

**DATE:**

**TO:** ESU #1 Board of Directors

**FROM:** Bill Heimann, Administrator

**RE:** Tuesday, June 11, 2024 Board Meeting

There will be a meeting of the ESU #1 Board of Directors, on Tuesday, June 11, 2024, at 5:30 PM in the

ESU #1 Conference Room  
211 Tenth Street  
Wakefield, NE 68784-5014

Consideration, discussion and any action necessary will be taken on the following items.

- A. Notification of Open Meetings Law
- B. Roll Call\*
- C. Consent Agenda\*
  - C.1. Previous Minutes (copy attached)
  - C.2. Financial Reports\*
    - C.2.a. Revenue Report/Treasurer's Report
    - C.2.b. Cash Summary/Expenditure Report
  - C.3. Bills for June
  - C.4. Administrator's Monthly Report
    - C.4.a. Facility Update
    - C.4.b. ESU1 Superintendents
- D. Public Comment
- E. ESU1 Technology Department Presentation
- F. Appoint District 7 Board Member
- G. ESU Core Service Funds for 2024-25
- H. 2024-25 Budget Parameters/1% Approval\*
- I. ESUCC Master Service Agreement
- J. Adopt Board Policy Revisions
- K. July Board Meeting
- L. Authorize Payment of Grant Fund Expenditures and July Expenditures\*
- M. Nebraska Rural Community Schools Association Membership
- N. Personnel\*
  - N.1. Consider, discuss, and take necessary action on employee contracts and personnel changes.
    - N.1.a. Resignation(s)
    - N.1.b. New Hire(s)
    - N.1.c. Contract Change(s)
    - N.1.d. Termination(s)
- O. Adjournment

This agenda contains a list of subjects known at the time of its distribution on . A copy of the agenda reflecting any changes will be kept in the ESU #1 Administrative office and will be readily available for public inspection during normal office hours. Except for items of

emergency nature, the agenda will not be enlarged later than twenty-four hours before the scheduled commencement of the meeting. The Board reserves the right to change the order of business discussed.

\*Action Items

# 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 in-state location to members, the public, or the press, if requested twenty-four hours in advance;

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

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

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

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

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

**84-1413. Meetings; minutes; roll call vote; secret ballot; when.**

(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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Lincoln, NE 68508  
(402) 476-8055  
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**ESU #1 Board Meeting  
Tuesday, May 14, 2024**

A meeting of the ESU 01 Board of Directors convened in open and public session on Tuesday, May 14, 2024, at 5:30 PM, at ESU #1. **Present:** Josiah Boneschans, Jim Gunsolley, Traci Haglund, Mr. Tucker Hight, AJ Johnson, Sally Reinert, Susan Strahm, **Absent:** Tabitha Gilsdorf, Shannon Johnson, Julie Schamp.

Notice of the meeting was given in advance by publication and/or posting, as shown below, in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Directors. The Recording Secretary maintains a list of news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Directors, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

**Published and/or Posted Locations:**

- Wayne Herald (Thursday before meeting date)
- Central Office Front Door (Friday before meeting date)
- Sparq (Friday before meeting date)

**A. Notification of Open Meetings Law**

At the beginning of the meeting, President AJ Johnson announced and informed the public that a current copy of the Open Meetings Act is available at the meeting site and included electronically in the E-Meeting Agenda.

**B. Roll Call\***

Motion by Sally Reinert, seconded by Jim Gunsolley, to excuse the absence of Tabitha Gilsdorf, Shannon Johnson and Julie Schamp. After discussion and on roll call vote, the Board voted as follows:

**Motion Carried:**

Tabitha Gilsdorf: Absent, Shannon Johnson: Absent, Julie Schamp: Absent, Josiah Boneschans: For, Jim Gunsolley: For, Traci Haglund: For, Mr. Tucker Hight: For, AJ Johnson: For, Sally Reinert: For, Susan Strahm: For  
For: 7, Against: 0, Absent: 3

**C. Consent Agenda\***

Motion by Traci Haglund, seconded by Susan Strahm, to approve all the items on the consent agenda as provided: (April 9 Minutes, April Financial Reports, May bills of \$1,128,232.94, and the Administrator's Report). After discussion and on roll call vote, the Board voted as follows:

**Motion Carried:**

Tabitha Gilsdorf: Absent, Shannon Johnson: Absent, Julie Schamp: Absent, Josiah Boneschans: For, Jim Gunsolley: For, Traci Haglund: For, Mr. Tucker Hight: For, AJ Johnson: For, Sally

Reinert: For, Susan Strahm: For  
For: 7, Against: 0, Absent: 3

C.1. Previous Minutes (copy attached)

C.2. Financial Reports\*

C.2.a. Revenue Report/Treasurer's Report

C.2.b. Cash Summary/Expenditure Report

C.3. Bills for May

C.4. Administrator's Monthly Report

C.4.a. Legislative Update

Administrator Heimann shared a legislative update.

C.4.b. Board Member Orientation

Administrator Heimann shared a new board member orientation document.

C.4.c. Behavior Support Training

Administrator Heimann informed the Board of mandatory Behavior Support training for public school teachers, administrators, paraprofessionals once every 3 years.

C.4.d. Facility Project Update

Administrator Heimann provided a facility project update.

C.4.e. School Safety Grant

Administrator Heimann shared information on the School Safety Grant.

D. Public Comment

E. Teaching and Learning Team Presentation

Kellen Conroy, ESU #1 Teaching and Learning Team, shared accomplishments from the team and future plans.

F. ESU #1 Annual Survey

Kellen Conroy shared a summary of the annual survey.

G. Nebraska Rural Community Schools Association Membership

Board discussion about becoming a member of NRCSA.

H. OnToCollege Contract with John Baylor

Motion by Mr. Tucker Hight, seconded by Sally Reinert, to approve the 3 year contract as presented, effective August 2024, with OnToCollege for ACT preparation services. After discussion and on roll call vote, the Board voted as follows:

**Motion Carried:**

Tabitha Gilsdorf: Absent, Shannon Johnson: Absent, Julie Schamp: Absent, Josiah Boneschans: For, Jim Gunsolley: For, Traci Haglund: For, Mr. Tucker Hight: For, AJ Johnson: For, Sally Reinert: For, Susan Strahm: For  
For: 7, Against: 0, Absent: 3

### I. Core Service and School Support Budget\*

Motion by Josiah Boneschans, seconded by Traci Haglund, to approve the 2024-25 core service budget and school support projects as presented. After discussion and on roll call vote, the Board voted as follows:

#### **Motion Carried:**

Tabitha Gilsdorf: Absent, Shannon Johnson: Absent, Julie Schamp: Absent, Josiah Boneschans: For, Jim Gunsolley: For, Traci Haglund: For, Mr. Tucker Hight: For, AJ Johnson: For, Sally Reinert: For, Susan Strahm: For  
For: 7, Against: 0, Absent: 3

### J. Classified Staff Compensation\*

Motion by Mr. Tucker Hight, seconded by Jim Gunsolley, to approve the 2024-25 wages and benefits for classified staff as presented. After discussion and on roll call vote, the Board voted as follows:

#### **Motion Carried:**

Tabitha Gilsdorf: Absent, Shannon Johnson: Absent, Julie Schamp: Absent, Josiah Boneschans: For, Jim Gunsolley: For, Traci Haglund: For, Mr. Tucker Hight: For, AJ Johnson: For, Sally Reinert: For, Susan Strahm: For  
For: 7, Against: 0, Absent: 3

### K. Accept Board Member Resignation\*

Motion by Traci Haglund, seconded by Susan Strahm, to accept the resignation of District 7 board member Tucker Hight, effective June 12, 2024. After discussion and on roll call vote, the Board voted as follows:

#### **Motion Carried:**

Tabitha Gilsdorf: Absent, Shannon Johnson: Absent, Julie Schamp: Absent, Mr. Tucker Hight: Abstain (With Conflict), Josiah Boneschans: For, Jim Gunsolley: For, Traci Haglund: For, AJ Johnson: For, Sally Reinert: For, Susan Strahm: For  
For: 6, Against: 0, Absent: 3, Abstain (With Conflict): 1

### L. Personnel\*

L.1. Consider, discuss, and take necessary action on employee contracts and personnel changes.

L.1.a. Resignation(s)

L.1.b. New Hire(s)

Sara Ortiz, Migrant Education Coordinator, effective August 1, 2024

L.1.c. Contract Change(s)

L.1.d. Termination(s)

### M. Adjournment

As there were no additional Agenda items, President AJ Johnson adjourned the meeting at 6:30 p.m.

Brittney Hampl, Recording Secretary

Susan Strahm, Board Secretary



# ESU #1

Technology Update



# Tech Team



**Andrew Contreras**

ESU #1

Network and Information  
Systems Director



**Jesse Titiml**

ESU #1

Information Technology  
Specialist



**Scott McIntosh**

ESU #1

Communication and  
Technology Specialist



**William David**

ESU #1

School District  
Technology Support



**Jennifer Davis**

ESU #1

Tech Integrationist

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# Tech Updates 2024

- Cyber Tatanka 2024 Cybersecurity training exercises
  - Nebraska Army National Guard, NPPD, Ukraine and Czech Republic armed forces and other entities
- Construction Changes
  - All network equipment is now in one central, temperature controlled location
  - Two new Zoom Rooms
- Duo deployment for internal systems for Multi Factor Authentication
- Partnered with other ESU's to create the NCNE



# Tech Updates 2024 (cont'd)

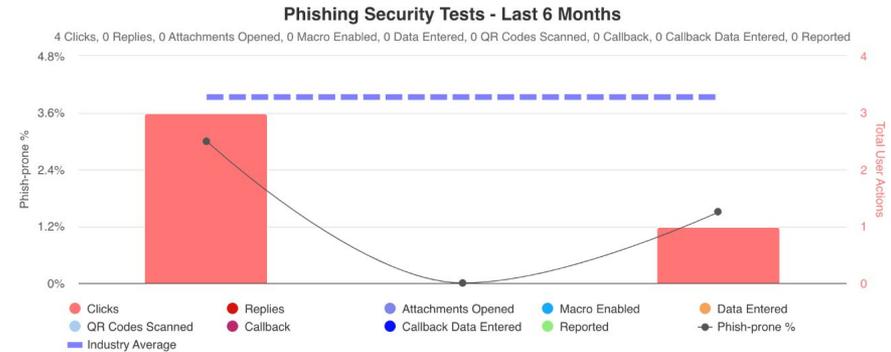
- Cybersecurity Awareness
  - All new users get training
  - Reminders for all staff during all staff day
- Eduroam
- Erate
  - Included a significant reduction in bandwidth cost

| Your Organization             |      |
|-------------------------------|------|
| Account Average Phish-prone % | 4.8% |
| Last Campaign Phish-prone %   | 1.5% |

| Industry Benchmark Data |                    | <input checked="" type="checkbox"/> Show in chart |
|-------------------------|--------------------|---|
| Industry Phish-prone %  | 3.9%               |   |
| Industry                | Education          |   |
| Organization Size       | Small (<250 users) |   |
| Program Maturity        | 1 Year             |   |

## Phishing





# Coming Soon

- AI training among other education opportunities from our new tech integrationist for our districts
- Tower
  - Cable management and clean up of current network equipment
  - Proposals for an updated phone system, door security, overhead and camera system are being worked on
- New phone system at ESU # 1
- Linewize Renewal
- Business Continuity and Disaster Recovery



**Questions?**

Nebraska Department of Education  
School Finance & Organization Services  
2024/25 ESU Core Services & Technology Infrastructure Certification  
Local Effort Rate is .0135

| Service Unit | Distance Education Telecommunication Allowance | Base Allocation | ESU Satellite Allocation | Student Allocation | Formula Need (Base Revenue Need) | Stabilized Formula Need (Base Revenue Need) | Yield from Local Effort                  | Calculated Aid |
|--------------|--|-----------------|--------------------------|--------------------|----------------------------------|---|--|----------------|
| ESU 01       | 0.00   | 326,641.90      | 0.00                     | 1,776,040.56       | 2,102,682.46                     | 2,102,682.46                                | 1,761,260.33                             | 341,422.13     |
| ESU 02       | 0.00   | 326,641.90      | 0.00                     | 2,027,041.45       | 2,353,683.35                     | 2,353,683.35                                | 2,261,644.55                             | 92,038.80      |
| ESU 03       | 35,935.45                                      | 326,641.90      | 0.00                     | 11,904,759.49      | 12,267,336.84                    | 12,267,336.84                               | 8,175,423.39                             | 4,091,913.45   |
| ESU 04       | 29,645.45                                      | 326,641.90      | 0.00                     | 977,387.22         | 1,333,674.57                     | 1,333,674.57                                | 1,121,924.11                             | 211,750.46     |
| ESU 05       | 0.00   | 326,641.90      | 0.00                     | 835,461.75         | 1,162,103.65                     | 1,162,103.65                                | 1,129,431.71                             | 32,671.94      |
| ESU 06       | 37,661.80                                      | 326,641.90      | 0.00                     | 2,160,618.09       | 2,524,921.79                     | 2,524,921.79                                | 2,381,609.42                             | 143,312.37     |
| ESU 07       | 0.00   | 326,641.90      | 0.00                     | 1,951,139.81       | 2,277,781.71                     | 2,277,781.71                                | 2,672,217.69                             | 0.00           |
| ESU 08       | 35,610.75                                      | 326,641.90      | 0.00                     | 1,681,535.14       | 2,043,787.79                     | 2,043,787.79                                | 2,179,092.08                             | 0.00           |
| ESU 09       | 6,770.25                                       | 326,641.90      | 0.00                     | 1,413,740.73       | 1,747,152.88                     | 1,747,152.88                                | 1,722,851.77                             | 24,301.11      |
| ESU 10       | 42,184.65                                      | 326,641.90      | 130,656.76               | 4,673,394.21       | 5,172,877.52                     | 5,172,877.52                                | 3,827,950.20                             | 1,344,927.32   |
| ESU 11       | 10,566.35                                      | 326,641.90      | 0.00                     | 771,934.86         | 1,109,143.11                     | 1,109,143.11                                | 1,232,092.26                             | 0.00           |
| ESU 13       | 0.00   | 326,641.90      | 261,313.52               | 2,176,757.91       | 2,764,713.33                     | 2,764,713.33                                | 1,826,003.04                             | 938,710.29     |
| ESU 15       | 7,332.10                                       | 326,641.90      | 0.00                     | 621,083.85         | 955,057.85                       | 955,057.85                                  | 837,917.94                               | 117,139.91     |
| ESU 16       | 0.00   | 326,641.90      | 130,656.76               | 1,280,215.94       | 1,737,514.60                     | 1,737,514.60                                | 1,621,208.62                             | 116,305.98     |
| ESU 17       | 26,071.20                                      | 326,641.90      | 130,656.76               | 320,990.93         | 804,360.79                       | 804,360.79                                  | 540,426.66                               | 263,934.13     |
| ESU 18       | 0.00   | 326,641.90      | 0.00                     | 5,942,120.09       | 6,268,761.99                     | 6,268,761.99                                | 4,636,339.98                             | 1,632,422.02   |
| ESU 19       | 1,485.80                                       | 326,641.90      | 0.00                     | 6,610,892.71       | 6,939,020.41                     | 6,939,020.41                                | 3,973,005.45                             | 2,966,014.96   |
| ESU 00       | 0.00   | 0.00            | 0.00                     | 1,979,061.97       | 1,979,061.97                     | 1,979,061.97                                | 1,230,250.84                             | 748,811.13     |
|              |  |                 |                          |                    |                                  |   | Distributed to ESU's                     | 13,065,676.00  |
|              |  |                 |                          |                    |                                  |   | 2% ESU Coordinating Council Distribution | 266,646.00     |
|              |  |                 |                          |                    |                                  |   | Total to be Distributed                  | 13,332,322.00  |

**2024-2025 Master Services Agreement  
Between the  
Educational Service Unit Coordinating Council and  
Educational Service Unit #1**

THIS MASTER SERVICES AGREEMENT (“Agreement”) is entered into this 11 day of June, 2024 (“effective date”) by and between THE EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL, a political subdivision of the State of Nebraska, hereinafter referred to as “the Council” or “the ESUCC,” and EDUCATIONAL SERVICE UNIT NO. 1, a political subdivision of the State of Nebraska referred to as “the ESU.”

**Recitals**

Whereas, ESUCC is charged by NEB. REV. STAT. § 79-1245 with the administration of statewide education initiatives and provision of statewide education services;

Whereas, the ESU wishes to receive certain services and participate in certain Projects that are conducted by the ESUCC; and

Whereas, the ESU wishes to have certain services and initiatives made available to its member school districts.

Now, therefore, the ESUCC and the ESU agree as follows:

**1. General Provisions**

- a. Purpose. The purpose of this Agreement is to establish the general terms and conditions applicable to the education initiatives, services and projects (collectively “Projects”) which ESUCC supplies to the ESU for the 2024-25 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESU CC’s Projects.
- b. Participation in Individual Projects. This Agreement outlines several Projects which ESUCC has undertaken for the statewide benefit of Nebraska educational service units and their member school districts. Other than the statewide core service initiatives designated herein as required by Rule 84 of the Nebraska Department of Education, the ESU may choose to participate in some, but not all of the Projects referenced by this Agreement. The ESU shall indicate its intention to participate in a particular Project by marking, where indicated, each Project in which it wishes to participate or make available to its member school districts. ESUCC is only obligated to provide services to the ESU for the Projects which the ESU has marked as provided herein.
- c. Term. The term of this Agreement shall be one (1) year, commencing on August 1, 2024 and ending on July 31, 2025.

- d. Provision of Services by ESUCC's Agents. The ESUCC may contract with third parties to provide some or all of the services described in this Agreement. The ESU hereby expressly agrees to the provision of those services by said third-party agents and agrees to cooperate with all agents of ESUCC in the implementation of such Projects including, but not limited to, invoicing, payment and administration necessary for the delivery of Project services in the name of ESUCC.
- e. Compliance with State Law. Each Party will comply with applicable laws in its performance hereunder and will advise the other of changes in laws that concern the conduct of the Projects and services contemplated by this Agreement. Each Party shall obtain and maintain all approvals required to perform its obligations under this Agreement.
- f. Right to Make Changes. ESUCC reserves the right in its sole discretion, to make changes to the operation of each of the individual Projects referred to herein, including, but not limited to, an increase in the fees charged for particular Projects, if the ESUCC determines that such fee increase is necessary for the continued operation of the particular Project, provided, however, that no such change shall have a material adverse impact on the ESU.
- g. New Projects. In the event ESUCC determines to offer a new Project during the term of this Agreement and the ESU wishes to participate in said new Project, the parties may describe the new Project in writing and incorporate that writing as a formal addendum to this Agreement.
- h. Amendments in Writing. Notwithstanding any provision of this Agreement to the contrary, any amendment to this Agreement must be in writing and signed by an authorized representative of each Party. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.
- i. Indemnification. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- j. Assignment. The ESU shall not assign any right or delegate any obligation arising hereunder without the prior written consent of ESUCC. This provision does not prevent the ESU from allowing its member school districts to participate in some or all of the Projects described herein.
- k. Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of and be enforceable by each Party hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- i. Entire Agreement. This Agreement supersedes and replaces all prior agreements or understandings and constitutes the entire agreement between the Parties concerning the subject matter hereof; there are no other agreements, understandings, or representations, whether written or oral, between the ESU and ESUCC concerning the subject matter addressed herein.
- m. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.
- n. Nondiscrimination. The parties shall not discriminate against any employee or applicant who is to be employed for performance of this MOU with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- o. Employment Eligibility Verification. The parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

## **2. Professional Development Project (ESUPDO Project)**

- a. Purpose of Professional Development Projects. One of the core services provided to school districts is professional development of their staff. Pursuant to Rule 84 of the Nebraska Department of Education, all ESUs are required to participate in statewide core service initiatives as established by the ESU Coordinating Council as a condition of accreditation. The ESUPDO Project is one of the mandatory statewide core service initiatives undertaken by the ESUCC. Mandatory participation includes financial support of the project pursuant to the terms set forth in this section.
- b. Professional Development Planning Committee. The ESUCC shall appoint educators and other experts to a Professional Development Planning Committee. The initial committee shall consist of members who possess expertise in professional development and specific curriculum areas including members from NDE and statewide initiatives/projects at the discretion of the ESUCC and its Executive Director. The Professional Development Planning Committee shall provide the ESUCC's Executive Director with suggestions and input on technical and other matters related to professional development and specific special projects involving educators' professional development, within the State of Nebraska. The ESUCC Executive Director may also form ad hoc committees from time to time to address matters relevant to the various Professional Development Initiatives.

