Regular Board of Directors Meeting

Educational Service Unit 7, Oak Room
2657 44th Avenue
Columbus, NE 68601-8537
Monday, August 17, 2020 at 5:30 PM

Attendance Taken at 5:32 PM.

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

Present: 8, Absent: 2.

{{Name: Agenda Item Name}}
{{Rationale: Agenda Item Rationale}}
{{Actions: Agenda Item Actions}}
{{Discussion: Agenda Item Discussion}}{{AgendaItemEnd}}

1. **Call the Meeting to Order**

2.

3. **LEADERSHIP • SERVICE • SUPPORT**

4.

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

6.

Vice President Gary Wieseler conducted the meeting.

1. Notification of Open Meetings Law

2. This meeting has been preceded by reasonable advance notice and is hereby declared to be in open session. A copy of the Open Meetings Act is posted in the meeting room.
3.

4. Roll Call

Roll Call taken at 5:32pm

5. Absent Board Members

6. **Recommendation**: Discuss, consider and take action to approve the Board member absences.
7.

8. Approval of Board Member absences as presented Passed with a motion by Jennifer Miller and a second by Richard Stephens.

9. Marni Danhauer:	10. Absent
11. Doug Pauley:	12. Absent
13. Joyce Baumert:	14. Yea
15. Donald Ellison:	16. Yea
17. Dan Hoesly:	18. Yea
19. Richard Luebbe:	20. Yea
21. Jennifer Miller:	22. Yea
23. Richard Stephens:	24. Yea
25. Gary Wieseler:	26. Yea
27. Jack Young:	28. Yea

29. Yea: 8, Nay: 0, Absent: 2
30.

Marni Danhauer absent due to personal reasons.

Doug Pauley absent due to personal reasons.

31. Pledge of Allegiance

All members present participated in the Pledge of Allegiance.

7. Approval of Agenda

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

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

9.

10. Agenda as presented Passed with a motion by Donald Ellison and a second by Jennifer Miller.

11. Marni Danhauer:	12. Absent
13. Doug Pauley:	14. Absent
15. Joyce Baumert:	16. Yea
17. Donald Ellison:	18. Yea
19. Dan Hoesly:	20. Yea
21. Richard Luebbe:	22. Yea
23. Jennifer Miller:	24. Yea
25. Richard Stephens:	26. Yea
27. Gary Wieseler:	28. Yea
29. Jack Young:	30. Yea

31. Yea: 8, Nay: 0, Absent: 2
32.

33. Welcome Visitors

No visitors present.

34. Public Comment

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

Citizens wishing to address the Board on a certain agenda item must notify the Educational Service Unit Administrator prior to the board meeting. Citizens wishing to present petitions to the Board may do so at this time. However, the Board will only receive the petitions and not act upon them or their contents.

No public comments provided.

35. **<u>Consent Agenda</u>**

36. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.
37. If any Board member wishes to discuss an item, it must be removed from the consent agenda at which time the remaining items will be acted upon.
38. Consent Agenda Includes:
    - Minutes from the previous meeting(s)
    - Presentation of the Bills
    - Certificated/Classified Hire(s)/Reassignments/Resignation(s)
    - Other Routine Agenda Items
39. **Recommendation:** Discuss, consider and take any action necessary to approve the consent agenda as presented.
40.

41. Consent agenda as presented Passed with a motion by Jack Young and a second by Joyce Baumert.

42. Marni Danhauer:	43. Absent
44. Doug Pauley:	45. Absent
46. Joyce Baumert:	47. Yea
48. Donald Ellison:	49. Yea
50. Dan Hoesly:	51. Yea
52. Richard Luebbe:	53. Yea
54. Jennifer Miller:	55. Yea
56. Richard Stephens:	57. Yea
58. Gary Wieseler:	59. Yea
60. Jack Young:	61. Yea

62. Yea: 8, Nay: 0, Absent: 2
63.

1. Minutes

2. **This is a consent item.**
3.

4. July 2020 - Presentation of Bills #70999 through #71117 totaling $987,026.57

5. The summary of bills for the current month total:$987,026.57 - Bills #70999 through #71117
6. Inservice bills total: $0

7. Check #	8. Amount	9. Vendor	10. Description
11. 71003	12. $10,295.86	13. Amazon	14. Tech/PD/SPED/Migrant/Title Grants general

			supplies/equip.
15. 71008	16. $8,696.10	17. Applied Connective Technologies	18. Security equipment
19. 71028	20. $16,482.95	21. Cross County School	22. Title I and IIA reimbursement
23. 71035	24. $6,278.08	25. Eakes Office Solutions	26. Copier maintenance & supplies
27. 71036	28. $20,497.39	29. East Butler Public School	30. Title I, IIA, III reimbursements
31. 71044	32. $33,829.00	33. ESUCC	34. SPED SRS District bill
35. 71048	36. $8,413.28	37. High Plains Comm. Schools	38. SPED and Title I and IIA reimbursement
39. 71051	40. $27,434.14	41. Howells-Dodge Consolidated School	42. Title I and IIA reimbursement
43. 71052	44. $31,063.06	45. Humphrey Public School	46. SPED and Title I and IIA reimbursement
47. 71061	48. $8,770.90	49. M&O Door Products	50. Interior/Exterior door hardware and installation
51. 71077	52. $59,072.00	53. On To College	54. Test Prep renewal (flow through to schools)
55. 71090	56. $42,540.35	57. St. Edward Public School	58. SPED and Title I reimbursement
59. 71094	60. $16,800.00	61. Susan Presler	62. PD Consultant
63. 71097	64. $65,473.02	65. Twin River Public School	66. Title I and IIA reimbursement
67. 71127	68. $46,286.11	69. Lakeview Community School	70. Title I and IIA reimbursement

71.

This is a consent item.

72.

73. August 2020 - Presentation of Bills #71129 through #71247 totaling $837,735.28

74. The summary of bills for the current month total:$837,735.28 - Bills #71129 through #71247
75. Inservice bills total: $5.52

76. Check #	77. Amount	78. Vendor	79. Description
80. 71133	81. $7,654.21	82. Amazon	83. Tech/PD/SPED/Migrant/Title Grants general supplies/equip.
84. 71139	85. $23,672.00	86. BD Construction	87. Replace gutters and paint on Warehouse/LA
88. 71141	89. $16,387.59	90. Boone Central Schools	91. Title I and PEAK reimbursement
92. 71143	93. $13,984.42	94. Capital One Bank	95. PD/Admin/Tech supplies/registrations
96. 71146	97. $31,172.46	98. Central City Public School	99. PEAK Title I & II reimbursements
100. 71149	101. $8,388.07	102. Clarkson Public Schools	103. Title I and PEAK reimbursements
104. 71150	105. $11,229.29	106. Cross Co. School	107. PEAK Title I & II reimbursements
108. 71153	109. $12,118.10	110. Eakes Office Solutions	111. Copier maintenance
112. 71157	113. $23,185.00	114. Engineered Controls	115. HVAC controls update for all buildings
116. 71161	117. $9,235.88	118. ESU 2	119. NNNC quarterly bill
120. 71168	121. $6,052.41	122. High Plains Community Schools	123. PEAK Title I & II reimbursements
124. 71172	125. $10,063.71	126. Howells-Dodge Consolidated	127. PEAK Title I & II reimbursements
128. 71178	129. $31,733.00	130. Kagan Professional Development	131. Title IIA Consultant
132. 71182	133. $12,109.76	134. Leigh Community Schools	135. Title I and PEAK reimbursements
136. 71199	137. $17,316.50	138. Palmer Public	139. Title I and PEAK

		School	reimbursements
140. 71210	141. $5,034.90	142. Shelby-Rising City Public School	143. PEAK Title II & III reimbursements
144. 71226	145. $8,954.40	146. World Book, Inc.	147. Worldbook read and research combo software

148. **This is a consent item.**
149.

150. Authorized Depositories

151. Board Policy **Article III, Section 4, C**, Depositories of Funds requires the ESU 7 Board to annually authorize depositories for ESU 7 Funds. The checking accounts are currently at First National Bank and Trust, Columbus. The Board authorizes the Administrator and Board Treasurer to contact banks in the ESU area to invest money at the best rate. Current investments are listed in the Treasurer's Report.

This is a consent item.

152.

153. 2020-2021 Mileage Allowance

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

The ESU Master Negotiated Agreement stipulates all employees covered by the agreement shall receive mileage compensation at the IRS approved reimbursable rate. Currently, all of our employees are compensated at the same rate, $.575.

This is a consent item.

155.

156. 2020-2021 Contract for Abby Pfister, Grant Coordinator.
2020-2021 Contract for Abby Pfister, Grant Coordinator.

157. 2020-2021 Contract for Brooke Kavan, Professional Development Coordinator.
2020-2021 Contract for Brooke Kavan, Professional Development Coordinator.

158. 2020-2021 Contract for Brooke Koliha, Professional Development Coordinator.
2020-2021 Contract for Brooke Koliha, Professional Development Coordinator.

159. 2020-2021 Contract for Cody Nelsen, Network & Systems Administrator.
2020-2021 Contract for Cody Nelsen, Network & Systems Administrator.

160. 2020-2021 Contract for Cynthia Alarcon, Grant Coordinator.
2020-2021 Contract for Cynthia Alarcon, Grant Coordinator.

161. 2020-2021 Contract for Dan Ellsworth, Network Operations Director.
2020-2021 Contract for Dan Ellsworth, Network Operations Director.

162. 2020-2021 Contract for David Vanderheiden, District Technology Coordinator.
2020-2021 Contract for David Vanderheiden, District Technology Coordinator.

163. 2020-2021 Contract for Jason Trotter, District Technology Coordinator.
2020-2021 Contract for Jason Trotter, District Technology Coordinator.

164. 2020-2021 Contract for Kerri Jo Krivohlavek, Database Administrator
2020-2021 Contract for Kerri Jo Krivohlavek, Database Administrator

165. 2020-2021 Contract for Laura Plas, Professional Development Coordinator.
2020-2021 Contract for Laura Plas, Professional Development Coordinator.

166. 2020-2021 Contract for Marci Ostmeyer, Professional Development Director.
2020-2021 Contract for Marci Ostmeyer, Professional Development Director.

167. 2020-2021 Contract for Mark Brady, Professional Development Coordinator.
2020-2021 Contract for Mark Brady, Professional Development Coordinator.

168. 2020-2021 Contract for Melinda Velencela, MEP Education Liaison.
2020-2021 Contract for Melinda Velencela, MEP Education Liaison.

169. 2020-2021 Contract for Otis Pierce, Professional Development Coordinator.
2020-2021 Contract for Otis Pierce, Professional Development Coordinator.

64. June 2020 Treasurer's Report
Review of the Treasures' Report

65. Approve the Treasurer's Report as presented Passed with a motion by Dan Hoesly and a second by Jennifer Miller.

66. Marni Danhauer:	67. Absent
68. Doug Pauley:	69. Absent
70. Joyce Baumert:	71. Yea
72. Donald Ellison:	73. Yea
74. Dan Hoesly:	75. Yea
76. Richard Luebbe:	77. Yea
78. Jennifer Miller:	79. Yea
80. Richard Stephens:	81. Yea
82. Gary Wieseler:	83. Yea
84. Jack Young:	85. Yea

86. Yea: 8, Nay: 0, Absent: 2
87.
Administrator Polk discussed the June Treasurer's report. There was $4.4 million cash on hand. The ESU 7 goal is 30% of budget which is $4.2 million. June had a lot of grant reimbursements.

88. July 2020 Treasurer's Report
Review of the Treasures' Report

89. Approve the Treasurer's Report as presented Passed with a motion by Joyce Baumert and a second by Gary Wieseler.

90. Marni Danhauer:	91. Absent
92. Doug Pauley:	93. Absent
94. Joyce Baumert:	95. Yea

96. Donald Ellison: 97. Yea
98. Dan Hoesly: 99. Yea
100. Richard Luebbe: 101. Yea
102. Jennifer Miller: 103. Yea
104. Richard Stephens: 105. Yea
106. Gary Wieseler: 107. Yea
108. Jack Young: 109. Yea
110. Yea: 8, Nay: 0, Absent: 2
111.

Administrator Polk discussed the July Treasurer's Report. In July there was $3.9 million cash on hand, which is below the 30% cash on hand goal. ESU 7 wants to be as close to the 30% goal as possible.

112. Level III Handbook Revisions - Cen7ter and Learning Academy

Level III Handbook Revisions to include mask verbiage.

Added verbiage: Masks - In the case of a health risk due to a pandemic or other health related concerns:
All students will be required to, at a minimum, follow the mask guidelines defined in ESU 7 Return to Services/School Plan unless one of the following persists:

- The student has a disability and a reasonable accommodation excuses the student from wearing a mask for some or all of the school day;
- The student's Individualized Education Program (IEP) team has determined that wearing a mask for some or all of the school day would interfere with the student's ability to receive a free, appropriate public education and that determination is documented in the student's IEP;
- Another legally valid reason exists to modify the face covering requirements and such reason has been approved in writing by the student's Principal and ESU 7 administration.
- OR Their parent or guardian has opted their student out of being required to wear a mask by executing a written document and such document is on file in the office of the Principal at the time at issue. This option is only available to students whose contracting district has such a process.

113.

114. Approve the handbook revisions as presented for both Cen7ter and Learning Academy

Passed with a motion by Jack Young and a second by Dan Hoesly.

115. Marni Danhauer: 116. Absent
117. Doug Pauley: 118. Absent
119. Joyce Baumert: 120. Yea
121. Donald Ellison: 122. Yea
123. Dan Hoesly: 124. Yea
125. Richard Luebbe: 126. Yea
127. Jennifer Miller: 128. Yea
129. Richard Stephens: 130. Yea

131. Gary Wieseler: 132. Yea
133. Jack Young: 134. Yea
135. Yea: 8, Nay: 0, Absent: 2
136.

Administrator Polk reminded the Board that the Level III Handbooks were approved in June. Due to the pandemic it was suggested ESU 7 add mask verbiage into the handbooks. The language added into the handbook was added to the rationale to be easily visible. The staff handbook had mask verbiage added as well. In the spring, ESU 7 will provide the staff handbook so there is Board over site.

137. First Reading of the Title IX Procedure for Complaints of Sexual Harassment Policy

138. **Recommendation:** Consider, discuss, and take any necessary action to approve the first reading of Title IX Procedure for Complaints of Sexual Harassment Policy

139.

140. Consider, discuss, and take any necessary action to approve the first reading of Title IX Procedure for Complaints of Sexual Harassment Policy Passed with a motion by Donald Ellison and a second by Dan Hoesly.

141. Marni Danhauer: 142. Absent
143. Doug Pauley: 144. Absent
145. Joyce Baumert: 146. Yea
147. Donald Ellison: 148. Yea
149. Dan Hoesly: 150. Yea
151. Richard Luebbe: 152. Yea
153. Jennifer Miller: 154. Yea
155. Richard Stephens: 156. Yea
157. Gary Wieseler: 158. Yea
159. Jack Young: 160. Yea
161. Yea: 8, Nay: 0, Absent: 2
162.

Administrator Polk discussed the federally required Title IX policy. The Title IX policy had a deadline of August 14, 2020. The ESU 7 attorney recommends two readings because there continues to be federal discussion regarding applicability to K-12 education. There should be some federal decision to the Title IX policy before the next Board Meeting. A Title IX policy update will be on the next Board Meeting agenda to discuss.

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

164. **Recommendation:** Discuss, consider and take all necessary action to approve Article V, Section 1, A Policy of Non-Discrimination

Updated verbiage to include FERPA and the term student.

165.

166. Discuss, consider and take all necessary action to approve Article V, Section 1, A Policy of Non-Discrimination as presented Passed with a motion by Joyce Baumert and a second by Jennifer Miller.

167. Marni Danhauer:	168. Absent
169. Doug Pauley:	170. Absent
171. Joyce Baumert:	172. Yea
173. Donald Ellison:	174. Yea
175. Dan Hoesly:	176. Yea
177. Richard Luebbe:	178. Yea
179. Jennifer Miller:	180. Yea
181. Richard Stephens:	182. Yea
183. Gary Wieseler:	184. Yea
185. Jack Young:	186. Yea

187. Yea: 8, Nay: 0, Absent: 2

188.

The recommended language from the attorney is in blue and bold. The added language includes FERPA verbiage.

189. Reading of Article III, Section 7, C Weapons

190. **Recommendation:** Discuss, consider and take all necessary action to approve Article III, Section 7, C Weapons

Including verbiage: **For purposes of this policy, the term "dangerous weapon" includes any personal safety or security device (such as tasers, mace and pepper spray). In the event that a person desires to carry or possess a personal safety or security device on ESU property or in an ESU vehicle, the individual must obtain prior approval from the Administrator or the Administrator's designee before bringing any such device on ESU grounds or in an ESU vehicle. If a person obtains prior approval from the Administrator or Administrator's designee, the person must store the device during the work or school day in a secure location as designated by the Administrator or Administrator's designee.**

191.

192. Article III, Section 7, C Weapons as presented Passed with a motion by Donald Ellison and a second by Dan Hoesly.

193. Marni Danhauer:	194. Absent
195. Doug Pauley:	196. Absent
197. Joyce Baumert:	198. Yea
199. Donald Ellison:	200. Yea
201. Dan Hoesly:	202. Yea
203. Richard Luebbe:	204. Yea
205. Jennifer Miller:	206. Yea

207. Richard Stephens: 208. Yea
209. Gary Wieseler: 210. Yea
211. Jack Young: 212. Yea
213. Yea: 8, Nay: 0, Absent: 2
214.

The recommended language from the attorney is in blue and bold.

215. Reading of Article IV, Section 5, C Weapons

216. **Recommendation:** Discuss, consider and take all necessary action to approve Article IV, Section 5, C Weapons

Including verbiage in bold: An exception may be allowed for an employee to carry mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes for self-defense where it is established that the employee is presented with a clear and substantial risk to personal safety **and the employee receives prior written permission from the Administrator or Administrator's designee.** An exception may also be allowed where the employee requests to possess a weapon for instructional purposes.

217.

218. Article IV, Section 5, C Weapons as presented Passed with a motion by Donald Ellison and a second by Gary Wieseler.

219. Marni Danhauer: 220. Absent
221. Doug Pauley: 222. Absent
223. Joyce Baumert: 224. Yea
225. Donald Ellison: 226. Yea
227. Dan Hoesly: 228. Yea
229. Richard Luebbe: 230. Yea
231. Jennifer Miller: 232. Yea
233. Richard Stephens: 234. Yea
235. Gary Wieseler: 236. Yea
237. Jack Young: 238. Yea
239. Yea: 8, Nay: 0, Absent: 2
240.

The recommended language from the attorney is in blue and bold.

241. 2020-2021 Non-Member Contract for Services

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

243. Article III, Section 1, D - Requests, Costs, and Payment

Recommendation: Discuss, consider and take any action necessary to approve the Non-Member Contract for Services as presented.

244. 2020-2021 Non-Member Contract for Services as presented Passed with a motion by Dan Hoesly and a second by Jennifer Miller.

245. Marni Danhauer: 246. Absent
247. Doug Pauley: 248. Absent
249. Joyce Baumert: 250. Yea
251. Donald Ellison: 252. Yea
253. Dan Hoesly: 254. Yea
255. Richard Luebbe: 256. Yea
257. Jennifer Miller: 258. Yea
259. Richard Stephens: 260. Yea
261. Gary Wieseler: 262. Yea
263. Jack Young: 264. Yea
265. Yea: 8, Nay: 0, Absent: 2

266.

This is the annual review of the Non-Member contract. The contract gives ESU 7 the statutory permission to provide services to a school outside of the member schools within ESU 7. This agenda item will be moved to June in the upcoming year.

267. Coordinating Agency for ESU 7 Special Education Cooperative

ESU 7 continues to serve as the coordinating agency for the ESU 7 Special Education Cooperative for 2020-2021.

268. Discuss, consider and take any action necessary for ESU 7 to continue to serve as the coordinating agency for the ESU 7 Special Education Cooperative for 2020-2021 Passed with a motion by Joyce Baumert and a second by Jack Young.

269. Marni Danhauer: 270. Absent
271. Doug Pauley: 272. Absent
273. Joyce Baumert: 274. Yea
275. Donald Ellison: 276. Yea
277. Dan Hoesly: 278. Yea
279. Richard Luebbe: 280. Yea
281. Jennifer Miller: 282. Yea
283. Richard Stephens: 284. Yea
285. Gary Wieseler: 286. Yea
287. Jack Young: 288. Yea
289. Yea: 8, Nay: 0, Absent: 2
290.

This agenda item will be moved to the April or May agenda next year to discuss.

291. Board Member Awards of Achievement

Board members are awarded for their participation in NASB Programs and Services as well as attendance at NASB workshops and events.

Please take a minute to review the attached report for the board member

achievements from your school district/ESU for accuracy. The report is alphabetized by school district/ESU, award level and award recipient name. The report lists all board members who qualify for an award this year. If a board member name is not on the list, that individual may be between award levels at this time.

We typically present awards to recipients at our annual Area Membership Meetings. Because we are holding Area Membership Meetings virtually this year, we are working on a new plan to recognize board members and distribute awards this year. Additional information will be available soon. Thank you for your understanding.

292.

293. **Account**	294. **Name**	295. **Award**	296. **Points**
297. ESU 7	298. Tammy Roh	299. Point Award - Level I	300. 75 (50)
301. ESU 7	302. Doug Kluth	303. Point Award - Level IV	304. 400 (350)
305. ESU 7	306. Richard Luebbe	307. Point Award - Level IV	308. 405 (350)
309. ESU 7	310. Jack Young	311. Point Award - Level IV	312. 390 (350)
313. ESU 7	314. Richard Stephens	315. Point Award - Level VII	316. 1,020 (1,000)

317.

Information only.

318. Romans, Wiemer & Associates Audit Bid

Recommendation: Approve Romans, Wiemer & Associates Audit Bid

319. Discuss, consider, and take any necessary action to approve the Romans, Wiemer & Associates Audit Bid Passed with a motion by Jennifer Miller and a second by Jack Young.

320. Marni Danhauer:	321. Absent
322. Doug Pauley:	323. Absent
324. Joyce Baumert:	325. Yea
326. Donald Ellison:	327. Yea
328. Dan Hoesly:	329. Yea
330. Richard Luebbe:	331. Yea
332. Jennifer Miller:	333. Yea
334. Richard Stephens:	335. Yea
336. Gary Wieseler:	337. Yea
338. Jack Young:	339. Yea

340. Yea: 8, Nay: 0, Absent: 2

341.

Every three years ESU 7 sends out bid proposals to 6 auditors. Currently Romans, Wiemer & Associates was the only firm who responded. Prices for the next three years are included in the bid.

342. ESU 7 COVID-19 Pay Resolution

After consultation with legal council it is recommended that the following resolutions be adopted and approved or reviewed every four weeks.

Recommendation: Discuss, consider and take all necessary action to approve the ESU 7 COVID-19 Pay Resolution.

343. Discuss, consider and take all necessary action to approve the ESU 7 COVID-19 Pay Resolution Passed with a motion by Jack Young and a second by Jennifer Miller.

