



Regular Board of Education Meeting

Educational Service Unit 7, Oak Room

2657 44th Ave

Columbus, NE 68601-8537

Monday, March 17, 2025 at 5:30 PM

Posted Locations:

Columbus Telegram Newspaper

Columbus Telegram Website

ESU 7 North Building Front Door

Posted Date: 03/07/2025

Attendance Taken at 5:31 PM.

Bob Arp: Present

Joyce Baumert: Present

Amy Blaser: Absent

Marni Danhauer: Present

Karen Gomez: Present

Don Graff: Present

Beth Kabes: Present

Dawn Lindsley: Absent

Richard Luebbe: Present

Doug Pauley: Present

Richard Stephens: Absent

Jack Young: Present

Present: 9, Absent: 3.

Attendance Update Taken at 5:37 PM.

Richard Luebbe: Absent

Present: 8, Absent: 4.

Attendance Update Taken at 6:07 PM.

Amy Blaser: Present

Present: 9, Absent: 3.

{{Name: Agenda Item Name}}

1. **Call the Meeting to Order**

LEADERSHIP • SERVICE • SUPPORT

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

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

1.1. Notification of Open Meetings Law

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

1.2. Roll Call

1.3. Absent Board Members

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

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

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

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

Amy Blaser:	Absent
Dawn Lindsley:	Absent
Richard Luebbe:	Absent
Richard Stephens:	Absent
Bob Arp:	Yea
Joyce Baumert:	Yea
Marni Danhauer:	Yea
Karen Gomez:	Yea
Don Graff:	Yea

Beth Kabes: Yea
Doug Pauley: Yea
Jack Young: Yea

Yea: 8, Nay: 0, Absent: 4

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

1.4. Pledge of Allegiance

2. Approval of Agenda

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

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

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

Passed with a motion by Beth Kabes and a second by Marni Danhauer.

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

Yea: 8, Nay: 0, Absent: 4

3. Welcome Visitors

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

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

5. Board Vacancy - District 4

Board Member, Richard Luebbe, submitted his resignation on March 3, 2025. NEB. REV. STAT. § Section 32-562 requires the vacancy to be accepted by the rest of the board. Further, Section 32-574 states, "Unless otherwise provided by law, all vacancies shall be filled within 45 days after the vacancy occurs unless good cause is shown that the requirement imposes an undue burden."

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

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

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

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

Yea: 8, Nay: 0, Absent: 4

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

6. **Consent Agenda**

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

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

Consent Agenda Includes:

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

- Other routine agenda items

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

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

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

6.1. Minutes

This is a consent item.

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

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

General Activity Fund total: No activity.

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

79482	41715.16	Yanda's Avl Rental	Conference rooms video conferencing
79484	\$6,014.00	Amy Mazankowski	Contracted Bridges Admin.

This is a consent item.

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

This is a consent item.

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

This is a consent item.

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

This is a consent item.

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

This is a consent item.

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

This is a consent item.

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

This is a consent item.

6.9. Excess Lodging and Meals

Excess Lodging and Meals:

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

This is a consent item.

7. Level III Bridges Program Construction Tour The board will tour the Level III Bridges Program ongoing construction in the South Building. Director Ostmeyer showed the attached map where the playground will be located.

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

8. March 2025 Board Spotlight - Cen7ter Cen7ter Principal Cara Neesen will present the March Board Spotlight in the Cen7ter classroom. Level III Programs Principal Cara Neesen led a tour of the Cen7ter area and classrooms. Teachers focus on jobs, domestic living, recreation, functional academics and leisure with their students.

9. Treasurer's Report
Review the breakdown of the Treasurer's Report.

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

Discuss, consider and take all necessary action to accept the Treasurer's Report as presented Passed with a motion by Bob Arp and a second by Joyce Baumert.

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

Yea: 9, Nay: 0, Absent: 3

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

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

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

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

Doug Pauley: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

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

11. 2025-2026 Contract for Brooke Hemmer, Level III Programs Teacher
2025-2026 Contract for Brooke Hemmer, Level III Programs Teacher

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

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

Dawn Lindsley: Absent

Richard Luebbe: Absent

Richard Stephens: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Amy Blaser: Yea

Marni Danhauer: Yea

Karen Gomez: Yea

Don Graff: Yea

Beth Kabes: Yea

Doug Pauley: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

12. 2025-2026 Contract for Amy Melcher, Early Childhood SPED Teacher
2025-2026 Contract for Amy Melcher, Early Childhood SPED Teacher

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

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

Dawn Lindsley: Absent

Richard Luebbe: Absent

Richard Stephens: Absent

Bob Arp: Yea
Joyce Baumert: Yea
Amy Blaser: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Beth Kabes: Yea
Doug Pauley: Yea
Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

13. 2025-2026 Contract for Olivia Bell, Speech Language Pathologist
2025-2026 Contract for Olivia Bell, Speech Language Pathologist

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

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

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

Yea: 9, Nay: 0, Absent: 3

14. 2025-2026 Contract for Abbey Andress, NRPDHH Coordinator
2025-2026 Contract for Abbey Andress, NRPDHH Coordinator

Administrator Recommendation: Discuss, consider and take all necessary action to approve the 2025-2026 NRPDHH Contract for Abbey Andress as presented.

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

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

Yea: 9, Nay: 0, Absent: 3

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

15. 2025-2026 Contract for Abby Kapels, Speech Language Pathologist
2025-2026 Contract for Abby Kapels, Speech Language Pathologist

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

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

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

Yea: 9, Nay: 0, Absent: 3

16. **Administrator's Report General**

- ESUCC Update
 - MOU Literacy Program between ESU 7 and ESUCC
- Professional Development and Production/Print Shop Report - Director Ostmeyer
- Special Education Report - Director Clay
- Technology Report - Director Ellsworth
- Upcoming ESU 7 Events
 - Board Recognition Dinner (April 22, 2025), The Oak Room of Columbus
 - Board Meeting 4:00-5:00
 - Dinner 5:30-8:30
 - Google Form to Register
- Upcoming Professional Events
 - NAEP State Convention in Kearney, NE (March 19-20, 2025)
 - NRCSA Spring Conference in Kearney, NE (March 20-21, 2025)
 - New Board Member Webinar, Virtual Event (March 24, 2025)
 - NASB Amplified Finance Workshop in Kearney, NE (March 27, 2025)
 - NASB Open Meetings Law Workshops
 - Gering, NE (March 25, 2025)
 - Kearney, NE (March 26, 2025)
 - Norfolk, NE (March 31, 2025)
 - Lincoln, NE (April 1, 2025)
 - NASB Budget & Finance Workshops
 - Norfolk, NE (April 9, 2025)
 - Kearney, NE (April 16, 2025)
 - NASB School Law Seminar in Kearney, NE (June 11-12, 2025)
 - NASB Leadership Workshops
 - Gering, NE (July 28, 2025)
 - Kearney, NE (July 29, 2025)
 - Omaha, NE (July 30, 2025)
 - NASB Area Membership Meeting in Fremont, NE (September 24, 2025)
 - NASB Labor Relations Conference, Lincoln NE (October 1-2, 2025)
 - 2025 State Education Conference, Omaha NE (November 19-21, 2025)

ESUCC - Educational Service Unit Coordinating Council

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

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

Special Education - NRPDHH Grant is used between ESU's 1, 7 & 8 (most of Special Education grant regions). New hire Abbey Address has extensive experience in this area. Federal Grants Bookkeeper Carolyn Koch will take care of the bookkeeping for this grant. Director Clay has been busy hiring, but we are nearing the time that makes it more difficult for teachers to be released from their contracts. She is still seeking to hire 5 paraprofessionals for 2025-2026. The staffing for Bridges will also impact the number of students the program can serve. Annual consultations are complete. In Director Clay's opinion, these have been the best consultation meetings since she started; Tech, Special Education and Professional Development collaboration is going well. School Psychology Coordinator Jackie Ternus is helping expand the Professional Development, and now we are able to offer training at ESU 7 and in schools. Special Education contracts have gone out to all 19 schools. Director Clay is also currently working on MOE (Maintenance Of Effort) reports. Special Education Bookkeeper Susan Olmer and Director Clay have started the 2025-2026 budget and need to meet with all 12 departments before the budget is finalized.

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

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

16.1. Goal Update

Goals - Attached for your Review

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

- Completed

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

Goal 3: By July 2025, the ESU 7 board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured.

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

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

16.2. Services Update

- Quarterly Update
- SIMPL Update

ESU 07



SERVICE PARTICIPANTS

10,081

6,293 ESU HOURS

AQuESTT
for Nebraska

Percentage of ESU service offerings from the master catalog supporting AQuESTT.



This visual represents how the ESU services align with AQuESTT Tenets.
(see more real-time data about the AQuESTT implementation)

Director Ostmeyer explained this data represents service to adults only.

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

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

- 16.4. Personnel All Classified/Non Certificated Hires and Resignations under this item. Not an action item.
- 16.5. Legislative Update During this item, the Administrator will provide a Legislative Update to members of the Board. Director Ostmeyer gave details regarding two bills currently in the Nebraska Legislature. One is regarding an

online library catalog and access by patrons. The second is regarding school/ESU retirement.

17. NNNC Interlocal Agreement for 2025-2028

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

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

Administrator Recommendation: Discuss, consider and take all necessary action necessary to approve the 2025-2028 NNNC Interlocal Agreement as presented.

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

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

Yea: 9, Nay: 0, Absent: 3

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

18. **Committee Reports**

18.1. Negotiations Committee Report

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

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

of the contract increase.

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

Dawn Lindsley: Absent

Richard Luebbe: Absent

Richard Stephens: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Amy Blaser: Yea

Marni Danhauer: Yea

Karen Gomez: Yea

Don Graff: Yea

Beth Kabes: Yea

Doug Pauley: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

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

18.2. Administrator Evaluation Committee Report

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

UBPD - Administrator

Evaluation Timeline:

- August: Evaluation Committee and Administrator review Evaluation Tool and Evaluation Policy/Procedures.
- March: Full Board is provided a paper copy of the evaluation questions.
- April: Administrator sends digital evaluation and evaluation resources to the Evaluation Committee Chair in the first week of April. The chair then forwards on to the full Board for completion by April Board Meeting. Board will send their completed evaluation tool to the Evaluation Committee prior to the April Board Meeting. Administrator completes Evaluation Tool as self-assessment and sends it to Evaluation Chair on or before April 30th.

- May: The Committee Chair will send the completed Administrator self-assessment to the full Board after May 1. Evaluation Committee compiles results of full Board completed evaluations prior to the May Board Meeting.
- June: Evaluation Committee meets prior to June Board Meeting to review with the Administrator the results of evaluation. Report to full Board in June Board Meeting following Closed Session requirements with Administrator present.

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

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

NEBRASKA OPEN MEETINGS ACT

84-1407. Act, how cited. Sections 84-1407 to 84-1414 shall be known and may be cited as the Open Meetings Act.

84-1408. Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

84-1409. Terms, defined. For purposes of the Open Meetings Act, unless the context otherwise requires:

(1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and

(b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;

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

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

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

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

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

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

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

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

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

(1) Until January 1, 2025:

(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website.

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

(A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or

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

(iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public body.

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

(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee.

(d) Each public body shall record the methods and dates of such notice in its minutes.

(e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a

meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) Beginning January 1, 2025:

(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

(b)(i) Except as provided in subdivision (2)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be given by:

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

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

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

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

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

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

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

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

(3)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (3)(b) of this section are met:

(i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;

(ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;

(iii) The governing body of a public power district having a chartered territory of more than one county in this state;

(iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

(vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

(b) The requirements for holding a meeting by means of virtual conferencing are as follows:

(i) Reasonable advance publicized notice is given as provided in subsections (1) and (2) of this section, including providing access to a dial-in number or link to the virtual conference;

(ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used;

(iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and

(iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of (A) an organization created under the Interlocal Cooperation Act that sells electricity or natural gas, (B) an organization created under the Municipal Cooperative Financing Act, (C) a governing body of a risk management pool and any advisory committee of such governing body, or (D) any advisory committee of any state entity created in response to the Opioid Prevention and Treatment Act, such the organization, governing body, or committee may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing.

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

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

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

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

(8)(a) Notwithstanding subsections (3) and (6) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsections (1) and (2) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (5) of this section shall be complied with in conducting such meetings.

(c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413.

(9) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (3)(a) of this section may hold a meeting by virtual conferencing if:

(a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;

(b) No action is taken by the public body at the virtual meeting; and

(c) The public body complies with subdivisions (3)(b)(i) and (ii) of this section.

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

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

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

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

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

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

(6) No public body shall be deemed in violation of this section if it holds a meeting outside of this state if, but only if:

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Operative 4/17/24


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----- Forwarded message -----

From: **Dick Luebbe** <dluebbe@esu7.org>

Date: Mon, Mar 3, 2025 at 9:15 PM

Subject: Resignation

To: Kris Elmshaeuser <kelmshaeuser@esu7.org>, <pluebbe@hotmail.com>

Dear ESU 7 Board,

It is with great sadness that I announce my resignation from the ESU 7 Board. I have greatly enjoyed my nearly 12 years as a board member. However, at this time I must resign due to some personal health issues and the need to be home more. Please consider this resignation effective immediately. I will greatly miss the board, administrators and staff that have made my experience with ESU a wonderful and memorable one. Best of luck in the future.

Dick Luebbe

Educational Service Unit Seven

District One

Educational Service Units exterior boundaries are set by the legislature. When stated a precinct partially (i.e., part) covers any pieces or size it is referring only to those facets the legislature approves. Following is a list of areas where each subdistrict is recognized: Antelope County – Part of Oakdale Precinct, and Part of Elgin Precinct. Boone County - Part of Beaver Precinct, Part of Boone Precinct, Part of Ceder Precinct, Part of Southwest Manchester Precinct, Part of Dublin-Bonanza Precinct, Part of North Branch-Shell Creek Precinct, Part of North Manchester Precinct, Part of Oakland Precinct, and Part of Southeast Manchester Precinct. Madison County – Part of S-E-SC-NG-K Precinct (which is Humphrey Public School district #67), Platte County – Part of St.Bernard/Joliet Precinct, Part of Walker/Woodville Precinct and Part of Granville/Humphrey Precinct which is also divided into two sections – West and East along 280th Ave – The West portion is DistrictOne.

District Two

Educational Service Units exterior boundaries are set by the legislature. When stated a precinct partially (i.e., part) covers any pieces or size it is referring only to those facets the legislature approves. Following is a list of areas where each subdistrict is recognized: Platte County - Part of Granville/Humphrey Precinct which is also divided into two sections – West and East along 280th Ave – The East portion is District Two, Sherman/Grand Prairie Precinct, Granville/Humphrey Precinct and Shell Creek Precinct. Stanton County - Part of BST Precinct, Part of DMR Precinct, Part of HMR Precinct, and Part of UCB Precinct. Cuming County – Part of SSGC Precinct, and Part of SW4 Precinct. Dodge County – Part of Webster Precinct, Part of Pebble Precinct, and Part of Ridgely-Union-Cotterell Precinct- Pleasant Valley Precinct. Colfax County - 4 Precinct, and 5 Precinct.

District Three

Educational Service Units exterior boundaries are set by the legislature. When stated a precinct partially (i.e., part) covers any pieces or size it is referring only to those facets the legislature approves. Following is a list of areas where each subdistrict is recognized: Nance County – Part of CTS Precinct, BGCP Precinct, CLFWE Precinct, Genoa Precinct, and Fullerton Precinct. Merrick County – Clarksville East Precinct, and Silver Creek Precinct. Platte County - Lost Creek/Burrows Precinct, Butler/Loup Precinct, and Oconee/Monroe Precinct.

District Four

Educational Service Units exterior boundaries are set by the legislature. When stated a precinct partially (i.e., part) covers any pieces or size it is referring only to those facets the legislature approves. Following is a list of areas where each subdistrict is recognized: Platte County - Columbus Ward 2D, Columbus Ward 2C, Columbus Ward 2B, Columbus Ward 3C is divided into two sections – North and South along 38th Street – The North portion is District Four, and Columbus Twp B Precinct.

