School Administrators
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Regular Board of Education Meeting

Educational Service Unit 7, Oak Room

2657 44th Ave

Columbus, NE 68601-8537

Monday, March 17, 2025 at 5:30 PM

Posted Locations:

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

Posted Date: **03/07/2025**

Attendance Taken at 5:31 PM.

Bob Arp: Present

Joyce Baumert: Present

Amy Blaser: Absent

Marni Danhauer: Present

Karen Gomez: Present

Don Graff: Present

Beth Kabes: Present

Dawn Lindsley: Absent

Richard Luebbe: Present

Doug Pauley: Present

Richard Stephens: Absent

Jack Young: Present

Present: 9, Absent: 3.

Attendance Update Taken at 5:37 PM.

Richard Luebbe: Absent

Present: 8, Absent: 4.

Attendance Update Taken at 6:07 PM.

Amy Blaser: Present

Present: 9, Absent: 3.

1. **Call the Meeting to Order**

LEADERSHIP • SERVICE • SUPPORT

Notice of this meeting was given in advance according to State Law 84-1411, by giving notice of the meeting to the public on ESU 7 website www.esu7.org 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.

Board President Doug Pauley called the meeting to order at 5:30 p.m.

1.1. Notification of Open Meetings Law

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

1.2. Roll Call

1.3. Absent Board Members

Administrator Recommendation: Discuss, consider and take all necessary action to approve Board member absences.

Board Secretary Dawn Lindsley notified Board President Doug Pauley and Administrator Elmshaeuser via email prior to the meeting.

Board Member Richard Stephens notified Administrator Elmshaeuser via phone call prior to the meeting.

Discuss, consider and take all necessary action to approve Board member absences as presented Passed with a motion by Joyce Baumert and a second by Jack Young.

Amy Blaser:	Absent
Dawn Lindsley:	Absent
Richard Luebbe:	Absent
Richard Stephens:	Absent
Bob Arp:	Yea

Joyce Baumert: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Beth Kabes: Yea
Doug Pauley: Yea
Jack Young: Yea
Yea: 8, Nay: 0, Absent: 4

Administrator Elmshaeuser is absent. Board Member Amy Blaser notified Director Ostmeyer that she will be delayed and arrived at 5:45 p.m. Board Member Richard Luebbe's resignation is an action item later in the agenda.

1.4. 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 all necessary action to approve the agenda as presented.

Discuss, consider and take all necessary action to approve the agenda as presented Passed with a motion by Beth Kabes and a second by Marni Danhauer.

Amy Blaser: Absent
Dawn Lindsley: Absent
Richard Luebbe: Absent
Richard Stephens: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Beth Kabes: Yea
Doug Pauley: Yea
Jack Young: Yea
Yea: 8, Nay: 0, Absent: 4

3. Welcome Visitors

4. Public Comment

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

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

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

5. Board Vacancy - District 4

Board Member, Richard Luebbe, submitted his resignation on March 3, 2025. 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 45 days after the vacancy occurs unless good cause is shown that the requirement imposes an undue burden."

District 4 includes the following school districts, Lakeview and Columbus. The term will expire December 31, 2028.

Administrator Recommendation: Discuss, consider and take any action to accept the resignation of District 4 Board Member Richard Luebbe, and adopt a procedure for the appointment of a new member to the Educational Service Unit 7 Board of Education to fill the vacancy thereon created by the resignation of Richard Luebbe.

Discuss, consider and take any action to accept the resignation of District 4 Board Member Richard Luebbe, and adopt a procedure for the appointment of a new member to the Educational Service Unit 7 Board of Education to fill the vacancy thereon created by the resignation of Richard Luebbe Passed with a motion by Jack Young and a second by Beth Kabes.

Amy Blaser:	Absent
Dawn Lindsley:	Absent
Richard Luebbe:	Absent
Richard Stephens:	Absent
Bob Arp:	Yea
Joyce Baumert:	Yea
Marni Danhauer:	Yea
Karen Gomez:	Yea
Don Graff:	Yea
Beth Kabes:	Yea
Doug Pauley:	Yea
Jack Young:	Yea

Yea: 8, Nay: 0, Absent: 4

Director Ostmeyer explained the procedure used previously is to advertise, accept applications and for board members to seek out potential candidates. Applications will close April 11, 2025. Board President Doug Pauley and Board Vice President Jack Young will review applications at the pre-board meeting and bring information to the full board at the April 22nd board meeting for voting. Director Ostmeyer showed the District 4 area map.

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 all necessary action to approve the consent agenda as presented.

Discuss, consider and take all necessary action to approve the consent agenda as presented
Passed with a motion by Don Graff and a second by Joyce Baumert.

Amy Blaser: Absent
Dawn Lindsley: Absent
Richard Luebbe: Absent
Richard Stephens: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Beth Kabes: Yea
Doug Pauley: Yea
Jack Young: Yea

Yea: 8, Nay: 0, Absent: 4

6.1. Minutes

This is a consent item.

6.2. Presentation of Bills #79403 through #79538 totaling \$1,071,490.07

The summary of bills for the current month total: \$1,071,490.07 - Bills #79403 through #79538

General Activity Fund total: No activity.

Check #	Amount	Vendor	Description
79409	\$54,272.70	B-D Construction	Bridges Project 4th payment
79426	\$20,843.01	Eakes Office Solutions	Papercut Software for Printing Dept.
79430	\$12,000.00	EMS Linq	Accounting Software annual maintenance
79431	\$14,612.72	ESU 2	NNNC Semester billing
79439	\$5,157.00	Helping Others Prepare for Excellence	ELC contracted service
79466	\$35,961.15	RVW Inc.	Engineer fees for HVAC/Bridges/Playground
79468	\$5,857.40	State of NE DAS State Accounting	Network service charges
79482	41715.16	Yanda's Avl Rental	Conference rooms video conferencing
79484	\$6,014.00	Amy Mazankowski	Contracted Bridges Admin.

This is a consent item.

6.3. Reading of Article IV, Section 9, K Discretionary Leave of Absence

This is a consent item.

6.4. Reading of Article IV, Section 9, L FMLA

This is a consent item.

6.5. Reading of Article IV, Section 9, M Military and Family Military Leave

This is a consent item.

6.6. Reading of Article IV, Section 9, N Adoption Leave

This is a consent item.

6.7. Reading of Article IV, Section 9, O Jury Duty Leave

This is a consent item.

6.8. Reading of Article IV, Section 9, P Subpoena to Testify Leave

This is a consent item.

6.9. Excess Lodging and Meals
Excess Lodging and Meals:

- The Professional Development Department had excess travel to report:
 - AASA Conference in New Orleans, LA (March 4-8, 2025)
 - Marci Ostmeyer - \$595.30

This is a consent item.

7. Level III Bridges Program Construction Tour

The board will tour the Level III Bridges Program ongoing construction in the South Building.

Director Ostmeyer showed the attached map where the playground will be located.

The Board walked down to the South Building where the Bridges program is located. Level III Principal Cara Neesen and Director Clay led the tour providing information regarding the playground, Cen7ter classrooms, and the ongoing Bridges construction. Principal Neesen explained the playground will have multiple types of inclusive equipment with a chain link fence for security. In the Bridges classrooms, Principal Neesen showed how it will be 1 classroom that can be split into two and will allow for up to ten students.

8. March 2025 Board Spotlight - Cen7ter

Cen7ter Principal Cara Neesen will present the March Board Spotlight in the Cen7ter classroom.

Level III Programs Principal Cara Neesen led a tour of the Cen7ter area and classrooms. Teachers focus on jobs, domestic living, recreation, functional academics and leisure with their students.

9. Treasurer's Report

Review the breakdown of the Treasurer's Report.

Administrator Recommendation: Discuss, consider and take all necessary action to accept the Treasurer's Report as presented.

Discuss, consider and take all necessary action to accept the Treasurer's Report as presented

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

Dawn Lindsley: Absent

Richard Luebbe: Absent

Richard Stephens: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Amy Blaser: Yea

Marni Danhauer: Yea

Karen Gomez: Yea

Don Graff: Yea
Beth Kabes: Yea
Doug Pauley: Yea
Jack Young: Yea
Yea: 9, Nay: 0, Absent: 3

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

Administrator Recommendation: Discuss, consider and take all necessary action to approve Article II, Section 8, A Personal Presence at Meetings and Telephone Conference or Videoconference Meetings as presented.

Discuss, consider and take all necessary action to approve Article II, Section 8, A Personal Presence at Meetings and Telephone Conference or Videoconference Meetings as presented
Passed with a motion by Jack Young and a second by Doug Pauley.

Dawn Lindsley: Absent
Richard Luebbe: Absent
Richard Stephens: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Amy Blaser: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Beth Kabes: Yea
Doug Pauley: Yea
Jack Young: Yea
Yea: 9, Nay: 0, Absent: 3

Director Ostmeyer stated this was in response to the question at the March Board Meeting regarding voting via zoom. The Educational Service Unit 7 attorney provided clarification and an updated policy.

- 1 2025-2026 Contract for Brooke Hemmer, Level III Programs Teacher
1. 2025-2026 Contract for Brooke Hemmer, Level III Programs Teacher

Administrator Recommendation: Discuss, consider and take all necessary action to approve the 2025-2026 Level III Programs Teacher Contract for Brooke Hemmer as presented.

Discuss, consider and take all necessary action to approve the 2025-2026 Level III Programs Teacher Contract for Brooke Hemmer as presented Passed with a motion by Beth Kabes and a second by Jack Young.

Dawn Lindsley: Absent
Richard Luebbe: Absent
Richard Stephens: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Amy Blaser: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Beth Kabes: Yea
Doug Pauley: Yea
Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

1. 2025-2026 Contract for Amy Melcher, Early Childhood SPED Teacher
2. 2025-2026 Contract for Amy Melcher, Early Childhood SPED Teacher

Administrator Recommendation: Discuss, consider and take all necessary action to approve the 2025-2026 Early Childhood SPED Teacher Contract for Amy Melcher as presented.

Discuss, consider and take all necessary action to approve the 2025-2026 Early Childhood SPED Teacher Contract for Amy Melcher as presented Passed with a motion by Bob Arp and a second by Beth Kabes.

Dawn Lindsley: Absent
Richard Luebbe: Absent
Richard Stephens: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Amy Blaser: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Beth Kabes: Yea
Doug Pauley: Yea
Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

1. 2025-2026 Contract for Olivia Bell, Speech Language Pathologist
3. 2025-2026 Contract for Olivia Bell, Speech Language Pathologist

Administrator Recommendation: Discuss, consider and take all necessary action to approve the 2025-2026 Speech Language Pathologist Contract for Olivia Bell as presented. Discuss, consider and take all necessary action to approve the 2025-2026 Speech Language Pathologist Contract for Olivia Bell as presented Passed with a motion by Joyce Baumert and a second by Marni Danhauer.

Dawn Lindsley: Absent
Richard Luebbe: Absent
Richard Stephens: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Amy Blaser: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Beth Kabes: Yea
Doug Pauley: Yea
Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

- 1 2025-2026 Contract for Abbey Andress, NRPDHH Coordinator
- 4. 2025-2026 Contract for Abbey Andress, NRPDHH Coordinator

Administrator Recommendation: Discuss, consider and take all necessary action to approve the 2025-2026 NRPDHH Contract for Abbey Andress as presented. Discuss, consider and take all necessary action to approve the 2025-2026 NRPDHH Contract for Abbey Andress as presented Passed with a motion by Don Graff and a second by Doug Pauley.

Dawn Lindsley: Absent
Richard Luebbe: Absent
Richard Stephens: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Amy Blaser: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Beth Kabes: Yea
Doug Pauley: Yea
Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

Board Member Bob Arp asked for clarification on the acronym NRPDHH; Northeast Regional Program for children who are Deaf or Hard of Hearing. Director Clay explained that ESU 7 will be facilitating this grant that was previously housed at ESU 8. Abbey Andress will focus on organizing activities for families and their students with hearing loss. She will also be acting as an advisor to the teachers. The Educational Service Unit that facilitates a grant typically gains a lot of expertise.

- 1 2025-2026 Contract for Abby Kapels, Speech Language Pathologist
5. 2025-2026 Contract for Abby Kapels, Speech Language Pathologist

Administrator Recommendation: Discuss, consider and take all necessary action to approve the 2025-2026 Speech Language Pathologist Contract for Abby Kapels as presented.

Discuss, consider and take all necessary action to approve the 2025-2026 Speech Language Pathologist Contract for Abby Kapels as presented Passed with a motion by Doug Pauley and a second by Bob Arp.

Dawn Lindsley: Absent

Richard Luebbe: Absent

Richard Stephens: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Amy Blaser: Yea

Marni Danhauer: Yea

Karen Gomez: Yea

Don Graff: Yea

Beth Kabes: Yea

Doug Pauley: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

1 Administrator's Report General

6.