344. Marni Danhauer: 345. Absent
346. Doug Pauley: 347. Absent
348. Joyce Baumert: 349. Yea
350. Donald Ellison: 351. Yea
352. Dan Hoesly: 353. Yea
354. Richard Luebbe: 355. Yea
356. Jennifer Miller: 357. Yea
358. Richard Stephens: 359. Yea
360. Gary Wieseler: 361. Yea
362. Jack Young: 363. Yea
364. Yea: 8, Nay: 0, Absent: 2
365.

Administrator Polk explained the only changes to this Resolution are the highlighted areas, everything else is the same as the previous Resolutions.

366. ESU 7 COVID-19 COVID-19 Addendum to Negotiated Agreement

After consultation with legal council it is recommended that the following resolutions be adopted and approved or reviewed every four weeks.

Recommendation: Discuss, consider and take all necessary action to approve the ESU 7 COVID-19 Addendum to Negotiated Agreement.

367. Discuss, consider and take all necessary action to approve the ESU 7 COVID-19 Addendum to Negotiated Agreement Passed with a motion by Jennifer Miller and a second by Gary Wieseler.

368. Marni Danhauer: 369. Absent
370. Doug Pauley: 371. Absent
372. Joyce Baumert: 373. Yea
374. Donald Ellison: 375. Yea
376. Dan Hoesly: 377. Yea
378. Richard Luebbe: 379. Yea

380. Jennifer Miller: 381. Yea
382. Richard Stephens: 383. Yea
384. Gary Wieseler: 385. Yea
386. Jack Young: 387. Yea
388. Yea: 8, Nay: 0, Absent: 2
389.

Administrator Polk discussed the addendum to the negotiated agreement.

390. ESU 7 COVID-19 2020-2021 Return to Services/School Resolution

After consultation with legal council it is recommended that the following resolutions be adopted and approved or reviewed every four weeks.

Recommendation: Discuss, consider and take all necessary action to approve the ESU 7 COVID-19 2020-2021 Return to Services/School Resolution

391. Discuss, consider and take all necessary action to approve the ESU 7 COVID-19 2020-2021 Return to Services/School Resolution Passed with a motion by Jack Young and a second by Jennifer Miller.

392. Marni Danhauer: 393. Absent
394. Doug Pauley: 395. Absent
396. Joyce Baumert: 397. Yea
398. Donald Ellison: 399. Yea
400. Dan Hoesly: 401. Yea
402. Richard Luebbe: 403. Yea
404. Jennifer Miller: 405. Yea
406. Richard Stephens: 407. Yea
408. Gary Wieseler: 409. Yea
410. Jack Young: 411. Yea
412. Yea: 8, Nay: 0, Absent: 2
413.

Administrator Polk discussed the Return to Services resolution. Schools are asked to do something similar.

414. **<u>Administrator's Report General</u>**

ESU 7 Return to Services/School Plan

Goals - Attached for your Review

ESUCC Update

Upcoming Events - AESA Annual Conference. There is the possibility of a virtual option.

Meeting with President and Vice President the Friday before the Board Meeting via Zoom instead of the Monday before Board Meeting.

Tammy Roh Thank You card

Administrator Polk passed around a thank you card for previous Board Member Tammy Roh.

The Return to Services Plan is on the ESU 7 website, the most updated plan is always visible. Staff are able to post comment questions and then Administrator Polk answers the questions and puts it in the FAQ at the end of the plan. Administrator Polk went through the plan.

Most schools, not all of them, are using a tiered model, it is a local decision. Every Friday by noon the Directors and Administrator Polk will discuss the color tier and notify staff if there is a change. Administrator Polk and the Directors take into consideration the health department information and information from the schools that ESU 7 staff visit. The color change will be communicated via the emergency communication system regardless of color tier. On the ESU 7 campus, the color tier could look different at each building. If the ESU 7 plan is different than the school's plan, ESU 7 staff going out to the school, follows the more restrictive plan.

Administrator Polk has been researching a telework policy which will be reviewed at the September Board Meeting.

ESUCC Update - 93,000 masks distributed to the schools.

Gaiters - 2-ply that meet the CDC requirements, 1600 ordered.

AESA Annual Conference will more than likely move to virtual. Let Mindy know if you would still want to attend virtual if you said you wanted to go to Orlando. This is the first year ESU 7 Mental Health staff have applied to be presenters and were approved.

1. Services Update

    SIMPL Update

    Hand Sanitizer

    Face Masks

    Plexiglass Dividers

    Plexiglass dividers - Custodian Larry Shefcyk made 46 plexiglass dividers for Special Education. Districts were notified that ESU 7 staff member Chris Chvala was willing to make plexiglass dividers. At this time 73 additional plexiglass dividers have been constructed and distributed.

2. Facilities Update

The Administrator will provide a facilities update during this item.

3. Personnel - New Hires

2020-2021 Para New Hires:
- Cora Korus, Para at the Cen7ter
- Jessica Olnes, Para at the Cen7ter

4. Personnel - 2020-2021 Contracts

2020-2021 Contracts offered and authorized by Chief Administrator Polk for the following staff:
- Aimee Trotter, Production Personnel
- Ana Karen Garcia Medina, MEP Education Service Provider
- Ana Santos Reyes, MEP Education Program Recruiter
- Angie Arndt, Department Secretary
- Carolyn Koch, Bookkeeper
- Chris Chvala, Computer Support Specialist
- Cindy Wieser, Department Secretary
- Darlene Rodriguez, MEP Education Program Recruiter
- Elizabeth Lawrence, Department Secretary
- Isaura Barreto, MEP Education Program Recruiter
- Janet Ciboron, Production Personnel
- Jennifer Rivera, MEP Education Service Provider
- Joan Hassebrook, Production Personnel
- Larry Shefcyk, Custodian/Maintenance
- Linda Shefcyk, Business Manager
- Mayra Vargas, Department Secretary
- Megan Kassing, Bookkeeper
- Nancy Smith, Production Personnel
- Nathalie Vargas, MEP Education Service Provider
- Rosa Waldrop, MEP Education Service Provider
- Yaribey Rodriguez, MEP Education Service Provider

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

5. Legislative Update

Update on LB 1107

Administrator Polk explained the Legislature reconvened in July to finish the short session.

415. **Committee Reports**

1. Budget Committee Report

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

   Administrator Polk reported the budget is about $500,000 less this year than last year. Revenues are coming in lower each year. Valuations have started coming in and that information will be presented to the Board in September. The next Board meeting will be on a Thursday and the Budget Committee will meet prior to the Board Meeting.

2. Negotiations Committee Report

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

   Need to fill the Negotiations Committee vacancy

   Negotiations Committee Report - Jennifer Miller is the new Chair of the Negotiations Committee. One member from the Negotiations Committee and the Budget Committee met with a representative from ESUEA in July to discuss the upcoming Negotiations season. There was good discussion about where things were going.

3. Administrator Evaluation Committee Report

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

   Administrator Polk sent out an email to the Evaluation Committee to look at the evaluation. There were no recommended changes. A paper copy will be provided at the September meeting. An electronic copy will be sent out in October.

416. Adjournment

Meeting adjourned at 7:52pm.

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

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, and (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders;

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

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

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; contents; when available; right to modify; duties concerning notice; videoconferencing or telephone conferencing authorized; emergency meeting without notice; appearance before public body.

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. 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 (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if: (a) Reasonable advance publicized notice is given; (b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used; (c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference; (d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and (e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing. Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if: (a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county; (b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section; (c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, or entity or pool or at a place which will accommodate the anticipated audience; (d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used; (e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call; (f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; (g) The telephone conference call lasts no more than five hours; and (h) No more than one-half of the board's, council's, governing body's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that: (i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and (ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call. Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified Daily Documentation 1st Quarter in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

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

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

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

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, 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. 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 may require any member of the public desiring to address the body to identify himself or herself.

(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 a telephone conference call available at an instate location to members, the public, or the press, if requested twenty-four hours in advance; (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state; (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; (f) Reasonable arrangements are made to provide viewing at other instate locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and (g) 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) The public body shall, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

(8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, 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. 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, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

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

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.

Revised 6-3-19

PGH&G ATTORNEY AT LAW

Perry, Guthery, Haase & Gessford, P.C., L.L.O.
233 South 13th Street, Suite 1400, Lincoln, NE 68508
(402) 476-9200
jgessford@perrylawfirm.com
rschultze@perrylawfirm.com
gperry@perrylawfirm.com

Nebraska Council of School Administrators

455 South 11th Street, Suite A
Lincoln, NE 68508
(402) 476-8055
ncsa.org

I pledge allegiance to the Flag of the

UNITED STATES OF AMERICA,

and to the Republic for which it stands,
one Nation under God, indivisible,
with liberty and justice for all.

Buzzle.com

Regular Board of Directors Meeting

Educational Service Unit 7, Oak Room
2657 44th Avenue
Columbus, NE 68601-8537
Monday, June 15, 2020 at 5:30 PM

Attendance Taken at 5:32 PM.

Joyce Baumert:	Present
Marni Danhauer:	Absent
Donald Ellison:	Present
Dan Hoesly:	Absent
Doug Kluth:	Present
Richard Luebbe:	Present
Jennifer Miller:	Present
Doug Pauley:	Present
Tammy Roh:	Absent
Richard Stephens:	Present
Gary Wieseler:	Present
Jack Young:	Present

Present: 9, Absent: 3.

1. **Call the Meeting to Order**

LEADERSHIP • SERVICE • SUPPORT

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

Comments:
Roll call was taken at 5:32pm
Vice President Doug Kluth conducted the meeting.

Staff present:
Larianne Polk, Administrator
Linda Shefcyk, Business Manager
Mindy Reed, Secretary to the Board of Directors
Marci Ostmeyer, Professional Development Director
Darus Mettler, Special Education Director
Tami Clay, Incoming Special Education Director
Dan Ellsworth, Network Operations Director

1.1. Notification of Open Meetings Law

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

1.2. Roll Call

1.3. Absent Board Members

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

Approval of Board Member absences as presented Passed with a motion by Jennifer Miller and a second by Jack Young.

Marni Danhauer:	Absent
Dan Hoesly:	Absent
Tammy Roh:	Absent
Joyce Baumert:	Yea
Donald Ellison:	Yea
Doug Kluth:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea

Jack Young: Yea
Yea: 9, Nay: 0, Absent: 3

Tammy Roh absent.

Marni Danhauer absent.

Dan Hoesly absent.

1.4. Pledge of Allegiance

All members present participated in the Pledge of Allegiance.

2. Approval of Agenda

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

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

Agenda as presented Passed with a motion by Donald Ellison and a second by Doug Pauley.

Marni Danhauer:	Absent
Dan Hoesly:	Absent
Tammy Roh:	Absent
Joyce Baumert:	Yea
Donald Ellison:	Yea
Doug Kluth:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea
Jack Young:	Yea

Yea: 9, Nay: 0, Absent: 3

Agenda approved.

3. Welcome Visitors

No visitors present.

4. Public Comment

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

Citizens wishing to address the Board on a certain agenda item must notify the Educational Service Unit Administrator prior to the board meeting. Citizens wishing to present petitions to the Board may do so at this time. However, the Board will only receive the petitions and not act upon them or their contents.

No public comments provided.

5. **Consent Agenda**

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

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

Consent Agenda Includes:

- Minutes from the previous meeting(s)
- Treasurer's Report
- Presentation of the Bills
- Certificated/Classified Hire(s)/Reassignments/Resignation(s)
- Other Routine Agenda Items

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

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

Marni Danhauer:	Absent
Dan Hoesly:	Absent
Tammy Roh:	Absent
Joyce Baumert:	Yea
Donald Ellison:	Yea
Doug Kluth:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea
Jack Young:	Yea

Yea: 9, Nay: 0, Absent: 3

Consent agenda was approved.

5.1. Minutes

This is a consent item.

5.2. Presentation of Bills # 70921 through # 70998 totaling $744,159.76

The summary of bills for the current month total:$744,159.76- Bills # 70921 through # 70998

No Inservice this month

Check #	Amount	Vendor	Description
70923	$8,637.16	Amazon	Tech/SPED/Migrant/Title III general supplies/equip.
70925	$5,750.00	Ann Elise Record	Title IIA Consultant-Math Conference
70926	$10,428.00	Apple Computer	SPED computer equipment
70927	$11,444.00	Apple Computer	SPED/Business/Grants computer equipment
70930	$16,886.35	Boone Central Schools	Title I reimbursement
70932	$8,860.86	Capital One	Grants/General equipment/supplies/registrations
70934	$12,477.00	CDW-G	Technology for school flow through
70936	$40,063.88	Central City Public School	Title I Reimbursement
70938	$18,536.21	Clarkson Public School	Title I Reimbursement
70939	$18,144.00	Columbus Public School	SPED Deaf Ed. Contract
70945	$11,952.42	Eakes Office Solutions	SPED/Production copier maintenance agreements
70953	$27,392.02	Gale/Cengage Learning	Media web/cloud based software

This is a consent item.

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

This Board action authorizes Administrator Polk to be the official signature for all federal and state program funds from July 15, 2019-July 31, 2020**.**

This is a consent item.

5.4. 2020-2021 Contract for Hayley Murphy, School Psychologist Intern.

Insert brief description here. Attach resume if provided. Do not need to attach contracts for Classified Staff.

This is a consent item.

5.5. 2020-2021 Contract for Ronelle Jackson, Mental Health Practitioner

2020-2021 Contract for Ronelle Jackson, Mental Health Practitioner

5.6. 2020-2021 Contract for Nicki Brigham, Nebraska Licensed Registered Nurse.

2020-2021 Contract for Nicki Brigham, Nebraska Licensed Registered Nurse.

6. Treasurer's Report

This is a consent item.

Treasurer's Report as presented. Passed with a motion by Jack Young and a second by Joyce Baumert.

Marni Danhauer:	Absent
Dan Hoesly:	Absent
Tammy Roh:	Absent
Joyce Baumert:	Yea
Donald Ellison:	Yea
Doug Kluth:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea
Jack Young:	Yea

Yea: 9, Nay: 0, Absent: 3

Administrator Polk reviewed the Treasurer's Report.

7. Budgeting for additional 1% Budget Authority

Nebraska Statute allows an additional 1% in budgeted property tax asking requiring an

affirmative vote of 75% of the governing body for approval. These additional budget authority dollars remain critical as we continue to operate with the one and a half cent levy, no state aid funding for 2020-2021, and spending restrictions for the upcoming years. In the event valuations change or additional funding becomes available, this action will allow ESU 7 additional budget authority to access those dollars.

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

Budgeting for additional 1% Passed with a motion by Joyce Baumert and a second by Jack Young.

Marni Danhauer:	Absent
Dan Hoesly:	Absent
Tammy Roh:	Absent
Joyce Baumert:	Yea
Donald Ellison:	Yea
Doug Kluth:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea
Jack Young:	Yea

Yea: 9, Nay: 0, Absent: 3

Administrator Polk explained what the 1% budget authority means.

8. Budget Hearing and Budget Summary - Thursday, September 17 at 5:15 p.m. in the ESU 7 Oak Room

Recommendation: Discuss, consider and take any action necessary to approve the date for the 2020-2021 ESU 7 Budget Hearing and Budget Summary on Monday, September 17th, 5:15 p.m. ESU 7 Oak Conference Room.

2020-2021 ESU 7 Budget Hearing and Budget Summary on Thursday, September 17th, 5:15 p.m. ESU 7 Oak Conference Room Passed with a motion by Jennifer Miller and a second by Doug Pauley.

Marni Danhauer:	Absent
Dan Hoesly:	Absent
Tammy Roh:	Absent
Joyce Baumert:	Yea
Donald Ellison:	Yea
Doug Kluth:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea

Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 9, Nay: 0, Absent: 3

The agenda item noted the meeting was Monday, September 17. This needs to be corrected to Thursday, September 17.

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

Recommendation: Discuss, consider and take any action necessary to set the 2020-2021 ESU 7 Final Tax Request Hearing on Monday, September 17th, 5:25 p.m. ESU 7 Oak Conference Room.

2020-2021 ESU 7 Final Tax Request Hearing on Thursday, September 17th, 5:25 p.m. ESU 7 Oak Conference Room Passed with a motion by Doug Pauley and a second by Jennifer Miller.
Marni Danhauer: Absent
Dan Hoesly: Absent
Tammy Roh: Absent
Joyce Baumert: Yea
Donald Ellison: Yea
Doug Kluth: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 9, Nay: 0, Absent: 3

The agenda item noted the meeting was Monday, September 17. This needs to be corrected to Thursday, September 17.

10. Reading of Article IV, Section 1, D Employee Benefits

Recommendation: Discuss, consider and take all necessary action to approve Article IV, Section 1, D Employee Benefits.

1. Article IV, Section 1, D Employee Benefits.
   - Related Policies: 3.03. Added Health Insurance

Approve Article IV, Section 1, D Employee Benefits as amended Passed with a motion by Joyce Baumert and a second by Gary Wieseler.

Marni Danhauer:	Absent
Dan Hoesly:	Absent
Tammy Roh:	Absent
Joyce Baumert:	Yea
Donald Ellison:	Yea
Doug Kluth:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea
Jack Young:	Yea

Yea: 9, Nay: 0, Absent: 3

Administrator Polk reminded the Board that last month was the first reading of this policy. The term "terminated" was changed. The Health Insurance Benefit section was added to the policy. Administrator Polk read through the Health Insurance Policy portion. It was recommended to strike through the sentence, "The cost of health insurance is a shared responsibility between the Board and the qualified employee groups." The new sentence replacing the sentence that was previously removed will read, "The cost of health insurance is prorated to the personnel's FTE. Please reference the personnel handbook for insurance rates."

11. Recommend closing the book on all previous policy manuals and use the newly adopted Board policy book.

Move to close the book on all previous policy manuals and use the newly adopted Board policy book.

Move to close the book on all previous policy manuals and use the newly adopted Board policy book as presented Passed with a motion by Jennifer Miller and a second by Donald Ellison.

Marni Danhauer:	Absent
Dan Hoesly:	Absent
Tammy Roh:	Absent
Joyce Baumert:	Yea
Donald Ellison:	Yea
Doug Kluth:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea

Gary Wieseler: Yea
Jack Young: Yea
Yea: 9, Nay: 0, Absent: 3

This board action removes the former policy book previously approved by the Board.

12. Educational Service Unit Cen7ter and Learning Academy Handbooks

Annually, the Board of Educational Service Unit 7, will review and approve the ESU 7 Student Handbooks.

Recommendation: Discuss, consider and take any action necessary to approve the handbooks for the Educational Service Unit 7 Cen7ter and Learning Academy Programs.

Review and approve handbook policy: Article III, Section 7, G Internet Safety; Article V, Section 5, A Child Abuse and Neglect; Article V, Section 5 C Use of Restraint and Seclusion; Article V, Section 5, D Removal of Students and Interviews of Students; Article V, Section 6, B Search and Seizure; Article V, Section 6, C Anti Bullying; Article V, Section 7, B Dispensing Medications; Article V, Section 7, F Wellness Passed with a motion by Joyce Baumert and a second by Jack Young.

Marni Danhauer: Absent
Dan Hoesly: Absent
Tammy Roh: Absent
Joyce Baumert: Yea
Donald Ellison: Yea
Doug Kluth: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 9, Nay: 0, Absent: 3

Approval of handbooks for the Educational Service Unit 7 Cen7ter and Learning Academy Programs Passed with a motion by Richard Stephens and a second by Jennifer Miller.

Marni Danhauer: Absent
Dan Hoesly: Absent
Tammy Roh: Absent
Joyce Baumert: Yea
Donald Ellison: Yea
Doug Kluth: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea

Gary Wieseler: Yea
Jack Young: Yea
Yea: 9, Nay: 0, Absent: 3

Administrator Polk explained that the policies in the handbooks will be reviewed annually. This is simply an approval of existing policies. The handbooks themselves did not change much. There were some areas that said "the Administrator will..." and those were cleared up to say which Administrator it was referring to. The biggest change in the handbooks were the sign-off pages at the end. The current 19-20 handbook had one parent approval page which had five approvals with one signature. Each one of the items on the form has been broken out to individual pages needing a signature on each page.

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

The ESU 7 Board of Directors will not meet in July, 2020. This Board action gives authority to the Administrator to pay July bills. The ESU 7 Board will approve these expenses in the next possible Board Meeting.

Recommendation: Discuss, consider and take any action to approve the Administrator's payment of bills in July 2020**.**

Authorization of the Administrator to Pay July Bills Passed with a motion by Jennifer Miller and a second by Joyce Baumert.
Marni Danhauer: Absent
Dan Hoesly: Absent
Tammy Roh: Absent
Joyce Baumert: Yea
Donald Ellison: Yea
Doug Kluth: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 9, Nay: 0, Absent: 3

Administrator Polk noted the Board does not meet in July. Administrator Polk needs the authority to pay the bills for ESU 7 in July. The Board will review and approve what was spent in August.

14. ESU 7 COVID-19 Pay Resolution

After consultation with legal council it is recommended that the following resolution be adopted

and approved for up to four weeks.

Recommendation: Discuss, consider and take all necessary action to approve the ESU 7 COVID-19 Pay Resolution.

Approval of ESU 7 COVID-19 Pay Resolution as amended Passed with a motion by Richard Luebbe and a second by Doug Pauley.

Marni Danhauer:	Absent
Dan Hoesly:	Absent
Tammy Roh:	Absent
Joyce Baumert:	Yea
Donald Ellison:	Yea
Doug Kluth:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea
Jack Young:	Yea

Yea: 9, Nay: 0, Absent: 3

Vice President Doug Kluth added the resolution needs to be amended to 8 weeks instead of the documented 4 weeks since the Board does not meet in July.

Administrator Polk added ESU 7 is at a Level 2 Open status right now. All staff are working so there is no need for this resolution at this time and it may not be needed as long as the COVID-19 situation continues to improve. The COVID-19 Guide is a very fluid and highly collaborative document including input from ESU 7's Health Departments.

15. **Administrator's Report General**

Goals - Attached for your Review
ESUCC Update
Upcoming Events
Update on staff recruitment
Board Members up for election

Administrator Polk provided an ESUCC update - ESUCC partnered with UNL Innovation Campus who partnered with the Ethanol Board to produce and distribute hand sanitizer. ESUCC partnered with them to get hand sanitizer to distribute to the schools. ESU 7 received 330 gallons and distributed them out to schools. The hand sanitizer is free to the schools. ESU 7 has more than 1,200 gallons of additional hand sanitizer coming mid-July. ESUCC is working with DHHS on face masks. We are looking at 2 masks per staff and student with the hopes of getting 5 masks per staff and student. If we receive 5, we will have about 2,200 masks to distribute before school starts. Administrator Polk continues to meet with the Commissioner and his office, Directors, Superintendents, and the Health Departments a few times a week.

According to the ESU 7 COVID-19 Guide, in-person meetings have started to be scheduled while following current DHM guidelines. The Directors have discussed the All Staff Meeting in Fall with the intention to have it in person across the ESU 7 campus.

Administrator Polk provided a report of staff recruiting methods and ideas to Vice President Kluth, please see the attached report for details.