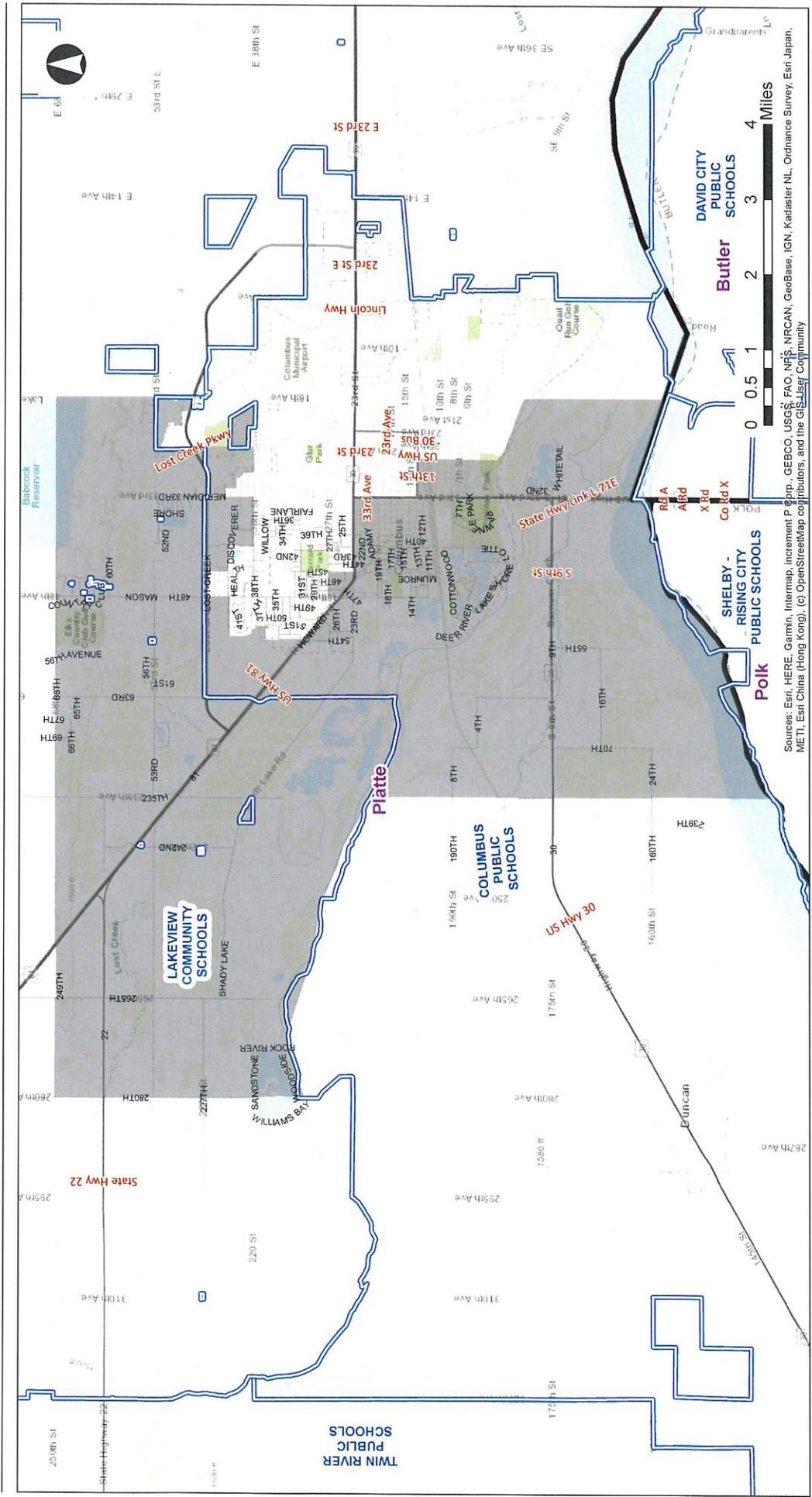
District Five

Educational Service Units exterior boundaries are set by the legislature. When stated a precinct partially (i.e., part) covers any pieces or size it is referring only to those facets the legislature approves. Following is a list of areas where each subdistrict is recognized: Platte County - Columbus Twp A Precinct is divided into three sections – Part One (i.e., a smaller portion next to Columbus), Part Two (i.e., larger portion that surrounds the Eastern side of Columbus down to 8th Street) and Part 3 (the area south of 8th Street) along [Break 1] Lost Creek Pkwy/38th Street/14th Ave [Break 2] 8th Street – Part One (i.e., the area to the

EDUCATION SERVICE UNIT #7 - SUB DISTRICT #4 MAP



LEGEND School Districts Sub District #4



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NIS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community





Regular Board of Education Meeting

Educational Service Unit 7, Oak Room

2657 44th Ave

Columbus, NE 68601-8537

Monday, February 17, 2025 at 5:30 PM

Posted Locations:

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

Posted Date: 01/11/2025

Attendance Taken at 5:31 PM.

Bob Arp: Present

Joyce Baumert: Present

Amy Blaser: Absent

Marni Danhauer: Present

Karen Gomez: Absent

Don Graff: Present

Beth Kabes: Absent

Dawn Lindsley: Present

Richard Luebbe: Present

Doug Pauley: Present

Richard Stephens: Present

Jack Young: Present

Present: 9, Absent: 3.

1. Call the Meeting to Order

LEADERSHIP • SERVICE • SUPPORT

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

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

1.1. Notification of Open Meetings Law

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

1.2. Roll Call

1.3. Absent Board Members

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

Karen Gomez notified Board President Doug Pauley via text prior to the meeting.
Amy Blaser notified Administrator Elmshaeuser via email prior to the meeting.

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

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

Yea: 9, Nay: 0, Absent: 3

Board Members, Karen Gomez, Amy Blaser and Beth Kabes are absent. They notified Board President Doug Pauley and Administrator Elmshaeuser prior to the meeting. Board Member Beth Kabes notified the morning of the meeting, she is not listed on the agenda.

Administrator Elmshaeuser referred to policies attached which are also in the ESU 7 Policy Manual. Prior to the meeting, Board President Doug Pauley and Administrator Elmshaeuser discussed the Code of Ethics, which the Board signs annually in January, specifically section 5, which refers to board member attendance. Board President Doug Pauley also stated that members were elected to attend the meetings, so it is with high hopes that most members can attend the meetings most of the time. As stated in Article I, Section 3, B, "The Board member must notify the Administrator or Board President, prior to the Board Meeting, with the reason for absence in order to be considered for an excused absence."

Board Secretary Dawn Lindsley asked if everyone had notified ahead of time that they would be absent. Administrator Elmshaeuser confirmed.

1.4. Pledge of Allegiance

2. Board Code of Ethics and Oath of Office

Annually, Board Members participate in the Oath of Office and sign their Code of Ethics. Board members Don Graff and Richard Stephens were not present at the January meeting, thus still need to participate in the Oath of Office and sign the Code of Ethics.

I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservations, or for purpose or evasions; and that I will faithfully and impartially perform the duties of the office of member of the Board of Educational Service Unit No. 7, according to law, to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or this State by force or violence; and that during such time that I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or this State by force or violence. So help me God.

Board Members Dick Stephens and Don Graff recited the Oath of Office.

3. Approval of Agenda

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

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

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

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

Yea: 9, Nay: 0, Absent: 3

No discussion.

4. Virtual Conferencing Option

Nebraska Revised Statute § 84-1411 authorizes virtual meetings for educational service units if the requirements of subdivision (2)(b) are met. Section (3)(b)(iv) states "No more than one-half of the meetings of the state entities, advisory committees, boards, councils, organization or governing bodies are held by virtual conferencing in a calendar year."

The board has used 2 (January, February) of 5 zoom options this calendar year (January-December).

Administrator Recommendation: Discuss, consider and take all necessary action to approve the virtual conferencing option for the _____ board meeting.

Administrator Elmshaeuser reported there does not have to be a vote every month for a virtual option for the next meeting. Board President Doug Pauley stated the decision should be made 1 week prior to the Public Notice being published. Administrator Elmshaeuser also clarified that meetings are counted throughout the calendar year, January through December, and must be less than one half the number of meetings in the year. A total of 5 virtual meetings are allowed.

Board Secretary Dawn Lindsley asked for more conversation and clarity on the policy. Line one of Article II, Section 8, A in the policy manual states, "Board members must be personally present at the Board meeting in order to vote" but historically, board members have been allowed to vote if they are attending virtually. Board Member Bob Arp believes the second sentence clarifies this by "Attendance via virtual conferencing means is permitted if the procedures for a virtual conference meeting are followed." It was noted the policy has not been updated since 2022 so Administrator Elmshaeuser will send the policy over to Justin Knight with Perry Law Firm for clarity.

Board Member Bob Arp stated he would like to wait until closer to the next meeting to make the decision on having a virtual option. Board Secretary Dawn Lindsley agreed, stating she believes Board President Doug Pauley, Board Vice-President Jack Young and Administrator Elmshaeuser can make that decision for the entire Board. The rest of the board agreed.

5. Welcome Visitors
Visitors included Beth Ericson, ESU 7's new Professional Development Director starting July 1, 2025 and East Butler Superintendent Mike Eldridge who is speaking on agenda item number seven.

6. 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 comment.

7. Approval of the 2025-2026 Services Plan
The ESU 7 Executive Committee Chair attending will make a summary report to the Board on the plan for ESU 7 Services for 2025-2026.

Administrator Recommendation: Discuss, consider and take all necessary action to approve the 2025-2026 Services Plan as presented.

Discuss, consider and take all necessary action to approve the 2025-2026 Services Plan as presented Passed with a motion by Dawn Lindsley and a second by Joyce Baumert.

Amy Blaser: Absent

Karen Gomez: Absent

Beth Kabes: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Don Graff: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

East Butler Superintendent and Executive Committee Chair Mike Eldridge presented the service plan process. The process starts in September with the Superintendents reviewing the current services being offered and the potential for services being offered for the next

year. The principals go through the same process. This year, three main ideas came forward; Professional Development for Paraprofessionals, Strategic Planning, and ELL (English Language Learners) Support. Those services were brought to the Executive Committee, who recommended moving forward with Professional Development for Paraprofessionals and Strategic Planning as a paid service. There were two services eliminated; Principal & Teacher Evaluation and Board Member Development. School districts expressed little interest in these services and were not taking part in them. Once the 2025-2026 service plan was created, it was sent out to all the districts for approval prior to this meeting.

Board President Doug Pauley asked Superintendent Eldridge if board members were receiving professional development in other places, and he confirmed they were, naming NASB and NRCSA Conferences.

Board Secretary Dawn Lindsley asked why ELL Support was not added as a service this year. Administrator Elmshaeuser stated there needs to be more research regarding ELL support due to the difference in needs across the districts. Some districts need support for their teachers, others need interpreting support. All of our districts are seeing the need for ELL support, there just needs to be a better idea of how to provide this service. Director Ostmeyer noted we already offer interpreting services which schools may be unaware we provide. Professional Development Coordinator Mark Brady provides ELL support in school districts already, but Superintendents are saying they need more. Board President Doug Pauley asked who is doing this research. Administrator Elmshaeuser said this topic will come up during her Superintendent's visits in the next several months. Director Ostmeyer also added that annual consultations are beginning next week and during their planning process, ELL Support will be investigated. Director Ostmeyer also noted this same process brought Professional Development Coordinator Kendra Gustafson to our team as the MTSS Specialist. Board Secretary Dawn Lindsley asked if there were any staff with ELL certification or training and Director Ostmeyer stated that none of our staff currently hold this certification.

8. Level III Bridges Program Construction Tour
The board will tour the Level III Bridges Program ongoing construction in the South Building.
The tour will be rescheduled to the March Board Meeting.
9. February 2025 Board Spotlight - Print Shop
Professional Development Director Marci Ostmeyer, will present the February Board Spotlight by giving a tour of the Print Shop.
Director Ostmeyer will give a tour at a future meeting.

10. **Consent Agenda**

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

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

Consent Agenda Includes:

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

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

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

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

10.1. Minutes
This is a consent item.

10.2. Presentation of Bills #79255 through #79402 totaling \$1,013,068.06

The summary of bills for the current month total: \$1,013,068.06 - Bills #79255 through #79402

General Activity Fund total: no activity

Check #	Amount	Vendor	Description
---------	--------	--------	-------------

79255	\$5,144.03	402 Electric	Replace breaker panel/AV project
79258	\$6,014.00	Amy Mazankowski	Contracted Bridges Admin.
79264	\$48,032.33	B-D Construction	Bridges Project 3rd payment
79278	\$14,078.07	Eakes Office Solutions	Copier Maintenance
79322	\$53,887.90	Rutt's Heating & Air	HVAC remodel 8th payment
79326	\$5,857.40	State of NE DAS State Accounting	Network service charges
79379	\$6,990.00	MECA	CCLC flow through

This is a consent item.

10.3. Reading of Article I, Section 2, B Duties and Functions of the Board

This is a consent item.

10.4. Reading of Article I, Section 3, C Role of Individual Board Members

This is a consent item.

10.5. Reading of Article I, Section 3, D Orientation of New Board Members

This is a consent item.

10.6. Reading of Article I, Section 3, G Compensation of Board Members

This is a consent item.

10.7. Reading of Article I, Section 4, G Removal from Officer Position

This is a consent item.

10.8. Reading of Article I, Section 4, H Filling a Vacancy in an Officer Position

This is a consent item.

10.9. Reading of Article I, Section 5, B Appointments

This is a consent item.

10.10. 2025-2026 NASB Dues

This is a consent item.

11. Treasurer's Report

Review the breakdown of the Treasurer's Report.

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

Discuss, consider and take all necessary action to accept the Treasurer's Report as presented Passed with a motion by Bob Arp and a second by Jack Young.

Amy Blaser: Absent

Karen Gomez: Absent

Beth Kabes: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Don Graff: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

No discussion.

12. 2023-2024 Audit Report

The 2023-2024 Romans Wiemer and Associates Audit Report is attached for the Board's review.

Administrator Recommendation: Discuss, consider and take all necessary action to accept the 2023-2024 Audit Report as presented.

Discuss, consider and take all necessary action to accept the 2023-2024 Audit Report as presented Passed with a motion by Joyce Baumert and a second by Bob Arp.

Amy Blaser: Absent

Karen Gomez: Absent

Beth Kabes: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Don Graff: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

Administrator Elmshaeuser shared that she visited with Gale Steiger, our CPA, who reported no findings, deficiencies or non-compliance.

13. Administrator's Report General

- ESUCC Update
- ESU 7 - Pilot for the new GMS System
- ESU 7 - Fiscal Monitoring Desk Audit
- Professional Development and Production/Print Shop Report - Director Ostmeyer
- Special Education Report - Director Clay
- Technology Report - Director Ellsworth
- Upcoming ESU 7 Events
 - Board Recognition Dinner (April 22, 2025), The Oak Room of Columbus
 - Board Meeting 4:00-5:00
 - Dinner 5:30-8:30
- Upcoming Professional Events
 - NRCSA Legislative Forum in Lincoln, NE (February 20, 2025)
 - NASB Finance Workshops
 - Kearney, NE (March 4, 2025)
 - Crete, NE (March 11, 2025)
 - Norfolk, NE (April 9, 2025)
 - NAEP State Convention in Kearney, NE (March 19-20, 2025)
 - NRCSA Spring Conference in Kearney, NE (March 20-21, 2025)
 - NASB Amplified Finance Workshop in Kearney, NE (March 27, 2025)
 - NASB Open Meetings Law Workshops
 - Gering, NE (March 25, 2025)
 - Kearney, NE (March 26, 2025)
 - Norfolk, NE (March 31, 2025)
 - Lincoln, NE (April 1, 2025)

The ESUCC Board met the first week of February. AESA presented a strategic planning process that ESUCC may look at contracting for this service. PowerSchool presented and reported seven staff members at ESUCC provide support to 103 districts throughout the state of Nebraska. Dr. Polk provided legislative updates. These are attached in agenda item 13.4. Dr. Polk shared that ESUCC asked Senator DeBoer to sponsor LB 599 regarding Cybersecurity, but cautioned that anything with a price tag may not move forward. The ESUCC Board also approved the ESUCC Master Service Agreement. ESU 7 will be receiving money for the literacy position to begin training in coaching. Administrator Elmshaeuser will be attending the Legislative day hosted by ESUCC on February 25, 2025. ESU 7 will be hosting student leaders to ask a question of the Governor on March 27, 2025. This event is being coordinated by ESUCC and will have students at each ESU

across the state.

All of ESU 7's grants are housed in the GMS system. ESU 7 will be a pilot for this new system in GMS. Grants Bookkeeper Carolyn Koch has a heavy hand to play in this. ESU 7 will also have a Monitoring Desk Audit for both programmatic and financial. The programs will be monitored on March 5, 2025 while the financial monitor has not been scheduled yet.

Director Ostmeyer provided an update for Professional Development: Annual Consultations will be February 24-28, 2025. Part of ESU 7's philosophy is to provide customized and innovative services, so Director Ostmeyer, Director Ellsworth, Director Clay and the respective service providers, meet via Zoom for an hour with the district's Superintendent, Principals and anyone else they invite. During this meeting, districts work through their customized service plan.

Print Shop is updating their online ordering system and is in the process of testing and modifications. The launch date is tentatively between the first and middle of March 2025.