- ESUCC Update
 - MOU Literacy Program between ESU 7 and ESUCC
- Professional Development and Production/Print Shop Report - Director Ostmeyer
- Special Education Report - Director Clay
- Technology Report - Director Ellsworth
- Upcoming ESU 7 Events
 - Board Recognition Dinner (April 22, 2025), The Oak Room of Columbus
 - Board Meeting 4:00-5:00
 - Dinner 5:30-8:30
 - [Google Form to Register](#)
- Upcoming Professional Events
 - NAEP State Convention in Kearney, NE (March 19-20, 2025)

- NRCSA Spring Conference in Kearney, NE (March 20-21, 2025)
- New Board Member Webinar, Virtual Event (March 24, 2025)
- NASB Amplified Finance Workshop in Kearney, NE (March 27, 2025)
- NASB Open Meetings Law Workshops
 - Gering, NE (March 25, 2025)
 - Kearney, NE (March 26, 2025)
 - Norfolk, NE (March 31, 2025)
 - Lincoln, NE (April 1, 2025)
- NASB Budget & Finance Workshops
 - Norfolk, NE (April 9, 2025)
 - Kearney, NE (April 16, 2025)
- NASB School Law Seminar in Kearney, NE (June 11-12, 2025)
- NASB Leadership Workshops
 - Gering, NE (July 28, 2025)
 - Kearney, NE (July 29, 2025)
 - Omaha, NE (July 30, 2025)
- NASB Area Membership Meeting in Fremont, NE (September 24, 2025)
- NASB Labor Relations Conference, Lincoln NE (October 1-2, 2025)
- 2025 State Education Conference, Omaha NE (November 19-21, 2025)

ESUCC - Educational Service Unit Coordinating Council

The State of Nebraska appropriated \$1.8 million dollars for Literacy Coaching. Educational Service Unit 7 is receiving funds directly to focus on literacy and must have allocated funds encumbered by June 30, 2025. The attached MOU outlines the agreement between the ESUCC and ESU 7 regarding allocation and distribution of funds to be used for statewide literacy initiatives. Director Ostmeier explained that the focus of this work is to impact the adults who teach and support Kindergarten, first, second and third graders.

Professional Development and Print Shop - Annual consultations took place the last week of February and during those meetings, the 2025-2026 ESU 7 Service Plan was customized for each school district. The Print Shop is converting to a new online ordering system. Representatives from the Tech Department sat in the final meeting with the vendor. The expectation is to have the program ready for customers before summer.

Special Education - NRPDHH Grant is used between ESU's 1, 7 & 8 (most of Special Education grant regions). New hire Abbey Andress has extensive experience in this area. Federal Grants Bookkeeper Carolyn Koch will take care of the bookkeeping for this grant. Director Clay has been busy hiring, but we are nearing the time that makes it more difficult for teachers to be released from their contracts. She is still seeking to hire 5 paraprofessionals for 2025-2026. The staffing for Bridges will also impact the number of students the program can serve. Annual consultations are complete. In Director Clay's opinion, these have been the best consultation meetings since she started; Tech, Special Education and Professional Development collaboration is going well. School Psychology Coordinator Jackie Ternus is helping expand the Professional Development, and now we are able to offer training at ESU 7 and in schools. Special Education contracts have gone

out to all 19 schools. Director Clay is also currently working on MOE (Maintenance Of Effort) reports. Special Education Bookkeeper Susan Olmer and Director Clay have started the 2025-2026 budget and need to meet with all 12 departments before the budget is finalized.

Board Member Don Graff asked if the deaf educator Director Clay is seeking has to have a teaching degree. Director Clay responded a person without a teaching degree may be able to contract services for activities.

Tech - For the next year, 34 schools are renewing the group purchasing Sophos antivirus. There is around \$63,000 worth of savings. Tech contracts for five staff members have been sent out to the respective districts with all but 1 returned. It is expected to be returned at any time. The A/V system in the south building is scheduled and will be similar to the system in the North Building conference rooms. E-rate for category 2 is in processes with a projected savings of \$141,000. An email phishing outbreak impacted three of our ESU 7 schools. Director Ellsworth is continuing to work with staff from ESU 7 schools for LastPass training.

16. Goal Update

1. Goals - Attached for your Review

Goal 1: By July 2025, the ESU 7 board will have advertised for a Chief Administrator, completed the initial process, sent a contract, hired and Chief Administrator, made the announcement, and begun the onboarding process.

- Completed

Goal 2: By July 2025, the ESU 7 board will attend at least two professional/personal learning events annually.

Goal 3: By July 2025, 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.

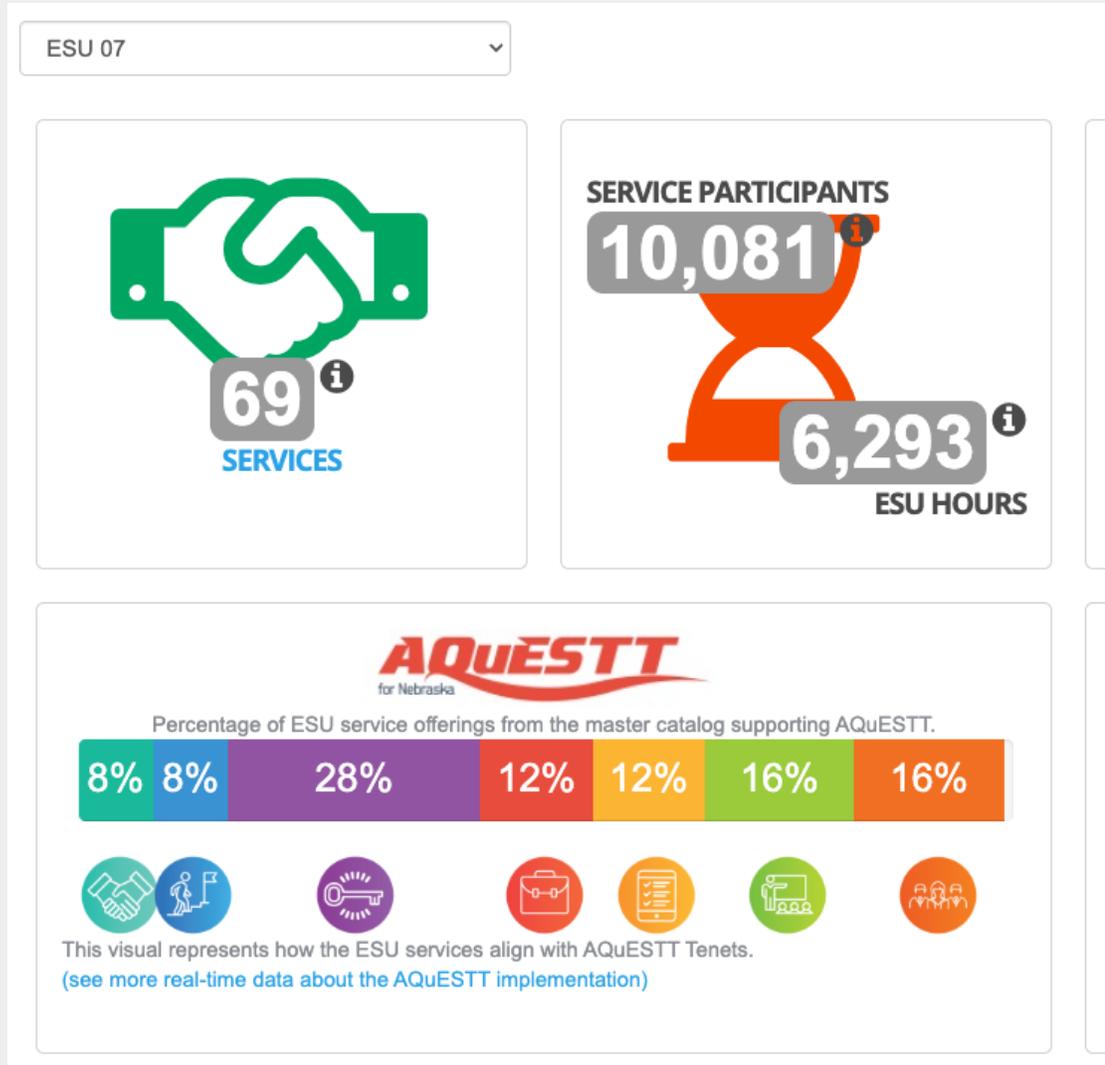
- Completed:
 - Clarkson - 10.9.2024
 - Fullerton - 11.11.2024
 - Boone Central - 1.13.2025
 - Osceola - 2.10.2025
 - East Butler - 2.12.2025
- Upcoming:
 - Rescheduling High Plains

Goal 4: By July 2025, the ESU 7 board will continue to use operationalized communication materials detailing tailored services and outcomes at scheduled visits to each district.

16. Services Update

2.

- Quarterly Update
- SIMPL Update



Director Ostmeyer explained this data represents service to adults only.

16. Facilities Update

3.

The Administrator will provide a facilities update during this item. Bids for the playground will be opened April 9, 2025. A Buildings and Grounds Committee meeting will be scheduled afterwards for discussion. The final punch list still needs to be completed for the HVAC system in the North Building. Following the completion, there will be a meeting arranged between all parties (engineer, architect, Buildings and Grounds Committee members, etc.) to discuss some concerns. A TRANE training is scheduled for Tuesday, March 18, 2025 to review functions of the new system.

Buildings and Grounds Chair Bob Arp stated we may have to hold the playground off due to prices and unpredictability.

16. Personnel

4. All Classified/Non Certificated Hires and Resignations under this item. Not an action item.

16. Legislative Update

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

Director Ostmeyer gave details regarding two bills currently in the Nebraska Legislature. One is regarding an online library catalog and access by patrons. The second is regarding school/ESU retirement.

1 NNNC Interlocal Agreement for 2025-2028

7. The NNNC (Northeast Nebraska Network Consortium) is a cooperative partnership between ESUs 1,2,7,8 and 17. These five ESUs came together in 1997 to enhance the essential services they provide to schools in a 28-county area. The focus of this group is school improvement and technological infrastructure.

The 2025-2028 NNNC Interlocal Agreement is attached for your review.

Administrator Recommendation: Discuss, consider and take all necessary action necessary to approve the 2025-2028 NNNC Interlocal Agreement as presented. Discuss, consider and take all necessary action necessary to approve the 2025-2028 NNNC Interlocal Agreement as presented Passed with a motion by Beth Kabes and a second by Jack Young.

Dawn Lindsley: Absent

Richard Luebbe: Absent

Richard Stephens: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Amy Blaser: Yea

Marni Danhauer: Yea

Karen Gomez: Yea

Don Graff: Yea

Beth Kabes: Yea

Doug Pauley: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

Board Member Beth Kabes asked Director Ellsworth for his professional opinion on this contract. Director Ellsworth stated ESU 7 is in the middle of studying the partnership and recommends the Board approve the partnership to continue studying.

1 **Committee Reports**

8. 18.1. Negotiations Committee Report

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

Committee Recommendation: Discuss, consider, and take any necessary action to approve a 4.5% Total Package increase for all staff EXCEPT those who fall under the Negotiated Agreement, and authority to the administrator to distribute up to 6% increase to staff members based on experience, education, and supervisor recommendation. Staff members whom the administrator determines a need for an increase higher than 6% must be brought to the full board for review of the contract increase.

Discuss, consider, and take any necessary action to approve a 4.5% Total Package increase for all staff EXCEPT those who fall under the Negotiated Agreement, and authority to the administrator to distribute up to 6% increase to staff members based on experience, education, and supervisor recommendation. Staff members whom the administrator determines a need for an increase higher than 6% must be brought to the full board for review of the contract increase Passed with a motion by Don Graff and a second by Doug Pauley.

Dawn Lindsley: Absent

Richard Luebbe: Absent

Richard Stephens: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Amy Blaser: Yea

Marni Danhauer: Yea

Karen Gomez: Yea

Don Graff: Yea

Beth Kabes: Yea

Doug Pauley: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

Negotiations Committee Member Don Graff provided an update on the Negotiation Committee. Negotiations Committee Member Don Graff recommended a motion to approve a 4.5% total package increase for the general staff group for the contract year of 2025-2026, authorizing Administrator discretion to distribute up to 6% to staff members.

18.2. Administrator Evaluation Committee Report

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

UBPD - Administrator
Evaluation Timeline:

- August: Evaluation Committee and Administrator review Evaluation Tool and Evaluation Policy/Procedures.
- March: Full Board is provided a paper copy of the evaluation questions.
- April: Administrator sends digital evaluation and evaluation resources to the Evaluation Committee Chair in the first week of April. The chair then forwards on to the full Board for completion by April Board Meeting. Board will send their completed evaluation tool to the Evaluation Committee prior to the April Board Meeting. Administrator completes Evaluation Tool as self-assessment and sends it to Evaluation Chair on or before April 30th.
- May: The Committee Chair will send the completed Administrator self-assessment to the full Board after May 1. Evaluation Committee compiles results of full Board completed evaluations prior to the May Board Meeting.
- June: Evaluation Committee meets prior to June Board Meeting to review with the Administrator the results of evaluation. Report to full Board in June Board Meeting following Closed Session requirements with Administrator present.