Board Members still needing to submit their election paperwork by the July 15 deadline: Gary Wieseler, Dick Luebbe, and Tamra Roh.

15.1. Services Update

SIMPL Update

Quarterly Report

Zoom delivered services

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

SIMPL Update - SIMPL is the statewide database for ESU services. In SIMPL, 2,670 activities have been logged since August 1, 2019. Since March 1, 2020 there have been 1,186 activity logs entered. This gives information about how busy staff have been during the past couple of months.

Professional Development Director Ostmeyer update - From March 20, 2020 to April 30, 2020, members of the PD Dept. and the Mental Health Practitioner have had 435 people attend Zoom sessions. Teachers wanted to receive support, talk to each other, and receive resources. April was focused on support. In May there were 108 Principals in the Zoom meetings; it was a split between elementary and secondary school Principals. Principal Zoom meetings are still taking place. There have been meetings added giving information about self-care for teachers. There have been interactive Zoom sessions offered for teachers. Participant numbers are better than they have been before.

Special Education Director Mettler update - The Special Education Department have been having Zoom meetings with individuals, groups, and with parents. Director Mettler showed the end of the year videos for the Learning Academy and Cen7ter.

Technology Director Ellsworth update - The Tech Department connected over 2,000 teachers to Zoom. The Tech Department used Zoom to remote into computers to help resolve technology issues.

Administrator Polk emphasized the positive message of returning to work and school in the fall. All precautions will be in place to provide a safe place for staff and students.

15.2. Facilities Update

The Administrator will provide a facilities update during this item.

Proposed Summer Hours: Monday-Thursday 7:00am-4:30pm with 1/2 hour lunch. Friday 7:30am-11:30am.

Door Lock Update

Director Ellsworth stated that the internal locks are finished. Director Ellsworth is waiting on some keys. The external door locks have been changed and the master keys have been assigned. The digital door locks are done. There were some issues with the equipment but another solution was found until the technology was corrected. The door lock project is finished.

Administrator Polk proposed new summer hours. Columbus Public has these same hours and ESU 7 and Columbus Public share a campus. ESU 7 will be open 40 hours a week. The hours will be Monday-Friday 7:00am-4:30pm and Friday from 7:30am-11:30am. ESU 7 has gathered data over the last two years and it was determined there is no Friday afternoon traffic in and out of the building. The proposed hours were reviewed with the different departments. Changing the hours would fall under the responsibility of the Administrator so therefore action is not necessary with this item. The rest of summer will be used as a pilot for the new hours. If the hours work well, ESU 7 may start the summer hours the Monday after the Spring All Staff Meeting and end the summer hours the Friday before the Fall All Staff Meeting going forward.

15.3. 2020-2021 Contract for Kris Johnson, Paraprofessional/Brailist.

2020-2021 Contract for Kris Johnson, Paraprofessional/Brailist.

Administrator Polk approved and signed the contract.

16. **Committee Reports**

16.1. Budget Committee Report

Chairman Pauley will provide an update.

Board Secretary and Budget Chairperson Pauley provided a Budget Committee update. The General Budget and the Special Education budgets were reviewed. Chairperson Pauley emphasized the responsibility of the ESU 7 Board is to be good stewards of ESU 7 taxpayers. Board Member Stephens requested additional meetings between the Budget Committee and the Negotiations Committee in order to best make decisions for employee total compensation. These meetings will be arranged for the 2020 negotiations season. Administrator Polk will schedule a preliminary meeting with Board Members Stephens or Miller along with her and the ESUEA Negotiations chairperson.

17. Appoint Vice President Officer Position to fill vacancy created by Doug Kluth's resignation.

Vice Present position will become vacant July 1, 2020.

Approve Gary W. as Vice Present to fill the vacancy. Passed with a motion by Donald Ellison and a second by Jennifer Miller.

Marni Danhauer:	Absent
Dan Hoesly:	Absent
Tammy Roh:	Absent
Gary Wieseler:	Abstain (Without Conflict)
Joyce Baumert:	Yea
Donald Ellison:	Yea
Doug Kluth:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Jack Young:	Yea

Yea: 8, Nay: 0, Absent: 3, Abstain (Without Conflict): 1

Board Member Gary Wieseler was appointed as the Vice President Officer Position to fill the vacancy, through December 2020, created by Board Vice President Kluth's resignation.

18. Adjournment

Meeting adjourned at 7:03pm.

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

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor		Type
10	00070999	90.00	07/20/20	40714	ACADIENCE LEARNING INC.	C
10	00071000	614.75	07/20/20	3824	ACCO BRANDS USA LLC	C
10	00071001	108.63	07/20/20	10013	ACE HARDWARE	C
10	00071002	223.00	07/20/20	190428	ALMQUIST, MALTZAHN, GALLOWAY & LUTH, PC	C
10	00071003	10,295.86	07/20/20	10391	AMAZON	C
10	00071004	1,126.43	07/20/20	7633	ANA SANTOS	C
10	00071005	250.00	07/20/20	11126	ANN ELISE RECORD	C
10	00071006	270.00	07/20/20	160690	ANN PROKOPEC	C
10	00071007	1,396.00	07/20/20	10681	APPLE COMPUTER, INC.	C
10	00071008	8,696.10	07/20/20	388	APPLIED CONNECTIVE TECHNOLOGIES	C
10	00071009	497.70	07/20/20	20250	BEARD-WARREN HEATING & AIR	C
10	00071010	180.00	07/20/20	2534	BETH A. WISNIESKI	C
10	00071011	180.00	07/20/20	11339	CAITLIN KLOSEN	C
10	00071012	79.00	07/20/20	4910	CAPITAL ONE-ELC MAYBERRY	C
10	00071013	4,777.88	07/20/20	30039	CAPITAL ONE BANK (USA), N.A.	C
10	00071014	120.00	07/20/20	30039	MAILBOX, THE	C
10	00071015	748.10	07/20/20	30039	MAKAYLA FOWLER	C
10	00071016	1,359.01	07/20/20	30038	CAPITAL ONE-SPED ARNDT	C
10	00071017	1,852.00	07/20/20	30192	CDW-G	C
10	00071018	485.61	07/20/20	160655	CENTERPOINT ENERGY SERVICES , INC.	C
10	00071019	1,212.00	07/20/20	30235	CENTRAL CITY PUB SCHOOL	C
10	00071020	687.55	07/20/20	30235	MAKAYLA FOWLER	C
10	00071021	90.00	07/20/20	9210	CHELSEY GREENE	C
10	00071022	120.00	07/20/20	9210	MAKAYLA FOWLER	C
10	00071023	200.00	07/20/20	280	CHRISTINA KILGORE	C
10	00071024	282.34	07/20/20	30550	CITY OF COLUMBUS WATER & SANIT	C
10	00071025	17.63	07/20/20	30610	CLARKSON PUBLIC SCHOOLS	C
10	00071026	581.77	07/20/20	30610	MAKAYLA FOWLER	C
10	00071027	1,458.19	07/20/20	11290	COMPUTER CABLE CONNECTION	C
10	00071028	16,482.95	07/20/20	31462	CROSS COUNTY SCHOOL	C
10	00071029	528.90	07/20/20	31462	MAKAYLA FOWLER	C
10	00071030	402.83	07/20/20	4812	CUBBY'S, INC.	C
10	00071031	180.00	07/20/20	2569	DANIELLE L. KLOSEN	C
10	00071032	52.89	07/20/20	40235	DAVID CITY PUBLIC SCHOOL	C
10	00071033	1,806.00	07/20/20	6297	DAYS INN & SUITES	C
10	00071034	7.50	07/20/20	876	DOLLAR GENERAL-MSC 410526	C
10	00071035	6,278.08	07/20/20	40725	EAKES OFFICE SOLUTIONS	C
10	00071036	20,497.39	07/20/20	50060	EAST BUTLER PUBLIC SCHOOL	C
10	00071037	229.19	07/20/20	50060	MAKAYLA FOWLER	C
10	00071038	500,002.20	07/20/20	50825	ED SERVICE UNIT 7-PAYROLL	C
10	00071039	395.90	07/20/20	50595	ENGINEERED CONTROLS	C
10	00071040	1,204.08	07/20/20	50630	ERNST AUTO CENTER	C
10	00071041	189.20	07/20/20	7560	HOSTED SERVICES	C
10	00071042	228.65	07/20/20	50640	ESU 1	C
10	00071043	500.00	07/20/20	50735	ESU 9	C
10	00071044	33,829.00	07/20/20	50652	ESUCC	C
10	00071045	38.96	07/20/20	60056	FIRST NATIONAL BANK	C
10	00071046	292.50	07/20/20	7013	GREAT PLAINS COMMUNICATIONS	C
10	00071047	1,197.43	07/20/20	70045	GT SALES AND SERVICE, INC.	C
10	00071048	8,413.28	07/20/20	80390	HIGH PLAINS COMMUNITY SCHOOLS	C
10	00071049	137.40	07/20/20	4944	HOBBY LOBBY	C
10	00071050	558.00	07/20/20	80543	HOMETOWN LEASING	C
10	00071051	27,434.14	07/20/20	80670	HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	C
10	00071052	31,063.06	07/20/20	80860	HUMPHREY PUBLIC SCHOOL	C
10	00071053	209.85	07/20/20	80880	HY-VEE	C

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor		Type
10	00071054	1,488.52	07/20/20	10561	INNOVATIVE OFFICE SOULUTIONS, LLC	C
10	00071055	100.00	07/20/20	11428	JESSICA ADDLEMAN	C
10	00071056	377.50	07/20/20	4839	KSB SCHOOL LAW	C
10	00071057	2,813.97	07/20/20	120129	LAKEVIEW COMMUNITY SCHOOLS	C
10	00071058	46,286.11	07/20/20	120129	TWIN RIVER PUBLIC SCHOOL	C
10	00071059	5,338.27	07/20/20	120223	LEIGH COMMUNITY SCHOOLS	C
10	00071060	2,584.80	07/20/20	120550	LOUP POWER DIST	C
10	00071061	8,770.90	07/20/20	10600	M&O DOOR PRODUCTS	C
10	00071062	211.55	07/20/20	130060	MADISON HIGH SCHOOL	C
10	00071063	52.89	07/20/20	130060	MAILBOX, THE	C
10	00071064	476.31	07/20/20	130070	MAILBOX, THE	C
10	00071065	355.18	07/20/20	1996	MAILPREP ETC.	C
10	00071066	180.00	07/20/20	9172	MAKAYLA FOWLER	C
10	00071067	100.00	07/20/20	11410	MARIA DE AGUILAR	C
10	00071068	114.25	07/20/20	5410	MARK BRADY	C
10	00071069	350.00	07/20/20	11320	MATTHEW TOWNSLEY	C
10	00071070	254.79	07/20/20	130378	MENARDS	C
10	00071071	1,864.25	07/20/20	11355	MIOTEES CUSTOM T-SHIRTS	C
10	00071072	842.28	07/20/20	130547	MNJ TECHNOLOGIES	C
10	00071073	45.00	07/20/20	9199	NACIA	C
10	00071074	30.00	07/20/20	130909	NANCY'S CAKE SHOPPE	C
10	00071075	123.07	07/20/20	140570	NEBRASKA TECHNOLOGY & TELECOM.	C
10	00071076	52.89	07/20/20	9644	NORTH BEND CENTRAL	C
10	00071077	59,072.00	07/20/20	8044	ON TO COLLEGE	C
10	00071078	1,600.00	07/20/20	160095	PERRY,GUTHERY, HAASE& GESSFORD P.C.,L.L.	C
10	00071079	155.49	07/20/20	160672	PRESTO-X	C
10	00071080	375.76	07/20/20	3697	PYRAMID SCHOOL PRODUCTS	C
10	00071081	32.83	07/20/20	170029	QUALITY SOUND	C
10	00071082	288.00	07/20/20	4189	RAMADA COLUMBUS RIVER'S EDGE CONVENTION	C
10	00071083	87.57	07/20/20	11258	RAPIDS WHOLESALE	C
10	00071084	384.96	07/20/20	9083	S&S WORLDWIDE	C
10	00071085	31.50	07/20/20	190150	SCHOOL SPEC SUPPLY INC	C
10	00071086	18,010.11	07/20/20	190164	SCHUYLER COMMUNITY SCHOOLS	C
10	00071087	80.00	07/20/20	11274	SCOTT ELECTRIC	C
10	00071088	564.15	07/20/20	190390	SHELBY-RISING CITY PUBLIC SCHOOL	C
10	00071089	255.20	07/20/20	190557	SOUTHWEST BINDING & LAMINATING	C
10	00071090	42,540.35	07/20/20	190007	ST EDWARD PUBLIC SCHOOL	C
10	00071091	4,586.40	07/20/20	190850	DAS STATE ACCOUNTING-CENTRAL FINANCE	C
10	00071092	4,049.41	07/20/20	2720	STREAKWAVE WIRELESS, INC.	C
10	00071093	33.70	07/20/20	191085	SUPER SAVER	C
10	00071094	16,800.00	07/20/20	2780	SUSAN PRESLER	C
10	00071095	1,188.00	07/20/20	11398	Special Needs Ware, INC	C
10	00071096	362.50	07/20/20	140691	THE HOME DEPOT PRO	C
10	00071097	65,473.02	07/20/20	200493	TWIN RIVER PUBLIC SCHOOL	C
10	00071098	112.25	07/20/20	200606	U & I SANITATION	C
10	00071099	1,324.33	07/20/20	10320	VERIZON WIRELESS	C
10	00071100	52.89	07/20/20	230022	WAHOO PUBLIC SCHOOL	C
10	00071101	384.51	07/20/20	230051	WALMART COMMUNITY - MIG	C
10	00071102	52.89	07/20/20	230195	WAYNE COMM. SCHOOLS	C
10	00071103	52.89	07/20/20	230340	WISNER-PILGER SCHOOL	C
10	00071104	775.68	07/20/20	10545	YARIBEY RODRIGUEZ	C
10	00071105	435.70	07/20/20	10510	ABBY PFISTER	A
10	00071106	895.28	07/20/20	10030	ANA KAREN GARCIA MEDINA	A
10	00071107	109.83	07/20/20	1082	ANGEL D MAYBERRY	A
10	00071108	928.05	07/20/20	180474	DARLENE RODRIGUEZ	A

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor		Type
10	00071109	385.83	07/20/20	10529	DAVID VANDERHEIDEN	A
10	00071110	472.65	07/20/20	20135	ISAURA BARRETO	A
10	00071111	301.88	07/20/20	10952	JENNIFER RIVERA	A
10	00071112	71.30	07/20/20	4847	KERRI JO KRIVOHLAVEK	A
10	00071113	44.85	07/20/20	160636	LARIANNE POLK	A
10	00071114	90.59	07/20/20	190384	LARRY SHEFCYK	A
10	00071115	286.93	07/20/20	4650	MELINDA VELECELA	A
10	00071116	473.80	07/20/20	8788	NATHALIE VARGAS	A
10	00071117	832.03	07/20/20	10960	ROSA WALDROP	A
Total Bank No 10		**987,026.57**				

Total Manual Checks	**.00**
Total Computer Checks	**981,697.85**
Total ACH Checks	**5,328.72**
Total Other Checks	**.00**
Total Electronic Checks	**.00**
Total Computer Voids	**.00**
Total Manual Voids	**.00**
Total ACH Voids	**.00**
Total Other Voids	**.00**
Total Electronic Voids	**.00**
Grand Total	**987,026.57**
Number of Checks	**119**

Batch Yr	Batch No	Amount
20	000245	130,835.61
20	000246	82,248.71
20	000247	273,940.05
20	000252	500,002.20

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor		Type
10	00071129	2,677.15	08/20/20	10007	A&M BUSINESS PRINTING	C
10	00071130	88.96	08/20/20	10013	ACE HARDWARE	C
10	00071131	5.52	08/20/20	10060	ADMINISTRATORS IN-SERVICE	C
10	00071132	197.00	08/20/20	190428	ALMQUIST, MALTZAHN, GALLOWAY & LUTH, PC	C
10	00071133	7,654.21	08/20/20	10391	AMAZON	C
10	00071134	1,120.68	08/20/20	7633	ANA SANTOS	C
10	00071135	108.46	08/20/20	9504	ANNE BAPTISTE	C
10	00071136	3,259.00	08/20/20	10681	APPLE COMPUTER, INC.	C
10	00071137	254.43	08/20/20	6114	AVERA MEDICAL GROUP-O'NEILL	C
10	00071138	84.00	08/20/20	10910	AWARDS & ENGRAVING	C
10	00071139	23,672.00	08/20/20	10103	B-D CONSTRUCTION	C
10	00071140	128.60	08/20/20	20250	BEARD-WARREN HEATING & AIR	C
10	00071141	16,387.59	08/20/20	20428	BOONE CENTRAL SCHOOLS	C
10	00071142	98.90	08/20/20	6700	BROOKE KAVAN	C
10	00071143	13,984.42	08/20/20	30039	CAPITAL ONE BANK (USA), N.A.	C
10	00071144	898.99	08/20/20	30038	CAPITAL ONE-SPED ARNDT	C
10	00071145	1,250.14	08/20/20	2097	CAPITAL ONE-SPED KASSING	C
10	00071146	31,172.46	08/20/20	30235	CENTRAL CITY PUB SCHOOL	C
10	00071147	100.00	08/20/20	280	CHRISTINA KILGORE	C
10	00071148	422.94	08/20/20	30550	CITY OF COLUMBUS WATER & SANIT	C
10	00071149	8,388.07	08/20/20	30610	CLARKSON PUBLIC SCHOOLS	C
10	00071150	11,229.29	08/20/20	31462	CROSS COUNTY SCHOOL	C
10	00071151	284.00	08/20/20	4812	CUBBY'S, INC.	C
10	00071152	1,740.00	08/20/20	40235	DAVID CITY PUBLIC SCHOOL	C
10	00071153	12,118.10	08/20/20	40725	EAKES OFFICE SOLUTIONS	C
10	00071154	4,844.85	08/20/20	50060	EAST BUTLER PUBLIC SCHOOL	C
10	00071155	506,239.17	08/20/20	50825	ED SERVICE UNIT 7-PAYROLL	C
10	00071156	129.50	08/20/20	50515	ELECTRICAL ENGINEERING & EQ.	C
10	00071157	23,185.00	08/20/20	50595	ENGINEERED CONTROLS	C
10	00071158	89.95	08/20/20	50630	ERNST AUTO CENTER	C
10	00071159	189.20	08/20/20	7560	HOSTED SERVICES	C
10	00071160	363.06	08/20/20	50750	ESU 10	C
10	00071161	9,235.88	08/20/20	50645	ESU 2	C
10	00071162	661.18	08/20/20	50652	ESUCC	C
10	00071163	38.68	08/20/20	60056	FIRST NATIONAL BANK	C
10	00071164	3,397.97	08/20/20	10839	FRONTLINE TECHNOLOGIES GROUP LLC	C
10	00071165	1,740.00	08/20/20	60800	FULLERTON PUBLIC SCHOOL	C
10	00071166	153.59	08/20/20	70406	GOTTBERG AUTO COMPANY LLC	C
10	00071167	292.50	08/20/20	7013	GREAT PLAINS COMMUNICATIONS	C
10	00071168	6,052.41	08/20/20	80390	HIGH PLAINS COMMUNITY SCHOOLS	C
10	00071169	31.31	08/20/20	4944	HOBBY LOBBY	C
10	00071170	96.00	08/20/20	80500	HOLIDAY INN EXPRESS-HASTINGS	C
10	00071171	558.00	08/20/20	80543	HOMETOWN LEASING	C
10	00071172	10,063.71	08/20/20	80670	HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	C
10	00071173	2,999.23	08/20/20	80860	HUMPHREY PUBLIC SCHOOL	C
10	00071174	1,117.31	08/20/20	80880	HY-VEE	C
10	00071175	374.00	08/20/20	11401	ILASCD SEL	C
10	00071176	582.20	08/20/20	10561	INNOVATIVE OFFICE SOULUTIONS, LLC	C
10	00071177	97.33	08/20/20	6319	JOURNEYED.COM, INC.	C
10	00071178	31,733.00	08/20/20	6300	KAGAN PROFESSIONAL DEVELOPMENT	C
10	00071179	1,860.00	08/20/20	4839	KSB SCHOOL LAW	C
10	00071180	3,784.98	08/20/20	120129	LAKEVIEW COMMUNITY SCHOOLS	C
10	00071181	317.40	08/20/20	6718	LAURA PLAS	C
10	00071182	12,109.76	08/20/20	120223	LEIGH COMMUNITY SCHOOLS	C
10	00071183	2,488.61	08/20/20	120550	LOUP POWER DIST	C

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor		Type
10	00071184	8.00	08/20/20	10600	M&O DOOR PRODUCTS	C
10	00071185	220.36	08/20/20	130060	MADISON HIGH SCHOOL	C
10	00071186	24.11	08/20/20	130070	MAILBOX, THE	C
10	00071187	505.54	08/20/20	1996	MAILPREP ETC.	C
10	00071188	32.09	08/20/20	5410	MARK BRADY	C
10	00071189	175.56	08/20/20	11509	MEAD LUMBER	C
10	00071190	550.48	08/20/20	130378	MENARDS	C
10	00071191	1,192.16	08/20/20	130547	MNJ TECHNOLOGIES	C
10	00071192	590.00	08/20/20	7650	NANCY CHRISTENSEN	C
10	00071193	222.92	08/20/20	3700	NATIONAL ART & SCHOOL SUPPLIES	C
10	00071194	300.00	08/20/20	140351	NCSA	C
10	00071195	123.78	08/20/20	140570	NEBRASKA TECHNOLOGY & TELECOM.	C
10	00071196	850.00	08/20/20	140525	NRCSA	C
10	00071197	4,612.18	08/20/20	150330	OSCEOLA PUBLIC SCHOOLS	C
10	00071198	164.45	08/20/20	418	OTIS PIERCE	C
10	00071199	17,316.50	08/20/20	160033	PALMER PUBLIC SCHOOL	C
10	00071200	1,672.00	08/20/20	160040	THE PARENT INSTITUTE	C
10	00071201	211.83	08/20/20	160450	PIZZA RANCH	C
10	00071202	113.94	08/20/20	160530	PLATTE VALLEY PRINTING	C
10	00071203	440.95	08/20/20	11495	PLAY THERAPY SUPPLY LLC	C
10	00071204	156.83	08/20/20	160672	PRESTO-X	C
10	00071205	32.83	08/20/20	170029	QUALITY SOUND	C
10	00071206	70.00	08/20/20	10826	AUTO GLASS CENTER, INC.	C
10	00071207	344.73	08/20/20	190150	SCHOOL SPEC SUPPLY INC	C
10	00071208	2,810.00	08/20/20	4987	SCHOOLKIDZ.com LLC	C
10	00071209	1,740.00	08/20/20	190164	SCHUYLER COMMUNITY SCHOOLS	C
10	00071210	5,034.90	08/20/20	190390	SHELBY-RISING CITY PUBLIC SCHOOL	C
10	00071211	4,134.00	08/20/20	190500	SOLUTION TREE	C
10	00071212	972.39	08/20/20	190557	SOUTHWEST BINDING & LAMINATING	C
10	00071213	1,160.00	08/20/20	190007	ST EDWARD PUBLIC SCHOOL	C
10	00071214	4,586.40	08/20/20	190850	DAS STATE ACCOUNTING-CENTRAL FINANCE	C
10	00071215	1,701.55	08/20/20	2720	STREAKWAVE WIRELESS, INC.	C
10	00071216	31.20	08/20/20	191085	SUPER SAVER	C
10	00071217	350.92	08/20/20	160655	CENTERPOINT ENERGY SERVICES , INC.	C
10	00071218	528.00	08/20/20	6823	THINKING COLLABORATIVE, LLC	C
10	00071219	1,794.65	08/20/20	200493	TWIN RIVER PUBLIC SCHOOL	C
10	00071220	50.00	08/20/20	200500	TYPHOON WASH	C
10	00071221	112.25	08/20/20	200606	U & I SANITATION	C
10	00071222	1,376.81	08/20/20	10320	VERIZON WIRELESS	C
10	00071223	2,999.00	08/20/20	11444	VOCATIONAL RESEARCH INSTITUTE LLC	C
10	00071224	276.66	08/20/20	230051	WALMART COMMUNITY - MIG	C
10	00071225	282.07	08/20/20	230195	WAYNE COMM. SCHOOLS	C
10	00071226	8,954.40	08/20/20	230374	WORLD BOOK, INC. WORLD BOOK SCHOOL & LIB	C
10	00071227	597.43	08/20/20	10545	YARIBEY RODRIGUEZ	C
10	00071228	75.90	08/20/20	10510	ABBY PFISTER	A
10	00071229	794.65	08/20/20	10030	ANA KAREN GARCIA MEDINA	A
10	00071230	216.20	08/20/20	1082	ANGEL D MAYBERRY	A
10	00071231	24.15	08/20/20	250100	ANGELA ARNDT	A
10	00071232	1,353.60	08/20/20	5096	CHRIS CHVALA	A
10	00071233	110.98	08/20/20	70017	CYNTHIA ALARCON	A
10	00071234	116.15	08/20/20	50579	DAN ELLSWORTH	A
10	00071235	885.50	08/20/20	180474	DARLENE RODRIGUEZ	A
10	00071236	404.80	08/20/20	10529	DAVID VANDERHEIDEN	A
10	00071237	43.70	08/20/20	9822	ELIZABETH LAWRENCE	A
10	00071238	668.08	08/20/20	20135	ISAURA BARRETO	A

