



Regular Board of Education Meeting

Educational Service Unit 7, Oak Room

2657 44th Ave

Columbus, NE 68601-8537

Monday, August 21, 2023 at 5:30 PM

Posted Locations:

Columbus Telegram Newspaper

Columbus Telegram Website

ESU 7 North Building Front Door

Posted Date: 08/14/2023

Attendance Taken at 5:30 PM.

Bob Arp: Present

Joyce Baumert: Present

Marni Danhauer: Present

Donald Ellison: Absent

Dan Hoesly: Present

Dawn Lindsley: Present

Richard Luebbe: Present

Jennifer Miller: Present

Doug Pauley: Present

Richard Stephens: Present

Gary Wieseler: Absent

Jack Young: Absent

Present: 9, Absent: 3.

1. Call the Meeting to Order

LEADERSHIP • SERVICE • SUPPORT

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

Roll call was taken at 5:30 PM

Board President conducted the meeting.

Staff present:

Larianne Polk, Administrator

Linda Shefcyk, Business Manager

Mindy Reed, Secretary to the Board of Directors

Marci Ostmeyer, Professional Development Director

Tami Clay, 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

Board Vice President Jack Young and board members Donald Ellison and Gary Wieseler will be absent; they notified the administrator prior to the meeting.

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 Dan Hoesly.

Donald Ellison: Absent

Gary Wieseler: Absent

Jack Young: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Yea: 9, Nay: 0, Absent: 3

Administrator Polk provided an update on board member Donald Ellison to the rest of the board.

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 Bob Arp and a second by Marni Danhauer.

Donald Ellison: Absent

Gary Wieseler: Absent

Jack Young: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Yea: 9, Nay: 0, Absent: 3

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

Recommendation: Discuss, consider and take any necessary action to approve the virtual conferencing option for the September board meeting. There will not be a virtual conferencing option for the September 2023 board meeting.

4. Welcome Visitors No visitors present.

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

Citizens wishing to address the Board on a certain agenda item must complete the Request to be Heard Document prior to the start of the board meeting. Citizens

wishing to present petitions to the Board may do so at this time. However, the Board will only receive the petitions and not act upon them or their contents. No public comments provided.

6. **Consent Agenda**

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

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

Consent Agenda Includes:

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

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 Doug Pauley.

Donald Ellison: Absent

Gary Wieseler: Absent

Jack Young: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Yea: 9, Nay: 0, Absent: 3

6.1. Minutes

This is a consent item.

6.2. Presentation of Bills #76432 through #76561 totaling \$993,948.43

The summary of bills for the current month total: \$993,948.43 - Bills #76432 through #76561

Inservice bills total: Combined with August

	Amount	Vendor	Description
76452	\$150,000.00	Columbus Public School	South building settlement agreement
76453	\$7,500.00	CoolSpeak	Latino summit keynote speaker

76483	\$9,728.00	Kiddie Cab	Migrant student transportation
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This is a consent item.

6.3. Presentation of Bills #76562 through #76685 totaling \$993,169.40

The summary of bills for the current month total: \$993,169.40 - Bills #76562 through #76685

Inservice bills total: \$ 215.00

	Transaction/Explanation	Receipt	Expenditures	Balance
12/28/22	Deposit	\$255.00		\$7,747.5
7/12/23	Transfer Station - Misc. junk		\$15.00	\$7,732.5
7/18/23	Mollie Morrow - memorial		\$75.00	\$7,657.5
8/1/23	VRLY - clean up fee - Agency Team mtg.		\$50.00	\$7,607.5
8/15/23	Ernie Valentine - memorial		\$75.00	\$7,532.5
		Expenditures	\$215.00	

	Amount	Vendor	Description
76562	\$4,250.00	Howard & Sons Asphalt Maintenance	Parking lot tarring - half down payment
76584	\$29,691.40	Eakes Office Solutions	Copier maintenance agreements/document management
76585	\$31,546.66	Eakes Office Solutions	New production copier
76591	\$10,603.10	ESU 2	NNNC 4th Quarter
76597	\$31,709.70	Gale/Cengage Learning	Subscription renewal
76605	\$4,250.00	Howard & Sons Asphalt Maintenance	Parking lot tarring - 2nd half
76610	\$18,150.00	Imagine Learning	Title III Licenses
76616	\$14,658.00	Kagan Professional Development	Title II contract services
76618	\$5,952.00	Kiddie Cab	Migrant student transportation
76620	\$6,763.28	Lakeview Community Schools	T3 contracted service/T2 stipend & registration/Perkins stipend
76625	\$6,400.00	Marzano Resources	Title II contract services
76627	\$7,700.00	MNJ Technologies	New poster printer

7665 0	\$7,112.50	Unanimous	Web site development
7668 5	\$7,000.00	EMS Linq, Inc.	Accounting system software maintenance agreement

This is a consent item.

6.4. Reading of Article III, Section 5, A Authority

This is a consent item.

6.5. Reading of Article III, Section 5, B General Guidelines

This is a consent item.

6.6. Reading of Article III, Section 5, C Involvement of Staff

This is a consent item.

6.7. Reading of Article III, Section 5, D Construction Projects

This is a consent item.

6.8. Reading of Article III, Section 5, E Equipment, Materials and Supplies

This is a consent item.

6.9. Disposal of Inventory **This is a consent item.**

6.10. Excess Lodging and Meals

Excess Lodging and Meals: The Professional Development Department had excess travel expenses:

Excess for lodging and meals:

- 2023 NAESP (National Harbor, MD: July 9 - July 13, 2023)
 - Brooke Kavan - \$360.83

This is a consent item.

6.11. 2023-2024 Nebraska Rural Community Schools Association (NRCSA) Dues

The Nebraska Rural Community Schools Association is a non-profit organization dedicated to serving the needs of rural schools and communities. Since 1981, NRCSA has been committed to protecting the well-being of public education and implementing its mission of providing quality education for all children.

NRCSA is an Association consisting of 195 school districts and ESU's in Nebraska working together to support and promote quality educational programs for students in rural Nebraska. Through its members NRCSA serves the interests of over 75,000 children in 88 counties and 24 legislative districts.

This is a consent item.

6.12. 2023-2024 Contract for Abby Pfister, Grant Coordinator **This is a consent item.**

- 6.13. 2023-2024 Contract for Brooke Kavan, Professional Development Coordinator **This is a consent item.**
- 6.14. 2023-2024 Contract for Brooke Koliha, Professional Development Coordinator **This is a consent item.**
- 6.15. 2023-2024 Contract for Cynthia Alarcon, Grant Coordinator **This is a consent item.**
- 6.16. 2023-2024 Contract for Dan Ellsworth, Network Operations Director **This is a consent item.**
- 6.17. 2023-2024 Contract for Kendra Gustafson, Professional Development Coordinator **This is a consent item.**
- 6.18. 2023-2024 Contract for Marci Ostmeyer, Professional Development Director **This is a consent item.**
- 6.19. 2023-2024 Contract for Mark Brady, Professional Development Coordinator **This is a consent item.**
- 6.20. 2023-2024 Contract for Martha (Vanessa) Gascon-Guarcas, MEP Education Liaison **This is a consent item.**
- 6.21. 2023-2024 Contract for Melinda Velencela, MEP Education Liaison **This is a consent item.**
- 6.22. 2023-2024 Contract for Otis Pierce, Professional Development Coordinator **This is a consent item.**
- 6.23. 2023-2024 Contract for Richard Stuart, Information Technology Specialist **This is a consent item.**
- 6.24. 2023-2024 Contract for Stephanie Johnson, ASD Behavior Specialist **This is a consent item.**
- 6.25. 2023-2024 Contract for Travis Kassing, Network & Computer Systems Engineer **This is a consent item.**

7. August Spotlight - Vision Judy Zadina, Vision Coordinator, will be presenting the August Spotlight to the Board. Vision Coordinator and Teacher of the Visually Impaired, Judy Zadina and Brailist, Kris Johnson presented the Vision Spotlight to the Board. Judy and Kris reviewed the attached Vision Board document. There are schools outside of the ESU 7 area that receive vision services. Those services are primarily contracted directly with the school. ESU 7 is the only ESU in Nebraska that offers braille service. Kris Johnson is currently working on her National Certification.

8. June and July 2023 Treasurer's Reports
Review the breakdown of the Treasurer's Report

Discuss, consider and take any action necessary to approve the June and July 2023 Treasurer's Report as presented. Passed with a motion by Dawn Lindsley and a second by Doug Pauley.

Donald Ellison:	Absent
Gary Wieseler:	Absent
Jack Young:	Absent
Bob Arp:	Yea
Joyce Baumert:	Yea

Marni Danhauer: Yea
Dan Hoesly: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Yea: 9, Nay: 0, Absent: 3

9. Reading of Article IV, Section 11, C Hiring, Assignment and Dismissal

Remove:

~~The request by any contracted employee for release from his/her contract will not be granted unless one or more of the following conditions are met:~~

~~1. A suitable and qualified replacement has been employed to fill the position.~~

~~2. The release is effective after the completion of current contract obligations but on or before June 15.~~

~~3. The conditions of the resignation are in the best interests of Educational Service Unit 7.~~

Recommendation: Discuss, consider and take all necessary action to approve Article IV, Section 11, C Hiring, Assignment and Dismissal as presented.

Discuss, consider and take all necessary action to approve Article IV, Section 11, C Hiring, Assignment and Dismissal as presented Passed with a motion by Jennifer Miller and a second by Joyce Baumert.

Donald Ellison: Absent
Gary Wieseler: Absent
Jack Young: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Dan Hoesly: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Yea: 9, Nay: 0, Absent: 3

10. Reading of Article IV, Section 10, J Request for Release

New policy added.

Recommendation: Discuss, consider and take all necessary action to approve Article IV, Section 10, J Request for Release as presented.

Discuss, consider and take all necessary action to approve Article IV, Section 10, J Request for Release as presented Passed with a motion by Bob Arp and a second by Joyce Baumert.

Donald Ellison: Absent
Gary Wieseler: Absent
Jack Young: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Dan Hoesly: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Yea: 9, Nay: 0, Absent: 3

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

Change in Title IX Coordinator:

Students, Employees, and Others: **Marci Ostmeyer, Special Education Director, 2657 44th Avenue, Columbus, NE 68601 (402) 564-5753 (mostmeyer@esu7.org).**
~~Tami Clay, Special Education Director, 2563 44th Avenue, Columbus, NE 68601 (402) 564-0815 (telay@esu7.org).~~

TITLE IX COORDINATOR CONTACT INFORMATION

Marci Ostmeyer, Professional Development Director

2657 44th Avenue, Columbus, NE 68601

402-564-5753

mostmeyer@esu7.org

~~Tami Clay, Special Education Director~~

~~2653 44th Avenue, Columbus, NE 68601~~

~~402-564-0815~~

~~telay@esu7.org~~

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

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 Jennifer Miller and a second by Dawn Lindsley.

Donald Ellison: Absent

Gary Wieseler: Absent
Jack Young: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Dan Hoesly: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Yea: 9, Nay: 0, Absent: 3

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

New policy added.

Recommendation: Discuss, consider and take all necessary action to approve Article V, Section 5, E Animals at ESU 7 as presented.

Discuss, consider and take all necessary action to approve Article V, Section 5, E Animals at ESU 7 as presented Passed with a motion by Jennifer Miller and a second by Doug Pauley.

Donald Ellison: Absent
Gary Wieseler: Absent
Jack Young: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Dan Hoesly: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Yea: 9, Nay: 0, Absent: 3

13. Reading of Article V, Section 7, F Wellness

Added:

According to 7 CFR 210.31(e)(2), all schools are required to complete an assessment of their school's compliance with their local school wellness policy (SWP) at least once every three years (triennial) and make this assessment available to the public by posting assessment responses to the school's website.

ESU 7 participates in the school lunch program by contracting with a local public school system. We post information collected and partnered with this specific school district.

Recommendation: Discuss, consider and take all necessary action to approve Article V, Section 7, F Wellness as presented.

Discuss, consider and take all necessary action to approve Article V, Section 7, F Wellness as presented Passed with a motion by Jennifer Miller and a second by Doug Pauley.

Donald Ellison: Absent

Gary Wieseler: Absent

Jack Young: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Yea: 9, Nay: 0, Absent: 3

14. Reading of Article V, Section 8, A Required Trainings

New policy added.

Recommendation: Discuss, consider and take all necessary action to approve Article V, Section 8, A Required Trainings as presented.

Discuss, consider and take all necessary action to approve Article V, Section 8, A Required Trainings as presented Passed with a motion by Marni Danhauer and a second by Joyce Baumert.

Donald Ellison: Absent

Gary Wieseler: Absent

Jack Young: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Yea: 9, Nay: 0, Absent: 3

15. 20% Gratuity

ESU 7 Board currently allows a 15% gratuity on approved expenses, allowing gratuities.

Recommendation: Discuss, consider and take all necessary action to approve up to the 20% gratuity.

Discuss, consider and take all necessary action to approve the 20% gratuity Passed with a motion by Bob Arp and a second by Jennifer Miller.

Donald Ellison: Absent

Gary Wieseler: Absent

Jack Young: Absent

Richard Stephens: Nay

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Yea: 8, Nay: 1, Absent: 3

16. 2023-2024 Contract for Elyse Belina, Early Childhood Special Education Teacher
Elyse Belina, Early Childhood Special Education Teacher contract for 2023-2024 effective August 10, 2023.

Recommendation: Discuss, consider and take all necessary action to approve the 2023-2024 Contract for Elyse Belina, Early Childhood Special Education Teacher as presented.

Discuss, consider and take all necessary action to approve the 2023-2024 Contract for Elyse Belina, Early Childhood Special Education Teacher as presented Passed with a motion by Jennifer Miller and a second by Dawn Lindsley.

Donald Ellison: Absent

Gary Wieseler: Absent

Jack Young: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Dan Hoesly: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Yea: 9, Nay: 0, Absent: 3

17. Romans, Wiemer & Associates Audit Bid

Recommendation: Approve Romans, Wiemer & Associates Audit Bid

Discuss, consider, and take any necessary action to approve the Romans, Wiemer & Associates Audit Bid Passed with a motion by Doug Pauley and a second by Dawn Lindsley.

Donald Ellison: Absent
Gary Wieseler: Absent
Jack Young: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Dan Hoesly: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Yea: 9, Nay: 0, Absent: 3

Bids are sent out to multiple auditing companies every three years. Romans, Wiemer & Associates won the bid.

18. Educational Service Unit 7 Safe Return to Services/Instruction Plan

Review and approve the Educational Service Unit 7 Safe Return to Services/Instruction Plan

Discuss, consider and take action to approve the Educational Service Unit 7 Safe Return to Services/Instruction Plan as presented. Passed with a motion by Jennifer Miller and a second by Joyce Baumert.

Donald Ellison: Absent
Gary Wieseler: Absent
Jack Young: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Yea: 9, Nay: 0, Absent: 3

The August 2023 meeting is the last time the Safe Return to Services Instruction Plan needs to be considered.

19. **Administrator's Report General**

- ESUCC Update
 - LR240
- Appointment to serve as a member of the Regional Advisory Committee (RAC): Central
- Non-Public Safety and Security Grants
- EHA Open Enrollment for Board Members
 - ESU 7 currently participates in the Educators Health Alliance (EHA), health and dental plan. You have the option to enroll in the plans during the month of August. Open enrollment information is available at the ESU 7 office and monthly premiums can be paid to the school district or ESU directly.

If you enrolled in the health and dental coverage and you served at least 5 consecutive years and are over the age of 50, you can continue your health and dental coverage through your district or ESU on the direct bill plan.

- Professional Development Report - Director Ostmeyer
- Special Education Report - Director Clay
- Technology Report - Director Ellsworth
 - Nebraska Cybersecurity Network Update
- Upcoming Events
 - NASB 2023 Area Membership Meetings: September 20, 2023 in Fremont
 - Registered:
 - Larianne Polk
 - Dawn Lindsley
 - Gary Wieseler
 - Jennifer Miller
 - Jack Young
 - Doug Pauley
 - NASB Labor Relations Conference: October 4-5 in Lincoln (No agenda available as of now)
 - NASB State Education Conference: November 15-17 in Omaha - Registration opens September 13, 2023.

- AESA Annual Conference: November 29-December 1 in Anaheim, CA (No agenda available as of now)
 - Determine date to return
 - Submit Google Form Response by Noon on August 25, 2023.
 - Need a checked bag?
 - Registered Yes:
 - Jack Yong
 - Jennifer Miller
 - Bob Arp

Administrator Polk provided an update on the Non-Public Safety and Security Grants. The dollars will be used strictly for safety and security measures. In statute, the funds will have to flow through the ESU. There will be public hearings and the guidelines will be rolled out in Spring 2024.

Director Marci Ostmeyer provided an update on the Professional Development Department and the Production/Print Shop Department. Three new Professional Development Coordinators started in the Professional Development Department since the June 2023 board meeting. All three of the Coordinators are former Principals. The Professional Development Department participated in a teambuilding activity prior to the board meeting. The Production/Print Shop Department is nearing the end of the busy summertime orders. The Production/Print Shop staff have been incredible.

Director Tami Clay provided an update for the Special Education Department. Special Education has been focusing on onboarding new employees; focusing on mentors and mentees. There are two new Coordinators in the Special Education Department and Director Clay is spending time mentoring them.

Director Dan Ellsworth provided an update for the Technology Department. The Nebraska Cybersecurity Network is contingent on a grant that has not yet come through. Director Ellsworth and the Technology Department worked with the ESU 7 area schools on a backup server group purchasing option. Schools are billed per server. There are two schools in the ESU 7 area which are not part of the group purchasing option. Group purchasing and discount data gathering is something ESU 7 is going to do more of this year.

Administrator Polk reviewed the upcoming events.

19.1. Goal Update

Goals - Attached for your Review

- Goal 1:
- Goal 2:
 - Final 2022-2023 Chart attached.
- Goal 3:
 - School District Board Meetings Completed:
 - David City - 10/10/2022
 - Osceola - 10/10/2022

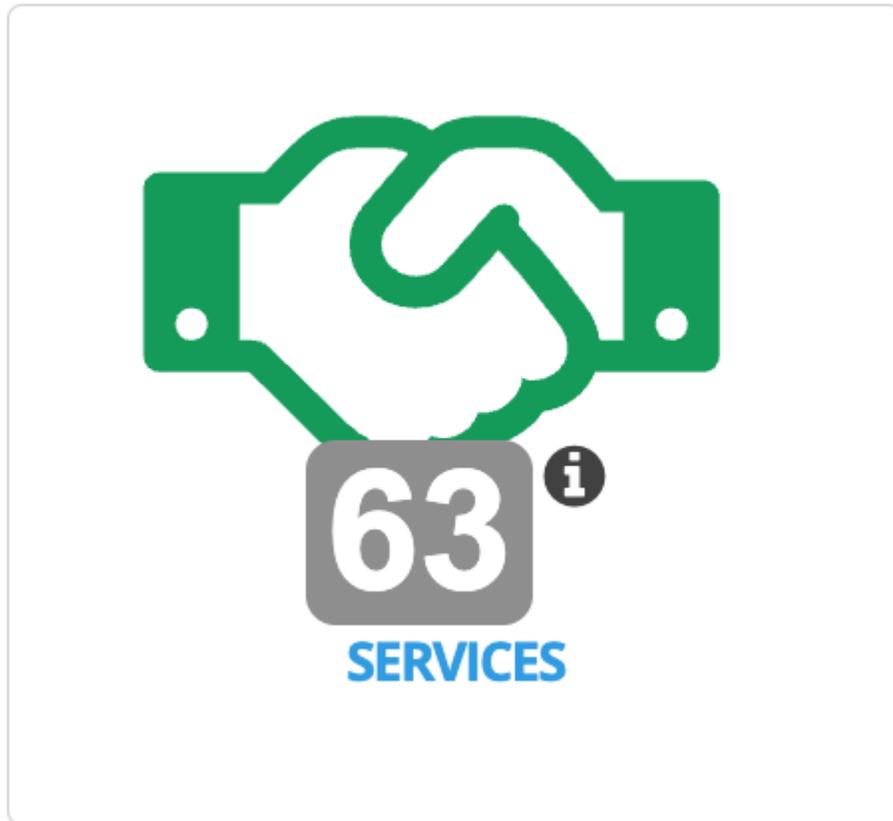
- East Butler - 10/12/2022
- Boone Central - 11/14/2022
- High Plains - 1/9/2023
- Fullerton - 2/13/2023
- Clarkson - 3/15/2023
- Central City - 3/15/2023
- Cross County - 5/8/2023
- Confirmed for September:
 - Palmer - 9/11/2023 at 7:00pm
 - Director Ostmeyer and Jennifer Miller and/or Marni Danhauer

Administrator Polk reviewed the attached Goals document.

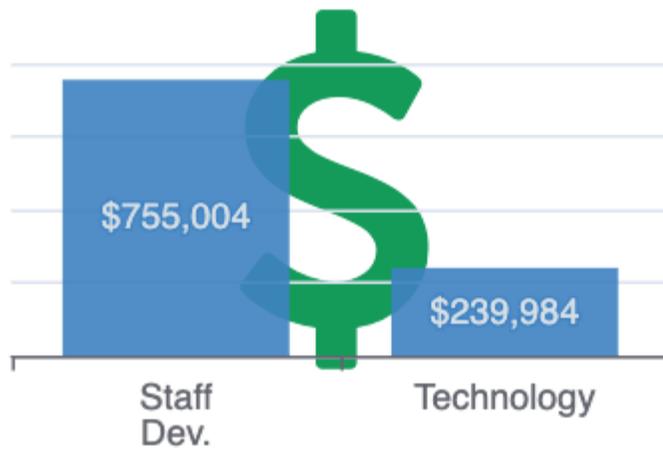
Director Marci Ostmeyer and board member Marni Danhauer will attend the Palmer Board Meeting in September.

19.2. Services Update SIMPL Update

As of 2022-2023 year end:



SE
E



**DOLLARS SAVED THROUGH
EFFICIENT SERVICE DELIVERY**



CONTRACTED STAFF PLACED IN SCHO

28.83 FTE

SERVICE SUPPORT BY SERVICE

Top 10



Administrator Polk reviewed the included images.

19.3. Facilities Update

The Administrator will provide a facilities update during this item.

- Feasibility study from RVW has been received. A Buildings and Grounds Committee meeting has been scheduled.
- Parking lot tarring and striping to occur August 26th and 27th.

19.4. **Personnel**

New Hires:

- Cooper Coons, Paraprofessional Intern

Re-Hire:

- Christine Barber, Learning Academy Paraprofessional
- Jeri Glenn, Paraprofessional
- Brenda Hake, Paraprofessional
- Jennifer Olson (Cartledge), Learning Academy Paraprofessional

Resignation:

- Jessica Olnes, Paraprofessional effective July 6, 2023.

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

19.4.1. Additional Migrant Education Program Summer Work Agreements Additional Migrant Education Program Summer Work Agreements

- Paulette Fahrenholz
- Abigael Gascon

19.4.2. Personnel - 2023-2024 Contracts 2023-2024 Contracts offered and authorized by Chief Administrator Polk for the following staff:

- Abel (Josh) Arias, Migrant Education Program Service Provider
- Abigail Focht, Migrant Education Program Service Provider
- Adilene Perez, Migrant Education Program Recruiter
- Alexis Hitz, District Technology Coordinator
- Ana Garcia, Migrant Education Program Service Provider
- Angie Arndt, Department Secretary
- Angie Olson, Production Personnel
- Carolyn Koch, Bookkeeper
- Chris Chvala, Computer Support Specialist
- Cindy Wieser, Department Secretary
- Darlene Rodriguez, Migrant Education Program Recruiter
- David Vanderheiden, District Technology Coordinator
- Devon Gronenthal, District Technology Coordinator
- Dylan Southard, District Technology Coordinator
- Elizabeth Lawrence, Department Secretary
- Emma Moore, Technology Intern
- Isaura Barreto, Migrant Education Program Recruiter
- Janet Ciboron, Production Personnel
- Jason Trotter, District Technology Coordinator
- Jeremiah Salyard, District Technology Coordinator
- Kim Ruger, Production Personnel

- Larry Shefcyk, Custodian/Maintenance
- Linda Shefcyk, Business Manager
- Maria del Socorro Rodriguez-Borquez, Migrant Education Program Service Provider
- Mayra Vargas, Department Secretary
- Mindy Reed, Executive Secretary
- Morgan Morsett, Receptionist/Secretary
- Nathalie Vargas, Migrant Education Program Service Provider
- Susan Olmer, Bookkeeper
- Yaribey Rodriguez, Migrant Education Program Service Provider

- The Migrant Department will hire school tutors throughout the year as necessary as classified following the Migrant Education Grant regulations Administrator Polk updated the board about the funding cut the Migrant Education Program (MEP) received. The MEP is going to be cut by 38%. Cynthia Alarcon, Migrant Education Coordinator, met with the MEP team on Friday, August 18, 2023 to discuss the funding cut. The Migrant Department is going to keep the current staff for the time being. Administrator Polk and Coordinator Cynthia Alarcon will meet again in two months to determine the next steps. The State of Nebraska received a 30% cut in their allocation. Nebraska is one of the last states to receive this kind of cut. There will be significant changes in the Migrant Education Program in the next couple of years. There are currently 512 students in the MEP program, which we will continue to provide services. There are other ESU 7 departments who are trying to help provide opportunities for the MEP staff.

20. **Committee Reports**

- 20.1. Budget Committee Report Reports of Budget Committee activities and discussion will take place during this item. Board member Dawn Lindsley provided the Budget Committee update to the board. The Budget Committee went through the grants. A majority of the title grants went down. Valuations came close to what was estimated. The Budget Hearing and Tax Asking are scheduled to occur before the September board meeting.
- 20.2. Buildings and Grounds Committee Report Buildings and Grounds Committee Meeting is scheduled for August 30, 2023 at 1:30pm in the Walnut Conference Room.
- 20.3. Administrator Evaluation Committee Report Administrator Polk will be meeting with the Evaluation Committee Chairperson, Marni Danhauer, on August 22, 2023 at 1:00pm.

Evaluation Timeline:

- **August:** Evaluation Committee to meet in September to go through comments and create a summary. Larianne will meet with the Evaluation Committee chair.
- **September:** Full Board is provided a copy of the Administrator Evaluation
- **October:** Administrator sends digital evaluation and evaluation resources to the Evaluation Committee Chair in the first week of October. The chair then forwards on to full Board for completion by October Board Meeting.

Administrator completes Evaluation Tool as self-assessment and sends to Evaluation Committee on or before October 31.

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

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

- **January:** Confirm Evaluation Committee members. Administrator provides Evaluation Committee with goals and shares with Board at January Board Meeting.