Paper copies have been provided to the Board and Board Member Marni Danhauer will communicate with the board when the evaluation link is open.

- 1 Conference Report
9. Conference Attendees will report on their learnings.
Board Secretary Dawn Lindsley and Director Ostmeyer attended the NRCSA Legislative Forum on February 20, 2025.
- 2 Adjournment
0. Board President Doug Pauley adjourned the meeting at 7:03 p.m.

Check Register Summary

Batch Year: 25 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00079539	C	04/20/2025	60053	5TH SEASON LAWN SERVICE	321.95
10	00079540	C	04/20/2025	10013	ACE HARDWARE	9.41
10	00079541	C	04/20/2025	10060	ADMINISTRATORS IN-SERVICE	150.00
10	00079542	C	04/20/2025	14974	ALLO COMMUNICATIONS	184.00
10	00079543	C	04/20/2025	10391	AMAZON CAPITAL SERVICES *	4,277.98
10	00079544	C	04/20/2025	9504	ANNE BAPTISTE	551.31
10	00079545	C	04/20/2025	10681	APPLE COMPUTER, INC.	2,398.00
10	00079546	C	04/20/2025	388	APPLIED CONNECTIVE TECHNOLOGIES	320.00
10	00079547	C	04/20/2025	10910	AWARDS & ENGRAVING	348.00
10	00079548	C	04/20/2025	10103	B-D CONSTRUCTION	62,736.07
10	00079549	C	04/20/2025	20428	BOONE CENTRAL SCHOOLS	290.00
10	00079550	C	04/20/2025	6700	BROOKE KAVAN	16.10
10	00079551	C	04/20/2025	16616	Carey Brewer	40.00
10	00079552	C	04/20/2025	1996	CASEY'S MAIL SERVICE LLC	728.38
10	00079553	C	04/20/2025	30192	CDW-G	173.20
10	00079554	C	04/20/2025	40702	CHERYL DROZD	360.00
10	00079555	C	04/20/2025	30550	CITY OF COLUMBUS WATER & SANIT	376.07
10	00079556	C	04/20/2025	30610	CLARKSON PUBLIC SCHOOLS	150.00
10	00079557	C	04/20/2025	31029	COLUMBUS PUBLIC SCHOOLS LUNCH FUND	2,882.60
10	00079558	C	04/20/2025	15792	COLUMN SOFTWARE PBC	16.45
10	00079559	C	04/20/2025	31218	COMPUTER HARDWARE INC	75.00
10	00079560	C	04/20/2025	31462	CROSS COUNTY SCHOOL	330.00
10	00079561	C	04/20/2025	12769	CROWNE PLAZA (JM HOSPITALITY)	869.70
10	00079562	C	04/20/2025	4812	CUBBY'S, INC.	576.20
10	00079563	C	04/20/2025	14770	DELL TECHNOLOGIES, INC.	14,455.99
10	00079564	C	04/20/2025	16560	DENITA JULIUS	150.00
10	00079565	C	04/20/2025	50825	ED SERVICE UNIT 7-PAYROLL	754,525.05
10	00079566	C	04/20/2025	14613	ELYSE BELINA	733.60
10	00079567	C	04/20/2025	50595	ENGINEERED CONTROLS	1,459.00
10	00079568	C	04/20/2025	50640	ESU 1	339.13
10	00079569	C	04/20/2025	50734	ESU 8	46.80
10	00079570	C	04/20/2025	50652	ESUCC	56,792.18
10	00079571	C	04/20/2025	60056	FNBO	47.57
10	00079572	C	04/20/2025	16438	FNBO - AA	3,285.37
10	00079573	C	04/20/2025	16411	FNBO - CA	380.13
10	00079574	C	04/20/2025	16489	FNBO - CK	2,995.00
10	00079575	C	04/20/2025	16454	FNBO - CN	191.40
10	00079576	C	04/20/2025	16470	FNBO - CW	115.00
10	00079577	C	04/20/2025	16403	FNBO - KE	67.31
10	00079578	C	04/20/2025	16349	FNBO -LS	60.99
10	00079579	C	04/20/2025	16390	FNBO - MM	373.62
10	00079580	C	04/20/2025	16381	FNBO - MO	1,260.93
10	00079581	C	04/20/2025	16462	FNBO - MV	119.88
10	00079582	C	04/20/2025	16420	FNBO - TC	93.61
10	00079583	C	04/20/2025	15920	FNBO CREDIT CARD	36,226.44
10	00079584	C	04/20/2025	16110	GENNAVEVE FAULKNER	400.00
10	00079585	C	04/20/2025	12009	HAILEY PHELPS	360.00
10	00079586	C	04/20/2025	80147	HAMPTON INN	139.00
10	00079587	C	04/20/2025	80543	HOMETOWN LEASING	477.45
10	00079588	C	04/20/2025	80670	HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	145.00
10	00079589	C	04/20/2025	80880	HY-VEE	307.01
10	00079590	C	04/20/2025	13030	INTERNATIONAL ACADEMY OF SCIENCE ACELLUS	799.00
10	00079591	C	04/20/2025	16594	JAY'S BODY SHOP	500.00
10	00079592	C	04/20/2025	13552	JEAN ANNE KAMRATH	415.00
10	00079593	C	04/20/2025	6319	JOURNEYED.COM, INC.	36,725.76
10	00079594	C	04/20/2025	12424	KASEYA US, LLC	963.55
10	00079595	C	04/20/2025	12335	KIMBERLY JEAN CHASE	575.00
10	00079596	C	04/20/2025	3352	LAKEFRONT SPRINKLERS & RETAINING WALLS	713.00
10	00079597	C	04/20/2025	120129	LAKEVIEW COMMUNITY SCHOOLS	150.00
10	00079598	C	04/20/2025	120223	LEIGH COMMUNITY SCHOOLS	140.00
10	00079599	C	04/20/2025	120314	LINCOLN JOURNAL STAR	150.00
10	00079600	C	04/20/2025	40545	LISA DURANSKI	835.80

Check Register Summary

Batch Year: 25 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00079601	C	04/20/2025	120550	LOUP POWER DISTRICT	4,025.86
10	00079602	C	04/20/2025	220090	LYNN VOLLBRACHT	450.00
10	00079603	C	04/20/2025	16527	MAKAYLA KUMPF	360.00
10	00079604	C	04/20/2025	130378	MENARDS	213.01
10	00079605	C	04/20/2025	130547	MNJ TECHNOLOGIES	220.00
10	00079606	C	04/20/2025	13102	NAESP	159.00
10	00079607	C	04/20/2025	140066	NE ASSOC OF SCHOOL BOARDS	3,297.55
10	00079608	C	04/20/2025	140351	NCSA	75.00
10	00079609	C	04/20/2025	140460	NEBRASKA DEPT OF EDUCATION	15.00
10	00079610	C	04/20/2025	12602	NEBRASKA STATE FIRE MARSHAL AGENCY	108.00
10	00079611	C	04/20/2025	140570	NEBRASKA TECHNOLOGY & TELECOM.	184.83
10	00079612	C	04/20/2025	16578	NSPRA	90.00
10	00079613	C	04/20/2025	11185	OBRIST	95.94
10	00079614	C	04/20/2025	16306	OMNIFY BENEFITS	60.00
10	00079615	C	04/20/2025	12122	One Source The Background Check Company	121.00
10	00079616	C	04/20/2025	150330	OSCEOLA PUBLIC SCHOOLS	150.00
10	00079617	C	04/20/2025	160450	PIZZA RANCH	110.65
10	00079618	C	04/20/2025	160530	PLATTE VALLEY PRINTING	239.94
10	00079619	C	04/20/2025	21001	RACHEL BURGESS	75.00
10	00079620	C	04/20/2025	13129	RED RIVER PRESS INC	4,950.00
10	00079621	C	04/20/2025	60015	ROSETTA STONE LLC	9,000.00
10	00079622	C	04/20/2025	20250	RUTT'S HEATING & AIR	5,868.62
10	00079623	C	04/20/2025	981	SARAH WACHA	591.50
10	00079624	C	04/20/2025	760	SERVICEMASTER BY SHEVLIN	1,577.00
10	00079625	C	04/20/2025	190557	SOUTHWEST BINDING & LAMINATING	3,962.07
10	00079626	C	04/20/2025	190693	STANEK FIRE PROTECTION	181.00
10	00079627	C	04/20/2025	190850	STATE OF NEBRASKA DAS STATE ACCTG.	5,857.40
10	00079628	C	04/20/2025	20010	SUE BAINTEK	137.50
10	00079629	C	04/20/2025	191085	SUPER SAVER	647.25
10	00079630	C	04/20/2025	14796	THE PLAYSCHOOL	150.00
10	00079631	C	04/20/2025	200493	TWIN RIVER PUBLIC SCHOOL	320.00
10	00079632	C	04/20/2025	200606	U & I SANITATION	112.25
10	00079633	C	04/20/2025	210143	UNIVERSITY OF NEBRASKA - LINCOLN	900.00
10	00079634	C	04/20/2025	210143	UNIVERSITY OF NEBRASKA - LINCOLN	680.00
10	00079635	C	04/20/2025	220010	VALENTINO'S	522.00
10	00079636	C	04/20/2025	10320	VERIZON WIRELESS	868.59
10	00079637	C	04/20/2025	16608	WHITNEY GIBSON	150.00
10	00079638	C	04/20/2025	13420	WOODRIVER ENERGY LLC	1,320.84
10	00079639	C	04/20/2025	16535	Wilber-Clatonia Public Schools	8,880.00
10	00079640	A	04/20/2025	13897	ADILENE PEREZ	886.90
10	00079641	A	04/20/2025	130180	AMABA, LLC	5,802.20
10	00079642	A	04/20/2025	120155	AMY J SLAMA	346.50
10	00079643	A	04/20/2025	14710	AMY RICHARDS	79.80
10	00079644	A	04/20/2025	1082	ANGEL D MAYBERRY	639.80
10	00079645	A	04/20/2025	990	BRANDY ROSE	222.60
10	00079646	A	04/20/2025	14621	CALVIN FREY	823.90
10	00079647	A	04/20/2025	13528	CARA NEESEN	79.80
10	00079648	A	04/20/2025	5967	CASSANDRA RUTH	799.40
10	00079649	A	04/20/2025	9512	CASSIE KRINGS	711.90
10	00079650	A	04/20/2025	13510	CHRISTINA HANCOCK	437.20
10	00079651	A	04/20/2025	50579	DAN ELLSWORTH	72.80
10	00079652	A	04/20/2025	180474	DARLENE RODRIGUEZ	833.00
10	00079653	A	04/20/2025	15512	DEBOER OUTDOOR POWER	255.00
10	00079654	A	04/20/2025	14001	DEVON GRONENTHAL	333.20
10	00079655	A	04/20/2025	14060	DYLAN SOUTHARD	323.40
10	00079656	A	04/20/2025	60033	ELISSA HEIBEL	190.75
10	00079657	A	04/20/2025	14125	EMMA MOORE	149.38
10	00079658	A	04/20/2025	7560	ESI HOSTED SERVICES	180.52
10	00079659	A	04/20/2025	7099	HALEY KUNZE	291.20
10	00079660	A	04/20/2025	11460	HAYLEY MURPHY	894.60
10	00079661	A	04/20/2025	140691	HD SUPPLY (FORMERLY HOME DEPOT PRO)	152.31
10	00079662	A	04/20/2025	15970	INGRID RODRIGUEZ	751.03