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor		Type
10	00071239	54.05	08/20/20	9580	JASON TROTTER	A
10	00071240	208.73	08/20/20	10952	JENNIFER RIVERA	A
10	00071241	47.15	08/20/20	4847	KERRI JO KRIVOHLAVEK	A
10	00071242	85.28	08/20/20	190385	LINDA SHEFCYK	A
10	00071243	90.85	08/20/20	50632	MEGAN KASSING	A
10	00071244	363.40	08/20/20	8788	NATHALIE VARGAS	A
10	00071245	472.65	08/20/20	10960	ROSA WALDROP	A
10	00071246	100.05	08/20/20	10537	TAMMY ROH	A
10	00071247	44.85	08/20/20	11436	TAMRA CLAY	A
Total Bank No 10		**837,735.28**				

Total Manual Checks	**.00**
Total Computer Checks	**831,574.56**
Total ACH Checks	**6,160.72**
Total Other Checks	**.00**
Total Electronic Checks	**.00**
Total Computer Voids	**.00**
Total Manual Voids	**.00**
Total ACH Voids	**.00**
Total Other Voids	**.00**
Total Electronic Voids	**.00**
Grand Total	**837,735.28**
Number of Checks	**119**

Batch Yr	Batch No	Amount
20	000265	120,574.35
20	000266	193.74
20	000270	506,239.17
20	000272	173,774.99
20	000274	35,801.38
20	000276	1,151.65

Inservice Account

	Transaction/Explanation	Receipt	Expenditures	Balance
7/8/20	Columbus Transfer Station (dispose of branches/shrubbery)		$5.52	$5.52

Expenditures	$5.52

Article III, Section 4, C Depositories of Funds

The Board will annually approve 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.

Legal Reference:	§§ 77-2386 to 77-23,106 (Public Funds Deposit Security Act)
Date of Adoption:	September 13, 2018

Return to Table of Contents

PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. Term of Employment. This contract shall commence on the _1_ day of September, 2020. This contract shall terminate on the _31_ day of _August_, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 200 days of service in any given fiscal year, which is exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: _____Grant Coordinator_____. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. Employment Status. The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of $79,040.00 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of $6,586.67 in accordance with ESU's payment practices for professional

staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

6. Fringe Benefits. ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

7. Policies, Rules and Regulations. The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

8. Termination of Employment. This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

9. Duty to Report. The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation,

whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

11. Deductions. The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

12. Private Automobiles. ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

13. Entirety of Contract and Amendments. The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

14. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

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

_____ _____

Secretary, Board of ESU7 President, Board of ESU7

Executed by the Employee this 2nd day of July, 2020.

Employee

Professional (Exempt) Notes/Comments
Do not print with contract
FOR OFFICE USE ONLY

Grant Coordinators
PD Coordinators

Leading Serving Supporting
ESU7

PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. Term of Employment. This contract shall commence on the 1st day of September, 2020. This contract shall terminate on the 31st day of August, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 225 days of service in any given fiscal year, which is exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: Professional Development Coordinator. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. Employment Status. The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of $91,047.11 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of $7,587.26 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

6. Fringe Benefits. ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

7. Policies, Rules and Regulations. The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

8. Termination of Employment. This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

9. Duty to Report. The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall

be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

11. Deductions. The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

12. Private Automobiles. ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

13. Entirety of Contract and Amendments. The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

14. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed by the Board of ESU7 this 17th day of August, 2020.

Secretary, Board of ESU7 | President, Board of ESU7

Executed by the Employee this 8 day of June, 2020.

Brodie J Kavan

Employee

Leading Serving Supporting
ESU7

PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. Term of Employment. This contract shall commence on the 1st day of September, 2020. This contract shall terminate on the 31st day of August, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 225 days of service in any given fiscal year, which is exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: Professional Development Coordinator. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. Employment Status. The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of $88,901.44 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of $7,408.45 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

6. Fringe Benefits. ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

7. Policies, Rules and Regulations. The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

8. Termination of Employment. This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

9. Duty to Report. The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall

be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

11. Deductions. The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

12. Private Automobiles. ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

13. Entirety of Contract and Amendments. The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

14. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed by the Board of ESU7 this 17 day of August, 2020.

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Employee this 24th day of July, 2020.

Employee

PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. Term of Employment. This contract shall commence on the 1st day of September, 2020. This contract shall terminate on the 31st day of August, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 245 days of service in any given fiscal year, which is inclusive of vacation and exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: Network & Systems Administrator. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. Employment Status. The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of $78,816.92 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of $6,568.08 in accordance with ESU's payment practices for professional

staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

6. Fringe Benefits. ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

7. Policies, Rules and Regulations. The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

8. Termination of Employment. This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

9. Duty to Report. The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or

provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

11. Deductions. The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

12. Private Automobiles. ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

13. Entirety of Contract and Amendments. The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

14. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed by the Board of ESU7 this 17 day of August, 2020.

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Employee this 27th day of July, 2020.

Employee

PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. Term of Employment. This contract shall commence on the 1st day of September, 2020. This contract shall terminate on the 31st day of August, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 245 days of service in any given fiscal year, which is exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: Grant Coordinator. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. Employment Status. The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of $87,665.06 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of $7,305.42 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

6. Fringe Benefits. ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

7. Policies, Rules and Regulations. The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

8. Termination of Employment. This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

9. Duty to Report. The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall

be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

11. Deductions. The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

12. Private Automobiles. ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

13. Entirety of Contract and Amendments. The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

14. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed by the Board of ESU7 this 17 day of August, 2020.

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Employee this 3rd day of August, 2020.

Employee

PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. Term of Employment. This contract shall commence on the 1st day of September, 2020. This contract shall terminate on the 31st day of August, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 245 days of service in any given fiscal year, which is exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: Network Operations Director. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. Employment Status. The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of $118,020.73 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of $9,835.06 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

6. Fringe Benefits. ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

7. Policies, Rules and Regulations. The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

8. Termination of Employment. This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

9. Duty to Report. The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall

be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

11. Deductions. The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

12. Private Automobiles. ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

13. Entirety of Contract and Amendments. The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

14. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed by the Board of ESU7 this 17th day of August, 2020.

Secretary, Board of ESU7 President, Board of ESU7

Executed by the Employee this 1 day of June, 2020.

Employee

PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. Term of Employment. This contract shall commence on the 1st day of September, 2020. This contract shall terminate on the 31st day of August, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 245 days of service in any given fiscal year, which is inclusive of vacation and exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: District Technology Coordinator. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. Employment Status. The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of $56,028.50 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of $4,669.04 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

6. Fringe Benefits. ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

7. Policies, Rules and Regulations. The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

8. Termination of Employment. This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

9. Duty to Report. The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to

the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

11. Deductions. The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

12. Private Automobiles. ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

13. Entirety of Contract and Amendments. The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

14. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed by the Board of ESU7 this 17 day of August, 2020.

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Employee this 31 day of July, 2020.

Employee

PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. Term of Employment. This contract shall commence on the 1st day of September, 2020. This contract shall terminate on the 31st day of August, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 245 days of service in any given fiscal year, which is inclusive of vacation and exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: District Technology Coordinator. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. Employment Status. The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of $57,496.45 subject to applicable deductions and federal and state withholding. The salary shall be paid in eleven (11) equal monthly payments of $4,791.37 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

6. Fringe Benefits. ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

7. Policies, Rules and Regulations. The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

8. Termination of Employment. This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

9. Duty to Report. The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to

the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

11. Deductions. The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

12. Private Automobiles. ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

13. Entirety of Contract and Amendments. The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

14. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed by the Board of ESU7 this 17 day of August, 2020.

Secretary, Board of ESU7 | President, Board of ESU7

Executed by the Employee this _____ day of _____, 20___.

Jason Fritter

Employee

PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. Term of Employment. This contract shall commence on the 1st day of September, 2020. This contract shall terminate on the 31st day of August, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 245 days of service in any given fiscal year, which is inclusive of vacation and exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: Database Administrator. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. Employment Status. The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of $78,816.92 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of $6,568.08 in accordance with ESU's payment practices for professional

staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

6. Fringe Benefits. ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

7. Policies, Rules and Regulations. The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

8. Termination of Employment. This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

9. Duty to Report. The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or

provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

11. Deductions. The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

12. Private Automobiles. ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

13. Entirety of Contract and Amendments. The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

14. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed by the Board of ESU7 this 17th day of August, 2020.

Secretary, Board of ESU7 | President, Board of ESU7

Executed by the Employee this 5 day of June, 2020.

Employee

Leading Serving Supporting
ESU7

PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. Term of Employment. This contract shall commence on the 1st day of September, 2020. This contract shall terminate on the 31st day of August, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 225 days of service in any given fiscal year, which is exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: Professional Development Coordinator. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. Employment Status. The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of $86,755.77 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of $7,229.65 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

6. Fringe Benefits. ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

7. Policies, Rules and Regulations. The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

8. Termination of Employment. This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

9. Duty to Report. The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall

be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

11. Deductions. The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

12. Private Automobiles. ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

13. Entirety of Contract and Amendments. The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

14. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed by the Board of ESU7 this 17 day of August, 2020.

Secretary, Board of ESU7 | President, Board of ESU7

Executed by the Employee this 4th day of June, 2020

Laura M. Plas

Employee

CERTIFICATED PROFESSIONAL CONTRACT

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

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

1 **Term of Employment**. This agreement shall commence on the 1st day of September, 2020 and may be terminated pursuant to Section 7 of this agreement. This term shall consist of 245 days of service in any given fiscal year, which is inclusive of vacation and exclusive of holidays.

2 **Compensation**: The Party shall be paid a yearly salary of $109,851.29 paid in 12 monthly payments of $9,154.27. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

3 **Fringe Benefits**: ESU7 agrees to provide the same fringe benefits as annually approved by the Board of ESU7.

4 **Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.

5 **Policies, Rules and Regulations**. The Party agrees to be governed by the policies of the Board of ESU7, the rules and regulations of ESU7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU7 and rules and regulations of the ESU7 may be changed at any time, with or without notice to the Party.

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

7 **Termination of Employment**. Should the party violate any of the terms of this contract, or in the performance of his/her assigned duties fail satisfactorily to perform, the Board of ESU7 may upon a finding of just cause, all as set forth hereafter, terminate this contract. Prior to any final decision to terminate this contract prior to the completion of the contract period, the ESU Administrator shall notify the party in writing of any conditions of unsatisfactory performance which the ESU Administrator considers may be just cause to terminate this contract prior to the end of the contract period. The Party will be provided the due process rights provided to them by policy and statute.

8 **Disability.** Should the Party be unable to perform the essential functions of the position by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than two (2) months; or if such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may, in its discretion, terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate.

9 **Deductions**. This contract shall conform to the federal and state regulations governing deductions from the compensation stated herein with reference to withholding tax, social security, and teacher's retirement. Other deductions may be withheld as agreed to by the parties of this contract.

10 **Private Automobiles**. ESU7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU7 in accordance with such mileage reimbursement policies of the Board of ESU7 or as otherwise provided for the in the Negotiated Master Agreement.

11 **Entirety of Agreement and Amendments**. The Party certifies that he or she has read the foregoing Certificated Contract, fully understands its terms and conditions and agrees that the foregoing Certificated Contract constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Certificated Contract shall be subject to modification only by a written instrument signed by the Party and the ESU7 Administrator.

12 **Amendments to be in Writing.** This contract may be modified or amended only by a written document duly authorized and executed by the ESU7 Administrator and the Board.

13 **Applicable Law**. This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

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

Executed by the Board of ESU7 this 17th day of August, 2020.

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Party this 18th day of June, 2020.

Marcia A. Ostmeyer
Party

Leading Serving Supporting

ESU 7

PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. Term of Employment. This contract shall commence on the 1st day of September, 2020. This contract shall terminate on the 31st day of August, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 225 days of service in any given fiscal year, which is exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: Professional Development Coordinator. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. Employment Status. The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of $86,755.77 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of $7,229.65 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

6. Fringe Benefits. ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

7. Policies, Rules and Regulations. The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

8. Termination of Employment. This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

9. Duty to Report. The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall

be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

11. Deductions. The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

12. Private Automobiles. ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

13. Entirety of Contract and Amendments. The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

14. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed by the Board of ESU7 this 17 day of August, 2020.

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Employee this 29th day of May, 2020.

Employee

ESU7

PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. **Term of Employment.** This contract shall commence on the 1st day of September, 2020. This contract shall terminate on the 31st day of August, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 185 days of service in any given fiscal year, which is exclusive of holidays.

2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: MEP Education Liaison. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. **Compensation.** The Employee shall be paid an annual salary of $54,850.17 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of $4,570.85 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall

be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed by the Board of ESU7 this 17 day of August, 2020.

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Employee this 1st day of June, 2020.

Employee

Leading Serving Supporting
ESU7

PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. Term of Employment. This contract shall commence on the 1st day of September, 2020. This contract shall terminate on the 31st day of August, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 225 days of service in any given fiscal year, which is exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: Professional Development Coordinator. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. Employment Status. The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of $100,201.50 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of $8,350.13 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

6. Fringe Benefits. ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.

7. Policies, Rules and Regulations. The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

8. Termination of Employment. This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.

9. Duty to Report. The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:

A. Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
B. Any arrest for any reason;
C. Any criminal conviction;
D. Any sentence of incarceration;
E. Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
F. Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
G. Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall

be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

11. Deductions. The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.

12. Private Automobiles. ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.

13. Entirety of Contract and Amendments. The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.

14. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.

15. Severability. If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

Executed by the Board of ESU7 this 17 day of August, 2020.

Secretary, Board of ESU7 | President, Board of ESU7

Executed by the Employee this 1st day of June, 2020.

Otis A. Pearce

Employee

June'20 Treasurer Report

Beginning Balance June 1, 2020				**$50,336.09**		
RECEIPTS						
Property taxes			$308,405.30			
SPED			$368,200.77			
General/Flow Through			$82,662.16			
Grants			$612,155.39			
TOTAL RECEIPTS			$1,371,423.62	$1,371,423.62		
				$1,421,759.71		
Transfer to Money Market				$550,000.00	-	
Total Funds Available				$871,759.71		
DISBURSEMENTS:						
General Fund			$236,301.91			
SPED			$309,952.32			
Grants			$197,905.53			
Total DISBURSEMENTS Check #70921 thru #70998			$744,159.76	$744,159.76	-	
Ending balance, JUNE 30, 2020				**$127,599.95**		
Checking balance					$127,599.95	
Money Market Deposit Account at First National Bank					$3,705,000.00	
Money Market Deposit Account at First National Bank					$100,000.00	
Money Market Deposit Account at Bank of Clarks					$100,000.00	
Money Market Deposit Account at Columbus Bank & Trust					$100,000.00	
Certificate of Deposit - Great Western Bank					$200,000.00	
Certificate of Deposit - First National Bank-Columbus					$100,000.00	
TOTAL CASH ON HAND (includes cash reserve amount below)						**$4,432,599.95**
CASH RESERVE	**$1,294,879.97**					
Funds that are due to ESU 7						
Grants				($782,501.21)		
Production/Art Media Accounts Receivable			($5,785.25)			
Network Support Accounts Receivable			($9,478.75)			
Misc. Flow thru Accounts Receivable			($18,494.66)			
Outstanding Receivables				($33,758.66)		
Total due to ESU 7				($816,259.87)		

	2018-2019	**2019-2020**	**2018-2019**	**2019-2020**
	Dollars Spent Per Month	**Dollars Spent Per Month**	**Percentage spent each month**	**Percentage spent each month**
September	$202,681.49	$233,594.34	7.71%	9.02%
October	$202,854.45	$175,297.11	7.72%	6.77%
November	$184,498.40	$202,501.62	7.02%	7.82%
December	$163,233.94	$165,182.58	6.21%	6.38%
January	$183,799.94	$177,711.62	6.99%	6.86%
February	$180,933.62	$172,776.96	6.88%	6.67%
March	$159,254.61	$162,892.28	6.06%	6.29%
April	$191,079.86	$168,956.78	7.27%	6.52%
May	$211,618.36	$159,258.47	8.05%	6.15%
June	$159,793.86	$182,728.21	6.08%	7.06%
July	$171,051.50		6.51%	0.00%
August	$171,858.59		6.54%	0.00%
Approved Total General Budget for Levy $			$2,628,278.46	$2,589,759.94
Total Spent to date			$2,182,658.62	$1,800,899.97
Dollars approved from cash reserve				$75,508.79

Total Budget	$14,047,117.89
30% of budget	$4,214,135.37
Total budget spent to date	$7,113,050.38

NOTES

July '20 Treasurer Report

Beginning Balance July 1, 2020				**$127,599.95**		
RECEIPTS						
Property taxes			$23,634.27			
SPED			$318,702.84			
General/Flow Through			$151,693.20			
Grants			$38,271.92			
TOTAL RECEIPTS			$532,302.23	$532,302.23		
				$659,902.18		
Transfer to Money Market				$400,000.00	+	
Total Funds Available				$1,059,902.18		
DISBURSEMENTS:						
General Fund			$332,414.07			
SPED			$304,035.88			
Grants			$351,188.87			
Total DISBURSEMENTS Check #70999 thru #71128			$987,638.82	$987,638.82	-	
Ending balance, JULY 31, 2020				**$72,263.36**		
Checking balance					$72,263.36	
Money Market Deposit Account at First National Bank					$3,305,000.00	
Money Market Deposit Account at First National Bank					$100,000.00	
Money Market Deposit Account at Bank of Clarks					$100,000.00	
Money Market Deposit Account at Columbus Bank & Trust					$100,000.00	
Certificate of Deposit - Great Western Bank					$200,000.00	
Certificate of Deposit - First National Bank-Columbus					$100,000.00	
TOTAL CASH ON HAND (includes cash reserve amount below)						**$3,977,263.36**
CASH RESERVE	**$1,294,879.97**					
Funds that are due to ESU 7						
Grants				($1,097,381.81)		
Production/Art Media Accounts Receivable			($18,560.35)			
Network Support Accounts Receivable			($11,811.92)			
Misc. Flow thru Accounts Receivable			($47,047.77)			
Outstanding Receivables				($77,420.04)		
Total due to ESU 7				($1,174,801.85)		

	2018-2019	**2019-2020**	**2018-2019**	**2019-2020**
	Dollars Spent Per Month	**Dollars Spent Per Month**	**Percentage spent each month**	**Percentage spent each month**
September	$202,681.49	$233,594.34	7.71%	9.02%
October	$202,854.45	$175,297.11	7.72%	6.77%
November	$184,498.40	$202,501.62	7.02%	7.82%
December	$163,233.94	$165,182.58	6.21%	6.38%
January	$183,799.94	$177,711.62	6.99%	6.86%
February	$180,933.62	$172,776.96	6.88%	6.67%
March	$159,254.61	$162,892.28	6.06%	6.29%
April	$191,079.86	$168,956.78	7.27%	6.52%
May	$211,618.36	$159,258.47	8.05%	6.15%
June	$159,793.86	$182,728.21	6.08%	7.06%
July	$171,051.50	$185,558.73	6.51%	7.17%
August	$171,858.59		6.54%	0.00%
Approved Total General Budget for Levy $			$2,628,278.46	$2,589,759.94
Total Spent to date			$2,182,658.62	$1,986,458.70
Dollars approved from cash reserve				$75,508.79

Total Budget	$14,047,117.89
30% of budget	$4,214,135.37
Total budget spent to date	$8,100,689.20

NOTES

Section 2 – Title IX

Article V, Section 2, A Title IX Procedure for Complaints of Sexual Harassment

A. Complaint Procedure - Generally

All employees are responsible for helping to prevent sexual harassment. Employees, or students, who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. **Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.**

2. **For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.**

3. **Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.**

4. **For student reporters, contact any teacher, counselor, or administrator.**

5. **Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator may file a formal complaint and begin the following complaint procedure.**

Allegations of sexual harassment or discrimination shall be investigated and, if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against an employee or student for reporting discrimination or harassment.

B. Response to a Formal Complaint:

1. Filing Formal Complaint: An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

TITLE IX COORDINATOR CONTACT INFORMATION
[NAME]
[ADDRESS]
[PHONE NUMBER]
[EMAIL ADDRESS]

The formal complaint must be signed by the complainant or by the Title IX Coordinator. The following procedures apply only in the event that a formal complaint is filed. All other allegations of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

2. Immediate Actions upon Receipt of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following to all known parties of (A): The complaint procedure as outlined in this regulation; and (B): Notice of the allegations of sexual harassment, including: (i) the identities of the parties involved, if known; and (ii) the conduct allegedly constituting sexual harassment; and (iii) the date and location of the alleged incident.

