

ESU 15, as a partner with our area schools and communities, will provide leadership and services to support the improvement of teaching and learning.

REGULAR MEETING February 11, 2025 AT 12:00 PM

AGENDA

1. Opening Procedures
 - a. Call to Order
 - b. Pledge of Allegiance
 - c. Open Meetings Act
 - d. Verification of Publication and Notification
 - e. Roll Call
 - i. Excuse Absent Board Members
2. Comments from Guests
3. Staff Presentation
4. Action Items
 - a. Consent Agenda
 - i. Approve Minutes of January Meeting
 - ii. Approve February Bills
 - iii. Approve the January Treasurer's report
 - iv. Approve February Agenda
 - b. Approve contract of Phillip Picquet, ESU 15 Administrator.
 - c. Approve Policy Updates.
5. Discussion Items
 - a. Facility Study and Set Building Committee Meeting
 - b. Legislative Update
 - c. Reassignment and contract addendum of Angie Dickey to Regional Literacy Coach starting February 2025.
6. Reports
 - a. Administrator
 - b. Board
 - c. Executive Session:
7. Adjournment

The Educational Service Unit Board of Directors reserves the right to go into closed session for purposes in accordance with LB 84-1410(1).

REGULAR MEETING

ESU#15 - McCook Office
305 East 1st
McCook, NE 69001

Thursday, January 16, 2025 12:00 PM Central

Present: 7, Absent: 3.

1. Opening Procedures

1.a. Call to Order

1.b. Election of Board President

A motion was made by Jesse Stevens to approve Kate Repass as Board President, seconded by Jason Loop Motion Passed.

Nathan Behlke: Absent, Martin Conroy: Absent, Michael Harris: Absent, Mary Dueland: Yea, Larry Gossen: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

1.c. Election of Board Vice President

A motion was made by Larry Gossen to approve Allison Sandman as Board Vice President, seconded by Mary Dueland Motion Passed.

Nathan Behlke: Absent, Martin Conroy: Absent, Michael Harris: Absent, Mary Dueland: Yea, Larry Gossen: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

1.d. Election of Board Secretary

A motion was made by Allison Sandman to approve Mary Dueland as Board Secretary, seconded by Jesse Stevens Motion Passed.

Nathan Behlke: Absent, Martin Conroy: Absent, Michael Harris: Absent, Mary Dueland: Yea, Larry Gossen: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

1.e. Appointment of Board Treasurer

A motion was made by Jason Loop to appoint Cindy Richardson as Treasurer, seconded by Larry Gossen Motion Passed.

Nathan Behlke: Absent, Martin Conroy: Absent, Michael Harris: Absent, Mary Dueland: Yea, Larry Gossen: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea

Yea: 7, Nay: 0, Absent: 3

1.f. Pledge of Allegiance

1.g. Open Meetings Act

President Repass advised every one of the Open Meetings Act being posted and available.

1.h. Verification of Publication and Notification

President Repass confirmed the meeting was advertised according to policy.

1.i. Roll Call

Present were: Mary Dueland, Larry Gossen, John Lechtenberg, Jason Loop, Kate Repass, Allison Sandman and Jesse Stevens.

1.i.i. Excuse Absent Board Members

A motion was made by Kate Repass to excuse absent board members: Behlke, Conroy & Harris, seconded by Allison Sandman Motion Passed.

Nathan Behlke: Absent, Martin Conroy: Absent, Michael Harris: Absent, Mary Dueland: Yea, Larry Gossen: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea
Yea: 7, Nay: 0, Absent: 3
Absent: Behlke, Conroy & Harris

2. Comments from Guests

3. Staff Presentations

4. Action Items

4.a. Consent Agenda

A motion was made by Mary Dueland to approve the consent agenda, seconded by Allison Sandman Motion Passed.

Nathan Behlke: Absent, Martin Conroy: Absent, Michael Harris: Absent, Mary Dueland: Yea, Larry Gossen: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea
Yea: 7, Nay: 0, Absent: 3

4.a.i. Approve Minutes of December Meeting

4.a.ii. Approve January Bills

January Liabilities of \$166,458.24 and Payroll of \$83,928.93.

4.a.iii. Approve the December Treasurer's report

4.a.iv. Approve January Agenda

4.b. Approve Cindy Richardson as designated signature in absence of Board President or Board Secretary/Board Treasurer.