Check Register Summary

Batch Year: 25 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00079663	A	04/20/2025	15709	IRIS MEDINA GONZALEZ	662.20
10	00079664	A	04/20/2025	10375	RONELLE JACKSON	2,100.00
10	00079665	A	04/20/2025	8559	JACLYN TERNUS	308.70
10	00079666	A	04/20/2025	14745	JAEDYN MORRIS	961.10
10	00079667	A	04/20/2025	15954	JENNA MATTOX	416.50
10	00079668	A	04/20/2025	11223	JILL WIELGUS	621.60
10	00079669	A	04/20/2025	8540	JOLYNN KAHLANDT	523.60
10	00079670	A	04/20/2025	11932	JOSH ARIAS	771.40
10	00079671	A	04/20/2025	6459	KAISE RECEK	292.60
10	00079672	A	04/20/2025	14478	KASSANDRA CORNWELL	541.80
10	00079673	A	04/20/2025	11983	KENDRA GUSTAFSON	128.80
10	00079674	A	04/20/2025	100521	KRIS JOHNSON	217.00
10	00079675	A	04/20/2025	13480	LETISHIA KLEINSCHMIT	742.70
10	00079676	A	04/20/2025	13986	LYNNE WEBSTER	826.00
10	00079677	A	04/20/2025	15601	MARCI HAIGHT	215.94
10	00079678	A	04/20/2025	2267	MARCIA OSTMEYER	36.00
10	00079679	A	04/20/2025	11797	MARIA RODRIGUEZ	857.50
10	00079680	A	04/20/2025	14699	MARIAH BELLER	858.90
10	00079681	A	04/20/2025	11479	MEGAN WELCH	786.80
10	00079682	A	04/20/2025	14656	MERIDITH RIHA	135.80
10	00079683	A	04/20/2025	12246	MERRIDIE KAUP	543.90
10	00079684	A	04/20/2025	8788	NATHALIE VARGAS	604.80
10	00079685	A	04/20/2025	15962	NICOLE CHILES	494.20
10	00079686	A	04/20/2025	13498	RACHEL BUETTNER	321.30
10	00079687	A	04/20/2025	130708	SHARON M BROWN	755.30
10	00079688	A	04/20/2025	8524	SHAYNA CEPPEL	450.31
10	00079689	A	04/20/2025	10740	SHELLI EICKMEIER	721.00
10	00079690	A	04/20/2025	15725	SONYA SUKUP	499.80
10	00079691	A	04/20/2025	12165	STEPHANIE FOREMAN	180.20
10	00079692	A	04/20/2025	11436	TAMRA CLAY	26.60
10	00079693	A	04/20/2025	13536	TERI OPFER	1,026.90
10	00079694	A	04/20/2025	230361	WENDY WOLFE	651.70
10	00079695	A	04/20/2025	10545	YARIBEY RODRIGUEZ	1,043.00

Total Bank: 10 \$1,087,002.93

Total Computer Checks:	\$1,052,421.79
Total Manual Checks:	\$0.00
Total ACH Checks:	\$34,581.14
Total Other Checks:	\$0.00
Total Electronic Checks:	\$0.00
Total Computer Voids:	\$0.00
Total Manual Voids:	\$0.00
Total ACH Voids:	\$0.00
Total Other Voids:	\$0.00
Total Electronic Voids:	\$0.00
Grand Total:	\$1,087,002.93
Number of Checks:	157

Batch Year	Batch	Amount
25	000199	34,267.02
25	000212	249,571.17
25	000213	48,639.69
25	000228	754,525.05

Article IV, Section 9, Q Voting Leave

Employees will be allowed paid time off to vote in an election if the employee: (a) is a registered voter; (b) does not have 2 consecutive hours during which the employee is not required to be present at work in the period between the time of the opening and closing of the polls; and (c) applies for voting leave prior to or on election day.

Voting leave will not be available to most employees because elections are typically scheduled for 8 a.m. to 8 p.m. Most employees are off duty on or before 6 p.m. If not off work by 6 p.m., the employee is usually not on duty before 10 a.m.

When voting leave is available, an employee will be entitled to be absent from work on election day for such period of time as will, when considering the employee's non-working time, total 2 consecutive hours between the time of the opening and closing of the polls. When voting leave is used, no deduction shall be made from the employee's salary or wages on account of such absence. The employee's supervisor may specify the hours during which the employee may be absent for voting leave.

Legal Reference:	§ 32-922
Date of Adoption:	August 19, 2019
Date(s) of Revision/Review:	April 22, 2025

Section 10 - Professional Employees

Article IV, Section 10, A Professional Employees Defined

Professional employees include “certificated employees,” which for purposes of the Board policies, means any teacher, nurse, or other employee in a position or assignment which requires a certificate issued by the Commissioner of Education.

Professional employees for purposes of the Board policies also include employees in a position or assignment which may or may not require a special service certificate issued by the Commissioner of Education or a professional license issued by the Nebraska Health and Human Services. Designation in the Board policies of an employee as a “professional employee” shall not extend continuing contract rights to any employee who is not defined by statute as “certificated employee.”

Legal Reference:	§79-1234(2)
Date of Adoption:	February 18, 2019
Date of Review:	December 21, 2020 April 22, 2025

Article IV, Section 10, B Qualifications and Assignment

All ESU staff who have professional or teaching responsibilities for students shall hold valid Nebraska teaching certificates pursuant to NDE Rule 21. Teaching assignments shall be made only to ESU teachers who hold valid Nebraska teaching certificates having appropriate endorsements, provided such endorsements are being offered by a Nebraska standard institution of higher education.

Special service certificate holders shall be limited to providing those services specified on their Nebraska Special Services Certificate.

All ESU staff who have responsibilities that require a professional license issued by the Nebraska Health and Human Services shall possess and maintain valid licensure as required by law as a condition of employment and continued employment.

Legal Reference:	NDE Rule 84, sections 5.02-.04
Date of Adoption:	November 18, 2019
Date(s) of Revision/Review:	April 22, 2025

Article IV, Section 10, C Supervision, Assignment, and Evaluation When Serving Schools

The policies governing the supervision, assignment and evaluation of ESU employees when they are serving on the instructional or service faculty of a school are as follows:

1. **Supervision**. Employees assigned to serve a school remain responsible for adhering to the policies of the ESU and to the directives of their ESU supervisor. Employees must further adhere to the policies of the school applicable to their assignment and duties and to the directives of the school's Superintendent or designated administrator of the school; provided such are consistent with ESU policies and directives and with the employee's assignment. The employee's supervisor is to coordinate and communicate with the employee and with the school's administration and make such personal visits to the employee at the school as needed to ensure that the employee is adhering to such responsibilities and receiving the necessary resources and proper treatment. The employee's supervisor is to establish a protocol to ensure that the employee is at the school at the time the employee is responsible to be at the school.
2. **Assignment**. In making assignments of employees to serve schools, consideration will be given to the wishes of the employee and the schools. However, the ESU reserves the right to assign and reassign in the best interests of the ESU as determined by the Administrator.
3. **Evaluation**. When evaluating the performance of an employee assigned to serve a school, the evaluator is to consider, and solicit as needed, information from the school administration related to the performance of the employee while performing duties at schools. Observations of performance of the employee at the school should be made as appropriate to complete the evaluation.

Legal Reference:	NDE Rule 84, section 3.05
Date of Adoption:	November 18, 2019
Date of Review:	October 18, 2021 April 22, 2025

For ESUCC Office Only
Total MSA Amount Due: \$ _____
Billed Quarterly



Master Service Agreement with the ESUCC

This ESUCC Service Agreement ("Agreement") is entered into by and between the Educational Service Unit Coordinating Council (the "ESUCC") and Educational Service Unit Number **7** (the "ESU").

I. Background

The ESUCC is charged by NEB. REV. STAT. § 79-1245 with the administration of statewide education initiatives and provision of statewide education services. The ESU wishes to receive certain services and participate in certain projects that are conducted by the ESUCC, and the ESU wishes to have certain services and initiatives made available to its member school districts. The parties to this Agreement agree to services and Projects on the following terms and conditions.

Each Project is described more specifically in the identified Exhibits.

II. Services Provided Requiring a Fee

The ESUCC agrees to provide the following Projects.

1. Teaching and Learning Division: Affiliate Budgets ([Exhibit "A"](#)).
No change.....**Fee Amount: \$2,550**
2. Teaching and Learning Division: ESUPDO Events, per day/per participant ([Exhibit "A"](#))
No change.....**Fee Amount: \$25**
3. Teaching and Learning Division: Special Projects ([Exhibit "A"](#)).
No change.....**Fee Amount: Up to \$7,500**
4. Teaching and Learning Division: Digital Learning Services and Projects ([Exhibit "A"](#)).
No change.....**Fee Amount: \$5,700**

- 5. Executive Division: Legislative and Government Relations ([Exhibit "C"](#)). Contract year Month-Month, so the \$ is subject to any rate changes.
Vendor Contract Term March 2, 2024-March 1, 2026
Subject to change at the end of the vendor contract term.....(regular session) Fee Amount: \$3,306
- 6. Technology Division: Student Services Projects ([Exhibit "B"](#)).
No change.....Fee Amount: \$6,000
- 7. Executive Division: SMART ([Exhibit "C"](#)). This item excludes costs of out of state SMART.
No change.....Fee Amount: Up to \$1,500

III. Optional Services Provided Requiring a Fee

In addition to the non-electible projects and fees, the ESU has the ability to participate in additional projects through the ESUCC. By initialing next to each of the desired projects listed below, the ESU voluntarily elects to participate in and access the identified projects and the ESU shall pay the ESUCC the associated fee(s), as identified below. If the ESU desires to have the School Districts billed directly, please check the box for that item (only available for select service).

- ___ 8. Teaching and Learning Division: OverDrive Professional Library: ([Exhibit "A"](#))
Vendor Contract Term September 1, 2025-August 31, 2026
Subject to change at the end of the vendor contract term.....
Fee Amount: Up to \$600

- ___ 9. Executive Division: SPARQ Negotiations:
Vendor Contract Term April 1, 2025-March 31, 2026. *\$15,000 divided by the participating ESUs* ([Exhibit "C"](#))
Subject to change at the end of the vendor contract term..Fee Amount: \$1,000

- ___ 10. Technology Division: Student Records System (SRS): ([Exhibit "B"](#))
No change.....Fee Amount: See Tier Schedule Below

<u>2025-2026</u>	<u>2026-2027</u>	<u>2027-2028</u>	<u>Tier</u>
\$192	\$202	\$208	<100
\$499	\$524	\$540	100-249
\$993	\$1,043	\$1,074	250-499
\$2,982	\$3,131	\$3,225	500-999
\$3,938	\$4,135	\$4,259	1000-1999
\$4,922	\$5,168	\$5,323	2000-3999
\$9,374	\$9,643	\$9,932	4000-17999

V. Term

The term of this Agreement shall commence on August 1, 2025, and continue until July 31, 2026. A new Agreement will be required for any services or support by the ESUCC after August 31, 2026.

VI. Responsibilities of the ESUCC

The ESUCC agrees to provide and support the services offered with reasonable care, skill, and diligence. The ESUCC shall employ or assign qualified personnel staff to support and oversee the services provided. The ESUCC and its staff will promptly and reasonably respond to ESUs for support and assistance with such services. The ESUCC will reasonably assure that the ESU’s member school districts have access to the projects and services provided to the ESU, when applicable.

The ESUCC reserves the right, in its sole discretion, to make changes to the operation of each of the projects referred to herein, including, but not limited to, an increase in the fees charged for particular projects. If the ESUCC determines that a fee increase is necessary for the continued operation of any particular project, the ESUCC will notify the ESU in advance. The ESU shall then have 14 days to elect out of the project. If the ESU does not elect out of the project within 14 days, then the ESU shall be obligated to pay the increased fee.

VII. Responsibilities of the ESU

The ESU will cooperate with the ESUCC and provide necessary information and access as reasonably required for the ESUCC to perform the services. The ESU agrees to follow the reasonable expectations and directives of the ESUCC regarding the services selected by the ESU. The ESU further agrees to promptly communicate to the ESUCC any concerns or problems with any such services.

The ESU shall not assign any right or delegate any obligation arising hereunder without the prior written consent of ESUCC. This provision does not prevent the ESU from allowing its member school districts to participate in some or all of the Projects described herein.

The ESU agrees to pay the fee(s) to the ESUCC within ninety days of the invoice and may be mailed to 1292 East 4th Street, Ainsworth, NE 69210. The ESUCC reserves the right to refuse any service(s) to any ESU that fails to timely submit payment, and no ESU will be entitled to participate or access any service if said ESU failed to timely pay the required fee(s). An ESU who fails to timely pay the required fees may be excluded from all Projects and forfeits any right to participate in said projects.

The parties expect the ESU (and its staff) will be appropriately involved in each project to ensure the oversight and maintenance of the projects.

This Agreement does not obligate or commit the ESU to to engage the ESUCC on an exclusive arrangement for any of these projects.

8. Termination

The ESU may request to terminate this Agreement or any elected projects for any reason at any time by giving written notice to the ESUCC. There shall be no refund or reimbursement by the ESUCC if the ESU terminates this Agreement in the middle of the Agreement term without cause, unless a majority of the ESUCC Board votes to authorize a requested refund. A majority of the ESUCC Board and the ESU may also vote to amend or supplement this Agreement during the term of the Agreement for any reason the ESUCC Board deem appropriate.