21. Conference Report

- ESU 7/NASB Boardsmanship Event - June 20, 2023
 - Summary of Blues & Greens:
 - Blues:
 - Good food
 - Great topics, specifically Marcia and Dan's sessions
 - Liked the location
 - Greens:
 - Presenter introductions
 - Would like longer sessions
 - Would like a desert
 - Introduce Board Members
 - Save the date options for next year - June 17th or first week in June?
- AESA Summer Leadership Conference in Cincinnati, OH - July 18-20, 2023
- Admin Days - July 26-28, 2023

The Boardsmanship event had a good turnout. Administrator Polk asked the board if ESU 7 should have another Boardsmanship event in 2024. The board decided to try to schedule another Boardsmanship event before the board meeting on June 17, 2024. Administrator Polk will work on proposed times and provide the information to the board at a later date.

Administrator Polk and Director Marci Ostmeyer attended the AESA Summer Leadership Conference. There was a lot of information about data and collecting and using data. The conference started by discussing artificial intelligence and how it is impacting schools.

Administrator Polk received the Distinguished Service award at the NCSA Administrator Days.

Board member Dawn Lindsley is on the NASB Legislative Committee. The committee will meet weekly via zoom during the upcoming legislative session.

22. Adjournment Meeting adjourned at 7:25pm.

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

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

(3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

84-1410. Closed session; when; purpose; reasons listed; procedure; right to challenge; prohibited acts; chance meetings, conventions, or workshops.

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as: (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) Discussion regarding deployment of security personnel or devices; (c) Investigative proceedings regarding allegations of criminal misconduct; (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length. Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

(3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.

(4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

(5) The act does not apply to chance meetings or to attendance at or travel to conventions or workshops of members of a public body at which there is no meeting of the body then intentionally convened, if there is no vote or other action taken regarding any matter over which the public body has supervision, control, jurisdiction, or advisory power.

84-1411. Meetings of public body; notice; method; contents; when available; right to modify; duties concerning notice; virtual conferencing authorized; requirements; emergency meeting without notice; appearance before public body.

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public. (b) (i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website. (ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by: (A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or (B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting. (iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public

body.(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee. (d) Each public body shall record the methods and dates of such notice in its minutes. (e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met: (i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity; (ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act; (iii) The governing body of a public power district having a chartered territory of more than one county in this state; (iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state; (v) An educational service unit; (vi) The Educational Service Unit Coordinating Council; (vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act; (viii) A community college board of governors; (ix) The Nebraska Brand Committee; (x) A local public health department; (xi) A metropolitan utilities district; (xii) A regional metropolitan transit authority; and (xiii) A natural resources district. (b) The requirements for holding a meeting by means of virtual conferencing are as follows: (i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference; (ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used; (iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and (iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

(3) Virtual conferencing, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

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

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

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body. (b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings. (c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413. (8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if: (a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body; (b) No action is taken by the public body at the virtual meeting; and (c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

84-1412. Meetings of public body; rights of public; public body; powers and duties.

(1) Subject to the Open Meetings Act, the public has the right to attend and the right to speak at meetings of public bodies, and all or any part of a meeting of a public body, except for closed sessions called pursuant to section 84-1410, may be videotaped, televised, photographed, broadcast, or recorded by any person in attendance by means of a tape recorder, a camera, video equipment, or any other means of pictorial or sonic reproduction or in writing.

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each

meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person unless the address requirement is waived to protect the security of the individual.

(4) No public body shall, for the purpose of circumventing the Open Meetings Act, hold a meeting in a place known by the body to be too small to accommodate the anticipated audience.

(5) No public body shall be deemed in violation of this section if it holds its meeting in its traditional meeting place which is located in this state.

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if: (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction; (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience; (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance; (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state; (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and (f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

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

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

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.

(1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.

(2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.

(3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

(4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.

(5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.

(6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

84-1414. Unlawful action by public body; declared void or voidable by district court; when; duty to enforce open meeting laws; citizen's suit; procedure; violations; penalties.

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged violation occurred. Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in substantial violation of the Open Meetings Act shall be voidable by the district court if the suit is commenced more than one hundred twenty days after but within one year of the meeting of the public body in which the alleged violation occurred. A suit to void any final action shall be commenced within one year of the action.

(2) The Attorney General and the county attorney of the county in which the public body ordinarily meets shall enforce the Open Meetings Act.

(3) Any citizen of this state may commence a suit in the district court of the county in which the public body ordinarily meets or in which the plaintiff resides for the purpose of requiring compliance with or preventing violations of the Open Meetings Act, for the purpose of declaring an action of a public body void, or for the purpose of determining the applicability of the act to discussions or decisions of the public body. It shall not be a defense that the citizen attended the meeting and failed to object at such time. The court may order payment of reasonable attorney's fees and court costs to a successful plaintiff in a suit brought under this section.

(4) Any member of a public body who knowingly violates or conspires to violate or who attends or remains at a meeting knowing that the public body is in violation of any provision of the Open Meetings Act shall be guilty of a Class IV misdemeanor for a first offense and a Class III misdemeanor for a second or subsequent offense.

84-1415. Open Meetings Act; requirements; waiver; validity of action. No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

Revised
4-2022



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Regular Board of Education Meeting
Educational Service Unit 7, A/B Conference Room
2567 44th Avenue
Columbus, NE 68601
Tuesday, June 20, 2023 at 4:00 PM
Posted Locations:

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

Posted Date: 06/12/2023

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.

Roll call was taken at 4:01pm.
Board President conducted the meeting.

Staff present:

Larianne Polk, Administrator

Linda Shefcyk, Business Manager

Mindy Reed, Secretary to the Board of Directors

Marci Ostmeyer, Professional Development Director

Tami Clay, 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

Board member Donald Ellison will be absent. He notified the Administrator prior to the meeting.

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

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

Donald Ellison: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 11, Nay: 0, Absent: 1

Board member Donald Ellison was absent. He notified Administrator Polk prior to the meeting.

1.4. Pledge of Allegiance

Pledge of Allegiance was recited.

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 Dan Hoesly and a second by Marni Danhauer.

Donald Ellison: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 11, Nay: 0, Absent: 1

3. Virtual Conferencing Option

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

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

There will be no virtual conferencing option for the August 2023 board meeting.

4. Welcome Visitors

Board President Doug Pauley recognized the visitor in the room.

5. Public Comment

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

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

No public comments provided.

6. **Consent Agenda**

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

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

Consent Agenda Includes:

- Minutes from the previous meeting(s)
- Presentation of the bills
- 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 Jack Young and a second by Joyce Baumert.

Donald Ellison: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Dan Hoesly: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 11, Nay: 0, Absent: 1

6.1. Minutes

This is a consent item.

6.2. Presentation of Bills #76252 through #76431 totaling \$1,002,515.86

The summary of bills for the current month total:\$1,002,515.86 - Bills #76252 through #76431

Inservice bills total: \$0

	Amount	Vendor	Description
76258	\$6,000.00	Angelica Tapia-Estrada	Migrant contracted services - summer art
76259	\$6,750.00	Ann Elise Record	Title II contracted service
76273	\$20,708.26	Central NE Rehab Services	SPED SLP services
76292	\$34,731.00	ESUCC	SRS flow through, World Book software
76343	\$59,248.00	On To College	ACT test prep flow through
76347	\$20,580.95	Paper 101	Production paper
76374	\$22,436.95	Woerth Construction	Reception area remodel

This is a consent item.

6.3. Excess Lodging and Meals
Excess Lodging and Meals: The Migrant Department and the Special Education Department had excess travel expenses:

Excess for lodging and meals:

- 2023 NASDME Migrant Conference (Albuquerque, NM: April 29-May 3, 2023)
 - Cynthia Alarcon - \$78.85
 - Maria Rodriguez Borquez - \$79.98
 - Melinda Velecela - \$92.09
 - Nathalie Vargas - \$96.32
 - Yaribey Rodriguez Aguilar - \$87.04
 - Isaura Barreto - \$94.32
 - Darlene Rodriguez - \$89.58
 - Adilene Perez - \$86.77
- 2023 Capacity Building Institute Back Together (Charlotte, NC: May 16-18, 2023)
 - Amy Slama - \$107.73

This is a consent item.

6.4. Resignations

- Lincoln Quteifan, Systems Specialist: Last day of work is June 16, 2023.

This is a consent item.

- 6.5. 2023-2024 Contract for Megan Welch, Mental Health Practitioner
This is a consent item.
- 6.6. 2023-2024 Contract for Merridie Kaup, Mental Health Practitioner
This is a consent item.
- 6.7. 2023-2024 Contract for Mollie Morrow, Mental Health Practitioner
This is a consent item.
- 6.8. 2023-2024 Contract for Ronelle Jackson, Mental Health Practitioner
This is a consent item.
- 6.9. 2023-2024 Contract for Tami Clay, Special Education Director
This is a consent item.
- 6.10. 2023-2024 Contract for Cara Neesen, Student Services Principal
This is a consent item.
- 6.11. Authorization of Administrator to Sign for Federal/State Funds
This is a consent item.
- 6.12. 2023-2024 Non-Member Contract for Services
Board Policy requires the Board to annually approve a Non-Member School Contract for Services Agreement.

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

This is a consent item.

- 7. Treasurer's Report
Review the breakdown of the Treasurer's Report
Discuss, consider and take any action necessary to approve the Treasurer's Report as presented. Passed with a motion by Dawn Lindsley and a second by Bob Arp.

Donald Ellison: Absent
 Bob Arp: Yea
 Joyce Baumert: Yea
 Marni Danhauer: Yea
 Dan Hoesly: Yea
 Dawn Lindsley: Yea
 Richard Luebbe: Yea
 Jennifer Miller: Yea
 Doug Pauley: Yea
 Richard Stephens: Yea
 Gary Wieseler: Yea
 Jack Young: Yea
 Yea: 11, Nay: 0, Absent: 1

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

The ESU 7 Board of Education will not meet in July, 2023. 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 2023.

Discuss, consider and take any action to approve the Administrator's payment of bills in July 2023. Passed with a motion by Gary Wieseler and a second by Jennifer Miller.

Donald Ellison: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Dan Hoesly: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 11, Nay: 0, Absent: 1

9. 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 2023-2024, 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.

Discuss, consider and take any necessary action to approve the additional 1% in budgeted tax asking. Passed with a motion by Bob Arp and a second by Richard Stephens.

Donald Ellison: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea

Dan Hoesly: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 11, Nay: 0, Absent: 1

Administrator Polk explained the 1% budget authority is a place holder for additional dollars to be receipted and spent. This does not give ESU 7 additional 1% in taxing authority.

10. Monday, September 18 at 5:15 p.m. in the ESU 7 Oak Room - Budget Hearing and Budget Summary, followed by the Final Tax Request Hearing, and then followed by the Regular Board Meeting
Monday, September 18 at 5:15pm in the ESU 7 Oak Room - Budget Hearing and Budget Summary, followed by the Final Tax Request Hearing, which will be followed by the Regular Board Meeting to start at 5:30pm or when the Final Tax Request Hearing is concluded, whichever is later.

Recommendation: Discuss, consider and take any necessary action to approve the Monday, September 18 schedule for the Budget Hearing and Budget Summary, Final Tax Request Hearing, and the Regular Board Meeting as presented.
Discuss, consider and take any necessary action to approve the Monday, September 18 schedule for the Budget Hearing and Budget Summary, Final Tax Request Hearing, and the Regular Board Meeting as presented. Passed with a motion by Joyce Baumert and a second by Jack Young.

Donald Ellison: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Dan Hoesly: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 11, Nay: 0, Absent: 1

11. Administrator's Report General

- Board Photos
- Professional Development Report - Director Ostmeyer
- Special Education Report - Director Clay
- Technology Report - Director Ellsworth
 - NCN Update
- Upcoming Events
 - NASB 2023 Area Membership Meetings: August 2023 (No agenda available as of now)
 - NASB Labor Relations Conference: October 4-5 in Lincoln (No agenda available as of now)
 - NASB State Education Conference: November 15-17 in Omaha (No agenda available as of now)
 - AESA Annual Conference: November 29-December 1 in Anaheim, CA (No agenda available as of now)

Each board member in attendance was provided a copy of the attached news release about ESU 7 employee Otis Pierce. One of the hats Otis wears is CTE. Otis was honored with a leadership award. Otis also facilitates the Santa project at ESU 7. The Santa visits are offered through the ESU 7 Tech Consortium as a virtual visit from the "North Pole". Over 600 students participated in the Santa visits last academic year.

Professional Development Report - Director Ostmeyer shared additional information about the award for Otis. He was honored with the leadership award from NCE for Administrator of the year. A new Professional Development Dept employee starts next week and then additional employees will be starting in the summer.

Special Education Report - Director Clay provided a Special Education update to the board. Director Clay is working with schools to finish their IDEA grant applications. This gives Director Clay a chance to visit each school. The grant application will be finished next week and then Director Clay will roll into the Maintenance of Effort (MOE) eligibility reports. The goal is to have the MOE reports completed by July 1, 2023.

Tech Report - Director Ellsworth discussed with the board the resignation in the Tech Department. There was a hire for a different open position. The Tech employees have been in schools since June 1, 2023 completing summer tech work.

Administrator Polk provided an update on the Nebraska Cybersecurity Network (NCN) Committee. The committee applied for a grant and they should know if they won by the end of June 2023. Administrator Polk will notify the Board of the outcome at the August board meeting.

Area Membership Meetings - Secretary to the Board Mindy Reed will send out the dates for the Area Membership Meetings.

11.1. Goal Update

Goals - Attached for your Review

- Goal 1:
 - Reminder: The June 2023 Board Meeting has been moved to Tuesday, June 20, 2023 at 4:00pm
- Goal 2:
 - Chart attached.
- Goal 3:
 - School District Board Meetings Completed:
 - David City - 10/10/2022
 - Osceola - 10/10/2022
 - East Butler - 10/12/2022
 - Boone Central - 11/14/2022
 - High Plains - 1/9/2023
 - Fullerton - 2/13/2023
 - Clarkson - 3/15/2023
 - Central City - 3/15/2023
 - Cross County - 5/8/2023
 - School District Board Meetings will start back up in September.

Goal 2 - Professional events follow the academic year, starting in August and ending in July. The final graph for the 22-23 academic year will be presented in the August board meeting.

11.2. Services Update SIMPL Update

Items inside this item include visit updates, quarterly report, director reports, etc. Administrator Polk asked the board to let her know if there are any suggestions for information they would like to see in the Quarterly reports.

11.3. Facilities Update

The Administrator will provide a facilities update during this item.

- Reception area is complete. Morgan will be back August 1, 2023.
- Waiting to hear back from RVW and the feasibility study. Once the study has been received, a Buildings & Grounds Committee Meeting will be scheduled.

11.4. **Personnel**

New Hires:

- Alexis Hitz, District Technology Coordinator - Started June 12, 2023.
- Kaedyn Stary, Paraprofessional - Starts August 10, 2023.

A student from Central Community College (CCC) will start as a part-time paraprofessional to gain experience working with behavior students in the Fall of 2023.

11.4.1. Additional Migrant Education Program Summer Work Agreements
Additional Migrant Education Program Summer Work Agreements:

- Nichole Flynn
- Neiley Arens
- Josh McPhillips
- Paulette Fahrenholz
- Isabelle Short
- Roberta Denny

11.4.2. Personnel - 2023-2024 Contracts

2023-2024 Contracts offered and authorized by Chief Administrator Polk for the following staff:

- Alicia Kardisco-Hastreiter, Paraprofessional
- Barb Brockhaus, Paraprofessional
- Brenda Hake, Paraprofessional
- Harriet Nalumansi, Paraprofessional
- Jayne Abegglen, Paraprofessional
- Jessica Olnes, Paraprofessional
- Joanna Terrazas, Paraprofessional
- Julia Estrada, Paraprofessional
- Kaedyn Stary, Paraprofessional
- Kara VanMeter Lutjens, Paraprofessional
- Kris Johnson, Brailist
- Michelle Viessman, Paraprofessional
- Melissa Schwichtenberg, Paraprofessional
- Shanna Griffith, Paraprofessional

11.5. Legislative Update

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

- The 108th Legislature, First Session, as adjourned sine die on June 1, 2023.
- LB 705 - Education Bill
- LR 240 - Interim study to examine the impact of consolidation of Educational Service Units
- The ESUCC Legislative Committee will be meeting on July 12, 2023 to discuss LB 705 and rolling out components to the districts as well as strategies for LR 240.

Administrator Polk reviewed the attached Legislative Update.

11.6. AESA Annual Conference in Anaheim, California

Full agenda not available as of June 12, 2023. The 2023 AESA Annual Conference Information Request form will be emailed to all board members. Please indicate if you intend on attending and fill out the necessary information and submit the form to Secretary to the Board, Mindy Reed.

Secretary to the Board Mindy Reed will send a Google form to the board to fill out for the 2023 AESA Annual Conference in Anaheim, California to be completed by July 7, 2023.

12. **Committee Reports**

12.1. Budget Committee Report

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

There will be a Joint Negotiations and Budget Committee Meeting on September 18, 2023 from 4:15pm-5:15pm. There needs to be three board members from each committee. The Budget Committee will meet by themselves from 4:00pm-4:15pm. Budget Committee chairperson Gary Wieseler provided an update to the board. The Budget Committee had their second meeting. The committee met with Director Clay to go over the Special Education budget. Most of those expenses are reimbursed by the schools. There is not a large increase in the Special Education budget. The Budget Committee will discuss the grants section of the budget in August.

13. Adjournment

Meeting adjourned at 4:46pm.

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

Check Register Summary

Batch Year: 23 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00076432	C	07/20/2023	10013	ACE HARDWARE	11.99
10	00076433	C	07/20/2023	190428	ALMQUIST MALTZAHN GALLOWAY & LUTH PC	207.00
10	00076434	C	07/20/2023	10391	AMAZON	4,174.69
10	00076435	C	07/20/2023	10681	APPLE COMPUTER INC.	2,448.00
10	00076436	C	07/20/2023	388	APPLIED CONNECTIVE TECHNOLOGIES	1,231.99
10	00076437	C	07/20/2023	10910	AWARDS & ENGRAVING	45.00
10	00076438	C	07/20/2023	13218	BARBARA RAYA	398.24
10	00076439	C	07/20/2023	14508	BELLEVUE UNIVERSITY	900.00
10	00076440	C	07/20/2023	7811	BLICK ART MATERIALS	24.96
10	00076441	C	07/20/2023	20428	BOONE CENTRAL SCHOOLS	120.00
10	00076442	C	07/20/2023	6700	BROOKE KAVAN	151.48
10	00076443	C	07/20/2023	9253	BROWN COUNTY HOSPITAL	171.00
10	00076444	C	07/20/2023	13196	BSN SPORTS LLC	11.24
10	00076445	C	07/20/2023	14532	CANNON	36.86
10	00076446	C	07/20/2023	30039	CAPITAL ONE-POLK	22,322.15
10	00076447	C	07/20/2023	1996	CASEY'S MAIL SERVICE LLC	526.29
10	00076448	C	07/20/2023	30192	CDW-G	669.71
10	00076449	C	07/20/2023	30235	CENTRAL CITY PUB SCHOOL	1,009.27
10	00076450	C	07/20/2023	30550	CITY OF COLUMBUS WATER & SANIT	399.21
10	00076451	C	07/20/2023	30610	CLARKSON PUBLIC SCHOOLS	916.72
10	00076452	C	07/20/2023	31035	COLUMBUS PUBLIC SCHOOLS GENERAL FUNDS	150,000.00
10	00076453	C	07/20/2023	14567	COOLSPEAK	7,500.00
10	00076454	C	07/20/2023	2135	CORY WAITE	467.67
10	00076455	C	07/20/2023	10723	COURTYARD BY MARRIOTT	232.00
10	00076456	C	07/20/2023	31462	CROSS COUNTY SCHOOL	1,310.31
10	00076457	C	07/20/2023	12769	CROWNE PLAZA (JM HOSPITALITY)	319.90
10	00076458	C	07/20/2023	4812	CUBBY'S CENEX	860.40
10	00076459	C	07/20/2023	12955	DANIEL VAZQUEZ CRUZ	209.79
10	00076460	C	07/20/2023	40235	DAVID CITY PUBLIC SCHOOL	405.47
10	00076461	C	07/20/2023	40725	EAKES OFFICE SOLUTIONS	1,465.32
10	00076462	C	07/20/2023	50060	EAST BUTLER PUBLIC SCHOOL	1,079.79
10	00076463	C	07/20/2023	50825	ED SERVICE UNIT 7-PAYROLL	699,426.93
10	00076464	C	07/20/2023	50401	EGAN SUPPLY CO	40.11
10	00076465	C	07/20/2023	50630	ERNST AUTO CENTER	72.60
10	00076466	C	07/20/2023	7560	ESI HOSTED SERVICES	180.61
10	00076467	C	07/20/2023	50645	ESU 2	228.78
10	00076468	C	07/20/2023	50650	ESU 3	1,978.28
10	00076469	C	07/20/2023	5533	FAS-BREAK WINDSHIELD REPAIR	500.00
10	00076470	C	07/20/2023	60056	FIRST NATIONAL BANK COLUMBUS	98.02
10	00076471	C	07/20/2023	13684	FLEETCOR TECHNOLOGIES INC	84.35
10	00076472	C	07/20/2023	7013	GREAT PLAINS COMMUNICATIONS	485.90
10	00076473	C	07/20/2023	80147	HAMPTON INN	119.00
10	00076474	C	07/20/2023	11460	HAYLEY MURPHY	44.54
10	00076475	C	07/20/2023	80390	HIGH PLAINS COMMUNITY SCHOOLS	780.09
10	00076476	C	07/20/2023	80543	HOMETOWN LEASING	499.04
10	00076477	C	07/20/2023	80670	HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	617.02
10	00076478	C	07/20/2023	80860	HUMPHREY PUBLIC SCHOOL	1,185.56
10	00076479	C	07/20/2023	80880	HY-VEE	1,817.93
10	00076480	C	07/20/2023	90088	INDOFF INCORPORATED	341.94
10	00076481	C	07/20/2023	353	JILLIAN SCHMIDT	18.34
10	00076482	C	07/20/2023	12424	KASEYA US LLC	915.00
10	00076483	C	07/20/2023	110235	KIDDIE CAB	9,728.00
10	00076484	C	07/20/2023	3352	LAKEFRONT SPRINKLERS & RETAINING WALLS	1,089.70
10	00076485	C	07/20/2023	120129	LAKEVIEW COMMUNITY SCHOOLS	2,833.89
10	00076486	C	07/20/2023	14516	LAZLO'S HAYMARKET	161.21
10	00076487	C	07/20/2023	120223	LEIGH COMMUNITY SCHOOLS	780.09
10	00076488	C	07/20/2023	120314	LINCOLN JOURNAL STAR	8.46
10	00076489	C	07/20/2023	40545	LISA DURANSKI	32.75
10	00076490	C	07/20/2023	120550	LOUP POWER DIST	2,954.81
10	00076491	C	07/20/2023	220090	LYNN VOLLBRACHT	1,500.00
10	00076492	C	07/20/2023	130060	MADISON HIGH SCHOOL	608.21
10	00076493	C	07/20/2023	5410	MARK BRADY	110.70

Check Register Summary

Batch Year: 23 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00076494	C	07/20/2023	130378	MENARDS	94.37
10	00076495	C	07/20/2023	9199	NACIA	40.00
10	00076496	C	07/20/2023	140351	NCSA	940.00
10	00076497	C	07/20/2023	140066	NE ASSOC OF SCHOOL BOARDS	180.00
10	00076498	C	07/20/2023	140570	NEBRASKA TECHNOLOGY & TELECOM.	140.85
10	00076499	C	07/20/2023	140625	NEBRASKA UC FUND	3,780.00
10	00076500	C	07/20/2023	140525	NRCSA	850.00
10	00076501	C	07/20/2023	150290	O'NEILL PUBLIC SCHOOLS	2,750.18
10	00076502	C	07/20/2023	12122	ONE SOURCE THE BACKGROUND CHECK COMPANY	149.00
10	00076503	C	07/20/2023	150330	OSCEOLA PUBLIC SCHOOLS	1,912.29
10	00076504	C	07/20/2023	418	OTIS PIERCE	285.06
10	00076505	C	07/20/2023	160040	PARENT INSTITUTE (THE)	1,692.00
10	00076506	C	07/20/2023	160095	PERRYGUTHERY HAASE& GESSFORD P.C.L.L.	1,950.00
10	00076507	C	07/20/2023	160672	PRESTO-X	194.55
10	00076508	C	07/20/2023	160688	PROJECT HARMONY	3,250.00
10	00076509	C	07/20/2023	170029	QUALITY SOUND	49.00
10	00076510	C	07/20/2023	3336	REARDON LAWN & GARDEN INC.	392.98
10	00076511	C	07/20/2023	14524	REDLEAF PRESS	922.68
10	00076512	C	07/20/2023	180462	ROCKLER WOODWORKING & HARDWARE	3,428.00
10	00076513	C	07/20/2023	20250	RUTT'S HEATING & AIR	150.00
10	00076514	C	07/20/2023	14540	Rodeway Inn	294.00
10	00076515	C	07/20/2023	981	SARAH WACHA	27.51
10	00076516	C	07/20/2023	11266	SCHOOL HEALTH CORPORATION	178.62
10	00076517	C	07/20/2023	190150	SCHOOL SPECIALTY INC	94.48
10	00076518	C	07/20/2023	190164	SCHUYLER COMMUNITY SCHOOLS	4,545.36
10	00076519	C	07/20/2023	190390	SHELBY-RISING CITY PUBLIC SCHOOL	1,489.66
10	00076520	C	07/20/2023	190007	ST EDWARD PUBLIC SCHOOL	802.13
10	00076521	C	07/20/2023	190850	STATE OF NEBRASKA DAS STATE ACCTG.	4,762.60
10	00076522	C	07/20/2023	14559	STEPHANIE CALL	387.50
10	00076523	C	07/20/2023	191085	SUPER SAVER	253.21
10	00076524	C	07/20/2023	140691	THE HOME DEPOT PRO	659.70
10	00076525	C	07/20/2023	14435	THE POGIL PROJECT	3,715.70
10	00076526	C	07/20/2023	9130	THE SUPPORT GROUP	997.50
10	00076527	C	07/20/2023	2674	TIRE OUTLET INC	15.00
10	00076528	C	07/20/2023	200493	TWIN RIVER PUBLIC SCHOOL	1,789.36
10	00076529	C	07/20/2023	200606	U & I SANITATION	112.25
10	00076530	C	07/20/2023	10320	VERIZON WIRELESS	1,188.29
10	00076531	C	07/20/2023	230051	WALMART CAPITAL ONE - MIG	551.41
10	00076532	C	07/20/2023	230245	WEST HOLT SCHOOL	1,057.75
10	00076533	C	07/20/2023	230249	WEST POINT PUBLIC SCHOOLS	1,207.74
10	00076534	C	07/20/2023	13420	WOODRIVER ENERGY LLC	539.09
10	00076535	A	07/20/2023	10510	ABBY PFISTER	438.42
10	00076536	A	07/20/2023	13897	ADILENE PEREZ	989.05
10	00076537	A	07/20/2023	14494	Alexus Hitz	55.02
10	00076538	A	07/20/2023	120155	AMY J SLAMA	195.19
10	00076539	A	07/20/2023	10030	ANA KAREN GARCIA MEDINA	976.61
10	00076540	A	07/20/2023	1082	ANGEL MAYBERRY	246.28
10	00076541	A	07/20/2023	13528	CARA NEESEN	277.07
10	00076542	A	07/20/2023	9512	CASSIE KRINGS	53.71
10	00076543	A	07/20/2023	70017	CYNTHIA ALARCON	298.03
10	00076544	A	07/20/2023	180474	DARLENE RODRIGUEZ	1,840.55
10	00076545	A	07/20/2023	10529	DAVID VANDERHEIDEN	786.66
10	00076546	A	07/20/2023	14060	DYLAN SOUTHARD	521.38
10	00076547	A	07/20/2023	7099	HALEY KUNZE	691.83
10	00076548	A	07/20/2023	20135	ISAURA BARRETO	1,423.97
10	00076549	A	07/20/2023	8540	JOLYNN KAHLANDT	61.57
10	00076550	A	07/20/2023	11932	JOSH ARIAS	1,078.13
10	00076551	A	07/20/2023	190385	LINDA SHEFCYK	254.14
10	00076552	A	07/20/2023	11797	MARIA RODRIGUEZ	2,151.41
10	00076553	A	07/20/2023	11479	MEGAN WELCH	59.61
10	00076554	A	07/20/2023	4650	MELINDA VELECELA	40.87
10	00076555	A	07/20/2023	11304	MINDY REED	55.99