Director Ellsworth provided an update for Network Operations: This is their planning time of year, and helped schools apply for e-rate category 2. This helps save schools around \$100,000 a year. However, this is the last of five years for this program unless the government continues for another five years. Also spending time renewing group purchases and renewing the web filter that all our schools use. We are able to get the best price in the state because we brought the program to Nebraska. Cybersecurity is struggling, teachers are continuing to use the same password for everything. There's an initiative to put a device in schools to act as a hacker to find and fix problems in the process. Network Computer System Engineer Travis Kassing is working on network monitoring and load balancing. We have almost 100 virtual servers in the data center. We are planning on deploying this to schools in the summer months.

Board Secretary Dawn Lindsley asked how the technology sessions during the Professional Development day went and if districts are still on board and moving forward with changes. Director Ellsworth said the main focus was launching the Lastpass, which is now starting to get national attention. There are 56 schools in Nebraska using it. However, this first year of LastPass is free, and we are approaching the second year, which means schools will have to pay for it. Board Member Dawn Lindsley asked to know what schools are utilizing LastPass that the Board Members represent.

Director Clay is absent, no report.

13.1. Goal Update

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

- Completed

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

Goal 3: By July 2025, the ESU 7 board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured.

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

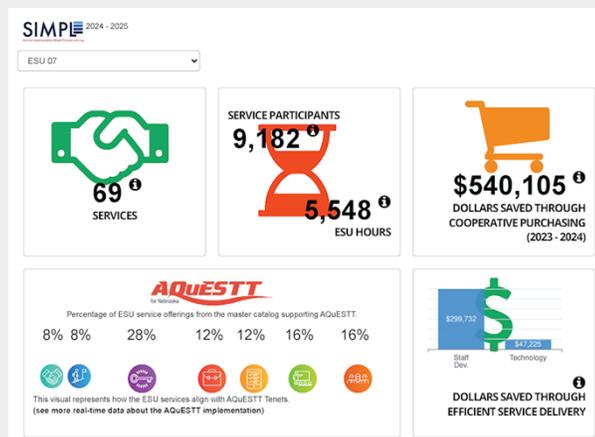
Goal 4: By July 2025, the ESU 7 board will continue to use operationalized communication materials detailing tailored services and outcomes at scheduled visits to each district.

Board members Richard Stephens, Richard Luebbe, and Amy Blaser have not attended any professional development opportunities.

Administrator Elmshaeuser and Board Secretary Dawn Lindsley attended the East Butler board meeting last week. High Plains is being rescheduled.

13.2. Services Update

- SIMPL Update



No discussion.

13.3. Personnel

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

New Hire:

- Jan Marie Locket, Receptionist/Administrative Secretary. First day February 3, 2025.

Resignation:

- Shelby Sudduth, Bridges Paraprofessional. Last day, February 14, 2025

The new Receptionist/Administrative Secretary provides a plethora of expertise & knowledge in graphic design.

13.4. Legislative Update

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

Administrator Elmshaeuser attended the hearing for LB 389 introduced by Senator Murman, on February 7, 2025. There was 1 proponent and many opponents. This bill eliminates the tax authority of ESUs. Dr. Polk was the first to testify and showed how the state has not fulfilled their promise to the ESUs in the last 11 years. It is unsure if the bill is still in committee or if it has moved to general file; there may be an amendment added before it moves.

Board Member Bob Arp asked about the national 504 program issue and where it's going.

Administrator Elmshaeuser mentioned Title IX has reverted to 2020, what was proposed under the Biden Administration is out. The vouchers are being pushed again so the dollars going to public education can go to families to attend home school or private school. Adrian Smith is backing the bill.

Board Secretary Dawn Lindsley asked if ESU 7 had lost any grants because of the recent federal changes. Administrator Elmshaeuser stated we have not. Director Ostmeyer clarified that Migrant is a program, not a grant.

14. **Committee Reports**

14.1. Buildings and Grounds Committee Report

The Buildings and Grounds Committee Chairperson Robert Arp will provide an update.

Committee Recommendation:

Board Member Bob Arp provided an update on the 3 big projects. The HVAC in the North Building is functioning but not completed yet. Contractors are still completing the punch lists. The Bridges construction is on schedule with a tentative completion date of April 1, 2025. For the playground, there is still discussion regarding surfacing. There has to be a certain amount of drainage per square footage of ground. All of this falls under city codes which we have to abide by. Board Member Bob Arp noted the price when receiving bids may be higher than expected

due to new tariffs on steel and other building materials.

Board Secretary Dawn Lindsley asked why the pourable rubbery surface was not an option. Administrator Elmshaeuser stated it did not provide enough drainage. Board Secretary Dawn Lindsley asked if there was an option to petition the city. Administrator Elmshaeuser and Board President Doug Pauley reported the city has already allowed changes to the playground, and it was advised against petitioning for this change. Since the surface has to be permeable, turf or tiles were the option given, we have chosen tiles.

14.2. Negotiations Committee Report

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

Committee Recommendation:

Negotiation meeting is being rescheduled, no report.

15. Conference Report

Conference Attendees will report on their learnings.

Board Secretary Dawn Lindsley reported that she attended the NASB Legislative Conference with Administrator Elmshaeuser and Director Ostmeyer. Over 700 bills were proposed, and every bill proposed gets a hearing. The bill that affects ESU's the most is LB 389 regarding levy authority. Board Secretary Dawn Lindsley brought back NASB Membership Guides for the Board members.

Board Secretary Dawn Lindsley stated now is the time to reach out to senators regarding these bills that have been proposed. If you cannot testify in person, email is the quickest and allows the most information to be shared. Phone calls are still effective but may not present the information well enough depending on how well the individual taking notes captures the discussion.

16. Adjournment

Board President Doug Pauley adjourned the meeting at 6:39 pm.

Check Register Summary

Batch Year: 25 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00079403	C	03/20/2025	16284	402 ELECTRIC	1,577.00
10	00079403	CV	03/13/2025	16284	402 ELECTRIC	-1,577.00
10	00079404	C	03/20/2025	10013	ACE HARDWARE	485.93
10	00079405	C	03/20/2025	14974	ALLO COMMUNICATIONS	184.00
10	00079406	C	03/20/2025	10391	AMAZON CAPITAL SERVICES *	3,354.23
10	00079407	C	03/20/2025	10681	APPLE COMPUTER, INC.	13,129.00
10	00079408	C	03/20/2025	388	APPLIED CONNECTIVE TECHNOLOGIES	320.00
10	00079409	C	03/20/2025	10103	B-D CONSTRUCTION	54,272.70
10	00079410	C	03/20/2025	20428	BOONE CENTRAL SCHOOLS	290.00
10	00079411	C	03/20/2025	9032	BRENDA SAXE	240.00
10	00079412	C	03/20/2025	6700	BROOKE KAVAN	123.90
10	00079413	C	03/20/2025	15083	CALVIN CREST CAMP CONF & RETREAT CENTER	175.00
10	00079414	C	03/20/2025	1996	CASEY'S MAIL SERVICE LLC	410.44
10	00079415	C	03/20/2025	280	CHRISTINA KILGORE	175.00
10	00079416	C	03/20/2025	30550	CITY OF COLUMBUS WATER & SANIT	394.53
10	00079417	C	03/20/2025	31029	COLUMBUS PUBLIC SCHOOLS LUNCH FUND	2,752.55
10	00079418	C	03/20/2025	15792	COLUMN SOFTWARE PBC	11.75
10	00079419	C	03/20/2025	31462	CROSS COUNTY SCHOOL	30.00
10	00079420	C	03/20/2025	4812	CUBBY'S, INC.	435.07
10	00079421	C	03/20/2025	31575	CUMING COUNTY TREASURER	100.00
10	00079422	C	03/20/2025	31290	CORNHUSKER MARRIOTT HOTEL	328.78
10	00079423	C	03/20/2025	40235	DAVID CITY PUBLIC SCHOOL	160.00
10	00079424	C	03/20/2025	14770	DELL TECHNOLOGIES, INC.	1,324.06
10	00079425	C	03/20/2025	40725	EAKES OFFICE SOLUTIONS	407.47
10	00079426	C	03/20/2025	40725	EAKES OFFICE SOLUTIONS	20,843.01
10	00079427	C	03/20/2025	50825	ED SERVICE UNIT 7-PAYROLL	762,956.93
10	00079428	C	03/20/2025	50515	CONSOLIDATED ELECTRICAL DISTRIBUTOR	550.00
10	00079429	C	03/20/2025	14613	ELYSE BELINA	553.00
10	00079430	C	03/20/2025	230292	EMS LINQ, INC.	12,000.00
10	00079431	C	03/20/2025	50645	ESU 2	14,612.72
10	00079432	C	03/20/2025	50652	ESUCC	1,800.00
10	00079433	C	03/20/2025	60056	FNBO	51.90
10	00079434	C	03/20/2025	15920	FNBO CREDIT CARD	22,339.48
10	00079435	C	03/20/2025	60800	FULLERTON PUBLIC SCHOOL	140.00
10	00079436	C	03/20/2025	15385	GREGG YOUNG TOYOTA OF COLUMBUS	161.98
10	00079437	C	03/20/2025	80127	HAMILTON CO. CLERK	419.89
10	00079438	C	03/20/2025	12440	HAMPTON INN BY HILTON COLUMBUS	440.00
10	00079439	C	03/20/2025	15717	HELPING OTHERS PREPARE FOR EXCELLENCE	5,157.00
10	00079440	C	03/20/2025	80543	HOMETOWN LEASING	477.45
10	00079441	C	03/20/2025	80880	HY-VEE	146.83
10	00079442	C	03/20/2025	13030	INTERNATIONAL ACADEMY OF SCIENCE ACELLUS	799.00
10	00079443	C	03/20/2025	3344	ROBIN MERGER CORPORATION	99.00
10	00079444	C	03/20/2025	16330	JADE PODLISKA	448.02
10	00079445	C	03/20/2025	13552	JEAN ANNE KAMRATH	1,035.00
10	00079446	C	03/20/2025	12424	KASEYA US LLC	963.55
10	00079447	C	03/20/2025	12335	KIMBERLY JEAN CHASE	300.00
10	00079448	C	03/20/2025	3352	LAKEFRONT SPRINKLERS & RETAINING WALLS	1,334.00
10	00079449	C	03/20/2025	120129	LAKEVIEW COMMUNITY SCHOOLS	150.00
10	00079450	C	03/20/2025	15520	LEVEL ONE PROPERTIES (OAK ROOM)	275.00
10	00079451	C	03/20/2025	40545	LISA DURANSKI	756.00
10	00079452	C	03/20/2025	120550	LOUP POWER DISTRICT	6,160.13
10	00079453	C	03/20/2025	220090	LYNN VOLLBRACHT	400.00
10	00079454	C	03/20/2025	10499	MICHELLE RUIPIER	600.00
10	00079455	C	03/20/2025	16322	MIKE SMITH LIVE LLC	3,750.00
10	00079456	C	03/20/2025	130547	MNJ TECHNOLOGIES	2,030.00
10	00079457	C	03/20/2025	140066	NE ASSOC OF SCHOOL BOARDS	295.00
10	00079458	C	03/20/2025	140351	NCSA	165.00
10	00079459	C	03/20/2025	11878	NEBRASKA SCHOOLMASTERS CLUB	50.00
10	00079460	C	03/20/2025	11878	NEBRASKA SCHOOLMASTERS CLUB	35.00
10	00079461	C	03/20/2025	140570	NEBRASKA TECHNOLOGY & TELECOM.	184.93
10	00079462	C	03/20/2025	140525	NRCSA	270.00
10	00079463	C	03/20/2025	16306	OMNIFY BENEFITS	108.75

Check Register Summary

Batch Year: 25 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00079464	C	03/20/2025	12122	One Source The Background Check Company	63.00
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10	00079466	C	03/20/2025	9164	RVW INC.	35,961.15
10	00079467	C	03/20/2025	981	SARAH WACHA	499.80
10	00079468	C	03/20/2025	190850	STATE OF NEBRASKA DAS STATE ACCTG.	5,857.40
10	00079469	C	03/20/2025	191085	SUPER SAVER	864.22
10	00079470	C	03/20/2025	14796	THE PLAYSCHOOL	1,150.00
10	00079471	C	03/20/2025	2674	TIRE OUTLET INC	763.00
10	00079472	C	03/20/2025	200493	TWIN RIVER PUBLIC SCHOOL	160.00
10	00079473	C	03/20/2025	200606	U & I SANITATION	112.25
10	00079474	C	03/20/2025	210143	UNIVERSITY OF NEBRASKA - LINCOLN	112.50
10	00079475	C	03/20/2025	210143	UNIVERSITY OF NEBRASKA - LINCOLN	112.50
10	00079476	C	03/20/2025	10320	VERIZON WIRELESS	868.69
10	00079477	C	03/20/2025	230049	CAPITAL ONE-WALMART (SPED)	337.11
10	00079478	C	03/20/2025	230051	WALMART CAPITAL ONE - MIG	65.44
10	00079479	C	03/20/2025	230195	WAYNE COMM. SCHOOLS	465.00
10	00079480	C	03/20/2025	230249	WEST POINT PUBLIC SCHOOLS	160.00
10	00079481	C	03/20/2025	13420	WOODRIVER ENERGY LLC	1,275.12
10	00079482	C	03/20/2025	13757	YANDA'S AVL RENTAL	41,715.16
10	00079483	A	03/20/2025	13897	ADILENE PEREZ	420.70
10	00079484	A	03/20/2025	130180	AMY MAZANKOWSKI	6,001.40
10	00079485	A	03/20/2025	120155	AMY J SLAMA	311.00
10	00079486	A	03/20/2025	1082	ANGEL D MAYBERRY	329.00
10	00079487	A	03/20/2025	40709	ANN DUBAS	89.60
10	00079488	A	03/20/2025	990	BRANDY ROSE	291.20
10	00079489	A	03/20/2025	14621	CALVIN FREY	913.21
10	00079490	A	03/20/2025	5967	CASSANDRA RUTH	440.30
10	00079491	A	03/20/2025	9512	CASSIE KRINGS	606.90
10	00079492	A	03/20/2025	13510	CHRISTINA HANCOCK	425.60
10	00079493	A	03/20/2025	180474	ANA KAREN GARCIA MEDINA	189.00
10	00079494	A	03/20/2025	14001	DEVON GRONENTHAL	285.60
10	00079495	A	03/20/2025	14060	DYLAN SOUTHARD	343.00
10	00079496	A	03/20/2025	60033	ELISSA HEIBEL	310.55
10	00079497	A	03/20/2025	14575	ERNIE VALENTINE	221.90
10	00079498	A	03/20/2025	7560	ESI HOSTED SERVICES	180.39
10	00079499	A	03/20/2025	7099	HALEY KUNZE	298.20
10	00079500	A	03/20/2025	11460	HAYLEY MURPHY	936.60
10	00079501	A	03/20/2025	140691	HD SUPPLY (FORMERLY HOME DEPOT PRO)	2,682.58
10	00079502	A	03/20/2025	15970	INGRID RODRIGUEZ	639.73
10	00079503	A	03/20/2025	15709	IRIS MEDINA GONZALEZ	641.22
10	00079504	A	03/20/2025	10375	RONELLE JACKSON	2,100.00
10	00079505	A	03/20/2025	8559	JACLYN TERNUS	205.80
10	00079506	A	03/20/2025	14745	JAEDYN MORRIS	1,023.40
10	00079507	A	03/20/2025	9580	JASON TROTTER	45.50
10	00079508	A	03/20/2025	15954	JENNA MATTOX	297.85
10	00079509	A	03/20/2025	11223	JILL WIELGUS	634.20
10	00079510	A	03/20/2025	8540	JOLYNN KAHLANDT	553.70
10	00079511	A	03/20/2025	11932	JOSH ARIAS	977.90
10	00079512	A	03/20/2025	6459	KAISE RECEK	289.80
10	00079513	A	03/20/2025	14478	KASSANDRA CORNWELL	1,112.54
10	00079514	A	03/20/2025	11983	KENDRA GUSTAFSON	117.40
10	00079515	A	03/20/2025	100521	KRIS JOHNSON	213.50
10	00079516	A	03/20/2025	13480	LETISHIA KLEINSCHMIT	767.82
10	00079517	A	03/20/2025	13986	LYNNE WEBSTER	952.00
10	00079518	A	03/20/2025	15601	MARCI HAIGHT	153.08
10	00079519	A	03/20/2025	2267	MARCIA OSTMEYER	862.97
10	00079520	A	03/20/2025	11797	MARIA RODRIGUEZ	977.20
10	00079521	A	03/20/2025	14699	MARIAH BELLER	637.70
10	00079522	A	03/20/2025	11479	MEGAN WELCH	882.70
10	00079523	A	03/20/2025	12246	MERRIDIE KAUP	695.80
10	00079524	A	03/20/2025	8788	NATHALIE VARGAS	511.00
10	00079525	A	03/20/2025	15962	NICOLE CHILES	641.20

Check Register Summary

Batch Year: 25 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00079526	A	03/20/2025	13498	RACHEL BECK	551.60
10	00079527	A	03/20/2025	130708	SHARON M BROWN	879.90
10	00079528	A	03/20/2025	8524	SHAYNA CEPEL	406.21
10	00079529	A	03/20/2025	10740	SHELLI EICKMEIER	644.70
10	00079530	A	03/20/2025	15725	SONYA SUKUP	148.40
10	00079531	A	03/20/2025	12165	STEPHANIE FOREMAN	269.80
10	00079532	A	03/20/2025	11436	TAMRA CLAY	200.20
10	00079533	A	03/20/2025	13536	TERI OPFER	794.50
10	00079534	A	03/20/2025	70018	VANESSA GASCON-GUARCAS	100.10
10	00079535	A	03/20/2025	230361	WENDY WOLFE	458.50
10	00079536	A	03/20/2025	10545	YARIBEY RODRIGUEZ	1,053.50
10	00079537	C	03/20/2025	15920	FNBO CREDIT CARD	185.60
10	00079538	C	03/20/2025	760	SERVICEMASTER BY SHEVLIN	1,577.00
Total Bank: 10						\$1,071,490.07

Total Computer Checks:	\$1,036,348.92
Total Manual Checks:	\$0.00
Total ACH Checks:	\$36,718.15
Total Other Checks:	\$0.00
Total Electronic Checks:	\$0.00
Total Computer Voids:	-\$1,577.00
Total Manual Voids:	\$0.00
Total ACH Voids:	\$0.00
Total Other Voids:	\$0.00
Total Electronic Voids:	\$0.00
Grand Total:	\$1,071,490.07
Number of Checks:	137

Batch Year	Batch	Amount
25	000187	229,380.51
25	000188	54,616.21
25	000196	762,956.93
25	000198	22,773.82
25	000200	185.60
25	000204	1,577.00

Article IV, Section 9, K Discretionary Leave of Absence

An employee may apply to the Board for a leave of absence from duties. The Board will consider such requests on a case-by-case basis. No leave of absence shall extend beyond one leave year. All discretionary leaves shall be without pay except as may be individually negotiated.