If the ESU believes the ESUCC has materially breached this Agreement, then the ESU shall notify the ESUCC in writing of the ESU's concern(s). The ESUCC shall then have thirty days to cure any alleged breach. If the ESUCC disputes the alleged breach, then the parties shall agree to meet at the ESU to address the specific concerns and find a mutually agreeable solution. If, after that meeting, the ESUCC is unable or unwilling to cure the alleged breach, then the ESU may terminate the Agreement for cause. If the ESU terminates the Agreement for cause, the ESU shall only be entitled to a refund for any amount(s) paid if a majority of the ESUCC Board approves the ESU's request for a refund, and the ESUCC Board shall, in its sole discretion, determine the refund amount (if any).

The ESUCC may terminate this Agreement for any reason at any time by giving ninety days' written notice to the ESU. If the ESUCC terminates this Agreement, then the ESU shall be entitled to a refund for the amount paid by the ESU in an amount proportional to the number of days the service was available to the number of days the service was unavailable.

IX. Confidentiality

Each party agrees to keep confidential all non-public information received from the other party. All information and data shared or exchanged between the parties shall fully comply with Nebraska law and FERPA.

X. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

XI. Damages and Indemnification

To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party, its officers, agents and employees from all claims, damages, losses and expenses arising out of or resulting from the services provided under this Agreement that results in any claim for damage whatsoever. This Section shall not require either party to indemnify, or hold harmless, the other party for any losses, claims, damages and expenses arising out of or resulting from the intentional or negligent act or omissions of the party.

XII. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

XIII. Other Information

From time to time, the ESUCC and ESU may agree to develop and implement new or additional Projects. In the event ESUCC determines to offer a new project during the term of this Agreement and the ESU wishes to participate in said new project, the parties may describe the new project in writing and incorporate that writing as a formal addendum to this Agreement.

Given the upfront and ongoing expenses associated with each service, the fee(s) paid by the ESU are generally not refundable. By entering into this Agreement, the ESU agrees to accept the identified services for the entire term of the Agreement and may not cancel or revoke services with any expectation of reimbursement(s) or refund(s), except as provided in Section VIII.

Each ESU must contribute to the ESUCC the fees associated with each project. The ESU and ESUCC agree to follow the expectations outlined in those Exhibits, as well as those reasonable expectations and updates that may be announced or provided during the term of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ESUCC CEO

ESU Administrator

ESUCC CEO Signature

ESU Administrator Signature

Date

Date

Exhibit "A"
Teaching and Learning Division

1. ESUPDO Affiliate Budgets.

- a. Network Operations Coordinators Affiliate (NOC):
NOC supports the extensive communications network within and among the ESU's and school districts.
- b. ESU Special Education Population Directors (ESPD):
ESPD consists of Special Education Directors and other similar personnel from across the state providing support for compliance related topics.
- c. Teaching and Learning with Technology Affiliate (TLT):
TLT connects educators with resources, best practices, and emerging technologies to transform teaching and learning within the classroom.
- d. Staff Development Affiliate (SDA):
SDA is responsible for providing staff development as well as school improvement for school districts.

2. ESUPDO Events

The ESUPDO serves as the umbrella to the statewide professional development opportunities for ESU personnel statewide. The ESUPDO is a collaborative effort to provide statewide training and alignment of efforts for ESU personnel and key NDE staff statewide. ESUPDO consists of four affiliate groups composed of ESU personnel across the seventeen ESU's with representation from essential NDE Staff. ESUPDO events may include registration, materials, and other fees. Such fees will be set at no more than \$25 per participant person per day.

3. Special Projects

The ESUCC may facilitate special projects, organize and facilitate programs, or serve as a fiscal agent for activities to enhance professional development opportunities. Adding a special project would require a description of the project presented to the board and a majority vote to have the project added to this MSA. By adding the project to the MSA, the ESUs are not obligated to participate, only that the project is **available** to all ESUs or schools. Participation decisions would be made by each ESU individually.

4. Digital Learning Services and Project.

- a. Distance Education Brokering:
The ESUCC provides the Nebraska Virtual Instruction Source (NVIS) course clearinghouse for use in finding and exchanging distance education courses between participating ESUs and school districts.
- b. Learning Object Repositories (LOR) and Open Education Resources (OER):
ESUCC coordinates access to digital libraries that enable educators from within participating ESUs to use professional educational resources that are aligned to academic standards. The Nebraska OER hub is available to all ESUs and their district schools and offers statewide access to local and national open educational resources.
- c. The ESUCC Digital Learning Services and Projects promote statewide collaboration to provide students and school districts with access to a mix of different learning environments that best supports the combination of traditional face-to-face classroom methods with more technology-mediated activities.

5. OverDrive Professional Development Library.

The ESUCC OverDrive Professional Library is a customized digital collection of ebooks and audiobooks for use by ESU and school district staff across the state.

Exhibit "B"
Technology Division

1. Student Services Projects:

a. Student Records System (SRS):

ESUCC maintains SRS which is an online special education record system designed to create all special education documents, required by Rule 51 and Rule 52, including IEP, MDT, IFSP and all required notices. The SRS is a highly secured system that organizes and stores documents and provides access to files via the internet. SRS training is provided across the state for district staff and college and university staff. School Districts electing to utilize the SRS system must pay an additional fee to receive access.

b. Project PARA:

Project PARA is a web-based method for school districts to provide introductory training for their paraeducators. The Project assists schools in meeting the paraeducator training requirements. Project PARA is a collaborative effort between the University of Nebraska, the Nebraska Department of Education and Nebraska educational service units.

a. 504 Plan:

ESUCC designed and maintains the Section 504 Project which is an online record system designed to create documentation necessary for the Rehabilitation Act of 1973 that prohibits discrimination against those that have a physical or mental impairment that substantially limits one or more major life activities. Section 504 is a function of regular education. This is an add on to the SRS system.

Exhibit "C"
Executive Division

1. Legislative and Governmental Relations Project.

The Legislative and Governmental Relations Project will assist member ESUs in strategically planning legislative initiatives that support the mission of the ESUCC and its member service units, tracking legislation that affects service units and state-wide educational efforts in the state, and influencing state lawmakers to support the vital work of the ESUCC, service units and public schools in the state of Nebraska. Should a special session of the Legislature convene, there will be an additional contract with the government relations group with whom ESUCC works.

2. SIMPL/SMART

The ESUCC continuously develops and maintains the software operating the SMART (formerly known as SIMPL) online service management tool for use by the Nebraska ESUs and ESUCC. This tool supports ESUs in their data-driven process utilized to systematically identify the needs of their school districts and thereafter develop services to fill the gaps. The SMART online tool allows ESUs to assess the available services for implementation at the school district level.

3. SPARQ Negotiations:

SPARQ Negotiations is a web-based online data collection system used to compare settlement information, provide prevalence reports, view negotiated agreements and perform placement calculations.

March 25, 2025

I am writing to inform you that I am resigning my position as Teacher of Visually Impaired/ School Psychologist effective at the end of the 2024-2025 school year. I am resigning my position due to another opportunity that is a better fit for me. Thank you for the opportunity to work at ESU 7.

Sincerely,

A handwritten signature in cursive script that reads "Elissabel".

Elissa Heibel

Article IV, Section 9, R Unpaid Leave

Unpaid Leaves. Should an employee be absent from work in excess of the employee's available paid leaves, the absence will be an unpaid leave. The employee's salary may be subject to reduction for the day or days of work missed.

In addition, during periods of unpaid leave due to an employee's excess of the employee's available paid leaves (other than FMLA leave), ESU 7 will not pay or cover the cost of employee benefits, including, but not limited to, health insurance premiums and other employer-paid benefits. Employees on unpaid leave will be responsible for the full cost of maintaining any benefits coverage during this time, and should make arrangements to remit payment directly if they wish to continue coverage. If the ESU 7 Administrator determines that the ESU will advance the cost of any employer-paid benefits to an employee who misses work without paid leave (other than FMLA leave), then ESU 7 may deduct that paid amount from the employee's next regular paycheck.

Legal Reference:	
Date of Adoption:	September 16, 2019
Date(s) of Revision/Review:	April 22, 2025

Article IV, Section 9, R Unpaid Leave

Unpaid Leaves. Should an employee be absent from work in excess of the employee's available paid leaves, the absence will be an unpaid leave. The employee's salary may be subject to reduction for the day or days of work missed.

In addition, during periods of unpaid leave due to an employee's excess of the employee's available paid leaves (other than FMLA leave), ESU 7 will not pay or cover the cost of employee benefits, including, but not limited to, health insurance premiums and other employer-paid benefits. Employees on unpaid leave will be responsible for the full cost of maintaining any benefits coverage during this time, and should make arrangements to remit payment directly if they wish to continue coverage. If the ESU 7 Administrator determines that the ESU will advance the cost of any employer-paid benefits to an employee who misses work without paid leave (other than FMLA leave), then ESU 7 may deduct that paid amount from the employee's next regular paycheck.

Legal Reference:	
Date of Adoption:	September 16, 2019
Date(s) of Revision/Review:	April 22, 2025



Proposal For ESU 7

Contact Information

Dan Ellsworth

ellsworth@esu7.org

Prepared By

Nathan Elstermeier

nathan@yandasmusic.com

Yandas Pro Audio & Video

Rooms & Items

Summary

S.No.	Image	Make and Model	Qty
1		CROWN CDi 1000 <i>The Crown CDi1000 is a high-performance amplifier delivering 1000 watts of power output. With advanced DSP features and robust protection circuitry, it ensures reliable and clear audio for a variety of applications.</i>	1
2		QSC I/O-USB Bridge <i>The Q-SYS I/O-USB Bridge allows users to integrate networked Q-SYS conference room camera video alongside industry leading audio processing into soft-codec applications via USB connected.</i>	1
3		Shure QLXD4--G50 <i>Digital Wireless Receiver, X8 (902-928 MHz) Band, 1/4 and XLR Audio Outputs</i>	2
4		QSC Q-SYS CORE110F-V2 <i>The Q-SYS™ Core 110f v2 processor provides a fully integrated audio, video and control solution for installations with a mixture of analog and network channels, supporting medium-sized rooms through the largest Enterprise scale deployments.</i>	1
5		Installation Mileage <i>Mileage</i>	1
6		Installation Miscellaneous <i>Wire, cable, and connectors are vital components in audio-video systems, facilitating connections and signal transmission. They include various types such as HDMI, RCA, XLR, and speaker wire, alongside plugs, jacks, and adapters. These components enable seamless communication between audio and video devices, ensuring optimal performance and fidelity in AV setups.</i>	1
7		Middle Atlantic CWR-18-22PD <i>18 RU Rack</i>	1
8		Shure SBC200-US <i>Dual Docking Charger with PS45US Power Supply</i>	1
9		Shure QLXD2/SM58--G50 <i>Handheld Transmitter with SM58® Microphone</i>	1
10		Shure QLXD1--G50 <i>Bodypack Transmitter</i>	1

S.No.	Image	Make and Model	Qty
11		Shure WL184 <i>Microflex® Supercardioid Lavalier Microphone</i>	1
12		Shure SB900B <i>Rechargeable battery for the QLXD Wireless systems</i>	2
13		Installation Labor <i>Audio video lighting installation labor involves the professional setup and integration of audio, video, and lighting equipment in various spaces. This includes mounting speakers, projectors, screens, and lighting fixtures, as well as running cables, configuring systems, and ensuring optimal performance. Expert technicians handle everything from small home theaters to large-scale commercial installations, providing tailored solutions for each client</i>	1
14		Installation Lodging and Per-diem <i>Hotel and Per-diem fees.</i>	1
15		QSC TSC-70-G3 <i>The Qsys TSC-70-G3 is a sleek touchscreen controller designed to streamline audio, video, and system control. With its intuitive interface and high-resolution display, it offers seamless management of Q-SYS Core processors and compatible devices. Ideal for diverse settings like conference rooms and retail spaces, it delivers reliable performance and easy operation, empowering users to optimize their audiovisual systems effortlessly.</i>	2
16		QSC NC-20x60 <i>20x Optical Zoom 60 Horizontal Field of View, PTZ Network Camera, PoE, with HDMI and SDI output. In</i>	2
17		Netgear GSM4248PX-100NAS <i>The GSM4248PX is a powerful and reliable network switch designed for high-performance data center environments. Offering advanced features such as high port density and PoE support, it enables seamless connectivity and efficient data management. Ideal for demanding networking needs, the GSM4248PX ensures reliable and secure operation in modern IT infrastructures.</i>	1