A motion was made by Allison Sandman to Cindy Richardson as designated signature in absence of Board President or Board Secretary/Board Treasurer, seconded by Jon Lechtenberg Motion Passed.

Nathan Behlke: Absent, Martin Conroy: Absent, Michael Harris: Absent, Mary Dueland: Yea, Larry Gossen: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea
Yea: 7, Nay: 0, Absent: 3

4.c. Approve ESU #15 Administrator, Phillip Picquet, to be the ESU 15 representative for all local, state and federal programs.

A motion was made by Mary Dueland to Phillip Picquet, to be the ESU 15 representative for all local, state and federal programs., seconded by Larry Gossen Motion Passed.

Nathan Behlke: Absent, Martin Conroy: Absent, Michael Harris: Absent, Mary Dueland: Yea, Larry Gossen: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea
Yea: 7, Nay: 0, Absent: 3

4.d. Approve payment to Bentley & Kisker PC

A motion was made by Allison Sandman to payment to Bentley & Kisker PC, seconded by Mary Dueland Motion Passed.

Nathan Behlke: Absent, Martin Conroy: Absent, Michael Harris: Absent, Mary Dueland: Yea, Larry Gossen: Yea, Jon Lechtenberg: Yea, Jason Loop: Yea, Kate Repass: Yea, Allison Sandman: Yea, Jesse Stevens: Yea
Yea: 7, Nay: 0, Absent: 3

5. Discussion Items

5.a. Committee Appointments

Mr. Picquet updated the board on the committees.

5.b. Facilities and Planning

Mr. Piquet updated the board on the McCook office. We have had three water issues since September. The building committee will look into the best options to meet the ESU's needs. The buildings' venting systems will be cleaned next week.

6. Reports

6.a. Administrator

6.a.i. ESU 15 & 16 Board Workshop - January 15

Mr. Picquet updated the board on ESU 15 & ESU 16 Board Workshop. The NRSCA Meeting is in Kearney in March.

6.a.ii. Literacy Coach

Mr. Picquet updated the board on the Literacy coach. They are in phase one, and we have received funding to help with literacy. We are not sure what that means as of yet, Angie Dickey is qualified to provide these services.

6.a.iii. Legislature Update

Mr. Picquet updated the board on the current legislation.

6.a.iv. Steering Committee Meeting Dates: Jan 20 (ZOOM); February 17 (McCook)

Mr. Piquet updated the board on the new meeting times and dates for the Steering Committee Meeting. January 20 is via zoom @ 10am. February 17th in McCook.

6.b. Board

6.b.i. Administrator Evaluation

President Repass updated the board on the Administrator Evaluation results.

6.c. Executive Session:

7. Adjournment

The meeting adjourned at 12:54 pm and the next board meeting is February 11, 2024, via video conference @ 12 pm.

