

## NEBRASKA STATE BOARD OF EDUCATION MEETING NOTIFICATION AND AGENDA

- Meeting Date:** Friday, February 7, 2025 9:00 AM
- Meeting Title:** State Board of Education Meeting Notification and Agenda
- Location:** NDE Office Building  
Board Room  
500 South 84th Street  
Lincoln, NE 68510
- Agenda:** Except for emergency items added at the time of the meeting, the agenda will not be changed less than 24 hours prior to the start of the meeting and any changes will be immediately posted on the website. The Board will attempt to adhere to the sequence of the published agenda, but reserves the right to adjust the order of items if necessary and may elect to take action on any of the items listed.
- Interpreter:** If you need interpreter services or other reasonable accommodations, please contact the Nebraska Department of Education at (402) 471-5059 five (5) days prior to the meeting to coordinate arrangements.
- Website:** An electronic version of the agenda and support materials are available on the State Board of Education's Agenda page: [www.education.ne.gov/stateboard/state-board-agendas/](http://www.education.ne.gov/stateboard/state-board-agendas/)
- Lunch:** On Friday, February 7, 2025, the State Board of Education may also take a recess for lunch. The Board may resume work on the agenda at approximately 1:00 p.m.

1. CALL TO ORDER (The Board may take a recess)  
President Tegtmeier
  - 1.1. Roll Call  
President Tegtmeier
  - 1.2. Pledge of Allegiance  
President Tegtmeier
  - 1.3. Announcement of the placement of the Open Meetings Act information  
President Tegtmeier
2. SPECIAL PRESENTATIONS  
President Tegtmeier
  - 2.1. CTE Month Recognition  
Katie Graham and Sydney Kobza

3. COMMISSIONER'S REPORT  
Commissioner Maher
  - 3.1. Agenda Overview and Consent Agenda Process  
Commissioner Maher
    - 3.1.A. Commissioner's Recommendations and Items to be Removed from Consent Agenda  
Commissioner Maher
  - 3.2. Agency Budget Overview
  - 3.3. National Assessment of Educational Progress (NAEP) Results  
Polly Bowhay
4. PRESIDENT'S REPORT  
President Tegtmeier
5. PUBLIC COMMENT PERIOD  
President Tegtmeier
  - 5.1. Public Comment
  - 5.2. Written Public Comment (None Submitted)
6. CONSENT AGENDA  
President Tegtmeier
  - 6.1. Board Member Out-of-State Travel Approval
  - 6.2. Committee Appointments
  - 6.3. Contract Approvals
    - 6.3.A. Authorize the Commissioner to Amend a Contract to Add the Summer Electronic Benefit Transfer Program  
Kayte Partch
  - 6.4. Grant Approvals
  - 6.5. Lease Approvals
  - 6.6. Minutes of the Previous State Board of Education Meeting
  - 6.7. Miscellaneous Approvals

6.7.A. Approve the 2025-2027 NDE-NAPE/AFSCME Bargaining Agreement (EX.022025.005)

7. STANDING COMMITTEE REPORTS

President Tegtmeier

7.1. Executive Committee

President Tegtmeier

7.1.A. Discussion Item: Review 2025 Proposed State Legislation (EX.022025.001)

7.2. Budget and Finance Committee

Kristin Christensen

7.2.A. Monthly Board Travel Expense Reports (BF.022025.004)

7.2.B. Action Item: Amend the Previously Adopted Motion to Accept the Comprehensive Literacy State Development (CLSD) Grant Funds and Authorize the Commissioner to Enter into Contracts and Subawards to Carry Out Grant Activities (BF.022025.001)

Kirk Penner

7.2.C. Action Item: Authorize the Commissioner to Approve Funding Recommendations for School Districts and Educational Service Units to Support Schools in Delivering Mental Health Training for Staff (BF.022025.002)

7.2.D. Action Item: Authorize the Commissioner to contract for the Computer Science & Technology Education Fund Training and Support Expansion Program (BF.022025.003)