S.No.	Image	Make and Model	Qty
18		<p>Wyrestorm NHD-500-IW-TX</p> <p><i>The Wyrestorm NHD-500-tx-IW stands as a discreet yet powerful in-wall AV transmitter, engineered to facilitate high-fidelity audio and video distribution across networks. Its seamless integration and simple installation make it an ideal choice for a wide array of commercial settings, ensuring effortless deployment and reliable performance in diverse environments.</i></p>	2
19		<p>Wyrestorm NHD-500-E-TX</p> <p><i>The NHD-500-E encoder and decoder enhance the NetworkHD 500 series by providing an economical 4K60 solution. The "E" variations remove many of the I/O found on the standard encoder and decoder and retain only the core functionalities that suite most applications. This helps avoid an over-specified hardware solution while still offering interoperability between all other 500 series components, enabling system designs to be better tailored to exact needs.</i></p>	4
20		<p>Wyrestorm NHD-500-E-RX</p> <p><i>The NHD-500-E encoder and decoder enhance the NetworkHD 500 series by providing an economical 4K60 solution. The "E" variations remove many of the I/O found on the standard encoder and decoder and retain only the core functionalities that suite most applications. This helps avoid an over-specified hardware solution while still offering interoperability between all other 500 series components, enabling system designs to be better tailored to exact needs.</i></p>	6
21		<p>Wyrestorm NHD-CTL-PRO v2</p> <p><i>The NHD-CTL-PRO is the new brain for NetworkHD and reimagines how a system should operate. We've designed the NHD-CTL-PRO from the ground up to provide an innovative cutting-edge experience. The all-new unified setup environment allows all configurations to be made from one user interface. This includes adjusting IP address, naming endpoints, creating video walls, firmware updates and much more. This intuitive user interface can be accessed from any device with a web browser whether it be a comp</i></p>	1
22		<p>SONY FW98BZ30L</p> <p><i>It</i></p>	4
23		<p>Chief XTM1U</p> <p><i>Chief upgraded fixed wall mounts based on installer feedback and direct observations of installers in the field.</i></p>	4

S.No.	Image	Make and Model	Qty
24		<p>Magewell USB Capture HDMI Gen 2</p> <p><i>The Magewell USB Capture HDMI Gen2 is a compact video capture device that effortlessly captures HDMI video signals. With plug-and-play functionality and USB connectivity, it seamlessly integrates with computers for live streaming, video conferencing, and content creation. Offering high-quality video capture up to 1080p and compatibility with popular software platforms, it</i></p>	2
25		<p>Middle Atlantic RLNK-915R</p> <p><i>Middle Atlantic RLNK-915R 9 Outlet Power Distribution Unit with RackLink</i></p>	1
26		<p>JBL C426C/T</p> <p><i>The JBL Control 426C/T is a two-way coaxial ceiling loudspeaker, featuring a 6.5" woofer and integrated enclosure that is ideal for installation in most ceiling plenum spaces. Integrated CRBI™ technology provides 110° of consistent, full, rich sound to the listening area.</i></p>	8
27		<p>iPort 72340</p> <p><i>CONNECT PRO is the next generation of IPORT products for enabling iPad mobility in residential and commercial applications. Built upon a highly capable and modular platform, the CONNECT PRO line of products provide an unparalleled breadth and depth of capabilities for holding, charging, protecting and connecting iPad and iOS Devices.</i></p>	2
28		<p>iPort 72350</p> <p><i>Compact multi-port device featuring versatile connectivity options and excellent performance.</i></p>	2
29		<p>iPort 72101</p> <p><i>CONNECT PoE+ Network Adapter is designed to upgrade the CONNECT PRO BaseStation or WallStation to enable hardwired data and power over PoE+ using a single Cat 5 cable.</i></p>	2

Total Price : \$99,922.48

TERMS & CONDITIONS

DRAWINGS AND PLANS

All drawings and plans created by **Yandas Pro Audio & Video** are the sole property of **Yandas Pro Audio & Video** and may not be copied, distributed, or shared with any party other than the Client. Any unauthorized use of these materials without written consent is strictly prohibited.

WARRANTIES & SERVICE CONTRACTS

This system includes all manufacturer warranties on the equipment. In addition, **Yandas Pro Audio & Video** provides a **2-year service contract** with the purchase of this system. This service contract covers defects in workmanship but does not cover misuse, accidental damage, unauthorized modifications, or third-party alterations.

HIGH VOLTAGE ELECTRICAL

Yandas Pro Audio & Video does not provide high-voltage electrical work for this project. It is the responsibility of the Client to hire a qualified electrical contractor for any necessary electrical work. **Yandas Pro Audio & Video** is not liable for any electrical issues, delays, or damages caused by third-party electrical work.

DOWN PAYMENT & PAYMENT TERMS

A **50% down payment** of the total estimated cost is required before any equipment is ordered. The remaining balance is due **net 30 days from completion**. Late payments may be subject to a 18% monthly finance charge.

CHANGE ORDERS & ADDITIONAL COSTS

Any changes requested after the initial agreement, including modifications to equipment, scope of work, or installation, must be submitted in writing and may result in additional charges and project delays. A written estimate for additional costs will be provided before work begins.

DELAYS & FORCE MAJEURE

Yandas Pro Audio & Video is not responsible for delays caused by factors beyond its control, including but not limited to supply chain disruptions, manufacturer backorders, acts of God, labor strikes, or delays caused by third-party contractors.

CANCELLATION POLICY

Orders canceled after the equipment has been purchased are subject to **restocking fees and non-refundable costs**. Any labor costs incurred before cancellation will be billed accordingly.

Signature

Date

April 11, 2025



2657 44th 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 4 representative. This term will expire on the first Thursday after the first Tuesday in January, 2029.

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

In order to select the best candidate for this vacancy, please complete the following questionnaire and return it via email to mmorsett@esu7.org or mail to:

Morgan Morsett
Secretary to the Board
2657 44th Avenue
Columbus, NE 68601



LEHR CLARK D 4-5-25
Last Name First Name MI Date

Home Address: 5157 N. SHORE PL. COLUMBUS, NE County: PLATTE

How long have you lived in that county? 40 YEARS Telephone: 402-570-0774

In which school district do you live? 4

Business Address: N/A Telephone: _____

Occupation: RETIRED

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

SEE ATTACHMENT

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 judgment regarding the 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?

My wife and I both grew up in Lincoln, NE and after college I have worked in the financial field my entire career (11 yrs Farm Credit, 16 yrs First National, and 18 yrs First Nebraska). We feel truly fortunate to have spent all of that time and to have raised a family in the Columbus area. Besides having a robust financial and business industry, I have always felt the ultimate success of any community was also dependent on the strength of its educational and medical segments. Partly because I was a banker, I had the opportunity to be involved in all of these fields except education. I would welcome the chance to replace Dick Luebbe on the ESU 7 Board.

Other community or business activities: Local involvement: Federated Church Governing Council; YMCA Board (5 years); United Way Board (two terms including 2010 Drive Chairman), and CCH Board (12 years and 2017 – 2019 Board Chair). State and National banking involvement: NE Bankers Assoc Board (8 years, 2012 Chairman); VEBA Board (4 years, 2017 Chairman) and the American Bankers Assoc Community Banking Council (3 years).

What is your basic understanding of the Educational Service Unit 7 purpose? To support and help facilitate school improvement in all school districts in its 7 county area. These activities not only include instructional materials to enhance student learning but also staff development in multiple areas.

What should the role of the ESU 7 Board be in the fulfillment of that purpose? I would expect the Board's main functions to include an ongoing general knowledge of the 19 school districts in its 7 county area and to assist in strategic planning and providing oversight and support for the administration in accomplishing its goals and activities.

Please describe what the relationship between the Board members and the Administration should be in handling service unit matters: To assist in any way we can while being very careful not to delve too deeply into the specific duties needed to carry out their goals and activities.

In what areas of function as a Board member would you have a particular interest or skill (public relations, budget, negotiations, evaluation, long-rand planning, facilities, policy, etc)? My work experience has been in the finance field. But thru my previous Board experiences and knowledge, I believe I could assist and would be willing to help wherever needed.

If you have an opportunity in the future to make a judgement regarding the effectiveness of the service unit in carrying out its purposes, what do you see as the strengths of ESU 7? I unfortunately lack any involvement in the educational area other than having our 3 children go to school in Columbus. But by being on the Board I am hoping to gain that knowledge.

In what areas do you think ESU 7 could improve services or provide additional services in? I do not have a background in the educational field. But I have always strived to be well prepared in all areas needed for all Board discussions. I believe I have demonstrated that on the previous boards I have served on. My approach to the ESU 7 Board would be no different.

CLARK LEHR

RESOLUTION

WHEREAS, Richard Luebbe was elected as a member of the Board for a term beginning January 1, 2025 and ending on December 31, 2028; and

WHEREAS, on March 3, 2025, Richard Luebbe resigned as a board member, and the board accepted that resignation effective on March 17, 2025, 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 April 12, 2025, the Board provided advance publicized notice of the meeting to be held on April 22, 2025, and the agenda for that meeting included the appoint of a new member to fill the vacancy; and

WHEREAS, Clark Lehr 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 Clark Lehr to the Educational Service Unit No. 7 Board for the remainder of a term ending on December 31, 2028.
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 22 day of April, 2025.

Educational Service Unit No. 7

Board Member



CERTIFICATED PROFESSIONAL CONTRACT

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

WITNESSETH: That ESU7 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 1st day of July, 2025 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 exclusive of holidays.
2. **Compensation:** The Party shall be paid a yearly salary of \$100,000.00 paid in 12 monthly payments of \$8,333.33. 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:** ESU7 agrees to provide the same fringe benefits as annually approved by the Board of ESU7.
4. **Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.
5. **Policies, Rules and Regulations.** The Party agrees to be governed by the policies of the Board of ESU7, the rules and regulations of ESU7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU7 and rules and regulations of the ESU7 may be changed at any time, with or without notice to the Party.
6. **Duties.** The duties of the Party shall be as prescribed for the position and

assignment, which duties shall be performed in accordance with standards, goals, and policies established by the Board of ESU7 and the ESU7 Administrator. The Party agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.

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

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

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

Secretary, Board of ESU7

President, Board of ESU

Executed by the Party this ⁸_____ day of ⁴_____, 20²⁵_____.


Jeyna Mattox (Apr 8, 2025 15:00 CDT)

Party

Mattox '25-'26

Final Audit Report

2025-04-08

Created:	2025-04-08
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhiuCIK8u_7FlnFfKrhd7rSxxsl0fitA

"Mattox '25-'26" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2025-04-08 - 3:38:46 PM GMT
-  Document emailed to Jenna Mattox (jmattox@esu7.org) for signature
2025-04-08 - 3:39:21 PM GMT
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-  Document e-signed by Jenna Mattox (jmattox@esu7.org)
Signature Date: 2025-04-08 - 8:00:50 PM GMT - Time Source: server
-  Agreement completed.
2025-04-08 - 8:00:50 PM GMT



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Hours Earned * 0

Experience 16

Index 2.06

FTE .68

Salary + Equity* \$ 55,460.47 + 7,764.24

*Anticipated for (2025-2026 school year)

CERTIFICATED SPECIAL EDUCATION CONTRACT

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

WITNESSETH: That ESU7 hereby agrees to employ the above-named Party in the assignment of School Psychologist for school year 2025-2026, subject to the following terms and conditions:

1. **Term of Employment.** This agreement shall commence on the 11th day of August, 2025. This agreement shall terminate on the 10th day of August, 2026 or may be terminated pursuant to Section 7 of the attached contract, whichever comes first. This term shall consist of 200 days of service in any given fiscal year, which are exclusive of holidays.
2. **Compensation:** The Party shall be paid a yearly salary as determined by the applicable Negotiated Master Agreement, paid in 12 monthly payments. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.
3. **Fringe Benefits:** ESU7 agrees to pay such part of the health and dental insurance premium of the party as may be agreed upon in negotiations between ESU7 and bargaining organization or organizations of the party, providing said party opts to participate in such an insurance program.
4. **Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is

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

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

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

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

of the position by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than two (2) months; or if such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may, in its discretion, terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Party under any insurance coverage furnished by ESU7.

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

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

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

Secretary, Board of ESU7

President, Board of ESU

Executed by the Party this 9th day of April, 2025.

Jackie Ternus

Party

Sped Certified Notes/Comments
Do not print with contracts
FOR OFFICE USE ONLY

All certified special education staff.
Do not include extra duty / days here.

Ternus '25-'26

Final Audit Report

2025-04-09

Created:	2025-04-09
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-W8bvKq4IXndmjsYKEEnUbJdntunS4rYW

"Ternus '25-'26" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
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-  Document emailed to Jackie Ternus (jternus@esu7.org) for signature
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-  Document e-signed by Jackie Ternus (jternus@esu7.org)
Signature Date: 2025-04-09 - 4:02:14 PM GMT - Time Source: server
-  Agreement completed.
2025-04-09 - 4:02:14 PM GMT

Professional Development

I've been having transition meetings with Beth Ericson, who officially begins as PD Director on July 1. These early conversations are going well and are focused on ensuring a smooth and informed start. In the meantime, our PD Coordinators are out in schools and doing great work. They're continuing to support districts with high-quality, relevant services.