ESU 15

Check Listing Report

Payables 2/11/2025

Check Date	Check Number	Payee	Description	Amount
02/11/2025	37255	Axton Donner-Brenning	building maintenance	\$125.00
02/11/2025	37256	Beavers, Heather	mileage	\$609.68
02/11/2025	37257	Burke, Sharriea	mileage	\$537.33
02/11/2025	37258	Calvert, Sara	mileage	\$627.77
02/11/2025	37259	Capital One	supplies	\$31.06
02/11/2025	37260	Cavanaugh, Morgan	mileage	\$511.70
02/11/2025	37261	CenturyLink (AZ)	telephone	\$82.71
02/11/2025	37262	Chase County Schools	migrant after-school	\$440.39
02/11/2025	37263	City of McCook	utilities-mccook	\$105.30
02/11/2025	37264	Cortney Crocker	mileage/tuition reimbursement	\$6,709.76
02/11/2025	37265	Days Inn & Suites	hotel-dickey	\$184.00
02/11/2025	37266	Dickey, Angie	mileage	\$329.50
02/11/2025	37267	Eakes Office Plus	copies	\$589.22
02/11/2025	37268	Educational Service Unit 16	contracted services-long	\$2,271.66
02/11/2025	37269	EL Achieve Inc	migrant-symposium	\$495.00
02/11/2025	37270	Embassy Suites La Vista	hotel	\$128.10
02/11/2025	37271	Englot, Angie	mileage	\$421.20
02/11/2025	37272	Esch, Barb	mileage	\$493.87
02/11/2025	37273	Gillen's Carpet Cleaning	building maint-mccook	\$2,804.22
02/04/2025	37254	Glenn's Cafe	meals	\$44.50
02/11/2025	37274	Gossen, Larry	board mileage	\$112.34
02/11/2025	37275	Great Plains Communications	telephone	\$1,288.67
02/11/2025	37276	Hanson, John	mileage	\$310.04
02/11/2025	37277	Hill's Family Foods	migrant supplies	\$15.34
02/11/2025	37278	Hometown Family Radio	advertising	\$600.00
02/11/2025	37279	Hometown Leasing	copier lease	\$293.30
02/11/2025	37280	Isom, Jean	migrant-mileage	\$245.06
02/11/2025	37281	Krutsinger, Lisa	mileage	\$292.60
02/11/2025	37282	Kunnemann, Carol	mileage	\$587.24
02/11/2025	37283	Lechtenberg, Jon	board mileage	\$86.80
02/11/2025	37284	Loop, Jason	board mileage	\$392.62
02/11/2025	37285	Lopez, Aida	mileage	\$707.77
02/11/2025	37286	McCook Public Schools	hanson ins	\$888.75
02/11/2025	37287	Nauert, Breanna	mileage	\$651.14
02/11/2025	37288	NCS Pearson Inc.	psych/slp supplies	\$4,162.99
02/11/2025	37289	Nebraska Public Power Dist	utilities-mccook	\$154.59
02/11/2025	37290	Occupational Therapy Services	ot services	\$8,613.50
02/11/2025	37291	Picquet, Phillip	mileage	\$144.20
02/11/2025	37292	Propio Language Services	migrant language services	\$25.00
02/11/2025	37293	Rainbow Promise Preschool	migrant-preschool	\$375.00
02/11/2025	37294	Repass, Kate	board mileage	\$202.12
02/11/2025	37295	Richardson, Cynthia	board mileage	\$36.40
02/11/2025	37296	Sandman, Allison	board mileage	\$61.60
02/11/2025	37297	Sparq Data Solutions	sparq meetings 25-26	\$2,600.00
02/11/2025	37298	Stevens, Jesse	board mileage	\$96.60
02/11/2025	37299	Strand, Amy	mileage	\$184.12
02/11/2025	37300	Trails West Texaco	meals	\$70.41
02/11/2025	37301	University of Nebraska	asd conf	\$3,085.00
02/11/2025	37302	USBANK	credit card	\$2,537.25
02/11/2025	37303	Verizon	phone	\$187.44
02/11/2025	37304	Village Of Trenton	utilities	\$358.33
02/11/2025	37305	Volz Inc	building maint-mccook	\$1,554.04

02/11/2025	37306	Walker, Kelcey	mileage	\$269.76
02/11/2025	37307	Weimer, Todd	mileage	\$120.40
02/11/2025	37308	Welsch David	mileage	\$303.80
02/11/2025	37309	Werkmeister, Jessica	mileage	\$228.30
02/03/2025	Liability	Aflac	Aflac After Tax	\$1,023.80
02/03/2025	Liability	Blue Cross And Blue Shield	BCBS EE+CH HSA	\$36,986.73
02/03/2025	Liability	KUNNEMANN HSA	HSA EE Carol Kunnemann	\$50.00
02/03/2025	Liability	Colonial Life & Accident Insurance	Colonial Life & Acc Ins	\$42.75
02/03/2025	Liability	Community First Bank	NPERS	\$25,572.35
02/03/2025	Liability	Community First Bank-FICA	Federal Withholding	\$9,208.81
02/03/2025	Liability	Community First Bank-FICA	FICA	\$15,763.30
02/03/2025	Liability	Community First Bank-FICA	Medicare	\$3,686.60
02/03/2025	Liability	RICHARDSON HSA	HSA EE Cynthia McCorkle	\$100.00
02/03/2025	Liability	Esu #15 Cafeteria/125 Plan	Cafeteria 125	\$2,091.68
02/03/2025	Liability	BRENNING HSA	HSA EE Laurie Brenning	\$250.21
02/03/2025	Liability	LegalShield, Inc	Pre-pd ID shield	\$71.80
02/03/2025	Liability	MASA Global Building	MASA	\$70.00
02/03/2025	Liability	MG Trust Company	MG 403(b)	\$4,075.00
02/03/2025	Liability	Nebraska Depart. Of Revenue	State Withholding - NE	\$4,120.04
02/03/2025	Liability	Principal Life Insurance Co.	LTD	\$310.21
02/03/2025	Liability	BURKE HSA	HSA EE SHARRIEA BURKE	\$160.00
02/03/2025	Liability	Vision Service Plan (CT)	Vision- Family- 125	\$249.22
			Total Payables	\$153,216.99
			Payroll	86103.89
			Total Expenditures	\$239,320.88