- c. Annual Professional Development Program. The ESUCC will develop an annual program of professional development offerings that will assist the ESU and its member districts in providing professional development to educators statewide. The ESUCC will assist the ESU in meeting its obligations pursuant to Rule 84 of the Nebraska Department of Education in collaborating to create opportunities for educational training and staff development for the staff of educational service units, the Nebraska Department of Education, and school districts statewide.
- d. ESUPDO Project. The ESUPDO serves as a collaborative effort to provide statewide training and alignment of efforts for ESU employees and key NDE Staff statewide. Professional development is among the core services identified by state statute for ESU's. ESUPDO consists of four affiliate groups comprised of ESU employees across the seventeen ESU's with representation from essential NDE Staff.

These groups are:

- i. Staff Development Affiliate (SDA): Members are responsible for providing staff development for their school districts and assisting the Nebraska Department of Education efforts on statewide and local assessment as well as school improvement for Nebraska's school districts.
- ii. Teaching and Learning with Technology (TLT): The purpose of the Teaching and Learning with Technology Affiliate (TLT) is to connect educators with resources, best practices, and emerging technologies to transform teaching and learning within the classroom. This support is provided through school improvement efforts, professional development, and coordinated statewide projects, services, and efforts.
- iii. Network Operations Committee (NOC): NOC supports the extensive communications network within and among the ESU's and school districts. NOC provides network security and protocols for their districts and ESU's and ensures the communications network for distance education, internet, email, and phones are functioning and secure.
- iv. ESU Special Populations Directors (ESPD): This group consists of Special Education Directors and staff from across the state. This group was included in the ESUPDO as the need for special education professional development for special education and classroom teachers emerged in the age of standards and assessment. ESPD is involved with the Nebraska Department of Education in providing leadership for special education training and support.
- v. ESUPDO Fees. Each ESU will participate in the ESUPDO Project and contribute \$2,550 to fund the activities of the Professional Development Annual Program.

- e. Professional Development Special Projects. The ESUCC may also facilitate special projects, organize and facilitate programs, or serve as a fiscal agent for activities to enhance professional development opportunities. These special projects may include but are not limited to special education grant programs, NDE career education grant programs, and other grant or collaborative efforts that enhance statewide professional development.
- f. Fees for Participation in Specific Professional Development Activities. Professional Development activities may include registration, material, and other fees. Such fees will be set at no more than \$25 per person per day. Material and other fees will actually be incurred costs beyond normal registration. Any fees billed through an agent of ESUCC must identify the specific core activity provided on behalf of the ESUCC and be appropriately allocated by such agent in accordance with agreed upon billing practices. ESUCC will provide to each ESU that participates in the Professional Development Project invoices that detail the expenditures for each event or meeting. Participation fees shall be billed bi-annually by ESUCC during the academic year.

**The following is a cost summary for this project:**

|                  |   |                                 |
|------------------|---|---------------------------------|
| <b>Section 2</b> | <b>PD Annual Program Fees</b>               | <b>\$ 2,550</b>                 |
|                  | <b>(Each ESU will participate.)</b>         |                                 |
| <b>Section 3</b> | <b>PD Participation Fees</b>                | <b>\$ 25 per person per day</b> |
|                  | <b>(Each ESU will participate.)</b>         |                                 |
|                  | <b>MSA Fees for 2023-2024: \$2,400/\$20</b> |                                 |
|                  | <b>PD Participation Fees</b>                | <b>\$ 20 per person per day</b> |

- 3. Service Implementation Model Process and Log (SIMPL): This service is a data-driven process to systematically identify the needs of our districts and develop services to fill the gaps. The SIMPL online tool allows ESUs to comprehensively assess the available services for optimal implementation at the school district level.

**The following is a cost summary for this project.**

|                                     |                       |
|-------------------------------------|-----------------------|
| <b>SIMPL fee</b>                    | <b>Up to \$ 1,500</b> |
| <b>(Each ESU will participate.)</b> |                       |
| <b>Fees for 2023-2024:</b>          | <b>Up to \$1,500</b>  |

**4. Digital Learning Services and Projects:  
Encompassing Distance Education, Blended Learning, Open Educational (OER), Instructional Materials, and Learning Management Systems (LMS)**

- a. Purpose of Digital Learning Services and Projects. The ESUCC shall provide distance education services including brokering and facilitating the exchange of distance education courses, the administration of learning management systems, and the assessment of distance education needs and evaluation of distance education services as provided for in NEB. REV. STAT. § 79-1248 and other state statutes and regulations. Additionally, the ESUCC is charged with the administration of state-wide initiatives and provision of statewide services among other duties in NEB. REV. STAT. § 79-1246. The ESUCC also has managed statewide services in “core services” as that term is defined in statute, including instructional materials services. The purpose of these services is to assure cost-efficient and equitable delivery of digital learning opportunities in partnership with educational service units, school districts, and other potential partners. The 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.
- b. Nebraska Department of Education Rule 84. Pursuant to Rule 84, all ESUs are required to participate in statewide core service initiatives as established by the ESUCC as a condition of accreditation. Components of the Digital Learning Services and Projects are mandatory statewide services administered by the ESUCC and require financial support from all ESUs.
- c. Distance Education Brokering. The ESUCC will provide the Nebraska Virtual Instruction Source (NVIS) course clearinghouse for use in finding and exchanging distance education courses between participating ESUs and school districts. Funding for this service is provided by allocated State appropriation. If additional fees for distance education brokering become necessary, they will be approved by the ESUCC board through the approval process.
- d. Digital Learning Ad Hoc Committees: Ad hoc committees may form to address matters relevant to the Digital Learning Services and Projects. These committees will provide the ESUCC’s Executive Director and Digital Learning Coordinator with suggestions and input on technical and other matters related to distance education, digital learning, instructional materials, or learning management systems, within the State of Nebraska.
- e. Open Educational Resources (OER): The Nebraska OER hub is available to all ESUs and their district schools and offers statewide access to local and national open educational resources. The OER hub is a customized branded landing page on OER Commons, a product of ISKME. Within the Nebraska OER hub, collaborative statewide efforts with and between the Nebraska Department of

Education, the ESUCC, school districts and educators are possible and provide the support to curate and create quality open educational resources that are aligned to Nebraska curriculum. The cost for the platform and services is funded by the Digital Learning administration fee.

- f. Learning Object Repositories (LOR): ESUCC will coordinate **access** to digital libraries that enable educators from within participating ESUs to use educational resources that are aligned to academic standards. These digital libraries may include both free and subscription based services.
- g. Conditions of Participation.
  - i. Intellectual Property. The ESU and each of its participating school districts agree to comply with all relevant laws governing copyright and other intellectual property. The ESU agrees to hold ESUCC harmless for any violation of this provision by the ESU or its agents.
  - ii. No Assignment. No Party shall assign any of its rights or obligations under this Project without the prior written consent of the ESUCC's Executive Director or the ESUCC board.
- h. Fees. Each ESU will be invoiced a \$5,700 fee to support the administration of statewide Digital Learning Services and Projects. Mandatory participation includes financial support of the services pursuant to the terms set forth in this section. Additional fees may be determined and assessed by the ESUCC board to provide these necessary services.

**The following is a cost summary for the project:**

|   |                 |
|---|-----------------|
| <b>Digital Learning Administration</b><br><b>(Each ESU will participate.)</b> | <b>\$ 5,700</b> |
|---|-----------------|

***MSA Fees for 2023-2024: \$ 5,700***

- i. Optional Digital Learning Services and Projects. The Digital Learning Services and Projects are structured to allow ESUs to participate at the mandatory level or at an expanded level. The expanded optional services and projects supplement the statewide efforts in blended learning, open educational resources, instructional materials, and other digital learning products as recommended by appropriate affiliates. On an annual basis, ESUs may choose to participate in all or none of the expanded optional projects or services. Some of the services are made available to school districts directly when an ESU does not participate in the expanded optional services. Due to the nature of some projects, ESUs may not elect to withdraw or amend their participation mid-contract year after this Agreement has been approved.
  - i. OverDrive Professional Development Library. The ESUCC OverDrive Professional Library is a customized digital collection of ebooks and audiobooks for use by ESU staff across the state. Participating ESUs

contributed \$1,000 each for the initial start up to build the collection. ESUs that elected not to participate in the initial set-up can opt in at any time for a fee of \$1,000 plus any additional fees that have incurred since start up. Annual fees will be up to \$600 per ESU based upon the assessed need for additional books on current professional development topics as recommended by the affiliates. If an ESU chooses not to continue participation, access to the library will be terminated.

**The following is a cost summary of the project:**

**OverDrive Professional Library** **Up to \$ 600**

***MSA Fees for 2023-2024: \$ Up to \$ 600***

**(On the Summary Page, please check the box if the ESU will participate in the service.)**

- ii. Digital Learning: Special Projects. The goal of this project is to enhance education for all learners in Nebraska schools and ESUs. These projects may support the curation and creation of educational artifacts, the review and alignment of resources to the Nebraska State Standards and other indicators utilized by Nebraska schools, BlendEd projects, the promotion of existing instructional materials and digital learning resources, state endorsed LOR platforms, or any additional training. The TLT affiliate will submit project proposals to the ESUCC board for approval based upon identified assessed needs. It is recommended to budget up to \$7,500 per ESU for Special Projects. Any fees for Special Projects will be invoiced only when an actual cost is incurred.

**The following is a cost summary of the project:**

**Digital Learning Special Projects** **Up to \$ 7,500**

***MSA Fees for 2023-2024: Up to \$ 7,500***

## 5. Cooperative Purchasing Project

- a. Purpose of Cooperative Purchasing. The Cooperative Purchasing Project aggregates demand for certain items commonly purchased by school districts to get lower prices and more favorable terms from selected suppliers.
- b. Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:
  - i. Combine statewide data relevant to cooperative purchasing in order to promote a valid basis upon which to solicit bids.
  - ii. Coordinate activities which are commensurate with updating and perpetuating proper specifications inherent within the bidding process.
  - iii. Prepare official bid documents and invite suppliers to bid in connection with supplies to be purchased by ESUCC and members.
  - iv. Prepare and cause to be published the official legal notices of the bid opening in connection with supplies to be purchased by ESUCC as required by applicable law or policy.
  - v. Conduct the public bid opening and resulting bid reviews in accordance with applicable Nebraska statutory “public lettings” provisions, if any, or ESUCC policy and practice, and be responsible for selecting bids based upon such provisions.
  - vi. Compile price lists and order sheets for each participating educational service unit and make such order lists and price sheets available through the Nebraska ESU Cooperative Purchasing Web Site or Marketplace.
  - vii. Provide technical support for ESUs and school districts in placing orders with suppliers through the Marketplace. Merchandise will be shipped as specified in bid terms and conditions
  - viii. Through the website, provide participating ESUs and school districts the capabilities to track items ordered, confirm receipt, check invoices and detect and report shortages.
  - ix. Retrieve order documents from the website and prepare aggregate orders to be sent to respective suppliers so that merchandise is shipped to each participating school/educational service unit.
  - x. Assist any participating school/educational service unit with problems related to the processing and delivery of orders from the suppliers.
  - xi. Participate in an annual audit of cooperative purchasing accounts and records conducted by a Certified Public Accountant.

**(On the Summary Page, please check the box if the ESU will participate in the service.)**

**6. Student Services**

**a. Special Education Project**

- i. Student Records System (SRS Project): SRS is an online special education record system designed to create all special education documents, required by Rule 51 and Rule 52, including IEP, MDT, IFSP and all required notices. The SRS is a highly secured system that organizes and stores documents and provides easy access to files via the internet. SRS training is provided across the state for district staff and college and university staff.
  
- ii. 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.
  
- iii. Fees. Each Participating ESU will pay a fee of \$6,000 to fund the Special Education Project.
  
- iv. Additional SRS Fee. School Districts that are members of one of the participating Parties to the SPED SRS Project must pay an additional fee to receive access to SRS. Fees will be assessed in accordance with the following table.

| <b><u>2024-2025</u></b> | <b><u>2025-2026</u></b> | <b><u>Tier</u></b> |
|-------------------------|-------------------------|--------------------|
| \$192                   | \$202                   | <100               |
| \$499                   | \$524                   | 100-249            |
| \$993                   | \$1043                  | 250-499            |
| \$2,982                 | \$3131                  | 500-999            |
| \$3,938                 | \$4135                  | 1000-1999          |
| \$4,922                 | \$5168                  | 2000-3999          |
| \$9,374                 | \$9643                  | 4000-17999         |

**The ESUCC will bill the ESU for the fees allocated to each of the ESU's participating member school districts.**

**The following is a cost summary of the project:**

**Special Education Project** **\$6000.00**  
**Additional SRS Fees (Tier)** **\$see chart above**

**MSA Fees for 2023-2024: \$ 6,000**

**(On the Summary Page, please check the box if the ESU will participate in the service.)**

**b. 504 Plan**

Section 504 of the Rehabilitation Act of 1973 is a federal law 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.

**The ESUCC will bill the ESU for the fees allocated to each of the ESU's participating member school districts.**

**The following is a cost summary of the project:**

**504 Plan (No cost to current SRS Users) **\$ 0.00****

**(On the Summary Page, please check the box if the ESU will participate in the service.)**

**7. Legislative and Governmental Relations Project**

Purpose Legislative and Governmental Relations Project. The Legislative and Governmental Relations Project will assist member ESUs in strategically planning legislative initiatives that support the mission of the ESUCC and its member service units, tracking legislation that affects service units and state-wide educational efforts in the state, and influencing state lawmakers to support the vital work of the ESUCC, service units and public schools in the state of Nebraska.

Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:

- a. Solicit input and direction on legislative and governmental relations issues from its members through the ESUCC legislative committee and in other forums;
- b. Direct employees of ESUCC to draft, support or oppose state legislation related to matters affecting education in the state of Nebraska;
- c. Contract with experts in the field of governmental relations to assist the ESUCC in legislative and governmental matters

Fees. Each Participating ESU will pay a fee of \$3306 to be determined by the ESUCC board upon approval of relevant expert contracts to fund the Legislative and Governmental Relations Project. In no event will the fee for participation exceed ESUCC's actual costs.

**The following is a cost summary for this project.**

|  |                   |
|--|-------------------|
| <b>Govt. Relations</b>                   | <b>\$ 3306.00</b> |
| <b><i>Govt. Relations (2023 -23)</i></b> | <b>\$ 3000.00</b> |

**(On the Summary Page, please check the box if the ESU will participate in the service.)**

**8. SPARQ Negotiations**

In October 2023, fifteen ESUs entered into a contract with SPARQ Negotiations (**NOT** ESU 18 & ESU 19). SPARQ Negotiations is a web-based online data collection system used to compare settlement information, provide prevalency reports, view negotiated agreements and perform placement calculations (“Hosted Services”)

**SPARQ Negotiations (April 1, 2025- March 31, 2026) \$ 1000.00**

*Provided the amount invoiced is \$15,000, otherwise split the amount between the 15 active ESUs utilizing this service.*

***Fees for SPARQ Negotiations (April 1, 2024- March 31, 2025) \$ 1000.00***

## Summary of MSA Fees 2024-2025

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

|   | <u>2023-2024</u> | <u>2024-2025</u> |
|---|------------------|------------------|
| <b>ESUPDO with the following costs for PD services. (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)</b> |                  |                  |

|   |          |          |
|---|----------|----------|
| Section 2 PD Annual Program Fees                        | \$ 2,400 | \$ 2,550 |
| Section 3 PD Participation Fees\$ 25 per person/per day |          |          |

**SIMPL (Each ESU will participate.)**

|       |                |                |
|-------|----------------|----------------|
| SIMPL | Up to \$ 1,500 | Up to \$ 1,500 |
|-------|----------------|----------------|

**Digital Learning Services/Administration: Encompassing Distance Education, Blended, OER and other digital learning administrative functions. (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)**

|                                 |          |          |
|---------------------------------|----------|----------|
| Digital Learning Administration | \$ 5,700 | \$ 5,700 |
|---------------------------------|----------|----------|

|  |        |        |
|--|--------|--------|
| <input type="checkbox"/> <b>__X__ Digital Learning Projects/ESUCC Professional Library</b> | \$ 600 | \$ 600 |
|--|--------|--------|

**Digital Learning/Special Projects**

|  |          |          |
|--|----------|----------|
| Learning Objects/Special Projects were combined<br>Budgeted amount - Projects subject to approval vote | \$ 7,500 | \$ 7,500 |
|--|----------|----------|

|                        |         |         |
|------------------------|---------|---------|
| <b>Coop Purchasing</b> | \$ 0.00 | \$ 0.00 |
|------------------------|---------|---------|

**Student Services**

|  |                       |         |
|--|-----------------------|---------|
| <input type="checkbox"/> <b>__X__ SRS</b> Additional SRS Fees (Tier)         | \$ 6000               | \$6,000 |
| <input type="checkbox"/> <b>__X__ 504 Plan</b>                               | (see table on pg. 10) |         |
| <input type="checkbox"/> <b>__X__ SRS</b> Additional 504 Plan Fees<br>(Tier) | \$ 0                  | \$ 0.00 |
|  | (see table on pg. 11) |         |

**Legislative and Governmental Relations**

|                 |          |          |
|-----------------|----------|----------|
| Govt. Relations | \$ 3,000 | \$ 3,306 |
|-----------------|----------|----------|

**SPARQ Negotiations (NO ESU 18/19)**

|                    |           |          |
|--------------------|-----------|----------|
| SPARQ Negotiations | *\$ 1,000 | \$ 1,000 |
|--------------------|-----------|----------|

*Provided the amount invoiced is \$15,000, otherwise split the amount between the 15 active ESUs utilizing this service.*

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

FOR EDUCATIONAL SERVICE UNIT # 1:

- X I certify that I have checked the relevant boxes above indicating the Projects in which the Service Unit wishes to participate.**

**OR**

- I certify that the Service Unit Wishes to Participate in ALL of the above projects.**

**FOR THE EDUCATIONAL SERVICE UNIT:**

\_\_\_\_\_ June 12, 2024 \_\_\_\_\_  
 (Signature) (Date)

\_\_\_Bill Heimann\_\_\_, \_\_\_Administrator\_\_\_  
 (Printed name) (Title)

**FOR THE EDUCATIONAL SERVICE COORDINATING COUNCIL:**

\_\_\_\_\_ \_\_\_\_\_  
 (Signature) (Date)

Kraig J Lofquist  
 ESUCC Executive Director

## UNIT ORGANIZATION

### Section 1     **ESU Name, Mission and Duties**

#### A.     ESU Name

The legal name of our educational service unit is “Educational Service Unit No. 1 of the State of Nebraska.” It may also be referred to as ESU 1, either with or without a number designation (No. 1 or #1).