Print Shop

The new online ordering system is set to launch on May 1, and things are moving along nicely. We have a group of testers using the system now, and the feedback has been really positive. It's already showing signs of making the ordering process easier and more efficient. We're excited to roll it out and believe it will be a big improvement for our users and our staff in the ESU 7 Print Shop.

Nebraska ESU

Coordinating Council

April 14, 2025



Board Discussions:

- CEO Updates
 - Master Service Agreement
 - Board meeting formats
 - Legislative Updates
 - Literacy Updates

Project Profile

Special Presentations by:
Jay Martin, NDE PFA-S
Darin Miller, Sparq
Kevin Wingard, NCSA
Shirley Vargas, State BOE

A New Approach to the...

TEXTBOOK LOAN PROGRAM

Project Spotlight
ESUCC Board Meeting 4.14.25

NEBRASKA DEPARTMENT OF EDUCATION

esu
Coordinating Council



ESU 7 Goals 2024-2025: Board and Administrator

Board of Education

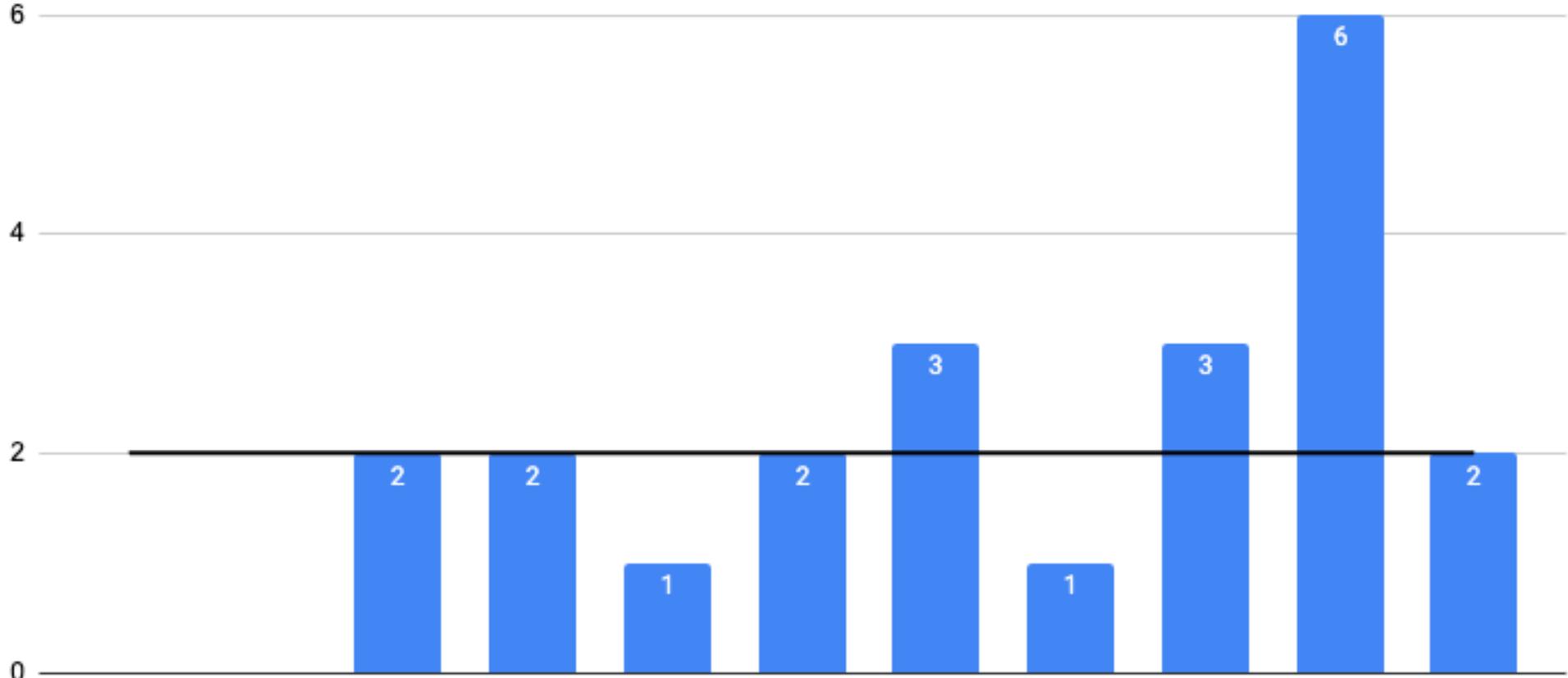
- Goal 1: By July 2025, the ESU 7 board will have advertised for a Chief Administrator, completed the interview process, sent a contract, hired a Chief Administrator, made the announcement, and begun the onboarding process.
- Goal 2: By July 2025, the ESU 7 board will attend at least two professional/personal learning events annually.
- Goal 3: By July 2025, 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 4: By July 2025, the ESU 7 board will continue to use the operationalized communication materials detailing tailored services and outcomes at scheduled visits to each district.

Administrator

- Goal 1: By June 30, 2025, the Administrator will enhance the climate and culture at ESU 7 by maintaining the implementation of the processes and procedures for data collection, prioritizing and goal development for individual and team growth and development.
- Goal 2: By June 30, 2025, the Administrator will facilitate the completion of the HVAC system and construction in the South Building for the Bridges program.

Goal 2 - Professional Events 2024-2025

■ Events — Goal



Board Members

**109th Legislative Session
Update to the ESU 7 Board
April 22, 2025**

Legislative Session Convene January 8, 2025
Bills introduced until 10th day, January 23, 2025
Hearing dates after bills introduced
A total of 715 bills were introduced
Adjourn sine die, June 18, 2025

Committee members for 2025

Speaker of the Legislature: Senator John Arch, Papillion/LaVista (R)	
Education Committee Members: Sen. Dave Murman, Chairperson Sen. Danielle Conrad Sen. Jana Hughes Sen. Megan Hunt Sen. Margo Juarez Sen. Dan Lonowski Sen. Glen Meyer Sen. Rita Sanders	Appropriations Committee: Sen. Robert Clements, Chairperson Sen. Christy Armendariz, Vice Chairperson Sen. Machaela Cavanaugh Sen. Myron Dorn Sen. Robert Dover Sen. Loren Lippincott Sen. Jason Prokop Sen. Ashlei Spivey Sen. Paul Strommen
Revenue Committee: Sen. R. Brad von Gillern, Chairperson Sen. Mike Jacobson, Vice Chairperson Sen. Eliot Bostar Sen. George Dungan Sen. Teresa Ibach Sen. Kathleen Kauth Sen. Dave Murman Sen. Tony Sorrentino	Retirement Committee: Sen. Beau Ballard, Chairperson Sen. Tony Sorrentino, Vice Chairperson Sen. Robert Clements Sen. Danielle Conrad Sen. Brian Hardin Sen. Margo Juarez

[Legislative Roster for 2025](#)

New Senators:

District 15: Dave Wordekemper - Districts: Howells-Dodge

District 23: Jared Storm - Districts: Clarkson, David City, East Butler, J=Howells-Dodge, Leigh, Schuyler

District 41: Daniel McKeon - Districts: Boone Central, St. Edwards

[Link to Bill Tracker](#)

[ESUCC Summary](#)

Summary Highlights:

This is a New Biennium Budget year:

- \$432 million shortfall
- Any introduced measure with an appropriation bill, not likely to pass
- Forecast Advisory Board meeting in February and April
- The concern is what will get cut due to the shortfall

Introduced Legislation

- [LB 31 - Require school policies relating to the use of student surveillance, monitoring, and tracking technology by school districts, Conrad](#)
 - General file
 - NASB Oppose
 - ESUCC Monitoring
- [LB 84 - Adopt the School Psychologist Interstate Licensure Compact, Meyer](#)
 - Presented to the Governor
 - NASB Supports
- [LB 140 - Require school policies relating to use of electronic communication devices by students, Cell phones, Sanders](#)
 - Final Reading
 - NASB Oppose
- [LB 213 - Require the State Board of Education to adopt academic content standards on human embryology under the science education standards](#)
 - General File
 - NASB Oppose
 - ESUCC monitor
- [LB 282 - Provide for reimbursement for teachers for school supplies](#)
 - Hearing completed

- NASB Supports
- ESUCC monitor
- [LB 295 - Change provisions relating to the County Employees Retirement Act, the Judges Retirement Act, the Nebraska State Patrol Retirement Act, the School Employees Retirement Act, the State Employees Retirement Act, the Spousal Pension Rights Act, and the Public Employees Retirement Board](#)
 - Select File
 - NASB No position
- [LB 296 - Require the State Department of Education to create a centralized education records system and employ registrars relating to students under the jurisdiction of the juvenile court and change provisions relating to graduation requirements and the State Department of Education Improvement Grant Fund](#)
 - Approved by Governor March 11, 2025
 - ESUCC Proponent
- [LB300 - Change provisions relating to the Superintendent Pay Transparency Act and provide a limit for superintendent and educational service unit administrator compensation](#)
 - General File
 - NASB Oppose
 - ESUCC Oppose
- [LB 303 - Change provisions relating to foundation aid and certain certification dates and provide for base levy adjustments under the Tax Equity and Educational Opportunities Support Act and create the School Finance Reform Commission](#)
 - Still in Committee
 - NASB Supports
 - ESUCC monitor
- [LB 329 - Change provisions relating to sexual abuse by a school employee](#)
 - Hearing date March 26, 2025
 - NASB supports
 - ESUCC supports
- [LB 383 - Adopt the Parental Rights in Social Media Act](#)
 - Select File
- [LB389 - Eliminate the levy authority of educational service units and provide state funding to educational service units](#)
 - Hearing completed
 - NASB Opposed
 - ESUCC Opposed
- [LB 408 - Adopt the Special Education Teacher Forgivable Loan Program Act](#)
 - Still in Committee
 - NASB Supports
 - ESUCC Supports
- [LB 523 - Adopt the Student Teacher Compensation Act](#)

- Hearing not scheduled
 - NASB supports
- [LB 549 - Allow a school board to employ a chaplain, including in a volunteer capacity, at a school](#)
 - Hearing not scheduled
 - NASB oppose
- [LB 550 - Require school districts to adopt a policy that excuses students to attend a course for religious instruction](#)
 - Hearing not scheduled
 - NASB oppose
- [LB 599 - Require the State Board of Education to adopt a policy relating to cybersecurity](#)
 - Hearing not scheduled
 - NASB Supports
- [LB 645 - Change provisions relating to the School Retirement Fund](#)
 - Still in committee
 - NASB oppose
 - ESUCC Monitor
- [LB 691 - Require school districts and private, denominational, and parochial schools to display the Ten Commandments in school buildings](#)
 - Hearing not scheduled
 - NASB oppose
- [Governor's Budget recommendation around Educational Service Unit Aid – The recommendation includes a General Fund appropriation reduction of \\$716,809 in FY 2025-26 and FY 2026-27 to reverse a one-time 2020 expansion of aid to Educational Service Units.](#)

TENTATIVE* 2025 Legislative Session

Sun	Mon	Tue	Wed	Thur	Fri	Sat
January						
			1	2	3	4
5	6	7	8	9	10	11
			DAY 1	DAY 2	DAY 3	
12	13	14	15	16	17	18
	DAY 4	DAY 5	DAY 6	DAY 7	RECESS	
19	20	21	22	23	24	25
	HOLIDAY	DAY 8	DAY 9	DAY 10	DAY 11	
26	27	28	29	30	31	
	DAY 12	DAY 13	DAY 14	DAY 15	DAY 16	

Sun	Mon	Tue	Wed	Thur	Fri	Sat
March						
						1
2	3	4	5	6	7	8
	RECESS	DAY 34	DAY 35	DAY 36	DAY 37	
9	10	11	12	13	14	15
	DAY 38	DAY 39	DAY 40	DAY 41	RECESS	
16	17	18	19	20	21	22
	RECESS	DAY 42	DAY 43	DAY 44	RECESS	
23	24	25	26	27	28	29
	DAY 45	DAY 46	DAY 47	DAY 48	RECESS	
30	31					
	DAY 49					

Sun	Mon	Tue	Wed	Thur	Fri	Sat
May						
				1	2	3
				DAY 67	RECESS	
4	5	6	7	8	9	10
	RECESS	DAY 68	DAY 69	DAY 70	DAY 71	
11	12	13	14	15	16	17
	DAY 72	DAY 73	DAY 74	DAY 75	RECESS	
18	19	20	21	22	23	24
	DAY 76	DAY 77	DAY 78	DAY 79	RECESS	
25	26	27	28	29	30	31
	HOLIDAY	DAY 80	DAY 81	DAY 82	DAY 83	

Legislative Recess Days

January 17
 February 14, 28
 March 3, 14, 17, 21, 28
 April 4, 7, 18, 21
 May 2, 5, 16, 23
 June 2, 6, 12, 13, 16, 17