2024-25

Taxes Collected

	Budget Amt.	September	October	November	December	January	February	March	April	May	June	July	Aug	% PAID	BALANCE
Chase	\$231,826.05	30,315.91	16,590.81	2,898.77	729.15	41,934.08								0.40	\$137,629.96
Dundy	\$144,785.67	29,475.09	10,057.48	591.54	361.20	25,954.03								0.46	\$78,346.33
Frontier	\$93,246.14	16,097.93	6,444.96	1,146.73	575.54	18,555.78								0.46	\$50,425.20
Furnas	\$15,857.14	1,904.73	905.88	405.91	0.00	4,236.34								0.47	\$8,404.28
Hayes	\$85,223.69	9,388.78	5,865.82	2,675.73	435.98	19,518.07								0.44	\$47,339.31
Hitchcock	\$123,234.60	23,143.88	7,467.85	1,487.99	173.66	21,824.82								0.44	\$69,136.40
Lincoln	\$40,267.27	6,364.44	3,358.45	254.85	249.54	6,722.25								0.42	\$23,317.74
Perkins	\$22.20	0.00	0.01	0.00	0.00	0.01								0.00	\$22.18
Red Willow	\$230,098.68	43,495.17	6,838.94	1,758.47	1,143.98	40,174.86								0.41	\$136,687.26
Total	\$964,561.43	160,185.93	57,530.20	11,219.99	3,669.05	178,920.24	0.00	43%	\$553,036.02						

January 28, 2025

Treasurer Report

Balances as of January 28, 2025

Checking Account-ESU#15	\$ 952,072.84	Comm First Bank Balance-ESU#15	\$ 952,072.84
Money Market-Comm First Bank	\$ 253,638.77	-Outstanding checks	\$8,191.92
Flex Accts	\$2,000,000.00	Feb 2025 checks	\$ 239,320.88
Total	3,205,711.61	Total	\$ 704,560.04

Outstanding Checks

Date	Check #	Description	Amount
6/13/2022	34876	Cherie McClintock	\$75.00
12/7/2023	36210	Angie Englot	\$1,025.49
9/10/2024	36933	Kimberly Pearson	\$33.50
10/14/2024	37012	Kimberly Pearson	\$251.92
12/16/2024	37134	Angie Englot	\$660.62
12/16/2024	37156	Kimberly Pearson	\$37.52
12/16/2024	37162	Allison Sandman	\$58.96
1/2/2025	37181	MASA Global Building	\$70.00
1/16/2025	37192	Burke, Sharriea	\$645.88
1/16/2025	37199	Angie Dickey	\$1,101.30
1/16/2025	37200	Educational Service Unit 16	\$2,383.66
1/16/2025	37203	Angie Englot	\$443.54
1/16/2025	37217	Aida Lopez	\$579.55
1/16/2025	37218	McCook Daily Gazette	\$14.74
1/16/2025	37228	Propio Language Services	\$25.00
1/16/2025	37237	Walker, Kelcey	\$419.42
1/16/2025	37239	Jessica Werkmeister	\$365.82
Total Outstanding			\$8,191.92