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 79-1202       |
| Date of Adoption: | August 14, 2018 |

#### B.     Mission

The mission of ESU 1 is to provide innovation, leadership and services for each member school district so they are successful in reaching their targeted educational goals.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 79-1204       |
| Date of Adoption: | August 14, 2018 |

#### C.     Statutory Role

The statutory role of ESU 1 is to serve as an educational service provider in Nebraska’s system of elementary and secondary education. ESU 1 shall:

1. Act primarily as a service agency in providing core services and services identified and requested by member school districts;
2. Provide for economy, efficiency, and cost-effectiveness in the cooperative delivery of educational services;
3. Provide educational services through leadership, research, and development in elementary and secondary education;
4. Act in a cooperative and supportive role with the State Department of Education and school districts in development and implementation of long-range plans, strategies, and goals for the enhancement of educational opportunities in elementary and secondary education;
5. Serve, when appropriate and as funds become available, as a repository, clearinghouse, and administrator of federal, state, and private funds on behalf of school districts which choose to participate in special programs, projects, or grants in order to enhance the quality of education in Nebraska schools.
6. Provide core services to member school districts, including:
  - a. In order of priority, (i) Staff development which shall include access to staff development related to improving the achievement of students in poverty and students with diverse backgrounds; (ii) technology, including distance education services; and (iii) instructional materials services;
  - b. Core services shall improve teaching and student learning by focusing on enhancing school improvement efforts, meeting statewide requirements, and achieving statewide goals in the state's system of elementary and secondary education;

- c. Core services shall provide schools with access to services that: (i) ESU 1 and its member school districts have identified as necessary services; (ii) are difficult, if not impossible, for most individual school districts to effectively and efficiently provide with their own personnel and financial resources; (iii) can be efficiently provided by ESU 1 to its member school districts; and (iv) can be adequately funded to ensure that the service is provided equitably to the public school districts.
  - d. Core services shall be designed so that the effectiveness and efficiency of the service can be evaluated on a statewide basis; and
  - e. Core services shall be provided by ESU 1 in a manner that minimizes the costs of administration or service delivery to member school districts.
7. Meet minimum accreditation standards set by the State Board of Education that will:
- a. Provide for accountability to taxpayers;
  - b. Assure that educational service units are assisting and cooperating with school districts to provide for equitable and adequate educational opportunities statewide; and
  - c. Assure a level of quality in educational programs and services provided to school districts by the educational service units.
8. In fulfilling its role and mission, ESU 1 may contract to provide services to:
- a. Nonmember public school districts;
  - b. Nonpublic school systems;
  - c. Other educational service units; and
  - d. Other political subdivisions, under the Interlocal Cooperation Act and the Joint Public Agency Act.
9. ESU 1 will not regulate school districts unless specifically provided pursuant to law.

|                   |                                   |
|-------------------|-----------------------------------|
| Legal Reference:  | § 79-1204; NDE Rule 84.001.03-.06 |
| Date of Adoption: | August 14, 2018                   |

D. Principal Office

The principal office of the ESU shall be: 211 Tenth Street, Wakefield, Nebraska.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 79-1220       |
| Date of Adoption: | August 14, 2018 |

E. Boundaries

The boundaries of ESU 1 are set and adjusted by the State Board of Education. A current copy of the boundaries of the ESU shall be kept in the principal office.

Any joint school district located in two or more counties shall be considered a part of the ESU in which the greater number of school-age children of such joint school district reside.

|                   |                       |
|-------------------|-----------------------|
| Legal Reference:  | § 79-1205; 79-1217(4) |
| Date of Adoption: | August 14, 2018       |

## Section 2 ESU Board

### A. Board's Name and Role

The ESU is governed by a board legally known as the “Board of Educational Service Unit No. 1.” The Board is responsible for the general control and direction of ESU 1.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 79-1217       |
| Date of Adoption: | August 14, 2018 |

### B. Duties and Function of the Board

The Board functions as a policy-forming and legislative body, and in some circumstances, as a quasi-judicial body. The general duties and functions of the Board are as follows:

1. Policies: Adopt policies governing the organization and operation of the ESU that are appropriate to serve the role and mission of ESU 1 and meet requirements of law. The Board policies will be available for review upon request at the administrative office of the ESU. The Board may act to suspend policies for a specified purpose and limited time by a majority vote of the Board.
2. Personnel: Appoint and fix the compensation and duties of the Administrator and evaluate the Administrator's performance. The method for selecting the Administrator shall be determined by the Board and may include the use of Administrator Selection Services or committee(s) created by the Board for the sole purpose of identifying candidates for the position. With the advice of the Administrator, the Board shall also employ and fix the compensation and duties of professional and classified staff. The Board shall be responsible for taking action on certain personnel grievances and personnel contracts required pursuant to law or Board policy.
3. Budget: Provide for the preparation and adoption of the annual budget for the operations of the ESU, which shall include contemplated expenditures and expected revenue.
4. Services: Exercise final authority with regard to the determination of services to be provided to member school districts and contracted services to be provided to other schools or entities. The Board shall determine the participation of the ESU in providing supplementary educational services.
5. Purchases and Contracts: Approve purchases and contracts for which Board action is required pursuant to law or Board policy.
6. Audit: Cause a complete and comprehensive annual audit to be made of the books, accounts, records, and affairs of the ESU. The audits shall be conducted annually, except that the Auditor of Public Accounts may determine an audit of less frequency to be appropriate but not less than once in any three-year period. The Board may contract with the Auditor of Public Accounts or select a licensed public accountant or certified public accountant or firm of such accountants to

conduct the audit and shall be responsible for the cost of the audit pursuant to the contract. Such audit shall be conducted in the same manner as audits of county officers. The original copy of the audit shall be filed in the office of the Auditor of Public Accounts.

7. Fulfill Mission: Take any other lawful and appropriate action to fulfill the ESU's mission.

|                   |  |
|-------------------|--|
| Legal Reference:  | §§ 79-1217 to 79-1224, § 79-1229<br>NDE Rule 84, section 3.04F |
| Date of Adoption: | August 14, 2018  |

### Section 3 ESU Board Members

#### A. Election Districts

After each decennial census, the Board shall divide the territory of the ESU into at least five and up to twelve numbered election districts that are compact and contiguous and substantially equal in population.

Board members are elected to represent the geographical boundaries of the ESU. One member is elected to represent each election district for the term provided by law.

|                   |                                   |
|-------------------|-----------------------------------|
| Legal Reference:  | § 32-515; § 79-1217; § 79-1217.01 |
| Date of Adoption: | August 14, 2018                   |

#### B. Filling Vacancies

Whenever a vacancy occurs on the Board, the remaining members of the Board shall appoint an individual residing within the election district for which the vacancy exists who meets the qualifications for the office to fill such vacancy for the balance of the unexpired term.

A "vacancy" may occur when, unless excused by a majority of the remaining members of the Board, a member is absent from the geographical boundaries of ESU 1 for a continuous period of sixty days at one time or from more than two consecutive regular meetings of the Board.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | 79-1217(2)      |
| Date of Adoption: | August 14, 2018 |

#### C. Role of Individual Board Members

The role of individual Board members is to express their position by voting on issues presented at duly called meetings of the Board. The Board of ESU 1 functions only when it takes official action at a duly called meeting of the Board. Individual Board members and individual Board officers cannot bind ESU 1 or its Board to a contract or obligation and may not speak on behalf of the Board except when acting upon specific authority given by the Board.

|                  |   |
|------------------|---|
| Legal Reference: | <i>Busboom v. Southeast Nebraska Technical Community College</i> , 194 Neb. 448 (1975); <i>Markay v. School District No. 18</i> , 58 Neb. 479 (1899). |
|------------------|---|

|                   |                 |
|-------------------|-----------------|
| Date of Adoption: | August 14, 2018 |
|-------------------|-----------------|

D. Orientation of New Board Members

The Board and the administrative staff will be available to assist each new member-elect to understand the Board’s functions, policies and procedures and operations of the ESU both before and after the member takes office. Each member-elect will be:

1. Given selected material on the functions of the Board and the ESU.
2. Invited to meet with the Administrator and other administrative personnel to discuss services they perform.
3. Invited to attend Board meetings.
4. Given copies of the policies and administrative regulations and other pertinent materials.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

E. Oath of Office

Board members before taking office shall take and sign the following oath or affirmation:

I, \_\_\_\_\_, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservations, or for purpose or evasions; and that I will faithfully and impartially perform the duties of the office of member of the Board of Educational Service Unit No. 1, according to law, to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or this State by force or violence; and that during such time that I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or this State by force or violence. So help me God.

|                   |                         |
|-------------------|-------------------------|
| Legal Reference:  | § 11-101 to § 11-101.03 |
| Date of Adoption: | August 14, 2018         |

F. Code of Ethics for Board Members

Board members of ESU 1, like all public officers in the State, “stand in a fiduciary relationship to the people whom they have been elected or appointed to serve. As fiduciaries and trustees of the public wealth they are under an inescapable obligation to serve the public with the highest fidelity. In discharging the duties of their office they are required to display such intelligence and skill as they are capable of, to be diligent and conscientious, to exercise their discretion not arbitrarily but reasonably, and above all to display good faith, honesty and integrity. They must be impervious to corrupting influences and they must transact their business frankly and openly in the light of public scrutiny so that the public may know and be able to judge them and their

work fairly. These obligations are . . . assumed by them as a matter of law upon their entering public office.”

To assure that the entire Board acts in accordance with the foregoing legal responsibilities and to ensure the effective functioning of the Board, each Board member will sign a Board-approved Code of Ethics for ESU 1 Board Members. The Code of Ethics is to be signed upon assumption of office and at each annual meeting.

|                   |   |
|-------------------|---|
| Legal Reference:  | <i>Nebraska Legislature on behalf of the State of Nebraska v. C. David Hergert, 271 Neb. 976, 1011 (2006)</i> |
| Date of Adoption: | August 14, 2018   |

G. Compensation of Board Members

Members of the Board shall receive no compensation for their services. Members may be reimbursed for the actual and necessary expenses incurred in the performance of their duties, pursuant to law and by a majority vote of the Board.

The Board may permit its members to participate in the ESU’s hospitalization, medical, surgical, accident, sickness, or term life insurance coverage or any one or more of such coverages. A Board member electing to participate in the insurance program of the ESU shall pay both the employee and the employer portions of the premium for such coverage.

If the Board opts to permit its members to participate in insurance coverage, the Administrator shall report quarterly at a Board meeting the board members who have elected such coverage. Such a report shall be made available in the ESU office for review by the public upon request.

|                   |   |
|-------------------|---|
| Legal Reference:  | § 79-1217(3); § 79-1232                   |
| Related Policy:   | Coffee Act Policy (Reimbursable Expenses) |
| Date of Adoption: | August 14, 2018                           |

**Section 4 Board Officers**

A. Officer Positions

The Board shall elect one of its members as president, one as vice president, and one as secretary. The Board shall employ a treasurer who shall be paid a salary to be fixed by the board.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 79-1218       |
| Date of Adoption: | August 14, 2018 |

B. President

The duties and responsibilities of the President include, but are not necessarily limited to, the following:

1. Call meetings of the Board.
2. Preside at all meetings of the Board.

3. Appoint board members to committees.
4. Serve as ex-officio member of all committees, unless such would create a violation of the open meetings law.
5. Send correspondence connected to the position of President.
6. Vote on any issue that may come before the Board.
7. Sign warrants upon the treasury for claims allowed by the Board.
8. Perform such other duties as required by law or by action of the Board.

|                   |                      |
|-------------------|----------------------|
| Legal Reference:  | § 79-1218; § 79-1221 |
| Date of Adoption: | August 14, 2018      |

C. Vice President

The Vice President is to assume all duties and responsibilities of the President when the President is absent.

|                   |                      |
|-------------------|----------------------|
| Legal Reference:  | § 79-1218; § 79-1221 |
| Date of Adoption: | August 14, 2018      |

D. Secretary

The duties and responsibilities of the Secretary include, but are not necessarily limited to, the following:

1. Assure that accurate records of all Board meetings are prepared and maintained.
2. Assure that all Board members are notified of all meetings of the Board.
3. Assure that required reports to county, state, and federal officials are prepared and submitted on a timely basis.
4. Be responsible for correspondence for and in the name of ESU 1 as authorized by the Board.
5. Sign all orders on the treasury for the payment of authorized claims.
6. Act as custodian of all documents, title papers, and records of the Board.
7. Assure that all legal notices are published.

|                   |                      |
|-------------------|----------------------|
| Legal Reference:  | § 79-1218; § 79-1221 |
| Date of Adoption: | August 14, 2018      |

E. Treasurer

The Board shall employ a Treasurer who shall be paid a salary to be fixed by the Board. The duties and responsibilities of the Treasurer include, but are not necessarily limited to, the following:

1. Be the custodian of all funds of the Board.
2. Attend all meetings of the Board.
3. Prepare and submit to the Board a written monthly report of the state of ESU 1 finances.
4. Pay out money of the Board only upon a warrant signed by the President, or in the President's absence, by the Vice President, and countersigned by the secretary.

5. Assure that funds are placed in depositories approved by the Board and secured as required by law.
6. Assure that accurate accounts of all receipts and disbursements are kept.
7. Assure that accurate reports on the state of finances and other financial reports and statements as required by state and federal statute and board policy are prepared and submitted to the appropriate authority on a timely basis.

The treasurer shall give bond or evidence of equivalent insurance coverage, payable to the Board, in such sum as the Board shall determine conditioned for the faithful performance of the duties as treasurer of the Board and for the safekeeping and proper disbursement of all funds of the Board collected or received by the treasurer. Such bond shall be signed by a corporate surety company or insurance company authorized to do business within this state. Such bond or insurance coverage may be enlarged at any time the Board deems such enlargement necessary or advisable. The cost of such bond or insurance coverage shall be paid out of funds of the Board.

|                   |                      |
|-------------------|----------------------|
| Legal Reference:  | § 79-1218; § 79-1221 |
| Date of Adoption: | August 14, 2018      |

F. Recording Secretary

The Board may employ a recording secretary who shall be paid compensation to be fixed by the Board. The duties of the recording secretary will include:

1. Notify members of the Board of all regular and special meetings.
2. Publish legal notices.
3. Keep accurate records of all Board meetings.
4. Act as custodian of all documents and records of the meeting of the Board.
5. Perform other duties as directed by the Board.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

G. Removal from Officer Position

A Board member may be removed from an officer position by a majority vote of the members of the Board.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

H. Filling Vacancy in Officer Position

In the event of a vacancy in an officer position, the Board shall elect by a majority vote a successor to serve until a majority of the Board elects a different member to serve that office position.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

## Section 5 Board Committees

### A. Committees

Committees may be created by the President of the Board or by a majority vote of the Board.

Unless otherwise specifically provided, at the time of appointment, all Committees are hereby intended to be and shall operate as a “subcommittee” within the definition of Neb. Rev. Stat. § 84-1409(1)(b). As such, no meeting of any Committee may include a quorum of the Board. In addition, no Committee may hold hearings, make policy, or take formal action on behalf of the Board.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 84-1409       |
| Date of Adoption: | August 14, 2018 |

### B. Appointments

The President shall appoint members of committees. However, the entire Board may, by a majority vote, take action in the first instance to make committee appointments and may remove any existing committee members and appoint replacement members.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

### C. Temporary Committees

Temporary committees may be established by the Board as deemed necessary for specific identified purposes.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

### D. Committee Operations

No member or Committee of the Board, or staff member of the Unit, shall have the power to act for the Board, or to imply an action on the part of the Board without specific approval authorized by the Board with record of such action recorded in the official minutes.

The Board or Administrator may refer business to a Committee; however, unless otherwise specifically provided, such Committee shall have no power or authority to hold hearings, make policy, or to make any determination or take or effect any formal action on behalf of the Board or the District. The role of a Committee is to gather and serve as an informational avenue only and to guide, make recommendations, and report directly to the Administrator on any referred business, regardless of who appointed same. No Committee may engage in the formation of tentative policy, act as an advisory committee to the Board or as instrumentalities exercising essentially public functions. Any such prohibited actions shall be null and void.

All Board members will be informed of meetings of Committees. Committee reports shall be brought to the Board in written form whenever possible.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

## **Section 6 Administration**

### **A. Concept of Administration**

The administration of ESU 1 is responsible for the direction, coordination, and control of staff and programs in their efforts to achieve the mission and educational goals adopted by the Board within the guidelines established by Board policy and law.

To demonstrate leadership, develop positive relationships within the community and resolve problems that arise internally and/or externally, the Board expects the administration to specialize in the following:

1. Decision making and communication.
2. Planning, organizing, implementing, and evaluating.
3. Coordinating and guiding the various centers of power within the ESU and the community to enable people to work together as a team for the purpose of education that might not be possible if done separately.

The administration is expected to create and maintain appropriate mechanisms such as councils and committees to:

1. Foster good communications within the staff.
2. Allow representative members of the staff to have a voice in the development of policies and in the making of decisions affecting them.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 79-1219       |
| Date of Adoption: | August 14, 2018 |

### **B. Administrator**

The Administrator to be employed by the Board shall be a person experienced in public school administration, shall hold at least a standard administrative certificate and shall meet all other requirements issued through the Nebraska Department of Education.

|                   |  |
|-------------------|--|
| Legal Reference:  | § 79-1219<br>NDE Rule 21; NDE Rule 84.005.01 |
| Date of Adoption: | August 14, 2018                              |

### **C. Duties and Function of the Administrator**

The Administrator is the chief executive officer of ESU 1. As chief executive officer, the Administrator is delegated the authority and responsibility for the overall administration of ESU 1 in all of its aspects. The Administrator shall carry out the executive and administrative functions in accordance with Board policies and directives in compliance with law.

The Administrator is delegated the authority and responsibility for the efficient execution of all decisions made by the Board concerning the internal operation of the ESU. The Administrator shall further perform duties which are specifically designated in the policies as duties of the Administrator, duties assigned to the Administrator by the Board, duties that are established in the Administrator's employment contract and job description, and duties that are mandated by law as the responsibility of the Administrator.

The general duties and functions of the Administrator are as follows:

1. Policies: The Administrator's responsibilities related to policies are:
  - a. To present the Board with new or amended policies as appropriate to serve the role and mission of ESU 1 and meet changing requirements of law.
  - b. To implement Board policies and assure compliance with Board policies.
  - c. To assure that the Board policies are available for review upon request at the administrative office of the ESU.
  
2. Personnel: The Administrator is responsible for the overall management of staff. Responsibilities related to personnel include:
  - a. To recommend administrative and supervisory positions for approval by the Board. The Board will approve the broad purpose and function of administrative and supervisory positions.
  - b. To assign, supervise and evaluate administrators and supervisors and direct them in the performance of their duties.
  - c. To recommend candidates for employment and establish terms of employment for approval by the Board.
  - d. To prepare written job descriptions for employees.
  - e. To prepare and distribute staff handbooks. Staff handbooks that are approved by the Board shall be deemed to be policies of the Board and shall have the same effect as Board-adopted policies.
  - f. To develop and provide an effective staff development program.
  - g. To make assignments of personnel to their particular schools and responsibilities as determined appropriate.
  - h. To discipline staff and terminate or recommend termination of employment when appropriate.
  - i. To create and maintain appropriate mechanisms such as councils and committees to foster good communications within the staff and to allow representative members of the staff to have a voice in the development of policies and in the making of decisions affecting them.
  
3. Budget: The Administrator's responsibilities related to the budget are:
  - a. To prepare the annual budget for the operations of the ESU with the assistance of staff, give required budget hearing notices, present the budget for approval by the Board, and file such reports and forms related to the budget and tax levy process as required.
  - b. To make every attempt possible to operate within the limits set forth by the budget.

4. Services: The Administrator shall communicate and provide leadership with regard to the determination of services to be provided to member school districts and services to be provided to other schools or entities via contract. The Administrator shall ensure that the services are provided in a satisfactory manner.
5. Purchases and Contracts: The Administrator's responsibilities related to purchases and contracts are:
  - a. To be in charge of all financial matters of the ESU.
  - b. To study and recommend to the Board fiscally prudent and suitable purchases and contracts for which Board action is required pursuant to law or Board policy. Where Board action is not required, to approve such purchases and contracts after appropriate consultation with other administrators and appropriate staff, or to provide oversight of those staff that are delegated such purchasing responsibilities.
  - c. To maintain a current inventory of ESU property.
  - d. To assure that ESU facilities, equipment and property are appropriately maintained.
  - e. To provide long-range and short term planning concerning facilities.
6. Board and Community Communications. The Administrator's responsibilities related to communications with the Board are:
  - a. To prepare and send out agenda, special reports and minutes for Board meetings.
  - b. To prepare for and attend all Board meetings unless excused.
  - c. To promptly inform the Board of decisions or actions taken that are not covered in Board policies or by Board action. The Administrator shall have authority to make such decisions or take such actions on behalf of the ESU where the Administrator reasonably determines that it is necessary to do so.
  - d. To keep the Board informed concerning the total ESU programs and operations.
  - e. To communicate to the schools and the community information about the activities of the ESU and publish reports on such activities as legally required.
  - f. To coordinate and guide the stakeholders within the ESU and the community to cooperatively enhance efficiency and effectiveness of ESU programs and services.
  - g. To keep abreast of the trends and changes in education for possible implementation of selected programs. The Administrator will be expected to attend district, state, and national conventions of professional educational organizations. The Administrator will secure advance approval from the Board before attending any out of state convention. The Administrator will report to the Board such information that is learned at such programs that will require Board action. Reimbursement for expenses allowed shall be in accordance with Board Policy.
  - h. The Administrator shall, prior to July 1 of each year in which a statewide primary election is to be held, certify to the election commissioner or county clerk of each county located within the ESU the corporate name of each school district located within the county. If a school district is a joint school

district located in two or more counties, the Administrator shall certify to each election commissioner or county clerk the educational service unit of which the school district is considered to be a part.