7.3. Planning and Evaluation Committee

Lisa Schonhoff

7.3.A. Action Item: Approve the Nebraska Literacy Project Plan (PE.022025.001)

7.3.B. Discussion Item: Waiver Request from the Nebraska Correctional Youth Facility (NCYF) Regarding Media Specialist Requirements (PE.022025.004)

7.3.C. Discussion Item: Rule 11 Teacher Waiver Request from Schuyler Public Schools (PE.022025.005)

7.3.D. Discussion Item: Pilot Process for Conducting Clinical Observations for Speech Language Pathology Virtually for the University of Nebraska Kearney (PE.022025.006)

7.3.E. Discussion Item: Pilot Process for Conducting Clinical Observations for School Psychology Virtually for the University of Nebraska

Kearney (PE.022025.007)

7.3.F. Discussion Item: NCTE Organizational Policies (PE.0220205.015)

Sherry Jones

7.4. Rules and Regulations Committee

Maggie Douglas

7.4.A. Report On Rules

8. ADDITIONAL BUSINESS

President Tegtmeier

9. INFORMATION ITEMS AND REPORTS

President Tegtmeier

9.1. Contracts Approved by Commissioner

9.2. Grants Approved by Commissioner

10. GOOD OF THE ORDER

This section of the agenda is intended for Board members to offer informal observations of the work of the State Board. Board members may make brief announcements about attendance at future events for the purpose of informing other Board members. No business or motions, or suggested actions of the Board may be offered at this point in the agenda; nor should Board members engage in substantive discussion about other agenda items or introduce new agenda items.

President Tegtmeier

11. ADJOURNMENT

President Tegtmeier

The next regularly scheduled meeting of the State Board of Education will be held on Friday, March 7, 2025, at 9:00 a.m. in Lincoln, Nebraska. As needed, a work session will be held on Thursday, March 6, 2025 in Lincoln, Nebraska.

The agenda contains a list of subjects known at the time of its distribution on January 30, 2025. A copy of the agenda reflecting any changes will be available for public inspection during the normal business hours in the Office of the Commissioner of Education and on the State Board of Education's Agenda page: [www.education.ne.gov/stateboard/state-board-agendas/](http://www.education.ne.gov/stateboard/state-board-agendas/). *Except for items of an emergency nature, the agenda will not be changed later than 24 hours before the scheduled commencement of the meeting.*

S.R. Thompson, Nebraska Superintendent of Public Instruction  
12th Annual Report to the Governor, December 31, 1880

“It is notorious that in many schools, any employment not deemed professional is sneered at by a majority of both teachers and students. There are diminutive souls who think any kind of manual labor degrading; there are others who by some kind of inconceivable logic have convinced themselves that selling turnips is a much more dignified employment than growing them, or that standing behind a counter measuring off ribbons is more refined and elevated employment than standing behind a loom and weaving them.”

“An education such as this definition should impart both knowledge and skill. An educated man should be trained to do something as well as know something. There is a sentimental view of education which ignores this important truth. “

“The acquisition of knowledge without skill to use it is not education in the best sense; neither is the acquiring of skill alone properly called education.”

“Skilled labor and educated skilled labor are different – the former may be gained by imitation and routine alone; the latter requires intellectual efforts in addition.”



## York AG Science, Biotechnology, York CTE program

**Our innovative, student-centered program is crafted to expose students of all backgrounds and academic levels to the latest trends, realities, and technologies shaping the ever-evolving world of agriculture today.**

### Courses Offered

Middle School Woods (6th, 7th, and 8th Grade)  
8th Grade Agriscience  
Intro to Agriculture  
Animal Science  
Advanced Animal Science  
Horticulture  
Biotechnology/Landscape Design  
Beginning Woods  
Structural Systems  
Welding 1

### Dual Credit Courses Offered

Southeast Community College  
SMAW 1 - Welding  
GMAW - Welding  
Live Animal and Carcass Evaluation  
Companion Animal Science

### Demographics

Average 25 Students Per Class  
100 Middle School FFA Members  
159 High School FFA Members  
Only 6.5% of Students Live on a Production Farm