Check Register Summary

Batch Year: 23 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00076556	A	07/20/2023	20977	PAUL H BROOKES PUBLISHING CO. INC.	1,895.69
10	00076557	A	07/20/2023	12165	STEPHANIE FOREMAN	220.30
10	00076558	A	07/20/2023	11436	TAMRA CLAY	649.76
10	00076559	A	07/20/2023	13536	TERI OPFER	41.92
10	00076560	A	07/20/2023	230361	WENDY WOLFE	193.88
10	00076561	A	07/20/2023	10545	YARIBEY RODRIGUEZ	1,763.26
Total Bank: 10						\$993,948.43

Total Computer Checks:	\$976,688.13
Total Manual Checks:	\$0.00
Total ACH Checks:	\$17,260.30
Total Other Checks:	\$0.00
Total Electronic Checks:	\$0.00
Total Computer Voids:	\$0.00
Total Manual Voids:	\$0.00
Total ACH Voids:	\$0.00
Total Other Voids:	\$0.00
Total Electronic Voids:	\$0.00
Grand Total:	\$993,948.43
Number of Checks:	130

Batch Year	Batch	Amount
23	000421	11,078.13
23	000423	189,677.01
23	000427	93,766.36
23	000428	699,426.93

Check Register Summary

Batch Year: 23 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00076562	C	08/01/2023	14680	HOWARD & SONS ASPHALT MAINTENANCE	4,250.00
10	00076563	C	08/20/2023	10013	ACE HARDWARE	4.59
10	00076564	C	08/20/2023	10060	ADMINISTRATORS IN-SERVICE	140.00
10	00076565	C	08/20/2023	10080	AESA REGISTRATION	1,040.00
10	00076566	C	08/20/2023	190428	ALMQUIST MALTZAHN GALLOWAY & LUTH PC	186.00
10	00076567	C	08/20/2023	10391	AMAZON	10,143.09
10	00076568	C	08/20/2023	10391	AMAZON CAPITAL SERVICES *	1,747.63
10	00076569	C	08/20/2023	388	APPLIED CONNECTIVE TECHNOLOGIES	2,743.09
10	00076570	C	08/20/2023	13218	BARBARA RAYA	199.12
10	00076571	C	08/20/2023	6700	BROOKE KAVAN	376.56
10	00076572	C	08/20/2023	30039	CAPITAL ONE-POLK	128.34
10	00076573	C	08/20/2023	30039	CAPITAL ONE-POLK	4,467.48
10	00076574	C	08/20/2023	30039	CAPITAL ONE-POLK	12,557.34
10	00076575	C	08/20/2023	1996	CASEY'S MAIL SERVICE LLC	358.01
10	00076576	C	08/20/2023	30235	CENTRAL CITY PUB SCHOOL	290.88
10	00076577	C	08/20/2023	30550	CITY OF COLUMBUS WATER & SANIT	417.11
10	00076578	C	08/20/2023	30610	CLARKSON PUBLIC SCHOOLS	1,192.79
10	00076579	C	08/20/2023	31035	COLUMBUS PUBLIC SCHOOLS GENERAL FUNDS	5,789.09
10	00076580	C	08/20/2023	31462	CROSS COUNTY SCHOOL	940.84
10	00076581	C	08/20/2023	4812	CUBBY'S CENEX	735.67
10	00076582	C	08/20/2023	40435	DIAMOND HEATING & AIR	7,250.00
10	00076583	C	08/20/2023	40440	DIBBLE INSTITUTE	4,662.00
10	00076584	C	08/20/2023	40725	EAKES OFFICE SOLUTIONS	29,691.40
10	00076585	C	08/20/2023	40725	EAKES OFFICE SOLUTIONS	31,546.66
10	00076586	C	08/20/2023	50060	EAST BUTLER PUBLIC SCHOOL	1,366.26
10	00076587	C	08/20/2023	50825	ED SERVICE UNIT 7-PAYROLL	687,492.54
10	00076588	C	08/20/2023	50595	Engineered Controls Inc.	1,375.00
10	00076589	C	08/20/2023	50630	ERNST AUTO CENTER	147.90
10	00076590	C	08/20/2023	50640	ESU 1	2,042.28
10	00076591	C	08/20/2023	50645	ESU 2	10,603.10
10	00076592	C	08/20/2023	50650	ESU 3	450.00
10	00076593	C	08/20/2023	50725	ESU 6	40.00
10	00076594	C	08/20/2023	5533	FAS-BREAK WINDSHIELD REPAIR	50.00
10	00076595	C	08/20/2023	60056	FIRST NATIONAL BANK COLUMBUS	193.54
10	00076596	C	08/20/2023	13684	FLEETCOR TECHNOLOGIES INC	250.62
10	00076597	C	08/20/2023	60940	GALE/CENGAGE LEARNING	31,709.70
10	00076598	C	08/20/2023	70060	GENE STEFFY FORD	182.00
10	00076599	C	08/20/2023	7013	GREAT PLAINS COMMUNICATIONS	1,063.00
10	00076600	C	08/20/2023	80147	HAMPTON INN	779.70
10	00076601	C	08/20/2023	80390	HIGH PLAINS COMMUNITY SCHOOLS	356.99
10	00076602	C	08/20/2023	80510	HOLIDAY INN HOTEL & CONV. CENTER	1,559.40
10	00076603	C	08/20/2023	80510	HOLIDAY INN HOTEL & CONV. CENTER	909.65
10	00076604	C	08/20/2023	80543	HOMETOWN LEASING	499.04
10	00076605	C	08/20/2023	14680	HOWARD & SONS ASPHALT MAINTENANCE	4,250.00
10	00076606	C	08/20/2023	80670	HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	267.29
10	00076607	C	08/20/2023	80860	HUMPHREY PUBLIC SCHOOL	1,906.81
10	00076608	C	08/20/2023	80880	HY-VEE	621.50
10	00076609	C	08/20/2023	80880	HY-VEE	355.92
10	00076610	C	08/20/2023	90075	IMAGINE LEARNING	18,150.00
10	00076611	C	08/20/2023	10561	INNOVATIVE OFFICE SOLUTIONS LLC	2,770.06
10	00076612	C	08/20/2023	5223	J.P. COOKE CO.	26.30
10	00076613	C	08/20/2023	6017	JILL MCNALLY	2,837.50
10	00076614	C	08/20/2023	14737	JOSH MCPHILLIPS	29.48
10	00076615	C	08/20/2023	6319	JOURNEYED.COM, INC.	842.67
10	00076616	C	08/20/2023	6300	KAGAN PROFESSIONAL DEVELOPMENT	14,658.00
10	00076617	C	08/20/2023	12424	KASEYA US LLC	915.00
10	00076618	C	08/20/2023	110235	KIDDIE CAB	5,952.00
10	00076619	C	08/20/2023	4839	KSB SCHOOL LAW	1,000.00
10	00076620	C	08/20/2023	120129	LAKEVIEW COMMUNITY SCHOOLS	6,763.28
10	00076621	C	08/20/2023	120223	LEIGH COMMUNITY SCHOOLS	267.29
10	00076622	C	08/20/2023	120550	LOUP POWER DIST	2,716.10
10	00076623	C	08/20/2023	130070	MAILBOX THE	14.03

Check Register Summary

Batch Year: 23 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00076624	C	08/20/2023	5410	MARK BRADY	164.22
10	00076625	C	08/20/2023	477	MARZANO RESOURCES	6,400.00
10	00076626	C	08/20/2023	130378	MENARDS	249.66
10	00076627	C	08/20/2023	130547	MNJ TECHNOLOGIES	7,700.00
10	00076628	C	08/20/2023	140020	NCTM CONFERENCE REGISTRATION	417.00
10	00076629	C	08/20/2023	3700	NATIONAL ART & SCHOOL SUPPLIES	317.33
10	00076630	C	08/20/2023	4251	NATUS MEDICAL	1,584.00
10	00076631	C	08/20/2023	140351	NCSA	2,631.00
10	00076632	C	08/20/2023	140570	NEBRASKA TECHNOLOGY & TELECOM.	141.04
10	00076633	C	08/20/2023	12122	One Source The Background Check Company	22.00
10	00076634	C	08/20/2023	150330	OSCEOLA PUBLIC SCHOOLS	1,228.08
10	00076635	C	08/20/2023	160450	PIZZA RANCH	193.00
10	00076636	C	08/20/2023	160672	PRESTO-X	197.64
10	00076637	C	08/20/2023	170029	QUALITY SOUND	49.00
10	00076638	C	08/20/2023	14052	SAMANTHA TOMERLIN	71.60
10	00076639	C	08/20/2023	190164	SCHUYLER COMMUNITY SCHOOLS	4,545.40
10	00076640	C	08/20/2023	190390	SHELBY-RISING CITY PUBLIC SCHOOL	1,397.11
10	00076641	C	08/20/2023	190396	SHERWIN WILLIAMS	174.87
10	00076642	C	08/20/2023	190007	ST EDWARD PUBLIC SCHOOL	788.91
10	00076643	C	08/20/2023	190850	STATE OF NEBRASKA DAS STATE ACCTG.	4,762.60
10	00076644	C	08/20/2023	191085	SUPER SAVER	63.10
10	00076645	C	08/20/2023	2780	SUSAN KAY PRESLER	2,100.00
10	00076646	C	08/20/2023	8710	TIME MANAGEMENT SYSTEMS	6.50
10	00076647	C	08/20/2023	200493	TWIN RIVER PUBLIC SCHOOL	1,059.83
10	00076648	C	08/20/2023	200500	TYPHOON WASH	100.00
10	00076649	C	08/20/2023	200606	U & I SANITATION	112.25
10	00076650	C	08/20/2023	14389	UNANIMOUS	7,112.50
10	00076651	C	08/20/2023	10320	VERIZON WIRELESS	1,168.81
10	00076652	C	08/20/2023	230051	WALMART CAPITAL ONE - MIG	454.23
10	00076653	C	08/20/2023	13420	WOODRIVER ENERGY LLC	300.53
10	00076654	A	08/20/2023	10510	ABBY PFISTER	346.06
10	00076655	A	08/20/2023	12629	ABIGAIL FOCHT	123.84
10	00076656	A	08/20/2023	13897	ADILENE PEREZ	1,137.74
10	00076657	A	08/20/2023	14494	ALEXUS HITZ	302.61
10	00076658	A	08/20/2023	120155	AMY J SLAMA	28.82
10	00076659	A	08/20/2023	14710	AMY RICHARDS	137.55
10	00076660	A	08/20/2023	10030	ANA KAREN GARCIA MEDINA	568.54
10	00076661	A	08/20/2023	1082	ANGEL MAYBERRY	143.08
10	00076662	A	08/20/2023	13528	CARA NEESEN	106.37
10	00076663	A	08/20/2023	70017	CYNTHIA ALARCON	222.70
10	00076664	A	08/20/2023	50579	DAN ELLSWORTH	104.80
10	00076665	A	08/20/2023	180474	DARLENE RODRIGUEZ	1,391.88
10	00076666	A	08/20/2023	10529	DAVID VANDERHEIDEN	497.80
10	00076667	A	08/20/2023	14001	DEVON GRONENTHAL	1,028.35
10	00076668	A	08/20/2023	14060	DYLAN SOUTHARD	405.45
10	00076669	A	08/20/2023	14125	EMMA MOORE	27.51
10	00076670	A	08/20/2023	7560	ESI HOSTED SERVICES	196.96
10	00076671	A	08/20/2023	7099	HALEY KUNZE	298.68
10	00076672	A	08/20/2023	20135	ISAURA BARRETO	1,369.61
10	00076673	A	08/20/2023	11932	JOSH ARIAS	1,508.09
10	00076674	A	08/20/2023	11983	KENDRA GUSTAFSON	31.66
10	00076675	A	08/20/2023	160636	LARIANNE POLK	248.70
10	00076676	A	08/20/2023	190384	LARRY SHEFCYK	180.39
10	00076677	A	08/20/2023	190385	LINDA SHEFCYK	48.23
10	00076678	A	08/20/2023	13340	LINDY CHURCH	27.39
10	00076679	A	08/20/2023	11797	MARIA RODRIGUEZ	1,701.04
10	00076680	A	08/20/2023	8788	NATHALIE VARGAS	219.43
10	00076681	A	08/20/2023	12165	STEPHANIE FOREMAN	192.00
10	00076682	A	08/20/2023	13447	SUSAN OLMER	247.07
10	00076683	A	08/20/2023	11436	TAMRA CLAY	368.13
10	00076684	A	08/20/2023	10545	YARIBEY RODRIGUEZ	1,175.07
10	00076685	C	08/20/2023	230292	EMS LINQ, INC.	7,000.00

Check Register Summary

Batch Year: 23 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
Total Bank: 10						\$993,169.40
Total Computer Checks:						\$978,783.85
Total Manual Checks:						\$0.00
Total ACH Checks:						\$14,385.55
Total Other Checks:						\$0.00
Total Electronic Checks:						\$0.00
Total Computer Voids:						\$0.00
Total Manual Voids:						\$0.00
Total ACH Voids:						\$0.00
Total Other Voids:						\$0.00
Total Electronic Voids:						\$0.00
Grand Total:						\$993,169.40
Number of Checks:						124

Batch Year	Batch	Amount
23	000448	4,250.00
23	000456	18,202.27
23	000462	687,492.54
23	000465	176,746.50
23	000467	99,478.09
23	000473	7,000.00

Section 5 - Purchasing

Article III, Section 5, A Authority

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

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

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

Legal Reference:	§§ 79-1220 and 79-1223
Date of Adoption:	September 13, 2018
Date(s) of Review:	August 21, 2023

Article III, Section 5, B General Guidelines

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

Contracts for purchases, services, leases or rental and other agreements to encumber funds shall be made only with the approval of the Board or, where authorized by the Administrator or designee.

Legal Reference:	
Date of Adoption:	September 13, 2018
Date(s) of Review:	August 21, 2023

Article III, Section 5, C Involvement of Staff

Employees directly responsible for the use of particular supplies, materials, equipment or services shall on request provide the Administrator or designee input with regard to needs and specifications, through a requisition process or as otherwise established by the Administrator. Such input shall be considered in making purchasing decisions.

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

Legal Reference:	
Date of Adoption:	September 13, 2018
Date(s) of Review:	August 21, 2023

Article III, Section 5, D Construction Projects

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

1. Notice to Bidders. The Administrator or designee shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
2. Regular Manner of Advertisement for Bids. The notice to bidders shall be published one time in a newspaper of general circulation in the ESU. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board or Administrator may, in their sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening. When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
4. Contract Award. The contract shall be awarded to the lowest responsible bidder as and to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria set forth in Board Policy for purchases of equipment, materials and supplies.
5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of \$10,000 or less unless the Board or Administrator includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the ESU.
6. Retention of an Architect or Engineer. The ESU shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an

architect, a professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed One Hundred and Eighteen Thousand Dollars (\$118,000), as adjusted from time to time by § 81-3445 or other applicable law.

7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the Board or Administration waives such requirement. The Board or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference:	§ 52-118 (construction performance and payment bonds) § 73-101 to § 73-106 (bidding construction projects) § 81-3445 (architect or engineer)
Date of Adoption:	September 13, 2018
Date(s) of Revision:	May 16, 2022
Date(s) of Review:	August 21, 2023

Article III, Section 5, E Equipment, Materials and Supplies

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

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

1. Quality of product.
2. Suitability of product.
3. Equality of price (or fairness of price).
4. Conformance to specifications.
5. Convenience of delivery.
6. General reputation of business firms.
7. Services to be provided to the ESU by supplier.
8. Established relationship between supplier and the ESU.
9. Ability to provide the goods or services under question.
10. Ability to provide replacement parts for the goods to be purchased.
11. Warranties offered on products.
12. Adherence to State Law and Federal Regulations.
13. Any other stipulations set forth in Board policy or by Board action with regard to purchasing decisions.

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

Purchases from \$10,000 up to \$100,000—Solicit Proposals. The Administrator or designee shall request the submission of bids, quotes or proposals for purchases, which have a cost from \$10,000 up to \$100,000. The Administrator or designee shall receive and evaluate all proposals and make a recommendation to the Board for acceptance. The Board reserves the right to reject any and all proposals, to waive any informality in any proposal, and to accept the proposal that it deems best serves the interests of the ESU; which may or may not be the lowest cost proposal.

Purchases of \$100,000 and above—Sealed Bids. The Administrator or designee shall advertise for sealed bids for purchases which have a cost of greater than \$100,000.

1. Bid instructions and specifications. The Administrator or designee shall prepare bid instructions that are clear and complete and conducive to competitive bidding. The bid

instructions shall set forth all considerations necessary to bid and be consistent with any guidelines established by the Board.

2. Advertisement. The notice to bidders shall be published appropriately in a manner that will allow for competition. Vendors and suppliers shall be invited to have their names placed on the mailing list to receive invitations to bid. When specifications are prepared, they will be mailed or made available to all vendors or suppliers who have indicated an interest in bidding.
3. Sealed bids. Bids must be submitted in sealed envelopes, addressed to the Board, and plainly marked with the name of the bid and the time of the bid opening.
4. Withdrawal of Bids and Late Bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.
5. Bid Opening. Bids shall be opened at the time specified and all bidders and other persons shall be invited to be present. After the bids have been opened and tabulated, they shall be available for those interested to copy or study. They shall not, however, be removed from the ESU's offices.
6. Right to Reject. The Board reserves the right to reject any or all bids and to accept the bid which appears to be in the best interest of the ESU. Each bid notice should carry the notification that the ESU reserves the right to accept or reject any or all bids.
7. Right to Waive Bid Formalities. The Board reserves the right to waive any informality in, or reject any or all bids, or any part of any bid, as consistent with law.

The ESU need not comply with the bidding requirements if the District purchases property from the Nebraska State Purchasing Bureau, so long as the Nebraska State Purchasing Bureau competitively bid the purchase of property.

Legal Reference:	
Date of Adoption:	September 13, 2018
Date of Revision(s):	October 21, 2019
Date(s) of Review:	December 21, 2020 August 21, 2023

DMPFWZPMDFW	iPad 2	190039
DMQHT84ADJ8T	iPad 3rd Gen	150206
DMQHTQ2SDJ8T	iPad 3rd Gen	150203
DMRHT82ZDJ8T	iPad 3rd Gen	210015
DMQFW3FHDFHW	iPad 2	
DN6H34BSDJ8T	iPad 3rd Gen	150207
DMQFW4M4DFHW	iPad 2	170012
DN6FX9GSDFHW	iPad 2	190054
DYTJ4V7FDJ8T	iPad 3rd Gen	120240
DMQHT79MDJ8T	iPad 3rd Gen	190019
DLXFG3PSDKPJ	iPad 2	110144
DMRHT95PDJ8T	iPad 3rd Gen	150204
DN6FXRB1DFHW	iPad 2	190018
DN6G8Z3QDFHY	iPad 2	
DMPHVCVEDJ8T	iPad 3rd Gen	140045
DN6FX8BNDFHW	iPad 2	190025
DMRHT74YDJ8T	iPad 3rd Gen	150212
DMPFW9Q4DFHW	iPad 2	
DYTJ4V18DJ8T	iPad 3rd Gen	120244
DYTJ4V3EDJ8T	iPad 3rd Gen	120243
DYTJ4V95DJ8T	iPad 3rd Gen	120246
DYTJ4SVMDJ8T	iPad 3rd Gen	120245
DYTJ4V8MDJ8T	iPad 3rd Gen	120242
C02MP6WQF6T6	MacBook Air	210024
C02MP6ZKF6T6	MacBook Air	190028
C02MP6ZHF6T6	MacBook Air	190033
C02LG2VNF6T6	MacBook Air	20269
C02LG3AHF6T5	MacBook Air	119446
C02MP6ZLF6T6	MacBook Air	

C02MP6ZJF6T6	MacBook Air	210054
C02LG2VKF6T6	MacBook Air	110148
C02LG2VLF6T6	MacBook Air	110149
C1MRQPBGH3QF	MacBook Air	180056
	Camera Lighting	120093
J546GS1	Computer	120262
2565005533	Docking Station	120333
2565017101	Docking Station	120320
	Case	120141
0013F48180015710	Docking Station	120321
U61278D6J517292	Printer	120170
CN9602814V	Printer	120115
CNJLB10550	Printer	90024
C07J30D3DKDJ	Mac Mini	
MX28370049	Server	120124
USE039NJ4Z	Server	100046
110329032	Server	20260
	Jetpack	120315



Nebraska Rural Community Schools Association
455 S.11th St, Ste B
Lincoln, NE 68508

Invoice #: Mem 065
Date: 7/1/2023

Bill To:
Educational Service Unit 7
2657 44th Ave
Columbus NE 68601

For: NRCSA Membership Dues

Description	Amount
<i>2023-24 NRCSA Membership Dues</i>	<i>\$850.00</i>
Invoice Total	<i>\$850.00</i>

Make all checks payable to **NRCSA**

If you have any questions concerning this invoice, contact Jeff Bundy at (402) 202-6028
or e-mail: jbundy@nrcea.net



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 1st day of September, 2023. This contract shall terminate on the 31st day of August, 2024, 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 \$90,831.25 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments

of \$7,569.27 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 26 day of July, 2023.

Abby C. Pfister

Employee

Pfister '23-'24

Final Audit Report

2023-07-26

Created:	2023-07-26
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfXeGmcOCsBQUN2xT3eVmQCGOAPBB5YKI

"Pfister '23-'24" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-07-26 - 7:18:06 PM GMT
-  Document emailed to Abby Pfister (apfister@esu7.org) for signature
2023-07-26 - 7:18:36 PM GMT
-  Email viewed by Abby Pfister (apfister@esu7.org)
2023-07-26 - 7:25:28 PM GMT
-  Document e-signed by Abby Pfister (apfister@esu7.org)
Signature Date: 2023-07-26 - 7:26:16 PM GMT - Time Source: server
-  Agreement completed.
2023-07-26 - 7:26:16 PM GMT



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, 2023. This contract shall terminate on the 31st day of August, 2024, 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 \$102,325.75 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments

of \$8,527.15 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 6th day of June, 2023.

Brooke Kavan

Employee

Kavan '23-'24

Final Audit Report

2023-06-06

Created:	2023-06-02
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAANgW1Mz7h0xwSYo7lg6tmjcxzBSThrht

"Kavan '23-'24" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-06-02 - 2:21:21 PM GMT
-  Document emailed to Brooke Kavan (bkavan@esu7.org) for signature
2023-06-02 - 2:21:37 PM GMT
-  Email viewed by Brooke Kavan (bkavan@esu7.org)
2023-06-02 - 2:24:51 PM GMT
-  Document e-signed by Brooke Kavan (bkavan@esu7.org)
Signature Date: 2023-06-06 - 2:04:46 PM GMT - Time Source: server
-  Agreement completed.
2023-06-06 - 2:04:46 PM GMT



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, 2023. This contract shall terminate on the 31st day of August, 2024, 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 \$100,937.83 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments

of \$8,411.49 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 12 day of June, 2023.

Brooke M. Kolita

Employee

Koliha '23-'24

Final Audit Report

2023-06-12

Created:	2023-06-02
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMXQr8EApRg6gP0dSnZ6d64Ftk2EkcgE-

"Koliha '23-'24" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-06-02 - 2:24:05 PM GMT
-  Document emailed to Brooke Koliha (bkoliha@esu7.org) for signature
2023-06-02 - 2:24:29 PM GMT
-  Email viewed by Brooke Koliha (bkoliha@esu7.org)
2023-06-02 - 2:33:56 PM GMT
-  New document URL requested by Brooke Koliha (bkoliha@esu7.org)
2023-06-12 - 1:44:24 PM GMT
-  Email viewed by Brooke Koliha (bkoliha@esu7.org)
2023-06-12 - 1:44:37 PM GMT
-  Document e-signed by Brooke Koliha (bkoliha@esu7.org)
Signature Date: 2023-06-12 - 1:45:03 PM GMT - Time Source: server
-  Agreement completed.
2023-06-12 - 1:45:03 PM GMT



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, 2023. This contract shall terminate on the 31st day of August, 2024, 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 \$101,704.40 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments

of \$8,475.37 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 _____ day of _____, 20____.

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Employee this 17 day of June, 2023.

Cynthia Alarcón

Employee

Alarcon '23-'24

Final Audit Report

2023-06-17

Created:	2023-06-02
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP28Yer_NsffkOrYtei4kenMgmJ_weLx6

"Alarcon '23-'24" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-06-02 - 1:18:11 PM GMT
-  Document emailed to Cynthia Alarcon (calarcon@esu7.org) for signature
2023-06-02 - 1:18:42 PM GMT
-  Email viewed by Cynthia Alarcon (calarcon@esu7.org)
2023-06-02 - 1:35:13 PM GMT
-  Email viewed by Cynthia Alarcon (calarcon@esu7.org)
2023-06-17 - 2:02:01 PM GMT
-  Document e-signed by Cynthia Alarcon (calarcon@esu7.org)
Signature Date: 2023-06-17 - 6:05:03 PM GMT - Time Source: server
-  Agreement completed.
2023-06-17 - 6:05:03 PM GMT



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, 2023. This contract shall terminate on the 31st day of August, 2024, 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 \$135,546.98 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments

of \$11,295.58 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 2 day of June, 2023.