The parties to the formal complaint may select an advisor of their choice, who may be, but is not required to be, an attorney.

3. Investigation of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall notify the Investigator. The Investigator will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involves possible criminal conduct, the ESU will notify the complainant of his or her right to file a criminal complaint, and ESU employees will not dissuade the complainant from filing a criminal complaint either during or after the ESU's investigation.

The Investigator will aim to complete its investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the formal complaint, the number of witnesses that may need to be interviewed, and whether the police are also conducting an investigation into the allegations. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as he or she deems necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, investigator, decision-maker, or any person designated by the ESU to facilitate this complaint procedure, shall not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The ESU shall ensure that Title IX Coordinators, investigators, decision-makers, and any persons who facilitate this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the ESU's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The ESU shall ensure that the individuals involved in the complaint procedure receive training on issues of relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:

a. **Providing the parties with the opportunity to present witnesses and provide evidence.**
b. **An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.**
c. **For allegations involving harassment, some of the factors the ESU will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.**
d. **A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)**

(C) *Rights of the Parties:* The respondent is entitled to a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The Investigator shall provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice if the Investigator deems appropriate. However, the Investigator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, if the restrictions apply equally to both parties.

The Investigator shall provide to all witnesses expected to attend a meeting notice of the date, time, location, participants, and purpose of all hearings within two (2) days of the meeting.

Up until the conclusion of the investigation, the parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint. This includes the evidence upon which the Investigator does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence obtained from any source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

The ESU retains the right to place an employee on administrative leave during the pendency of an investigation. The ESU also retains the right to remove a student from the ESU's educational program prior to the conclusion of the investigation. In the event of a removal, the respondent shall have the opportunity to challenge the decision for removal.

(D) *Conclusion of Investigation*: Prior to the conclusion of the investigation, the investigator shall send each party and the party's advisor, if any, the evidence that is subject to inspection and review in an electronic format or a hard copy. The parties shall then have ten (10) days to submit a written response, which the investigator will consider.

Once the investigator has considered the written statements of the parties, if any, and any questions of the parties, if any, the investigator shall create an investigative report that fairly summarizes relevant evidence. The investigator shall then submit the written investigation report to the decision-maker. The parties shall each receive a copy of the final investigative report at the same time as the decision-maker.

4. <u>Decision of Responsibility</u>: The decision-maker shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision-maker shall provide ten (10) days for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.

Once the decision-maker has considered the written questions of the parties, if any, the decision-maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame as determined by the Title IX Coordinator. The decision-maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as complainant, respondent, or witness. The decision-maker shall provide the written determination to both parties simultaneously. The written determination must include:

a. Identification of the allegations potentially constituting sexual harassment;
b. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
c. Findings of fact supporting the determination;
d. Conclusions regarding the application of each recipient's code of conduct to the facts;
e. A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
f. The recipient's procedures and permissible bases for the complainant and respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the ESU to disclose relevant information to a student who was discriminated against or harassed.

5. Supportive Measures and Disciplinary Actions:

Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the ESU's educational environment to deter sexual harassment.

Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The ESU shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the ESU to provide the supportive measures.

At the conclusion of the investigation, the decision-maker may institute disciplinary measures to the respondent if the decision-maker determines that the respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and in the case of an employee, disciplinary action up to and including dismissal from employment. This policy does not limit or prohibit the ESU from instituting disciplinary measures if, in the course of the investigation, it determines that the complainant or respondent violated the student code of conduct.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the decision-maker, they may appeal on the following basis:

a. **Procedural irregularity that affected the outcome of the matter;**
b. **New evidence, that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and**
c. **The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against the complainant or respondent generally or the individual complainant or respondent that affected the outcome of the matter.**

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the ESU Administrator.

Upon notice of an appeal by either party, the ESU Administrator shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The ESU Administrator shall give both parties a reasonable and equal opportunity to submit a written statement in support of, or challenging the outcome.

The ESU Administrator shall review the investigative report, decision-maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The ESU Administrator shall provide the written decision simultaneously to both parties.

D. Informal Resolution

If a formal complaint is filed, the ESU may offer the complainant and respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

a. **Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;**
b. **The parties' voluntary written consent to the informal resolution process; and**
c. **That the allegations of the formal complaint do not involve any allegations that an employee sexually harassed a student.**

E. Record Keeping

The ESU will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, any transcripts, or audio recordings pertaining to the investigative and appeal proceedings for a period of seven (7) years.

Legal Reference: Title IX

Date of Adoption: [Insert Date]

Section 1 - Non - Discrimination

Article V, Section 1, A Policy of Non-Discrimination

A. Policy of Non-Discrimination

ESU 7 does not discriminate 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 and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Tami Clay, Special Education Director, 2563 44th Avenue, Columbus, NE 68601 (402) 564-0815 (tclay@esu7.org).

Employees and Others: Dr. Larianne Polk, Chief Administrator, 2657 44th Avenue, Columbus, NE 68601 (402) 564-5753 (lpolk@esu7.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate ~~supervisor~~ **Coordinator**. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

ESU 7 is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by ESU employees, including co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Return to Table of Contents

Educational programs and activities include all academic, educational, **extracurricular, athletic,** and other programs of the ESU, whether those programs take place in the ESU facilities, in an ESU vehicle, **at a class** or training program sponsored by the ESU at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, may include, but is not limited to:

a. Name-calling,
b. Teasing or taunting,
c. Insults, slurs, or derogatory names or remarks,
d. Demeaning jokes,
e. Inappropriate gestures,
f. Graffiti or inappropriate written or electronic material,
g. Visual displays, such as cartoons, posters, or electronic images,
h. Threats or intimidating or hostile conduct,
i. Physical acts of aggression, assault, or violence, or
j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

a. Unwelcome sexual advances or propositions,
b. Requests or pressure for sexual favors,
c. Comments about an individual's body, sexual activity, or sexual attractiveness,
d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as awards, privileges, promotions, etc., or
g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the ESU knows or reasonably should know about possible harassment, including violence, the ESU will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the ESU determines that unlawful harassment occurred, the ESU will take prompt and effective action to eliminate the

Return to Table of Contents

harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off ESU property creates a hostile environment at the ESU, the ESU will follow this policy and grievance procedure, within the scope of its authority.

All ESU employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

1. Anti-retaliation:
The ESU prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the ESU's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The ESU will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying **students,** employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the ESU will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

2. Grievance (or Complaint) Procedures:
Employees **or students** should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee **or student** is uncomfortable in presenting the problem to the supervisor **or teacher**, or if the supervisor **or teacher** is the problem, the employee **or student** may report the alleged discrimination, harassment or retaliation ("discrimination") to the designated ~~supervisor~~ **coordinator, or in the case of students, to another staff person (such as a counselor or principal)**.

Other individuals may report alleged discrimination to the designated ~~supervisor~~ **coordinator**. If the designated ~~supervisor~~ **coordinator** is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Administrator for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each ESU building, on the ESU's website, and from the designated coordinators.

ESU employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that ESU employee is investigating the alleged discrimination as part of the ESU's student or employee disciplinary process, and provide the complainant with information

Return to Table of Contents

for filing a complaint of discrimination, including a complaint form if requested, and contact information for the ESU's designated coordinator. If the ESU uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the ESU's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

i. Level 1 (Investigation and Findings):
Once the ESU receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the ESU will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the ESU will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as **changing a class or** prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the ESU's investigation. The ESU will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The ESU will investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The ESU will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the ESU will notify the complainant of his or her right to file a criminal complaint, and ESU employees will not dissuade the complainant from filing a criminal complaint either during or after the ESU's investigation.

The ESU will complete its investigation within ten (10) working days after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. Extenuating circumstances do not include breaks when the ESU is closed, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation. If extenuating circumstances exist, the extended timeframe to complete the investigation will not exceed ten (10) additional working days without the consent of the complainant. Periodic status updates will be given to the parties, if necessary.

The ESU's investigation will include, but is not limited to:

a. Providing the parties with the opportunity to present witnesses and provide evidence.

Return to Table of Contents

b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
c. For allegations involving harassment, some of the factors the ESU will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, **3) the degree to which the conduct affected one or more students' education**, ~~3)~~ **4)** the type, frequency, and duration of the conduct, ~~4)~~ **5)** the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, ~~5)~~ **6)** the number of individuals involved, ~~6)~~ **7)** the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, ~~7)~~ **8)** the location of the incidents and the context in which they occurred, ~~8)~~ **9)** the totality of the circumstances, and ~~9)~~ **10)** other relevant evidence.
d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

a. A summary of the facts,
b. An analysis of the appropriate legal standards applied to the specific facts,
c. Findings regarding whether discrimination occurred, and
d. If a finding is made that discrimination occurred, the recommended remedy or remedies necessary to eliminate discrimination, including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The ESU will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made (see the Remedies section, below, for additional information about remedies). The ESU will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The ESU will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within ten (10) working days after the investigation is completed. **The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the ESU to disclose to a student who was discriminated against or harassed (victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.**

Return to Table of Contents

ii. Level 2 (Appeal to the Administrator):
If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Administrator within ten (10) working days after receiving the decision. The Administrator will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal within ten (10) working days after receiving the appeal. The party who filed the appeal will be sent the Administrator's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Administrator is the subject of the complaint, the party will file the appeal directly with the Board.]

iii. Level 3 (Appeal to the Board):
If the party is not satisfied with the Administrator's determination, he or she may file an appeal in writing with the Board within ten (10) working days after receiving the Administrator's determination. The Board will review the appeal, the Administrator's determination, the investigative documentation and decision, and allow the party to address the Board at the next scheduled Board meeting to present his or her appeal. The Board will issue a written determination about the appeal within thirty (30) working days after receiving the appeal. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the ESU.

4. Remedies:
If the ESU knows or reasonably should know about possible discrimination, including harassment or violence, the ESU will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the ESU's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the ESU's investigation, and other remedies, such as those listed below.

The ESU will minimize any burden on the alleged victim when taking interim measures. For instance, the ESU generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the ESU will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

If the ESU determines that unlawful discrimination or harassment occurred, the ESU will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies

Return to Table of Contents

will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

a. Providing an escort to ensure the complainant can move safely between buildings and activities.
b. Ensuring the complainant and alleged harasser do not attend the same meetings.
c. Moving the alleged harasser to another program or work area within the ESU.
d. Providing counseling services or reimbursement, if appropriate.
e. Providing medical services or reimbursement, if appropriate.
f. Providing academic support services, such as tutoring.
g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.

The ESU may provide remedies for the broader student population as well, including but not limited to:

a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of ESU and community counseling, health, mental health, and other student services.
b. Designating an individual from the ESU's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.
c. Providing additional training to the ESU's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
d. Informing **students and** employees of their options to notify proper law enforcement authorities, including **school and** local police, and the option to be assisted by ESU employees in notifying those authorities.
e. Creating a committee of **students or** employees and ESU officials to identify strategies for ensuring that **students** and employees
    i. Know the ESU's prohibition against discrimination, harassment, and retaliation.
    ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
    iii. Understand how and to whom to report any incidents of discrimination.
    iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.
    v. Feel comfortable that ESU officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.
f. Conducting periodic assessments of **student or** employee activities to ensure that the practices and behavior of students or employees do not violate the ESU's policies against anti-discrimination, anti-harassment, and anti-retaliation.
g. Conducting in conjunction with **students or** employees, a "climate check" to assess the effectiveness of efforts to ensure that the ESU is free from discrimination, harassment

Return to Table of Contents

(including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the ESU.

In addition to these remedies, the ESU may impose disciplinary sanctions against the **student or** employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.

5. Confidentiality:
The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The ESU will notify the complainant of the anti-retaliation provisions of applicable laws and that the ESU will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the ESU will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or request not to pursue an investigation, as long as doing so does not prevent the ESU from responding effectively to the harassment and preventing harassment of others. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the ESU will inform the complainant that its ability to respond may be limited. Even if the ESU cannot take disciplinary action against the alleged harasser, the ESU will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

At the same time, the ESU will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all. Thus, the ESU may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the ESU as an "education record" under FERPA. In some cases, the ESU may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the ESU may not be able to maintain the complainant's confidentiality. The ESU will inform the complainant that it cannot ensure confidentiality, if applicable.

7. Training:
The ESU will ensure that ESU employees, including but not limited to officials, administrators, teachers, **substitute teachers,** nurses, professional staff, classified staff and paraprofessionals are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate ESU officials or employees. This training will include, at a minimum, the following areas:

a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations,

Return to Table of Contents

including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.

b. The ESU's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the ESU's disciplinary procedures.
c. Identification of the ESU's designated compliance coordinators and their job responsibilities.
d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate ESU officials or employees. In addition, the ESU will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. **For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the ESU's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.**
e. Potential consequences for violating the ESU's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

In addition, the ESU shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the ESU's grievance procedures and the applicable confidentiality requirements.

7. Designated Compliance Coordinators:
Designated compliance coordinators will be responsible for:

a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
b. Coordinating and implementing training for employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).

Return to Table of Contents

d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other ESU employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Administrator and the Board.
f. Communicating regularly with the ESU's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
g. Reviewing all evidence in harassment or violence cases brought before the ESU's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
h. Ensuring that investigations address whether other employees may have been subjected to discrimination, including harassment and retaliation.
i. Determining whether ESU employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
j. Recommending changes to this policy and grievance procedure.
k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

8. Preventive Measures:
The ESU will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the ESU's website and posting the notice at each building in the ESU. The ESU also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and **widely** publish and disseminate this grievance procedure, including **prominently** posting it on the ESU's website, at each building in the ESU, reprinting it in ESU publications, such as handbooks, and providing it electronically to members of the school community. The ESU will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

The ESU also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the ESU's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Return to Table of Contents

Legal Reference:	Title VI, 42 U.S.C. § 2000d, Title VII, 42 U.S.C. § 2000e, Title IX; 20 U.S.C. § 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §48-1101 et seq. Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. §621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. §48-1001 et seq.; Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq. Section 504 of the Rehabilitation Act of 1973 (Section 504) Pregnancy Discrimination Act, 42 U.S.C. § 2000e(k) Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301 et seq. Neb. Rev. Stat. § 79-2,115, et seq
Date of Adoption:	February 17, 2020

Return to Table of Contents

Article III, Section 7, C Weapons

No person shall bring or possess a firearm or any other dangerous weapon in any facility, on any property or in any vehicle owned or under the control of the ESU. This prohibition includes persons with a permit to carry a concealed handgun. This policy excludes on duty law enforcement personnel or when authorized by their agency.

For purposes of this policy, the term "dangerous weapon" includes any personal safety or security device (such as tasers, mace and pepper spray). In the event that a person desires to carry or possess a personal safety or security device on ESU property or in an ESU vehicle, the individual must obtain prior approval from the Administrator or the Administrator's designee before bringing any such device on ESU grounds or in an ESU vehicle. If a person obtains prior approval from the Administrator or Administrator's designee, the person must store the device during the work or school day in a secure location as designated by the Administrator or Administrator's designee.

Legal Reference:	§ 69-2441
Date of Adoption:	December 17, 2018
Date of Revision:	June 25, 2020

Return to Table of Contents

Article IV, Section 5, C Weapons

Employees shall not bring or possess a weapon in any facility or in any vehicle owned or under the control of ESU 7 or, while on duty, on any ESU 7 property or at any ESU activity. This prohibition includes employees with a permit to carry a concealed handgun. Possession of a weapon includes, without limitation, a weapon in an employee's personal possession or control, including a weapon in an employee's motor vehicle, desk, backpack or purse. Any employee found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

An exception may be allowed for an employee to carry mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes for self-defense where it is established that the employee is presented with a clear and substantial risk to personal safety **and the employee receives prior written permission from the Administrator or Administrator's designee**. An exception may also be allowed where the employee requests to possess a weapon for instructional purposes.

Any exception must receive prior approval of the Administrator and be cleared with the school(s) at which the employee is assigned, where applicable. Any exception must be limited to a non-lethal weapon. Further, the weapon must be possessed and used only in the manner approved and must be maintained in such manner as the Administrator has directed so as to prevent it from being used by any non-permitted person or from causing anxiety or harm to others.

Legal Reference:	§69-2441
Date of Adoption:	February 18, 2019
Date of Revision	June 25, 2020
Related Policy	Article III, Section 7. C: Weapons

Return to Table of Contents

Non-Member Contract for Services

Non-Member School Name	Person Responsible	School Year
		2020-2021
Address (Street, City, State, Zip)		Phone Number

Please place a checkmark next to the services you wish to access. See the corresponding column for fee information.

1. **Non-member schools will be billed upon using the service.**
2. **If non-member schools choose to NOT use the service selected, they will NOT be billed.**
3. **If you choose to use a service you did not select, a new contract must be submitted and approved.**

Service Description	Fee Information
+ eRate	$87 per hour
+ Production Services	*All production costs will be billed at the non-member rate.*
+ Technology Support	Labor per hour $55.00 Parts billed at cost plus 3%
+ LanMan Partnership	$660 per day (additional contract)
+ Santa Visits	$55 per session
+ Distance Learning (DL) Consortium	$3850 per year
+ Meetings/Trainings offered and attended by member schools on ESU 7 campus	No cost if offered to member schools at no charge. If there is a charge for member schools to attend, registration fee for non-members specific to event.
+ Training at ESU 7 paid for by public grant funds	Registration fee specific to event
+ Principal Cluster	No cost if offered to member schools at no charge
+ Superintendent Meeting	No cost if offered to member schools at no charge
+ Technology recycling drop off	No cost if offered to member schools at no charge
+ Technology infrastructure planning	Up to 8 hours at no additional cost (8+ hours, $55.00/hr)
+ SNAP/Online Resources	No cost if offered to member schools at no charge
+ Zoom	$15/month

Non-Member Signature/Date		ESU 7 Administrator/Date	ESU 7 Office Use
			Date Signed Copy Rec'd
Non-member	*Any school district outside ESU 7 area, any non-public school, any other ESU in NE*		

Legal reference: Nebraska §79-1204 and ESU 7 Policy 3.1.D.2

Form Rev. 07.21.2020

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

- Services to Member School Districts. Services to be provided to member school districts are determined by the ESU Board, in collaboration with member school districts, 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 will be annually reviewed by the Administrator. Requests for new services are to be made to the Administrator and, if interest is sufficient, brought before the ESU Board.

The Administrator will communicate to member schools the process by which member school districts may request and pay for services.

- Services to Non-Member School Districts. ESU 7 establishes the following process by which services are provided to and paid for by non-member school districts:

Non-member school districts are those non-public schools and homeschools within the ESU 7 boundaries as well as public, non-public and homeschools outside ESU 7 boundaries.

The Educational Service Unit 7 Board will contract for services with a non-member school district only if the service is currently being offered to Educational Service Unit 7 member school districts and if providing the service does not require adding additional equipment of personnel beyond what the additional revenue would generate. The ESU 7 Board will not place a financial burden on Educational Service Unit 7 member school districts to provide a service to a non-member district. Costs for non-member school districts will be established and/or reviewed annually.

Legal Reference:	§79-1204, §79-1222, 79-1224, 79-1225 and 79-1242 NDE Rule 84, sections 3.05B
Date of Adoption:	August 20, 2018

Return to Table of Contents

Article III, Section 1, F <u>Special Education Cooperative</u>

1. As is consistent with P.L.94-942; P.L.99-457; and state statutes, Educational Service Unit 7 recognizes that the responsibility for educating children with disabilities is that of the local school district and that the role of the service unit is that of assisting the schools, when so requested, in carrying out their assigned responsibility under the following conditions:
    a. Services shall be those approved by the Educational Service Unit 7 Board.
    b. All requests must be made to the ESU Administrator and the Educational Service Unit 7 Board.
    c. Final responsibility keeping records, submitting reports, placement of students, etc., shall be that of the local districts involved.
    d. All Special Education programs shall be financed in their entirety by the local district although these funds may be channeled through Special Education under the prescribed budget conditions. This will be done through contractual agreements between Educational Service Unit 7 and the local school districts.
    e. Non-Member contract requests will be handled according to applicable law.

2. The Special Education Cooperative shall operate directly under the Board of Educational Service Unit 7, through its designated ESU Administrator, and shall follow all rules, regulations, guidelines, and policies as set forth by them.

3. The Director of Special Education shall work for the Educational Services Unit 7 Board, through the ESU Administrator, in carrying out such duties as are assigned. Among the assigned duties are:
    a. Preparation of the yearly Special Education Cooperative budget within the timelines. The Director of Special Education will then present it to the ESU Administrator and to the Board as a part of the total budget.
    b. Once the budget has been adopted, the Special Education Director shall be responsible for keeping the department portion of the budget within the amounts so budgeted. In no case may department and total budget amounts be exceeded.
    c. The Director shall also be responsible for seeing that ample funds are on hand to maintain the needed cash flow to operate the Special Education Cooperative.
    d. The Special Education employees shall be under the Director of Special Education and all be expected to act in a professional manner at all times.
    e. The Director shall see that all records (including financial) are kept up to date at all times.

4. Educational Service Unit 7 agrees to house the Special Education Cooperative in the manner and to the degree necessary as determined by the ESU Administrator.

Return to Table of Contents

a. The Cooperative shall be responsible for maintenance and upkeep of the portion of property. In the event that more space is needed it will be the duty of the Cooperative to locate and pay for all such additional space.

5. The Special Education Cooperative shall have the use of meeting rooms the same as all other departments within the Unit.

Legal Reference:	§
Date of Review:	May 18, 2020

Return to Table of Contents

Educational Service Unit No. 7
Columbus, Nebraska

Proposal Audit
For Three Year Audit Proposal for the Years Ended
August 31, 2020, August 31, 2021, and August 31, 2022

Romans, Wiemer & Associates
Certified Public Accountants, P.C.
1910 N Lincoln Avenue
York, Nebraska 68467
(402) 362-5597

Person to Contact: Gayle D. Steiger, CPA

ROMANS, WIEMER & ASSOCIATES

Steven D. Wiemer, CPA
Gayle D. Steiger, CPA

Certified Public Accountants, P.C.

Members American Institute of Certified Public Accountants

Nebraska Society of Certified Public Accountants

1910 N. Lincoln Avenue • York, Nebraska 68467
(402) 362-5597 • FAX (402) 362-2173
rwacpas@windstream.net

July 27, 2020

Larianne Polk
ESU 7 Administrator
ESU 7 Board of Directors
2657 44th Ave
Columbus, NE 68601

Re: Audit Proposal

Dear Ms. Polk,

Please find attached our proposal to do your audit for the years ended August 31, 2020, August 31, 2021, and August 31, 2022.

The firm clearly meets the State Auditor's requirements for Certified Public Accountants contracting audits of counties. These standards are set out in our proposal. The firm also meets the Government Auditing Standards requirement of independence needed to issue an Independent Auditor's Report.

We would like to request a list of all firms and their respective bids.

We would be happy to visit with you about any questions you may have regarding our proposal.

Thank you.

ROMANS, WIEMER & ASSOCIATES,
Certified Public Accountants, P.C.