### Major FFA Events

**Harvest Moon**- Labor auction and silent auction combined with a banquet style dinner  
**Petting Zoos**- County fair, local nursing home and Yorkfest  
**Farmer Appreciation Lunches**- Make and deliver lunches to local farmers to thank them  
**Ag Safety Day**- Local ag related businesses and FFA teach middle school students the importance of safety  
**Haunted Hayrack Ride**- High school FFA members organize a haunted trail through the woods for the middle schoolers  
**Dukemates**- High school members are assigned senior citizens in the community to change their fire alarm batteries  
**Blood Drive** - FFA organized and facilitates blood drives for the Nebraska Community Blood Bank  
**State Convention** - Consistently qualify 65-75 students  
**National Convention** - Give 50 + students the opportunity to travel to convention and tour ag industries nation wide

### Student Success



# YORK AGRI-SCIENCE CENTER

## A YORK PUBLIC SCHOOL FOUNDATION PROJECT



### **BENEFITS OF THE YORK AGRI-SCIENCE CENTER**

- The Center will allow YHS to explore more career pathways by offering new classes/units.
  - o Food Science
  - o Natural Resources
  - o Veterinary Science
  - o Meat Science
  - o Wildlife Management
- Space allows YPS to better accommodate class sizes by providing individualized, enhanced hands-on learning experiences. Quality matches quantity.
- The Center will be able to host large groups of community members for learning opportunities within the ag industry (industry connections, floriculture, animal science, food science, meats).
- The Center will provide a facility for eligible students to utilize a space to raise, train, and show a livestock animal at our county fair.
- The Center will provide a farm to fork experience for the urban population of York by providing them the agricultural literacy skills they need.
- The Center will be a premier, first-of-its-kind facility in Nebraska.
- The Center will allow YHS to incorporate new, ever-changing technology within agriculture.
- The Center would strengthen community partnerships by providing more opportunities for involvement.
- The Center will spark career aspirations within students that will keep their zip codes as 68467.



### **HOW CAN THE SPACE BE UTILIZED?**

A - Classrooms, meeting rooms, potential partnership with extension

B - Vet Science, Animal Science, Companion Animal Science, Large Animal Learning Center, SENCAP Animal Science Courses, FFA Member Show Animal/SAE Center. Pens and facilities for animals both large and small. A learning center for animal handling, husbandry and grooming. We would also like to house animals outside on the back side of this building. This would open up for education about the direct management of farm animals.

C - Food Science, Natural Resources, Agronomy, Biotechnology, Plant Science, Meat Science, Wildlife Management. We would like to utilize the structure in place for the cooler to house carcasses for meat science and hold live harvesting of meat. We would like to use the north side of the building for education on crop sciences, machine mechanics, natural resources, plant sciences etc.

D - This would be the location of any test plots, wildlife, range, soil education with partnerships in the community. We would also love to put up a one tower pivot to educate students about the maintenance and careers within irrigation mechanics.

**Contact the YPS Foundation at 402-362-6655 Ext. 4  
for more information or to donate.**



# Biennial Budget Overview for FY 2025-26 & FY 2026-27

Summary for the February 7, 2025  
State Board Work Session

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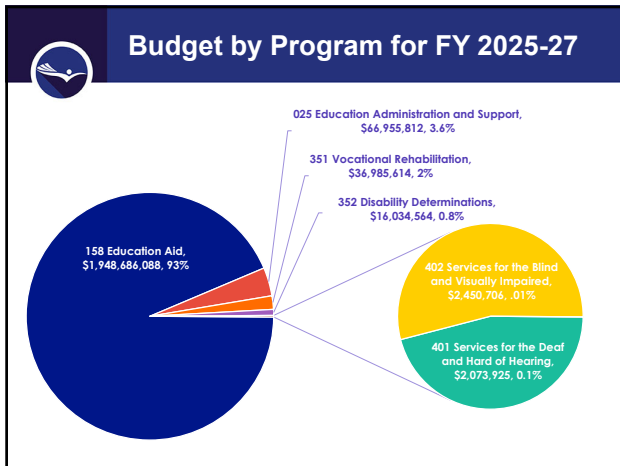
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### Expenditure Types