Dan Ellsworth
Dan Ellsworth (Jun 2, 2023 09:26 CDT)

Employee

Ellsworth '23-'24

Final Audit Report

2023-06-02

Created:	2023-06-02
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAR0QF8LtDqgh78qwm69vSnQSiWn6nwGXv

"Ellsworth '23-'24" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-06-02 - 1:35:06 PM GMT
-  Document emailed to Dan Ellsworth (ellsworth@esu7.org) for signature
2023-06-02 - 1:35:40 PM GMT
-  Email viewed by Dan Ellsworth (ellsworth@esu7.org)
2023-06-02 - 1:36:21 PM GMT
-  Document e-signed by Dan Ellsworth (ellsworth@esu7.org)
Signature Date: 2023-06-02 - 2:26:16 PM GMT - Time Source: server
-  Agreement completed.
2023-06-02 - 2:26:16 PM GMT



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 **Kendra Gustafson**, 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, 2023. This contract shall terminate on the 31st day of August, 2024, 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-MTSS. 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 \$97,890.37 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments

of \$8,157.53 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 June, 2023.

Kendra Gustafson

Employee

Gustafson '23-'24

Final Audit Report

2023-06-02

Created:	2023-06-02
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsm9Au9N4XjqCfhn1tEBiB-uLAEQCoWD3

"Gustafson '23-'24" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
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-  Document emailed to Kendra Gustafson (kgustafson@esu7.org) for signature
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-  Email viewed by Kendra Gustafson (kgustafson@esu7.org)
2023-06-02 - 1:54:08 PM GMT
-  Document e-signed by Kendra Gustafson (kgustafson@esu7.org)
Signature Date: 2023-06-02 - 3:09:55 PM GMT - Time Source: server
-  Agreement completed.
2023-06-02 - 3:09:55 PM GMT



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 Marci 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, 2023 and may be terminated pursuant to Section 7 of this agreement. This term shall consist of 245 days of service in any given fiscal year, which are exclusive of holidays.
2. **Compensation:** The Party shall be paid a yearly salary of \$141,817.41 paid in 12 monthly payments of \$11,818.12. 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 Special Education Contract, fully understands its terms and conditions and agrees that the foregoing Certificated Special Education Contract constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Certificated Special Education Contract shall be subject to modification only by a written instrument signed by the Party and the ESU7 Administrator.
12. **Amendments to be in Writing.** This contract may be modified or amended only by a written document duly authorized and executed by the ESU7 Administrator and the Board.
13. **Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

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

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

Secretary, Board of ESU7

President, Board of ESU

Executed by the Party this 9th day of June, 2023.

Marcia Ostmeyr

Party

Ostmeyer '23-'24

Final Audit Report

2023-06-09

Created:	2023-06-02
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_L8W79Ls4UQ1g0mpsO5OSMq9c_LNlrSm

"Ostmeyer '23-'24" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-06-02 - 2:42:47 PM GMT
-  Document emailed to Marci Ostmeyer (mostmeyer@esu7.org) for signature
2023-06-02 - 2:43:04 PM GMT
-  Email viewed by Marci Ostmeyer (mostmeyer@esu7.org)
2023-06-02 - 2:43:06 PM GMT
-  New document URL requested by Marci Ostmeyer (mostmeyer@esu7.org)
2023-06-09 - 3:36:15 PM GMT
-  Email viewed by Marci Ostmeyer (mostmeyer@esu7.org)
2023-06-09 - 3:36:25 PM GMT
-  Document e-signed by Marci Ostmeyer (mostmeyer@esu7.org)
Signature Date: 2023-06-09 - 3:36:43 PM GMT - Time Source: server
-  Agreement completed.
2023-06-09 - 3:36:43 PM GMT



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, 2023. This contract shall terminate on the 31st day of August, 2024, 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 \$100,928.58 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments

of \$8,410.72 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 2 day of June, 2023.

Mark Brady

Employee

Brady '23-'24

Final Audit Report

2023-06-02

Created:	2023-06-02
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnsUwQMmKwN7ABe5zxeYrN4KN4ElejVQG

"Brady '23-'24" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-06-02 - 1:27:47 PM GMT
-  Document emailed to Mark Brady (mbrady@esu7.org) for signature
2023-06-02 - 1:28:27 PM GMT
-  Email viewed by Mark Brady (mbrady@esu7.org)
2023-06-02 - 1:39:54 PM GMT
-  Document e-signed by Mark Brady (mbrady@esu7.org)
Signature Date: 2023-06-02 - 8:34:09 PM GMT - Time Source: server
-  Agreement completed.
2023-06-02 - 8:34:09 PM GMT



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 **Vanessa Gascon-Guarcas**, 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, 2023. This contract shall terminate on the 31st day of August, 2024, 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: 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 \$78,257.25 subject to applicable deductions and federal and state

withholding. The salary shall be paid in twelve (12) equal monthly payments of \$6,521.44 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of October 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 18 day of July, 2023.

Martha Vanessa Gascón-Guarcas

Martha Vanessa Gascón-Guarcas (Jul 18, 2023 15:20 CDT)

Employee

Gascon-Guarcas '23-'24

Final Audit Report

2023-07-18

Created:	2023-06-08
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ19Zpu9yReSoFNJGbM7PhEUUUUrgrFrce

"Gascon-Guarcas '23-'24" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-06-08 - 7:22:03 PM GMT
-  Document emailed to Vanessa Gascon (vgascon@esu7.org) for signature
2023-06-08 - 7:22:25 PM GMT
-  Email viewed by Vanessa Gascon (vgascon@esu7.org)
2023-06-17 - 6:21:09 PM GMT
-  Email viewed by Vanessa Gascon (vgascon@esu7.org)
2023-06-20 - 1:56:24 PM GMT
-  Email viewed by Vanessa Gascon (vgascon@esu7.org)
2023-06-24 - 4:48:17 AM GMT
-  Email viewed by Vanessa Gascon (vgascon@esu7.org)
2023-06-26 - 1:56:25 PM GMT
-  Email viewed by Vanessa Gascon (vgascon@esu7.org)
2023-06-30 - 3:22:05 AM GMT
-  Email viewed by Vanessa Gascon (vgascon@esu7.org)
2023-07-02 - 10:23:21 PM GMT
-  Email viewed by Vanessa Gascon (vgascon@esu7.org)
2023-07-05 - 1:59:22 PM GMT
-  Email viewed by Vanessa Gascon (vgascon@esu7.org)
2023-07-08 - 2:03:33 PM GMT
-  Email viewed by Vanessa Gascon (vgascon@esu7.org)
2023-07-12 - 3:00:05 AM GMT

 Email viewed by Vanessa Gascon (vgascon@esu7.org)

2023-07-15 - 3:23:21 AM GMT

 Email viewed by Vanessa Gascon (vgascon@esu7.org)

2023-07-17 - 2:02:00 PM GMT

 Signer Vanessa Gascon (vgascon@esu7.org) entered name at signing as Martha Vanessa Gascón-Guarcas

2023-07-18 - 8:20:07 PM GMT

 Document e-signed by Martha Vanessa Gascón-Guarcas (vgascon@esu7.org)

Signature Date: 2023-07-18 - 8:20:09 PM GMT - Time Source: server

 Agreement completed.

2023-07-18 - 8:20:09 PM GMT



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, 2023. This contract shall terminate on the 31st day of August, 2024, 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 \$62,166.30 subject to applicable deductions and federal and state

withholding. The salary shall be paid in twelve (12) equal monthly payments of \$5,180.53 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 8 day of June, 2023.

Malinda Velocela

Employee

Velecela '23-'24

Final Audit Report

2023-06-08

Created:	2023-06-08
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABJ9vazrVaptKikgfa8NaahAfWXjDMYBS

"Velecela '23-'24" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-06-08 - 7:58:48 PM GMT
-  Document emailed to Melinda Velecela (mvelecela@esu7.org) for signature
2023-06-08 - 7:59:11 PM GMT
-  Email viewed by Melinda Velecela (mvelecela@esu7.org)
2023-06-08 - 8:16:20 PM GMT
-  Document e-signed by Melinda Velecela (mvelecela@esu7.org)
Signature Date: 2023-06-08 - 8:20:01 PM GMT - Time Source: server
-  Agreement completed.
2023-06-08 - 8:20:01 PM GMT



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, 2023. This contract shall terminate on the 31st day of August, 2024, 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 \$109,156.96 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments

of \$9,096.41 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 June, 2023.

Otis Pierce

Employee

Pierce '23-'24

Final Audit Report

2023-06-03

Created:	2023-06-02
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALYxOud9nRUdAVqmbFsDw2QZmDZi71Dbu

"Pierce '23-'24" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-06-02 - 2:49:12 PM GMT
-  Document emailed to Otis Pierce (opierce@esu7.org) for signature
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-  Email viewed by Otis Pierce (opierce@esu7.org)
2023-06-02 - 7:19:36 PM GMT
-  Document e-signed by Otis Pierce (opierce@esu7.org)
Signature Date: 2023-06-03 - 0:15:29 AM GMT - Time Source: server
-  Agreement completed.
2023-06-03 - 0:15:29 AM GMT



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 **Richard Stuart**, 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, 2023. This contract shall terminate on the 31st day of August, 2024, 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: Information Technology Specialist. 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 \$83,920.93 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$6,993.41 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 2 day of June, 2023.

Rich Stuart

Employee

Stuart '23-'24

Final Audit Report

2023-06-02

Created:	2023-06-02
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2xm5T4NGrxeFyKLfITfB8i5-7reH1gWn

"Stuart '23-'24" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-06-02 - 3:52:51 PM GMT
-  Document emailed to Rich Stuart (rstuart@esu7.org) for signature
2023-06-02 - 3:53:13 PM GMT
-  Email viewed by Rich Stuart (rstuart@esu7.org)
2023-06-02 - 3:57:39 PM GMT
-  Document e-signed by Rich Stuart (rstuart@esu7.org)
Signature Date: 2023-06-02 - 3:58:09 PM GMT - Time Source: server
-  Agreement completed.
2023-06-02 - 3:58:09 PM GMT



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 **Stephanie Foreman**, 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, 2023. This contract shall terminate on the 31st day of August, 2024, 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: BCBA (ASD). 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 \$75,651.80 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments

of \$6,304.31 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 27 day of July, 2023.

Stephanie Johnson Foreman

Stephanie Johnson Foreman (Jul 27, 2023 09:56 CDT)

Employee

Foreman '23-'24

Final Audit Report

2023-07-27

Created:	2023-07-26
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVNAtSFEx94Fe8M34E7HJ-UGIAUi0J8rQ

"Foreman '23-'24" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-07-26 - 7:15:39 PM GMT
-  Document emailed to Stephanie Johnson (sjohnson@esu7.org) for signature
2023-07-26 - 7:16:02 PM GMT
-  Email viewed by Stephanie Johnson (sjohnson@esu7.org)
2023-07-26 - 7:16:06 PM GMT
-  Signer Stephanie Johnson (sjohnson@esu7.org) entered name at signing as Stephanie Johnson Foreman
2023-07-27 - 2:55:59 PM GMT
-  Document e-signed by Stephanie Johnson Foreman (sjohnson@esu7.org)
Signature Date: 2023-07-27 - 2:56:01 PM GMT - Time Source: server
-  Agreement completed.
2023-07-27 - 2:56:01 PM GMT



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 **Travis Kassing**, 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, 2023. This contract shall terminate on the 31st day of August, 2024, 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 & Computer Systems Engineer. 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 \$101,148.94 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments

of \$8,429.08 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 _____ day of _____, 20____.

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Employee this 26th day of June, 2023.

Travis Kassing

Kassing, Travis '23-'24-2

Final Audit Report

2023-06-26

Created:	2023-06-26
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1kZGVFal7-iJSz9LOSCLI37h6SebleTw

"Kassing, Travis '23-'24-2" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-06-26 - 2:19:26 PM GMT
-  Document emailed to Travis Travis (tkassing@esu7.org) for signature
2023-06-26 - 2:20:00 PM GMT
-  Email viewed by Travis Travis (tkassing@esu7.org)
2023-06-26 - 2:20:06 PM GMT
-  Document e-signed by Travis Travis (tkassing@esu7.org)
Signature Date: 2023-06-26 - 2:20:47 PM GMT - Time Source: server
-  Agreement completed.
2023-06-26 - 2:20:47 PM GMT



VISION SERVICES

ESU7



- **JUDY ZADINA**, TEACHER FOR THE VISUALLY IMPAIRED
- **LISA DURANSKI**, TEACHER FOR THE VISUALLY IMPAIRED & EARLY CHILDHOOD
- **ELISSA HEIBEL**, TEACHER FOR THE VISUALLY IMPAIRED AND CERTIFIED ORIENTATION AND MOBILITY SPECIALIST
- **KAISE RECEK**, TEACHER FOR THE VISUALLY IMPAIRED INTERN AND CERTIFIED ORIENTATION AND MOBILITY SPECIALIST
- **KRIS JOHNSON**, BRAILLIST AND VISION ASSISTANT

WHAT WE DO

- **TEACHER OF THE VISUALLY IMPAIRED (TVI)**
 - PROVIDES INSTRUCTION AND SERVICES TO MEET THE EDUCATIONAL NEEDS OF THE STUDENT WITH VISUAL IMPAIRMENTS
- **ORIENTATION AND MOBILITY SPECIALIST (O&M)**
 - FOCUSES ON INSTRUCTING STUDENTS WHO ARE BLIND OR VISUALLY IMPAIRED WITH INSTRUCTION ON SAFE TRAVEL THROUGH THEIR ENVIRONMENT
- **BRAILLIST**
 - PRODUCE MATERIALS SPECIFIC TO STUDENTS WITH VISUAL IMPAIRMENTS INCLUDING BRAILLE, TACTILE GRAPHICS, AND LARGE PRINT
- **EXPANDED CORE CURRICULUM (ECC)**

ESU7 SCHOOLS SERVED

- COLUMBUS PUBLIC SCHOOLS

- HIGH SCHOOL
- MIDDLE SCHOOL
- NORTH PARK
- CENTENNIAL
- LOST CREEK
- ST BONAVENTURE
- EMERSON
- ST ISIDORE

- CENTRAL CITY

- DAVID CITY
- EAST BUTLER
- LAKEVIEW
- OSCEOLA
- SCHUYLER
- TWIN RIVER
- HIGH PLAINS/CLARKS
- PALMER

SCHOOLS SERVED OUTSIDE OF ESU7 2022-23 SCHOOL YEAR

- SOUTHERN (2 STUDENTS)
- GRAND ISLAND (2 STUDENT)
- WOOD RIVER (1 STUDENT)
- KEARNEY (3 STUDENTS)
- LEXINGTON (3 STUDENTS)
- GI NORTHWEST (1 STUDENT)
- EXETER (2 STUDENTS)
- BEATRICE (1 STUDENT)
- CALLAWAY (1 STUDENT)
- SARGEANT (1 STUDENT)
- WAVERLY (2 STUDENTS)
- RIVERSIDE (1 STUDENT)
- PLEASANTON (1 STUDENT)
- GOTHENBURG (1 STUDENT)
- CENTRAL VALLEY (4 STUDENTS)
- CENTURA (2 STUDENTS)
- FAIRBURY (1 STUDENT)

NUMBER OF STUDENTS

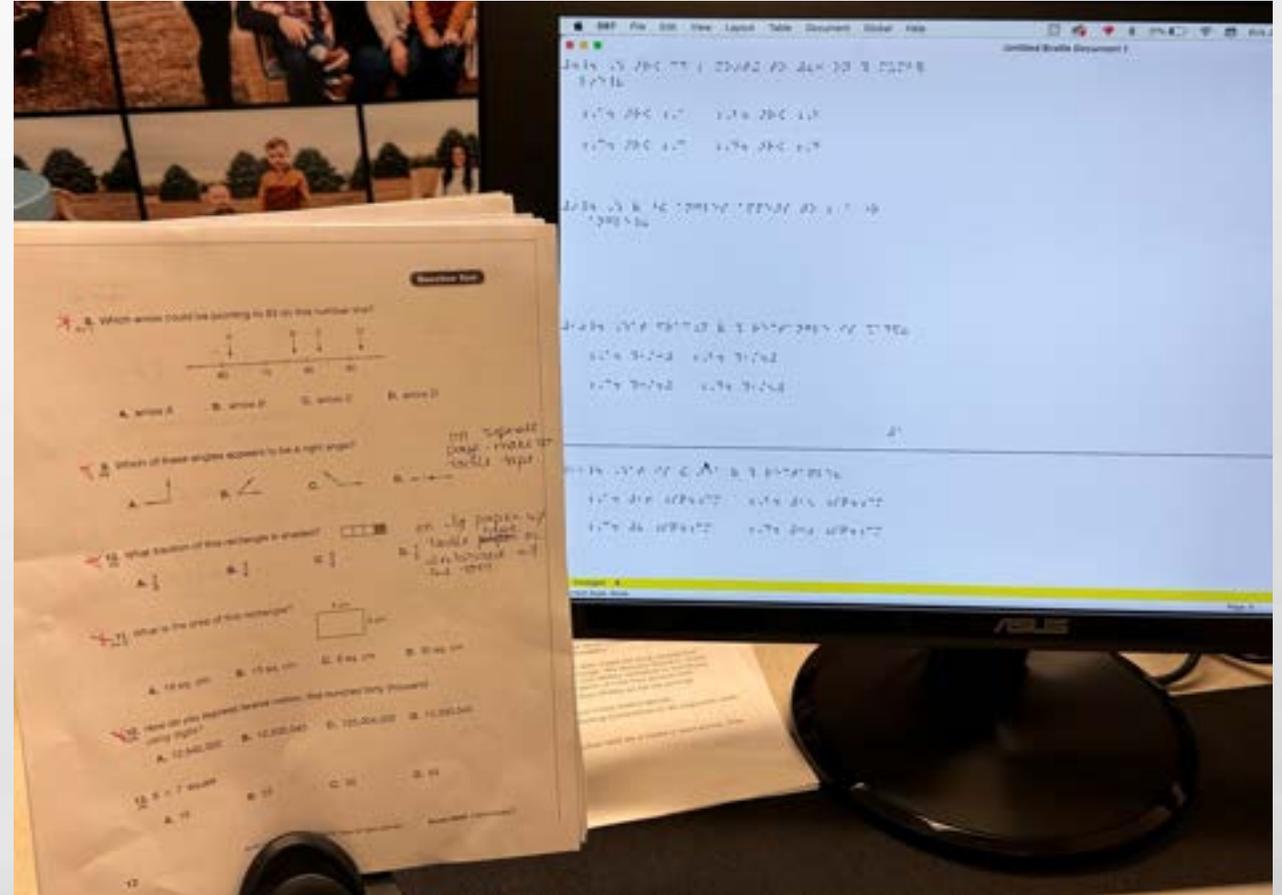
- WE SERVE STUDENTS AGES BIRTH TO 21
- VISION IS CONSIDERED A LOW INCIDENCE/HIGH NEED DISABILITY
- EARLY CHILDHOOD
 - 5 STUDENTS
- SCHOOL AGE
 - 36 STUDENTS RECEIVE SERVICES FROM A TEACHER OF THE VISUALLY IMPAIRED
 - 23 STUDENTS RECEIVE O&M SERVICES
 - 2 BRAILLE READERS

BRAILLE AND MATERIALS PRODUCTION

- **PRODUCE MATERIALS SPECIFIC TO STUDENTS WITH VISUAL IMPAIRMENTS INCLUDING BRAILLE, TACTILE GRAPHICS, AND LARGE PRINT**
- **INTERLINING BRAILLE MATERIALS FOR PRINT READERS**
- **KNOWLEDGE OF DIFFERENT BRAILLE CODES**
- **WE ARE ONLY ESU THAT PROVIDES BRAILLE SERVICES**
- **WORKING ON NATIONAL CERTIFICATION**
- **USING VARIOUS MATERIALS TO CREATE PRINT GRAPHICS THAT ARE ACCESSIBLE TO LOW VISION AND BLIND READERS**

RESOURCES FOR BRAILLIST AT ESU7

- **DUXBURY BRAILLE TRANSLATION SOFTWARE**
 - **EASY USE AND ACCURATE TRANSLATION FOR TEXT (PRINT) TO BRAILLE TRANSLATION, BRAILLE EDITING, FORMATTING, PRODUCTION, PUBLISHING AND RELATED TASKS THAT CAN THEN BE EMBOSSED.**



• EMBOSSESSER

- SIMILAR TO INK PRINTERS, BRAILLE EMBOSSESSERS EMBOSS BRAILLE CHARACTERS ONTO PAPER FOR TACTILE READING BY A BLIND READER.



June '23 Treasurer Report

Beginning Balance JUNE 1, 2023			\$179,969.86		
RECEIPTS					
Property taxes		\$378,138.76			
SPED		\$437,256.00			
General/Flow Through		\$201,765.26			
Grants		\$111,530.59			
TOTAL RECEIPTS		\$1,128,690.61	\$1,128,690.61		
			\$1,308,660.47		
Transfer to Money Market			\$60,000.00	-	
Total Funds Available			\$1,248,660.47		
DISBURSEMENTS:					
General Fund		\$363,573.67			
SPED		\$379,840.68			
Receipts as credits		\$0.00			
Grants		\$259,101.51			
Total DISBURSEMENTS Check #76252 thru #76431		\$1,002,515.86	\$1,002,515.86	-	
Ending balance, JUNE 30, 2023			\$246,144.61		

Checking balance					\$246,144.61
Money Market Deposit Account at First National Bank					\$4,560,000.00
Money Market Deposit Account at First National Bank					\$100,000.00
Money Market Deposit Account at Bank of Clarks					\$100,000.00
Money Market Deposit Account at Columbus Bank & Trust					\$100,000.00
Certificate of Deposit - Great Western Bank					\$200,000.00
Certificate of Deposit - First National Bank-Columbus					\$100,000.00
Certificate of Deposit - First National Bank-Columbus					\$1,000,000.00

TOTAL CASH ON HAND (includes cash reserve) \$6,406,144.61

CASH RESERVE \$1,375,100.73

Funds that are due to ESU 7					
Grants				(\$743,963.77)	
Production/Art Media Accounts Receivable			(\$13,850.75)		
Network Support Accounts Receivable			(\$522.18)		
Misc. Flow thru Accounts Receivable			(\$59,784.39)		
Outstanding Receivables				(\$74,157.32)	
Total due to ESU 7				(\$818,121.09)	

	2021-22	2022-23	2021-22	2022-23		
	Dollars Spent Per Month	Dollars Spent Per Month	Percentage spent each month	Percentage spent each month		
September	\$230,646.07	\$266,632.91	8.65%	9.70%	Total Budget	\$15,477,199.60
October	\$172,872.86	\$186,072.92	6.49%	6.77%	30% of budget	\$4,643,159.88
November	\$194,455.74	\$143,630.26	7.30%	5.22%	Earmarked set aside	\$6,241,201.00
December	\$197,903.14	\$192,654.08	7.43%	7.01%	Total budget spent to date	\$8,863,914.02
January	\$191,895.21	\$197,852.07	7.20%	7.19%		
February	\$202,922.77	\$221,903.94	7.61%	8.07%		
March	\$180,624.84	\$187,887.87	6.78%	6.83%		
April	\$193,733.45	\$208,157.75	7.27%	7.57%		
May	\$182,440.41	\$199,048.99	6.85%	7.24%		
June	\$239,775.60	\$200,189.85	9.00%	7.28%		
July	\$195,837.96	\$0.00	7.35%	0.00%		
August	\$219,972.94	\$0.00	8.25%	0.00%		
Approved Total General Budget for Levy \$						
			\$2,664,964.08	\$2,750,201.46		
Total Spent to date						
			\$2,403,080.99	\$2,004,030.64		
Dollars approved from cash reserve						\$0.00

NOTES

July '23 Treasurer Report

Beginning Balance JULY 1, 2023			\$246,144.61		
RECEIPTS					
Property taxes			\$23,942.93		
SPED			\$537,419.75		
General/Flow Through			\$224,378.65		
Grants			\$234,211.00		
TOTAL RECEIPTS			\$1,019,952.33	\$1,019,952.33	
				\$1,266,096.94	
Transfer to Money Market				\$205,000.00	-
Total Funds Available				\$1,061,096.94	
DISBURSEMENTS:					
General Fund			\$393,046.91		
SPED			\$304,396.56		
Grants			\$296,295.17		
Total DISBURSEMENTS Check #76432 thru #76561			\$993,738.64	\$993,738.64	-
Ending balance, JULY 31, 2023				\$67,358.30	

Checking balance					\$67,358.30
Money Market Deposit Account at First National Bank					\$4,765,000.00
Money Market Deposit Account at First National Bank					\$100,000.00
Money Market Deposit Account at Bank of Clarks					\$100,000.00
Money Market Deposit Account at Columbus Bank & Trust					\$100,000.00
Certificate of Deposit - Great Western Bank					\$200,000.00
Certificate of Deposit - First National Bank-Columbus					\$100,000.00
Certificate of Deposit - First National Bank-Columbus					\$1,000,000.00
TOTAL CASH ON HAND (includes cash reserve)					\$6,432,358.30
CASH RESERVE	\$1,375,100.73				
Funds that are due to ESU 7					
Grants				(\$821,785.55)	
Production/Art Media Accounts Receivable			(\$5,485.60)		
Network Support Accounts Receivable			(\$23,005.75)		
Misc. Flow thru Accounts Receivable			(\$49,759.53)		
Outstanding Receivables				(\$78,250.88)	
Total due to ESU 7				(\$900,036.43)	

	2021-22	2022-23	2021-22	2022-23		
	Dollars Spent Per Month	Dollars Spent Per Month	Percentage spent each month	Percentage spent each month		
September	\$230,646.07	\$266,632.91	8.65%	9.70%	Total Budget	\$15,477,199.60
October	\$172,872.86	\$186,072.92	6.49%	6.77%	30% of budget	\$4,643,159.88
November	\$194,455.74	\$143,630.26	7.30%	5.22%	Earmarked set aside	\$6,241,201.00
December	\$197,903.14	\$192,654.08	7.43%	7.01%	Total budget spent to date	\$9,857,652.66
January	\$191,895.21	\$197,852.07	7.20%	7.19%		
February	\$202,922.77	\$221,903.94	7.61%	8.07%	NOTES	
March	\$180,624.84	\$187,887.87	6.78%	6.83%		
April	\$193,733.45	\$208,157.75	7.27%	7.57%		
May	\$182,440.41	\$199,048.99	6.85%	7.24%		
June	\$239,775.60	\$200,189.85	9.00%	7.28%		
July	\$195,837.96	\$158,470.03	7.35%	5.76%		
August	\$219,972.94	\$0.00	8.25%	0.00%		
Approved Total General Budget for Levy \$			\$2,664,964.08	\$2,750,201.46		
Total Spent to date			\$2,403,080.99	\$2,162,500.67		
Dollars approved from cash reserve				\$0.00		

Article IV, Section 11, C Hiring, Assignment and Dismissal

The Board delegates to the Administrator the authority to hire, assign, reassign, suspend and dismiss classified and non-certificated employees. Such authority shall be exercised in compliance with the policies of the Board. The Board reserves the authority to modify or reverse any such action taken by the Administrator.