Gayle D. Steiger

Gayle D. Steiger, CPA

RWA: klz

TABLE OF CONTENTS

Section A	Organizational Structure	1
Section B	Experience of the Firm	2
Section C	Qualifications of the Staff	3
Section D	Scope of Services and Audit Plan	4 – 5
Section E	Fee Schedule	6
Section F	Quality Control Opinion	7

Section A

Organizational Structure

Romans, Wiemer & Associates, CPA's, P.C. is a local firm located in York, Nebraska.

The size of our firm is as follows:

Total Employees	4
Partners	2
Audit Supervisors	1
Senior Accountants and Auditors	2
Live Permit Holders	2

Romans, Wiemer & Associates, Certified Public Accountants, P.C. is a Nebraska licensed corporation with all Certified Public Accountants being licensed. The firm is independent with all respects to this audit engagement.

Section B

Experience of the Firm

The firm has been involved in governmental auditing since its inception in 1946. These include county audits, village and city audits, and audits of school districts. The firm also performs audits for non-profit organizations, those including: community agencies, and related organizations.

The firm annually sends its professional staff to continuing education courses not only to meet professional requirements but to keep its staff current and to continue to strive for continued quality. The firm also holds an annual meeting on auditing for the professional staff, and maintains an up-to-date library with resources necessary to keep current with changes in rules and regulations.

The firm participated in the AICPA's peer review of audits and financial statements.

Following is a partial list of previous and current audits. Additional references can be furnished if you wish.

Educational Service Unit 17 – Ainsworth, Nebraska

Educational Service Unit 8 – Neligh, Nebraska

Educational Service Unit 11 – Holdrege, Nebraska

Section C

Qualifications of the Staff

The York Office is managed by Steven D. Wiemer, CPA, and maintains a staff consisting of the following:

Steven D. Wiemer - Partner Certified Public Accountant	39 Years of Accounting and Governmental Auditing Experience
Gayle D. Steiger - Partner Audit Supervisor Certified Public Accountant	25 Years of Accounting and Governmental Auditing Experience

Accountants Who Would Be Conducting Your Audit

Gayle D. Steiger, CPA – Partner/Audit Supervisor

Section D

Scope of Services

Our engagement would also be made in accordance with the generally accepted auditing standard; the standards for financial and compliance audits contained in the Governmental Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act of 1984 as amended in 1996; and the provisions of the Uniform Guidance, Audits of States, Local Governments, and Non-Profit Organizations, as amended in June 2007.

We would:

1. Examine the books and records of the school in accordance with generally accepted auditing standards, and would include all procedures we feel necessary in the circumstances;

2. Perform our examination in conformance with the rules and regulations as set by the Auditor of Public Accounts.

3. Expect the assistance of county personnel as needed, with approval of their supervisor;

4. Expect the books and records to be totaled and balanced. If a situation arises where we anticipate a substantially higher fee than normal, we will stop and consult with you before incurring any further cost. The cost for any additional services would be billed at the normal hourly rate.

5. Audit the years ended August 31, 2020, August 31, 2021, and August 31, 2022.

6. Prepare the audit reports in conformity with the requirements of the State Auditor of Public Accounts;

7. Prepare a management letter as a portion of the audit report, if necessary, and;

8. Submit the required number of copies of the audit report to meet the needs of the County, and State Auditor of Public Accounts.

If circumstances arise whereby we feel that books and records are not in proper condition for audit, we would stop our audit and discuss these circumstances with you.

Section D (Continued)

Audit Plan

The audit plan would include:

1. Identification of the reporting objectives and requirements;
2. Obtaining an understanding of the operations and internal accounting controls;
3. Analytical and substantive testing;
4. Budget considerations and comparisons;
5. Identification of compliance requirements; and
6. Examining transactions as necessary.

A list of the accountants who are experienced in governmental audits is shown under qualifications of the firm. There is no problem as to the availability of the partner and supervisors for consultation with the audit team.

Schedule E

Fee Schedule

Proposal for a Three Year Audit Bid would be:

For the year ending August 31, 2020	$ 6,625.00
For the year ending August 31, 2021	$ 6,950.00
For the year ending August 31, 2022	$ 7,300.00

That amount is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Our invoices for these fees will be rendered upon completion and submission of the final report.

In the event that the Governmental Accounting Standards Board (GASB), the American Institute of CPA's (AICPA), the General Accounting Office, or any federal or state agency promulgates additional standards or audit procedures that require additional work during the audit period, we will discuss these requirements with you before proceeding further. Before starting the additional work, we will prepare an estimate of the time necessary, as well as the fee for performing the additional work.

Government auditing standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2016 peer review report accompanies this letter.

We would like to request a list of all firms and their respective bids.

ROMANS, WIEMER & ASSOCIATES,
Certified Public Accountants, P.C.

Gayle D Steiger

Gayle D Steiger, CPA/Partner

RWA: klz

Keith Oltrogge, CPA, P.C.

201 East Main Street
P.O. Box 310
Denver, Iowa 50622
(319) 984-5292
FAX (319) 984-6408

System Review Report

November 16, 2016

To the Shareholder of
Romans, Wiemer & Associates CPAs, PC
and the Peer Review Committee of the Nevada Society of Certified Public Accountnats

We have reviewed the system of quality control for the accounting and auditing practice of Romans, Wiemer & Associates CPAs, PC (the firm) in effect for the year ended May 31, 2016. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*.

In our opinion, the system of quality control for the accounting and auditing practice of Romans, Wiemer & Associates CPAs PC in effect for the year ended May 31, 2016, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Romans, Wiemer & Associates CPAs, PC has received a peer review rating of *pass*.

Keith Oltrogge CPA PC

Keith Oltrogge, CPA, PC

RESOLUTION

WHEREAS, Educational Service Unit Number 7 ("ESU 7") anticipates that it may need to temporarily close its operations at some point for health and safety reasons; and,

WHEREAS, if ESU 7 closes on a temporary basis, then ESU 7 employees who work on an hourly, exempt and/or non-exempt basis may not be able to work at ESU 7; and/or

WHEREAS, after advisement from local health departments, ESU 7's hourly, exempt and/or non-exempt employees are asked to self-quarantine; and

WHEREAS, it is in the best interests of ESU 7 to pay ESU 7's hourly, exempt and/or non-exempt employees while ESU 7 is temporarily closed for a variety of reasons, namely: to ensure that said ESU 7 employees do not leave employment during the temporary closure, to avoid the spread of any illness to other employees, for staff morale, to comply with its own and school district obligations under the federal CARES Act, and for other legitimate reasons.

NOW, THEREFORE, BE IT RESOLVED that, in the event of the temporary closure of ESU 7 or any of its member schools to which it provides services, and/or during a health department recommended self-quarantine when another negotiated agreement provision or contract leave isn't applicable, the ESU 7 Administrator is hereby authorized to provide paid leave due to COVID-19 closure to ESU 7 hourly, exempt, and/or non-exempt employees in an amount that the ESU 7 Administrator deems fair and reasonable, but not to exceed such employee's customary and regular pay, for up to eight (8) weeks during the self-quarantine/temporary closure.

If the ESU 7 operations continue to be closed after four (4) weeks, then the Board shall reconvene and determine what authority, if any, the ESU 7 Administrator has to continue paying ESU 7 hourly, exempt and/or non-exempt employees during the temporary self-quarantine/closure.

The foregoing Resolution having been read in its entirety, Member_____ moved for their passage and adoption. Member _____seconded same.

After discussion and on roll call vote the following members voted in favor of passage and adoption of the above Resolution:
_____.

The following members voted against the same:
_____.

The following members were absent or not voting:_____.

The above Resolution having been consented to by a majority of the quorum of the Board, it was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings law.

DATED this 17th day of August, 2020.

EDUCATIONAL SERVICE UNIT 7 ATTEST:

BY: _____ _____

President Secretary

ADDENDUM TO NEGOTIATED AGREEMENT

This Addendum to Negotiated Agreement is entered into by and between the Board of ESU 7 and the ESU 7 Education Association.

WHEREAS, the parties entered into a Negotiated Agreement setting forth certain terms and conditions of employment for the 2020-2021 contract year, and

WHEREAS, said Negotiated Agreement provides for the provision and use of paid sick leave under the terms and conditions set forth therein and/or Board policy, and

WHEREAS, as the result of the introduction of the COVID-19 virus into the Nebraska population and the interest of the parties to minimize its transmission, protect students and the public and encourage ESU 7 employees to stay home if ill, the parties agree as follows:

1. Effective immediately, employees experiencing symptoms of a virus infection are strongly encouraged to stay home and seek medical attention as appropriate.
2. Employees who are unable to perform their duties (a) due to their own exposure or infection of COVID-19, such as pursuant to a lawfully issued quarantine or isolation order, (b) to care for a family member who is exposed or infected and ordered to quarantine, or (c) who needs to care for a child whose school or daycare is closed shall be granted paid medical leave until such time as it is determined that they are able to resume their duties consistent with the terms of any quarantine order, as permitted or required by law, or as otherwise authorized or directed by the ESU 7 administrator or his or her designee.
3. Employees who take leave pursuant to this Addendum and who also qualify for FMLA, FFCRA, and/or other state or federal leave laws existing or yet to be enacted are subject to the requirements of that applicable law or laws and the Board's and/or ESU 7 administration's policy, practices, or decisions (if authorized) related to such leave. The parties agree that the purpose of the leave provided by this Addendum is to provide leave that would otherwise not exist, or would require use of other paid leave, due to COVID-19. If the employee qualifies for leave provided by the FFCRA for COVID-19 related reasons that also qualify for leave pursuant to this Addendum, such FFCRA leave for which they qualify shall be exhausted prior to the employee having the right to take leave provided by this Addendum. If the FFCRA leave the employee takes is emergency family medical leave, the ESU 7 will pay the difference up to 100% of the employee's rate rather than the amount they'd be entitled to under FFCRA.
4. Staff who desire to take the medical leave provided under this agreement must comply with all of the ESU's procedural requirements to request and be granted leave.
5. It remains an act of unprofessional conduct, insubordination, neglect of duty and a breach of contract to knowingly misuse any paid leave, including the medical leave provided pursuant to paragraphs 1 and 2 of this agreement. Employees who do so will be subject to disciplinary action up to and including the non-renewal, termination and/or cancellation of their employment contracts.
6. The terms of this Addendum shall remain in effect until the sooner of: (a) the conclusion of the 2020-2021 contract year; or (b) the ESU receives notification from the Nebraska Commissioner of Education, Governor, or public health organization that the COVID-19 transmission no longer poses a public health risk to the ESU's population.

Dated this 17th day of August, 2020.

ESU 7 Education Association	ESU 7 Board
By: _____	By: _____
ESU 7 Education Association	President, ESU 7 Board

2020–2021 RETURN TO SERVICES/SCHOOL RESOLUTION

WHEREAS, the ESU 7 was closed during a portion of the 2019–2020 school year based on the statewide outbreak of COVID-19; and

WHEREAS, the President and the Governor have declared a state of emergency; and

WHEREAS, the State of Nebraska and East Central District Health Department have issued various directed health measures in response to the novel coronavirus and the COVID-19 pandemic; and

WHEREAS, the directed health measures currently in place allow the ESU facilities to be reopened to in-person student and adult attendance; and

WHEREAS, the Board of Education wishes to support student learning while taking reasonable precautions to keep students, staff, and administrators safe; and

WHEREAS, the ESU 7 is also completing reopening plans with contingencies for changes in circumstances, but for the time being, the Board of Education believes it is important to address these critical issues to assist the administration in preparing for plans when school resumes;

NOW, THEREFORE, be it resolved that the Board of Education has determined as follows:

Site for Student Instruction

☐ ESU 7 special education supports and services will follow specific IEPs.

☐ Student instruction will occur in-person in the ESU 7 Level III Programs unless otherwise required by law or excused by the contracting school district.

☐ Special education services will follow the continuity of learning plans developed by the contracting school district unless otherwise required by law, excused by the contracting school district or ESU 7. In the event where services provided by ESU 7 are different than those outlined in the school district continuity of learning plans, specific supports will be described and outlined for each student when necessary.

Masks

All ESU 7 employees and volunteers will follow these mask guidelines:

- Green Tier I: Masks will be highly recommended; Yellow Tier II: Masks will be encouraged but not required when 6 foot distance can be maintained, but will be required when social distancing cannot be maintained; Orange Tier III: Masks will be required in all buildings unless alone in an office; Red Tier IV: Masks will be required. Each employee will be provided at least one cloth mask. Employees may wear that mask or one purchased on their own which must comply with all dress code and other board policies and administrative rules and directives.

All students attending our Level III Programs on ESU 7 campus will follow the same guidelines with the following exceptions:

- A more restrictive accommodation is required by the contracting school district.
- The student has a disability and a reasonable accommodation excuses the student from wearing a mask for some or all of the school day;
- The student's Individualized Education Program (IEP) team has determined that wearing a mask for some or all of the school day would interfere with the student's ability to receive a free, appropriate public education and that determination is documented in the student's IEP;
- The student's Section 504 committee has determined that wearing a mask for some or all of the school day would interfere with the student's ability to receive a free, appropriate public education and that determination is documented in the student's Section 504 Plan; OR
- Another legally valid reason exists to modify the face covering requirements and such reason has been approved in writing by the student's Principal and ESU 7 administration.
- Their parent or guardian has opted their student out of being required to wear a mask by executing a written document and such document is on file in the office of the Principal at the time at issue. This option is only available to students whose contracting district has such a process.

Leave / Staff Attendance

- Employees will be permitted to take leave (paid or otherwise) provided by the terms of employment (staff contract, negotiated agreement, etc.) and as provided by law (e.g., ADA, FMLA, FFCRA, etc.).

The ESU 7 administrator is authorized to take all reasonable and necessary action to implement this resolution without further action of the Board.

If there is any conflict between this resolution and any provision of Board policy or of staff or student handbooks, the terms in this resolution shall control.

NOW, THEREFORE, be it finally resolved that this resolution will expire upon the sooner of action taken by the Board to rescind it or the expiration of the 2020-2021 school year.

Approved by the Board on _____, 2020.

_____

Board President

Revised 8/9/20

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

Providing Leadership and Services Supporting the Improvement of Teaching and Learning

COVID-19
Return to Services/School Plan

The purpose of this Guide is to provide a framework for how ESU 7 will respond to the COVID-19 pandemic, its impact on our educational programming, and service delivery during the 2020-2021 school year. The framework is structured using tenets and tiers in order to allow the ESU to be nimble and responsive to changing public health circumstances. The presence of a formal plan will also support the ESU in articulating its plan in a clear, comprehensive, and transparent manner.

Revised 8/9/20

Essential Planning Questions:

- How can we effectively serve students, teachers, and school districts educationally regardless of the modality and circumstances in which we are asked to serve them?
- Does the ESU 7 general calendar, start times, or days of operation need to change in order to serve students, teachers, and school districts within the guidelines to operate safely?
- What operations do we need to be prepared to alter on short notice as public health guidance changes when students, teachers, and school district personnel are on campus?
- How do we get students to campus and concurrently honor public health guidelines such as social distancing?
- How can we meet social distancing guidelines and still operate with some or all students on the ESU 7 campus and/or job sites?
- How do we protect students in high risk categories when school is in session on campus and still deliver high quality instruction to them?
- How do we safely provide job site experiences?
- How do we protect staff in high risk categories when Level III programming is in session on campus and still operate those Level III programs effectively?
- What safety measures need to be in place to resume some degree of in-person instruction in the fall (e.g., screening)?
- How do we improve the quality of the remote learning experience for students and training participants should an extended closure be needed again in the 20-21 school year?
- What professional development, support, or planning opportunities do we need to provide to staff in order to prepare them for the 2020-2021 school year?
- What supplies and other resources do we need to acquire proactively in order to ensure we can carry out any on campus plans next fall?
- What steps can we take to promote best practices for personal hygiene for students and staff?
- How can we meet the communication needs of ESU 7 stakeholders (school districts, staff, students/families) in a systematic way so that our efforts are not overwhelming and yet sufficient to explain the “what,” “why,” and “how” any plans we make and implement?
- How will we respond if someone that has been on the ESU 7 campus and has interacted with students and staff tests positive for COVID-19?
- How do we handle students or staff that are unable to report to campus because they have been recommended for self-quarantine?
- How should ESU 7 begin the 2020-2021 school year (instructionally and operationally)?

Return to School and Services Committee:

Larianne Polk, Chief Administrator
Marci Ostmeyer, Professional Development Director
Dan Ellsworth, Technology Director
Tami Clay, Special Education Director
Leanne Blanchard, Cen7ter and Learning Academy Principal
Tricia Spieker, Speech/Language Coordinator
Judy Zadina, Vision Coordinator
Wendy Wolfe, Early Childhood Coordinator
Lisa Duranski, Early Childhood Coordinator
Ann Dubas, Psychology Coordinator
Amy Mazankowski, Transition/Resource Coach Coordinator
Cynthia Alarcon, Migrant Education Program Coordinator
Otis Pierce, Production Coordinator
Linda Shefcyk, Business Manager
Nicki Brigham, Registered Nurse

Return to School and Services Consultants and Partners:

Mark Brady, ESU 7 Crisis Contact
Ronelle Jackson, Mental Health Provider
Chuck Sepers, East Central District Health Department
Laura McDougal, Four Corners District Health Department
Teresa Andersen, Central District Health Department
School District Leadership

Pandemic Defined:

A pandemic occurs when a new virus that is different from seasonal viruses emerge and spread quickly between people, causing illness worldwide. Most people will lack immunity to the pandemic virus. Pandemic viruses can be more severe, causing more deaths than seasonal viruses. Because it is a new virus, a vaccine may not be available right away. A pandemic could therefore overwhelm normal operations in workplace settings. (Adapted from CDC, “Get Your Workplace Ready for Pandemic Flu, April 2017, pg. 2).

Closure Defined:

Ceasing operation of the physical learning space (school). It is expected that in most, if not all cases, a continuity of learning is still occuring in an alternate learning environment even when a school building is closed. ~ Nebraska Department of Education

Planning Tenets:

- **Assess Risk**: includes resources utilized in making decisions relative to Tiers
- **Screening**: includes steps taken to assess students, staff, and other guests for COVID-19 symptoms prior to engaging in the ESU 7 environment.
- **Non Pharmaceutical Interventions:** includes practices for healthy hygiene practices for staff and students
- **Cleaning**: includes guidelines for custodians and staff for how to proactively avoid the spread of germs and illness, how to respond when someone who has tested positive for COVID-19 has been on campus, and any safety related facility modifications made to reduce exposure or eliminate existing high touch areas.
- List of EPA registered disinfectant effective against COVID-19 https://www.ahcstaff.com/these-cleaners-kill-coronavirus-lysol-clorox-purell-products-make-epas-disinfectants-list/
- **Self Quarantine:** describes practices for staff if exposure to COVID-19 results in recommendation to self quarantine
- **Self Isolation:** describes practices for staff if exposure to COVID-19 results in recommendation to self isolate
- **Communication**: includes how ESU 7 can meet the communication needs of stakeholders (school districts, staff, students/families)
- **Level III Programs**: includes meal services such as morning snack and lunch, plans to address unfinished learning, student arrival/dismissal, continuity of learning (remote learning) in the event of extended closure, outings, job sites, student attendance, and transportation plans to keep students safe and healthy using local transportation services within guidelines provided by public health experts.
- **Home Visits** (Early Childhood and Migrant Education): includes aspects of how to keep students and staff safe and healthy while delivering services to private homes or other non-school locations.
- **Itinerant Staff:** includes contracted Special Education, Staff Development, LanMan Partnership
- **ESU 7 Staff Meetings/Trainings held on ESU 7 campus:** includes plans for the delivery of educational services to member and non member school personnel on the ESU 7 campus including event arrival/dismissal, screening, social distancing.
- **ESU 7 Offices**: includes aspects of how the ESU runs such as building open/closed status, movement throughout the buildings, guest access, staff meetings, break room practices, access to facilities, and other aspects of operation that may be influenced by social distancing by external groups.
- **Personal Protective Equipment**: includes recommended or required PPE for students, staff, and training participants to be worn during regular operations.
- **Human Resources**: includes policies and programs related to flexible staffing, remote working, staff absenteeism, strategies to address personnel shortages, high risk populations.
- **ESU 7 Offices**: includes guidelines for day to day operations in the ESU 7 offices
- **At-Risk or Vulnerable Populations**: includes strategies to protect staff in higher risk categories.

Tiered Model

Many of the elements in the plan below have tiered levels of response from the ESU. The intended definition of each tier has been provided below; however, the application may vary depending upon guidance from local public health officials or the governor (issued directed health measures). The tiers below correspond with the East Central District Health Department Risk Assessment Dial that is updated on a weekly basis. Depending upon public health guidance and other local context, the application of the tiers may be applied more rigorously than the degree of spread indicated in the chart. For example, public health recommendations may compel the use of Tier II or III strategies even when no area spread exists. Likewise, the ESU may choose to apply Tier II actions in one tenet area when the

conditions and public health recommendations will only result in the use of Tier I practices. In this way, the real intent behind the tiered model below is to proactively outline the progressively rigorous actions the district may take as circumstances change throughout the pandemic.

Tier I	No to Low Risk/Spread
Tier II	Moderate Risk/Spread
Tier III	High Risk/Spread
Tier IV **Confirmed COVID-19 Case on ESU 7 Campus** **OR** **Severe Risk/Spread**	ESU/Classroom Dismissal for (TBD) for Cleaning and Contact Tracing (East Central District Recommended) OR Closed Campus

East Central District Health Risk Assessment Dial

Example only, does not represent current status.

Tenet: Assess Risk

Core Team: Larianne Polk, Amy Mazankowski, Lisa Duranski

	ESU 7
Standard Risk Assessment Practices Use for any service category	Careful monitoring and consultation with area law enforcement, health officials, and local education officials. ● Does the Return to Services/School follow state and local orders? ● Has the ESU taken steps to protect staff and students at higher risk for severe illness*? ● Is the ESU able to screen staff upon arrival for symptoms and history of exposure? *If no to any of above, meet these safeguard items before continuing operations ● Does ESU have plans to promote healthy hygiene practices such as hand washing and employees wearing a cloth face covering, ***as feasible?*** ● Will the ESU intensify cleaning, disinfection, and ventilation where necessary? ● Will ESU encourage social distancing through increased spacing, small groups and limited mixing between groups, ***if feasible***? ● Train staff on any protocol related to the COVID-19? * If No to any above, meet these safeguard items before continuing operations ● Is there a procedure for checking for signs and symptoms of staff and students daily upon arrival, ***as feasible***? ● Will the ESU encourage anyone who is sick to stay home? ● Will the ESU have a plan for if staff or students are sick? ● Will the ESU regularly communicate and monitor developments with local authorities, staff, and families regarding cases, exposures, and updates to policies and procedures? ● Will the ESU monitor student and employee absences and have flexible leave policies and practices? ● Will the ESU be ready to consult with the local health authorities if there are cases in the agency or an increase in cases in the local area? * If No to any above, meet these safeguard items before continuing operations **If Answered YES to all the above, continue with the guidance within this plan.**

Tenet: Non Pharmaceutical Intervention (NPI)

Core Team: Wendy Wolfe, Nicki Brigham

	ESU 7
NPI Use for any service category	Stay home if you are not well Wash hands 20 seconds with soap and water Cough into elbow or tissue. Throw tissue away after. Use hand sanitizer with 60% alcohol content between hand washing. Wash hands after using hand sanitizer 6 times Face mask when assisting staff/student who cannot control sputum Wear gloves when in contact with contaminated items such as trash, dirty linen, bodily fluid, handling food Maintain social distance of 6 feet Use hand sanitizer prior to working with a student and immediately upon completion of the session with each student. Water fountains will not be used in any Tier. Water bottle stations are allowed throughout.