Receipts

Date	Description	Amount
12/27/2024	State of NE-Title III Grant	\$56,797.00
12/31/2024	State of NE-Core Servives	\$11,713.99
1/7/2025	Frontier Co Treasurer	\$18,555.78
1/8/2025	Perkins Co Treasurer	\$0.01
	State of NE- Medicaid Deloitte	\$21,359.31
1/14/2025	Hayes Center Schools	\$19,361.91
	Hitchcock Co Treasurer	\$173.66
	Hayes Co Treasurer	\$435.98
	Dundy Co Treasurer	\$361.20
	Chase Co Treasurer	\$729.15
	ESU 16	\$12,666.90
	WA/PA Schools	\$26,346.52
	SW Schools	\$22,442.86
	Maywood Schools	\$20,525.66
	Hitchcock Co Schools	\$27,054.16
	McCook Schools	\$23,271.56
	Dundy Co Schools	\$31,878.11
	Med Valley Schools	\$21,855.50
1/15/2025	State of NE-Medicaid	\$2,905.11
	Red Willow Co Treasurer	\$40,174.86
1/18/2025	Lincoln Co Treasurer	\$249.54
1/24/2025	Hitchcock Co Treasurer	\$21,824.82
	Chase Co Treasurer	\$41,934.08
	Dundy Co Treasurer	\$25,954.03
	Hayes Co Treasurer	\$19,518.07
	Furnas Co Treasurer	\$4,236.34
	WA/PA Schools	\$26,346.52
	SW Schools	\$22,442.86
	Med Valley Schools	\$21,855.50
	Maywood Schools	\$20,525.66
	Dundy Co Schools	\$31,878.11
	Phillip Picquet	\$27.95
	Mary Dueland	\$35.48
1/28/2025	Henderson State Bank	\$324.48
	Henderson State Bank-MM	\$352.17
Total Outstanding		\$596,114.84

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EMPLOYEE CONTRACT

THIS CONTRACT made by and between Educational Service Unit #15 of the State of Nebraska, hereinafter referred to as "ESU 15" and Phillip Picquet a legally qualified, Administrator hereinafter referred to as "Employee."

WITNESSETH: That the Board of Education of ESU 15 hereby agrees to employ the Employee above named in the schools of ESU 15 for a school year, which shall begin on or about July 1, 2025, and end on or about June 30, 2027, and shall consist of 245 days of service including at least 245 actual working days exclusive of holidays and other school breaks per year, and that the Employee hereby agrees to accept such employment at a beginning annual salary of \$166,036.00 and under the following conditions.

FIRST: The salary of the Employee shall be payable in 12 equal installments annually. The first installment shall be payable by the 1st day of July, 2025, and the remaining installments shall be payable by the 1st day of each month thereafter. The first annual installment shall be payable the day following monthly board meeting by direct deposit to the bank of employee's choosing, and the remaining installments each month thereafter.

SECOND: The Employee hereby agrees to be governed by the policies of the Board of ESU 15 and that the teaching duties to be performed by him/her under this contract shall be subject to assignment of the Administrator of ESU 15 with the approval of the Board of ESU 15; and further agrees to devote full time, during days of school to his/her position in all respects, to diligently and faithfully perform the assigned duties as employee to the best of his/her professional ability.

THIRD: In addition to the duties set forth herein, the Employee may be assigned such "extra duty" assignments as defined from time to time by the parties of this agreement which shall be upon such terms and conditions and at such additional stated rate of compensation as the Employee and ESU 15 may from time to time agree upon.

FOURTH: This contract may be canceled or amended by a majority of the members of the Board of ESU 15 during the school year for any of the following reasons:

(a) upon cancellation, termination, revocation or suspension of the teacher's certificate by the State Board of Education; (b) breach of any of the material provisions of this contract; (c) for any reason set forth in this contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) immorality, or (i) physical or mental incapacity. Cancellation or amendment under this contract shall be governed by the provisions of 79-827 (Reissue 1996).

FIFTH: That upon termination of this contract for just cause, or upon the release of the Employee from this contract, the compensation paid or to be paid hereunder shall be an amount which bears the same ratio to the yearly salary herein specified as the number of days of service to the date of such termination bears to 245 days of service. Any unearned fractional portion of an installment paid but not earned prior to termination of the contract shall be refunded by the Employee.

SIXTH: There shall be no penalty for release or resignation by the Employee from this contract; provided no resignation shall become effective until the close of the school year unless accepted by the Board of ESU 15 and the Board shall fix the time at which the resignation is to take effect.

SEVENTH: This contract shall conform to the regulations governing deductions from the above stated compensation with reference to withholding tax, Social Security and teacher's retirement. Other deductions may be withheld as agreed to by the parties to this contract.