Dismissal of classified and non-certificated employees shall be on an at-will basis, as such employees are subject to termination at any time without cause, without prior disciplinary action or progressive discipline, and irrespective of the lack of any evaluation or irregularity in any evaluation process.

All employees are entitled to regular pay up to the effective date of termination and pay for vacation accrued but not taken up to date. No compensation shall be paid for unused sick leave or personal leave that has been earned but not used.

Non-Certificated employees shall be given two weeks notice by the Administrator unless termination is for gross misconduct, in which case employees may be terminated without notice. The Administrator may authorize two weeks pay in lieu of notice when such action is in the best interest of the Educational Service Unit 7, except in cases involving misconduct.

Non-Certificated employees are expected to give at least two weeks prior notice in order to resign in good standing. Resignation notice will be submitted in writing to the Administrator, however in the case of positions where the complexity of the job makes replacement or retraining difficult, it is expected that sufficient time be given for this retraining.

~~The request by any contracted employee for release from his/her contract will not be granted unless one or more of the following conditions are met:~~

- ~~1. A suitable and qualified replacement has been employed to fill the position.~~
- ~~2. The release is effective after the completion of current contract obligations but on or before June 15.~~
- ~~3. The conditions of the resignation are in the best interests of Educational Service Unit 7.~~

Legal Reference:	
Date of Adoption:	February 18, 2019
Date(s) of Revision:	January 20, 2020 August 21, 2023

Related Policy	Article I, Section 2 B(2): Duties and Function of the Board; Article IV, Section 1 A: Recruitment and Selection
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Article IV, Section 10, J Request for Release

Certificated employees are encouraged to notify their immediate supervisor of their plans to resign as soon as practicable. The Board of Education will generally accept all tendered resignations, effective at the end of the current school year, submitted prior to March 15th.

The Board delegates to the Administrator the authority to formally ask certificated employees in writing whether they intend to accept employment with the ESU for the following school year. The Administrator shall give employees a deadline to respond to such requests, so long as the deadline occurs after March 14th. Any employee who fails to respond or declines to accept employment for the following school year may be terminated from employment if they refuse to resign.

The Administrator is further authorized to file a complaint with the Professional Practices Commission for any teacher who abrogates their contract with the ESU.

Notwithstanding anything to the contrary herein, the Board is not obligated to accept or reject any tendered resignation if the employee is involved in a disciplinary matter or for any other reason that the Board deems to be in the best interest of the ESU.

Date of Adoption:	August 21, 2023
Date(s) of Review/Revision	

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 (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, gender identity or sexual orientation, or other protected status in its programs and activities and provides equal access to 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. Complaints or concerns involving discrimination should be addressed to:

Students, Employees, and Others: [Marci Ostmeyer, Special Education Director, 2657 44th Avenue, Columbus, NE 68601 \(402\) 564-5753 \(mostmeyer@esu7.org\)](mailto:mostmeyer@esu7.org). ~~[Tami Clay, Special Education Director, 2563 44th Avenue, Columbus, NE 68601 \(402\) 564-0815 \(tclay@esu7.org\)](mailto:tclay@esu7.org)~~.

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate 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 opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by ESU 7 employees, including co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

B. Harassment

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to any protected status, that is sufficiently serious to deny, interferes with, or limits a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

1. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
2. 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.

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 any protected status, may include, but is not limited to:

1. Name-calling,
2. Teasing or taunting,
3. Insults, slurs, or derogatory names or remarks,
4. Demeaning jokes,
5. Inappropriate gestures,
6. Graffiti or inappropriate written or electronic material,
7. Visual displays, such as cartoons, posters, or electronic images,
8. Threats or intimidating or hostile conduct,
9. Physical acts of aggression, assault, or violence, or
10. Criminal offenses

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

1. Unwelcome sexual advances or propositions,
2. Requests or pressure for sexual favors,
3. Comments about an individual's body, sexual activity, or sexual attractiveness,
4. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
5. 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,
6. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as awards, privileges, promotions, etc., or
7. 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 ESU 7 knows or reasonably should know about possible harassment, including violence, ESU 7 will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred and take appropriate interim measures, if necessary. If ESU 7 determines that unlawful harassment occurred, ESU 7 will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off ESU property creates a hostile environment at ESU, ESU 7 will follow this policy and grievance procedure, within the scope of its authority.

All ESU 7 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).

C. Anti-retaliation:

ESU 7 prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the ESU 7'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.

ESU 7 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, ESU 7 will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

D. 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. 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 Compliance Coordinator.

If the Compliance 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 7 building, on the ESU 7 website, and from the Compliance Coordinator.

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

1. *Level 1 (Investigation and Findings):*

The Compliance Coordinator will review and evaluate each grievance, complaint, or report to determine if such grievance, complaint or report is covered under Title IX. If such a grievance, complaint or report is covered under Title IX, then the Compliance Coordinator will follow the Title IX Grievance Procedures (outlined below). For all other grievances, complaints or reports, the Compliance Coordinator will follow these General

Grievance Procedures. Once ESU 7 receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, ESU 7 will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, ESU 7 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 ESU 7's investigation. ESU 7 will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

ESU 7 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. ESU 7 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, ESU 7 will notify the complainant of his or her right to file a criminal complaint, and ESU 7 employees will not dissuade the complainant from filing a criminal complaint either during or after ESU 7's investigation.

ESU 7 will aim to 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. 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, unless the alleged victim agrees to a longer timeline. Periodic status updates will be given to the parties, when appropriate.

ESU 7's 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 ESU 7 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?)

The Compliance Coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate discrimination, harassment or other inappropriate conduct.

If someone other than the Compliance Coordinator conducted the investigation, the Compliance Coordinator will review, approve, and sign the investigative report. ESU 7 will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. ESU 7 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.

ESU 7 will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within one (1) working day 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 ESU 7 to disclose relevant information to a student who was discriminated against or harassed.

2. 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 five (5) 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 Compliance Coordinator. [If the Administrator is the subject of the complaint, the party will file the appeal directly with the Board.]

3. 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 five (5) 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 a Board meeting to present his or her appeal. The party will be allowed to address the Board at the

Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, Compliance Coordinator and the party. The Board will issue a written determination about the appeal within thirty (30) days after the party addresses the Board. 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 Compliance Coordinator. The Board's determination, and any actions taken, will be final on behalf of ESU 7.

E. Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. ESU 7 will notify the complainant of the anti-retaliation provisions of applicable laws and that ESU 7 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, ESU 7 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 ESU 7 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, ESU 7 will inform the complainant that its ability to respond may be limited. Even if ESU 7 cannot take disciplinary action against the alleged harasser, ESU 7 will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

F. Title IX Grievance (or Complaint) Procedures

All employees are responsible for helping to prevent sexual harassment. Employees, or students, who believe they have been subjected to or 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 supervisor or the supervisor of the offending person, 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 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 may be 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 for reporting discrimination or harassment.

i. Response to a Formal Title IX 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
Marci Ostmeyer, Professional Development Director
2657 44th Avenue, Columbus, NE 68601
402-564-5753
mostmeyer@esu7.org
~~Tami Clay, Special Education Director~~
~~2653 44th Avenue, Columbus, NE 68601~~
~~402-564-0815~~
~~tclay@esu7.org~~

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: (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, (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) 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 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 person who facilitates 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 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 a non-student employee respondent on administrative leave during the pendency of the investigation. The ESU also retains the right to remove a respondent 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. Decision of Responsibility: The decision-maker, shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision maker shall provide 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, or 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.

ii. Title IX 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 bases:

- 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.

iii. Informal Resolution

If a formal Title IX 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.

G. Training:

The ESU will ensure that ESU employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, 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.

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.

8. Preventive Measures:

The ESU may, from time to time, 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, to its employees and students that the ESU serves.

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
Date(s) of Revision	August 17, 2020 September 17, 2020 June 21, 2021 August 21, 2023



Discrimination Complaint Form

Pursuant to ESU 7 Article V, Section 1, A to prohibit and prevent discrimination, Educational Service Unit 7 provides this form to receive allegations of misconduct. The allegations set forth in this complaint form will serve as the basis for an investigation to be carried out promptly.

In order to protect a complainant's rights of privacy and in order to avoid disclosure of facts when such disclosure is not authorized by a complainant, this form permits you as a complainant to authorize disclosure of the facts contained in this form as they be required in the sound discretion of the investigator.

This form also authorized you to withhold certain facts set forth in this complaint in the course of an investigation. You should be aware that limitations on disclosure of certain information contained in this complaint may hinder, and in some cases prevent, Educational Service Unit 7 from fully carrying out its policy to prohibit and prevent sexual harassment. By limiting disclosure permitted, you should also understand that an investigation may not be possible due to due process limitations on Educational Service Unit 7.

Each employee of Educational Service Unit 7 has a right to his/her good reputation unless a full and fair opportunity to confirm allegations of misconduct is provided to such employee.

Your signature below will be deemed to be an acknowledgement on your part that you have fully read this complaint form as well as you have understood it. Your signature on this form will further indicate that you have sought any professional or collegial advice you have deemed appropriate and that the allegations contained in this form have been voluntarily given and have neither been encouraged nor discouraged by Educational Service Unit 7.

Name of Complainant: _____

Date(s) of alleged discriminatory occurrence: _____

Date this complaint was filed: _____

Person to whom complaint was filed: _____

Witnesses complainant is aware of to any events contained in complaint:

I. Limited Authority to Disclose

Yes – Limit Disclosure

No – General Authority to Disclose

If yes:

I understand that the Educational Unit 7 will be investigating my complaint. However, it is my wish that certain facts set forth in this complaint not be disclosed to others or that certain facts be disclosed only to such persons as I specifically direct. The information which I do not authorize the investigator to disclose to anyone except the Administrator, is as follows:

Below is listed factual information that I do not wish to have generally disclosed. Beside each specific fact stated below, I have provided the name or names of those the course of any investigation I specifically authorize you to disclose the information to:

I specifically acknowledge by signing this section, Section I, rather than Section II, I may have placed limitations on the investigation which may make it difficult or impossible for Educational Service Unit 7 to fully resolve my complaint.

Complainant Signature for specific limited authority to investigate:

Date: _____

II. General Authority to Disclose Information

I understand that Educational Service Unit 7 will be investigating of my complaint. By affixing my signature to Section II, I authorize ESU 7 to disclose such portions of the information I have set forth in my complaint and which I may provide in the future with respect to this complaint. By affixing my signature to Section II, I hold harmless Educational Service Unit 7 and its duly authorized investigator for any claim I may have resulting from the disclosure of any facts set forth in this complaint when such disclosure occurs in the course and scope of the investigation. By signing Section II, I acknowledge that I have read it fully and understand its contents.

Complainant's Signature: _____

Date: _____

Article V, Section 5, E Animals at ESU 7

Animals are not allowed in ESU 7 buildings or on ESU 7 property without the written permission of the Administrator or his/her designee except as provided in this policy or as otherwise required by law.

I. Use of Animals for Instructional Purposes

Animals that support an ESU 7 program or curriculum or that are used for instructional purposes are allowed in ESU 7 buildings or on ESU 7 property with the written permission of the administrator or designee.

II. Service Animals

The ESU 7 does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on ESU 7 property when required by law, subject to the conditions of this policy.

- **Service Animal.** A “service animal” is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks do not include the crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler's disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition.
- **ESU 7 Inquiries.** ESU 7 officials may ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do unless the answers to these inquiries are readily apparent. ESU 7 officials may not ask about the nature or extent of a person's disability and may not require documentary proof of certification or licensing as a service animal.
- **Procedural Requirements.** The following requirements must be satisfied before a service animal will be allowed in ESU 7 buildings or on campus grounds:
 - **Request.** A person who wants to be accompanied by his/her service animal must submit a written request form to the Administrator or designee. The request form is located in the ESU 7 Procedure Manual. These requests must be renewed each academic year or whenever a different service animal will be used.
 - **Health and Vaccination.** The owner or handler must have proof of current licensure from the local licensing authority including proof of the service animal's current vaccinations and immunizations required by law.

Service animals will not be allowed in ESU 7 buildings or other ESU 7 property until the ESU 7 has approved the request.

- **Control.** A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack,

vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

- Exclusion or Removal from ESU 7. A service animal may be excluded from ESU 7 property and buildings if the ESU Administrator, Special Education Director, or principal determines that:
 1. A handler does not have control of the service animal;
 2. The service animal is not housebroken;
 3. The service animal presents a direct and immediate threat to others in the ESU; or
 4. The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from the ESU premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

- Allergic Reactions. If any student or employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The ESU will arrange a meeting between ESU personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.
- Supervision and Care of Service Animals. The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in an ESU 7 building or on ESU property. The student's parent or guardian is responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. ESU 7 is not responsible for providing any care, supervision, or assistance for a service animal.
- Damage to School Property and Injuries. The owner or handler of a service animal is solely responsible and liable for any damage to ESU 7 property or injury to personnel, students, or others caused by the animal.
- Service Animal in Training. This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.
- Denial of Access and Grievance. If an ESU official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

III. Therapy Dogs

A "therapy dog" is a dog that has been individually trained and certified to work with its owner to provide emotional support, well-being, comfort, or companionship. Therapy dogs are not "service animals" as that term is used in the Americans with Disabilities Act.

Therapy dogs will not be allowed on ESU 7 grounds or ESU 7 property except as otherwise required by law or through the prior approval of the Administrator. The Administrator may only approve therapy dogs on ESU 7 grounds or ESU 7 property if the following conditions are met: (1) the handler provides documentation regarding certification, licensure, and vaccinations, (2) the Administrator or designee determines that it is in the best interest of ESU 7 to allow the therapy dog; (3) ESU 7 contracts for or is otherwise responsible for bringing the therapy dog onto ESU 7 grounds or ESU 7 property; (4) the therapy dog will aid or further a purpose of ESU 7; and (5) ESU 7 has taken reasonable steps to ensure that the therapy dog has been trained and will not pose a threat to the health or safety of others at ESU 7, and (6) the involvement of therapy dog is temporary, and not to exceed 5 program days unless an extension is approved by the Administrator or designee.

Legal Reference:	
Date of Adoption:	August 21, 2023
Date(s) of Review:	

- three years.
- b. EFFECTIVE PUBLIC NOTIFICATION SYSTEMS: Display the “And Justice for All” poster, include the nondiscrimination statement on program materials, provide information in other languages and alternative formats as needed and convey equal opportunity in all photos and other graphics on websites, publications, etc.
 - c. COMPLAINT PROCEDURES: Procedures must be established to accept complaints or grievances based on race, color, national origin, sex, age, or disability. Participants must be advised of their right to file a complaint, how to file a complaint, and the complaint procedures. If there is a complaint, the SFA must contact the Nebraska Department of Education – Nutrition Services.
 - d. COMPLIANCE REVIEW TECHNIQUES: Ensure civil rights requirements are being followed during review process.
 - e. RESOLUTION OF NON-COMPLIANCE: Inappropriate actions must cease. A corrective action plan is required and appropriate procedures must be implemented.
 - f. REQUIREMENTS FOR REASONABLE ACCOMMODATION OF PERSONS WITH DISABILITIES: Entrances and exits must exist to accommodate the disabled. Braille signage and alternative arrangements for service must be available, when needed.
 - g. REQUIREMENTS FOR LANGUAGE ASSISTANT: Bilingual personnel and materials must be provided depending on need, resources available and cost.
 - h. CONFLICT RESOLUTION: Use alternative dispute resolution techniques when necessary. Treat others with respect.
 - i. CUSTOMER SERVICE: “Treat others the way they want to be treated (or at least be aware of what that is).”
6. Attach documentation of annual training, including date and attendance roster.

Animals at ESU 7

Purpose and scope: This procedure addresses (1) ADA defined service animals (such as seeing eye dogs, dogs trained to calm a person undergoing a panic attack, etc.), (2) trained therapy dogs, (3) farm animal guests, and (4) classroom pets.

Committee Member Responsible: Larianne, Cara, Tami

1. Procedure for request of ADA defined Service Animal:
 - A. Requester initiates the process by filling out the required [Animal Request Form](#).
 - B. Form is reviewed by Level III Principal and Special Education Director and given to the Chief Administrator for approval.
 - C. The Chief Administrator approves or denies the request.

2. Procedure for request of Trained Therapy Dogs:
 - A. Requester initiates the process by filling out the required [Animal Request Form](#).
 - B. Form is reviewed by Level III Principal and/or Special Education Director and given to the Chief Administrator for approval.
 - C. The Chief Administrator approves or denies the request.

3. Procedure for request of Farm Animal Guests:
 - A. Requester initiates the process by filling out the required [Animal Request Form](#).
 - B. Form is reviewed by Level III Principal and/or Special Education Director and given to the Chief Administrator for approval.
 - C. The Chief Administrator approves or denies the request.

4. Procedure for request of Classroom Pets:
 - A. Level III Principal initiates the process by filling out the required [Animal Request Form](#) as completely as possible.
 - B. Form is reviewed by Level III Principal and/or Special Education Director and given to the Chief Administrator for approval.
 - C. The Chief Administrator approves or denies the request.



Animal Request Form

(To be completed by the Requester or Parent/Guardian except for question 15)

MUST BE COMPLETED AND DELIVERED TO THE LEVEL III PRINCIPAL AND DIRECTOR OF SPECIAL EDUCATION AT LEAST TWENTY-ONE (21) DAYS PRIOR TO BRINGING THE SERVICE ANIMAL TO THE LEARNING ACADEMY AND/OR CEN7TER

1. Name of Requester: _____

2. Is the Requester a current student? Yes No

3. Name of Parent/Guardian if Requester is a minor: _____

4. Phone number of Requester or Parent/Guardian: _____

5. Breed, Size, and Weight of Service Animal: _____

6. Please list the ESU 7 buildings at which the service animal will accompany the Requester, the ESU 7 activities at which the service animal will accompany the Requester, and the dates on which the service animal will accompany the Requester (i.e. ESU 7 Learning Academy/Cen7ter Graduation on May 12, 2022 or ESU 7 Learning Academy/Cen7ter Program during the 2022-2023 school year):

7. Documentation of proof of the following vaccinations must be provided prior to the consideration of your request:

- For service animals: DHLPPC (Distemper, Hepatitis, Leptospirosis, Parainfluenza, Parvovirus, Coronavirus), Bordetella, and Rabies
- Fs: Equine Infectious Anemia (Coggins Test), Rabies, tetanus, Encephalomyelitis, Rhinopneumonitis, Influenza, and Strangles

Is documentation of proof of the required vaccinations attached?

Yes No - Date proof will be provided: _____

8. Is the service animal spayed or neutered?

Yes - Date spayed/neutered: _____ No

9. The service animal is treated for and kept free from fleas and ticks through the following measures:



10. Is the service animal housebroken? Yes No

11. The service animal is kept clean to avoid shedding and dander through the following measures:

12. Any and all liability for any harm or injury caused by the service animal to other students, staff, visitors, and/or property is assumed by the Requester. Please provide the following information if the Requester has liability insurance that would cover harm or injury caused by the service animal.

Insurance Company: _____ Policy Limit: \$ _____

Coverage Summary:

13. The service animal is under the Requester's control by the following means (check one):

Use of a harness, leash or other tether

If the Requester is unable because of a disability to use a tether, or the use of a tether would interfere with the service animals safe, effective performance of work or tasks, then the service animal is otherwise under the Requester's control, which can be described as follows:

14. Name and phone number of the person who will be responsible for providing the care and supervision of the service animal, including walking the animal or responding to the animal's need to relieve itself:

15. **TO BE COMPLETED BY ESU 7 PERSONNEL:** Is it readily apparent that the animal being requested is trained to do work or perform tasks for an individual with a disability?

Yes No

Name and Title of the ESU 7 personnel who answered this question:

Signature of person answering this question: _____

Date: _____



16. **TO BE COMPLETED BY THE REQUESTER OR PARENT/GUARDIAN:** If the ESU 7 personnel answered “No” to the above question, then please answer the following two questions:

Is the service animal required because of a disability? Yes No

Please describe the work or task the service animal has been trained to perform:

I state that the information I have provided in this request is true and correct and that the District may rely on this information to determine whether the Americans with Disabilities Act requires the District to permit the Requester to be accompanied by a service animal in the District’s facilities. I have read and fully understand the procedures set forth in Board Policy Article V, Section 5, E Animals at ESU 7. I acknowledge, understand, agree to, and accept the responsibilities that are described in Board Policy Article V, Section 5, E Animals at ESU 7. I acknowledge, understand, agree, and accept that any and all liability for any harm or injury caused by the service animal to other students, staff, visitors, and/or property is assumed by the Requester.

Name of Requester or Parent/Guardian completing this form _____
Date

Requester or Parent/Guardian Signature _____
Date

** The above form is to be used by ESU 7 personnel for requests for farm animals or other outside animal guests for the purpose of academic enrichment, therapy dogs, and classroom pets. No household pets. Fill out as completely as possible with the exception of the student info and parent/guardian signature.*

Article V, Section 7, F Wellness

It is the policy of ESU 7 to provide curriculum, instruction, and experiences in a health promoting environment to instill habits of lifelong learning and health when providing services to students in its own school programs, to be generally consistent with that in place in the schools from which students served by ESU 7 are enrolled. Therefore, the Board adopts the following Wellness Policy applicable to any school program in which the services are provided by ESU 7 in a school-setting other than within a school district served by ESU 7.

1. Goals to Promote Student Wellness

Level III Programs have established the following student wellness goals that are designed to promote student wellness in a manner that Level III Programs determine to be appropriate:

- Nutrition Education. To implement a curriculum that meets or exceeds the health and nutrition education objectives established by the Nebraska Department of Education.
- Physical Activity. To implement a curriculum that meets or exceeds the health and physical education objectives established by the Nebraska Department of Education.
- Other School Activities. To offer other suitable opportunities for students to engage in health-promoting activities.

The ESU 7 Administrator or designee shall establish such further goals as are determined appropriate to meet the stated mission.

2. Nutrition Guidelines

Nutrition guidelines have been selected by Level III Programs for all foods available to students during the school day with the objective of promoting student health and reducing childhood obesity. The guidelines are as follows:

- any lunch program offered by Level III Programs will meet or exceed the requirements of federal and state law and regulatory authorities and
- no food in competition with the school lunch program shall be sold or otherwise made available to students anywhere on Level III Programs premises during the period of one-half hour prior to serving lunch and lasting until one-half hour after the serving of lunch. The ESU 7 Administrator or designee shall establish such further nutrition guidelines as are determined appropriate to meet the stated mission.

According to 7 CFR 210.31(e)(2), all schools are required to complete an assessment of their school's compliance with their local school wellness policy (SWP) at least once every three years (triennial) and make this assessment available to the public by posting assessment responses to the school's website. ESU 7 participates in the school lunch program by contracting with a local public school system. We post information collected and partnered with this specific school district.

3. Plan for Measuring Implementation and Designation of Responsible Persons

The ESU 7 Administrator or the Administrator’s designee is charged with operational responsibility for ensuring that the ESU meets the Wellness Policy. The ESU 7 Administrator or designee shall measure implementation of the Wellness Policy by conducting periodic reviews or receiving periodic reports.

Due to the unique nature of Level III Programs, it is understood that all students have an Individualized Education Plan (IEP), which will provide the basis for the Wellness Policy guidelines.

4. Development of Policy

Level III Programs assure that development of the Wellness Policy involves the ESU Board, administrators, and staff.

ESU 7 shall review Article V, Section 7, F Wellness Policy annually.

Legal Reference:	
Date of Adoption:	June 17, 2019
Date(s) of Review:	June 15, 2020 June 21, 2021 June 20, 2022 May 15, 2023 August 21, 2023

Section 8 - Required Trainings

Article V, Section 8, A Required Trainings

The Board hereby authorizes the Administrator to oversee and ensure that the ESU and its employees comply with all training requirements required by law and all associated data or training reporting requirements required by law. The Administrator has the authority to take all reasonable steps to comply with training requirements, including the authority to contract with third parties to ensure that any such training or reporting complies with state and federal law. This Section shall supersede any conflicting policy to the extent that a conflicting policy would prevent the ESU from complying with a legal mandate.

Date of Adoption:	August 21, 2023
Date(s) of Review:	



Office Use Only:	
Degree	* MA
Hours Earned	* 9
Experience	* 8
Index	* 1.58
FTE	* .80
Salary + Equity*	\$48,241.83+9,134.40
*Anticipated for (2023-24 school year)	

CERTIFICATED SPECIAL EDUCATION CONTRACT

This contract is made by and entered into between Educational Service Unit 7, State of Nebraska, hereinafter referred to as “ESU7”, and Elyse Belina, hereinafter referred to as the “Party”.

WITNESSETH: That ESU7 hereby agrees to employ the above named Party in the assignment of Early Childhood Special Education Teacher for school year 2023-24, subject to the following terms and conditions:

1. **Term of Employment.** This agreement shall commence on the 10th day of August, 2023. This agreement shall terminate on the 17th day of May, 2024 or may be terminated pursuant to Section 7 of the attached contract, whichever comes first. This term shall consist of 185 days of service in any given fiscal year, which are exclusive of holidays.
2. **Compensation:** The Party shall be paid a yearly salary as determined by the applicable Negotiated Master Agreement, paid in 12 monthly payments. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.
3. **Fringe Benefits:** ESU7 agrees to pay such part of the health and dental insurance premium of the party as may be agreed upon in negotiations between ESU7 and bargaining organization or organizations of the party, providing said party opts to participate in such an insurance program.
4. **Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or

administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.

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

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

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

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

Executed by the Board of ESU 7 this _____ day of _____, 20____.

Secretary, Board of ESU 7

President, Board of ESU 7

Executed by the Party this 28 day of June, 2023.

Elyse Belina

[Elyse Belina \(Jun 28, 2023 10:30 CDT\)](#)

Party

Belina EC Teacher '23-'24 revised-2

Final Audit Report

2023-06-28

Created:	2023-06-28
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGyB5iUsarRbqOM2Dp9vn1UvPHH79H3gc

"Belina EC Teacher '23-'24 revised-2" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2023-06-28 - 3:29:19 PM GMT
-  Document emailed to Elyse Belina (ebelina@esu7.org) for signature
2023-06-28 - 3:29:37 PM GMT
-  Email viewed by Elyse Belina (ebelina@esu7.org)
2023-06-28 - 3:29:49 PM GMT
-  Document e-signed by Elyse Belina (ebelina@esu7.org)
Signature Date: 2023-06-28 - 3:30:33 PM GMT - Time Source: server
-  Agreement completed.
2023-06-28 - 3:30:33 PM GMT

Educational Service Unit No. 7
Columbus, Nebraska

Proposal Audit
For Three Year Audit Proposal for the Years Ended
August 31, 2023, August 31, 2024, and August 31, 2025

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 31, 2023

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, 2023, August 31, 2024, and August 31, 2025.