- Flow-through Aid
  - Budget authority for appropriations to be distributed to school districts and other sub-recipients
- Operations
  - Budget authority for leadership and administration of the Department
    - Personal Services including salaries and benefits
    - Basic Operations such rent, contracts, travel, supplies, and equipment

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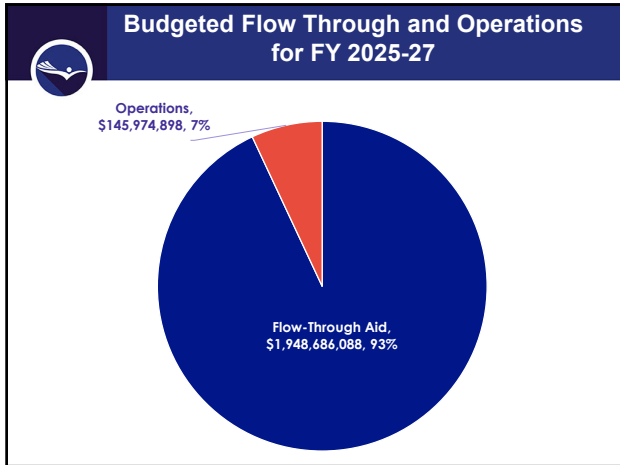
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- ### Funding Sources
- General Funds – Appropriated from State revenues
  - Cash Funds – Revenues from fees and grants from non-federal sources
  - Federal Funds – Grants from the Federal Government
  - Revolving Funds – Revenues from internal fees

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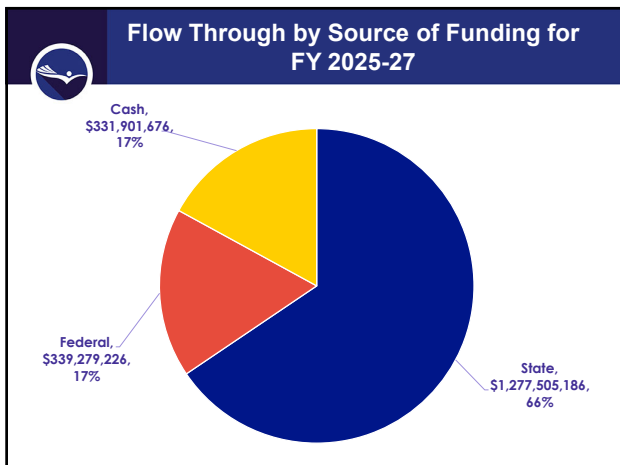
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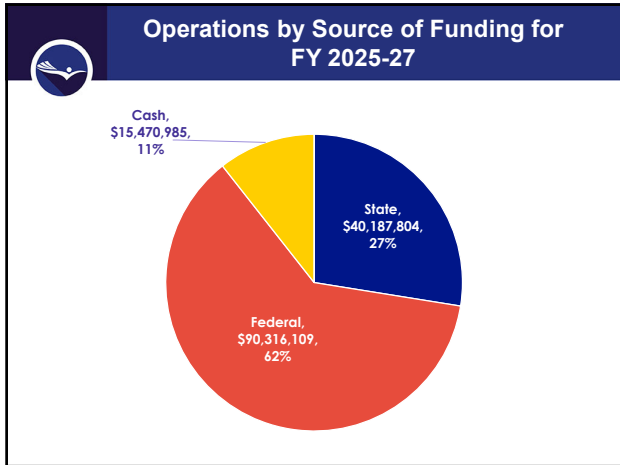
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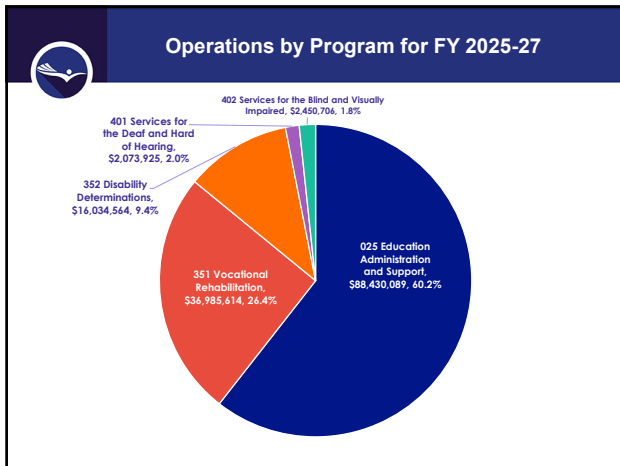
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- Next Steps**
- September 6, 2024 – State Board approves biennial budget request
  - October 4, 2024 – State Board approves deficit budget request
  - January 15, 2025 – Governor presents budget request to the Legislature
  - February 27, 2025 – Appropriations Committee hearing
  - May 2025 – Budget passed by the Legislature and signed by the Governor