Sun	Mon	Tue	Wed	Thur	Fri	Sat
February						
						1
2	3	4	5	6	7	8
	DAY 17	DAY 18	DAY 19	DAY 20	DAY 21	
9	10	11	12	13	14	15
	DAY 22	DAY 23	DAY 24	DAY 25	RECESS	
16	17	18	19	20	21	22
	HOLIDAY	DAY 26	DAY 27	DAY 28	DAY 29	
23	24	25	26	27	28	
	DAY 30	DAY 31	DAY 32	DAY 33	RECESS	

Sun	Mon	Tue	Wed	Thur	Fri	Sat
April						
		1	2	3	4	5
		DAY 50	DAY 51	DAY 52	RECESS	
6	7	8	9	10	11	12
	RECESS	DAY 53	DAY 54	DAY 55	DAY 56	
13	14	15	16	17	18	19
	DAY 57	DAY 58	DAY 59	DAY 60	RECESS	
20	21	22	23	24	25	26
	RECESS	DAY 61	DAY 62	DAY 63	HOLIDAY	
27	28	29	30			
	DAY 64	DAY 65	DAY 66			

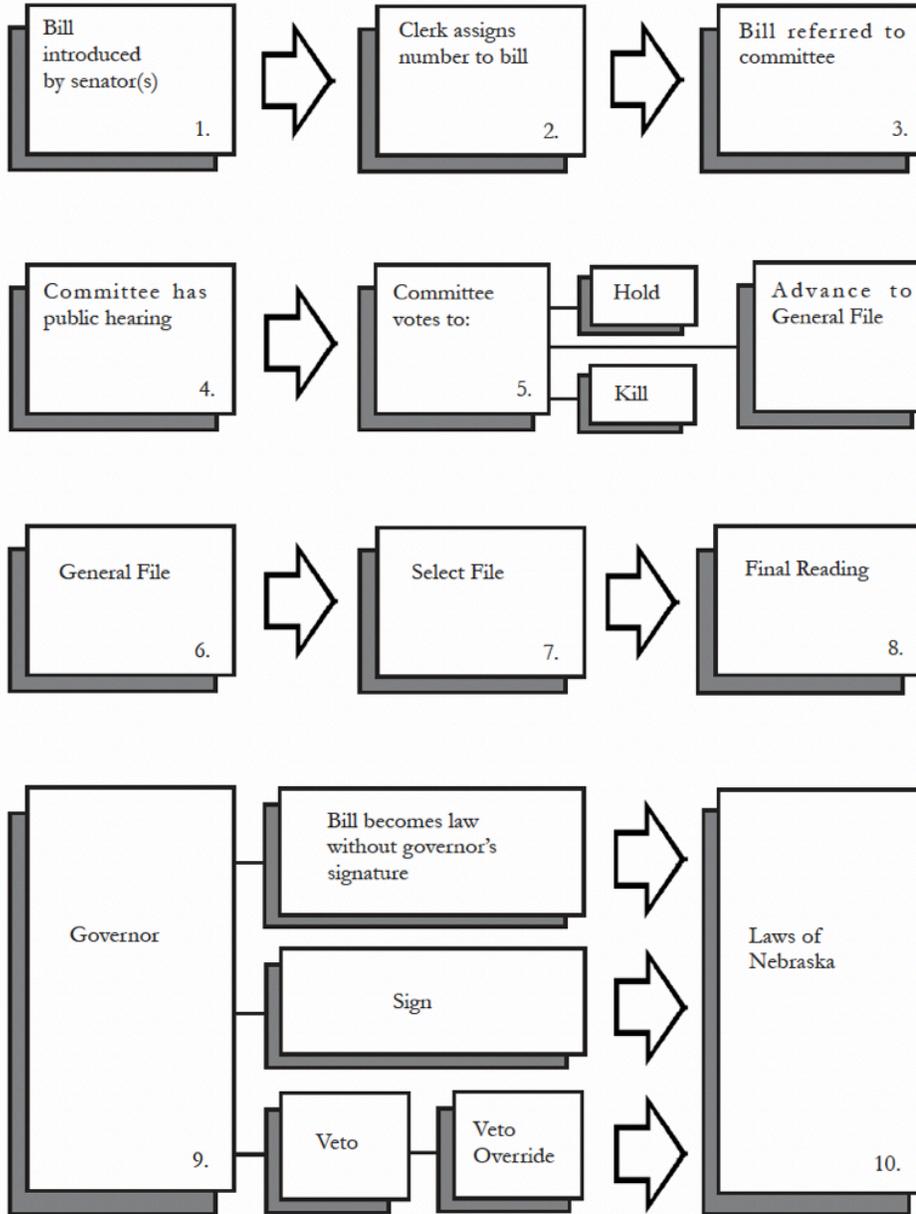
Sun	Mon	Tue	Wed	Thur	Fri	Sat
June						
1	2	3	4	5	6	7
	RECESS	DAY 84	DAY 85	DAY 86	RECESS	
8	9	10	11	12	13	14
	DAY 87	DAY 88	DAY 89	RECESS	RECESS	
15	16	17	18	19	20	21
	RECESS	RECESS	DAY 90			
22	23	24	25	26	27	28
29	30					

Federal & State Holidays

January 20 – Martin Luther King Jr. Day
 February 17 – Presidents' Day
 April 25 – Arbor Day
 May 26 – Memorial Day

*The calendar is subject to change by the speaker elected in the 109th Legislature.

How a Bill Becomes a Law



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



2154 E. 32nd Avenue | Columbus, NE 68601
Phone: 402.564.1225 | Fax: 402.564.9999

April 11, 2025

Educational Service Unit No. 7
Kris Elmshaeuser
2657 44th Ave.
Columbus, NE 68601

kelmshaeuser@esu7.org

RE: ESU-7 Autism All Inclusive Playground

BD-Construction, Inc. offers the following breakdowns for the ESU-7 Autism All Inclusive Playground Project.

BASE BID Breakdown:

- Equipment Mfg.- **Burke**
 - General Conditions- \$13,134
 - Concrete- \$16,025
 - Playground Equipment- \$211,625
 - Earthwork- \$9,456
 - Drainage / Rock Base- \$45,285
 - Synthetic Grass (Sporturf)- \$100,380
 - Performance Bond- \$6,264
 - Overhead & Profit- \$40,541
 - **Total Base Bid (Burke & Sporturf) \$442,710**

Option #1 BID Breakdown

- Equipment Mfg.- **Kompan by Crouch Recreation**
 - General Conditions- \$13,134
 - Concrete- \$16,025
 - Playground Equipment- \$164,407
 - Earthwork- \$9,456
 - Drainage / Rock Base- \$45,285
 - Synthetic Grass (Forever Lawn)- \$100,479
 - Performance Bond- \$5,630
 - Overhead & Profit- \$36,285
 - **Total Base Bid (Kompan & Forever Lawn) \$390,701**

Option #2 BID Breakdown

- Equipment Mfg- **Kompan by Crouch Recreation**
 - General Conditions- \$13,134
 - Concrete- \$16,025
 - Playground Equipment- \$160,865
 - Earthwork- \$9,456
 - Drainage / Rock Base- \$45,285
 - Synthetic Grass (Forever Lawn)- \$100,479
 - Performance Bond- \$5,630
 - Overhead & Profit- \$35,898
 - **Total Base Bid (Kompan & Forever Lawn) \$386,772**

Local Playgrounds that Crouch Recreation has installed KOMPAN EQUIPMENT at recently:

- Niobrara Elementary School
- Oakland Fairgrounds
- YMCA in Columbus
- St Vincent De Paul I Seward
- Meadowlark Elementary in Kearney

Submitted By,

Bryan L. Kearney
Project Manager
B-D Construction, Inc.



33160 W 83rd St
De Soto, KS 66018-8053
Phone: 913-583-3332

Mike Kennedy
Phone: 402-564-2876

Job Address:
2563 44th Ave, Columbus, NE, USA

Print Date: 4-4-2025

ProposalESU 7 - Job Address: 2563 44th Ave, Columbus, NE

Playground Equipment

Items	Description	Qty/Unit	Unit Price	Price
Superior Sensory Roller Table	Inclusive roller table with wheel chair access.	1	\$15,548.94	\$15,548.94
Superior Quad Saw Rocker	Four seat rocker.	1	\$8,179.80	\$8,179.80
Superior Orbit Spinner	Inclusive surface level spinner.	1	\$13,659.66	\$13,659.66
Berliner Cloud 9	Inclusive saucer swing.	1	\$9,928.00	\$9,928.00
Superior Multiple Activity Play Structure	All Inclusive multiple activity play structure with both ground and elevated areas. Structure offers several climbing features, five slides, ramp, bridge, shade and playboards.	1	\$95,221.07	\$95,221.07

Playground Equipment Total: \$142,537.47

Equipment Installation

Receipt of all equipment and installation of all play components.

Equipment Installation Total: \$65,350.10

Site Work

Items	Description	Qty/Unit	Unit Price	Price
Install	Security fence.	1	\$2,267.00	\$2,267.00
Install	Final Grading	1	\$21,953.00	\$21,953.00
Concrete Sidewalks		1	\$11,315.00	\$11,315.00



Items	Description	Qty/Unit	Unit Price	Price
Backfill		1	\$2,134.00	\$2,134.00
Drainage		1	\$20,787.00	\$20,787.00
Dumpster		1	\$1,067.00	\$1,067.00

Site Work Total: \$59,523.00

Playground Grass - Turf

Items	Description	Qty/Unit	Unit Price	Price
Playground Area1	This project is turnkey, delivered and installed for the proposed playground area noted as Area 1 on the drawings dated 4.3.2025; totaling 1,329 sqft. This project includes 3" compacted stone base, plastic lumber perimeter boards, installation of Playground Grass Ultra, 1" SafetyFoam Pro fall attenuation material for a maximum 5' CFH, crumb rubber infill, and all supplies -- seam tape, glue, etc.,	1	\$30,858.94	\$30,858.94
Playground Area2	This project is turnkey, delivered and installed for the proposed playground area noted as Area 2 on the drawings dated 4.3.2025; totaling 2,945 sqft. This project includes 3" compacted stone base, plastic lumber perimeter boards, installation of Playground Grass Ultra, 2" SafetyFoam Pro fall attenuation material for a maximum 8' CFH, crumb rubber infill, and all supplies -- seam tape, glue, etc.,	1	\$76,503.12	\$76,503.12
Playground Area 3	ForeverLawn Playground Grass Ultra This project is turnkey, delivered and installed for the proposed playground area noted as Area 3 on the drawings dated 4.3.2025; totaling 117 sqft. This project includes 3" compacted stone base, plastic lumber perimeter boards, installation of Playground Grass Ultra, No SafetyFoam Pro fall attenuation material, crumb rubber infill, and all supplies -- seam tape, glue, etc.	1	\$2,448.01	\$2,448.01

Playground Grass - Turf Total: \$109,810.07

Turf Add-Option

\$11,712: Acceptance of this add option would replace the above quoted Playground Grass Ultra and Crumb Rubber Infill with Playground Grass Quest and Envirofill infill. Due to windows being adjacent to the playground area it is strongly recommended that this option be accepted by the project owner. Windows can reflect light/ heat onto the turf and cause cosmetic damage to the turf resulting in large brown patches of 'dead' synthetic turf. This damage will not be covered by any warranties issued (manufacturer, installation or otherwise.)

Turf Add-Option Total: \$0.00

Freight

Freight Total: \$12,015.82

Unassigned

Items	Description	Qty/Unit	Unit Price	Price
Performance Bond		1	\$10,399.74	\$10,399.74

Unassigned Total: \$10,399.74

Total Price: \$399,636.20

COVER LETTER

EXPERIENCE

PROCESS

DESIGNS

PRICING

FORMS



Interim Chief Administrator Evaluation Timeline

Committee members: Marni Danhauer (Chair), Joyce Baumert, and Amy Blaser

PROCESS: All board members will participate in the evaluation process

- August:
 - Evaluation Committee and Administrator review Evaluation Tool and Evaluation Policy/Procedures.

- March:
 - Full Board is provided a paper copy of the evaluation questions.

- April:
 - Administrator sends digital evaluation and evaluation resources to the Evaluation Committee Chair in the first week of April. The chair then forwards on to the full Board for completion by April Board Meeting. Board will send their completed evaluation tool to the Evaluation Committee prior to the April Board Meeting. Administrator completes Evaluation Tool as self-assessment and sends it to Evaluation Chair on or before April 30th.

- May:
 - The Committee Chair will send the completed Administrator self-assessment to the full Board after May 1. Evaluation Committee compiles results of full Board completed evaluations prior to the May Board Meeting.

- June:
 - Evaluation Committee meets prior to June Board Meeting to review with the Administrator the results of evaluation. Report to full Board in June Board Meeting following Closed Session requirements with Administrator present.