Legal Reference:	
Date of Adoption:	August 19, 2019
Date(s) of Review/Revision:	March 17, 2025

Article IV, Section 9, L FMLA

Family and medical leave shall be allowed under the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) as amended.

The “leave year” for purposes of the FMLA shall be a “rolling” twelve-month period, measured backward from the date of any FMLA usage.

Substitution of accrued paid leaves for otherwise unpaid FMLA leaves may be required at the discretion of the Administrator or the Board. The employee may also have paid leave run concurrently with unpaid FMLA leave entitlement, provided the employee meets applicable requirements of the leave policy.

Employees shall be required to submit medical certification to support a request for FMLA leave because of a serious health condition, or sick leave, when such leave is for a duration in excess of five successive days, and in such other cases as deemed appropriate by the Administrator or the Board based on the nature of the illness or other circumstances surrounding the leave. Second and third medical opinions may, in the Administrator or the Board’s discretion, be required. Employees shall be required to report periodically, at such times as requested by the Administrator or the Board, on their intent to return to work from FMLA leaves and other leaves. Employees shall be required to submit a fitness-for-duty certification from their health care provider as a condition of returning to work from a FMLA leave taken because of the employee’s serious health condition, or from a sick leave taken by reason of the employee’s illness, when such leave was of a duration in excess of five (5) successive days, and upon request of the Administrator or the Board when such is deemed appropriate by the Administrator or the Board based upon the nature of the illness or other circumstances surrounding the leave.

An “equivalent position” for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason of endorsement, college preparation, or experience, or other indicia. In the case of coaching or other similar extracurricular duty assignments, “equivalent position” can be any extracurricular duty assignment. In the case of other employees or positions, “equivalent position” can be one with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Administrator or the Board.

By law, FMLA leave is available only to employees who meet certain conditions. One of the conditions is that the employee “is employed at a worksite where 50 or more employees are employed by the employer within 75 mile of that worksite.”

The ESU will allow employees who do not meet this condition due to the location of their worksite to take unpaid leaves on the same terms and conditions as other ESU employees are

allowed to take FMLA leaves. Such unpaid leaves will be allowed as an ESU provided benefit and not as an FMLA protected leave.

Legal Reference:	29 USC Sections 2611 to 2618 and 29 CFR Part 82
Date of Adoption:	August 19, 2019
Date(s) of Revision/Review:	March 17, 2025

Article IV, Section 9, M Military and Family Military Leave

Military leave and family military leave will be granted to the extent required by state and federal law.

Employees requesting military leave must notify the Administrator as soon as they receive notification of activation. Employees are to attach a copy of their orders to a leave request form when they prepare the request for military leave.

Employees requesting to take family military leave under the Nebraska statutes must notify the Administrator at least 14 days in advance of taking such a leave if the leave will be for 5 or more consecutive days, consult with their supervisor to schedule the leave so as to not unduly disrupt the operations of the ESU. For leaves of less than 5 days, the employee is to notify the Administrator of the leave request as soon as practicable.

Family military leave under the FMLA will be provided in accordance with that law and subject to the provisions of the Board policy pertaining to FMLA leave.

Legal Reference:	Neb. Rev. Stat. §§ 55-160 to 55-166 Neb. Rev. Stat. §§ 55-501 to 55-507 29 U.S.C. §§ 2611, et seq.; 29 CFR Part 825 (FMLA) 38 U.S.C. §§ 4301 to 4333; 20 CFR Part 1002 (USERRA)
Date of Adoption:	August 19, 2019
Date(s) of Review/Revision:	March 17, 2025

Article IV, Section 9, N Adoption Leave

Adoption leave will be permitted to be taken by an adoptive parent for the same time and on the same terms as an employee is permitted to take a leave of absence upon the birth of the employee's child.

The adoptive parent leave of absence begins following the commencement of the parent-child relationship. The parent-child relationship commences, for purposes of adoption leave, when the child is placed with the employee for purposes of adoption. The employee shall be deemed to have waived any adoptive leave days not taken following the commencement of the parent-child relationship, except as the Administrator and the employee may otherwise agree. Advance notice of an anticipated adoption shall be provided by the employee to the Administrator as early as possible.

Legal Reference:	§ 48-234
Date of Adoption:	August 19, 2019
Date(s) of Revision/Review:	March 17, 2025

Article IV, Section 9, O Jury Duty Leave

An employee who is summoned for jury service must promptly notify the employee's immediate supervisor. The employee will be allowed time off for jury duty. There will be no loss of salary or deduction in leave time for time spent in jury service. Any compensation for jury duty, excluding expenses, shall be forwarded to the ESU business office.

If an employee reports for jury duty in the morning and is then dismissed from jury duty for the remainder of the day, the employee is to report for work and resume duties for the balance of the day, except as may be otherwise arranged by the employee's immediate supervisor.

Legal Reference:	§ 25-1640
Date of Adoption:	August 19, 2019
Date(s) of Revision/Review:	March 17, 2025

Article IV, Section 9, P Subpoena to Testify Leave

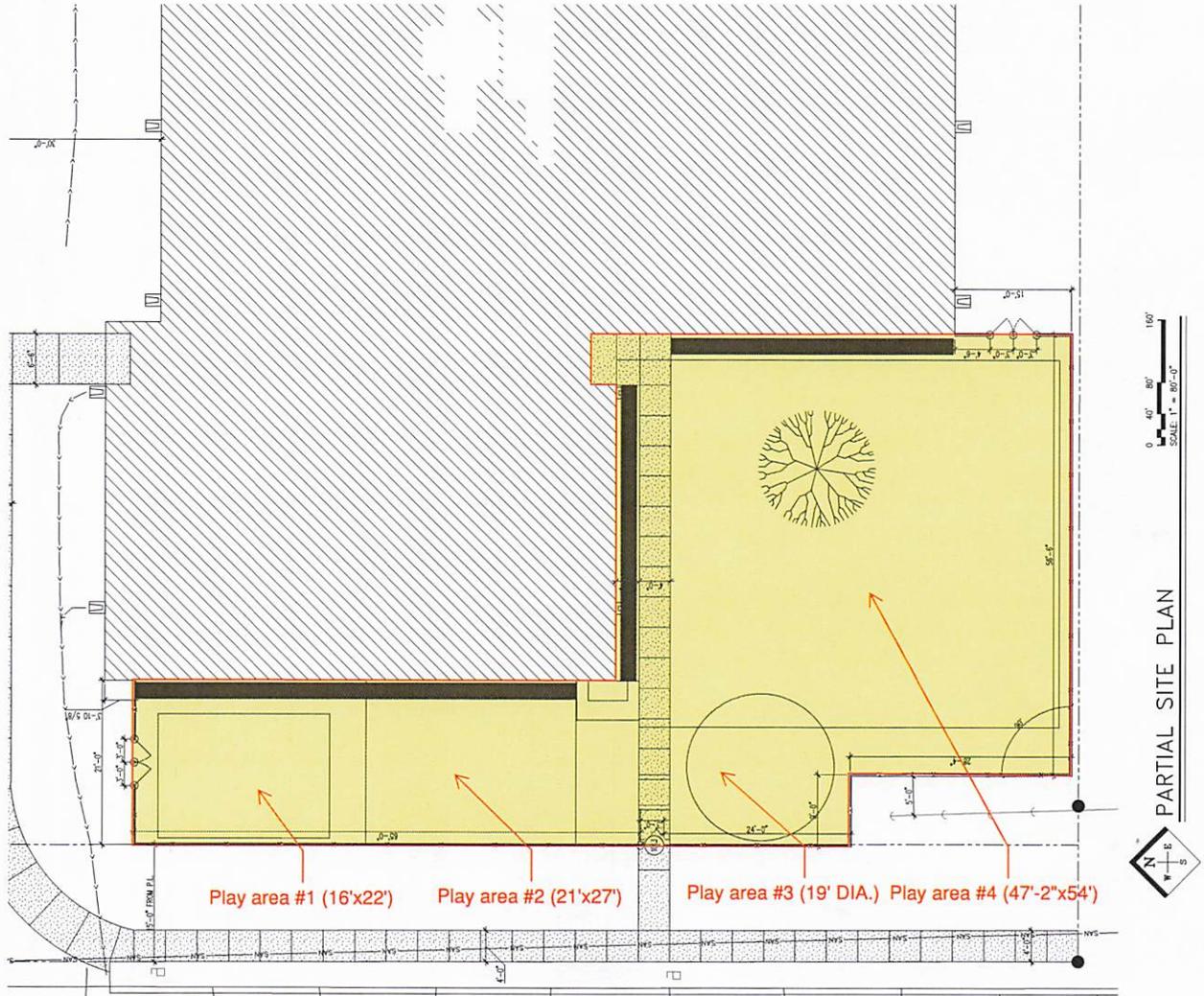
An employee must promptly notify the employee’s immediate supervisor when the employee receives a lawfully issued subpoena to testify in court or to give a deposition that may require an absence from duty.

In the event the subpoena involves a job-related matter in which the employee is testifying on behalf of the ESU, the absence will be treated similar to a jury duty leave.

In the event the subpoena involves a personal matter, the employee will be required to use available leave days. A subpoena will be considered to involve a personal matter whenever the employee or a family member or friend of the employee is a party to the legal proceeding, unless the employee’s involvement in the legal matter is solely due to actions taken in connection with the employee’s work duties, the actions of the employee were not inappropriate, and the ESU is not an opposing party in the legal matter.

Legal Reference:	
Date of Adoption:	August 19, 2019
Date(s) of Revision/Review:	March 17, 2025

Exhibit "A"



Cen7ter

2024-2025 Board Presentation

Cen7ter Staff



Cen7ter Enrollment Status

	Currently Enrolled	Coming - Needs IEP	Apps In-Progress	Inquiries
Clarkson				
Centennial				
Central City				
Cross County	2	1		
David City	10	1		
Boone Central				1
Osceola				
Palmer	1	1		
Twin River				
High Plains	1	1		
Shelby Rising City	3	1		
St. Edwards	2	1		
Leigh				
CPS				
Howells-Dodge				
Humphrey	1	1		
LakeView				
Totals	20	0	0	1

Our Facilities

Wholeness Room

Activity Center

Classrooms

Kitchen

Transportation

Technology

Playground - Wish List

C7 Master Schedule

	Classroom 1 (Rachel)	Classroom 2 (Meridith)	Gym Schedule
9:20	Check-In	Check-In	Check-In
9:30			
9:45	Choice Time	Choice Time	C7 Use
10:00	Functional	Functional	9:45-10:15
10:15	Academics	Academics	
10:30			
10:45			
11:00			IN
11:15			USE
11:30			BY
11:45			LA
12:00	Lunch	Lunch	
12:15	12:00-12:30	12:00-12:30	
12:30	Academic	Academic	
12:45	Work	Work	
1:00	Reading	Reading	
1:15			
1:30			C7 Use
1:45			1:30-2:00
2:00	Choice Time	Choice Time	
2:15	and	and	Locker Room
2:30	Check Out	Check Out	Dismissal

5 Domains of the Program

Domestic (Home Life)

Recreation and Leisure

Vocational

Community

Functional Academics

Cen7ter Job Site Partner List

Ace Hardware

Arby's

Big 10

Broken Mug

Center 7 Movie Theater

Columbus Children's
Museum

Columbus Public Library

Columbus Middle School

Cafeteria

ESU 7 Snack Cart

ESU 7 Vending

YMCA Fieldhouse

HyVee

Motoplex

Outreach

Pizza Ranch

Platte Valley Inn

Runza

Valentinos

YMCA

Paws & Claws

Columbus Hatchery

Article II, Section 8, A Personal Presence at Meetings and Telephone Conference or Videoconference Meetings

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

The procedures for a virtual conference meeting are as follows:

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

Legal Reference:	§ 84-1411 (2) (3), (5) and (6)
Date of Adoption:	May 21, 2018
Date of Revision:	August 16, 2021 March 17, 2025
Date(s) of Review:	April 19, 2021 September 15, 2022

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Legal Reference:	§ 84-1411 (2) (3), (5) and (6)
Date of Adoption:	May 21, 2018
Date of Revision:	August 16, 2021 March 17, 2025
Date(s) of Review:	April 19, 2021 September 15, 2022



Office Use Only:

Degree * MA

Hours Earned * 0

Experience 8

Index 1.53

FTE 1.0

Salary + Equity* \$ 60,575.76 + 11,418.00

*Anticipated for (2025-2026 school year)

CERTIFICATED SPECIAL EDUCATION CONTRACT

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

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

1. **Term of Employment.** This agreement shall commence on the 11th day of August, 2025. This agreement shall terminate on the 20th day of May, 2026 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 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 12 day of March, 2025.

Brooke Hemmer

Party

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

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

Hemmer '25-'26

Final Audit Report

2025-03-12

Created:	2025-03-12
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABVLk7R6I96NfubA4KIg6gCxuzAIZJt8w

"Hemmer '25-'26" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2025-03-12 - 1:29:03 PM GMT
-  Document emailed to Brooke Hemmer (bhemmer@esu7.org) for signature
2025-03-12 - 1:29:56 PM GMT
-  Email viewed by Brooke Hemmer (bhemmer@esu7.org)
2025-03-12 - 2:36:20 PM GMT
-  Document e-signed by Brooke Hemmer (bhemmer@esu7.org)
Signature Date: 2025-03-12 - 2:38:36 PM GMT - Time Source: server
-  Agreement completed.
2025-03-12 - 2:38:36 PM GMT



Office Use Only:

Degree * MA

Hours Earned * 0

Experience 15

Index 1.81

FTE 1.0

Salary + Equity* \$ 71,661.52 + 11,418.00

*Anticipated for (2025-2026 school year)

CERTIFICATED SPECIAL EDUCATION CONTRACT

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

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

1. **Term of Employment.** This agreement shall commence on the 11th day of August, 2025. This agreement shall terminate on the 20th day of May, 2026 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 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 26 day of February, 2025.