The Administrator is responsible to maintain the official records of the ESU.

The Administrator shall serve as a member of the Educational Service Unit Coordinating Council.

The Administrator is to delegate duties to other members of the administrative team or other staff as required for the effective administration of the ESU, except in such matters that Board policy, Board action, or law prohibits the delegation. The Administrator remains responsible for assuring that the delegated duties are performed as required.

On or before January 31 of each year, the Administrator shall submit to the Commissioner of Education a report described as the annual financial report showing (a) the amount of money received from all sources during the year and the amount of money expended by the educational service unit during the year, (b) other information as necessary to fulfill the requirements of section 79-1241.03, and (c) such other information as the commissioner directs.

The Administrator is expected to adhere to the “Code of Ethics” for certificated educators as adopted by the Nebraska Department of Education and the ethical code of the American Association of School Administrators.

|                   |  |
|-------------------|--|
| Legal Reference:  | § 13-905; § 79-1217(6); § 79-1245, § 79-1229(1)<br>NDE Rule 27 |
| Date of Adoption: | August 14, 2018  |

D. Line of Responsibility

Each ESU employee is responsible to the Board through the Administrator. All personnel shall refer matters requiring administrative action to the administrative officer immediately in charge of the area in which the problem arises. Administrative officers shall refer such matters to the next higher authority when necessary.

Employees have the right to appeal decisions made by an administrative officer to the next higher authority and thus through successive steps to the Board on matters regarding continuation of employment, terms and conditions of employment, and matters of policy and procedures.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

**Section 7      Consultants and Legal Counsel**

A. Consultants

The Board encourages the use of consultants as a means of providing specialized services not normally required on a continuing basis.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

B. Legal Counsel

The Board shall use an attorney at law to advise on all legal matters. The attorney of record shall be named annually at the regular January board meeting.

Members of the staff may have access to the Board’s legal counsel only at the specific direction of the Administrator.

At times it may become necessary for the Board to obtain additional legal assistance. The Administrator is authorized to make appropriate arrangements for additional legal services.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

**Section 8 Membership in Associations**

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

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

|                   |               |
|-------------------|---------------|
| Legal Reference:  | LB 304 (2024) |
| Date of Adoption: | June 11, 2024 |

## Code of Ethics for ESU 1 Board Members

Members of the Board of ESU 1 are expected to abide by the following Code of Ethics in performance of their duties as a Board member and will be requested to acknowledge their intent to do so:

1. **Follow Laws:** I will uphold and enforce the constitutions, laws, rules and regulations of the state and federal governments, the state and federal agencies, binding court orders pertaining to educational service units, and the policies and regulations of ESU 1. Desired changes shall be brought about only through legal and ethical procedures.
2. **Non-Discrimination:** I will not make decisions which affect personnel, students, parents, the public, or otherwise on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, or on the basis of constitutionally protected speech.
3. **Welfare of Students:** I will make decisions in terms of the educational welfare of students served by ESU 1 and will seek to develop and maintain services and programs that meet the individual needs of students served by the ESU regardless of their sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, social standing, or personal feelings not associated with the best interests of ESU 1 and the students.
4. **Role of the Board:** I will confine my action as a member of the Board to policy making, planning, and evaluation of the Administrator. I will carry out my responsibility, not to administer ESU 1 or its services and programs, but, together with my fellow board members, to see that they are well run. I will refer all complaints which I may receive to the Administrator and will act on the complaints at public meetings only after failure of an administrative solution. I will support decisions made by the Board, even if it is not the one I would have made, although I will reserve my independent right to seek a change using appropriate procedures. I will recognize that authority rests with the Board as a whole and will make no personal promises nor take any private action that may compromise the Board.
5. **Meetings of the Board:** I will attend all meetings of the Board except when I am unable to attend for excusable reasons, will be prepared to be an active participant at such meetings, and will follow appropriate rules of order at such meetings. I will fulfill my responsibilities on any committees and any officer positions to which I may be elected, assigned or appointed. I will not attempt to circumvent the open meetings laws by participating in meetings with a quorum of other members of the Board to make decisions on ESU 1 matters. I will not seek closed session meetings or participate in closed session meetings except as permitted by law.
6. **Independent Judgment:** I will refuse to surrender my independent judgment to special interest or partisan political groups.
7. **Confidentiality:** I will hold confidential all matters pertaining to ESU 1 which, if disclosed, would needlessly injure individuals, the Board, or ESU 1. I will not ask for legally confidential information about staff or students when not required

to fulfill my duties as a Board member. When such information is made available to me in my role as a Board member, I will maintain the confidentiality of such information.

8. **Conflicts:** I will not use my position as a Board member for personal gain or for the gain of family or friends. Where I have a personal conflict of interest which affects or may be reasonably seen by others as affecting my ability to make a fair and impartial decision on a matter before the Board, I will follow the law and Board policy to avoid the conflict from affecting the decision of the entire Board.
9. **Personnel Matters:** I will vote to appoint the best qualified personnel available after consideration of the recommendation of the administration. I will support and protect personnel in the proper performance of their duties but likewise will hold staff accountable, on matters which reach the Board, to the standards and expectations of the Board and the administration.
10. **Role Model.** I understand that my personal actions may reflect on ESU 1 and the schools and communities served by ESU 1 due to my position as a Board member. I will in all respects serve as a proper role model and engage in conduct which is reflective of a good citizen in the communities served by ESU 1.

Agreed to by the members of the Board of Educational Service Unit 1 on this \_\_\_ day of \_\_\_\_\_, 20\_\_.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
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## **BOARD MEETINGS**

### **Section 1      Location of Meetings**

The traditional meeting place for Board meetings will be the board room at the ESU's principal office. The President or Administrator may designate a different meeting place for individual meetings with advance notice to all members. The alternative location may not be outside the boundaries of the ESU unless approved by the Board at any preceding meeting.

|                   |                        |
|-------------------|------------------------|
| Legal Reference:  | §§ 79-1218, 84-1412(5) |
| Date of Adoption: | August 14, 2018        |

### **Section 2      Regular Meetings**

The regular meetings of the Board shall be held on the second Tuesday of each calendar month and commence at 5:30 p.m. A regular meeting may be scheduled for a different date or time when approved by the Board at any preceding meeting.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

### **Section 3                      Annual Organizational Meeting**

An organizational meeting of the Board shall be held at the regular Board meeting in January each year for the purpose of seating any new members and electing officers.

The order of business for the annual organizational meeting shall be as follows:

1. Call meeting to Order, announce posting of Public Meetings Act and Roll Call (the Administrator shall chair the meeting until the new President is elected)
2. Administer oath of office to any new Board members
3. Elections of Officers
  - a. President (upon being elected the new President shall chair the remainder of the meeting)
  - b. Vice President
  - c. Secretary

Upon call for nominations for each office by the Chair, nominations shall be made by written or oral ballot. Voting will be by oral or written ballot on all members nominated and repeated until a majority is achieved for a nominee. If the tie is not broken after five ballots, the Chair will determine the winner by the flip of a coin, followed by a vote ratifying such selection. The vote may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes of the meeting.

The term of the elected officers shall begin immediately upon election at the annual organizational meeting and end upon the election of a successor at the next following annual organizational meeting.

4. Committees, positions, and designations
  - a. Select Treasurer
  - b. Select Recording Secretary
  - c. Select legal counsel
  - d. Select members of Board Committees
  - e. Designate depository bank(s)
  - f. Designate newspaper(s) of record
5. Approval of current Board policies and regulations
6. Designate date for the annual review of Board policies
7. Disseminate conflict of interest statutes to each Board member and code of ethics for signature by each Board member
8. Determine the ESU's participation in providing supplementary educational services for the calendar year.

Other items on the meeting agenda

|                   |                          |
|-------------------|--------------------------|
| Legal Reference:  | § 79-1218; § 84-1413 (3) |
| Date of Adoption: | August 14, 2018          |

#### **Section 4 Special Meetings**

A special meeting of the board may be called by the President. A special meeting may also be called by any five Board members.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

#### **Section 5 Emergency Meetings**

An emergency meeting may be held without advance public notice. An emergency is any event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition. In the event of an emergency meeting:

1. the nature of the emergency shall be stated in the minutes,
2. any formal action taken in such meeting must pertain only to the emergency,
3. the meeting may be held by means of electronic or telecommunication equipment,
4. news media must be contacted, and
5. complete minutes that specify 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.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 84-1411 (5)   |
| Date of Adoption: | August 14, 2018 |

#### **Section 6 Notice of Meeting**

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 1 during normal business hours.

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: | June 11, 2024                         |

B. Notice of Budget Meeting

A summary of the prepared yearly budget of ESU 1 shall be published one time in a legal newspaper published in or of general circulation in each county in ESU 1 at least five days before a meeting at which such budget shall be considered for adoption by the Board. Such publication shall also specify the date, time, and place of the public hearing at which the budget will be considered and any tax levy made.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 79-1227       |
| Date of Adoption: | August 14, 2018 |

C. Yearly Activities

By November 1 of each year, the Board shall publish a brief report of the yearly activities of the Board. The report shall include the amount of revenue received and expenditures itemized by categories. This publication shall be for one time in a newspaper of general circulation distributed in each county in the ESU. A copy of the report shall be distributed to each member school district by November 1 of each year.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 79-1228       |
| Date of Adoption: | August 14, 2018 |

D. Notice to Board Members

Notice of meetings shall be transmitted to all members of the Board. The Administrator shall deliver or otherwise make available the meeting notice, agenda, minutes of the preceding meeting, and such other materials pertinent to the meeting as the President may direct, to the Board members.

For regular meetings, the notice packet shall be mailed or delivered on the Friday preceding each meeting. For special meetings, the notice packet shall be mailed or delivered the later of three days prior to the meeting or the same day that notice to the public is given.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 84-1411 (1)   |
| Date of Adoption: | August 14, 2018 |

E. Notice to Media

The Secretary shall maintain a list of the news media requesting notification of meetings and make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 84-1411 (4)   |
| Date of Adoption: | August 14, 2018 |

**Section 7      Agenda**

A. Agenda Construction

Control of the agenda is the responsibility of the President. The Administrator is responsible for preparing agendas, subject to modification by the President. Any Board member may suggest agenda items to be placed on the agenda.

Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled commencement of the meeting. The Board shall have the right to modify the agenda to include items of an emergency nature only by action taken at the public meeting at which the item is to be considered.

Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting.

The Board shall not act on any matter unless the same is on the agenda for the meeting.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 84-1411 (1)   |
| Date of Adoption: | August 14, 2018 |

B. Agenda Availability

The agenda for each meeting shall be kept continuously current. The agenda shall be readily available for public inspection at the principal office of the ESU during normal business hours.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 84-1411 (1)   |
| Date of Adoption: | August 14, 2018 |

**Section 8 Board Member Attendance**

A. Personal Presence at Meeting and Telephone Conference or Videoconference Meetings

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

The procedures for a virtual conference meeting are as follows:

1. Reasonable advance publicized notice must be given, including the dial-in number or link to the virtual conference;
2. Reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided by the Open Meetings Act;
3. Reasonable seating will be provided in at least one designated site in a building open to the public and identified in the meeting notice with at least one member of the ESU Board holding such meeting present at each site;
4. A recording of the meeting's hearing by audio or visual recording devices;
5. A reasonable opportunity for input, such as public comment or questions, will be provided to at least the same extent as would be provided if virtual conferencing was not used;
6. At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The ESU will also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act;
7. No more than one-half of the ESU's meetings are held by virtual conferencing in a calendar year.

|                   |                                |
|-------------------|--------------------------------|
| Legal Reference:  | § 84-1411 (2) (3), (5) and (6) |
| Date of Adoption: | August 10, 2021                |

B. Quorum

A majority of the members of the Board shall constitute a quorum for the transaction of business.

|                  |  |
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| Legal Reference: |  |
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|                   |                 |
|-------------------|-----------------|
| Date of Adoption: | August 14, 2018 |
|-------------------|-----------------|

**Section 9 Public Attendance and Participation**

A. Open Meetings Act Poster

At least one current copy of the Open Meetings Act shall be posted in the meeting room at a location accessible to members of the public. At the beginning of each meeting the public shall be informed about the location of the posted information by announcement of the President.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 84-1412 (8)   |
| Date of Adoption: | August 14, 2018 |

B. Attend

Members of the public shall be permitted to attend all Board meetings. Members of the public will not be required to identify themselves in order to be admitted to the meeting.

The Board may allow advisors, consultants, and other persons who are not participating as Board members to appear at the meeting via telephone or other similar means.

The President has the authority to ensure that all persons conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The President may order persons who are disorderly to be removed from the meeting.

|                   |  |
|-------------------|--|
| Legal Reference:  | § 84-1411 (3) and (6)<br>§ 84-1412 (1) and (3) |
| Date of Adoption: | August 14, 2018                                |

C. Hear

The Board shall, upon request, make a reasonable effort to accommodate the public’s right to hear the discussion and testimony presented at the meeting.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 84-1412 (7)   |
| Date of Adoption: | August 14, 2018 |

D. Record

Members of the public may use recording devices (tape recorder, video camera, etc.) to record any part of a meeting of the Board, except for closed sessions.

The President shall control the placement of any recording device so the device does not obstruct the view of Board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 84-1412 (1)   |
| Date of Adoption: | August 14, 2018 |

E. Access to Written Materials

At least one copy of all reproducible written material to be discussed at an open meeting will be made available at the meeting for examination and copying by members of the public.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 84-1412 (8)   |
| Date of Adoption: | August 14, 2018 |

F. Speak

Members of the public will be permitted to speak at Board meetings. Members of the public may also speak when invited to make a presentation or when recognized by the President.

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

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

Members of the public who desire to address the Board will be required to identify himself or herself, including an address and the name of any organization represented by such person, unless address requirement is waived to protect the security of the individual.

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

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against an ESU 1 employee are not to be made for the first time at a public Board meeting without having followed the ESU 1 complaint procedure.

|                   |                           |
|-------------------|---------------------------|
| Legal Reference:  | § 84-1412 (1) (2) and (3) |
| Date of Adoption: | June 11, 2024             |

**Section 10 Closed Sessions**

A. When Closed Sessions May Be Held

The Board 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.

Items for which closed sessions may be held include but are not be limited to:

1. strategy sessions with respect to collective bargaining, real estate purchases, or litigation;
2. discussion regarding deployment of security personnel or devices;
3. investigative proceedings regarding allegations of misconduct; and
4. 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.

A closed meeting may not be held for the purpose of discussing the appointment or election of a new member to the Board.

The term “closed session” includes within its meaning any “executive session” or “executive meeting,” all of said terms being interchangeable.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 84-1410 (1)   |
| Date of Adoption: | August 14, 2018 |

B. Procedure for Closed Sessions

1. Vote to Hold Closed Session: The subject matter and the reason necessitating the closed session shall be identified in the motion to close. The motion requires the affirmative vote of a majority of the voting members and shall be taken in open session.
2. Restate Subject Matter Limitation: If the motion to close passes, the President shall restate on the record the limitation of the subject matter of the closed session immediately prior to the closed session.
3. Restrict Discussions in Closed Session: The Board will restrict its consideration of matters during closed sessions to only those purposes set forth in the motion to close as the reason for the closed session.
4. No Action in Closed Session: The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this policy, 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. Formal action shall not, however, include negotiating guidance given by Board members to legal counsel or other negotiators in closed sessions relating to 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 ESU.
5. Challenge to Continuation of Closed Session: Any Board member 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 Board. Such challenge and its disposition shall be recorded in the minutes.

6. Minutes of Closed Session: The minutes of a meeting at which a closed session is held will set forth 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. Minutes of matters discussed in closed or executive session need not be kept.

|                   |                       |
|-------------------|-----------------------|
| Legal Reference:  | § 84-1410 (2) and (3) |
| Date of Adoption: | August 14, 2018       |

## **Section 11    Voting and Board Operating Procedures**

### **A.    Voting**

Any action taken on any question or motion duly moved and seconded shall be by roll call vote in open session. Each Board member must vote on all matters, except when the member has a conflict of interest that precludes voting.

The roll shall be called and votes recorded for or against each motion. 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 voice vote may be satisfied by use of an electronic voting device which allows the yeas and nays of each member of the board to be readily seen by the public.

A majority vote of the quorum present shall be sufficient to adopt a motion or other action except where the law or Board policy specifies otherwise.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  | § 84-1413 (2)   |
| Date of Adoption: | August 14, 2018 |

### **B.    Parliamentary Procedures**

The rules of parliamentary procedures will serve as a guide for the Board in its deliberation when the issue in question is not covered by Board policy. All procedural matters related to motions and parliamentary procedures that are not covered by statute or ESU policy will be governed by parliamentary procedures embodied in the current edition of Robert's Rules of Order. The President shall decide all questions of order, subject to an appeal to the Board.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

## **Section 12    Minutes**

The Board shall keep minutes of all meetings showing the time and place, members present and absent, the substance of all matters discussed, and other matters required by law. The resignation

of a Board member or any other circumstance that results in a vacancy in office shall be made a part of the minutes.

The minutes shall be prepared by the Recording Secretary immediately following the meeting. The minutes shall be written and available for inspection by the public and for distribution to the members of the Board within 10 working days, or prior to the next convened meeting, whichever occurs earlier. The minutes shall be a part of the agenda for the next regular meeting at which time they shall be corrected, if necessary, and approved. The minutes shall be kept in the office of the Administrator. The minutes are public records and are open to public inspection during normal business hours. The minutes may be kept as an electronic record.

|                   |                       |
|-------------------|-----------------------|
| Legal Reference:  | § 79-570<br>§ 84-1413 |
| Date of Adoption: | August 14, 2018       |

## SERVICES and OPERATIONS

### Section 1 Services

#### A. ESU Services

The ESU shall provide educational services as identified and requested by member school districts through the Advisory Committee and approved by the ESU Board.

|                   |                           |
|-------------------|---------------------------|
| Legal Reference:  | NDE Rule 84, section 3.01 |
| Date of Adoption: | August 14, 2018           |

#### B. Advisory Committee

The ESU 1 Board has established an Advisory Committee; which may sometimes be referred to as an Advisory Council.

1. Membership. The Advisory Committee shall be composed of representatives of each class of member districts in the ESU. The selection of the Advisory Committee members shall be determined by a process mutually acceptable to the ESU and member school districts.
2. Meetings. The Advisory Committee shall meet at least four times each school year.
3. Service Recommendations. The Advisory Committee shall provide recommendations for educational services to the ESU Board through the Administrator.
4. Review Program of Services. The Advisory Committee shall meet to review the program of services being offered by the ESU Board and to discuss and plan changes and further refinement of that program of services.

The Administrator is responsible for and is delegated the authority to, establish rules and procedures for the selection and replacement of members of the Advisory Committee and the effective operations of the Advisory Committee.

|                   |  |
|-------------------|--|
| Legal Reference:  | NDE Rule 84, sections 3.02; 3.04D<br>§ 79-102 (classification of school districts) |
| Date of Adoption: | August 14, 2018  |

#### C. Core Services to Member School Districts

Core services shall be provided to all member school districts.

Core services shall be within the following service areas in order of priority: staff development, technology, and instructional materials services.

Core services shall improve teaching and student learning by focusing on enhancing school improvement efforts, meeting statewide requirements, and achieving statewide goals in the state’s system of elementary and secondary education. Core services shall provide schools with access to services that: the ESU and its member school districts have identified as necessary services; are difficult, if not impossible, for most individual school districts to effectively and efficiently provide with their own personnel and financial resources; can be efficiently provided by the ESU to its member school districts; and can be adequately funded to ensure that the service is provided equitably to the public school districts.

Core services shall be designed so that the effectiveness and efficiency of the service can be evaluated on a statewide basis. Core services shall be provided by the ESU in a manner that minimizes the costs of administration or service delivery to member school districts.

|                   |  |
|-------------------|--|
| Legal Reference:  | §§ 79-1204; 79-1241<br>NDE Rule 84, sections 9.01 and 9.02 |
| Date of Adoption: | August 14, 2018  |

**D. Use of Core Service Funds and Property Tax Funds**

Funds distributed to the ESU for core services shall be used for core services with the approval of representatives of two-thirds of the member school districts, representing a majority of the students in those member school districts.