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# NAEP 2024 Mathematics and Reading Results



# What is NAEP?

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- The only assessment that measures what U.S. students know and can do in various subjects across the nation/states
- NAEP results are released as “The Nation’s Report Card”
- [www.nationsreportcard.gov](http://www.nationsreportcard.gov)

The logo for "The Nation's Report Card". It features a large, dark blue serif font for "The Nation's Report Card". A gold star is positioned to the right of the word "The".

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National Assessment of  
Educational Progress

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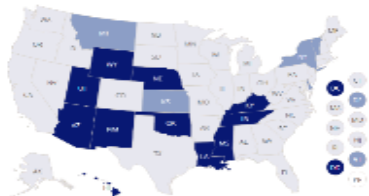
# What does NAEP measure?



Overall student performance for key demographic groups



Change in achievement over time



Differences between the nation, states

# NAEP Jurisdictions

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NAEP produces results for...

- All 50 states
- Department of Defense Education Activity
- District of Columbia
- Puerto Rico

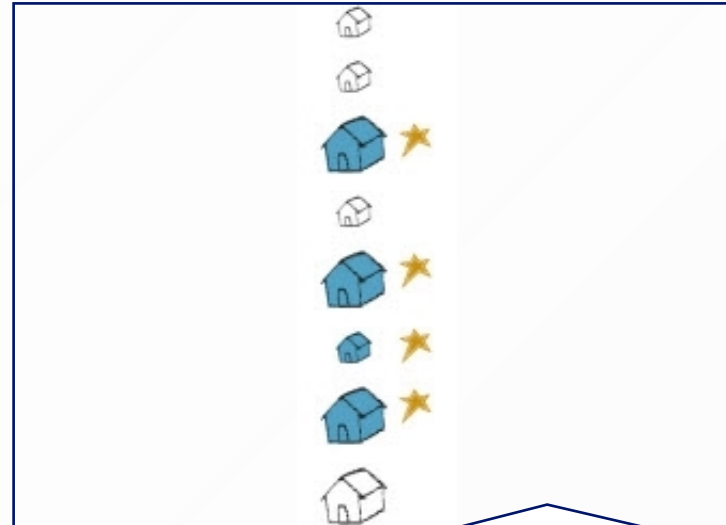
No individual student or school results are reported.

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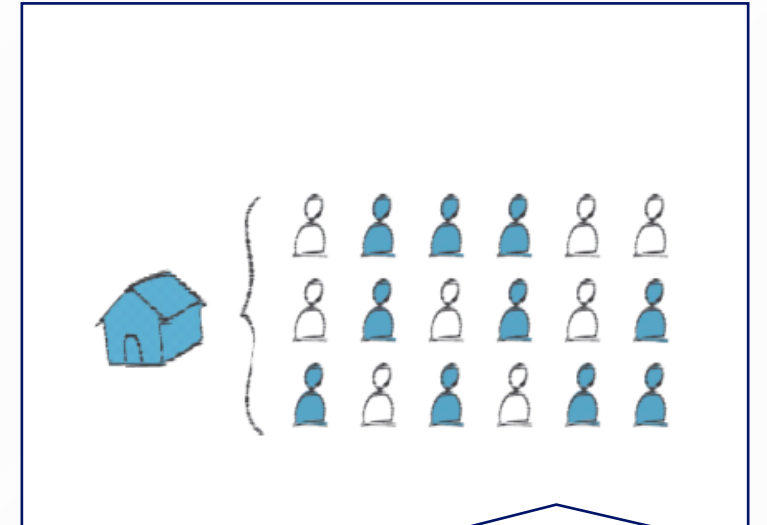
# NAEP School and Student Selection