Amy Melcher
Amy Melcher (Feb 26, 2025 08:04 CST)

Party

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

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

Melcher '25-'26

Final Audit Report

2025-02-26

Created:	2025-02-25
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXM1hYeV8uaXAc4F-VjUuntgdnsT0CoH4

"Melcher '25-'26" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2025-02-25 - 2:47:03 PM GMT
-  Document emailed to adfrancis@hotmail.com for signature
2025-02-25 - 2:47:55 PM GMT
-  Email viewed by adfrancis@hotmail.com
2025-02-26 - 2:00:05 PM GMT
-  Signer adfrancis@hotmail.com entered name at signing as Amy Melcher
2025-02-26 - 2:04:50 PM GMT
-  Document e-signed by Amy Melcher (adfrancis@hotmail.com)
Signature Date: 2025-02-26 - 2:04:52 PM GMT - Time Source: server
-  Agreement completed.
2025-02-26 - 2:04:52 PM GMT



Office Use Only:

Degree * MA

Hours Earned * 0

Experience 1

Index 1.25

FTE 1.0

Salary + Equity* \$ 49,490.00 + 11,418.00

*Anticipated for (2024-2025 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 Olivia Bell, hereinafter referred to as the "Party".

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

1. **Term of Employment.** This agreement shall commence on the 11th day of August, 2025. This agreement shall terminate on the 20th day of May, 2026 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 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 10 day of March, 2025.

Olivia Bell
Olivia Bell (Mar 10, 2025 19:50 CDT)

Party

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

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

Bell '25-'26

Final Audit Report

2025-03-11

Created:	2025-03-10
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABhzt9tPjIWwSd6WaFX4tOc_XJWmqz-t

"Bell '25-'26" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2025-03-10 - 1:56:58 PM GMT
-  Document emailed to Olivia Bell (bellolivia01@gmail.com) for signature
2025-03-10 - 1:57:54 PM GMT
-  Email viewed by Olivia Bell (bellolivia01@gmail.com)
2025-03-11 - 0:47:38 AM GMT
-  Document e-signed by Olivia Bell (bellolivia01@gmail.com)
Signature Date: 2025-03-11 - 0:50:16 AM GMT - Time Source: server
-  Agreement completed.
2025-03-11 - 0:50:16 AM GMT



Office Use Only:

Degree * MA

Hours Earned * 27

Experience 8

Index 1.68

FTE 1.0

Salary + Equity* \$ 73,705.70 + 11,418.00

*Anticipated for (2025-2026 school year)

CERTIFICATED SPECIAL EDUCATION CONTRACT

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

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

1. **Term of Employment.** This agreement shall commence on the 1st day of July, 2025. This agreement shall terminate on the 30th day of June, 2026 or may be terminated pursuant to Section 7 of the attached contract, whichever comes first. This term shall consist of 205 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 July and on the 20th day of each month thereafter.
3. **Fringe Benefits:** ESU7 agrees to pay such part of the health and dental insurance premium of the party as may be agreed upon in negotiations between ESU7 and bargaining organization or organizations of the party, providing said party opts to participate in such an insurance program.
4. **Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is

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

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

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

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

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

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

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

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

Secretary, Board of ESU7

President, Board of ESU

Executed by the Party this 12 day of March, 2025.


Ab... (Mar 12, 2025 10:24 CDT)

Party

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

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

'25-'26 Address

Final Audit Report

2025-03-12

Created:	2025-03-12
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX7aFwcU99A8oWU0GIXeWfsDkwn7ljlIAS

"'25-'26 Address" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2025-03-12 - 3:17:23 PM GMT
-  Document emailed to aabuett@gmail.com for signature
2025-03-12 - 3:22:08 PM GMT
-  Email viewed by aabuett@gmail.com
2025-03-12 - 3:22:22 PM GMT
-  Signer aabuett@gmail.com entered name at signing as Abbey Address
2025-03-12 - 3:24:39 PM GMT
-  Document e-signed by Abbey Address (aabuett@gmail.com)
Signature Date: 2025-03-12 - 3:24:41 PM GMT - Time Source: server
-  Agreement completed.
2025-03-12 - 3:24:41 PM GMT



Office Use Only:

Degree * MA

Hours Earned * 0

Experience 1

Index 1.25

FTE 1.0

Salary + Equity* \$ 49,490.00 + 11,418.00

*Anticipated for (2025-2026 school year)

CERTIFICATED SPECIAL EDUCATION CONTRACT

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

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

1. **Term of Employment.** This agreement shall commence on the 11th day of August, 2025. This agreement shall terminate on the 20th day of May, 2026 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 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 **13** day of **03**, 20**25**.

Abby Kapels
Abby Kapels (Mar 13, 2025 22:10 CDT)

Party

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

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

'25-'26 Kapels

Final Audit Report

2025-03-14

Created:	2025-03-12
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA24AQUslpAXpO7nLAioJuOYhMdengkc2W

"'25-'26 Kapels" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2025-03-12 - 1:00:14 PM GMT
-  Document emailed to abbykapels@gmail.com for signature
2025-03-12 - 1:01:27 PM GMT
-  Email viewed by abbykapels@gmail.com
2025-03-12 - 1:05:47 PM GMT
-  Signer abbykapels@gmail.com entered name at signing as Abby Kapels
2025-03-14 - 3:10:38 AM GMT
-  Document e-signed by Abby Kapels (abbykapels@gmail.com)
Signature Date: 2025-03-14 - 3:10:40 AM GMT - Time Source: server
-  Agreement completed.
2025-03-14 - 3:10:40 AM GMT

Nebraska ESU Coordinating Council March 12, 2025



**Nebraska
Collaborative &
Credentialed
Learning
Network**



Board Discussions:

- CEO Updates
- Strategic Planning
- Master Service Agreement
- Student Leader Event
- Legislative Updates
- Literacy Updates
- Use of Sparq for salary arrays



**Project Profile:
Student Record
System (SRS)**

2025 Spring Conference Schedule

****Schedule is tentative and subject to change****

Wednesday, March 19, 2025

TBD Executive Committee Meeting—Bronze 5

10:00 AM–2:00 PM Pre-Session: The Seven Habits of Highly Effective People, *presented by Franklin Covey*

6:30 PM–9:00 PM Exhibitor Check-In & Setup—Gold 4,5,6,10,11,12

7:00 PM–9:00 PM Attendee Registration—Registration 1

7:00 PM Hospitality Rooms

Thursday, March 20, 2025

7:15 AM Attendee Registration—Registration 1

Coffee and Rolls—Gold 4,5,6,10,11,12

8:30 AM General Session—Silver 4,5,6,10,11,12

Presiding: *Dr. Heather Nebesniak, NRCSA President, Supt, Ord Public Schools*

8:30 AM – 9:00 AM Musical Welcome:

9:05 AM – 9:15 AM Scholarships and Awards:

NRCSA Scholarship & Gary Fisher Fine Arts Scholarship Announcements

9:30 AM – 10:20 AM Keynote Address: *Joe Sanfelippo*

10:20 AM–11:00 AM Exhibitor Time

11:00 AM–11:50 AM Thursday Morning Select-a-Sessions

12:00 PM Lunch General Session—Silver 4,5,6,10,11,12

Presiding: *Dr. Mark Lenihan, NRCSA Past President, Supt, Wayne Community Schools*

12:35 PM – 12:55 PM Keynote Address: *Dr. Brian Maher, Commissioner of Education, NDE*

1:00 PM – 1:40 PM Scholarships and Awards:

Outstanding Elementary Teacher

Outstanding Secondary Teacher

Gary Fisher Outstanding Music Teacher

Outstanding ESU Staff Member

1:45 PM–2:20 PM Exhibitor Time

2:20 PM–3:10 PM Thursday Afternoon Select-a-Sessions

3:10 PM–3:35 PM Exhibitor Time

3:35 PM–4:25 PM Thursday Afternoon Select-a-Sessions

4:30 PM–5:30 PM Exhibitor Hospitality

6:00 PM Chuckwagon Buffet—Silver 4,5,6,10,11,12

7:00 PM Hospitality Rooms

Friday, March 21, 2025

7:15 AM Attendee Registration—Registration 1

Coffee and Rolls—Registration 1

8:00 AM–8:50 AM Friday Select-a-Session I

9:00 AM–9:50 AM Friday Select-a-Session II

10:00 AM–10:45 AM Brunch Buffet—Silver 4,5,6,10,11,12

10:30 – 11:00 AM Musical Welcome: *TBD*

10:50 AM Closing Session—Silver 4,5,6,10,11,12

Presiding: *Chris Kuncl, NRCSA President-Elect, Supt, Mullen Public Schools*

11:00 AM – 11:45 AM Scholarships and Awards:

Outstanding Classified Staff Member

Outstanding Board Member

Outstanding Principal

Outstanding Superintendent

11:50 AM – 12:45 PM Keynote Address: *TBD*

12:50 PM Thank Yous, Prizes, & Drawings

WHO ...

(TARGET AUDIENCE)

- Newly elected or recently appointed school board members, experienced board members, Superintendents, and ESU Administrators.

WHAT ...

- 2025 New Board Member Webinar

WHEN ...

- Monday, March 24th, from 7:00 to 9:00 PM CT

WHERE ...

- Virtually, via Teams meeting

WHY ...

If you did not have the opportunity to participate in the New Board Member Workshops this past December, this is your opportunity to participate. Topics include:

- Roles & Responsibilities
- Board Protocol & Procedures
- Open Meeting Laws
- Superintendent Evaluations
- Board Self-Assessment
- And more ...

15 awards of achievement points will be earned for attending

2025 NASB FINANCE WORKSHOPS



BUDGET & FINANCE WORKSHOPS
MARCH 4 - KEARNEY MARCH 11 - CRETE
APRIL 9 - NORFOLK

AMPLIFIED FINANCE WORKSHOP
MARCH 27 - KEARNEY

WORKSHOP REGISTRATION

REGISTER NOW FOR THE BUDGET & FINANCE WORKSHOPS

March 4 - Holiday Inn Kearney
110 2nd Avenue, Kearney, NE
Registration Deadline - February 27

\$ 75

March 11 - Crete Public Schools
930 Main Ave, Crete, NE
Registration Deadline - March 6

April 9 - Norfolk Country Club
1700 N. Riverside Blvd, Norfolk, NE
Registration Deadline - April 4

REGISTER NOW FOR THE AMPLIFIED FINANCE WORKSHOP

March 27 - Younes South, Kearney
416 Talmadge St, Kearney, NE 68845
Registration Deadline - March 21

\$ 100

To Register:

- Go to <https://nasb.envisiams.com/> 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 402-423-4951 for assistance.
- \$25 cancellation fee by the registration deadline. No refunds after the deadline.

Registration fees for the Workshops are as follows:

BUDGET & FINANCE - NASB MEMBER	\$75
AMPLIFIED - NASB MEMBER	\$100
NON-NASB MEMBER	\$200
CANCELLATION FEE	\$25

Suggested Audience:

- School Board Members, Superintendents, ESU Administrators, Business Managers



NASB FINANCE WORKSHOPS

Both new and veteran school board members must have a fundamental understanding of school finance. Superintendents, business managers, and bookkeepers are required to have a deep and comprehensive understanding of finance because taxpayers and citizens are asking districts to provide more detailed information about their finances. These workshops will feature Carl Dietz and Matt Fisher, two school finance experts, who will structure the presentation around all aspects of the school district finance.

BUDGET & FINANCE WORKSHOPS

4:00 PM - Registration 4:30 PM - Workshop & Dinner 8:30 PM - Adjourn

1. Understanding TEEOSA and other forms of state aid
2. Restrictions placed on school finances
 - Levy limits; Budget Authority; Revenue Cap; Joint Public Hearing
3. Importance of cash reserves
4. Having a long term financial plan and a capital replacement schedule
5. Discussion of financial information that should be provided to board members and the community, including samples and legal posting requirements for board meeting notices, financial reports and minutes
6. The budgeting process is not a 'one and done' activity, rather it's something that needs to be discussed throughout the entire year

AMPLIFIED FINANCE WORKSHOP - MARCH 27

10:00 AM - Registration 10:30 PM - Workshop & Lunch 4:30 PM - Adjourn

1. Review all of the funds
2. Understanding TEEOSA, Foundation aid, and other forms of state funding
 - Impact on equalized and nonequalized districts
3. Perform a detailed NDE budget for all funds
4. Prepare a line item budget for all receipts and expenses
5. How to prepare a five-year projection of receipts, expenses, and cash balance
6. Payroll preparation
7. Building a capital replacement schedule
8. How to build a cost group spending comparability spreadsheet
8. Impact of financial restrictions such as the Joint Public Hearings, Budget Authority, and Revenue Caps.

15 AWARDS OF ACHIEVEMENT POINTS EARNED BY ATTENDING



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



OPEN MEETINGS LAW WORKSHOPS



MARCH 25 - GERING
MARCH 26 - KEARNEY
MARCH 31 - NORFOLK
APRIL 1 - LINCOLN



WORKSHOP REGISTRATION

**REGISTER NOW FOR THE 2025 OPEN MEETINGS WORKSHOPS
6:30 to 8:00 PM**

March 25 - Gering Civic Center
1050 M St, Gering, NE 69341
Registration Deadline - March 20

March 26 - Holiday Inn Kearney
110 2nd Ave, Kearney, NE 68847
Registration Deadline - March 20

March 31 - Norfolk - Lifelong Learning Center
601 E Benjamin Ave, Norfolk, NE 68701
Registration Deadline - March 27

April 1 - Courtyard Lincoln Downtown/Haymarket
808 R St, Lincoln, NE 68508
Registration Deadline - March 27

-- *Beverages & Snacks Provided* --

To Register:

- Go to <https://nasb.envisiams.com/> 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 402-423-4951 for assistance.
- \$25 cancellation fee by the registration deadline. No refunds after the deadline.

Registration fees for the Workshops are as follows:

NASB MEMBER	\$50
NON-NASB MEMBER	\$75
CANCELLATION FEE	\$25



OPEN MEETINGS LAW WORKSHOP

JOIN US ... 6:30 TO 8:00 PM

AGENDA - NOTICE - MINUTES - CLOSED SESSION - SPECIAL MEETING
EMERGENCY MEETING - PUBLIC COMMENT - Q&A

We're excited to invite you to an informative workshop on the **Nebraska Open Meetings Law**, designed to help you understand the importance of transparency and compliance in public meetings.

This interactive, scenario based, workshop is specifically designed for locally elected officials. Attendance at this workshop will provide valuable insights and practical tips. Join us for an engaging session with NASB Executive Director, John Spatz. He will break down the essentials, answer your questions, and share best practices.

Don't miss this opportunity to enhance your knowledge and stay informed!

SUGGESTED AUDIENCE

School Board members and School Superintendents, ESU Administrators, and Administrative Assistants

15 AWARDS OF ACHIEVEMENT POINTS EARNED BY ATTENDING
CLE CREDITS PENDING APPROVAL FOR ATTORNEYS ATTENDING THE SEMINAR

www.NASBonline.org





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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL
AND
EDUCATIONAL SERVICE UNIT**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Educational Service Unit Coordinating Council (the “ESUCC”) and Educational Service Unit Number **7** (the “ESU”), collectively referred to as “the Parties.”

WHEREAS, in 2024, the Nebraska Legislature enacted LB 1284; and

WHEREAS, Section 13 of LB 1284 (now codified as Neb. Rev. Stat. § 79-2607) allocates funds to hire regional coaches for improved literacy and to provide assistance and job-embedded training relating to evidence-based reading instruction to teachers who teach students in kindergarten through third grade; and

WHEREAS, Neb. Rev. Stat. § 79-2607(3) directs the State Department of Education to “work with educational service units” to provide regional coaches; and

WHEREAS, the ESU has requested the ESUCC to play an important role in coordinating and overseeing the statewide literacy projects and funds with the State Department of Education; and

WHEREAS, this MOU will memorialize the obligations and expectations of both Parties during the term of this MOU.

NOW, THEREFORE, in consideration of mutual covenants, the parties agree as follows:

1. Funds through June 30, 2025.

(ESUs 1, 2, 5, 10, 15, 18, 19) The State Department of Education will allocate \$78,000 directly to the ESU for the ESU to hire a regional coach. The ESU shall have the sole discretion in hiring and employing the regional coach, and the ESU shall be solely responsible for all compensation and benefits paid to the regional coach. The ESUCC shall have no involvement in the ESU’s regional coach’s employment.

The State Department of Education will allocate \$20,000 directly to the ESU for training for regional coaches and educators to each of Nebraska’s seventeen ESUs. The ESU will be solely responsible for accounting, tracking, and ensuring that the \$20,000 training funds are spent in accordance with the legal requirements. The ESUCC may, upon reasonable request, coordinate with the State Department of Education to issue guidance on the appropriate uses of these training funds.

In addition to the aforementioned funds, the State Department of Education will allocate an additional \$56,792.18 directly to the ESU to be used for coach training (the “First Coaching Stipend”). The ESU agrees to remit to the ESUCC the entire First Coaching Stipend amount within 14 days of the ESU’s receipt of the First Coaching Stipend from the State Department of Education. The ESUCC shall retain and allocate the First Coaching Stipend as outlined in this MOU.