Revised 8/9/20

Tenet: Communication

Core Team: Cynthia Alarcon, Tricia Spieker

	Tier I - No to Low Risk of Spread	**Tier II - Moderate Risk of Spread**	**Tier III - High Risk of Spread**	**Tier IV - Confirmed COVID - 19 Case, ESU 7 Staff Member or Level III Student**
Standard Communication Practices Use for any service category	ESU 7 Administrator or designee will communicate to staff, board and stakeholders using email and/or phone. *Moving from one level to another will be communicated through the emergency communication system regardless of color.	ESU 7 Administrator or designee will communicate to staff, board and stakeholders using email and/or phone. *Moving from one level to another will be communicated through the emergency communication system regardless of color.	ESU 7 Administrator will communicate information to staff and board using our emergency communication system. ESU 7 Administrator or designee will communicate to staff, board and stakeholders using email and/or phone. *Moving from one level to another will be communicated through the emergency communication system regardless of color.	Communication: ● ESU 7 Administrator and designee will communicate to staff, board and parents using our emergency communication system Ongoing Communication not related to immediate closure: ● ESU 7 Administrator will communicate to staff and board using email ● ESU 7 Administrator or designee will communicate to school districts and stakeholders using email and/or phone. *Moving from one level to another will be communicated through the emergency communication system regardless of color.

Revised 8/9/20

Tenet: Screening

Core Team: Larianne Polk, Tricia Spieker, Otis Pierce

	Tier I - No to Low Risk of Spread	**Tier II - Moderate Risk of Spread**	**Tier III - High Risk of Spread**	**Tier IV - Confirmed COVID - 19 Case** ESU 7 Staff Member or Level III Student
Standard Screening Practices Use for any service category	• Staff and parents self-screen at home. Thermometers are available for staff if needed. • Guests will be asked to answer screening questions at the door. • Thermometers are available for staff if needed.	• South and Learning Academy staff screen at South Building, and North staff screen at North Building by answering screening questions independently and temp taken at screening station. • Students screened prior to transport to Level III program. • Guests will be screened at North and/or South screening station, temps taken, name and time in/out documented.	• South and Learning Academy staff screen at South Building, and North staff screen at North Building by answering screening questions independently and temp taken at screening station. • Students screened prior to transport to Level III program and at arrival of the Level III program. • Guests will be screened at North and/or South screening station, temps taken, name and time in/out documented.	If the building is not impacted by the positive case: • South and Learning Academy staff screen at South Building, and North staff screen at North Building by answering screening questions independently and temp taken at screening station. • Screeners and those being screened MUST be wearing masks • Students screened prior to transport to Level III program and at arrival of the Level III program. • Guests will be screened at North and/or South screening station, temps taken, name and time in/out documented Building impacted by positive case • Remain closed until cleaned. • After reopening, South and Learning Academy staff screen at South Building, and North staff screen at North Building

				by answering screening questions independently and temp taken at screening station. ● Screeners and those being screened MUST be wearing masks ● Students screened prior to transport to Level III program and at arrival of the Level III program. ● Guests will be screened at North and/or South screening station, temps taken, name and time in/out documented

Signage:

- Signage will be located at each entrance which includes the common symptoms of COVID-19 and appropriate steps to take when these symptoms are present.
- Any student who reports to staff any of the above symptoms will be referred to the nurse and they will have their temperature taken and be further assessed as deemed appropriate
- Professional development will be provided to all staff regarding the recognition of COVID-19 symptoms.
- Decisions as to the ESU 7 risk level will be made weekly by ESU 7 Administrator and directors.

Thermometers:

- Each Level III program has 1 touch-free thermometer.
- North and South Buildings have 2 touch-free thermometers each.

Screening Protocol:

Questions:

- Have you had or been in direct contact with the individual with confirmed COVID-19?
- Do you have or are you experiencing:
  - at least one of the following: new cough, shortness of breath, difficulty breathing, loss of taste and smell, OR
  - two of the following: fever (measured or subjective), chills, cold/shivering, muscle pain, headache, sore throat, nausea, vomiting, diarrhea, OR
  - at least one of any above symptoms AND answers yes to, “Is there someone in your household who is currently in quarantine or currently positive for COVID-19?
- Have you traveled outside the United States in the last 7 days?

Response:

- If the staff member, student, answered YES to the travel or contact question, instruct him/her to contact their health department for directions and follow up with the Administrator and Designee.

- If the staff member, student, answered YES to the symptoms question(s), isolate him/her in a separate room, ensure he/she is wearing a mask and send home as soon as possible. Direct him/her to contact their health care provider for directions and follow up with the Administrator and Designee.
- If the staff member, student, answered NO to any of these questions, follow protocol and recommendations from Administrator/Designee and/or contracted/assigned school districts

Untested with symptoms:
Persons who have not received a test proving or disproving the presence of COVID-19 but experience symptoms above **AND** were not exposed to a positive COVID-19 case, may return if the following conditions are met:

- Exclude for 10 days from symptom onset, **AND**
- only allow to return 24 hours after fever resolution (if present), **AND**
- improved symptoms.

May return to Level III program or work if a health care provider

- establishes an alternative diagnosis,
- presents a health care provider note to confirm the presence of an alternative diagnosis that explains the symptoms, **AND**
- meets the ESU requirements for readmission.

Testing Positive - Symptomatic: (contact Health Department)
After student or employee tests positive if wearing a mask

- Person testing positive will self-isolate and follow health provider's recommendations (see self-isolate section below)
- Persons in close contact who were wearing mask will be asked to continue to work/services while wearing a mask and self monitor (see self-monitor section below)
- Persons in close contact who were not wearing a mask will be asked to self-quarantine (see self-quarantine section below)

After student or employee tests positive if NOT wearing a mask

- Person testing positive will self-isolate and follow health provider's recommendations (see self-isolate section below)
- Persons in close contact who were wearing a mask will be asked to continue to wear a mask and self monitor (see self-monitor section below).
- Persons in close contact who were NOT wearing a mask will be asked to self-quarantine (see self-quarantine section below).

Testing Positive - Asymptomatic: (contact Health Department in each case)
After student or employee tests positive if wearing a mask

- Person testing positive will self-isolate and follow health provider's recommendations (see self-isolate section below)
- Persons in close contact who were wearing mask will be asked to continue to work/services while wearing a mask and self monitor (see self-monitor section below)
- Persons in close contact who were not wearing a mask will be asked to self-quarantine (see self-quarantine section below), **AND** only allow to return if no symptoms develop. If symptoms develop, refer to symptomatic positive instructions.

After student or employee tests positive if NOT wearing a mask

- Person testing positive will self-isolate and follow health provider's recommendations (see self-isolate section below)
- Persons in close contact who were wearing a mask will be asked to continue to wear a mask and self monitor (see self-monitor section below). If symptoms begin, self-isolation begins on the first day of symptoms (see self-isolate section below)

- Persons in close contact who were NOT wearing a mask will be asked to self-quarantine (see self-quarantine section below). If symptoms begin, self-isolation begins on the first day of symptoms (see self-isolate section below)

Exposure:
Students and employees exposed to a person who is COVID-19 positive, will be excluded from Level III Program or work following the self-quarantine section below **OR** until cleared by the local health department.

Tested Negative- COVID-19:
Persons who have been excluded due to COVID-19 symptoms and have tested negative without exposure to a positive COVID-19 case may return once they are fever free for at least 24 hours without medication **AND** have improved symptoms.

Medical Inquiries:
- If a parent tells the Level III Program that a student is ill, the Level III Program will ask the parent whether the student is exhibiting any symptoms of COVID-19.
- If an employee calls in sick or appears ill, the supervisor can inquire as to whether the employee is experiencing any COVID-19 symptoms.

Self Quarantine: Persons recommended to self-quarantine by their health care provider or the health department shall do so:
- For 14 days from date of exposure, **OR**
- 14 days from date provided by health department

If quarantined and feeling well, employee will follow remote working expectations. If person(s) become ill with COVID-19 while in quarantine, request medical leave. This request may be done at any point during the quarantine, and must be done within a week after cleared by the health department. After being cleared and removed from self-quarantine, no staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee.

Self Isolation: Persons recommended to self-isolate by their health care provider or the health department will request Medical Leave. This request may be done at any point during the self-isolation, and must be done within a week after cleared. Employee will return to work status after
- following up with the health department of their home, ESU 7, and the school district assigned, **AND**
- 10 days from symptom onset or date of test, AND
- 24 hours fever free, AND
- improved symptoms.

Self Monitor: Persons recommended to self monitor will do so for 14 days from the date given by the supervisor.
- Take and record temperature twice daily, **AND**
- Monitor and record symptoms once daily, **AND**
- Contact the health care provider if becoming symptomatic or experience a fever. If this occurs, follow up with the supervisor for further recommendations.

Note: Even without symptoms, if a student or employee has recently had contact with a person with a suspected or confirmed case of COVID-19, has someone in their home being tested for COVID-19, or has recently traveled outside of the United States, the ESU may exclude the student or employee from the ESU building

and recommend that they self-quarantine for 14 calendar days. Decisions in these circumstances will be made in collaboration with public health officials and will vary based upon the specific circumstances.

Revised 8/9/20

Tenet: Cleaning
Core Team: Judy Zadina, Linda Shefcyk

	Tier I - No to Low Risk of Spread	**Tier II - Moderate Risk of Spread**	**Tier III - High Risk of Spread**	**Tier IV - Confirmed COVID - 19 Case** ESU 7 Staff Member or Level III Student
Standard Cleaning Practices Use for any service category	Normal cleaning practices. ESU 7 Cars: Wipe hard surfaces with disinfectant wipe after vehicle use. Car Pooling allowed. Masking is highly recommended.	Use bleach mixture to kill germs on surfaces: ⅓ cup bleach per gallon of water, or 4t per quart or other approved cleaning solution. Lysol wipes can be used. Once a day is sufficient unless there are multiple meetings. Current meeting needs to clean surfaces before the next meeting begins. Clean devices with approved electronic cleaning agents Clean soap/hand sanitizer dispensers Clean door knobs, light switches Clean visibly dirty surfaces, followed by disinfection Porous surfaces, remove visible contamination. Launder items per manufacturer's instruction	Use bleach mixture to kill germs on surfaces: ⅓ cup bleach per gallon of water, or 4t per quart or other approved cleaning solution. Twice a day. Lysol wipes can be used. If there are multiple meetings, the current meeting needs to clean surfaces before the next meeting begins. Clean devices with approved electronic cleaning agents Clean soap/hand sanitizer dispensers Clean door knobs, light switches Clean visibly dirty surfaces, followed by disinfection Porous surfaces, remove visible contamination. Launder items per manufacturer's instruction	Will close rooms and/or buildings to clean as deemed necessary by the health department. Use bleach mixture to kill germs on surfaces: ⅓ cup bleach per gallon of water, or 4t per quart or other approved cleaning solution. Twice a day. Lysol wipes can be used. If there are multiple meetings, the current meeting needs to clean surfaces before the next meeting begins. Clean devices with approved electronic cleaning agents Clean soap/hand sanitizer dispensers Clean door knobs, light switches Clean visibly dirty surfaces, followed by disinfection

		Clean Wellness Room and Activity Room items Maintain up to date hand sanitizers in every classroom, conference room, and receptionist area Wear gloves when handling dirty laundry, taking out trash, cleaning Launder fabric rags after use ESU 7 Cars: Wipe hard surfaces with disinfectant wipe after vehicle use. Car Pooling allowed with masks.	Clean Wellness Room and Activity Room items Maintain up to date hand sanitizers in every classroom, conference room, and receptionist area Wear gloves when handling dirty laundry, taking out trash, cleaning Launder fabric rags after use ESU 7 Cars: Wipe hard surfaces with disinfectant wipe after vehicle use. No Car Pooling.	Porous surfaces, remove visible contamination. Launder items per manufacturer's instruction Clean Wellness Room and Activity Room items Maintain up to date hand sanitizers in every classroom, conference room, and receptionist area Wear gloves when handling dirty laundry, taking out trash, cleaning Launder fabric rags after use ESU 7 Cars: Not available for check out.

***At any level after a student or staff member shows symptoms, clean frequently touched surfaces and follow the guidelines in the corresponding color.**

Revised 8/9/20

Tenet: Level III Programs

Core Team: Tami Clay, Leanne Blanchard

	Tier I - No to Low Risk of Spread	**Tier II - Moderate Risk of Spread**	**Tier III - High Risk of Spread**	**Tier IV - Confirmed COVID - 19 Case** ESU 7 Staff Member or Level III Student
Open/Closure Status	The Governor and/or Health Department have no closures in place. Open for students and staff.	Follow Governor and/or Health Department closures, gathering size, and social distancing requirements. Open for students and staff.	Follow Governor and/or Health Department closures, gathering size, and social distancing requirements. Open for students and staff. If closure is necessary may need to determine essential staff.	Closed to students. Staff is prohibited from entering ESU 7 building(s) without pre-authorization from ESU 7 Administrator or Designee. Closed to students unless authorization by Administrator and contact tracing investigations by the health department determine the Level III Programs to be unaffected.
Arrival/Dismissal	Drop off/pick up as usual Staff arrive and enter as usual.	Staff will enter the south building first to be screened before entering their specific areas. Staff will monitor from 9:20 - all students arriving and 2:20 - all students departing.	Staff will enter the south building first to be screened before entering their specific areas. Staff will monitor from 9:20 - all students arriving and 2:20 - all students departing. Students will be screened using ESU 7 protocol screening guidance both when their transportation picks them up and when they	Staff will enter the south building first to be screened before entering their specific areas. May be closed to students. Staff is prohibited from entering ESU 7 building(s) without pre-authorization from ESU 7 Administrator or Designee.

		Students will be screened (ESU 7 protocol) before getting into their transportation to transport to the ESU. screening guidance	arrive at the ESU. Transportation will need to wait until all students are cleared through the screening process before leaving ESU property	
Personal Protective Equipment (PPE)	Masks highly recommended.. * Exemptions for students: -A more restrictive accommodation is required by the contracting school district. -The student has a disability and a reasonable accommodation excuses the student from wearing a mask for some or all of the school day; -The student's Individualized Education Program (IEP) team has determined that wearing a mask for some or all of the school day would interfere with the student's ability to receive a free, appropriate public education and that determination is documented in the student's IEP; -The student's Section 504 committee has determined that wearing a mask for some or all of the school day would interfere with the student's ability to receive a free, appropriate public education and that determination is documented in the student's Section 504 Plan; OR -Another legally valid reason	Staff & Students are encouraged to wear mask of your own or will be provided 1 cloth mask . At any time that there will be less than 6 ft social distancing, masks are required. Mask breaks of 15 minutes throughout the day when 6 feet social distance is possible. * Same exemptions for students as described in GREEN level.	Staff & Students are required to wear mask of your own or will be provided 1 cloth mask at any time that there will be less than 6 ft Mask are required in all buildings on ESU 7 campus unless you are by yourself. Mask breaks of 15 minutes throughout the day when 6 feet social distance is possible. * Same exemptions for students as described in GREEN level.	Staff & Students are required to wear mask of your own or will be provided 1 cloth mask at any time. Staff will have the option to wear additional PPE's as they feel necessary but those will not be required. Mask breaks of 15 minutes throughout the day when 6 feet social distance is possible. * Same exemptions for students as described in GREEN level.

	exists to excuse the student from the face covering requirement and such reason has been approved in writing by the program Principal.			
Attendance	Confirm attendance. Student attendance will follow their resident school district schedule until virus response protocols are lifted.	Confirm attendance. Student attendance will follow their resident school district schedule until virus response protocols are lifted.	Confirm attendance. Student attendance will follow their resident school district schedule until virus response protocols are lifted.	May be closed to students. Staff is prohibited from entering ESU 7 building(s) without pre-authorization from ESU 7 Administrator or Designee.
Meals	Lunch served and prepared as usual.	**LA** - students can help/assist in set up of the meal using gloves, masks, & being closely monitored. Trays will be prepped by staff (not students) and handed to the students. Students and staff will be spaced apart in assigned seats to eat their lunch by utilizing all lunch tables to allow for social distancing or students will eat in two separate group times (shifts). **Cen7ter**: Students who are helping prepare the food are closely monitored for hygiene. Each plate will be served and then handed to the student. (no sharing of serving utensils). Students will be spaced apart in assigned seats to maximize social distancing using all space available.	**LA** - students will **NOT** help/assist in set up and/or serving the meal. Trays will be prepped by staff and handed to the students. Students and staff will be spaced apart in assigned seats to eat their lunch by utilizing all lunch tables to allow for social distancing or students will eat in two separate group times (shifts). **Cen7ter**: Additional staff and a minimum amount of students will be in the kitchen during preparation so that hygiene can be carefully monitored. Each plate will be served and then handed to the student. (no sharing of serving utensils). Students will be spaced apart in assigned seats to maximize social distancing using all space available.	May be closed to students. Staff is prohibited from entering ESU 7 building(s) without pre-authorization from ESU 7 Administrator or Designee.

			Students may need to eat in shifts to allow for social distancing.	
Academics/Continuity of Learning	Academics and learning plans in place as expected.	Students will be spaced apart in seats to maximize social distancing using all space available. Additional sanitization will occur if students are switching places to work with other students. Alternative Education Plans will follow the school districts continuity of learning plan.	Students will be spaced apart in assigned seats to maximize social distancing using all space available. Minimize face to face social activities where students are closer than 6 ft. Alternative Education Plans will follow the school districts continuity of learning plan.	Alternative Education Plans will follow the school districts continuity of learning plan.
Job Sites	Job sites are up and running for students as usual and allowed by partnering businesses	Job sites are up and running for students as usual and allowed by partnering businesses. Students and staff are encouraged to wear masks and continually monitor personal hygiene. (wash hands frequently). If at any time 6 ft of social distancing is not available, masks are required.	Students and staff will not leave campus to participate in activities on any job site.	May be closed to students. Staff is prohibited from entering ESU 7 building(s) without pre-authorization from ESU 7 Administrator or Designee.
Outings	Outings can be planned and attended as expected	Outings are planned and attended as expected and allowed by community partners. (ie. bowling, movies, etc). Students and staff are encouraged to wear masks and continually monitor personal hygiene. (wash hands frequently) If at any time 6 ft of social distancing is not available, masks are required.	Students and staff will not leave campus to participate in activities/outings.	May be closed to students. Staff is prohibited from entering ESU 7 building(s) without pre-authorization from ESU 7 Administrator or Designee.

Shared spaces	Shared spaces are used in an expected manner.	Shared areas (activity center at LA building) will be used at arranged times to minimize students and staff mixing between the two programs. Cen7ter staff will come and go from the activity door. All equipment and areas used by staff and students will be sanitized by Cen7ter staff once the student group has left the area. Students and staff from both programs will minimize the amount that they are mixing individuals from each program together.	Shared areas (activity center at LA building) will be used at the discretion of the administrator Students and staff will not mix between the two programs. Any staff member that is shared between the two programs will be required to wear a mask while in the presence of students and staff.	Shared areas will be closed to students. Staff is prohibited from entering ESU 7 building(s) without pre-authorization from ESU 7 Administrator or Designee.
Remote Working	Take computers home as a precaution in preparation for the potential of working remotely.	Take computers home as a precaution in preparation for the potential of working remotely.	Take computers home as a precaution in preparation for the potential of working remotely.	Take computers home as a precaution in preparation for the potential of working remotely.

Revised 8/9/20

Tenet: Home Visits

Core Team: Wendy Wolfe, Lisa Duranski

	Tier I - No to Low Risk of Spread	**Tier II - Moderate Risk of Spread**	**Tier III - High Risk of Spread**	**Tier IV - Confirmed COVID - 19 Case** ESU 7 Staff Member or Level III Student
Open/Closure Status Staff will follow the color risk factor of the resident district. Following the guidance that is more restrictive (staff's residence vs student's district)	Governor and/or Health Department have no closures in place. ESU 7 open Home visits as normal.	Follow Governor and/or Health Department closures, gathering size, and social distancing requirements. ESU 7 open Home visits via alternative means including but not limited to Zoom, telephone, teleconference or home visits with screening and PPE listed below.	Follow Governor and/or Health Department closures, gathering size, and social distancing requirements. ESU 7 open Home visits via alternative means including but not limited to Zoom, telephone, teleconference.	Regional closure may or may not be declared by the Governor or Health Department. May be closed to students.
Personal Protective Equipment (PPE)	Staff have the option to wear mask of your own or will be provided 1 cloth mask or disposable mask	Wear medical mask (1 per day), face shield, and clothing covering such as smock Use hand sanitizer prior to entering home and immediately upon leaving home. Remove masks/shield prior to entering your vehicle Clean shield with bleach mixture or hand sanitizer	Wear medical mask (1 per day), face shield, and clothing covering such as smock Use hand sanitizer prior to entering home and immediately upon leaving home. Remove masks/shield prior to entering your vehicle Clean shield with bleach mixture or hand sanitizer	Regional closure may or may not be declared by the Governor or Health Department. May be closed to students.

Assessments	Assessments as normal following screening protocol.	Assessments as normal using the screening process.	No in home assessments, only automatic qualifying students will be assessed.	Regional closure may or may not be declared by the Governor or Health Department. May be closed to students. No in home assessments, only automatic qualifying students will be assessed.
Location of Service	Confirm visit ahead of arrival. Use Screening Questions when communicating with the home.	When home visit/evaluation is necessary with no option for alternative methods Ask family questions found in screening guidance. If answer yes to any, complete visit via alternative methods.	Home-visits via alternative means including but not limited to Zoom, telephone, teleconference. When Evaluation is absolutely necessary to meet time-lines with no option for alternative methods Ask family questions found in screening guidance. If answer yes to any, complete visit via alternative methods.	Home visits via alternative means including but not limited to Zoom, telephone, teleconference.