Funds generated by the ESU property tax shall only be used for purposes approved by representatives of two-thirds of the member school districts, representing a majority of the students in the member school districts.

The Administrator is responsible for and is delegated the authority to develop the process and procedures to obtain the required approvals, to include the following:

1. The Administrator or designees shall prepare and transmit a written proposal of core services offerings and use of the property tax levy to all member school districts each fiscal year.
2. The member school districts through their designated representatives shall indicate their approval or disapproval of the proposal within thirty calendar days after receipt of the proposal. Failure to so indicate within such time period shall be deemed approval of the proposal.
3. In the event a proposal fails to receive approval, the Administrator will consult with the designated representatives and/or the Boards of the member school districts. After such consultation, written proposals may be amended and resubmitted.

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|-------------------|---|
| Legal Reference:  | §§ 79-1241(2); 79-1242<br>NDE Rule 84, sections 1.04; 3.04A and B; and 9.02 |
| Date of Adoption: | August 14, 2018   |

**E. Services: Requests, Cost, and Payment**

1. Services to Member School Districts. Services to be provided member school districts are determined by the ESU Board acting upon recommendations of the Advisory Committee and, where the service involves use of core service funds or funds generated by the ESU property tax, obtaining the requisite approval for services from member school districts.

Services are to be annually reviewed by the Administrator and Advisory Committee. Requests for new services are to be made to the Administrator and, if interest is sufficient, brought before the Advisory Committee and the ESU Board.

Services provided to any member school at no charge will be available to all member schools at no charge. Where costs are charged, the amount shall be determined in a manner that reflects the estimated actual cost that will be incurred in providing the service, including annual operational costs of the ESU. The cost of services provided to member schools at a cost shall be based on the cost of providing the service to each member school proportionate to usage. Payments shall be due at such time as established by the Board for the particular services.

2. Services to Non-Member School Districts. Services to be provided to non-member school districts are determined by the ESU Board acting upon recommendations of the Administrator. Written requests for such services shall be submitted to the Administrator.

The costs of the requested programs or services are to be based on the following:

- a. A proportionate share of the annual operational costs of the ESU must be paid by the school requesting services as a part of purchasing any one or multiple programs or services. This cost will be assessed based upon the valuation of the district divided by the total valuation of the ESU. This obtained factor will then be multiplied by the total operational cost of the ESU. The operational cost of the ESU shall include, but not be limited to the budgeted amount for the expenses of the Board, administration, central office, bookkeeping, operation of plant, and maintenance of plant.
- b. A program cost will be the proportional factor, as determined above, times the specific program budget or the calculated cost of the service, whichever is greater.
- c. A flat surcharge percentage, as determined by the board, will be applied to the above sum.
- d. Should a requesting school belong to another ESU and the other ESU extends reciprocal charges to ESU 1 schools, the charge will be limited to the calculated cost.

Payments shall be due at such time as established by the Board for the particular services.

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| Legal Reference:  | §§ 79-1241(2); 79-1242<br>NDE Rule 84, sections 3.04A,B and 9.02 |
| Date of Adoption: | August 14, 2018  |

F. Use of Funds from Other Sources

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

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

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

useful to the program, properly disposed. Resources such as staff, materials and equipment funded by Title I shall be used only for children participating in the program.

6. Maintenance of Records. Records of all federal financial and program information shall be kept for a minimum of 5 years after the start date of the project.
7. Identification of Eligible Children. The Administrator and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.
8. Coordination of Services. Title I services shall be coordinated and integrated with the regular classroom, with other agencies providing services, and with other federal, state and local programs.
9. Other Requirements. The Administrator shall take or cause other staff to take such action as required by law for the ESU to maintain compliance with ESSA and specific ESSA grant programs in which the ESU participates.

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| Legal Reference:  | § 79-1224; ESSA |
| Date of Adoption: | August 14, 2018 |

**Section 2      Budget**

A.      Fiscal Year

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

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|-------------------|-----------------|
| Legal Reference:  | § 13-503        |
| Date of Adoption: | August 14, 2018 |

B.      Budget Preparation

1.      Budget Statement. The Administrator shall annually prepare, in consultation with appropriate Board officers and committees, a proposed budget statement on forms prescribed and furnished by the auditor and present it to the Board. The proposed budget statement shall be made available to the public prior to publication of the notice of the public hearing on the proposed budget statement.
2.      Budget Contents. The budget for the operation and maintenance of the ESU for the ensuing year shall itemize the contemplated expenditures and the expected revenue from taxation received by the ESU from available federal, state, and county sources, from contractual revenue from school districts, and from all other agencies and sources. Upon approval by the governing body, the budget shall be filed with the auditor.

3. Public Hearing. The Board shall each year conduct a public hearing on its proposed budget statement in accordance with law. A summary of the prepared yearly budget of the ESU shall be published one time in a legal newspaper published in or of general circulation in each county in the ESU at least five days before the meeting at which the budget is considered for adoption by the Board. Such publication shall also specify the date, time, and place of the public hearing at which the budget will be considered and any tax levy made.
4. Filing Budget. Upon approval by the Board, the budget shall be filed with the auditor.

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| Legal Reference:  | § 13-503; § 13-506; § 79-1226; § 79-1227 |
| Date of Adoption: | August 14, 2018                          |

### **Section 3      Reports, Evaluations and Audits**

#### **A.      Report of Yearly Activities**

The Board shall cause to be published by November 1 of each year a brief report of the yearly activities of the Board. The report shall include the amount of revenue received and expenditures itemized by categories. This publication shall be for one time in a newspaper of general circulation distributed in each county in the ESU. A copy of the report shall be distributed to each member school district by November 1 of each year.

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| Legal Reference:  | § 79-1228       |
| Date of Adoption: | August 14, 2018 |

#### **B.      Annual Program Report**

An annual written program report on the various programs of service to schools for the past year shall be provided by the Administrator to the ESU Board, to member school districts and to the Nebraska Department of Education by November 1 of each year.

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| Legal Reference:  | NDE Rule 84.003.03 |
| Date of Adoption: | August 14, 2018    |

#### **C.      Improvement and Evaluation**

The ESU will develop and implement a continuous improvement process to promote quality learning, equity, and accountability. This improvement process will include, but is not limited to, the following activities within each five-year period: review and update of a mission and vision statement; on-going collection and analysis of aggregate data about student performance, programs, core services and services, demographics, and school district satisfaction; identification of annual improvement goals based on such data; development and implementation of a plan that includes procedures, strategies, or actions to achieve goals; and annual evaluation of progress toward improvement goals.

This continuous improvement process will include an on-site visitation by an external team to review the process. The external team shall be made up of a minimum of five (5) persons, not employed by the ESU or in schools served by the ESU. The chair of the external team shall be assigned by the Commissioner or his or her designee with remaining membership of the team agreed upon by the Administrator and the Commissioner or his or her designee. A copy of the external team's written report, including recommendations, shall be provided to the Department. The external team visits shall be conducted at least once each five years.

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| Legal Reference:  | NDE Rule 84.006 |
| Date of Adoption: | August 14, 2018 |

D. Submission for Accreditation

The Administrator shall ensure that an application for accreditation is completed and submitted on or before November 1 of each year to NDE and that such other action is taken as necessary to maintain accredited status.

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| Legal Reference:  | § 79-1204<br>NDE Rule 84.004 |
| Date of Adoption: | August 14, 2018              |

E. Annual Financial Report

On or before January 31, of each year, the Administrator shall submit to the Commissioner of Education an annual financial report showing: (a) the amount of money received from all sources during the year and the amount of money expended by the ESU during the year, (b) information as necessary to fulfill the requirements to determine the distance education and telecommunications allowance for the ESU (the costs for telecommunications services, for access to data transmission networks that transmit data to and from the ESU, and for the transmission of data on such networks paid by the ESU; the receipts from the federal Universal Service Fund; and any receipts from school districts or other educational entities for payment of such costs), and (c) such other information as the Commissioner directs.

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| Legal Reference:  | § 79-1229 (1)<br>§ 79-1243.01 (2)(a) |
| Date of Adoption: | August 14, 2018                      |

F. Audits

A complete and comprehensive audit shall be made of the books, accounts, records, and affairs of the ESU. The audits shall be conducted annually, unless the Auditor of Public Accounts determines an audit of less frequency to be appropriate.

The ESU Board may contract with the Auditor of Public Accounts or select a licensed public accountant or certified public accountant or firm of such accountants to conduct the audit. The auditor shall meet the minimum competency standards established by the Auditor of Public

Accounts. The audit shall be completed in accordance with law and the standards established by the Auditor of Public Accounts.

The original copy of the audit shall be filed in the office of the Auditor of Public Accounts.

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| Legal Reference:  | § 79-1229<br>NDE Rule 84, section 7<br>§ 84-304.01 to .03 |
| Date of Adoption: | August 14, 2018   |

#### **Section 4                      Funds Management**

##### **A.     System of Accounting**

Uniform accounting methods shall be used for all ESU funds so as to conform to best business practice and existing guides from the Nebraska Department of Education. Monthly financial statements of the general fund accounts will be made available at each regular board meeting.

The Administrator shall be responsible for the proper use of the budget. The Administrator shall establish and operate budget controls for all departments and shall ensure administration of the budget such that funds are expended for the purposes appropriated and in conformity with legal requirements as well as the policies and actions of the Board.

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| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

##### **B.     Borrowing**

The ESU may borrow money in amounts not to exceed the limits established by law and may execute and deliver in evidence thereof its promissory notes which it is hereby authorized and empowered to make and negotiate, bearing a rate of interest set by the ESU Board and maturing not more than two fiscal years from the date thereof. Such notes, before they are negotiated, shall be presented to the ESU Treasurer and registered with the ESU's records by the Treasurer. Such notes shall be payable out of the funds collected by the ESU in the order of their registry after the payment of prior registered warrants but prior to the payment of any warrant subsequently registered, except that if both warrants and notes are registered, the total of such registered notes and warrants shall not exceed one hundred percent of the unexpended balance of the total anticipated receipts of the general fund of the ESU for the current fiscal year and the following fiscal year. For the purpose of making such calculation, such total anticipated receipts shall not include any anticipated receipts against which the ESU has borrowed and issued notes pursuant to this section in either the current or the immediately preceding fiscal year.

In addition, the ESU may accept interest-free or low-interest loans from the state or federal government and may execute and deliver in evidence thereof its promissory notes maturing not more than twenty years from the date of execution.

Further, the ESU may enter into loan agreements for the purpose of borrowing money from financial institutions, including banks, in amounts not to exceed the limits established by law. As evidence of such borrowing, the ESU may execute and deliver one or more written loan agreements but shall not be required to execute and deliver separate promissory notes for each borrowing under such agreements. Money borrowed pursuant to such agreements shall bear interest at such rate or rates and shall become due and be repaid as provided in such agreements. Any such agreement shall provide for repayment in full at least once each fiscal year and shall be for a term not exceeding one fiscal year. Any such agreement shall be registered upon books kept by the ESU Treasurer, and money borrowed pursuant to such agreement shall be paid out of funds collected upon the current existing levy prior to the payment of any warrant or note registered subsequent to any such loan agreement. If the ESU has any such loan agreement or agreements outstanding and has warrants or notes registered, the total amount shall not exceed the limits established by law.

All such borrowings shall require approval of the ESU Board.

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| Legal Reference:  | § 79-1244       |
| Date of Adoption: | August 14, 2018 |

C. Depositories of Funds

The Board may from time to time designate the depository banks or other institutions or investments in which the Treasurer and officials of the ESU are authorized to deposit or invest funds of the ESU. The Treasurer and the Administrator or designee may use non-designated banks or institutions for deposit or investment when it is determined that such is required by financial exigencies or the sound protection of ESU funds; provided a report of such is made at the next following regular meeting of the Board.

The Treasurer and the Administrator or designee shall be responsible for ensuring that deposits in excess of the limits of the Federal Deposit Insurance Guaranty are secured by securities, bonds, or other means as required by law.

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| Legal Reference:  | §§ 77-2386 to 77-23,106 (Public Funds Deposit Security Act) |
| Date of Adoption: | August 14, 2018   |

D. Coffee Act Policy (Reimbursable Expenses)

1. Workshops. Board members, employees and volunteers of the ESU are expected to maintain effectiveness by being well informed on educational and related issues and are encouraged to diligently perform their required duties, attend educational workshops, conferences, training programs, official functions, hearings or meetings which are necessary to perform required duties, sponsored by the ESU or State and national educational organizations or which are otherwise in the best interests of the ESU.
  - a. Approval to Attend. Board members are hereby given prior approval by the ESU Board to attend such functions within the State which are

sponsored by this ESU, the Nebraska Association of School Boards, the Nebraska Council of School Administrators, the Nebraska Rural Community Schools Association, and similar organizations, without additional or further approval by the Board unless otherwise so determined. Upon approval by the Board or, in the case of in-state functions, by the Administrator or the Administrator's designee, Board members are further authorized to attend other similar functions.

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

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

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

2. Recognition. The Board hereby authorizes the President, Administrator or the Administrator's designee to determine when and to whom plaques, certificates of achievement, flowers or other items of value should be granted to recognize service by Board members, employees and volunteers. The maximum value of any such item to be awarded shall not exceed \$150.00. The Board may alter such maximum, but not more than once in any twelve-month period.
3. Meeting Refreshments. Non-alcoholic beverages may be provided to individuals attending public meetings. Meals may be provided to Board members, employees and volunteers attending joint meetings with other governing bodies. When the President or Administrator determines it to be in the best interests of the ESU and not in the form of a perquisite, because of timing or duration of a meeting or ESU activity, or other factors, the Board authorizes other nutritional refreshments to be provided to persons attending public meetings or in other appropriate or necessary situations.
4. Participants in Board Approved Activities. Non-alcoholic beverages and meals may be provided for individuals while performing or immediately after performing relief, assistance or support activities in emergency situations (including, but not limited to, tornado, severe storm, fire, or accident) and to volunteers during or immediately following their participation in any activity approved by the Board

(including, but not limited to, mowing, picking up litter, removing graffiti, or snow removal).

5. Annual Recognition Dinner. One recognition dinner each fiscal year may be held for Board members, employees or volunteers. Such annual dinner may be held separately for Board members, employees of each department and volunteers, or in any combination. The maximum cost per person for such recognition dinner is hereby established at \$50.00.
6. Spouses. This policy does not authorize the expenditure of public funds to pay for any expenses incurred by a spouse of a Board member, employee, or volunteer unless the spouse is also a Board member, employee or volunteer or unless the expenditure is otherwise permitted by law.
7. General. Payment or reimbursement for expenses incurred by Board members, employees or volunteers may be allowed to the extent otherwise specifically permitted by law. The authority necessary to carry out the provisions of this policy should be and is hereby delegated from the Board to the designated officials as indicated herein.

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| Legal Reference:  | §§13-2201 to 13-2204<br>§ 81-1176 (mileage rate) |
| Date of Adoption: | August 14, 2018                                  |

E. Gifts

1. Gifts to the ESU. The Board welcomes monetary and material contributions or other types of citizen contributions to the ESU. Material contributions may be rejected where not suitable to efficient use by the ESU. All donations become the property of the ESU and will be used in the interests of the ESU.
2. Gifts to Employees. Students and patrons shall not to be encouraged or coerced to give personal gifts to ESU employees in their position as employees. In the event an employee receives such a gift with a monetary value in excess of \$50, the employee is to inform the Administrator, who is then authorized to require that the employee disburse the gift to the ESU or equitably among other ESU staff serving the person making the gift.
3. Gifts by ESU Employees. ESU employees are not to give gifts to students who they serve in their employment. Exceptions are allowed for a homebound or seriously ill child, and in other cases where administrative approval is given.

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| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

F. Internal Controls

The ESU will develop and maintain internal control procedures as required by law and in

accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the ESU receives federal awards, grants, or other funds, the ESU will:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the ESU manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The ESU will endeavor to develop and maintain these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- (b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- (c) Evaluate and monitor the ESU 's compliance with statutes, regulations and the terms and conditions of federal award;
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- (e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the ESU considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

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

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

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

Procurement: The ESU will use its own documented procurement procedures which reflect

applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

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

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

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

Legal Reference: 2 C.F.R. § 200.333.

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

Legal Reference: 2 C.F.R. § 200.213.

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

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;
- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Identifying adequately the source and application of funds for federally-funded activities;
- 4) Ensuring effective controls over and accountability for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The ESU will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the ESU's cost sharing or matching, when such contributions meet all of the following criteria:

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

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

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

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

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the ESU;
- 3) Reasonably reflect the total activity for which the employee is compensated by the ESU, not exceeding 100% of compensated activities;
- 4) Encompass both federally-assisted and all other activities compensated by the ESU on an integrated basis, but may include the use of subsidiary records as defined in the ESU's written procedures;
- 5) Comply with the established accounting policies and practices of the ESU; and

- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

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

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Federal Funds for Construction Projects: For all federal awards, the ESU will comply with all applicable legal requirements, including the Davis-Bacon Act.

Legal Reference: 34 C.F.R. § 75.600, et seq.

Capitalization and Depreciation: The ESU will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, ESU staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and ESU personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.
- D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.
- E. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.
- F. If the ESU is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.
- G. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

Maintaining Records: Financial records, supporting documents, statistical records, and all other ESU records pertinent to a federal award must be retained for the minimum time period as required by federal law or the terms of the federal awarding agency, whichever is longer in time.

Legal Reference: 2 C.F.R. § 200.334.

Conflict of Interest: Notwithstanding any other Board Policies or Procedures, the ESU shall ensure that it avoids any conflicts of interest regarding any federal awards. The ESU will disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.

Legal Reference: 2 C.F.R. § 200.112.

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

Legal Reference: 2 C.F.R. §§ 200, et seq.

#### G. Procurement Plan – School Food Authorities

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. This statement is meant to provide guidance to our personnel and vendors on acceptable and/or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the State Agency.

#### **Procurement Policy**

The purchasing procedure to be followed shall be determined by the anticipated total annual expenditure on items related to the food service program:

- When the annual total for food service program related items is less than \$250,000 (small purchase threshold) per procurement event or in aggregate purchases this organization will follow the informal Small Purchase Procedures.
- When the annual total for food service program related items is greater than \$250,000 (small purchase threshold) per year per procurement event or in aggregate purchases this organization will follow the Formal Competitive Solicitation Procedures.

#### Micro-Purchase Procedures

Micro-Purchases may be used for single purchases under \$10,000 made with a vendor [2 CFR 200.320(a)].

Prices will be reviewed for reasonableness [2 CFR 200.320(a)].

Purchases will be spread equitably among all qualified sources [2 CFR 200.320(a)].

#### Small Purchase Procedures

For purchases made below the small purchase threshold, Small Purchase Procedures will be utilized to purchase necessary goods and services. When Small Purchase Procedures are used, this organization will take the following steps:

1. Contact a reasonable number of qualified vendors.
2. Write specifications for goods and services.
3. Document each vendor's quoted price. (ex. log sheet)
3. Select the company that provides the lowest, most responsive, and responsible bid.
4. Document supplier who was awarded the quote.
5. Manage orders by confirming product and prices match quotes.

#### Formal Competitive Solicitation Procedures

For purchases made in excess of the small purchase threshold, a Formal Competitive Solicitation will be conducted. When Formal Competitive Solicitation Procedures are used, this organization will take the following steps:

1. Prepare an Invitation for Bid (“IFB”) or Request for Proposal (“RFP”) document specifically addressing the items to be procured
  - a. Include detailed specifications
  - b. Ensure price will be most heavily weighted
2. Publicly announce and advertise the bid/proposal at least 21 calendar days prior to bid opening
  - a. Announcements will include the date, time and location in which bids will be opened
3. Determine the most responsive and responsible bid/proposal by using the selection criteria set forth in the bid/proposal document
  - a. Responsible bidders will be those whose bid/proposal conform to all of the terms, conditions and requirements of the IFB/RFP
  - b. Responsible bidders will be those who are capable of performing successfully under the terms and conditions of the contract.
4. Award the contract
  - a. To the most responsive and responsible bidder based on the criteria set forth in the IFB/RFP
  - b. At least two weeks before program operations begin
  - c. If a protest is received, it must be handled in accordance with 7 CFR 210.21
5. Retain all records pertaining to the formal competitive bid process for a period of five years plus the current year

(Note: If the small purchase threshold established in the sponsor’s procurement policy statement is less than \$250,000, the smaller bid threshold will govern.)