2. Funds through June 30, 2026.

(ESUs 1, 2, 5, 10, 15, 18, 19) The State Department of Education will allocate \$105,882 directly to the ESU for the ESU to retain a regional coach. The ESU shall have the sole discretion in employing the regional coach, and the ESU shall be solely responsible for all compensation and benefits paid to the regional coach. The ESUCC shall have no involvement in the ESU’s regional coach’s employment.

(ESUs 3, 4, 6, 7, 8, 9, 11, 13, 16, 17) The State Department of Education will allocate \$78,000 directly to the ESU for the ESU to hire a regional coach. The ESU shall have the sole discretion in hiring and employing the regional coach, and the ESU shall be solely responsible for all compensation and benefits paid to the regional coach. The ESUCC shall have no involvement in the ESU’s regional coach’s employment.

In addition to the aforementioned funds, the State Department of Education will allocate an additional \$16,401.53 directly to the ESU to be used for coach training (the “Second Coaching Stipend”). The ESU agrees to remit to the ESUCC the entire Second Coaching Stipend amount within 14 days of the ESU’s receipt of the Second Coaching Stipend from the State Department of Education. The ESUCC shall retain and allocate the Second Coaching Stipend as outlined in this MOU.

3. Funds through August, 2027.

The State Department of Education will allocate \$105,882 directly to the ESU for the ESU to retain a regional coach. The ESU shall have the sole discretion in employing the regional coach, and the ESU shall be solely responsible for all compensation and benefits paid to the regional coach. The ESUCC shall have no involvement in the ESU’s regional coach’s employment. There shall be no obligation by the ESU to remit any of these funds to the ESUCC, unless otherwise mutually agreed in writing.

4. ESU Obligations and Expectations.

Under the terms of this MOU, the ESU agrees to the following:

- a. Reasonably respond and provide updates to ESUCC staff inquiring about the status of coaches and progress made by coaches or coaching programs;
- b. Provide information in response to ESUCC’s request in assisting the Department of Education with any reports or updates to the Nebraska Legislature on the status of the statewide literacy program;

- c. Coordinate and communicate with the ESUCC on the implementation and development of the statewide literacy program; and
- d. All other reasonable steps needed to effectuate the statewide literacy program.

5. ESUCC Obligations and Expectations.

- a. Coordinate with the State Department of Education on the permitted uses of literacy funds, and communicate those expectations with the ESU;
- b. Upon an ESU's request, present any questions to the State Department of Education about the literacy program and communicate the Department's response to the ESU;
- c. Coordinate statewide literacy coaches and their initiatives, ensuring alignment with the Nebraska Literacy Project under the direction of the NDE Literacy Officer;
- d. Update the ESU Administrator or designee on a regular basis on the status of the statewide literacy program and anticipated developments;
- e. Coordinate with the Board of the ESUCC, including the ESU's Administrator, on the allocation and distribution of the First Coaching Stipend and Second Coaching Stipend to ensure that the funds are used statewide as the Legislature intended and Department approves;
- f. Keep a detailed account of all expenses paid from or allocated to the First Coaching Stipend and Second Coaching Stipend and ensure that such expenses are allowed under the Department's guidance;
- g. Coordinate training opportunities and professional development for regional coaches and educators in the ESU; and
- h. All other reasonable steps needed to effectuate the statewide literacy program.

6. Administrative Fee.

In exchange for the ESUCC's administrative oversight and time commitment, the ESU and ESUCC both agree to allocate 8% of both the First Coaching Stipend and Second Coaching Stipend as an administrative fee to be retained by the ESUCC and not subject to the literacy coaching and training requirements.

7. Term of MOU.

This MOU shall commence on the date that the last Party executes the MOU and shall continue through June 30, 2027. Either Party may terminate this MOU by providing at least three months' written notice to the other Party. In the event that either Party terminates this MOU before June 30, 2027, then the Parties shall meet to determine the proportionate amount(s) to be returned to the other Party. The Parties further understand and agree that the ESUCC may only return funds to the ESU under this MOU after a vote of approval by a majority of the ESUCC Board. If the ESU terminates this MOU before June 30, 2027, then the ESU hereby acknowledges that it will not be entitled to any support or assistance from the ESUCC related to the statewide literacy program.

8. Meet and Confer

The Parties agree that this MOU cannot cover all the terms and conditions of the statewide literacy program. As a result, the Parties agree to communicate in a timely manner on questions, concerns, uncertainties, and planning to ensure that both Parties abide by the intent of this MOU. If any disagreements arise during this MOU, the Parties agree to meet in good faith to reach a mutually agreeable resolution.

IN WITNESS WHEREOF the parties have executed this Agreement on the last date written below.

ESUCC

ESU NUMBER 7

By: 
Larianne Polk (Feb 22, 2025 15:36 CST)
Name: Dr. Larianne Polk
Title: ESUCC CEO
Date: Feb 22, 2025

By: 
Kris Elmshaeuser (Feb 19, 2025 16:19 CST)
Name: Kris Elmshaeuser
Title: Feb 19, 2025
Date: Feb 19, 2025

MOU - Literacy Program ESU 7

Final Audit Report

2025-02-22

Created:	2025-02-19
By:	Mindy Reed (mreed@esucc.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALQ60XVgD4q5rgJRuW31MHFVYtqM9c9Hk

"MOU - Literacy Program ESU 7" History

-  Document created by Mindy Reed (mreed@esucc.org)
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-  Mindy Reed (mreed@esucc.org) replaced signer kelmhaeuser@esu7.org with Kris Elmshaeuser (kelmshaeuser@esu7.org)
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Signature Date: 2025-02-22 - 9:36:00 PM GMT - Time Source: server

✔ Agreement completed.

2025-02-22 - 9:36:00 PM GMT



2025 *Board Recognition Dinner*

April 22, 2025

The Oak Room of Columbus
(Schwesers Building)
1270 27th Avenue, Columbus, NE 68601

Social Hour
5:00 - 6:00pm

Dinner, Awards and Recognition
6:00 - 8:00pm

Service Awards

Maria Rodriguez Borquez	5 years
Richard Stuart	5 years
Travis Kassing	5 years
Megan Welch	5 years
Hayley Murphy	5 years
Tamra Clay	5 years
Cassandra Ruth	10 years
Cindy Wieser	15 years
Elissa Heibel	20 years

Board of Education

Doug Pauley, President	District 8
Jack Young, Vice-President	District 5
Dawn Lindsley, Secretary	District 12
Richard Stephans	District 1
Beth Kabes	District 2
Amy Blaser	District 3
Vacant	District 4
Bob Arp	District 6
Karen Gomez	District 7
Joyce Baumert	District 9
Marni Danhauer	District 10
Don Graff	District 11



ESU 7 Goals 2024-2025: Board and Administrator

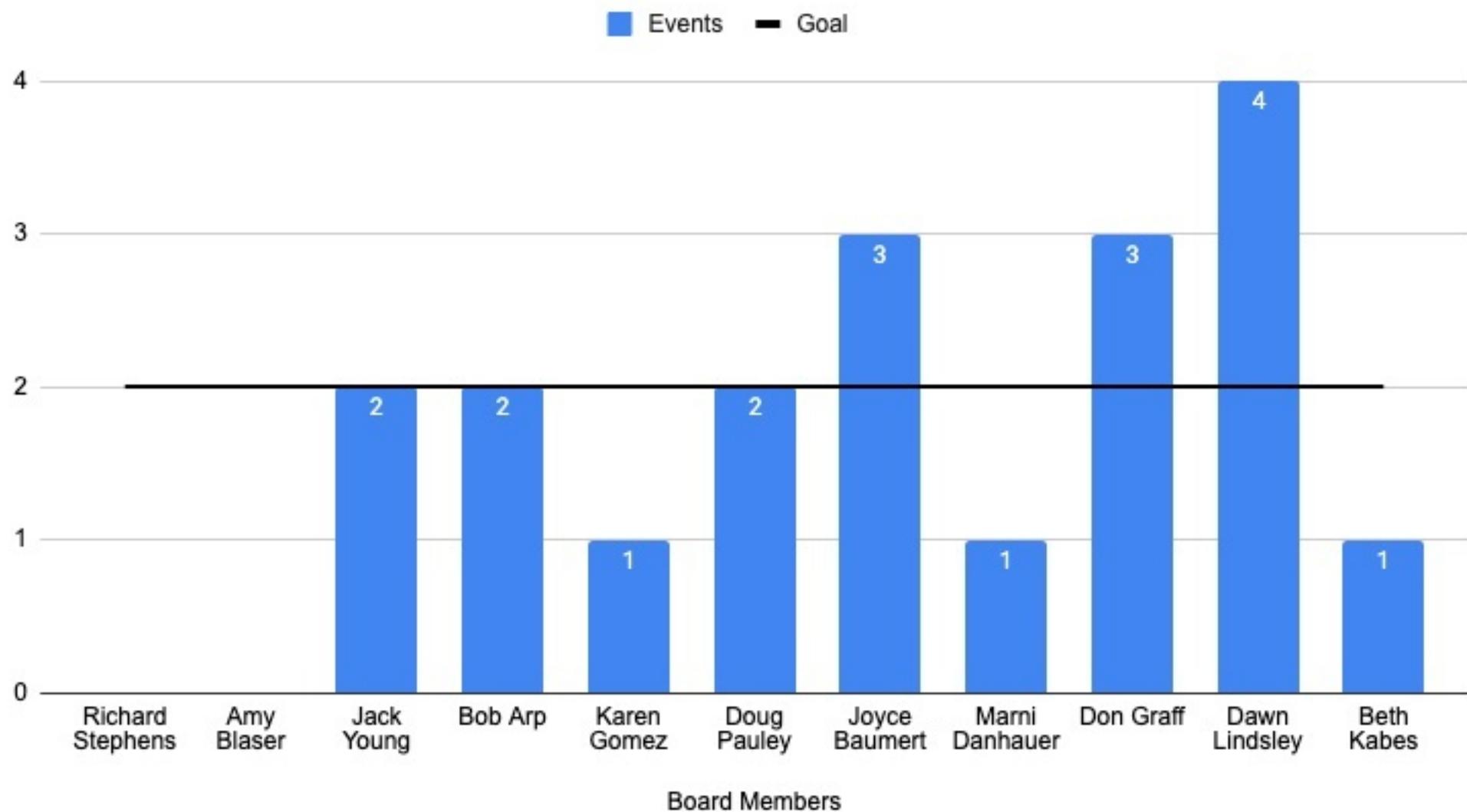
Board of Education

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

Administrator

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

Goal 2 - Professional Events 2024-2025





January 2025 - March 2025

**QUARTERLY
UPDATE**

COMPONENT 1: RELATIONS WITH THE BOARD

- Policies Reviewed:
 - Article I, Section 1, F Unit Calendar
 - Article I, Section 2, B Duties and Functions of the Board
 - Article I, Section 3, B Filling Vacancies
 - Article I, Section 3, C Role of Individual Board Members
 - Article I, Section 3, D Orientation of New Board Members
 - Article I, Section 3, E Oath of Office
 - Article I, Section 3, F Code of Ethics for Board Members
 - Article I, Section 3, G Compensation of Board Members
 - Article I, Section 4, A Officer Positions
 - Article I, Section 4, B President
 - Article I, Section 4, C Vice President
 - Article I, Section 4, D Secretary
 - Article I, Section 4, E Treasurer
 - Article I, Section 4, F Recording Secretary
 - Article I, Section 4 G Removal From Officer Position
 - Article I, Section 4, H Filling a Vacancy in an Officer Position
 - Article I, Section 5, A Committees
 - Article I, Section 5, B Appointments
 - Article I, Section 5, C Temporary Committees
 - Article I, Section 5, D Committee Operations
 - Article II, Section 6, A Notice to Public
 - Article IV, Section 9, F Bereavement Leave
 - Article IV, Section 9, G Personal Leave
 - Article IV, Section 9, H Maternity Leave
 - Article IV, Section 9, I Professional Leave
 - Article IV, Section 9, J Vacation Leave
 - Article V, Section 1, A Policy of Non-Discrimination
- Administrator Board Report: January, February, and March
- ESUCC Updates to Board: January, February and March
- **Committee Meetings:**
 - Negotiations - February & March
 - Buildings & Grounds - February
- Email Communication: Construction updates, Board packets, NASB Board, and DYKs
- Monthly Meeting with Board President: January, February and March(via Zoom)
- Monthly Meeting with Board Vice President: January, February and March
- Board members who Utilize Health Insurance: currently no board members

Board Goal 1: By July 2025, the ESU 7 board will have advertised for a Chief Administrator, completed the interview process, sent a contract, hired a Chief Administrator, made the announcement, and begun the onboarding process.
Goal Percentage: 100%

COMPONENT 2: COMMUNITY RELATIONSHIPS

- Attend and Participate in ESUCC/NDE Collaborative Planning Meetings: Ongoing
- Partnership Opportunities Since January 1:
 - ESU Coordinating Council Leadership Meetings - 1x/month
 - Directors Meetings - 2x/month
 - Agency Team Meetings - 1x/month
- New Senator Meet & Greet: January
- STANCE Meeting & Senator Visits with Executive Committee: February
- Monthly Zoom Meetings with Administrators from ESU 5 and ESU 13: February
- Zoom Meetings with Senator Hughes & Superintendents: Monthly
- Rapid Response Community Meeting: January
- Working on the construction projects with Rutt's and BD Construction and RVW.
- Met with Mike Kennedy to create specs for playground and opened the bids.

Board Goal 3: By July 2025, the ESU 7 board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured. Goal Percentage: 25%

Board Goal 4: By July 2025, the ESU 7 board will continue to use the operationalized communication materials detailing tailored services and outcomes at scheduled visits to each district. Goal Percentage: 25%

Agency Team Goal: By January 2025, ESU 7 will plan, prepare and evaluate a professional development regional conference for stakeholder schools and internal ESU 7 staff. Goal Percentage: 100%

Cen7ter Goal: By the end of the 24-25 school year, Cen7ter will increase communication with families by creating a Facebook page to promote family engagement. Goal Percentage: 75%

Grants Goal: By May 2025, the Grants team will have increased visibility, knowledge, and awareness of our services to all school staff. Goal Percentage: 60%

Migrant Goal: By May 2025, the ESU 7 MEP team will organize and facilitate six in-person Family and Community Engagement meetings across the 33-county region to increase parental participation in educational activities and support student success. Goal Percentage: 58%

Psychology Goal: By May 2025, the School Psychology department will create tools for districts to use to keep track of evaluation timelines and provide education to resource staff and administrators on how to use the tools. Goal Percentage: 80%

Vision Goal: By May 2025, the Vision Department will create a brochure to hand out stating our department services and individual roles. Goal Percentage: 45%

COMPONENT 3: STAFF AND PERSONNEL RELATIONSHIPS

- Agency Team Meetings: December, January and February
- Committee Meetings: All-Staff Planning
- All-Staff Meeting: February
- Director Meetings: January, February and March
- Ongoing Staff Evaluation and Goal Setting
- Advertised, interviewed and hired a Professional Development Director
- Advertised, interviewed and hired a Receptionist/Administrative Secretary
- Bi-weekly walk throughs for visibility with staff
- Monthly emails regarding updates and construction progress
- Legislative Communication/Visibility

Agency Team Goal: By January 2025, ESU 7 will plan, prepare and evaluate a professional development regional conference for stakeholder schools and internal ESU 7 staff. Goal Percentage: 100%

Administration Goal 1: By July 2025, the Administration Department will review procedures for consistency in all departments, in communication to districts and within the agency. Goal Percentage: 45%

Bridges Goal: By next August, all Bridges staff will be trained on how to implement the VB-MAPP, PECS, PEAK, and Structured Teach. Goal Percentage: 25%

Early Childhood Goal: ESU Early Childhood team will learn 2 new statutes and gather 12/15 individual district policies on opting out and parent choice policies by March 2025. Goal Percentage: 50%

Learning Academy Goal: With the addition of a new program (future class), we will reimagine, rearrange, and be flexible with our limited space as demonstrated by meeting the following objectives: Student break space within the classroom, Clear expectations/agreements of shared spaces, Clear communication about space usage, Functional spaces so it is efficient for anyone using it. Goal Percentage: 90%

Speech Goal: By May of 2025, the SLP Department will increase the consistency of the evaluation process across clinicians by developing a procedural checklist and report template. Goal Percentage: 80%



COMPONENT 4: EDUCATIONAL LEADERSHIP

- 2025 Superintendent Meetings: January, March, April
- STANCE Meeting & Senator Visits with Executive Committee: February
- Meetings with Lakeview and Columbus Public School Leadership: Monthly
- Agency Team Meetings: January, February and March
- Director Meetings: January, February and March
- NNNC meetings: Monthly
- NCNE (Nebraska Cybersecurity Network for Education) Meetings: Monthly
- ESU Coordinating Council Leadership Meetings: Monthly
- New Senator Meet & Greet: January
- NASB Legislative Issues Conference: January
- Nebraska State Board of Education Meeting: February
- ESUCC Legislative Day: February
- ESU Student Leadership Day: March Zoom with Governor and Staff
- ESU MTSS (Rule 84) Discussions: Ongoing