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, CPA

RWA: gds

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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

42 Years of Accounting and Governmental
Auditing Experience

Gayle D. Steiger - Partner
Audit Supervisor
Certified Public Accountant

28 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, 2023, August 31, 2024, and August 31, 2025.
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, 2023	\$ 7,700.00
For the year ending August 31, 2024	\$ 8,100.00
For the year ending August 31, 2025	\$ 8,500.00

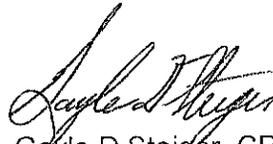
That amount is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. Our invoices for these fees will be rendered upon completion and submission of the final report.

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 2022 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, CPA/Partner

RWA: gds



WATSON COON RYAN
CERTIFIED PUBLIC ACCOUNTANTS

9250 EAST COSTILLA AVENUE, SUITE 450
GREENWOOD VILLAGE, COLORADO 80112
303-792-3020 (O) | 303-792-5153 (F)
WWW.WCRCPA.COM

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

October 25, 2022

To the Partners of Romans, Wiemer & Associates, CPA's, P.C.
and the Peer Review Committee of the Nevada Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Romans, Wiemer & Associates, CPA's, P.C. (the firm) in effect for the year ended May 31, 2022. 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 (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

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.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Romans, Wiemer & Associates, CPA's, P.C. in effect for the year ended May 31, 2022 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, CPA's, P.C. has received a peer review rating of *pass*.

Watson Coon Ryan, LLC

Watson Coon Ryan, LLC

Educational Service Unit 7

SAFE RETURN TO SERVICES/INSTRUCTION PLAN



Serving the Schools of Boone, Butler, Colfax, Merrick, Nance, Platte, and Polk Counties.

ESU 7

2657 44th Ave.

Columbus, NE 68601

www.esu7.org

Final Review: August 21, 2023

Last Review: February 9, 2023

Discussion and public input - Monday, February 20 @ 5:30 p.m. during regular Board meeting.

Discussion and public input - Monday, August 21 @ 5:30 p.m. during regular Board meeting.

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Introduction

General Information (Pursuant to the Federal American Rescue Plan)

On March 11, 2021, President Biden signed the American Rescue Plan (ARP) Act of 2021, Public Law. The ARP Act includes nearly \$122 billion for the Elementary and Secondary School Emergency Relief (ESSER III) Fund that allows state and local education agencies (LEAs) to take additional steps for continued safe in-person instruction and to address unfinished teaching and learning to mitigate the COVID-19 pandemic. The ARP Act requires each school district that receives ARP ESSER funds to develop and make publicly available on the school district's website, no later than 30 days after receiving ARP ESSER funds, a plan for the safe return to in-person instruction, and continuity of services for all schools (Safe Return Plan). The ARP Act further requires that the district seek public comment on the Safe Return Plan and take those comments into account in finalization of the Safe Return Plan. A school district must periodically, but no less frequently than every six months through September 30, 2023, review and, as appropriate, revise its Safe Return Plan. ***At this time ESU's do not qualify for aid via ARP.***

The ESU 7 COVID-19 Return to Services/School Plan initially developed during the summer of 2020 allowed us to remain open and successfully serve our school districts in the safest modality possible given the public health conditions during the 2020-2021 academic year. This document is an update to the plan for the 2022-23 school year to ensure the continuation of services for 2022-23 and beyond. The updates are considering the new guidance from the Center for Disease Control (CDC), the Nebraska Association of Local Health Departments (NALHD), the East Central District Health Department (ECDHD), Four Corners Health Department (FCHD), Central District Health Department (CDHD), the Nebraska Department of Education (NDE), and the United States Department of Education (USDE). Although ESUs do not qualify for financial support by the American Rescue Plan (ARP) Act, our school districts must. The contents of this document, the format, components, and name have been revised to meet these same requirements, so we are able to provide comparable services and supports under the same mitigating circumstances as our member school districts.

The ESU 7 safe Return to Services/Instruction Plan will be reviewed at least every 6 months and may be adjusted as new information/guidance becomes available.

Plan Development Team

Larianne Polk, ESU 7 Chief Administrator

Tami Clay, ESU 7 Special Education Director

Marci Ostmeyer, ESU 7 Professional Development Director

Dan Ellsworth, ESU 7 Technology Director and parent of children in ESU 7 region

Cara Neesen, Level III Principal and teacher

Amy Mazankowski, Grant Program Coordinator

Tricia Spieker, Speech-Language Pathology Coordinator

Jackie Ternus, School Psychology Coordinator and parent of children in ESU 7 region

Lisa Duranski, Early Childhood Coordinator

Wendy Wolfe, Early Childhood Coordinator

Judy Zadina, Vision Program Coordinator

Cynthia Alarcon, Migrant Education Program Coordinator and parent of children in ESU 7 region

Larry Shefcyk, ESU 7 Maintenance

Linda Shefcyk, ESU 7 Human Resources and Business Manager

Troy Loefelholz, ESU 7 Superintendent Executive Committee Chair

Guiding Principles

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

Planning Purpose: The purpose of this Safe Return to Services/Instruction Plan is to keep our students, staff, and families safe and in-school should the pandemic situation reoccur. The plan was developed to allow for changes and updates throughout a pandemic, based upon COVID incidences within our community and consideration of guidance from local, state, and federal governments and health officials.

Schools vs. ESU: The term “school” is used throughout the ARC guidelines. For the ESU’s purposes, this term has been revised to read “schools/ESU” where appropriate.

COVID Transmission Levels

The plan was developed considering the COVID transmission levels and positivity rates within our ESU 7 region.

If COVID transmission levels/positivity rates increase, this plan may be revised to include additional COVID mitigation measures.

Layered Prevention

The CDC recommends that all schools/ESU implement and layer prevention strategies, including:

- Universal, correct use of masks
- Physical distancing
- Handwashing and respiratory etiquette
- Cleaning and maintaining healthy facilities, and
- Contact Tracing (in combination with isolation and quarantine)

All prevention strategies provide some level of protection, and layered strategies implemented at the same time provide the greatest level of protection. (CDC)

Components

Universal and Correct Wearing of Masks

Mitigating Measures/Safety Protocols:

1. Face masks are optional for all staff and students on campus.
2. Correct wearing of masks as described by the CDC.
3. Face masks may be required for staff, students, and visitors if COVID cases rise and it is believed that this safety precaution is necessary to prevent further spread and a possible school closure.

Modifying Facilities to Allow for Physical Distancing

Mitigating Measures/Safety Protocols:

1. Social distancing measures (goal of maintaining 3 feet between students where feasible) may be taken to prevent the spread of COVID as needed.
2. Non-essential furniture may be removed from classrooms to maximize social distancing between students if needed. Desks will all face the same direction **if** additional preventative measures are needed.
3. Non-essential visitors and volunteers may be limited if case levels increase.
4. Six feet of social distancing may be encouraged for all students **if** COVID cases rise and it is necessary to prevent the further spread and possible school closure.

Handwashing and Respiratory Etiquette

Mitigating Measures/Safety Protocols:

1. Proper handwashing, cough and sneeze etiquette will be taught, reinforced and monitored.
2. If handwashing is not feasible, hand sanitizer will be provided and used.

Cleaning and Maintaining Healthy Facilities and Improving Ventilation

Mitigating Measures/Safety Protocols:

1. High-touch surfaces will be cleaned routinely (at least daily and between uses when possible).
2. Shared supplies and equipment will be sanitized between uses **if** COVID cases and it is necessary to prevent the further spread and possible school closure.
3. Heating, ventilation and air condition settings will maximize ventilation and bring in as much outdoor air as possible.
4. Air filters will be changed regularly.
5. Windows will be opened if feasible.

Contact Tracing

Mitigating Measures/Safety Protocols:

1. If contact tracing, isolation and quarantines are reinstated, ESU 7 will cooperate and coordinate with the East Central District Health Department Four Corners Health Department, and/or Central District Health Department.
2. ESU 7's normal health procedures will be followed, including:
 - a. Students and staff who are sick must stay home.
 - b. Students and staff must be fever free for 24 hours (without medication) before returning.

Diagnostic and Screening Testing

Mitigating Measures/Safety Protocols:

1. Students and staff who exhibit COVID-related symptoms will be encouraged to stay home and consult their physician.
2. If COVID levels rise, ESU 7 will consult with local officials to determine if screening should be considered for students, staff, and visitors.

Vaccination Efforts

Mitigating Measures/Safety Protocols:

1. ESU 7 provided the opportunity for vaccinations for all staff.
2. ESU 7 will provide information to staff regarding when/how they should receive vaccinations if needed or as requested.
3. ESU 7 will continue to monitor information regarding vaccinations and provide updates to staff when necessary.
4. Vaccination information will be included on the ESU's webpage **if** the need arises.

Appropriate Accommodations for Children with Disabilities

Mitigating Measures/Safety Protocols:

1. Student's IEP's and 504 plans will be followed. Accommodations may be included that apply to the health and safety of students, relative to COVID.

Coordination with State and Local Health Officials

Mitigating Measures/Safety Protocols:

1. ESU 7 will continue to collaborate with our local and state health department on a regular basis, monitoring case levels and new guidance.
2. Information about levels of community transmission will be combined with information about cases within the district; implementation of prevention strategies will be increased if needed.
3. ESU 7 will implement or revise strategies when necessary.

Continuity of Services

Mitigating Measures/Safety Protocols:

1. It is our goal to continue to provide in-person services and instruction to our school districts and students, addressing their academic, social, emotional, and mental health. We intend to follow the ESU 7 calendar delivering services as typical according to the needs of the school districts.
2. If COVID cases rise significantly and we are required to close, every effort will be made to provide these services virtually. All special education services will be provided according to student's IEP's.
3. If COVID cases rise significantly and the ESU is providing virtual services/instruction, the ESU will work with each school district to ensure staff and students have access to the necessary equipment.

Symptoms Screening

Mitigating Measures/Safety Protocols:

1. Staff is encouraged to self-screen at home and to follow health department guidance regarding testing, isolation, and quarantine.
2. Parents and guardians are encouraged to screen students for COVID-related symptoms at home, and to follow health department guidance regarding testing, isolation, and quarantine.
3. If necessary to prevent the further spread and possible school closure, on-site symptom checks **may be** reinstated for everyone entering our facilities.

Other

Mitigating Measures/Safety Protocols:

1. Water fountains will be available. However, students and staff are encouraged to bring water bottles to school/ESU.
2. Self-service food options **may be** limited.

Itinerant/Traveling Staff

Itinerant/Traveling Staff Protocols:

1. ESU 7 staff are expected to follow the protocol described in this document when delivering services outside the ESU 7 campus.
2. In circumstances where the external location has more restrictive protocols in place, ESU 7 staff are expected to follow the more restrictive protocols.

Summary

ESU 7 is committed to providing staff and students with a safe, in-person learning environment. The strategies outlined in this plan will be implemented to mitigate the risk of COVID spread in our school/ESU 7 region. The strategies will be reviewed and revised based on COVID cases within the ESU 7 area, and any new research/evidence that becomes available.

Safe Return Plan Documentation Records

Planning, Review and Consideration of Public Comment

- | | |
|----------------|--|
| July 26, 2021: | Draft sent to Plan Development Team for review. |
| Aug 12, 2021: | Director meeting to discuss, review, and revise the plan |
| Aug 13, 2021: | Draft shared with all staff and ESU 7 Board for review and comment. |
| Aug 13, 2021: | Feedback from staff reviewed; suggestions considered |
| Aug 16, 2021: | Final Draft reviewed and discussed at Board meeting; Public Comment open for feedback. Return to |

Services/Instruction adopted by ESU 7 Board with relevant revisions.

Aug 17, 2021: Final Return to Services/Instruction Plan shared with staff and included on ESU 7 website.

Feb 7, 2022: 6 month review of Plan by Development Team.

Feb 21, 2022: Return to Services/Instruction Plan reviewed by ESU 7 with Public Comment.

Feb 22, 2022: Updated Return to Services/Instruction Plan shared with staff and updated on ESU 7 website.

Aug 9, 2022: 6 month review of Plan by ESU 7.

Aug 15, 2022: Updated Return to Services/Instruction Plan reviewed by ESU 7 Board with Public Comment.

Aug 16, 2022: Updated Return to Services/Instruction Plan shared with staff and Updated on the ESU 7 website.

Feb 20, 2023: Updated Return to Services/Instruction Plan reviewed by ESU 7 Board with Public Comment.

July 31, 2023: 6 month review of Plan by ESU 7 Directors.

Aug 21, 2023: Updated Return to Services/Instruction Plan reviewed by ESU 7 Board with Public Comment

Record of General Comments Received about the Plan

DATE COMMENT RECEIVED:	LOCATION OR METHOD COMMENT WAS RECEIVED:	GENERAL TOPIC OF COMMENT:

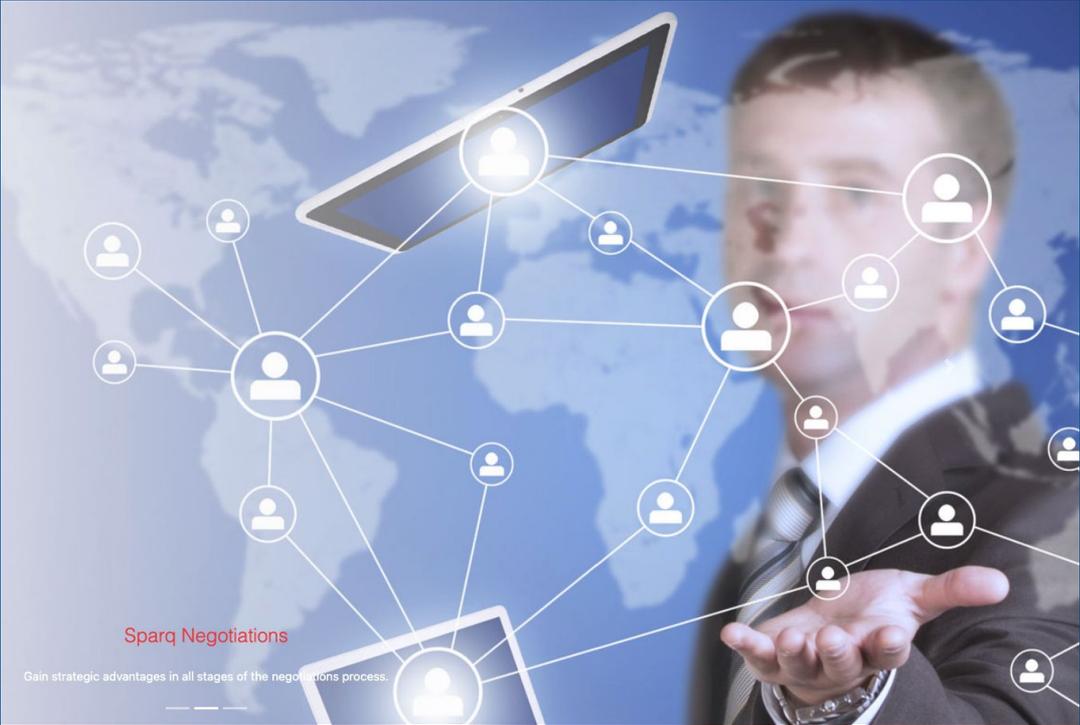
Record of Changes made to Original Plan

DATE PLAN WAS CHANGED:	SECTION OF CHANGE:	DETAILS OF CHANGES MADE:
July 31, 2023 for August 21, 2023 ESU 7	Coordination with State and Local Health Officials	Removed the specific review timeline of 6 months. Rather will review and revise based on COVID cases within the ESU 7 area, and

Board Meeting	And Summary	any new research/evidence that becomes available.



**Innovative People
Exceptional Service**



LR240



**Innovative People
Exceptional Service**



THE SECRETARY OF EDUCATION
WASHINGTON, DC 20202

August 18, 2023

Dr. Larianne Polk
2657 44th Avenue
Columbus, NE 68601

Dear Dr. Larianne Polk:

I am pleased to notify you of your appointment to serve as a member of the **Regional Advisory Committee (RAC): Central**. The objective of the RAC is to provide advice and recommendations regarding the educational needs of the Central region and how those needs would be most effectively addressed, including technical assistance activities described in Section 203 of the Educational Technical Assistance Act (ETAA), which authorizes the Comprehensive Centers program.

Your term of service will begin immediately and end not later than six months after each RAC is first convened and is subject to your completion of the prescribed appointment procedures.

Rebekka Meyer, Designated Federal Official for the RAC, will contact you regarding your appointment. For more information about the RACs, please visit the Office of Elementary and Secondary Education website at: <https://oese.ed.gov/offices/office-of-formula-grants/program-and-grantee-support-services/comprehensive-centers-program/regional-advisory-committees/>.

Thank you in advance for your service in support of improved educational opportunities for all students.

Sincerely,

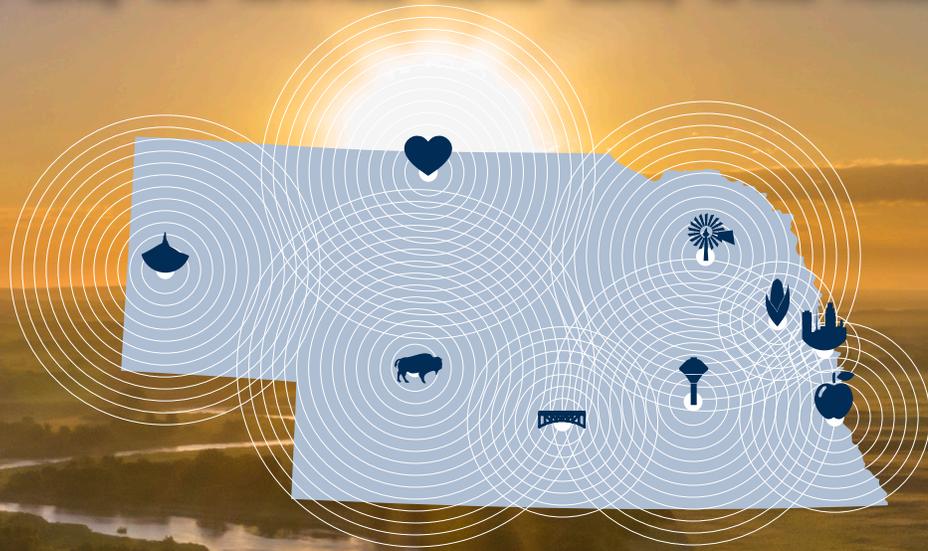
A handwritten signature in blue ink that reads "Miguel A. Cardona".

Miguel A. Cardona, Ed.D.
U.S. Secretary of Education

2023 AREA MEMBERSHIP MEETINGS

Training - Recognition - Networking - Engagement

Valentine - Gering - York - North Platte - Norfolk - Kearney - La Vista - Fremont - Nebraska City



VISION: ENGAGED



www.NASBonline.org

[#liveNASB](https://twitter.com/liveNASB)

[#weLIVEhere](https://twitter.com/weLIVEhere)

2023 REGISTRATION

REGISTER NOW FOR THE MEETING NEAREST YOU

Tuesday, August 22	Valentine	Register by August 16
Wednesday, August 23	Gering	Register by August 16
Thursday, August 24	York	Register by August 16
Tuesday, August 29	North Platte	Register by August 24
Wednesday, September 6	Norfolk	Register by August 31
Wednesday, September 13	Kearney	Register by September 7
Tuesday, September 19	La Vista	Register by September 14
Wednesday, September 20	Fremont	Register by September 14
Wednesday, September 27	Nebraska City	Register by September 21

TO REGISTER

Go to www.NASBonline.org, and log in using your email and password. If you do not have an email and password to log in or have forgotten it, please contact NASB at 800-422-4572 for assistance.

Registration fees for each meeting and dinner are as follows:

NASB Member Registration	\$89
Cancellation Fee	\$25

No refunds after the deadlines.

2023 AGENDA

4:30 PM - REGISTRATION, NETWORKING & EXHIBITORS

5:00 PM - OPENING SESSION

5:35 PM - BREAK & EXHIBITORS

5:50 PM - TRAINING SESSIONS #1

6:30 PM - BREAK & EXHIBITORS

6:40 PM - TRAINING SESSIONS #2

7:25 PM - NETWORKING DINNER & AWARDS/RECOGNITION

15 AWARDS OF ACHIEVEMENT POINTS WILL BE EARNED FOR ATTENDING



2023 VISION & TRAINING SESSIONS

5:00 PM - VISION: ENGAGED

A PREVIEW OF THE 2023 NASB DELEGATE ASSEMBLY, PROGRAM REVIEW, AND THE OPEN MEETINGS LAW

NEW!

*NAEP (NEBRASKA ADMINISTRATIVE EDUCATION PROFESSIONALS) MEMBERS WILL BE PROVIDED WITH TARGETED PEER DISCUSSION TIME, PORTAL REVIEW, AND NASB ASSISTANCE IN ADDITION TO ACCESS TO THE TRAINING SESSIONS.

5:50 PM - TRAINING SESSIONS 1



THIS YEAR, EVERYTHING BUT THE KITCHEN SINK ... Bringing all the policy news that fits on Option and Part Time Enrollments, Youth Organization Access, Superintendent Pay Limits, Public Comment, Limited Class Removals and Suspensions, Student Discipline Hearings, and "Dyslexia" Data. I may need AI for all this, too. - *Jim Luebbe, Director of Policy Services*



EFFECTIVELY ENGAGING YOUR COMMUNITY ... A most challenging, yet vital role of the Board is to gather stakeholder/community direction on issues related to students, the learning environment, teacher retention, and academic success. To prepare board members to be the drivers of engagement, this session will cover public comment, and engagement of internal and external stakeholders to support the district's vision and goals. - *Kari Stephens & Caden Frank, Board Leadership Associates*



BOARD GOVERNANCE ESSENTIALS ... The Board's role and responsibilities stay the same, circumstances always change. Join us to discuss Board Member basics and questions & answers on a variety of topics. - *Marcia Herring, Director of Board Leadership & Shari Becker, Director of Education Leadership Search Service*

6:40 PM - TRAINING SESSIONS 2



CHRISTMAS CAME EARLY: A LOOK AT THE PRESENTS & COAL THE LEGISLATURE LEFT US THIS YEAR ... An unprecedented session led to the creation of large "Christmas Tree" bills which encompassed over 20 additional changes to the law, hung on as ornaments. From school discipline to teacher shortages, from Boy Scouts to Option Enrollment, come learn about the bills made up this tree and how they impact you. - *Colby Coash, Associate E.D./Director of Government Relations*



ALICAP'S SCHOOL SAFETY POOLING ... Who says insurance can't be fun?! In this session, Megan will cover (no pun intended) pooling basics, recent claims activity in Nebraska schools, and the importance of school safety in 2023. Insurance for the school is a necessity, but how can school leaders best position their district for success this year?! - *Megan Boldt, Associate E.D./Director of ALICAP/Insurance*



IT'S THAT TIME OF YEAR! ... It seems to always sneak up on us, that time of year for the annual superintendent evaluation. Or the board recently hired a new superintendent, is it time for a change? How can a new evaluation tool improve the experience, does the board encourage a superintendent self-assessment, do all board members participate, does the board's process include goals to support professional growth? Join us in this session to discuss the importance of superintendent evaluation and the value of a board self-assessment to support the effective leadership of the superintendent and board. - *Marcia Herring, Director of Board Leadership & Katie Corfield, Board Leadership Associate*





1311 STOCKWELL STREET
LINCOLN, NE 68502
WWW.NASBONLINE.ORG

RETURN SERVICE REQUESTED

2023 AREA MEMBERSHIP MEETINGS

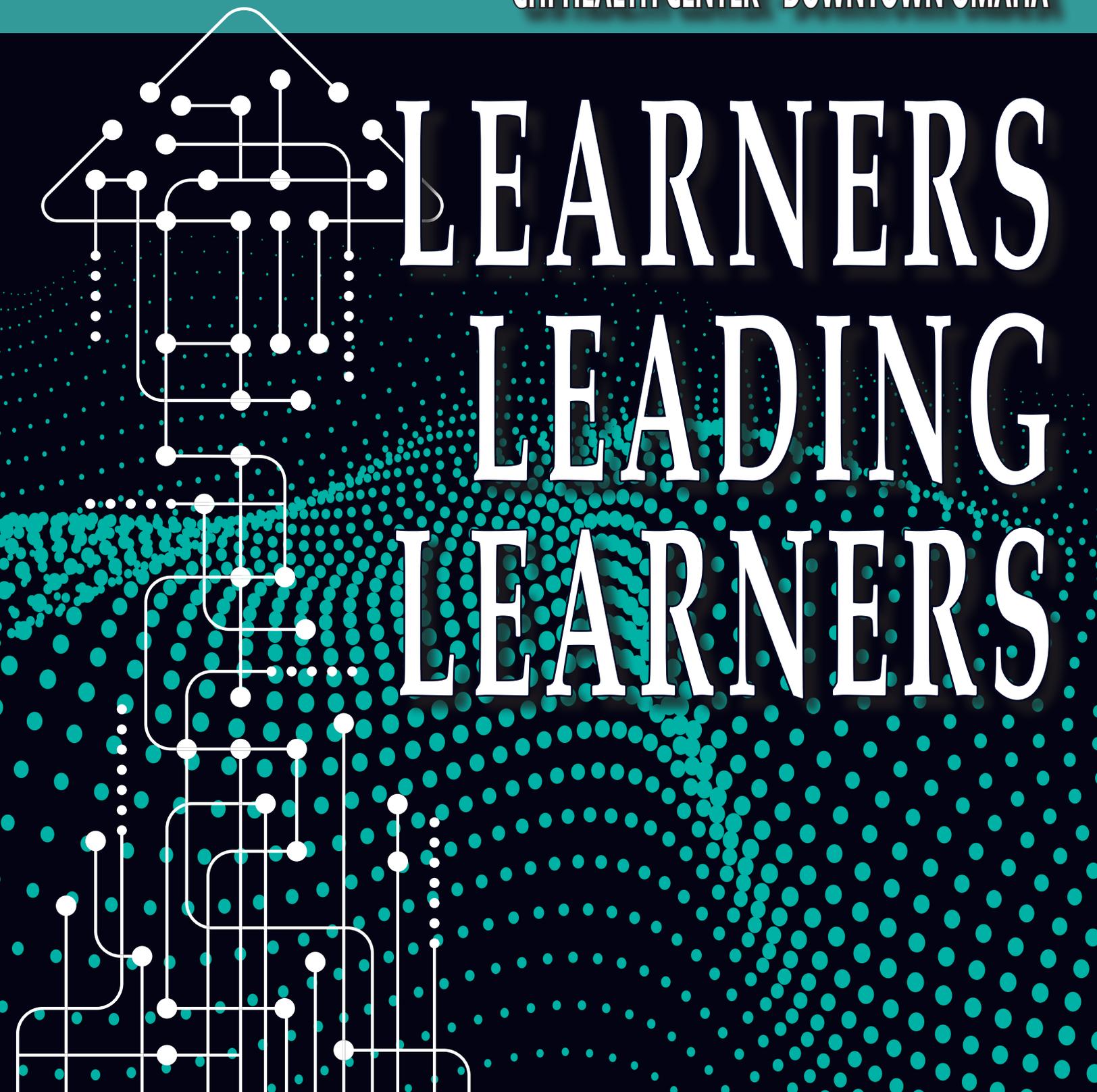
Training - Recognition - Networking - Engagement

Valentine - Gering - York - North Platte - Norfolk - Kearney - La Vista - Fremont - Nebraska City

VISION: ENGAGED



2023 STATE EDUCATION CONFERENCE
NOVEMBER 15-17
CHI HEALTH CENTER - DOWNTOWN OMAHA



LEARNERS LEADING LEARNERS



Co-Sponsored by the Nebraska Association of School Boards
and the Nebraska Association of School Administrators



REGISTRATION & RESERVATIONS

REGISTRATION FOR THE 2023 STATE EDUCATION CONFERENCE WILL OPEN WEDNESDAY, SEPTEMBER 13, 2023

To register, go to www.NASBOnline.org

Log in using your email and password, and click the 'Events' tab to register.