#### Procurement Summary

This organization incorporates the following elements into the Procurement Policy Statement, as required by 2 CFR 200 and 7 CFR parts 210, 3016 and 3019.

- A. Competition: We shall demonstrate our goods and services are procured in an openly competitive manner. Competition will not be unreasonably restricted. [7 CFR 210.21(c)(1)] [2 CFR Part 200.319(a)(1-7)]
  
- B. Comparability: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles. [2 CFR 200.319(a)(6)]
  
- C. Documentation: We shall maintain for the current year and the preceding three years all significant materials that will serve to document our policies and procedures. [2 CFR 200.318(i)]
  
- D. Code of Conduct: This program shall be governed by the attached Code of Conduct and it shall apply to all personnel, employees, directors, agents, officers, volunteers or any person(s) acting in any capacity concerning the food service procurement program. [2 CFR 200.318(c)(1)]
  
- E. Contract Administration: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file. [2 CFR Part 200.318(b)]
  
- F. General Requirements:
  - 1. Small, minority and women's businesses enterprises and labor surplus firms are used when possible. [2 CFR 200.321]
  - 2. Ensure compliance with the Buy American Provision when purchasing food 7 CFR 210.21(d).
  - 3. A cost or price analysis in connection with every procurement action in excess of the Small Purchase Threshold including contract modifications. [2 CFR 200.323(a)]
  - 4. Documented Procurement Procedures and activities will be maintained. [2 CFR 200.318(a)]
  
- G. Duties of Food Service Supervisor:
  - 1. Plan the goods or services needed for the school food service program for the school year based on planned menus through needs assessment, forecasting and budgeting.
  - 2. Develop written specifications for food/supplies needed. Include details such as descriptions and product requirements (e.g. packaging, weight, pack size, etc.) for needed goods or services.
  - 3. Compare product specifications among all vendors/contractors. Information for prices obtained from grocery stores, farmer's markets, etc.
  - 4. Make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service, and price.
  - 5. Place and confirm orders with vendors or make plans to purchase the required items.
  - 6. To make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service and price.
  - 7. To work with vendors on a fair and equal basis.

8. To conduct an in-house procurement review once per year.

H. Procurement Plan – Code of Conduct

The ESU seeks to conduct all procurement procedures in compliance with federal and state regulations and without any conflicts of interest with employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent of the ESU may participate in the selection, award, or administration of a contract supported by federal, state, or local funds if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No employee, officer, or agent of the ESU may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Employees, officers or agents of the ESU that violate these standards shall be subject to appropriate disciplinary actions.

**Section 5 Purchasing**

A. Authority

In order to carry out the statutory mission of the ESU, the ESU is authorized to:

1. Purchase, lease, or lease-purchase real estate, equipment, supplies, services, and personal property for its own use.
2. Either individually, or collectively with other educational service units, purchase, lease, lease-purchase, or act as purchase agent for administrative and instructional supplies, instructional equipment, instructional services, and personal property for resale only to educational entities.
3. Acquire office space by purchase out of funds appropriated to the ESU for educational purposes or rent or lease such space as may be necessary.
4. Acquire the personal property necessary for the performance of its duties.

When the ESU advertises for bids for administrative or instructional supplies, instructional equipment, instructional services, and personal property, acceptance of any bid submitted to the ESU obligates the ESU to award the contract in accordance with the plans and specifications and in the quantities set forth in the bid documents.

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| Legal Reference:  | §§ 79-1220 and 79-1223 |
| Date of Adoption: | August 14, 2018        |

B. General Guidelines

The procurement of goods and services for the ESU shall be secured in an efficient and economical manner. All legal requirements are to be followed and each purchase shall be within the mission, objectives and financial resources of the ESU. Competition between suppliers is considered to be desirable for the purpose of securing maximum value at a minimum cost.

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

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| Legal Reference:  | LB 287 (2024) |
| Date of Adoption: | June 11, 2024 |

C. Procurement Plan – Code of Conduct

ESU #1 seeks to conduct all procurement procedures in compliance with federal and state regulations and without any conflicts of interest with employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent of ESU #1 may participate in the selection, award, or administration of a contract supported by federal, state, or local funds if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No employee, officer, or agent of ESU #1 may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Employees, officers or agents of ESU #1 that violate these standards shall be subject to appropriate disciplinary actions.

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| Legal Reference:  |                |
| Date of Adoption: | August 8, 2017 |

D. Credit Card Purchasing Program

1. The ESU Board authorizes the Administrator or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the ESU.
2. The Board delegates to the Administrator or designee: (a) the determination of the type of purchasing card or cards to be utilized in the ESU's purchasing card program; and (b) the

determination of which employees shall be approved or disapproved to be assigned a purchasing card in the ESU's purchasing card program. The Administrator shall submit the approved names to the Board from time to time.

3. The ESU's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the ESU. No officer or employee of the ESU shall use a purchasing card for any unauthorized use.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Administrator or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Administrator or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

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| Legal Reference:  | Neb. Rev. Stat § 13-610 |
| Date of Adoption: | August 9, 2016          |

E. Involvement of Staff

Employees directly responsible for the use of particular supplies, materials, equipment or services shall on request provide the Administrator or designee input with regard to needs and specifications, through a requisition process or as otherwise established by the Administrator. Such input shall be considered in making purchasing decisions. Teachers are not, however, to receive sales calls during the instructional day without authorization from the Administrator or designee.

Any employee who orders any supplies or equipment outside of that which has been included in the annual budget or without written authorization of the Administrator or designee shall be personally liable for payment of the order.

ESU employees purchasing supplies and equipment out of an activity or grant account must first secure a purchase order from the business office authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.

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| Legal Reference:  |                   |
| Date of Adoption: | November 11, 2008 |

F. Equipment, Materials and Supplies

1. Purchases up to \$10,000 Open Market. The Administrator or designee shall be authorized to purchase any item specifically budgeted up to \$10,000 in the open market. Official action by the Board shall be requested by the Administrator where it is required by law or in those instances where it appears to be in the best interests of the ESU. The purchase of items in excess of \$10,000 shall require Board approval.

Open market orders and contracts for the purchase of equipment, materials and supplies shall be awarded based on the following criteria:

- a. Quality of product.
- b. Suitability of product.
- c. Equality of price (or fairness of price).
- d. Conformance to specifications.
- e. Convenience of delivery.
- f. General reputation of business firms.
- g. Services to be provided to the ESU by supplier.
- h. Established relationship between supplier and the ESU.
- i. Ability to provide the goods or services under question.
- j. Ability to provide replacement parts for the goods to be purchased.
- k. Warranties offered on products.
- l. Adherence to State Law and Federal Regulations.
- m. Any other stipulations set forth in Board policy or by Board action with regard to purchasing decisions.

Local purchases will be preferred whenever the foregoing factors are considered to be substantially the same.

2. Purchases from \$10,000 up to \$40,000—Solicit Proposals. The Administrator or designee shall request the submission of bids, quotes or proposals for purchases, which have a cost from \$10,000 up to \$40,000. The Administrator or designee shall receive and evaluate all proposals and make a recommendation to the Board for acceptance. The Board reserves the right to reject any and all proposals, to waive any informality in any proposal, and to accept the proposal that it deems best serves the interests of the ESU; which may or may not be the lowest cost proposal.
3. Purchases of \$40,000 and above—Sealed Bids. The Administrator or designee shall advertise for sealed bids for purchases which have a cost of greater than \$40,000.
  - i. Bid instructions and specifications. The Administrator or designee shall prepare bid instructions that are clear and complete and conducive to competitive bidding. The bid instructions shall set forth all considerations necessary to bid and be consistent with any guidelines established by the Board.
  - ii. Advertisement. The notice to bidders shall be published appropriately in a manner that will allow for competition. Vendors and suppliers shall be invited to have their names placed on mailing lists to receive invitations to bid. When specifications are prepared, they will be mailed or made available to all vendors or suppliers who have indicated an interest in bidding.

- iii. Sealed bids. Bids must be submitted in sealed envelopes, addressed to the Board, and plainly marked with the name of the bid and the time of the bid opening.
- iv. Withdrawal of Bids and Late Bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.
- v. Bid Opening. Bids shall be opened at the time specified and all bidders and other persons shall be invited to be present. After the bids have been opened and tabulated, they shall be available for those interested to copy or study. They shall not, however, be removed from the ESU's offices.
- vi. Right to Reject. The Board reserves the right to reject any or all bids and to accept the bid which appears to be in the best interest of the ESU. Each bid notice should carry the notification that the ESU reserves the right to accept or reject any or all bids.

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| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

G. Construction Projects

The ESU shall bid every project for the construction, remodeling, or repair of any building or for site improvements when the contemplated expenditures for the project is in excess of \$109,000.00, or such sum as adjusted pursuant to §73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders. The Administrator or designee shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
2. Regular Manner of Advertisement for Bids. The notice to bidders shall be published one time in a newspaper of general circulation in the ESU. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board or Administrator may, in their sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening. When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
4. Contract Award. The contract shall be awarded to the lowest responsible bidder as and to the extent required by law. When not so required, the award shall be made

on the basis of consideration of the contract award criteria set forth in Board Policy for purchases of equipment, materials and supplies.

5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of \$10,000 or less unless the Board or Administrator includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the ESU.
  
6. Retention of an Architect or Engineer. The ESU shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed One Hundred and Eighteen Thousand Dollars (\$118,000), as adjusted from time to time by § 81-3445 or other applicable law.
  
7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the Board or Administration waives such requirement. The Board or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

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| Legal Reference:  | § 52-118 (construction performance and payment bonds)<br>§ 73-101 to § 73-106 (bidding construction projects)<br>§ 81-3445 (architect or engineer) |
| Date of Adoption: | June 14, 2022  |

H. Book Contracts

Contracts for the purchase of textbook units shall require the publisher or manufacturer to provide to the ESU, at no cost, (a) computer files or other electronic versions of each textbook title purchased and (b) the right to transcribe, reproduce, modify, and distribute each textbook title purchased in Braille, large print if the publisher or manufacturer does not offer a large-print edition, or other specialized accessible media exclusively for use by students in the same school district or educational service unit who are blind or visually impaired.

Such contracts shall also provide that: (a) within 30 days after receiving a request, the publisher or manufacturer shall provide computer files or other electronic versions of each textbook title purchased to the ESU; (b) the computer files or other electronic version shall maintain the structural integrity of the standard instructional materials, be compatible with commonly used Braille translation and speech synthesis software, and include corrections and revisions as may be necessary; (c) if the technology is not available to convert a math, science, or other nonliterary textbook into the format prescribed, the publisher or manufacturer shall not be required to provide computer files or other electronic versions of the textbook; and (d) upon the willful failure of the publisher or manufacturer to comply with the requirements of the contract, the publisher or manufacturer shall reimburse the ESU for the cost of creating such computer files or electronic versions.

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| Legal Reference:  | § 79-734.01     |
| Date of Adoption: | August 14, 2018 |

I. Services

Contractual services which by their nature are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill, where the ability or fitness of the individual plays an important part, are not subject to the competitive bidding process.

Every contract for services to be provided to the ESU shall require that the contractor use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Such requirement shall be deemed to be included and a part of the terms of every contract for services with the School District, including but not limited to oral contracts.

Contractual services which are determined to be suitable for competitive bidding, quotations, or proposals, will be awarded using the same procedures and criteria as established for the purchase of equipment, materials and supplies.

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| Legal Reference:  | Neb. Rev. Stat. § 4-114 |
| Date of Adoption: | August 14, 2018         |

J. Lease-Purchase

The Administrator or designee may enter into lease-purchase agreements on behalf of the ESU when the total commitment is below \$20,000. Lease-purchase agreements in excess of such amount require Board approval.

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| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

K. Rebates to Employees or Board Members

No employee or Board member shall receive a rebate, commission, expense-paid trip, or anything of value from individuals or companies from which the ESU makes purchases without

administrative approval. In cases that directly involve the Administrator, the Board shall be notified for approval.

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| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

## L. Technology Contracts

For any company that submits a bid or proposal for any technology-related product or service, and before entering into any contract with any company for any technology-related product or service, the company must certify that: (1) the company is not a “scrutinized company” (as defined by law); (2) the company will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and (3) any products or services to be provided do not originate with a scrutinized company. The ESU will not knowingly enter into any contract with any scrutinized company.

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| Legal Reference: | LB 1300 (2024) |
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## Section 6 Conflicts of Interest

### A. Use of Public Resources by Board Members and Employees

#### Restrictions on Use

No Board member or employee of ESU 1 shall use or authorize the use of his or her public office or any confidential information received through the holding of the public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which the individual is associated.

No Board member or employee shall use or authorize the use of ESU personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

No Board member or employee shall use or authorize the use of ESU resources for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. For purposes of this restriction, “ESU resources” means personnel, property, resources, or funds under the official care and control of the Board member or employee.

#### Authorized Uses

The uses described below are not authorized by employees, and violate this policy, where an employee’s use: (1) interferes with the conduct of ESU business; (2) interferes with the performance of the employee’s duties and responsibilities; (3) is contrary to another Board policy or a rule or directive set forth in an employee handbook or other employee communication device; (4) is contrary to a supervisor’s directive; or (5) the use is for the employee’s personal financial gain or potential for personal financial gain.

*Incidental or De Minimis Use:* Use of ESU resources by a Board member or employee which is incidental or de minimis does not constitute a violation of this policy.

*Personal Use as Part of Compensation:* Use of ESU resources for personal purposes is authorized by this policy if:

1. the use of the resource for personal purposes is part of the employee's compensation provided in an employment contract or is consistent with this policy; and
2. the personal use of the resource as compensation is reported in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid by the affected employee.

Employees who engage in such personal use shall, upon request of the Board or the administration, provide evidence to establish that the compensation has been reported and taxes paid as required by the Tax Code.

*Communication Devices:* A Board member or employee may use a telecommunication system, a cellular telephone, an electronic handheld device, or a computer under the control of the ESU for email, text messaging, a local call, or a long-distance call, to a child at home, a teacher, a doctor, a day care center, a baby-sitter, a family member, or any other person to inform any such person of an unexpected schedule change or for other essential personal business. Any such communication shall be kept to a minimum and shall not interfere with the conduct of ESU business or the performance of an employee's duties.

A Board member or employee shall be responsible for payment or reimbursement of charges (e.g. long distance charges), if any, that directly results from any such communication. The Board member or employee shall promptly report any such communication that results in an expense to ESU #1 to the Administrator or the Administrator's designee. The Administrator or the Administrator's designee shall establish procedures for reimbursement of charges incurred as a result of such communications.

Use of the District's Internet system for such communications shall not be permitted to the extent such use violates the terms of the E-Rate program, which restricts use of the Internet system to "educational purposes."

*Election Issues:* A Board member or the Administrator, in the normal course of his or her duties, may use ESU resources to research and prepare materials to assist the Board in determining the effect of a ballot question on the ESU.

Mass mailings, mass duplication, or other mass communications at ESU expense for the purpose of qualifying, supporting, or opposing a ballot question is not permitted. Mass communications does not include placing public records demonstrating the consequences of the passage or defeat of a ballot question affecting the ESU on its existing websites.

A Board member or employee may campaign for or against the qualification, passage, or defeat of

a ballot question or the nomination or election of a candidate when no ESU resources are used. An employee shall not engage in campaign activity for or against the qualification, passage, or defeat of a ballot question or the nomination or election of a candidate while on duty time.

A Board member or authorized employee may make ESU facilities available for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions of use.

The ESU Board may discuss and vote upon a resolution supporting or opposing a ballot question.

A Board member may respond to specific inquiries by the press or the public as to his or her opinion regarding a ballot question or provide information in response to a request for information.

A Board member or employee may identify himself or herself by his or her official title when communicating about a ballot question. Employees who do so shall clearly communicate that their communication is their personal opinion and does not reflect the position or views of the Board or the ESU unless express authorization is given by the Board or the Administrator.

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| Legal Reference:  | Neb. Rev. Stat. §§49-14,101.01 and 49-14,101.02 |
| Date of Adoption: | August 14, 2018                                 |

**B. Interest in Contracts**

Any contract whether oral or written, formal or informal, and including open accounts, is voidable if a member of the Board is directly or indirectly interested in the contract and legal reporting, and disclosure and abstention requirements are not met. Board members with such an interest shall therefore:

1. Make a declaration on the record regarding the nature of the interest prior to official consideration of the contract.
2. Not participate in consideration or discussion of the contract.
3. Not vote on the granting of the contract. Provided, if the number of members of the Board declaring an interest in the contract would prevent the Board with all members present from securing a quorum in the issue, then all members may vote on the matter.
4. Not in any way participate in the inspection, operation, administration or performance under the contract on the part of the ESU.

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|-------------------|-----------------|
| Legal Reference:  | § 49-14,103.01  |
| Date of Adoption: | August 14, 2018 |

**C. Other Conflict of Interest**

Members of the Board shall abstain from voting on matters on which they may have a conflict of interest. A conflict of interest for this purpose means a decision in the discharge of duties that may

cause financial benefit or detriment to the Board member, a member of the Board member's immediate family (which means a child residing in the Board member's household, a Board member's spouse or an individual claimed by that Board member or the Board member's spouse as a dependent for federal income tax purposes), or a business with which the Board member is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public.

The Board member with such a conflict of interest shall take the following actions as soon as the Board member is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

1. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict; and,
2. Deliver a copy of the statement to the Secretary of the Board, who shall enter the statement into the public records of the ESU.
3. Take such action as the Commission shall advise or prescribe to remove the Board member from influence over the action or decision in the matter.

A Board member shall nonetheless not be prevented from making or participating in the making of an ESU-related decision to the extent that the Board member's participation is legally required for the action or decision to be made. In such event, the Board member shall report the occurrence to the Commission. Nor shall a conflict of interest of a Board member prevent a Board member from serving on the Board or restrict the hiring or purchasing practices of the ESU.

To assist in compliance with the conflict of interest policies and laws, the Administrator or the Administrator's designee, shall provide each Board member with copies of state statutes of Nebraska pertaining to conflicts of interest at the organizational meeting in January of each year. In addition, any newly appointed or elected Board member shall be provided such statutes.

Further, when possible, the Administrator or the Administrator's designee shall provide each Board member with a list of financial matters on the agenda to come before the Board at the next regular meeting in sufficient detail to allow the Board member to identify potential conflicts of interest and report and receive advice from the Commission.

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| Legal Reference:  | § 49-1425; § 49-1499; § 49-14,101; § 49-14,102; § 49-14,103; § 49-103.01; § 49-14,103.02; § 49-14,103.03; § 49-14,103.04; § 49-14,103.05; § 49-14,103.06 |
| Date of Adoption: | August 14, 2018  |

**D. Reporting Procedures**

Any Board member who has a direct or indirect interest in a formal contract entered into with the ESU, or an open account, shall provide the Administrator with the following:

1. Names of the contracting parties.
2. Nature of the interest of the Board member.
3. Date that the contract was approved by the Board.

4. Amount of the contract.
5. Basic terms of the contract.

The above information shall be provided to the Administrator no later than ten (10) days after the contract has been signed by both parties. Such information shall be kept on a ledger, and shall be retained in the ledger for five (5) years from the date of the last day in office of the Board member. The ledger kept by the Administrator shall be available for public inspection during the normal working hours.

In the case of open accounts, the above information shall be filed within ten (10) days after the account is opened and thereafter the Board member shall file a revision to the statement within ten (10) days of each payment on the account specifying the date and amount of the payment.

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|-------------------|-----------------|
| Legal Reference:  | § 49-14,103.02  |
| Date of Adoption: | August 14, 2018 |

## **Section 7      Management of Property**

### **A.      Community Use of ESU Facilities**

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

#### **1.      Application for Use.**

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

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

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

#### **2.      Acceptance of Application for Use.**

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

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

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

- a. Uses that may conflict with or that disrupt the ESU's programs.
- b. Uses inconsistent with the mission of the ESU.
- c. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; either due to the nature of the requested use or the character of the group or individuals within the group.
- d. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.