Board Goal 2: By July 2025, the ESU 7 board will attend at least two professional/personal learning events annually. Goal Percentage: 66%

Agency Team Goal: By January 2025, ESU 7 will plan, prepare and evaluate a professional development regional conference for stakeholder schools and internal ESU 7 staff. Goal Percentage: 100%

Early Childhood Goal: ESU Early Childhood team will learn 2 new statutes and gather 12/15 individual district policies on opting and parent choice policies by March 2025. Goal Percentage: 50%



COMPONENT 5: BUSINESS AND FINANCE

- Sign/Inspect Monthly Bills
- Budget Maintenance with Agency Team: Monthly
- Accounts Payable work and examination: Monthly
- Revenue flow status work
- Budget Development work with business manager and Directors: Monthly

Board Goal 1: By July 2025, the ESU 7 board will have advertised for a Chief Administrator, completed the interview process, sent a contract, hired a Chief Administrator, made the announcement, and begun the onboarding process. Goal Percentage: 100%

Administration Goal 2: By July 2025, the Administration Department will develop an invoicing system with the ARS in LINQ. Goal Percentage: 50%

COMPONENT 6: PROFESSIONAL/PERSONAL QUALITIES

- Interactions with ESU staff, school staff, school leadership, and Board
- Monthly Meetings with Coordinators/Directors (Marci, Tami, Dan, Cynthia)
- Monthly Meetings with Support Staff (Linda, Jan Marie, Morgan)
- Daily Secretary Meetings

COMPONENT 7: PROFESSIONAL GROWTH

- ESUCC Committees and ESUCC/Board Meetings: January, February and March
- NNNC Discussions: January, February and March
- NASB Legislative Issues Conference: January
-

Agency Team Goal: By January 2025, ESU 7 will plan, prepare and evaluate a professional development regional conference for stakeholder schools and internal ESU 7 staff. Goal Percentage: 100%

Bridges Goal: By next August, all Bridges staff will be trained on how to implement the VB-MAPP, PECS, PEAK, and Structured Teach. Goal Percentage: 25%

Early Childhood Goal: ESU Early Childhood team will learn 2 new statutes and gather 12/15 individual district policies on optioning and parent choice policies by March 2025. Goal Percentage: 50%

SIGNIFICANT AGENCY INITIATIVES

Significant improvements, additions, initiatives in the current Agency Improvement Cycle (since March 2024)

- Pupil transportation and vehicle expansion
- Crosswalk signage and school zone signage
- New HVAC System in North Building
- construction of Bridges Classrooms in South Building

VISION, MISSION, BELIEFS

Vision:

To be a leader in innovative service delivery, ESU 7 prioritizes three areas: people, services, and efficiency.

- People: To be a family centered place to work where people are inspired to continue to grow.
- Services: Provide innovative services for school districts to meet current and anticipate future needs.
- Efficiency: Maximize our services by scaling them up to optimize outcomes.

Mission:

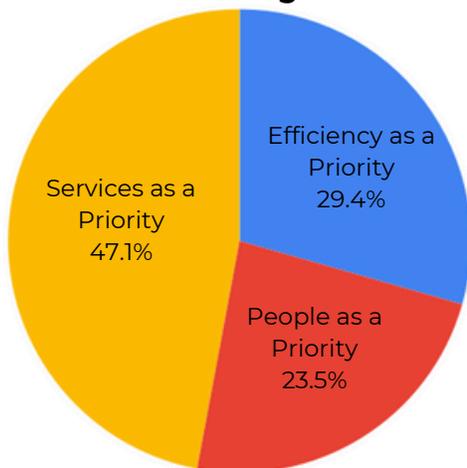
- The mission of ESU 7 is to provide leadership and support by delivering customized and innovative services.

Beliefs:

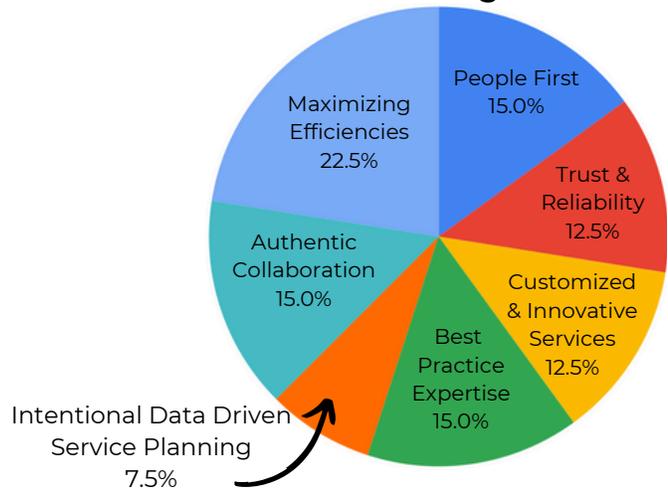
We believe in...

- People first
- Leading with trust and reliability
- Customized and innovative services
- Best practice expertise
- Intentional data driven service planning
- Authentic collaboration
- Maximizing efficiencies

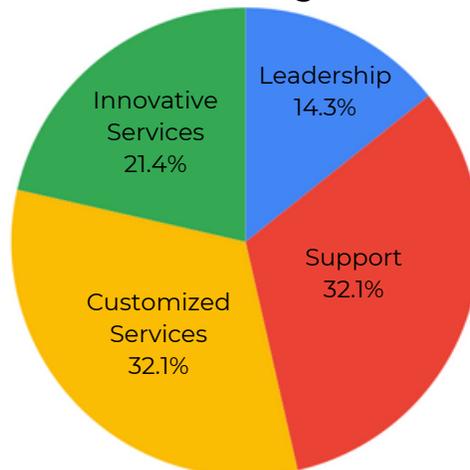
Vision Categories



Beliefs Categories



Mission Categories



GOALS AND PROGRESS

Board of Education

- **Goal 1:** By July 2025, the ESU 7 board will have advertised for a Chief Administrator, completed the interview process, sent a contract, hired a Chief Administrator, made the announcement, and begun the onboarding process.
 - **Progress:** Emails were sent out on behalf of Shari Becker with NASB on 10/2, asking for information from staff and Superintendents re: the Chief Administrator role. The board has a committee that is working with Shari to develop the process, timeline, and interview schedule for the day of December 16th. Applications for the Chief Administrator are due December 2nd.
 - Goal Percentage: 25%
- **Goal 2:** By July 2025, the ESU 7 board will attend at least two professional/personal learning events annually.
 - **Progress:** Seven of the 12 board members have been to two professional/personal learning event. Two board members have been to one.
 - Goal Percentage: 66%
- **Goal 3:** By July 2025, the ESU 7 board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured.
 - **Progress:** Board members along with a Director have attended board meetings for Fullerton and Clarkson.
 - Goal Percentage: 25%
- **Goal 4:** By July 2025, the ESU 7 board will continue to use the operationalized communication materials detailing tailored services and outcomes at scheduled visits to each district.
 - **Progress:** Board members along with a Director have attended board meetings for Fullerton and Clarkson. Communication materials were detailed and tailored for each district specific to the services the district receives from ESU 7.
 - Goal Percentage: 25%

Administrator

- **Goal 1:** By June 30, 2025, the Administrator will enhance the climate and culture at ESU 7 by maintaining the implementation of the processes and procedures for data collection, prioritizing and goal development for individual and team growth and development.
 - **Progress:** All departments and teams have continued to update and work on their goals. The data digs have been completed with Superintendents, Principals and LanManagers. A survey has been sent to teachers.
 - Goal Percentage: 50%
- **Goal 2:** By June 30, 2025, the Administrator will facilitate the completion of the HVAC system and construction in the South Building for the Bridges program.
 - **Progress:** The HVAC project is near completion in the North Building. Phase one and two are completed. Phase three is in the finishing stages along with completion of the outside units and baseboard heating by the front door. The construction in the South Building has begun and all demolition of current space has been completed. A change order was done to add the steel beam needed for the portable wall unit between the two classrooms.
 - Goal Percentage: 50%

Directors

- By July 2026, ESU 7 will use an established process to measure implementation and impact of targeted services.

GOALS AND PROGRESS

Agency Team

- By January 2025, ESU 7 will plan, prepare and evaluate a professional development regional conference for stakeholder schools and internal ESU 7 staff.

Departments

• Administration

- By July 2025, the Administration Department will review procedures for consistency in all departments, in communication to districts and within the agency.
- By July 2025, the Administration Department will develop an invoicing system with the ARS in LINQ.

• Bridges

- By next August, all Bridges staff will be trained on how to implement the VB-MAPP, PECS, PEAK, and Structured Teach.

• Cen7ter

- By the end of the 24-25 school year, Cen7ter will increase communication with families by creating a Facebook page to promote family engagement.

• Early Childhood

- ESU Early Childhood team will learn 2 new statutes and gather 12/15 individual district policies on optioning and parent choice policies by March 2025.

• Grants

- By May 2025, the Grants team will have increased visibility, knowledge, and awareness of our services to all school staff.

• Learning Academy

- With the addition of a new program (future class), we will reimagine, rearrange, and be flexible with our limited space as demonstrated by meeting the following objectives:
 - Student break space within the classroom
 - Clear expectations/agreements of shared spaces
 - Clear communication about space usage
 - Functional spaces so it is efficient for anyone using it

• Mental Health

- The LMHP team will consistently comply with established case load expectations and procedures with school districts by May 2025.

• Migrant

- By May 2025, the ESU 7 MEP team will organize and facilitate six in-person Family and Community Engagement meetings across the 33-county region to increase parental participation in educational activities and support student success.

• Network Operations

- During the 2024-25 school year, the Network Operations team will improve cybersecurity practices for students and staff by implementing LastPass/Duo in the schools we serve.

• Print Shop

- By May of 2025, develop a recruiting, hiring, and training process for summer help.

• Professional Development

- By May 2025, we will assist districts in identifying their annual priorities, effectively promote services that support these priorities, and ensure our services remain responsive to evolving district needs.

• Psychology

- By May 2025, the School Psychology department will create tools for districts to use to keep track of evaluation timelines and provide education to resource staff and administrators on how to use the tools.

• Speech

- By May of 2025, the SLP Department will increase the consistency of the evaluation process across clinicians by developing a procedural checklist and report template.

• Vision

- By May 2025, the Vision Department will create a brochure to hand out stating our department services and individual roles.

SCORING

0=Unsatisfactory

1=Basic

2=Proficient

3=Distinguished

STAKEHOLDER SATISFACTION

2.71

AGENCY TEAM LEADERSHIP INVENTORY

COMING IN SPRING

SERVICES AVAILABLE



SERVICES ACCESSED



**109th Legislative Session
Update to the ESU 7 Board
March 12, 2025**

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

Committee members for 2025

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

[Legislative Roster for 2025](#)

New Senators:

District 15: Dave Wordekemper - Districts: Howells-Dodge

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

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

[Link to Bill Tracker](#)

[ESUCC Summary](#)

Summary Highlights:

This is a New Biennium Budget year:

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

Introduced Legislation

- [LB 84 - Adopt the School Psychologist Interstate Licensure Compact, Meyer](#)
 - Hearing completed
 - NASB Supports
- [LB 261 - Appropriate funds for the expenses of Nebraska State government for the biennium ending June 30, 2027 and appropriate Federal Funds allocated to the State of Nebraska pursuant to the federal American Rescue Plan Act of 2021](#)
 - Hearing completed
 - ESUCC proponent w/ Amendment
- [LB 296 - Require the State Department of Education to create a centralized education records system and employ registrars relating to students under the jurisdiction of the juvenile court and change provisions relating to graduation requirements and the State Department of Education Improvement Grant Fund](#)
 - Approved by Governor March 11, 2025
 - ESUCC Proponent
- [LB300 - Change provisions relating to the Superintendent Pay Transparency Act and provide a limit for superintendent and educational service unit administrator compensation](#)
 - Hearing completed
 - NASB Oppose
 - ESUCC Oppose

- [LB389 - Eliminate the levy authority of educational service units and provide state funding to educational service units](#)
 - Hearing completed
 - NASB Opposed
 - ESUCC Opposed
- [LB 408 - Adopt the Special Education Teacher Forgivable Loan Program Act](#)
 - Hearing completed
 - NASB Supports
 - ESUCC Supports
- [LB 426 - Authorize an American flag education program and change provision relating to the distribution of lottery funds used for distance education](#)
 - Hearing complete
 - ESUCC proponent with Amendment
- [LB 500 - Create the School Financing Review Commission](#)
 - Hearing Complete
 - ESUCC Proponent
- [LB 599 - Require the State Board of Education to adopt a policy relating to cybersecurity](#)
 - Hearing complete
 - NASB Supports
 - ESUCC proponent with Amendment
- [LB 645 - Change provisions relating to the School Retirement Fund](#)
 - Hearing scheduled March 14th
 - NASB oppose
 - ESUCC oppose
- [LB 670 - Require schools to adopt a safety plan and provide and change requirements related to training for staff of child care and schools](#)
 - Hearing complete
 - ESUCC proponent

- [Governor's Budget recommendation around Educational Service Unit Aid – The recommendation includes a General Fund appropriation reduction of \\$716.809 in FY 2025-26 and FY 2026-27 to reverse a one-time 2020 expansion of aid to Educational Service Units.](#)

TENTATIVE* 2025 Legislative Session

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

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

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

Legislative Recess Days

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

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

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

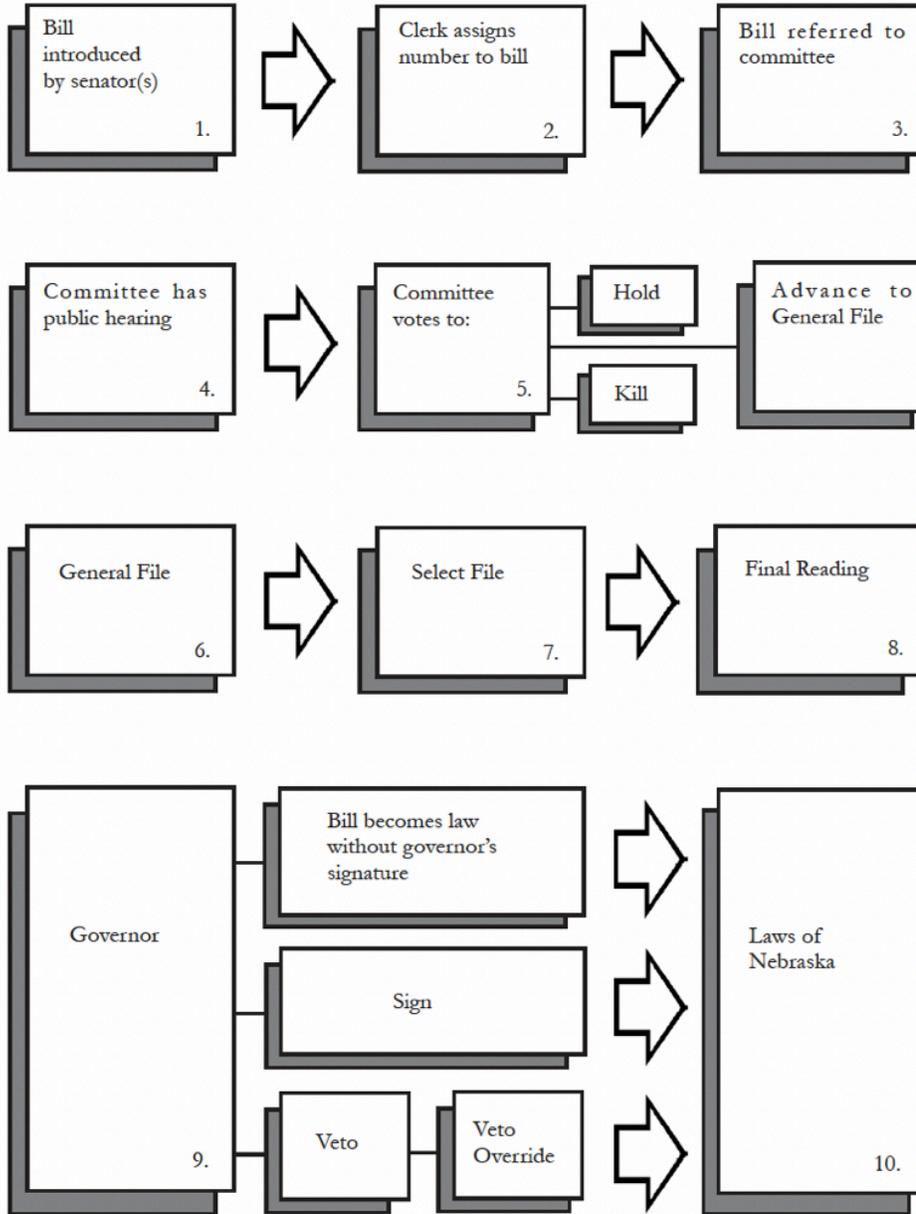
Sun	Mon	Tue	Wed	Thur	Fri	Sat
June						
1	2	3	4	5	6	7
	RECESS	DAY 84	DAY 85	DAY 86	RECESS	
8	9	10	11	12	13	14
	DAY 87	DAY 88	DAY 89	RECESS	RECESS	
15	16	17	18	19	20	21
	RECESS	RECESS	DAY 90			
22	23	24	25	26	27	28
29	30					