Revised 8/9/20

Tenet: Itinerant Staff (Special Education, Technology Partnership, PD)

Core Team: Ann Dubas, Judy Zadina

	Tier I - No to Low Risk of Spread	**Tier II - Moderate Risk of Spread**	**Tier III - High Risk of Spread**	**Tier IV - Confirmed COVID - 19 Case** ESU 7 Staff Member or Level III Student
Open/Closure Status (Being on ESU 7 Campus)	Governor and/or Health Department have no closures in place. ESU 7 open	Follow Governor and/or Health Department closures, gathering size, and social distancing requirements. ESU 7 open	Staff may report to the ESU following screening guidance.	Regional closure may or may not be declared by the Governor or Health Department. May be closed to students and staff.
Personal Protective Equipment (PPE)	Masks highly recommended.	Staff & Students are encouraged to wear a mask and/or approved PPE any time that there will be less than 6 ft.	Staff & Students are required to wear a mask and/or approved PPE at any time that there will be less than 6 ft.	Must wear a mask of your own or will be provided 1 cloth mask.
Academic	Services provided as normal.	Alternative Education Plans will follow the school districts continuity of learning plan.	Alternative Education Plans will follow the school districts continuity of learning plan. Some services may be provided using alternative method.	Continue Alternative Education Plans

Location of Service (Reporting to assigned districts)	Attend assigned location Honor any more restrictive requests by contracted/ assigned school districts regarding their wishes to have ESU 7 attendance. Access and understand their pandemic protocol. Follow protocols of the schools you serve and any special precautions established thereof.	Contact and confirm with the assigned school district. Honor any more restrictive requests by contracted/ assigned school districts regarding their wishes to have ESU 7 attendance. Access and understand their pandemic protocol. Follow protocols of the schools you serve and any special precautions established thereof. If protocols are less conservative than those established by ESU 7, communicate with your supervisor as to how to provide the service. Wear a mask when car-pooling	Contact assigned school district. Honor any more restrictive requests by contracted/ assigned school districts regarding their wishes to have ESU 7 attendance. Access and understand their pandemic protocol. Follow protocols of the schools you serve and any special precautions established thereof. If protocols are less conservative than those established by ESU 7, communicate with your supervisor as to how to provide the service Do not car-pool.	Contact assigned school district. Access and understand their pandemic protocol. Follow protocols of the schools you serve and any special precautions established thereof. If protocols are less conservative than those established by ESU 7, communicate with your supervisor as to how to provide the service.
Remote Working	Take computers home as a precaution in preparation for the potential of working remotely.	Take computers home as a precaution in preparation for the potential of working remotely.	Take computers home as a precaution in preparation for the potential of working remotely.	Take computers home as a precaution in preparation for the potential of working remotely.

Revised 8/9/20

Tenet: ESU 7 Staff Meetings, Trainings ON CAMPUS or Trainings at NON-ESU 7 SCHOOL DISTRICT

Core Team: Marci Ostmeyer, Amy Mazankowski

	Tier I - No to Low Risk of Spread	**Tier II - Moderate Risk of Spread**	**Tier III - High Risk of Spread**	**Tier IV - Confirmed COVID - 19 Case** ESU 7 Staff Member or Level III Student
Open/Closure Status	Governor and/or Health Department have no closures in place. Open for students and staff. Training on campus may occur following state and/or regional guidance for group size and other gathering restrictions.	Follow Governor and/or Health Department closures, gathering size, and social distancing requirements. Open for students and staff. If the Governor or health departments have declared regional closures, trainings at ESU location cancelled, rescheduled, or provided via Zoom unless authorized by Administrator or Administrator Designee.	Follow Governor and/or Health Department closures, gathering size, and social distancing requirements. Trainings at ESU location cancelled, rescheduled, or provided via Zoom unless authorization by Administrator and contact tracing investigations by the health department determine the training locations to be unaffected.	Closure Staff is prohibited from entering ESU 7 building(s) without pre-authorization from ESU 7 Administrator or Designee. All trainings at ESU locations cancelled, rescheduled, or provided via Zoom unless authorized by Administrator. No staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee following screening guidance*.
Arrival/Dismissal	Enter through front/main doors. Exit through any door.	Enter and exit through front/main door	May be closed to trainings. Enter and exit through front/main doors and/or designated meeting room doors.	Closure
Personal Protective Equipment (PPE)	Masks highly recommended.	Staff & Participants are encouraged to wear a mask. At any time that there will be less	Staff & Participants are required to wear a mask.	Closure

		than 6 ft social distancing, masks are required		
Attendance	If event is not in EventBrite system, meeting host provided a list of attendees.	If event is not in EventBrite system, meeting host provided a list of attendees. EventBrite message customized to go to attendees	If event is not in EventBrite system, meeting host provided a list of attendees. EventBrite message customized to go to attendees	Closure
Food	Food served as usual Community water and coffee are served	Buffet style allowed if served by staff members. Box lunches, bring own lunch or participants leave. Community water and coffee are served.	Potentially closed to trainings Box lunches, bring own lunch or participants leave. Community water and coffee not served.	No Food closed to trainings

Revised 8/9/20

Tenet: ESU 7 Offices

Core Team: Linda Shefcyk, Dan Ellsworth

	Tier I - No to Low Risk of Spread	**Tier II - Moderate Risk of Spread**	**Tier III - High Risk of Spread**	**Tier IV - Confirmed COVID - 19 Case** ESU 7 Staff Member or Level III Student
Open/Closure Status	Governor and/or Health Department have no closures in place. Open for students and staff.	Follow Governor and/or Health Department closures, gathering size, and social distancing requirements. Open for students and staff.	Follow Governor and/or Health Department closures, gathering size, and social distancing requirements. May be closed. If closed ● No staff or deliveries in campus buildings for without pre-authorization by the Administrator. ● After the days closed, deliveries resume. ● Production: Closed	Closure No staff reports to the ESU 7 Campus without pre-authorization from ESU 7 Administrator or Designee following screening guidance*. Administrator or Administrator Designee will identify one Administrator/Designee to be on campus daily and will manage the schedule Production: Closed after giving school districts 5-7 days notice of closure
Personal Protective Equipment (PPE)	Masks highly recommended.	Staff are encouraged to wear a mask any time that there will be less than 6 ft.	Staff are required to wear a mask any time that there will be less than 6 ft AND when in presence of another person wearing their mask	Staff are required to wear a mask. Wear mask when moving throughout the buildings
Lunch	No Restrictions - Clean after.	Eat with social distancing. Clean after.	Eat in an office or isolated location. Clean after.	Closure

External Access to Facilities	Doors are locked. Ring bell to enter.	Doors are locked. Entry after answering screening questions.	Doors are locked. Limited access by non-ESU 7 personnel	Doors are locked. Entry by non-ESU 7 personnel by appointment only
Remote Working	Take computers home as a precaution in preparation for the potential of working remotely.	Take computers home as a precaution in preparation for the potential of working remotely.	Take computers home as a precaution in preparation for the potential of working remotely.	Take computers home as a precaution in preparation for the potential of working remotely. <u>Essential staff</u> report.

Revised 8/9/20

Tenet: At-Risk or Vulnerable Populations

Core Team: Nicki Brigham, Otis Pierce, Leanne Blanchard

	Tier I - No to Low Risk of Spread	**Tier II - Moderate Risk of Spread**	**Tier III - High Risk of Spread**	**Tier IV - Confirmed COVID - 19 Case** ESU 7 Staff Member or Level III Student
At-Risk Staff Areas 65 or older Chronic lung disease Moderate to severe asthma Serious heart conditions Immunocompromised Severe obesity Diabetes Chronic kidney disease Liver disease	Staff performs essential functions as usual.	Does the staff member report having any of the underlying conditions that may lead to a request for accommodations to perform your essential functions. ● If yes, does staff feel they need to call their health care provider to ask if there is a need to have recommendations for accommodations to meet essential job functions. Ask for documentation of recommendations for accommodations. ● Wear a mask. ● Follow non-pharmaceutical interventions ● Document conversation and notify Administrator	Does the staff member report having any of the underlying conditions that may lead to a request for accommodations to perform your essential functions. ● If yes, does staff feel they need to call their health care provider to ask if there is a need to have recommendations for accommodations to meet essential job functions. Ask for documentation of recommendations for accommodations. ● Wear a mask. ● Follow non-pharmaceutical interventions ● Document conversation and notify Administrator	Does the staff member report having any of the underlying conditions that may lead to a request for accommodations to perform your essential functions. ● If yes, does staff feel they need to call their health care provider to ask if there is a need to have recommendations for accommodations to meet essential job functions. Ask for documentation of recommendations for accommodations. ● Wear a mask. ● Follow non-pharmaceutical interventions ● Document conversation and notify Administrator

Revised 8/9/20

Frequently Asked Questions:

The Q/A below are intended to assist you in specific areas where questions commonly come up. Because COVID-19 is a novel virus, health officials continue to learn more about it. The answers here may need revisions after new information is learned. When that occurs, there will be a corrected response with the date of that revision. ESU 7 will take all necessary steps to get the most accurate information to our employees. This continues to be a very fluid process and plans, questions, and responses will likely continue to adapt.

Question	Answer
If I stay home due to symptoms, is that sick leave or medical leave.	8/9/2020: If you can work remotely, that is the first option to discuss with your supervisor. If you stay home based on the self quarantine section of this document and you are sick, use medical leave. This is true even if you are tested during quarantine and found to be negative. If you stay home following the screening guidelines found in this document, you will use medical leave. (This is an ESU 7 Board decision. Larianne will communicate with you should this information change.)
If I have symptoms and don't get tested, I need to assume I am positive and I need to stay home for 10 days (is that medical or sick)?	8/9/2020: If you can work remotely, that is the first option to discuss with your supervisor. If you do not get tested(follow the guidance here), but have symptoms consistent with the screening guidelines found in this document, you will use medical leave. Your supervisor may ask for information from a doctor for documentation. (This is an ESU 7 Board decision. Larianne will communicate with you should this information change.)
If I do get tested and I test negative, are those days I stayed home and waited for results counted as sick or medical?	8/9/2020: If you can work remotely, that is the first option to discuss with your supervisor. If you cannot, you will take medical leave. (This is an ESU 7 Board decision. Larianne will communicate with you should this information change.)
Same scenario if it is my child compared to employee	8/9/2020: If you can work remotely, that is the first option to discuss with your supervisor. If you cannot, you will take medical leave. (This is an ESU 7 Board decision. Larianne will communicate with you should this information change.)
What is the expectation of working from home when not sick, because I need to be home for either a sick child or child's school is closed or daycare is closed and having multiple young children makes it difficult to work from home or the work I do cannot be done at home?	8/9/2020: If you can work remotely, that is the first option to discuss with your supervisor. If you cannot, you will take medical leave. (This is an ESU 7 Board decision. Larianne will communicate with you should this information change.)

Would there ever be a time when we are in RED and still open?	8/9/2020: Yes. If contact tracing contains the threat to a building, or possibly a single space/room, the entire campus will not need to be closed.

Leading Serving Supporting

ESU 7

Educational Service Unit 7

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

ESU 7 Goals

Board of Directors

Goal 1: Use of Data for Quality and Efficiency: The Board will use data to ensure quality and efficiency of current and future services to its stakeholders (students, educators, parents and community).

Goal 2: Behavioral Health Programming: The Board will explore the potential expansion of educational behavioral health programming.

Goal 3: Financial Projections: The Board will examine short and long term financial projections to ensure long term financial stability.

Goal 4: Updates Policy Manual: The Board will work to update and streamline their policy manual.

Administrator

Goal 1:Develop and deploy a Board Self-Assessment tool to use in establishment of Board Goals.

Goal 2:Establish Partnerships with local media to assist in communicating ESU 7 services and supports to school districts in the ESU 7 area.

Goal 3: Engage in strategic communication efforts to and among staff and stakeholders regarding programs and services.

Agency Team

Goal 1: Agency Team will provide their staff with specific feedback to encourage professional growth.

Goal 2: Agency Team will enrich our safe, supportive, collaborative and positive culture.

Goal 3: Agency Team will provide progress monitoring on the annual service plan and promote those services as necessary.

Goal 4: Agency Team will increase knowledge of department projects agency wide.

Departments

Administration: Efficiency will be increased by users being involved in the decisions of products/procedures. A satisfaction survey will be filled out monthly.

Cen7ter: All Cen7ter staff will be fully informed about each current student and his or her needs in a timely manner.

Early Childhood: By August 2020, caseload analysis will demonstrate staff are working within the designated FTE and all kids are receiving the services needed.

Grants: By May 2020, the Grant Department will increase collaboration between Transition, ASD and Resource Coach from 0 collaborative teaming opportunities (co-present, co-plan) to 4 teaming opportunities.

Learning Academy: Our team will focus our growth on doing what is best for students to meet their individual needs.

Migrant: Promote healthy migrant families both physically and mentally.

Production: Provide communication to schools for summer printing.

Professional Development: Refine and improve our District Consultation process in order to better meet the needs of our School Districts.

Psychology: Effectively collaborate and communicate in order to provide high-quality services (effective and efficient) to districts with less FTE for 2019-2020 school year.

Speech: By the end of the 2019-2020 school year, the SLP department will optimize competency in language therapy by being proficient or distinguished in4/4 indicators on the rubric.

Technology: Time Management

Vision: By May 2020, the Vision Team will develop a checklist to be used by educational teams with each vision referral/evaluation.

SIMPL
Service Implementation Model Process and Log
2020 - 2021

Service Plan Details: ESU 07

School Name: **ESU 07**
Parent School: **ESU 07**
ESU: **ESU 07**

☐ Show Service Descriptions ☐ *Show Implementation Objectives*

STAFF DEVELOPMENT SERVICES (84-002.05A)

Assessment Literacy & Development
Classroom Coaching
Crisis/ School Safety
Instructional Materials Adoption
Instructional Strategies
Multi-Tiered System of Supports (MTSS/RDA)
NWEA Training/Support
Personalized PD
Principal Development
Reading Content Training
Superintendent Development
Technology Integration
BlendEd
Continuous Improvement Process
Develop & revise curriculum based on standards
Instructional Models
Math Content Training
New Teacher Academy
Other/Non-NSCAS Content Trainings
Principal Coaching
Principal/Teacher Evaluation
Science Content Training
Tech Integration Specialist program meetings
Writing Content Training

INSTRUCTIONAL MATERIALS SERVICES (84-002.05C)

Media Lending Library
Virtual Field Trips
Products and Subscriptions

TECHNOLOGY (002.05B TECHNOLOGY)

Coordinating Computer Repair Partnership
Distance Learning Consortium
Electronics Recycling
Internet Access
LanMan Partnership
Technical Support
Zoom, Scopia
Datacenter Services
E-Rate Filing & Consultation
Identity Management
LAN Manager Program
Network Planning & Consultation
Technical Training

STUDENT SERVICES

Behavior Analyst
Deaf Education
Learning Academy
Program Supervision
Resource Coach
Transition
Cen7ter
Early Childhood
Mental Health
Psychology
Speech Language
Vision

OTHER SERVICES

Autism Spectrum Disorders Grant
Early Learning Connection (ELC)
PEaK
Planning Region Team
Title 1 COOP
Title II-A Consortium
Title IV
Coop Purchasing
Group Purchasing
Perkins Grant
Production/Art Media
Title IC Migrant Education Program
Title III - English Learners
Transition Grant

Cora Korus

corakorus@yahoo.com | 402-920-0580 | Lindsay , NE 68644

Summary

I am very experienced in Early Childhood as I have been in the field for 18 years. I am very confident in my work. I have worked with children from many backgrounds. I have completed many different continuing education courses. I also served on the Head Start Policy Council board for one term. I have five of my own children and I have coached softball for my children and the community for 10 plus years. I am very active in my community and church family. I am on the ladies guild, have served as guild leader, and have served on Home and School Association. I am the Lindsay Softball/baseball coordinator.

Skills

- Special education background
- Special education
- Special needs education
- Observe a classroom
- Supervise a classroom
- Instruct children with behaviors
- Instruct children with educational materials

Experience

Special Education Paraprofessional (pre-school) - Humphrey Public School (Humphrey, NE)
August 2018 - Current

- Worked in tandem with teacher to develop customized classroom environment conducive to students' needs.
- Escorted students to the restroom, to the cafeteria, outside and on field trips.
- Instructed small groups of students in basic concepts such as alphabet, shapes and color recognition .
- Managed class of 20 students when teacher stepped out of room.
- Collaborated with the teacher to develop effective, individualized learning strategies.
- Affirmatively communicated and promoted positive attitudes with every student.
- Advised the instructor regarding student behavior or issues that required immediate addressing.
- Conducted small group and individual classroom activities with students based on differentiated learning needs.
- Developed Individual Education Programs (IEP) to establish student outcome goals and define educational strategies; leveraged developmental practices and educational theories to achieve

educational objectives.

Daycare Teacher (pre-school) - Lindsay Holy Family Daycare (Lindsay, NE)
August 2017 - July 2019

- Disciplined children and recommended other measures to correct behavior.
- Sparked creativity and imagination by helping children discover new things each day.
- Encouraged children to be understanding and patient with others.
- Carefully monitored children's play activities to identify additional learning opportunities or behavioral issues.
- Introduced groups of 20 pre-schoolers to multi-sensory activities such as music, dance and stories to encourage exploration and spark curiosity.
- Managed general housekeeping duties, including feeding, diapering, resting, and cleanup.
- Mediated talks between parents and teachers regarding disciplinary concerns.

Assistant Preschool Teacher - Northeast Nebraska Community Action Partnership (Norfolk, NE)
August 2017 - December 2017

- Organized and led activities to promote physical, mental and social development.
- Controlled classroom environments with clearly outlined rules and positive reinforcement techniques.
- Taught children foundational skills such as colors, shapes and letters.
- Enhanced sensory abilities by giving children access to numerous textures and shapes.
- Implemented hands-on, play-based strategies such as games and crafts for experiential learning.
- Identified children in need of extra support for emotional, health-related or developmental concerns and conceived improvement strategies.
- Maintained tidy and clean classroom consistent with safety and health standards.
- Observed each child to help improve social, mental and behavioral competencies.
- Encouraged children to be understanding of others, show good manners and instructed in other social development behaviors.
- Established indoor and outdoor safe play environments for toddler-age children.

- Developed professional relationships with parents, teachers, directors and therapists.

Daycare Provider - Self Employed (Lindsay, NE)
August 2003 - December 2006

- Helped prepare meals, snacks and refreshments for children, accounting for individual dietary needs and restrictions.
- Secured indoor and outdoor premises to protect children under care.
- Discussed new developments, misbehavior and concerns with parents or guardians.
- Recorded information about behavior, food served and medications administered.
- Cleaned toys, play equipment, dishes and other surfaces to keep facility sanitary.
- Balanced schedules to provide optimal rest, play and educational periods.
- Led children in tidying up, handwashing to teach responsibility.
- Organized and planned age-appropriate lessons involving reading, crafts, and educational materials.
- Enforced rules to teach manners and maintain safe environment.
- Provided exceptional care to groups of up to 5 children between ages infant and 5 years old.
- Communicated with parents or guardians about daily activities, behaviors and upcoming events.
- Assisted children in development of social, communication and problem-solving skills.
- Kept children safe and secure at all times.
- Incorporated music and art activities to encourage creativity and expression.
- Read stories to children, facilitated discussions and tied books into learning opportunities.
- Used techniques such as positive reinforcement and behavior modeling with instill discipline in children.
- Assisted children in developing fine motor skills in preparation of preschool and kindergarten.
- Implemented and oversaw activities centered on promoting learning and imaginative play.

Preschool Teacher - Self Employed (Lindsay, NE)
August 2002 - May 2003

- Collaborated with parents to develop and maintain strong support networks and build rapport to foster seamless communication.

- Created and implemented developmentally appropriate curriculum addressing all learning styles.
- Established indoor and outdoor safe play environments for toddler-age children.
- Taught children foundational skills such as colors, shapes and letters.
- Distributed quarterly progress assessments and milestone reports to each parent.
- Observed children to record development.
- Encouraged children to be understanding of others, show good manners and instructed in other social development behaviors.
- Incorporated music, art and theater into lesson planning.
- Developed professional relationships with parents, teachers, directors and therapists.
- Observed children for signs of illness, injury, emotional disturbance, learning disorders and speech problems.
- Enforced behavior expectations at all times.
- Maintained child-friendly environment with access to outdoor activities.
- Promoted good behaviors by using positive reinforcement methods.

Education and Training

Associate of Applied Science in Early Childhood Education
December 2001
Central Community College, Columbus, NE

Some College (No Degree) in Human Relations
Chadron State College, Chadron, NE

Some College (No Degree) in Project Para
ESU7, Columbus, NE

Certifications

I have certificates in the following:
MANDT:
- Relational
-Conceptual
-Technical Assisting and Supporting
-Technical Separating
-Technical Restraining
-Technical Supplement Restraining-Supplemeny
Ecers-3:
-Introduction to the environment rating scales
-A closer look at the early childhood environment rating scale

John Skretta <john.skretta@esu6.org>

NCSA Legislative Update - August 5, 2020

Mike Dulaney <mike@ncsa.org>
Reply-To: mike@ncsa.org
To: john.skretta@esu6.org

Wed, Aug 5, 2020 at 7:43 PM

Having trouble viewing this email? Click here

August 5, 2020

Property Tax Relief Measure Advances

Bill also includes corporate income tax credit plan

The proponents were well prepared this afternoon to advance a compromise amendment to **LB 1107**, which will enhance the existing property tax relief program and set forth a new corporate income tax credit program.

The debate was intense at times, but it was fairly clear how it would conclude. The measure advanced to Select File easily on a 43-2 vote.

Existing Property Tax Credit Fund - Tier 1 Property Tax Relief

- Sets a minimum requirement of $275 million per year in the fund
- If gambling petition on the November ballot passes, any additional funds generated will go into the Property Tax Credit Fund over and above the $275 million floor

New Property Tax Refundable Income Tax Credit

- Refundable income tax credit based on amount of school district property taxes paid during the prior year
- Claimed on individual or corporate return
- $125 million beginning in FY 20-21
- If net receipts exceed forecast by 3.5% AND Cash Reserve is below $500 million, then 50% of excess over 3.5% is certified to be added to original $125 million to increase amount of refund

Nebraska Council of School Administrators

Dr. Michael Dulaney
Executive Director
Email: mike@ncsa.org
Twitter: @NCSAmike

Dr. Dan Ernst
Associate Executive Director
Email: dan@ncsa.org
Twitter: @NCSAdan

Mr. Kyle McGowan
Legislative Consultant
Email: lobby@ncsa.org
Twitter: @NCSAkyle

The NCSA is an umbrella organization comprised of six affiliate associations and over 2,500 practicing and retired school administrators.

- If net receipts exceed forecast by 3.5% AND Cash Reserve is at or above $500 million, then 100% of excess over 3.5% is certified to be added to original $125 million to increase amount of refund
- These provisions notwithstanding, by the 5th year, the amount available for the credit must be $375 million
- Once amount reaches $375 million, it increase annually by the amount of overall statewide increase in valuations
- Will be available to resident and non-resident property taxpayers
- Repeals Personal Property Tax Exclusion (Approximately $14.8 million)

Changes to ImagiNE Act (corporate income tax credits)

- New caps as follows:
    - $25 million each Years 1 and 2, also beginning in FY 20-21
    - $100 million each Years 3 and 4
    - $150 million Year 5
    - After 5th year the cap will be equal to 3% of state net tax receipts
- If the cap will be exceeded in any year, then claims to use credits will be approved on a first-come, first-served basis
- Employees must be residents of Nebraska

The mission of the NCSA is to be a leader for quality education that results in learning for all youth and to enhance the professionalism of its members.

Nebraska Council of School Administrators, 455 S. 11th Street, Suite A, Lincoln, NE 68508

SafeUnsubscribe™ john.skretta@esu6.org

About our service provider

Sent by mike@ncsa.org