Registration fees for the conference are as follows:

REGISTER SEPTEMBER 13 THROUGH NOVEMBER 3	\$325	REGISTER NOVEMBER 4 THROUGH ON SITE	\$375
PRE-CONFERENCE REGISTRATION	\$100		
CANCELLATION FEE (PRIOR TO 11/4)	\$150	(No refunds after the registration deadline)	

HOTEL RESERVATIONS

TO RESERVE ACCOMMODATIONS AT THE CONFERENCE HOTELS YOU MUST FIRST REGISTER FOR THE CONFERENCE AS DESCRIBED ABOVE.

To qualify for a room, you must first register for the Conference.

Once your conference registration is complete, you will receive an email with your NASB Registration code and a Conference Hotel reservation link. The code will not be activated until 10:00 AM CT, Wednesday, September 27, 2023

SUBMIT YOUR CONFERENCE HOTEL ROOM REQUEST WEDNESDAY, SEPTEMBER 27, 2023.

THE OMAHA CONVENTION & VISITORS BUREAU WILL ACT AS THE HOUSING AGENT FOR ALL PROPERTIES.

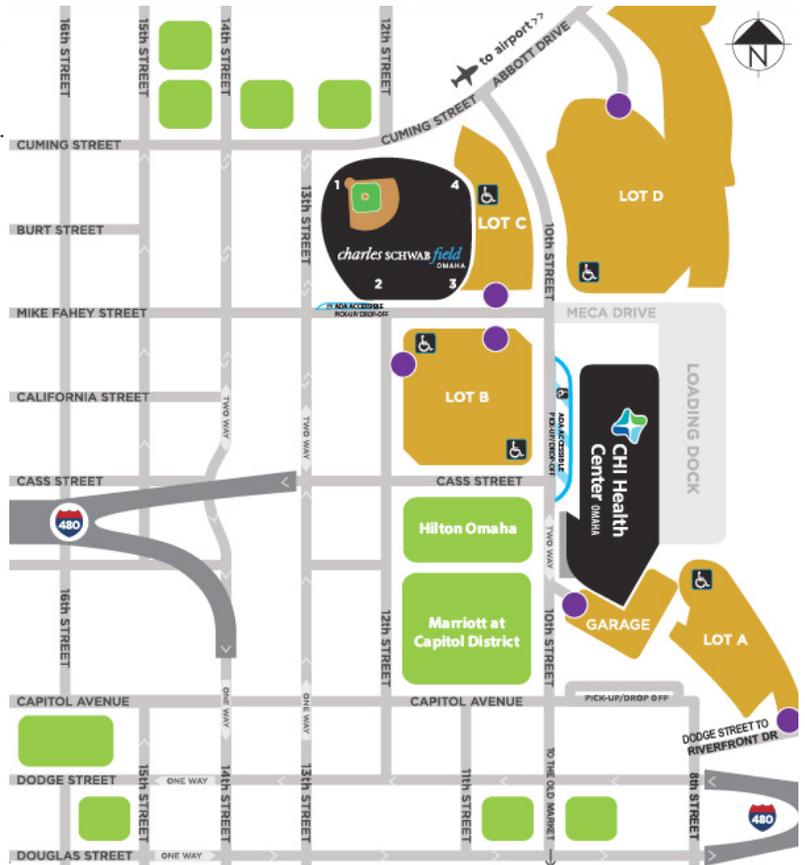
Hilton Omaha - 1001 Cass Street
\$151 per night

ROOM REQUESTS WILL BE ACCEPTED UNTIL OCTOBER 15, OR UNTIL FULL

Omaha Marriott Downtown - 222 North 10th Street
\$169 per night

ROOM REQUESTS WILL BE ACCEPTED UNTIL OCTOBER 24, OR UNTIL FULL

A RESERVATION AT ONE OF THE ABOVE IS NOT REQUIRED TO ATTEND THE STATE EDUCATION CONFERENCE



ADA ACCESSIBLE/PARKING
 GENERAL PARKING
 HOTELS
 LOT ENTRANCES

SCHEDULE AT A GLANCE / PRE-CONFERENCE SESSIONS

WEDNESDAY, NOVEMBER 15

Pre-Conference Sessions
1:00 to 4:00 PM

Exhibitor Reception
4:00 to 5:30 PM

THURSDAY, NOVEMBER 16

Board Member/Mentor Collaboration
7:15 to 8:15 AM

Opening Keynote Speaker
8:15 to 9:30 AM

A - Breakout Sessions
9:45 to 10:45 AM

B - Breakout Sessions
11:15 AM to 12:15 PM

Thursday Luncheon Keynote Speaker
12:30 to 2:00 PM

C - Breakout Sessions
2:15 to 3:15 PM

D - Breakout Sessions
3:30 to 4:30 PM

FRIDAY, NOVEMBER 17

Classroom Showcase
8:00 to 11:30 AM

NASB Delegate Assembly
8:00 to 9:30 AM

NASA Membership Meeting
8:00 to 9:30 AM

E - Breakout Sessions
9:15 to 10:15 AM

F - Breakout Sessions
10:30 to 11:30 AM

Friday Luncheon Keynote Speaker
11:45 AM to 1:15 PM

PRE-CONFERENCE SESSIONS WEDNESDAY, NOVEMBER 15 - 1:00 TO 4:00 PM

SPEAK OUT, REACH OUT!



Boards are facing a sense of urgency due to the ever increasing need to engage parents and community. Boards provide a platform for parents and patrons to speak out through public comment but how does a board reach out through appropriate measures to ensure parents and patrons feel heard? Beyond the board meeting how do boards reach out and maintain a continuous dialogue with parents and community? Join us for a robust session that will include current challenges related to public comment policy and procedures, purposeful parent-community engagement, and mock scenarios to provide practical strategies.

PRESENTERS: Marcia Herring, Caden Frank & Kari Stephens - NASB
Dana Wiseman & James Jones - Sutton Public Schools
Mike Hart & Brandon Desh - District OR1 Public Schools
Justin Knight - Perry Law Firm

EDUCATOR WORKFORCE STRATEGIES TO ATTRACT, DEVELOP, AND RETAIN A HIGH-QUALITY STAFF



National and state educator workforce data is important to solving issues that face Nebraska. You will hear Nebraska's story through data, be introduced to the national publication "5 Shifts to Address the National Educator Shortage", and share strategies that work to alleviate workforce challenges in our schools. Millard Public Schools representatives will share information about their homegrown programs that help them attract, develop, and retain teachers and administrators. A panel of administrators will share their journey toward implementing payment of student teachers including how they plan to fund the program in the future. Attendees will also learn about the NexGen Leadership Academy at UNK and how it provides a model for university and PK-12 school district partnerships to develop system-wide capacity and create a leadership and principal pipeline program.

PRESENTERS: John Schwartz, Kevin Clark & Kim Saum-Mills - Millard Public Schools;
Dan Schnoes - ESU #3; Andy Rikli - Papillion LaVista Community Schools;
Jami Jo Thompson - Norfolk Public Schools; Jeff Rippe - Bellevue Public Schools;
Jason Brown - Bertrand Community School; Charles Wakefield - Omaha Public Schools; Sara Skretta - UNL; Mike Teahon, Chelsea Feusner & Aprille Phillips - UNK

SUPERINTENDENT OF THE YEAR WILL BE RECOGNIZED AT THE THURSDAY LUNCHEON

NASB DELEGATE ASSEMBLY - FRIDAY, NOVEMBER 17 - 8:00 TO 9:30 AM

NASA MEMBERSHIP MEETING - FRIDAY, NOVEMBER 17 - 8:00 TO 9:30 AM

SCHOOL BOARD MEMBER OF THE YEAR WILL BE PRESENTED AT THE FRIDAY LUNCHEON

TO REGISTER FOR THE CONFERENCE VISIT WWW.NASBONLINE.ORG



BETTER TOGETHER PRINCESS SARAH

THURSDAY MORNING OPENING SPEAKER - 8:15 TO 9:30 AM

Princess Sarah has an extraordinary journey that has been featured on CNN, GMA, and BBC, among numerous other media outlets. She shares the story of reuniting with her birth father in "A Princess Found: An American Family, an African Chiefdom, and the Daughter Who Connected Them All". "A Princess Found" is now being adapted into a major motion picture for Disney Studios. Princess Sarah is a real-life Princess of Sierra Leone. In addition, she is a humanitarian, author, and speaker on building a culture of belonging. She uses her personal story of being adopted and growing up in a bi-racial family to illustrate understanding cultural differences.



THE MASTERPIECE IN YOU RICHARD HIGHT

THURSDAY LUNCHEON SPEAKER - 12:30 TO 2:00 PM

Internationally-known artist and keynote speaker Richard Hight hails from a military family with roots deep in the red dirt of Oklahoma. Overcoming challenges faced at a young age led to valuable lessons learned about focusing on strengths and recognizing possibilities, not limitations. His artistic gift allowed him to express his ideas, and his successes built his confidence. From this his mission emerged —Vision, Focus, Grit! Richard's impressionist approach to painting equips him to successfully communicate with his audience. When he performs for groups, he wants the audience to focus on the artistic process, not the finished canvas: he shows that trusting creative impulses can yield surprising and beautiful results. With his often humorous storytelling, he has entertained diverse audiences around the world. The vivid colors he selects, the broad flourishes that coalesce into a stunning image, and the passion Richard possesses: all of these harmonize into an imaginative encounter that inspires and compels those present. Richard is sure to ignite an artistic mindset in innovative leaders. Some events you attend - This one, you experience!



LEARNING FROM OUR NEW LEADERS GOVERNOR JIM PILLEN & COMMISSIONER BRIAN MAHER

FRIDAY LUNCHEON SPEAKER - 11:45 AM TO 1:15 PM

We are happy to welcome our new 2023 Nebraska leadership! Governor Jim Pillen will reflect on his first year along with vision and priorities for K-12 education moving forward. You will also have an opportunity to hear Brian Maher, Commissioner of Education, share his thoughts on education in our state and bring you up to speed on things at the Nebraska Department of Education.



BREAKOUT SESSIONS & TRACKS



BOARDSMANSHIP



CAREER & COLLEGE READINESS



COMMUNITY ENGAGEMENT



CURRICULUM



ESU



FACILITIES



LEGAL & POLICY



LEGISLATIVE & ADVOCACY



MANAGEMENT/ADMINISTRATION



NEW BOARD MEMBER



SAFETY



STUDENTS/EARLY CHILDHOOD



TECHNOLOGY



WELLNESS

A

A - BREAKOUT SESSIONS THURSDAY, NOVEMBER 16 - 9:45 TO 10:45 AM



A1 A SESSION LIKE NO OTHER

Despite an unprecedented filibuster resulting in the creation of large omnibus packages, the legislature passed several bills impacting K-12 education. From student discipline in the classroom to budget considerations in the board room, learn about all the bills districts will navigate. With an eye to 2024, Colby and Mike will breakdown the issues that will dominate the upcoming session.

PRESENTERS: Colby Coash - NASB; Mike Dulaney - NCSA



A2 ACCREDITATION 101: UNDERSTANDING THE MANDATORY REQUIREMENTS AND FLEXIBILITIES OF RULE 10

Whether you are a veteran administrator or new to the role, a Rule 10 review from the Office of Accountability, Accreditation and Program Approval can increase your confidence when building schedules, hiring teachers, and completing the annual Assurance Statement. This session will cover both the non-negotiables and built-in flexibilities of Nebraska's Rule 10: Regulations and Procedures for the Accreditation of Schools. NDE staff will also provide time for questions on current trends and challenges when reporting for compliance.

PRESENTER: Brad Dirksen - NDE



A3 IS MY DISTRICT DOING SOMETHING WRONG WITH SPECIAL EDUCATION?

It starts off with an angry phone call from a parent and now your Superintendent received notice that the Nebraska Department of Education has placed your district under corrective action in response to a special education complaint. Is your District alone? NDE investigated 35 cases during the 2022-2023 school year. In this session, attorneys from the Perry Law Firm will discuss the state complaint process for special education, the implications of corrective action, and how to avoid corrective action by implementing appropriate policies and procedures. This presentation will cover discipline for students with disabilities, accommodations, service logs, behavior intervention plans, and more!

PRESENTERS: Haleigh Carlson & Greg Perry - Perry Law Firm



TO REGISTER FOR THE CONFERENCE VISIT WWW.NASBONLINE.ORG

THURSDAY BREAKOUT SESSIONS



A4 AT THE BOARD TABLE – BEFORE, DURING, AND AFTER THE MEETING



Learn how the board can maximize time to ensure the regular board meeting agenda, utilization of best practice protocols and procedures, and how a collaborative culture between board members communicates a positive message to staff, parents, and patrons. The importance of integrating these components determines the board's effectiveness and the quality of education the district is providing. Join us to learn how to purposefully prepare for a board meeting that reflects cohesive board-superintendent leadership.

PRESENTERS: Marcia Herring & Stacie Higgins - NASB



A5 HOT TOPICS IN SCHOOL LAW



The (questionably) dynamic duo is back again this year to tell you all about recent updates in school law, including important court cases, new laws and legislation, and the legal issues boards and administrators should know about! Bring your questions, concerns, and lawyer jokes.

PRESENTERS: Steve Williams & Bobby Truhe - KSB School Law



A6 EDUCATOR SHORTAGE: IT'S TIME FOR ACTION!



The educator workforce shortage crisis is affecting schools and students across Nebraska. In this interactive session we will use the Nebraska Educator Shortage Summit Action Plan and AASPA's "5 Shifts to Address the National Educator Shortage" to discuss innovative ideas and recommendations for change at the local and state levels. You will also develop an action plan framework to address educator workforce challenges specific to your district. Join us as we exchange ideas, discuss strategies and implementation processes to continue the work of making sure all Nebraska districts have high quality educational leaders, teachers, and staff.

PRESENTER: Sara Skretta - UNL



A7 PUBLIC COMMENT: LEGAL CONSIDERATIONS UNDER THE OPEN MEETINGS ACT



In this session, we will walk through public comment as prescribed by the Open Meetings Act. Then, we will discuss real-world examples and how boards should handle both simple and complicated scenarios under the Open Meetings Act including complaints about staff members, discussions about student discipline matters, and threats of litigation.

PRESENTER: Justin Knight - Perry Law Firm



A8 DEVELOPING AND DEMONSTRATING LEARNING WITH TECHNOLOGY



The Westside Community Schools has a long history of using technology in instruction. This session will highlight examples of learning-focused iPad use with and by students in our current K-12 1:1 environment.

PRESENTERS: Paul Lindgren & Matthew Lee - Westside Community Schools



A9 BOARD AND COMMUNITY CULTURE IN CHALLENGING TIMES



In this session a panel of board members from across Nebraska will discuss the importance of a positive culture on school boards and in communities in these polarized times. The panel will share what has worked, what has caused challenges to success and strategies that have been implemented to improve the culture in their school and community.

PRESENTERS: Keith Rohwer & Cinde Wendell - NCSA



A10 MASTERING CHALLENGES TO IMPROVE LEARNING FACILITIES

After an extremely close second-attempt bond election ("One Vote Wonder!"), it was time to really get creative with our building projects. In order to accommodate the build of our new High School, teachers transitioned to a modified, alternate block schedule and students spent the 2022-2023 school year learning in a variety of creative locations across our community. Once the HS project phase was complete, it was time to start on construction and renovations for the Elementary School. We will share what worked, what had to be modified, and how our strong project partnerships resulted in success. Attend this session to not only learn about our construction project, but also how we used this exciting time to continue building support from our communities!

PRESENTER: Jeremy Christiansen & Dustin Thompson - Laurel-Concord-Coleridge; Steve Thiele & Ashley Abramson - Hausmann Construction; Bob Soukup - CWP Architects; Cody Wickham - D.A. Davidson

THURSDAY BREAKOUT SESSIONS

B

B - BREAKOUT SESSIONS THURSDAY, NOVEMBER 16 - 11:15 AM TO 12:15 PM



B1 THE NSAA IN ACTION

The NSAA will discuss the legislative process and current initiatives that support and assist NSAA member schools in day-to-day operations.

PRESENTER: Jennifer Schwartz – NSAA



B2 ONE DISTRICT'S CUSTOMIZED TIERED APPROACH TO SUPPORTING STUDENT AND STAFF MENTAL WELLNESS



The Ord Public Schools has a unique custom developed approach to supporting student and staff mental wellness by offering tiered levels of support. This includes three Guidance Counselors for the K-12 district, a contracted Licensed Mental Health Practitioner in district part-time, and unlimited counseling and wellness sessions both online and in-person through a contracted prepaid partnership with Wholeness Healing. The unlimited counseling available to all students and staff has been highly impactful with helping to support both students and staff that find themselves in need of support. We would like to share with other districts how we were able to achieve this financially, and with scheduling. This system has been four years in the making, but knowing what we know now, other districts can learn from our template and follow some well-designed steps to make it happen in their districts.

PRESENTER: Heather Nebesniak - Ord Public Schools



B3 HOW MUCH CAN I REALLY KNOW? PERSONNEL MATTERS FOR SCHOOL BOARDS

This session will walk through the Nebraska Teacher Tenure Act and discuss the board's role in a personnel matter.

PRESENTER: Josh Schauer & Greg Perry - Perry Law Firm



B4 EFFECTIVE STAKEHOLDER ENGAGEMENT

A high-quality education does not stop after the last bell. The best education uses all of the contributions of a wide variety of stakeholders to support students. Yet, how do we communicate the many different efforts of education to our stakeholders? Moreover, how do we build commitment from our community for district initiatives? Join the Board Leadership Team as we explore the effective engagement of stakeholders and how to build meaningful relationships between the district and community.

PRESENTERS: Marcia Herring, Caden Frank & Kari Stephens - NASB



B5 KSB GOES TO HOLLYWOOD: PUBLIC COMMENT IN ACTION!

Public comment, our favorite topic! What, exactly, is permissible? What does a patron have to disclose before speaking? Is repetition permitted? What if they want to talk about students or staff members--we can stop that, right? This session will be interactive and display the horrible acting chops of the attorneys from KSB. We'll actually demonstrate and talk through how we recommend boards and administrators handle tricky situations dealing with public comment at board meetings (and a few bonus scenes board members deal with all the time).

PRESENTERS: Bobby Truhe, Karen Haase, Steve Williams, Coady Pruett, Jordan Johnson & Sara Hento - KSB School Law



B6 LEAD NEBRASKA: LEADERSHIP DEVELOPMENT TO ADDRESS ED PIPELINE SHORTAGES FOR ADMINISTRATOR CANDIDATES



ESU 6, in partnership with UNL Educational Administration and NCSA, have implemented an innovative program to address Ed leadership shortage challenges. The grant focuses on developing teacher leaders and fostering readiness for pursuing educational leadership through Ed Ad program pathways. Content was delivered through a series of seminars focusing on foundational skills of school leadership. Learn how ESU 6 and UNL are partnering to promote the next generation of Nebraska Ed Leaders!

PRESENTERS: Scott Sturgeon & Nick Pace - UNL; John Skretta - ESU 6

TO REGISTER FOR THE CONFERENCE VISIT WWW.NASBONLINE.ORG

THURSDAY BREAKOUT SESSIONS



B7 BOARD MEMBERS, SOCIAL MEDIA AND FREE SPEECH

Social media has become such a prevalent communication platform in today's society. Questions can and do arise with whether an elected public official's social media site is purely personal or has spilled over to the public domain. In this session, we will discuss some of these issues and how courts are addressing this. We will also discuss other communication media, including emails, text messages and the like.

PRESENTERS: Derek Aldridge & Josh Schauer - Perry Law Firm



B8 WOOD RIVER RURAL SCHOOLS RESPONDS TO HEALTH CARE WORKER DEMAND WITH CNA PROGRAM

To help meet demand for medical field workers, Wood River Rural Schools has established a Certified Nursing Assistant program. This was a collaboration with Central Community College, the Wood River community, and generous local donors. With this in-school opportunity, students are prepared for high demand, high pay, high skill careers in medical care. For those students who have a career interest in medicine, becoming a CNA gives them a valuable experience that opens many doors in their future. Join Shelby Allan, WRRSD School Nurse, plus past and current students as they discuss the ins and outs of this program.

PRESENTER: Shelby Allan & Terry Zessin - Wood River Rural Schools



B9 WHEN YOUR SCHOOL'S SAFETY IS UNDER ATTACK...WHAT I WISH I WOULD HAVE KNOWN PRIOR

We often say "it will never happen to us." We all have safety teams, crisis teams, and threat assessment teams...but things still happen. There is only so much the pieces of training and manuals can provide when a crisis strikes. This session will provide all the things I learned and wish I would have known prior to an incident that we all thought "would never happen to us."

PRESENTER: Stephanie Kaczor - Riverside Public Schools



B10 DIGITAL WISE PARENTING TO CREATE DIGITALLY FIT STUDENTS

What do adults need to be aware of when devices are a big part of children's lives? The core of many of the issues seen in schools originate from digital platforms, apps, and media. Exposure to digital nuances impact all of us on a behavioral, mental, and emotional level. Developing our digital wisdom will make us more mindful of the best practices to assist students with better digital: citizenship, literacy, privacy, and navigation within the virtual world to be safer and more secure in the real world. We will discuss: platform pressures, synthetic media, emotional exploitation, and digital fitness. Digital parent academies are needed to give them the tools to build a child's digital wisdom framework for safe platform participation.

PRESENTER: Jay Martin - NDE



LEARNERS LEADING LEARNERS

THURSDAY BREAKOUT SESSIONS

SUPERINTENDENT OF THE YEAR WILL BE RECOGNIZED AT THE THURSDAY LUNCHEON



Previous Winners Include:

2024 - ANDY RIKLI, PAPILLION LA VISTA
2023 - MARK LENIHAN, WAYNE
2022 - TERRY HAACK, BENNINGTON
2021 - JIM SUTFIN, MILLARD
2020 - MARK ADLER, RALSTON
2019 - MIKE TEAHON, GOTHENBURG
2018 - JOHN SKRETTA, NORRIS
2017 - CAROLINE WINCHESTER, CHADRON
2016 - JAY BELLAR, BATTLE CREEK
2015 - BRIAN MAHER, KEARNEY
2014 - STEVE BAKER, ELKHORN
2013 - KEVIN RILEY, GRETNA

2012 - BILL MOWINKEL, GRAND ISLAND NW
2011 - MIKE CUNNING, HERSHEY
2010 - KEITH LUTZ, MILLARD
2009 - STEVE RECTOR, SOUTH SIOUX CITY
2008 - LARRY RAMAEKERS, AURORA
2007 - ROGER BREED, ELKHORN
2006 - RICHARD EISENHAUER, LEXINGTON
2005 - ROY BAKER, NORRIS
2004 - DAN ERNST, WAVERLY
2003 - RANDY NELSON, NORFOLK
2002 - PHILIP SCHOO, LINCOLN
2001 - KEITH ROHWER, NEBRASKA CITY

2000 - STEVE, JOEL, BEATRICE
1999 - KENNETH ANDERSON, HASTINGS
1998 - KEN BIRD, WESTSIDE
1997 - RICK BLACK, CONESTOGA
1996 - GARY HAMMACK, KEARNEY
1995 - MARTIN PETERSEN, ALLIANCE
1994 - VANDLE PHILLIPS, SOUTH SIOUX CITY
1993 - FRED BELLUM, COLUMBUS
1992 - GLENN LARSEN, ADAMS CENTRAL
1991 - NORBERT SCHUERMAN, OMAHA
1990 - DOUG CHRISTENSEN, NORTH PLATTE
1989 - DONALD STROH, MILLARD



C - BREAKOUT SESSIONS THURSDAY, NOVEMBER 16 - 2:15 TO 3:15 PM



C1 STUDENT VOICES

Students from Nebraska high schools share their perspectives on issues that are important to the leaders of tomorrow.



C2 ADDRESSING DIVERSE POPULATIONS IN RURAL DISTRICTS TO ENSURE QUALITY EDUCATION IN GRADES PK-12



Lexington Public Schools will share how it is addressing the needs of the whole child in a rural district with a diverse population and student needs. From programs that support EL/Migrant populations to students experiencing poverty and trauma, LPS representatives will share some of the programs and approaches they have implemented to ensure all students are prepared to learn and succeed.

PRESENTERS: John Hakonson, Angie Kovarik, Annette Fitzgerald - Lexington Public Schools



C3 ATHLETICS, ACTIVITIES, AND THE LAW

School athletics and activities present unique legal challenges. From name image and likeness (NIL) to transgender participation, these are hot button issues that impact all schools. In this session, we will discuss those matters along with important topics such as Title IX, booster club funds, and activities discipline. These are emerging areas of the law that are constantly impacted by court decisions and legislative activities, and it is important to stay ahead of the game (pun intended) on these topics.

PRESENTERS: Josh Schauer & Derek Aldridge - Perry Law Firm



C4 WALKING ALONGSIDE THE BOARD THROUGH SUPERINTENDENT EVALUATION AND BOARD SELF-ASSESSMENT

Evaluating the superintendent is one of the primary functions of the board. Eliminate the obstacles that distract the board from administering an efficient and effective evaluation process. Are you allowing the superintendent to complete a self-assessment and do all board members participate in the evaluation of the superintendent? Join us to discuss the importance of the evaluation tool, protocols, and procedures for administering a fair and professional evaluation, plus adoption of goals to support superintendent accountability for growth of the district and his/her professional leadership.