Federal & State Holidays

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

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

How a Bill Becomes a Law



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

NORTHEAST NEBRASKA NETWORK
COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT is made between Educational Service Unit {ESU) Nos. 1, 2, 7, 8, and 17 of the State of Nebraska., all political subdivisions of Nebraska, collectively referred to as "service units,"

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et. seq. provides that, two or more public entities may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, the service units desire to make the most efficient use of their spending authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of local communities;

NOW, THEREFORE, in consideration of the mutual covenants contained herein; it is agreed by the parties as follows:

1. CREATION OF SEPARATE ENTITY. The service units agree to create a separate joint entity called the Northeast Nebraska Network Cooperative (hereinafter "NNNC" in order to provide the participating districts with those goods, services, and facilities deemed necessary pursuant to the powers outlined in this Agreement. Liabilities of the Cooperative shall not be deemed liabilities of the participating service units.
2. PURPOSE AND TERM. The purpose of this Agreement is to allow the service units to share technology and any related goods, services, personnel, property, and facilities.
3. DURATION. The term of this Agreement shall commence **April 1, 2025** expire on **March 31, 2028**, unless earlier terminated as provided herein.
4. GOVERNANCE. A governing council shall administer this Agreement and implement the purposes of this Agreement and shall be called the "Council." (hereinafter "The Council"). The Council shall act in accordance with the terms and conditions of this Agreement and any bylaws, policies, and procedures adopted by the Council. The Council shall exercise all powers and do all acts and things necessary to carry out the purposes of this Agreement. The Council shall be comprised of the chief administrator or his or her designee from each of the service units. The Council shall meet at least one time per year; additional meetings shall be held as determined necessary by the Council. The qualification for becoming and remaining a member of the Council shall be to be the chief administrator of a service unit which is a party to this agreement or that administrator's designee. A Council member shall serve so long as the Council member remains the chief administrator of a service unit (or his or her designee) which is a party to this agreement and so long as this agreement remains in full force and effect. The names of the initial members of the Council shall be provided at the first meeting of the Council.

Members of the Council shall not be personally liable for actions taken by them in their official capacity and may be indemnified as provided herein

5. POWERS. in order to carry the purposes of this Agreement, the Council shall have the powers to:

- (a) Purchase and/or lease supplies, materials and equipment and enter into a contract with any person, firm, corporation or other entity provided that no purchase, lease, or contract shall not be legally binding upon the NNNC unless authorized by a majority vote of the Council members. However, the Council shall not have the authority to enter into any lease, lease purchase, or other contract with a duration beyond the expiration date of this agreement,
- (b) Receive and approve or disapprove a request to become a part of this Agreement;
- (c) Submit an annual report to the service units regarding the activities of the NNNC;
- (d) Require of and obtain from the service units and entities seeking to become a member of the NNNC any information deemed necessary to carry out the duties and responsibilities of this Agreement;
- (e) Require any service unit and others to perform its duties and functions as provided in this Agreement or by any agreement entered into pursuant to this Agreement;
- (f) Accept for any of its purposes and functions any and all donations, grant of money, equipment, supplies materials and services, conditional or otherwise from any person or entity, and may receive, utilize, and dispose of the same. The nature, amount and conditions, if any, attendant upon any donation or grant accepted pursuant to this section, together with the identity of the donor, grantor, or lender, shall be detailed in the annual report of Council.
- (g) Adopt policies and procedures not otherwise inconsistent with this Agreement;
- (h) Employ, compensate, evaluate and discharge a staff limited only to those persons necessary to carry out its duties and functions;
- (i) Establish committees as it deems necessary for the purpose of advising the Council on any and all matters pertaining to the purposes of this Agreement;
- (j) Indemnify or reimburse any person in the same manner as a service unit board IS authorized to do pursuant to Neb. Rev. Stat. § 79-1217;
- (k) Take any other action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform its duties and functions as provided in this Agreement; provided that the NNNC cannot change the stated purpose(s) contained in this Agreement.

6. FINANCING AND BUDGETING. This Agreement will be financed by the service units. Each service unit shall contribute funds that the service units receive each year in an amount determined by the Council no later than the May meeting prior to the next fiscal year unless determined otherwise by a majority vote of the Council members. Funds contributed to this Agreement shall be sums which have not been designated for direct distribution or which have not been directly distributed to a School District within the boundaries of such service unit. All funds received by the NNNC from the participating service units shall have received approval as required by Neb. Rev. Stat. § 79-1242. Such contribution shall be no later than October 1st for each fiscal year. The fiscal year shall run from July 1st to June 30th. The annual budget will be as determined by a majority vote of the Council members at its May meeting. Ensuing budgets may be increased or decreased as determined by a majority vote of the Council members. Each service unit administrator or the designee shall provide their respective service units with a report of the NNNC budget information.

7. COMPUTER TECHNOLOGY BUDGETING. The service units hereby agree to create a computer technology budget. Said budget shall be funded by the money received from each service unit. The initial year contribution for any entity joining the Agreement after its initial enactment shall be that which is agreed upon by the Council and the joining party. The contribution for all ensuing years shall be determined by the Council at the annual meeting. This budget may be used for any of the purposes established in this Agreement. Any services to be used by or provided to the service units shall be done so as determined by the Council based upon the best mutual financial interests of the service units. This budget may also be used to pay for any expenses necessary to accomplish any of the purposes of this Agreement or as otherwise allowed by law and to enforce any of the Council's powers or duties contained in this Agreement or otherwise allowed by law.

8. PRE-PAYMENT. Any service unit may pre-pay all or part of any annual contribution required of it under this Agreement at any time at the discretion of the governing board of the service unit.

9. EXPENSES. Expenses and costs that arise as a result of this Agreement shall be paid by each of the participating service units as determined by a majority vote of the Council members. The expense calculation or determination may be amended from time to time as determined necessary by the Council by a majority vote of the Council members. The Council may authorize the fiscal agent to pay legally routine or repetitive expenses.

10. REIMBURSEMENT OF EXPENSES. Council members, Council employees, and employees of the participating service units may be entitled to reimbursement for actual expenses incurred in their line of duty as determined by a majority vote of the Council members. The individual seeking reimbursement shall be required to present a request for payment or reimbursement to the Council. If approved, the Council shall forward authorization for payment to the Fiscal Agent's treasurer or other designee. Each request shall be fully itemized, including when, where and why the expense was incurred and the actual amount involved. When reimbursement is requested for mileage by automobile, the points between which such travel occurred, the times of arrival and departure, and the necessity and purpose of such travel shall be shown on such request. When reimbursement is requested for mileage by automobile, the license number, the owner of the automobile used, and the rate per mile being requested shall also be shown on each request. The Treasurer may require less supporting detail for requests covered in this section but shall not impose reporting requirements which exceed those listed unless specifically authorized by a majority vote of the Council. No request shall be submitted by an individual for an expense when such expense has been paid by the service unit. The statement of expenses shall be duly verified and supported by receipts for all of such expenditures, except immaterial items identified by the Treasurer, for which reimbursement is requested. No charge for mileage shall be allowed when such mileage accrues while using an automobile owned by the State of Nebraska or a respective service unit. The approval to attend a function, conference, or hearing shall be obtained from the Council prior to an individual's attendance at such function, conference, or hearing. The duties assigned to the Council Treasurer in this paragraph may be assigned to another individual by vote of the Council.

11. FISCAL AGENT FINANCIAL ACCOUNT AND NEGOTIABLE INSTRUMENTS. The Council shall appoint a fiscal agent to administer funds under this Agreement. All funds contributed pursuant to this Agreement shall be maintained in an account of ESU 2. The funds shall be maintained in such a manner so that they will be separately identifiable. ESU 2 shall provide an accounting of said funds upon the request of any of the participating service units.

The fiscal agent shall account for all expenses and receipts under this agreement to the Council. All checks, drafts, bills of exchange, notes or other obligations or orders for the payment of money shall be executed, endorsed, acknowledged and delivered by the fiscal agent for the Council. The fiscal agent for the Council shall report on all funds and fund activities as directed by the Council. The Council shall select a fiscal agent each year after the adoption of an annual budget has occurred. Such fiscal agent who is appointed following the adoption of such budget shall take all unobligated funds forward into the newly adopted budget. Unless provided otherwise in this agreement, each expenditure or withdrawal from any account operated pursuant to this agreement shall require a majority vote of the Council members.

12. NOT FOR PROFIT. It is expressly understood that this Agreement is to be operated not for profit and no profit or dividend will go to the benefit of any service unit or their entity or individual from this agreement.

13. TERMINATION. This Agreement may be terminated only upon a two-thirds concurring vote of the Council. Unless this Agreement is terminated by a two-thirds (2/3) concurring vote of the Council, the assets owned by the Council, whether directly or in trust, may only be liquidated or distributed in kind upon the expiration of the term of this Agreement. Said assets owned or belonging to the Council shall be distributed among the service units in the aggregate proportion of amounts contributed to this joint undertaking over the life of the agreement. If a dispute arises between the service units as to the value of such assets or as to how they will be distributed, such assets shall be sold by taking bids at public auction and willing said property to the highest bidder with the proceeds there from being divided as set forth above. The Council shall make a report of its activities to all members within 120 days after the termination of this Agreement and the liquidation of its assets.

14. WITHDRAWAL. Notwithstanding paragraph 13, any service unit may withdraw from this Agreement on August 1 of any year of this agreement by submitting a written notice to every other service unit at least 180 days in advance of August 1, provided that said service unit must make restitution to the NNNC for any funds committed or expended on its behalf under this Agreement. The withdrawing member relinquishes ownership in any property or funds generated and/or held by NNNC.

15. INDEMNIFICATION. Each service unit shall indemnify and hold harmless the NNNC, its Council, and all members and participants herein from any and all claims, demands, losses, damages, injuries, suits, penalties, costs, liabilities and expenses arising out of any good or services provided to the service unit under this Agreement.

16. LIABILITY INSURANCE. Unless determined otherwise by the Council, it shall be the responsibility of the individual service unit to obtain and pay for the liability insurance coverage necessary for its participation in this Agreement, and each service unit shall take all necessary steps to obtain such liability insurance.

17. COUNCIL AUTHORITY. In addition to all of the powers specifically provided herein, all legal rights and obligations of the individual boards of the service units or other participating members shall also vest in the Council of the NNNC so that the Council shall have all of the legal authority, powers, and duties of its members; provided that the Council cannot amend the stated purpose(s) contained in this Agreement.

18. EXPANSION OF MEMBERSHIP. Participation in the NNNC shall be limited to the service units who are parties to this Agreement; provided, however, that the service units may expand the membership of the NNNC by the consent of two-thirds majority of the Council. The Council shall receive and consider applications from other entities that request to participate in the NNNC. The Council shall act upon such requests and shall establish the fees, costs, charges, leases, assessments and other conditions required for participation by the applicant the NNNC if such request is granted as provided in this paragraph.

19. AMENDMENT OF AGREEMENT. This Agreement may only be amended in writing by a Resolution adopted by a two thirds majority vote of the Council; provided that the NNNC cannot amend the stated purpose(s) contained in this Agreement.

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

21. SEVERABILITY. If any provision of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining provisions of this Agreement.

22. VOTING. Unless provided otherwise in this Agreement or the bylaws, any action to be taken by the Council shall require a majority vote of the Council members of the participating service units.

23. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be and constitute one and the same instrument.

24. AUTHORIZATION TO ENTER AGREEMENT. By signing this Agreement, the undersigned represents that he or she has been authorized to do so by the public agency by ordinance, resolution; or otherwise. A true and accurate copy of said ordinance, resolution, or other action is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF we have subscribed our names this 6th day of March, 2025.

EDUCATIONAL SERVICE UNIT NO 1

_____, Administrator of EDUCATIONAL SERVICE UNIT 1

EDUCATIONAL SERVICE UNIT NO 2

_____, Administrator of EDUCATIONAL SERVICE UNIT 2

EDUCATIONAL SERVICE UNIT NO 7

_____, Administrator of EDUCATIONAL SERVICE UNIT 7

EDUCATIONAL SERVICE UNIT NO 8

_____, Administrator of EDUCATIONAL SERVICE UNIT 8

EDUCATIONAL SERVICE UNIT NO 17

_____, Administrator of EDUCATIONAL SERVICE UNIT 17



Interim Chief Administrator Evaluation Timeline

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

PROCESS: All board members will participate in the evaluation process

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

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

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

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

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

Interim Chief Administrator Evaluation 24-25

* Indicates required question

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.

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 Education. 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
- Quarterly Updates

1. BOARD MEMBER NAME *

Dropdown

Mark only one oval.

- Bob Arp
- Joyce Baumert
- Amy Blaser
- Marni Danhauer
- Karen Gomez
- Don Graff
- Dawn Lindsley
- Richard Luebbe
- Doug Pauley
- Dick Stephens
- Gary Wieseler
- Jack Young

2. I. RELATIONS WITH THE BOARD: Communicates with the Board regarding current/new trends in education, programs, procedures, policies, budget, labor relations, staff, and statewide issues. *

Mark only one oval.

- Distinguished - Component's expectations are exceeded. New strategies are created
- Proficient - Component is implemented consistently with strong leadership
- Basic - Meets component expectations with little or no growth
- Unsatisfactory - Does not meet component expectations of job description, does not follow through
- Not Observed

3. Relations with the Board Comments:

4. II. COMMUNITY RELATIONSHIPS: Maintains two-way interactions with member districts, business partners, stakeholders, media, and legislators. *

Mark only one oval.

- Distinguished - Component's expectations are exceeded. New strategies are created
- Proficient - Component is implemented consistently with strong leadership
- Basic - Meets component expectations with little or no growth
- Unsatisfactory - Does not meet component expectations of job description, does not follow through
- Not Observed

5. Community Relationships Comments:

6. III. STAFF AND PERSONNEL RELATIONSHIPS: Provides direction to Leadership Team, resulting in high quality work. *

Mark only one oval.

- Distinguished - Component's expectations are exceeded. New strategies are created
- Proficient - Component is implemented consistently with strong leadership
- Basic - Meets component expectations with little or no growth
- Unsatisfactory - Does not meet component expectations of job description, does not follow through
- Not Observed

7. Staff and Personnel Relationships Comments:

8. IV. EDUCATIONAL LEADERSHIP: Provides the vision and leadership supporting schools in their efforts to meet the educational needs of all students. *

Mark only one oval.

- Distinguished - Component's expectations are exceeded. New strategies are created
- Proficient - Component is implemented consistently with strong leadership
- Basic - Meets component expectations with little or no growth
- Unsatisfactory - Does not meet component expectations of job description, does not follow through
- Not Observed

9. Educational Leadership Comments:

10. **V. BUSINESS AND FINANCE: Maintains budgetary controls; monitors activities, initiates timely and effective correcting actions, stays within budget, makes budgetary recommendations and develops facilities management plans and procedures.** *

Mark only one oval.

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- Proficient - Component is implemented consistently with strong leadership
- Basic - Meets component expectations with little or no growth
- Unsatisfactory - Does not meet component expectations of job description, does not follow through
- Not Observed

11. Business and Finance Comments:

12. VI. PROFESSIONAL/PERSONAL QUALITIES: Models accepted moral and ethical standards in all professional and personal dealings including multi-cultural and ethnic understanding and sensitivity. *

Mark only one oval.

- Distinguished - Component's expectations are exceeded. New strategies are created
- Proficient - Component is implemented consistently with strong leadership
- Basic - Meets component expectations with little or no growth
- Unsatisfactory - Does not meet component expectations of job description, does not follow through
- Not Observed

13. Professional/Personal Qualities Comments:

14. VII. PROFESSIONAL GROWTH: Takes part in on-going professional development activities both organized and individual. *

Mark only one oval.

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- Proficient - Component is implemented consistently with strong leadership
- Basic - Meets component expectations with little or no growth
- Unsatisfactory - Does not meet component expectations of job description, does not follow through
- Not Observed

15. Professional Growth Comments:

16. Final Comments:

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