- e. Uses for outside commercial activities except with approval of the Board; and except for camps and other activities for high school students subject to and consistent with Bylaws of the Nebraska School Activities Association.
- f. Uses that involve gambling or games of chance.
- g. Uses that involve a group or activity which advocates or condones the violent overthrow of the Constitution or of the government.
- h. Uses that involve the meetings of secret clubs not open to members of the public.
- i. Non-community type uses such as wedding receptions, slumber parties, personal use and similar activities.

Applications for use of facilities may be denied based on unsuitability of the date or time of the requested use. Facilities will generally not be available for community use at times when ESU staff are not available to monitor the Applicant's use, such as on legal holidays; before 7:00 a.m.; after 10:00 p.m. and Sunday mornings prior to Noon.

Leases of ESU facilities require approval of the Board. As such, Applications that request long-term use of facilities in the nature of a lease will be denied.

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

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

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

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

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

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

- a. Any of the reasons for non-acceptance of an application exist.

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

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

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

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

### 3. Conditions of Use.

The conditions for use are as follows:

- a. Compliance. Applicant agrees to:
  - i. Comply with all local, state and federal laws, including health and fire codes.
  - ii. Comply with Board policies concerning non-discrimination and the use of ESU facilities.
  - iii. Comply with reasonable administrative rules related to use of facilities and the requests of ESU officials related to the Applicant's use of the facility.
- b. Disclaim ESU Sponsorship. The ESU does not sponsor or endorse the Applicant or the activity or event conducted by the Applicant. To ensure that the public understands this fact, the Applicant agrees to not make any statements suggesting such sponsorship and to publish statements of non-ESU sponsorship in such form and manner as the administration may request.

- c. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:
- i. Is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property.
  - ii. Enters any area of the ESU facilities that the Applicant has not been given permission to use, or accesses any ESU records.
  - iii. Engages in the use of tobacco, alcohol, or illegal drugs, or is under the influence of alcohol or illegal drugs.
  - iv. Possesses a firearm or a weapon.
  - v. Engages in disorderly, lewd, or lascivious conduct.
  - vi. Engages in any criminal behavior.

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

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

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

- d. Condition of Premises. Applicant agrees to:
- i. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify an administrator. In the event the unsafe condition is not corrected prior to the activity or event, the Applicant shall postpone or cancel the activity or event.
  - ii. Not use or allow any ESU equipment to be used without express approval of ESU administration.
  - iii. Not bring or allow others to bring food or beverages on to ESU grounds without express approval of ESU administration.
  - iv. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
  - v. Not use any electrical equipment that has been brought onto the premises without express approval of ESU administration.
  - vi. Not allow the wearing of street shoes or shoes with black soles on gym floors or other protected surfaces.
  - vii. Not cause or allow others to cause damage to ESU facilities or equipment.

1. In the event damages are sustained, Applicant accepts responsibility for reimbursing the ESU for the cost of repair or replacement.
  2. Applicant agrees that the ESU administration's determination that damage was sustained in connection with the Applicant's use, and of the cost of repair or replacement, is controlling.
  3. Applicant shall immediately report to the ESU administration any damage to ESU facilities or equipment that occurs during the Applicant's use of ESU facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day.
- viii. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other ESU property to their proper location. The clean-up shall be promptly completed. In the event the ESU provides the clean-up service, Applicant agrees to reimburse the ESU for the cost of such clean-up.
- ix. Remove any property brought in by the Applicant and by any person attending the activity or event. The ESU is not responsible for any personal property that is left on the premises.
- e. Financial Responsibility. Applicant agrees to:
- i. Procure, at its own expense, a Comprehensive General Liability insurance policy naming the ESU as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.
  - ii. The insurance requirement is subject to waiver by the Administrator or the Administrator's designee where the intended use presents very little potential for injury or damage and the activity or event is designed to serve the ESU's staff or member schools or students of member schools.
  - iii. Indemnify and hold the ESU, the Board, ESU employees and agents of the ESU harmless from any and all claims, demands, causes of action, or lawsuits for any death or personal injury or damage to property sustained during, caused by or arising out of the Applicant's use of ESU facilities.

4. Fees for Use.

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

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

- a. Processing. Cost of processing the Application, postage, invoicing and coordination of the use.

- b. Access. Cost of providing access; such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.
- c. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use and for clean-up after the use.
- d. Kitchen. Cost of providing access to the kitchen facilities; as ordinarily any permitted use of the kitchen will require the presence of a member of the ESU responsible for the food service area.
- e. Special Equipment. Cost of making special equipment available such as sound and lighting set-up; as ordinarily any permitted use of special equipment will require the presence of a member of the ESU staff who is familiar with proper use of the equipment.
- f. Monitoring. Cost of administrative or other professional staff to monitor the Applicant's use to ensure compliance with the terms and conditions of the permitted use.
- g. Security. Cost of providing security services when determined to be needed for the activity or event.

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

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

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

## APPLICATION FOR USE OF ESU FACILITIES

Name of Organization Making Request: \_\_\_\_\_ Date: \_\_\_\_\_

**Type of Organization and Type of Activity or Event**

\_\_\_\_\_ Event or activity that is designed to serve the ESU's staff or member schools or students of member schools. *Describe:* \_\_\_\_\_

\_\_\_\_\_ Tax-supported agency such as educational entity or unit of city, county or state government. *Describe:* \_\_\_\_\_

\_\_\_\_\_ Nonprofit community agency such as a private educational agency. *Describe:* \_\_\_\_\_

\_\_\_\_\_ Group in which the majority of the members reside within the ESU. *Describe:* \_\_\_\_\_

\_\_\_\_\_ Other. *Describe:* \_\_\_\_\_

Facilities Requested. Building: \_\_\_\_\_ Areas: \_\_\_\_\_

**Dates & Times Requested:**

| Dates (From – To) | Time (From – To) | Repeating | # Wks. |
|-------------------|------------------|-----------|--------|
| _____             | _____            | Yes No    | _____  |
| _____             | _____            | Yes No    | _____  |
| _____             | _____            | Yes No    | _____  |

**Details of Use (Attach an additional explanation if needed)**

Describe the Type of Activity or Event: \_\_\_\_\_

No. of Anticipated Users and Spectators: \_\_\_\_\_ Concessions/Food Served: Yes No Describe: \_\_\_\_\_

Set Up or Tear Down Required by ESU: \_\_\_\_\_

Type of Cleaning Required During and Afterwards: \_\_\_\_\_

Special Equipment to be Used (ESU & Organization): \_\_\_\_\_

**Fees (To Be Completed by Administrator or Designee)**

| Type              | Amount |
|-------------------|--------|
| Processing        | _____  |
| Access            | _____  |
| Custodial         | _____  |
| Kitchen           | _____  |
| Special Equipment | _____  |
| Monitoring        | _____  |
| Security          | _____  |
| Total             | _____  |

|                  |          |
|------------------|----------|
| Advance Deposit  | \$ _____ |
| Date Deposit Due | _____    |

Applicant shall procure, at its own expense, a Comprehensive General Liability insurance policy naming the ESU as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.

Insurance requirement waived: Yes No (for ESU official to complete)

**Policy Compliance and Acceptance of Liability**

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

We have read, understand and agree to abide by the policies, rules and conditions on the use of these facilities on this form and in Board Policy. We understand that we are accepting the use of the facility from the ESU with no assurances or guarantees relative to their condition. It shall be our responsibility to check the facility to see that it is safe for our intended use. We take full responsibility for the facilities while they are being used by our group and will make full restitution for any and all damages which may occur while our group is using the facility. We agree to indemnify and hold the ESU harmless for any and all accidents and injuries to ourselves or others while we are using the facility regardless of the negligence of the ESU or its personnel. We assume full responsibility and liability for any injuries.

\_\_\_\_\_  
Name, Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name, Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B. Tobacco

The use of tobacco products is prohibited in all buildings and all vehicles owned or under the control of the ESU. Smoking is also prohibited in any outdoor areas where others may be affected by smoke, including areas near the entry of buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

|                   |                       |
|-------------------|-----------------------|
| Legal Reference:  | §§ 71-5716 to 71-5734 |
| Date of Adoption: | August 14, 2018       |

C. Weapons

No person shall bring or possess a firearm or any other dangerous weapon on any facility or in any vehicle owned or under the control of the ESU. This prohibition includes persons with a permit to carry a concealed handgun.

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| Legal Reference:  | § 69-2441       |
| Date of Adoption: | August 14, 2018 |

D. Trespassers

Restrictions on the use of ESU 1 buildings and property within the control of the ESU may be implemented by administrative action. The Board gives the Administrator and all administrative staff and their designees' full power and authority to implement and enforce restrictions on access to such property and to issue no trespassing commands and stay away/no trespassing letters. Such action shall be taken consistent with constitutional and other legal rights.

The Administrator and all administrative staff and their designees shall have full power and authority to direct any individual or group to leave any ESU building and any property within the control of the ESU and to stay away where such individual or group:

1. has failed to comply with identification or check-in procedures,
2. is determined by such administrators or designees to not have a legitimate purpose to be on the property, or
3. is determined by such administrators or designees to present a risk to the safety of building users (for example, if the person is a registered sex offender) or a risk of disruption to the operations or programs of the ESU.

A refusal to leave or stay away as directed will be considered trespassing and shall be reported by the administrators or their designees to proper law enforcement authorities.

|                   |                     |
|-------------------|---------------------|
| Legal Reference:  | §§ 28-520 to 28-522 |
| Date of Adoption: | August 14, 2018     |

E. Distribution of Materials

Distribution of printed or other material on ESU property is prohibited if such distribution:

1. Interferes or reasonably can be forecast to interfere with the ESU’s operations;
2. Involves offensive material (obscene, profane, abusive, advocates or promotes violence or action contrary to the mission of the ESU); or
3. Is primarily commercial or business advertisement or solicits funds.

Distribution of materials inside ESU buildings must have prior authorization from the Administrator or designee.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

F. Bulletin Boards and Web Page

ESU bulletin boards and electronic media (web page) and other communication devices are maintained for the purposes of conveying information about ESU activities and programs and for educational purposes related to such activities and programs. The ESU’s communication devices are designated as non-public forums, meaning that the devices are not open for public use.

Information posted or displayed on the ESU’s communication devices may not include political advertising, communications promoting particular religious beliefs, controversial topics or positions not consistent with the mission of the ESU, or communications that promote activities not suitable for school-age children.

Any website links on the ESU web page that are permitted to be posted shall not be considered to be endorsed or sponsored by the ESU. The ESU makes no representations or warranties of any kind with regard any such links.

|                   |                 |
|-------------------|-----------------|
| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

G. Internet Safety Policy

It is the policy of the ESU to comply with the Children’s Internet Protection Act (CIPA) and Children’s Online Privacy Protection Act (COPPA). With respect to the ESU’s computer network, the ESU shall: (a) protect against user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) protect against unauthorized access, including so-called “hacking,” and other unlawful activities online; (d) protect against unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors’ access to materials (visual or non-visual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. “Inappropriate material” for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term “harmful to minors” means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or “Internet filters”) shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the ESU’s online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called ‘hacking,’ and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
4. Supervision and Monitoring. It shall be the responsibility of all members of the ESU staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Administrator and the Administrator’s designees.
5. Parental Consent. The ESU shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.
6. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

|                   |   |
|-------------------|---|
| Legal Reference:  | 47 USC § 254 (Children’s Internet Protection Act) |
| Date of Adoption: | August 14, 2018                                   |

H. Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to the ESU’s Internet Safety Policy.

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the ESU or made available by the ESU. Technology

resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.

2. Access and User Agreements. Use of the ESU technology resources is a privilege and not a right. The Administrator or designee shall develop appropriate user agreements and shall require employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Administrator determines appropriate. Parents and guardians of students in programs operated by the ESU shall inform the Administrator or designee in writing if they do not want their child to have access.

The Administrator and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. The ESU reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the ESU's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.

4. Unacceptable Uses.

The following are unacceptable uses of the technology resources:

- a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. **Personal Matters:** Technology resources shall not be used, and no person shall authorize its use, for personal matters unless the User has entered into a lease agreement or other similar agreement with the ESU that makes such use permissible under law.

Occasional use that the Administrator or designee determines to ultimately facilitate the mission of the ESU is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the ESU: sending an e-mail to a minor child or spouse; sending an e-mail related to a community group in which an employee is a member where the membership in the community group facilitates the ESU's mission.

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play

games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for personal use; or sending an e-mail related to one's own private consulting business.

- c. Campaigning: Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
  
- d. Technology-Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation,
  - 1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
  - 2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
  - 3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
  - 4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
  - 5. Users shall not copy, change, or transfer any software without permission from the network administrators.
  - 6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
  - 7. Users shall not engage in any form of vandalism of the technology resources.
  - 8. Users shall follow the generally accepted rules of network etiquette. The Administrator or designees may further define such rules.
  
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any ESU policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
  - 1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
  - 2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.

3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the ESU is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
  4. to engage in or promote violations of student conduct rules.
  5. to engage in illegal activity, such as gambling.
  6. in a manner contrary to copyright laws.
  7. in a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The ESU does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The ESU is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the ESU may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed ESU training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the ESU’s computers or Internet system. All technology equipment shall be used under the supervision of the Administrator and the Administrator’s designees.

8. Sanctions. Violation of the policies and procedures concerning the use of the ESU technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

|                   |  |
|-------------------|--|
| Legal Reference:  | 47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)<br>§ 49-14,101.01 (Political Accountability and Disclosure Act)<br>Children’s Online Privacy Protection Act, 15 U.S.C. § 6501 |
| Date of Adoption: | August 14, 2018  |

I. Recording of Others

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either (1) the person or persons being recorded or whose image or sound is being transmitted or (2) the Administrator or Administrator’s designee. This prohibition applies to all persons, including staff, students and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to ESU-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

ESU #1  
Addition to Employee Code of Conduct  
*Appendix "1"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

ADMINISTRATORS, FACULTY AND STAFF AGREEMENT

In order to make sure that all members of ESU #1's community understand and agree to these rules of conduct for use of the e-mail and Internet systems of the agency, ESU #1 asks that you, as an administrator, faculty member, or staff member user, sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the ESU #1 and I understand and will abide by those agency guidelines and conditions for the use of the facilities of ESU #1 and access to the Internet. I further understand that any violation of the agency guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. Agency disciplinary action and/or appropriate legal action will be taken.

I agree not to hold ESU #1, any of its employees, or any institution providing network access to ESU #1 responsible for the performance of the system or the content of any material accessed through it.

Employee's Name \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

ESU #1  
Addition to Student Code of Conduct  
*Appendix "2"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

STUDENT'S AGREEMENT

In order to make sure that all members of ESU #1's community understand and agree to these rules of conduct ESU #1 asks that you, as a student user, sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the ESU #1 and I understand and will abide by those agency guidelines and conditions for the use of the facilities of ESU #1 and access to the Internet. I further understand that any violation of the agency guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. Agency disciplinary action and/or appropriate legal action will be taken.

I agree not to hold ESU #1, any of its employees, or any institution providing network access to ESU #1 responsible for the performance of the system or the content of any material accessed through it.

Student's Name \_\_\_\_\_

Student's Signature \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

ESU #1  
Addition to Student Code of Conduct  
*Appendix "3"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

PARENT'S AGREEMENT

In order to make sure that all members of ESU #1's community understand and agree to these rules of conduct ESU #1 asks that you, as a parent/guardian sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the ESU #1. As parent/guardian of the student named below, I grant permission for my son or daughter to access networked computer services such as electronic mail (e-mail) and the Internet. I understand that this free access is designed for educational purposes. I also understand that individuals may be held liable for violations of those Terms and Conditions. However, I also recognize that it is impossible to restrict access to all controversial materials and I will not hold ESU #1 responsible for materials acquired or sent via the network.

I agree not to hold ESU #1, any of its employees, or any institution providing network access to ESU #1 responsible for the performance of the system or the content of any material accessed through it.

Student's Name \_\_\_\_\_

Parent's Signature \_\_\_\_\_ Date: \_\_\_\_\_

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

J. Fire Drills

Fire drills shall be conducted at such times and manner as is required by the State Fire Marshal. The frequency of the fire drills shall be as follows:

1. at a sufficient frequency to familiarize occupants with the drill procedure as a matter of routine;
2. every month in each ESU #1 building in which the facility is in session;
3. subject to the exception that a monthly drill may be deferred in months of severe weather, provided that the required number of annual drills is achieved and not less than four are conducted before the drills are deferred; and
4. one additional drill shall be conducted within the first 30 days of an ESU #1 school year.

The manner of conducting fire drills shall be as follows:

1. emphasis shall be on conducting an orderly evacuation, rather than speed;
2. under varying conditions and at expected and unexpected times;
3. participants shall relocate to a predetermined location and remain until recalled or dismissed; and
4. all emergency and relocation drill alarms shall be sounded

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| Date of Adoption: | August 11, 2015 |
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K. Crisis Plans

Crisis Plans for emergency responses and directions for tornado, evacuation, lockdown, lockout, shelter in place and fire drill activities have been developed. To be in compliance with the fire code, there are to be nine fire evacuation exercises each ESU #1 school year. Two tornado drills are to be exercised and two lockdown drills practiced each ESU #1 school year.

Since many parents may not be at home, all children and faculty will be normally retained at the ESU #1 building in case of extreme emergency. The ESU #1 notification system will be activated to inform parents and guardians regarding where children may be picked up at ESU #1 facility or at the evacuation site.

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| Legal Reference:  | Neb. Rev. Stat. §79-706 |
| Date of Adoption: | August 11, 2012         |

**Section 8 Disposal of Property**

The Administrator or designee is authorized and directed to dispose of books, furniture, equipment, real estate and other property which is no longer of use to the ESU. Items which are of little or no value will be discarded or recycled, as appropriate. Items which are discarded remain the property of the ESU until no longer within its control. As such, employees are not to pull discarded items

from the trash for personal use without express permission of the Administrator or designee, and proper payment where determined appropriate.

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

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

1. The intention to sell shall be publicized, via newsletter, an ESU bulletin board or webpage posting, an NSBA, NCSA or similar association webpage or publication, a newspaper advertisement, or other means suitable to the value and nature of the property.
2. Real estate will be sold to the highest bidder, except that a minimum acceptable price may be established prior to bidding.
3. Items shall in general be sold to the highest offer or highest bidder. However, where the item or related grouping of items which has a value less than \$5,000, preference may be given to, and a lower offer accepted from, buyers within the following order of priority: an ESU member school, another ESU, another political subdivision within the ESU, a charitable organization active within the ESU boundaries, and another political subdivision.

Items which are offered for sale in an approved manner which are not sold after a reasonable period of time may be considered to have no value and may be disposed of as determined by the Administrator or designee and reported to the Board.

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| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

## **Section 9      Records Management**

### **A.      Records Management and Disposition**

1.      General Standard. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State's schedules for retention and disposition of public records.
2.      Records Officer. The Administrator is hereby designated as the records officer of the ESU for purposes of this policy. Any questions about the type or category of a record or the required retention period for it should be addressed to the records officer.
3.      Electronic Messages. Electronic messages are communications using an electronic system for the conduct of ESU \_\_\_ business internally, between other state and local government agencies, and with parents, students, patrons and others in the outside world. These messages may be in the form of e-mail, electronic document

exchange (electronic fax), and electronic data interchange (EDI). In this policy, the terms electronic messages and e-mail are used, depending on the context, to mean the same thing. ESU \_\_\_'s electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:

- a. *End-User Management.* End-user means anyone who creates or receives electronic messages on the ESU's electronic system. Electronic messages are to be managed at the end-user's desktop rather than from a central point. Each end-user is responsible for organizing, managing and disposing of records that are part of his or her desktop computer.
- b. *Categories for Retention.* Electronic messages fall within three categories: (1) transitory messages; (2) records with a less than permanent retention period; and (3) records with a permanent retention period. End-users are to organize, store, retain and dispose of electronic messages according to these three categories. This means determining which electronic messages require long-term retention, determining who is responsible for making this decision, and establishing storage and disposition requirements for electronic messages.
  - i. *Transitory messages.* Transitory messages include copies posted to several persons and casual and routine communications similar to telephone conversations. For example, as determined on an individual case-by-case basis by the end-user, transitory messages include certain embryonic materials, notes or drafts; unwanted and unneeded "junk" mail; "personal" mail for employees not related to ESU business; unsolicited sectarian, religious, partisan, political or commercial messages, or political advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages. Employees sending or receiving such communications may delete them immediately without obtaining approval.
  - ii. *Less than permanent retention records.* These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. Employees creating or receiving such communications may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records should be referred to the records officer.
  - iii. *Permanent/archival retention records.* These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records should be made by the records officer in consultation with NSHS, and the State Records

Administrator about either transferring the records or maintaining them in the agency of origin. If the transfer decision is made, the method, frequency and format of the transfer should be determined cooperatively by the records officer, the NSHS, and the State Records Administrator.