PRESENTERS: Marcia Herring & Katie Corfield - NASB

TO REGISTER FOR THE CONFERENCE VISIT WWW.NASBONLINE.ORG

THURSDAY BREAKOUT SESSIONS



C5 PERSONNEL MATTERS: FACT, FICTION, AND FUNCTION

Quality staff members make all the difference, and boards and administrators appropriately spend a lot of time, energy, and money ensuring students receive a top-notch education from excellent educators. It doesn't always work out that each educator is a fit for each school, and vice-versa. This presentation will make sure everyone understands their role and responsibilities during personnel cases, from the evaluation process through the school board hearing, focusing on key elements that prove difficult or frustrating every time. Whether you've been through it or not, there's always more to know!

PRESENTERS: Karen Haase, Steve Williams & Jordan Johnson - KSB School Law



C6 RETAINING & HIRING MUSIC TEACHERS IN SMALL SCHOOLS

Music education is an integral part of a student's physical, mental, and emotional health. There is a concern across the state that small schools (especially those in more rural areas) are not filling their music positions. NSBA (Nebraska State Bandmasters Association), along with some administrators from across the state are going to share the efforts that are being made to prevent their small schools from being a "stepping stone" job and instead make it a "forever" job where their music teacher(s) can build a program and have a desire to stay.

PRESENTERS: Emiley Bond - Nebraska State Bandmaster Association; Anna Sake - Palmer Public Schools



C7 WHAT HAPPENS IN CLOSED SESSION, STAYS IN CLOSED SESSION?

Closed session can be a very complicated area of the law. In this session, we will walk through the legal requirements and case studies involving entering into closed session, discussions during closed session, "leaks" from closed session, and other legal and practical issues that may arise during (or after) closed session. We will also discuss how to make the proper motion to enter into closed session, how to exit closed session, and how closed session entrance and exit should appear in minutes.

PRESENTER: Justin Knight - Perry Law Firm



C8 REFRAMING THE FOUR-DAY WEEK DEBATE: STUDENT ENRICHMENT AND SUPPORTING THE PROFESSION

The move to a four-day school week and implementation of Optional Enrichment Fridays has realized some positive outcomes for both students and teachers! Our district's innovative approach to providing enrichment opportunities for students, meeting the needs of families, and tackling dwindling enrollment is now in its fifth year. This session provides an overview of implementing a radical change through the lenses of current research, community consultation, student engagement, and district leadership. The lessons learned in the process and plans for the future will be presented.

PRESENTER: Evelyn Browne - Banner County School



C9 LIKE FREE, BUT STILL HIGH QUALITY?

The current reality in education is; tight budgets, staff shortages, unfunded mandates, and expensive materials. ESU 5 has looked at Open Education Resources (materials FREELY available online). We have vetted these units for quality and have put together a coherent K-12 science curriculum from these FREE units. Most of our units are already ranked "high quality." Interested in getting access to our FREE, vetted curriculum for your school? Come to this session and you will leave with FREE access to the units we have collected as well as our suggested scope and sequence for implementation.

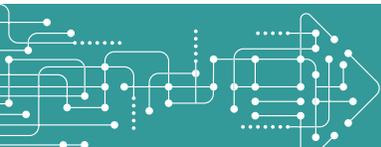
PRESENTER: Annette Weise - ESU 5



C10 ESU BOARD MEMBER UPDATE

Attend this session for a review of events from the past year and a preview of the programs of interest to ESUs across the state.

MODERATOR: Jim Luebbe - NASB



D

D - BREAKOUT SESSIONS THURSDAY, NOVEMBER 16 - 3:30 TO 4:30 PM



D1 WHO WILL BE YOUR DISTRICT'S NEXT SUPERINTENDENT?

Are you concerned about hiring a high-quality superintendent should your current superintendent resign? If so, then the Nebraska Association of Professors of School Leadership (NAPSL) would like to partner with you in developing solutions that will ensure future high-quality leaders for our Nebraska schools. During this session, NAPSL will facilitate conversations focused on Nebraska school leaders. The session will review Nebraska's history of superintendents along with examining how future Nebraska superintendents must be more diverse to keep up with demand. Board members and superintendents are encouraged to attend.

PRESENTERS: Michael Sieh - Wayne State College; Kevin Riley - UNO; Shavonna Holman - UNL



D2 EHA BENEFITS UPDATE

Overview of the health and dental plans available to EHA schools, member engagement programs, and an opportunity to address your benefit questions.

PRESENTERS: Brett Young - BCBS; Greg Long - EHA



D3 SCHOOL LAW JEOPARDY FOR BOARD PRESIDENTS

This session is targeted to current and aspiring school board presidents. From preparing agendas, managing public comment, and serving as the "chair" of the board, we will walk through a board president's legal "dos" and "donts."

PRESENTER: Justin Knight & Josh Schauer - Perry Law Firm



D4 DIGITIZING AND STREAMLINING YOUR BOARD MEETINGS AND STAFF NEGOTIATIONS

The days of using paper and manual calculations are slowly coming to an end. In this session, you will learn the features and benefits of the Sparq Meetings and Negotiations platforms; some of our tips and tricks for becoming more proficient and efficient; and what new changes have been added that make your life easier.

PRESENTERS: Nicole Kobus & Darion Miller - Sparq Data Solutions



D5 DUELING PIANOS, SCHOOL LAW STYLE

You've got the requests; they've got the keys. Jim and Karen will have some pre-planned topics to cover, and then they will open it up for requests! From personnel/student issues to the First Amendment, anything goes. Bring your questions and requests, and Karen and Jim will keep it 100 (or at least PG-13).

PRESENTERS: Jim Gessford - Perry Law Firm; Karen Haase - KSB School Law



D6 WHY DO SCHOOL BOARDS NEED TO PAY ATTENTION TO BIRTH TO FIVE?

You can't care about children's reading proficiency, academic success, and high school graduation rates without caring about quality early childhood education. The foundation for all future learning is built during children's earliest years. Yet, Nebraska does not have enough programs. Get insights from a new survey that shows Nebraska voters want early education supported like K-12 and higher education. Hear from school leaders about how they are leveraging funding sources and partnerships to build a birth-through-third grade continuum. Also learn how We Care for Kids can help.

PRESENTER: Kara Ficke - We Care For Kids



D7 HELPING HANDS

The North Platte Public School district's Helping Hands program is designed to have one college-aged student come into the classroom to serve as a positive mentor/role model to students with behavior needs. The Helper will support the student in the classroom by helping to keep the student on task, assist the student with coping skills, follow and implement Behavior Improvement Plans, and help identify the good things the student does during their time with them. The college students have received training from local Licensed Mental Health Providers.

PRESENTERS: Todd Rhodes & Brandy Buscher - North Platte Public Schools

FRIDAY BREAKOUT SESSIONS



CLASSROOM SHOWCASE FRIDAY, NOVEMBER 17 - 8:00 TO 11:30 AM



NASB DELEGATE ASSEMBLY FRIDAY, NOVEMBER 17 - 8:00 TO 9:30 AM



NASA MEMBERSHIP MEETING FRIDAY, NOVEMBER 17 - 8:00 TO 9:30 AM



E - BREAKOUT SESSIONS FRIDAY, NOVEMBER 17 - 9:15 TO 10:15 AM



E1 LOCAL VETERANS' HISTORY PROJECT

The Congressional Veterans History Project 2000 was designed to record the memories of WWII Veterans across the Nation. Unfortunately, most schools are still unfamiliar with this project and these memories are lost. Using the interview questionnaire from the CVHP our High School has interviewed around 60 area veterans who served in WWII to the present day. What we have learned is our students and veterans develop a unique relationship and learning opportunity. Students develop these skills: organizing, greeting, interviewing, listening, recording, writing, summarizing, and thanking. Skills that reach across the curriculum. Veterans benefit by seeing our community's youth being attentive and appreciative of the sacrifices service requires.

PRESENTERS: Lance Swanson - South Sioux City Community Schools; Dwight Freiberg & Steve Shadle - Siouxland Freedom Park



E2 BOARD COMMITTEES - HOW TO EFFECTIVELY UTILIZE COMMITTEES



One Board's journey from near non-existent committee meetings to routine committee meeting utilization. Learn about the effect on board cohesiveness and communication, Board/Superintendent relations, community engagement and the evolution to more effective and efficient Board meetings.

PRESENTER: Alicia Beavers - Elm Creek Public Schools



E3 HOT TOPICS IN SCHOOL CONSTRUCTION AND FINANCING

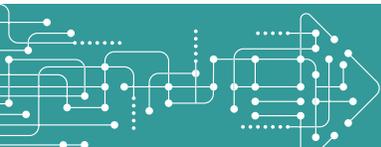


Administrator Polk & Buildings and
Grounds Committee



In this session, we will discuss some of the basics of the statutory requirements for school districts contemplating facility construction projects. We will also discuss considerations of financing, including bond issue elections, assistance in this approach for school districts and the dos and don'ts for school districts. Finally, we will discuss some pitfalls that can occur in school construction.

PRESENTER: Derek Aldridge - Perry Law Firm





E4 ACCESS TO OVERALL WELL-BEING



ESU 2 Team ACCESS (All Children Celebrated Educated Safe & Successful) is a program to support students, families, and districts by expanding services and programs that aim to address overall well-being. Team Access was created as a single entry point for our school districts to access our social support services. Our goal is to work together behind the scenes, to make it easier for schools to navigate our many social support programs. The presentation will review how ESU 2 Team ACCESS staff help coordinate services, provide educator training, and support through small group instruction or mental health counseling.

PRESENTERS: Taira Masek & Megan Reese - ESU 2



E5 PAIN IN THE APP, V. 9.0



It's hard to believe it, but this annual favorite is now a 3rd grader! We will take board members and administrators through the most relevant and recent cases with information related to the intersection of schools and student use of technology and social media.

PRESENTERS: Karen Haase & Sara Hento - KSB School Law



E6 RECOGNITION: IT'S MORE THAN JUST A THANK YOU

Workplace wellbeing is a hot topic in many school districts. Terms such as "self-care" are casually thrown around, but what is the right way to show meaningful appreciation to staff members? According to a recent Gallup survey, only 31% of U.S. teachers report feeling engaged at work. This means, almost 70% of teachers are going to work burned out or feeling depleted. In this session, attendees will learn the best practices in workplace recognition, strengths-based leadership, and engagement.

PRESENTER: Hannah Miller - TeamMates Mentoring



E7 ARTIFICIAL INTELLIGENCE (AI) & REMOTE LEARNING ISSUES - WHERE ARE WE HEADED?



Social media and Artificial Intelligence (AI) technology are changing the global framework of public education at a faster pace than ever before in history. From AI software programs designed to modify instructional delivery to meet each individual student's needs, to now, students using AI to complete their homework. Are we set for teacher email signature lines like "I'm teleworking on Mondays and Wednesdays," now common place in the private sector? We will explore the parameters of where public education is heading.

PRESENTERS: Jim Gessford & Justin Knight - Perry Law Firm



E8 MISSION: MENTAL HEALTH

Mission: Mental Health is an original mental health initiative that was implemented at Lakeview Community Schools during the school year. Administrators and school counselors worked together to create this initiative to help prevent staff burnout and boost staff morale throughout the district. The initiative provided quarterly incentivized challenges to help staff members focus on taking care of themselves, checking in on their coworkers, and bringing awareness to mental health. The initiative was supported by community businesses with donations as incentives for staff. Mission: Mental Health was positively viewed by staff members, improved culture, and promoted mental health wellness.

PRESENTERS: Aaron Plas - Bennington Public Schools; Mollie Rambour, Paige Rambour & Miranda Hellbusch - Lakeview Community Schools



F

F - BREAKOUT SESSIONS FRIDAY, NOVEMBER 17 - 10:30 TO 11:30 AM



F1 WELLNESS 4ALL MENTAL HEALTH PROGRAM

Attendees will learn about the impactful Wellness 4ALL mental health program that began in 2017 at Educational Service Unit 5 (ESU5). Fast forward six years, the program supports all 10 districts in ESU5, and an additional three districts outside of ESU5.

PRESENTERS: Jen McNally, Brenda McNiff & Jamie Mapp - ESU 5



F2 ADDRESSING THE SUBSTITUTE TEACHER SHORTAGE, SERVING DIVERSE LEARNERS

Since December 2020, Central Community College has helped metro and rural schools address the critical substitute teacher shortage. Come and learn how CCC quickly responded by creating an accessible, engaging, informative human relations course. More than just a training, the course's design helps students gain a basic understanding of cultures' contributions to our pluralistic society as well as provide beginning strategies to advocate for human dignity and individual rights. Presenters will share a course outline and student stories of growth. The course is offered most every month and has been delivered to over 1,500 students and substitute candidates.

PRESENTER: Abie Ott - Central Community College



F3 NEGOTIATIONS FOR BOARD MEMBERS

Negotiations is one of the most important functions of a school board. In fact, "personnel" is the largest item of a school district's budget. This session will walk through the statutory requirements for negotiations. We will also give boards an update on negotiations "hot topics" and ideas for the 2023-2024 negotiations season.

PRESENTER: Justin Knight - Perry Law Firm



F4 CHECKING THE PULSE OF YOUR DISTRICT

Over the past 3 years education has changed. Boards, administrators, teachers, and students have handled situations and issues no one thought possible. So how is your district doing? How are you: Board Member? Superintendent? How are your Administrators? Staff Members? Students? Research shows that engaging all stakeholders is one way to "check the pulse of the district," grow student success, keep teachers, and gauge well-being of the school district. This session will address the importance of stakeholder engagement to help districts continue to better their climate and culture and grow student success.

PRESENTERS: Kari Stephens & Marcia Herring - NASB



F5 PICKING YOUR OWN CONTRACTOR

Do you have a new construction project or a large renovation coming up? Do you need some construction management input before finalizing your design? Do you want the opportunity to select your construction manager based on experience and quality rather than just the lowest responsible bidder? Steve Williams and Coady Pruett will discuss the construction management at risk option for school districts, including when you can use a CM, the selection process, advantages, and how to avoid pitfalls. Any school board members or administrators who are thinking about an upcoming construction project or renovation should attend this session.

PRESENTERS: Steve Williams & Coady Pruett - KSB School Law



F6 ORIENTATION AND MENTORING...STARTING OFF ON THE RIGHT FOOT

As board members, new or old, are there expectations for you as a board member that have been shared by board leadership or by the superintendent/administrator? Do you know where to access policies, staff information, board meeting minutes/agendas? Is there training you need to attend? What are the goals of the board? This session will provide a practical template for Board Orientation and Mentoring for school district or ESU boards. Please join us for this practical learning session, to enhance your school board member onboarding process.

PRESENTER: Larianne Polk - ESU 7

FRIDAY BREAKOUT SESSIONS



F7 WE DON'T HAVE A POLICY ON TRANSGENDER STUDENTS, BUT SHOULD WE?

The law and guidance surrounding transgender students is changing faster than ever before. In this presentation, attorneys from the Perry Law Firm will address the current status of the law concerning transgender students and will address when, if ever, your board should consider adopting a policy regarding the rights and privileges of transgender students.

PRESENTERS: Greg Perry & Haleigh Carlson - Perry Law Firm



F8 A LISTENING SESSION WITH MEMBERS OF THE STATE BOARD OF EDUCATION

Share your thoughts on statewide education policy with members of the State Board of Education. State Board members are particularly interested in what is currently affecting local school boards and districts, and the solutions you have to offer for these issues. Topics may include school accountability, accreditation, and approval; educator certification; and statewide assessment, among others. Attending this session is a great opportunity for you to have your voice heard among members of the State Board of Education.

PRESENTERS: Ryan Foor - NDE; Patti Gubbels - State Board of Education



ANN MACTIER - SCHOOL BOARD MEMBER OF THE YEAR WILL BE PRESENTED AT THE FRIDAY LUNCHEON

Previous Winners Include:

2022 - MARCIA MAHON, SOUTH SIOUX CITY
2021 - STEVE KOCH, HERSHEY
2020 - MARIAN HOLSTEIN, WINNEBAGO
2019 - VALERIE FISHER, PAPPILLON-LA VISTA
2018 - KATHY DANER, LINCOLN
2017 - BONNIE HINKLE, GRAND ISLAND
2016 - TERRI HAYNES, CHADRON

2015 - LINDA RICHARDS, RALSTON
2014 - BRAD KRIVOHLAVEK, NORFOLK
2013 - PATTY BENTZINGER, NORRIS
2012 - KATHY BARTEK, FALLS CITY
2011 - JULIE AGARD, KEARNEY
2010 - KIM FASSE, ELKHORN
2009 - RON PEARSON, ESU #3

2008 - SANDRA JENSEN, OMAHA
2007 - JOHN HANSEN, BELLEVUE
2006 - FRED TAFOYA, PAPPILLON-LA VISTA
2005 - WAYNE ERICKSON, WISNER-PILGER
2004 - ANN MACTIER, OMAHA

REGISTERING FOR THE CONFERENCE

REGISTRATION FOR THE 2023 STATE EDUCATION CONFERENCE WILL OPEN WEDNESDAY, SEPTEMBER 13, 2023

To register, go to the NASB website at www.NASBonline.org and log in using your email and password, and click the State Education Conference link.

AS YOU REGISTER, BE SURE TO MAKE PLANS TO ATTEND THE EXHIBITOR RECEPTION FROM 4:00 TO 5:30 PM ON WEDNESDAY, NOVEMBER 15. IF YOU HAVE SPECIAL DIETARY NEEDS DUE TO A MEDICAL CONDITION, CONTACT ABI CARLSON AT 800-422-4572 TO ARRANGE ALTERNATIVE MENUS.



TO REGISTER FOR THE CONFERENCE VISIT WWW.NASBONLINE.ORG



1311 STOCKWELL STREET
LINCOLN, NE 68502
WWW.NASBONLINE.ORG

RETURN SERVICE REQUESTED

2023 STATE EDUCATION CONFERENCE
NOVEMBER 15-17
CHI HEALTH CENTER - DOWNTOWN OMAHA

LEARNERS LEADING LEARNERS



Co-Sponsored by the Nebraska Association of School Boards
and the Nebraska Association of School Administrators





ESU 7 Goals 2023-2024

Board of Directors

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

Administrator

- Goal 1: By 2024, use a process to allocate human, fiscal and physical resources in order to maintain (optimize) and develop (innovate) quality services
 - Actions:
 - Operationalize a data rich system to determine services to sunset, modify, and add.
 - Leadership to attend and establish the AESA Business Strategy Framework to learn of alternative funding options
 - Implement system to measure impact of services delivered
 - Work with the board to create long term plan for physical resource allocation
 - Strengthen long term plan for human capital allocation.

Directors

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

Agency Team

- Goal 1: By January 2025, ESU 7 will host a professional development regional conference for stakeholder schools and internal ESU 7 staff.



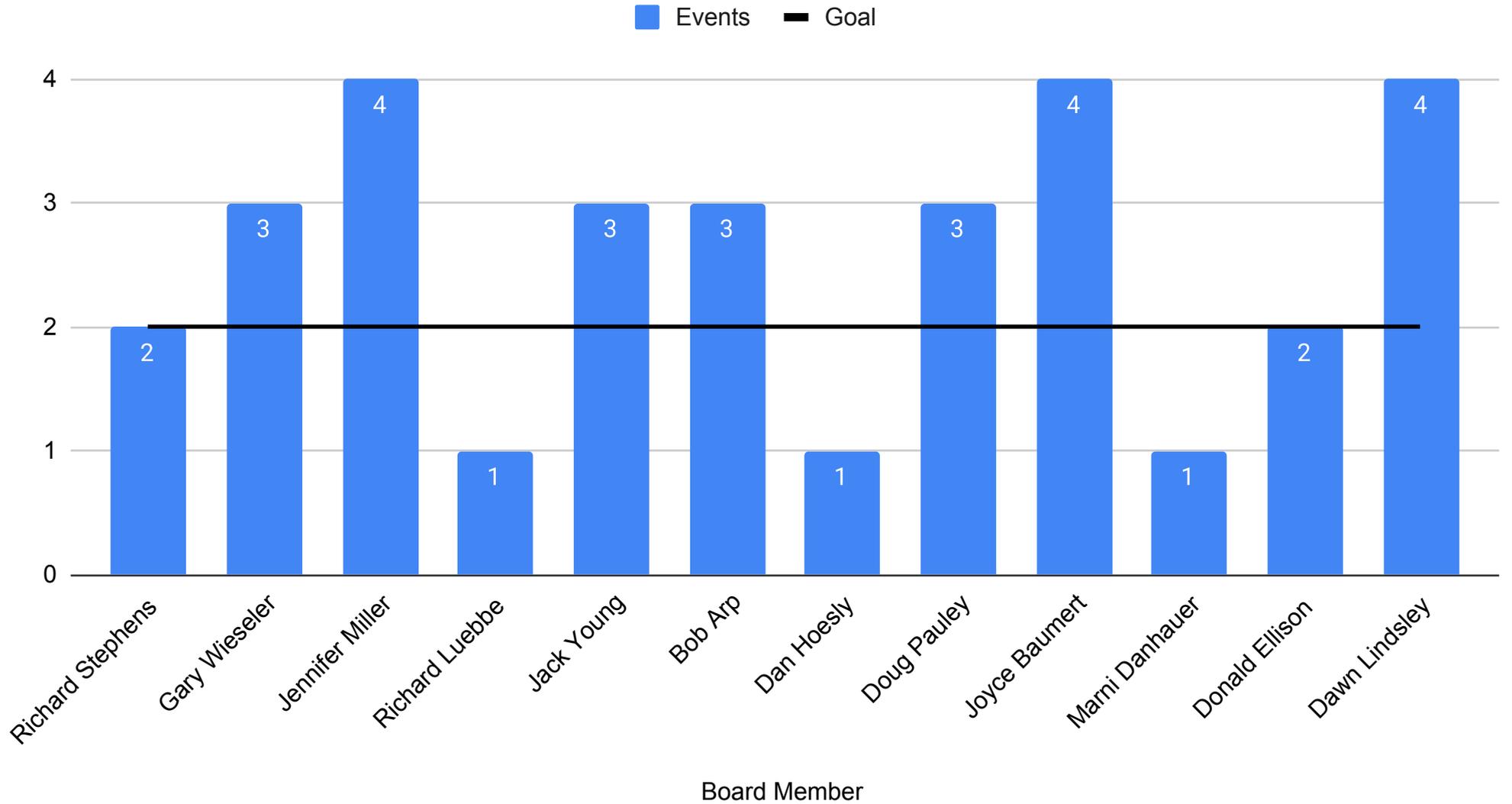
Departments

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



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

Goal 2 - Professional Events 2022-2023





Administrator Evaluation

PURPOSE

The purpose of evaluating the administrator is not to micromanage the organization, but to provide oversight and public assurance that the policies are being effectively implemented. The evaluation process offers the Board the avenue to strengthen communication with the administrator and is an ongoing process to enable the board the occasion to provide formal feedback for professional growth (Herring, p. 24). *

PREFACE

The purpose of the following evaluation is to provide a written commentary of the performance of the Administrator of Educational Service Unit 7, as perceived by the Educational Service Unit 7 Board of Directors. The Board is committed to the confidentiality of all statements, but believes the Administrator is free to share any comments with any individual or group that he/she deems appropriate.

RESOURCES FOR THE BOARD'S REVIEW

- Evaluation Policy
- Administrator's contract
- Administrator job description
- Administrator goal(s)
- Evaluation tool

PROCESS: All board members will participate in the evaluation process.

- August Evaluation Committee and Administrator review Evaluation Tool and Evaluation Policy/Procedures.
- September Full Board is provided a paper copy of the evaluation.
Quarterly Report
- October Administrator sends digital evaluation and evaluation resources to the Evaluation Committee Chair in the first week of October. The chair then forwards on to full Board for completion by October Board Meeting. Administrator completes Evaluation Tool as self-assessment and sends to Evaluation Committee on or before October 31.
- November Committee Chair will send the completed Administrator self-assessment to full Board after November 1. Evaluation Committee compiles results of full Board completed evaluations prior to the November Board Meeting.



- December Evaluation Committee meets prior to December Board Meeting to review with Administrator the results of evaluation. Report to full Board in December Board Meeting following Closed Session requirements with Administrator present.
Quarterly Report
- January Confirm Evaluation Committee members. Administrator provides Evaluation Committee with goals and shares with Board at January Board Meeting.
- March *Quarterly Report*
- June *Quarterly Report*

LEVELS DEFINED:

- Unsatisfactory Does not meet component expectations of job description, does not follow through.
- Basic Meets component expectations with little or no growth.
- Proficient Component is implemented consistently with strong leadership.
- Distinguished Component's expectations are exceeded. New strategies are created. Expertise is demonstrated. Knowledge is wide and deep. Work is innovative.
- Not Observed Standard not scored



QUESTIONS ON THE ELECTRONIC EVALUATION:

I. RELATIONS WITH THE BOARD				
Component 1. Communicates with the Board regarding current/new trends in education, programs, procedures, policies, budget, labor relations, staff, and statewide issues.				
*Unsatisfactory	Basic	Proficient	*Distinguished	Not Observed
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
II. COMMUNITY RELATIONSHIPS				
Component 2. Maintains two-way interactions with member districts, business partners, stakeholders, media, and legislators.				
*Unsatisfactory	Basic	Proficient	*Distinguished	Not Observed
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
III. STAFF AND PERSONNEL RELATIONSHIPS				
Component 3. Provides direction to Leadership Team, resulting in high quality work.				
*Unsatisfactory	Basic	Proficient	*Distinguished	Not Observed
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
IV. EDUCATIONAL LEADERSHIP				
Component 4. Provides the vision and leadership supporting schools in their efforts to meet the educational needs of all students.				
*Unsatisfactory	Basic	Proficient	*Distinguished	Not Observed
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
V. BUSINESS AND FINANCE				
Component 5. Maintains budgetary controls; monitors activities, initiates timely and effective correcting actions, stays within budget, makes budgetary recommendations and develops facilities management plans and procedures.				
*Unsatisfactory	Basic	Proficient	*Distinguished	Not Observed
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
VI. PROFESSIONAL/PERSONAL QUALITIES				
Component 6. Models accepted moral and ethical standards in all professional and personal dealings including multi-cultural and ethnic understanding and sensitivity.				
*Unsatisfactory	Basic	Proficient	*Distinguished	Not Observed
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
VII. PROFESSIONAL GROWTH				
Component 7. Takes part in on-going professional development activities both organized and individual.				
*Unsatisfactory	Basic	Proficient	*Distinguished	Not Observed
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
SUMMARY/ADDITIONAL COMMENTS:				

*Herring, M. R. (Ed.). (2015). Leading the board to success: Guidance for the board president (2nd ed.). Lincoln, NE: Nebraska Association of School Boards.