EIGHTH: The Employee hereby affirms that he/she is not under contract with another School Board or Board of Education within this state covering a part or all of the same time of performance as is contemplated by this agreement. The Employee further affirms that at the beginning of the term of this contract and throughout the term of this contract he/she holds or will hold a valid Nebraska Administrative Certificate with Superintendent K-12 endorsement. It is understood and agreed that this contract is not valid until the administrative certificate, as herein listed, is registered in the office of ESU 15 and that the Employee shall not be compensated for any services performed prior to the date of registration of this certificate.

NINTH: Terms and conditions set forth in this agreement shall be subject to such wages and conditions of employment as may, from time to time, be mutually agreed upon by and between the Board and employees or a duly recognized collective bargaining agent for said employees, and said agreement, when reduced to writing and executed by the parties, shall be deemed to be included herein by reference and shall become a part hereof.

TENTH: This contract may be extended in one (1) year increments under the terms of this Tenth Paragraph. An extension will extend the Contract for one additional contract year (July 1st through June 30th), unless otherwise agreed to in writing by both parties. Neither party is obligated to extend this contract. Any extension under this contract must occur as follows:

- a. Administrator or Board Notification. In each contract year, the Administrator of Board President may, by December 31st of such contract year, notify the other Party in writing if either Party does not desire to extend this Contract for one additional year. If either party delivers such written notice to the other Party by December 31st, then both Parties agree that the Contract shall not extend and will automatically non-renew on the last effective date of the then-current Contract term.
- b. No Notification by Either Party. If neither Parties gives written notice to the other Party by December 31st, then this Contract shall automatically extend for one additional contract year.
- c. Notice of Non-Renewal. The parties agree that this Paragraph takes the place of and forgoes the need for the Board to deliver notice of non-renewal of the Contract. Further, the Administrator affirmatively agrees this Paragraph shall have the same force and effect of a formal notice of non-renewal, if the Board elects against extending this Contract.

ELEVENTH: The failure to return a signed copy of the contract or renewal agreement to the Board of ESU 15 on or before June 30, 2025, shall constitute a rejection by the Employee of the offer of employment.

TWELFTH: As negotiated. Health Insurance, personal and professional days are per negotiated agreement. In addition, 20 vacations days granted per year, with maximum accumulation not to exceed 20 days carryover.

Executed: February 11, 2025 Executed: February 11, 2025_____

ESU 15 of State of Nebraska

Employee

BY _____

President

ATTEST: _____

Secretary (Acting)

A. Notice to Public

Reasonable advance publicized notice shall be given for meetings that are subject to the Open Meetings Act. The notice shall give the time and place of the meeting and contain an agenda of subjects known at the time of the 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 ESU ___ during normal business hours.

The Board will give advance notice of meetings by one of the following methods:

1. Publishing in a newspaper of general circulation within the ESU's jurisdiction, posting on the newspaper's website, if available, and posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers; or
2. Posting to the newspaper's website, if available, and posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of the newspaper will be finalized for print prior to the time and date of the meeting.

~~The Administrator is delegated the authority to determine which method of notice to use for a board meeting. The Board will give advance notice of meetings by publishing such notice in a newspaper of general circulation within the ESU's jurisdiction and, if available, on such newspaper's web site. If a newspaper refuses, neglects, or is unable to timely publish such notice, then notice may be given by (1) posting on the newspaper's website, if available, and (2) posting such notice in conspicuous public places within the ESU. The Board Secretary shall keep a written record of such postings.~~

For an emergency meeting, notice shall not be required to be given; however, the Board will complete minutes for such an emergency meeting as required by law.

The Board meetings that are subject to the notice requirement include all regular, special, or called meetings, formal or informal, of the ESU for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the ESU.

The notice requirement does not apply to:

1. Chance meetings or attendance at or travel to conventions or workshops of members of the Board at which there is no meeting of the Board intentionally convened, if there is no vote or other action taken regarding any matter over which the Board has supervision, control, jurisdiction, or advisory power.
2. Meetings of subcommittees unless a quorum of the Board attends or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of the Board.
3. Judicial or quasi-judicial proceedings, such as termination hearing proceedings.

Legal Reference:	§ 84-1409; § 84-1410 (5); 84-1411 (5)
Date of Adoption:	