- c. *Electronic Storage Limitations.* ESU 1's computer systems have storage limitations. E-mails are deleted by the computer system within five (5) days to avoid operational problems. End-users are instructed that electronic messages that are required to be maintained past that time period should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. The retention period for the particular record is the best indicator of which storage medium or format to choose.
- d. *Proper Use of Electronic Messages.*
  - i. *Non-Discrimination.* Electronic messaging is not permitted to be used to promote discrimination on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities.
  - ii. *Permissible Use.* Electronic messaging is to be used only for purposes that are consistent with the mission of ESU 1. Electronic messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that represents a form of the employee's compensation. Electronic messaging is not permitted to be used for personal financial gain or for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. Electronic messaging is not permitted to be used for purposes of assisting a non-profit organization except when and to the extent such use serves a purpose consistent with the mission of ESU 1 or facilitates ESU 1 business.
  - iii. *Conduct.* Employees shall not read electronic messages received by another employee when there is no work-related purpose for doing so, send electronic messages under another employee's name without the employee's consent or administrative authorization, or change or alter any portion of a previously sent electronic message without administrative authorization.
  - iv. *Other Regulations.* Electronic messaging is subject to all requirements of ESU 1's computer use policies and may be monitored and accessed at any time without prior notice. ESU 1 has

complete authority to regulate all electronic messaging. Electronic messaging is a privilege and not a property right and is not a public forum. Electronic messaging is made available subject to all board policy and regulations, these regulations, administrative guidelines, use agreements, handbook provisions, and all administrative orders or directives as issued from time to time.

4. Electronic Records. All books, papers, documents, reports, and records kept by the ESU may be retained as electronic records. Minutes of the meetings of the Board may be kept as an electronic record.
5. Litigation Holds. When litigation against ESU 1 or its employees is filed or threatened, ESU 1 will take all reasonable action to preserve all documents and records that pertain to the issue. Such action will in particular be taken when the litigation may be filed in federal court or otherwise subject to federal rules of discovery.

As soon as ESU 1 is made aware of pending or threatened litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

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

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

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

6. Settlement Agreements

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

The record for all such claims settled in the amount of fifty thousand dollars or more (or one percent of the total annual budget of the School District, whichever is less) shall include a written executed settlement agreement. The settlement

agreement shall contain a brief description of the claim, the party or parties released under the settlement, and the amount of the financial compensation, if any, paid by or to the School District or on its behalf. Any such settlement agreement shall be included as an agenda item on the next regularly scheduled public meeting of the ESU#1 Board for informational purposes or for approval if required.

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

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

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| Legal Reference:  | §§ 84-712 to 84-712.09; §§ 84-1201 to 84-1227<br>Laws 2010, LB 742<br>State Records Administrator Guidelines:<br>Schedule 10: Records of Local School Districts (Feb. 1989)<br>Schedule 24: Local Agencies General Records (March 2005)<br>Electronic Imaging Guidelines (March 2003) |
| Date of Adoption: | August 14, 2018   |

B. Student Records

1. Legal Compliance. Records related to students served by the ESU shall be maintained in compliance with state and federal law.
2. Relationship with Schools Served. Each school district shall be notified as to the nature and types of student data items which are being collected and maintained in ESU files for their students who are being served by the ESU. Written permission to release confidential (non-directory) information from records related to students served by the ESU will be obtained from the appropriate school district before release to persons other than ESU officials or the parent or eligible student, except where the release is required by law.
3. Confidentiality. Student files and other education records shall not be released or divulged except in compliance with state and federal law.

ESU and school officials may have access to only those education records in which they have a legitimate educational interest, unless the parent has given written and dated consent for the access. An ESU employee who violates this restriction shall be subject to disciplinary action up to and including termination.

An ESU or school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility and effectively provide the function or service for which they are responsible.

An official who is authorized to have access to education records is a person employed by the ESU, or by the school district in which the student is enrolled, as an administrator, supervisor, instructor or support staff member (including health

or medical staff and law enforcement unit personnel); a person serving on the ESU Board or the student's school board; a person or company with whom the ESU or the school district has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); and a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another authorized official in performing his or her tasks.

To the extent permitted by law, contractors, consultants and volunteers may be permitted to have access to education records where they are performing a function or service that would otherwise be done by an ESU employee or an employee of the school district in which the student is enrolled. Their access is limited to education records in which they have a legitimate educational interest; which means records needed to effectively provide the function or service for which they are responsible.

A parent or guardian of a student or former student, and a student or former student who is eighteen (18) years of age or older, shall be given the opportunity upon request to inspect and review the education records of the student or former student. Non-custodial parents will be provided full and equal access to the education records of his or her child unless there is a court order to the contrary.

4. Separate Disciplinary Files. Student files or records shall be so maintained so as to separate disciplinary matters from academic or other service matters. All disciplinary material in a student's file shall be removed and, upon the ending of ESU services to the student, released to the school district in which the student is enrolled for destruction in accordance with law.
5. Request for Records Amendment. Parents and eligible students (a student who has reached 18 years of age or is attending an institution of postsecondary education) have the right to challenge any information contained in the records that they believe is inaccurate, misleading or violates the privacy rights of the student. Such a challenge may be made by making a written request to the Administrator or designee to amend the records. If the record in question is a record generated by the school district in which the student is enrolled, the challenge shall be forwarded to such school district for action. If the record is an ESU education record, the Administrator or designee shall determine whether to amend the education record as requested. If a decision is made not to amend the education records in accordance with the request, the Administrator or designee shall so inform the parents of the student. The parent shall be advised of the right to a hearing. If a hearing is requested, the Administrator or designee shall conduct a hearing (or delegate the role to another official who does not have a direct interest in the outcome of the hearing) and provide the parent or eligible student a full and fair opportunity to present evidence relevant to the issues raised in conformance with applicable law.
6. Disposition of Records. Personally identifiable student data generated by or received by the ESU for those student referred from contracting school districts will be considered to be the property of the school district in which the student is or was

enrolled. Five years after special education data is no longer needed to provide educational services, the ESU shall return to the appropriate school district all records that have been received or generated by the ESU for disposal in accordance with law.

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| Legal Reference:  | §§ 42-364(4) & 42-381<br>§§ 79-2,104 & 79-2,105<br>§ 79-539<br>§§ 84-712 to 84-712.09; §§ 84-1201 to 84-1227<br>20 U.S.C. 1232g (FERPA)<br>NDE Rule 51, section 9.01<br>State Records Administrator Guidelines:<br>Schedule 10: Records of Local School Districts (Feb. 1989)<br>Schedule 24: Local Agencies General Records (March 2005)<br>Electronic Imaging Guidelines (March 2003) |
| Date of Adoption: | August 14, 2018   |

**Section 10    Comments and Complaints**

A.    Communications to the Board

The ESU Board recognizes the necessity for open communication with member school districts, students, parents, employees and patrons but is also aware that a procedure for processing concerns and complaints is imperative to efficient operations of the ESU. It is the intent of the Board that concerns and complaints be resolved at the lowest possible level.

1.    Complaints Made to Individual Board Members. Members of the Board have no authority or power to act on behalf of the Board or the ESU except when acting as a member of the entire Board at a duly called board meeting or when acting with express, specific authority granted by the Board or by law. The Board and the ESU shall not be bound in any way by the action or statement on the part of any individual Board member or committee, except when such statement or action is taken or made in conformance with express, specific authority granted by the Board or by law.

Should any member of the Board be approached with a concern or complaint, the member should:

- a. Listen attentively to the concerns but not take any inflexible position.
- b. Instruct the individual about the ESU’s process for resolving concerns and complaints and direct the individual to the appropriate complaint or grievance procedure or to the Administrator for information concerning such procedures. If the concern or complaint involves an employee, the individual should be informed to discuss the matter with the employee first.
- c. Inform the Administrator of the concern.

2. Complaints Made to the Board. Concerns or complaints may be made to the Board at a duly called Board meeting at such time as the agenda provides for public participation or comment.

In the event the complaint involves a personnel matter relating to an employee of the ESU, the individual raising the complaint shall be directed to first exhaust the appropriate complaint or grievance procedure. The Board shall not respond or take action on such a complaint until such complaint or grievance procedure has been exhausted, unless it is determined by the Board, under the circumstances, that an immediate response or action is required.

Individuals raising concerns or complaints involving non-personnel matters which may be the subject of a complaint or grievance procedure may also be directed to first use such complaint or grievance procedure.

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| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

#### B. Complaints or Concerns of Employees

Employees are to inform the ESU of any complaints or concerns about the operations of the ESU using the established chain of command (immediate supervisor, next higher level supervisor, etc.) on all matters that require administrative attention; that is, on all matters or issues that their job responsibilities require them to report to a supervisor.

It is important to the efficient and successful operation of the ESU and a duty of all ESU employees to share any such complaints or concerns in a responsible, professional manner such as to: (1) not disrupt the proper functioning of their office, department, or position, (2) not undermine the authority of their co-workers, supervisors, or superiors, (3) maintain close working relationships with their co-workers, supervisors, and superiors, and (4) ensure that all applicable laws and regulations are followed. All employee official communications must be accurate, demonstrate sound judgment, and promote the ESU's mission. Employees must ensure that all applicable laws and regulations are followed by the ESU and its employees. In the event an employee becomes aware of any such non-compliance, the employee is to report such to the employee's immediate supervisor (or the next higher level, if the supervisor is responsible for the problem) and maintain the confidentiality of the report so that the problem can be appropriately corrected in the best interests of the ESU.

Employees are to use the appropriate complaint or grievance mechanism for matters involving discrimination or harassment or other established mechanism specific to the nature of the complaint or concern.

The ESU will not tolerate unlawful retaliation against an employee for engaging in legally protected activity. A protected activity includes an employee's act of opposing an unlawful practice prohibited by employment discrimination or other laws that protect the conduct in question. Any act of unlawful retaliation by a supervisor or other employee may result in serious disciplinary action up to and including termination. Any employee may file a complaint with the

Administrator or appropriate Coordinator if the employee feels that they have experienced unlawful retaliation in any form.

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| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |

C. Comments and Complaints of Parents and Patrons

Parents and patrons may file comments/complaints with the Administrator. Forms are available in the office of each building. These forms are intended to help resolve issues, arbitrate disputes, facilitate understanding, recognize achievements, and commend success.

Forms that have been properly filed with the Administrator which directly involve a staff member shall be forwarded to the staff member’s immediate supervisor for analysis, discussion, and resolution. The forms shall be retained in a separate confidential file in the office of the staff member’s immediate supervisor for a period of three years. At the end of the three year period they may be discarded. Comment forms shall not be placed in the staff member’s personnel files unless deemed appropriate by the Administrator or immediate supervisor.

It is the policy of the ESU to encourage communications from parents concerning when a parent believes it to be appropriate for the student to be excused from testing, classroom instruction, surveys and other educational experiences that the parent may find objectionable. The Administrator or designee shall make a provision on the complaint form hereinabove described for receiving information from a parent concerning what specific testing, classroom instruction, or other educational experience the parent finds objectionable, the basis for the parent’s objection and a proposed solution for dealing with the objection that would be satisfactory to the parent. The notifications required by law to be given to parents on matters affecting privacy are to be given by the school district in which the student is enrolled. Complaints concerning such matters shall be resolved consistent with the applicable policies of the school district in which the student is enrolled.

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| Legal Reference:  | § 79-533 (parental involvement)<br>20 U.S.C. § 1232h (surveys) |
| Date of Adoption: | August 14, 2018  |

D. Complaints Involving Instructional Materials

Instructional materials are to be selected by the ESU administration and approved by the ESU Board in a manner that best meets the educational and instructional objectives of the ESU and the needs of those served by the ESU. Occasional objections to materials may be voiced despite the care taken in selection and qualification of the personnel selecting materials.

The following procedures apply to complaints involving instructional materials:

1. Complaints must be presented in writing to the Administrator. The complaint must specify: the name of the author, title, the publisher, and the objections by page and items; or in case of materials other than printed material, written information specifying the precise nature of the objection shall be given. The statement must be signed and identified in such a way that a proper reply will be possible. The

Administrator or designee may develop a specific complaint form for this purpose which shall be used if in existence.

2. The Administrator will acknowledge the receipt of the complaint and answer any questions regarding procedure.
3. The Administrator will then notify the department coordinator and the employee(s) involved. The Administrator will determine whether the complaint should be considered an individual request or if an ESU-wide review committee shall be activated to reevaluate the material.
4. The use of challenged materials shall not be restricted until final disposition has been made by the appropriate review committee, however, individuals may be excused from using challenged materials.
5. In considering the challenged materials, the review committee shall consider the educational philosophy of the ESU, the professional opinions of teachers or employees of the same subject and of other competent authorities, review of materials by reputable bodies, the complainant's stated objections in using or use of the materials.
6. The ESU review committee shall make a determination on the complaint within a reasonable time period considering the nature of the challenged materials, the current or pending use, scheduling conflicts of committee members, and the complexity of the objections made. The findings of the ESU review committee shall be a matter of written record and transmitted to the Administrator who will determine how interested parties shall be notified.
7. In the event the complainant is not satisfied with the findings of the ESU review committee, the complainant may request that the complaint be reviewed by the ESU Board. The Board will then determine whether to consider the complaint beyond the action of the ESU review committee; if the Board chooses to do so, the Board will proceed to consider the complaint. A decision by the Board (either to not proceed further on the complaint, or to respond as a Board to the complaint) shall conclude the appeal process available within the ESU system.
8. Once resolved, the same or substantially similar complaints involving the same or similar materials need not be reviewed using the foregoing complaint process and instead may be resolved by the Administrator or designee.

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| Legal Reference:  |                 |
| Date of Adoption: | August 14, 2018 |



**--YOUR ANNUAL MEMBERSHIP PROVIDES SUPPORT FOR --**  
Nebraska Rural Community Schools Association

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| <p><b><u>STATE LEGISLATIVE ADVOCACY</u></b><br/>NRCSA is active in representing rural public schools in the Unicameral. The Executive Director is the main spokesperson for NRCSA, but is also represented by the lobbying firm of Nowka and Edwards. NRCSA's Legislative Committee includes 20 Superintendents from member schools and helps to direct the legislative efforts of the organization.</p>   | <p><b><u>RURAL ADVOCACY</u></b><br/>NRCSA is the only organization that speaks solely on behalf of public rural schools in the State of Nebraska. Other groups do a great job of representing their members, but at times cannot take a stand as they represent both very large and smaller districts. NRCSA is not necessarily tied down along those lines.</p>                                   | <p><b><u>SUPERINTENDENT SEARCHES</u></b><br/>NRCSA's Superintendent Search Service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska. The service is available to all Nebraska school districts, with member districts paying a lower rate than non-member districts. A professional cost effective proposal and fee structure is available upon request.</p> |
| <p><b><u>PLANNING WORKSHOPS</u></b><br/>The NRCSA Planning Support Service is an elective service that assists districts in planning and goal-setting. The service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska.</p>  | <p><b><u>NATIONAL ADVOCACY</u></b><br/>NRCSA is a member of the National Rural Education Advocacy Consortium (NREAC), which represents the interests of rural public schools in national forums where education issues are decided.</p>  | <p><b><u>PRINCIPAL SEARCHES</u></b><br/>During the 2022-23 year, NRCSA added a Principal Search service. NRCSA consultants will work with the Superintendent to conduct a search for Principal candidates.</p>  |
| <p><b><u>COMMUNICATIONS</u></b><br/>NRCSA provides regular updates from the Executive Director to member schools. A more in-depth update is provided to all members just prior to monthly Board of Education meetings. The NRCSA webpage is <a href="http://www.nrcsa.net">www.nrcsa.net</a>. NRCSA also has a social media presence on Twitter (@NRCSA1980) and on Facebook (<a href="http://www.facebook.com/nrcsahome">www.facebook.com/nrcsahome</a>).</p> | <p><b><u>SPRING CONFERENCE</u></b><br/>NRCSA offers an annual conference in Kearney in March. The conference targets issues and interests of rural schools. An opportunity is created to network with other rural school districts and to interact directly with policymakers and NRCSA leaders.</p>   | <p><b><u>LEGISLATIVE FORUM</u></b><br/>During each legislative session NRCSA offers a forum for Board members and administrators. The forum provides the opportunity to hear from Senators as to what is happening in the Unicameral, as well as to provide input to Senators. The forum is held in Lincoln.</p>  |
| <p><b><u>DISTRICT MEETINGS</u></b><br/>Each fall NRCSA conducts a meeting in each of the six membership districts. These meetings provide an opportunity for rural schools to connect with NRCSA leadership on a face-to-face basis</p>  | <p><b><u>US BANK ONE CARD PROGRAM</u></b><br/>NRCSA has partnered with US Bank to provide this unique purchase card program for school districts. Individual school districts decide which staff members receive purchase cards. The district has control over where purchases can be made and for what amounts. This can be especially helpful when sending sponsors out with student groups.</p> | <p><b><u>NRCSA AWARDS</u></b><br/>NRCSA annually recognizes individuals who are outstanding at serving member districts. At the Spring Conference each year NRCSA recognizes an Outstanding Elementary Teacher, Secondary Teacher, Classified Staff Member, ESU Staff Member, Music Teacher, Principal, Board of Education Member, and Superintendent/ESU Administrator.</p>  |
| <p><b><u>NRCSA EXECUTIVE BOARD</u></b><br/>The 10-member Executive Board provides leadership and direction for the organization. Each of the six NRCSA districts is represented by at least one Superintendent from a district within the district.</p>  | <p><b><u>NRCSA SCHOLARSHIPS</u></b><br/>NRCSA annually awards 20 \$2,000 scholarships to high school seniors from NRCSA-member schools who are entering college with the goal of becoming school teachers. NRCSA also presents two \$2,000 Gary Fisher Scholarships to high school seniors going into the fine arts.</p>   | <p><b><u>EXCESS EQUIPMENT CLEARINGHOUSE</u></b><br/>A free service to member districts and ESUs is the opportunity to post items for sale to all other members. Items such as vehicles, scoreboards, weight equipment, and text books have been posted on behalf of members.</p>  |
| <p><b><u>NEBRASKANS UNITED</u></b><br/>NRCSA is a strong member of this group which includes most education and ag-related organizations in the State. The purpose is to work to provide property tax relief, as well as to protect and promote funding to public education.</p>   | <p><b><u>CORONAVIRUS ISSUES</u></b><br/>Over 100 NRCSA member Superintendents and ESU Administrators worked together to produce NRCSA's Reopening Document to help districts develop their own plans for reopening school in the fall. Over 70 rural educators worked together to develop Remote Learning Assistance sites for teachers and administrators.</p>                                    | <p><b><u>LEADERSHIP OPPORTUNITIES</u></b><br/>Each year there are over 70 leadership positions on the Executive Committee or other NRCSA committees that provide opportunities for member Superintendents.</p>  |
| <p><b><u>EDUCATION ASSOCIATIONS COALITION</u></b><br/>NRCSA is an active member of this group that is comprised of all of the major education associations in the state. The purpose of the group is to work together on legislative issues facing public education.</p>   | <p><b><u>NATIONAL RURAL EDUCATION ASSOCIATION</u></b><br/>NRCSA is a strong member of the NREA. The NREA provides leadership on issues facing rural education on the national level. Dr. Jon Habben, former NRCSA Executive Director of NRCSA, has served as the President of NREA the past two years.</p>   | <p><b><u>RURAL TEACHER SHORTAGE</u></b><br/>NRCSA has started a Rural Teacher Committee that was established to find ways to address the shortage of teachers in rural schools. Twelve member Superintendents work with representatives from Chadron State College, Wayne State College, and Peru State College in this work</p>  |

"QUALITY RURAL SCHOOLS"

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