1. Identify all eligible schools



2. Sample schools



3. Sample students

# Sample Sizes (National Public)

- Representative samples of schools and students



|         | Schools | Mathematics Students | Reading Students |
|---------|---------|----------------------|------------------|
| Grade 4 | 5,770   | 112,700              | 112,200          |
| Grade 8 | 5,770   | 111,300              | 110,600          |
| Total   | 11,540  | 224,000              | 222,800          |

Approximately 446,800 students participated in the 2024 NAEP Assessment.

# Sample Sizes (Nebraska)

- Representative samples of schools and students

|         | Schools | Students | Students |
|---------|---------|----------|----------|
| Grade 4 | 110     | 2000     | 2000     |
| Grade 8 | 100     | 2000     | 2000     |
| Total   | 210     | 4000     | 4000     |

 Mathematics  Reading

Approximately 8000 Nebraska students participated in the 2024 NAEP Assessment.

# NAEP Administration

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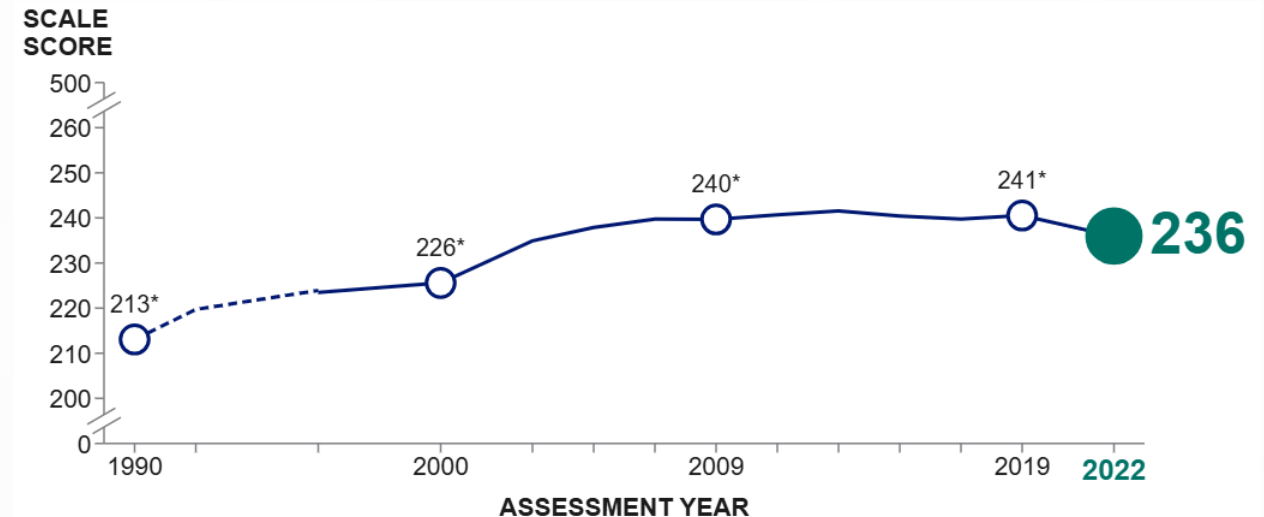
- NAEP is administered every other year.
  - NAEP 2024 was assessed from January through March.
  - Assessments are administered digitally on tablets.
  - Each student is assessed in either math or reading.
  - Students take a small portion of the total item pool.
  - Accommodations are provided as necessary for:
    - Students with disabilities
    - English learners
-

# NAEP Results

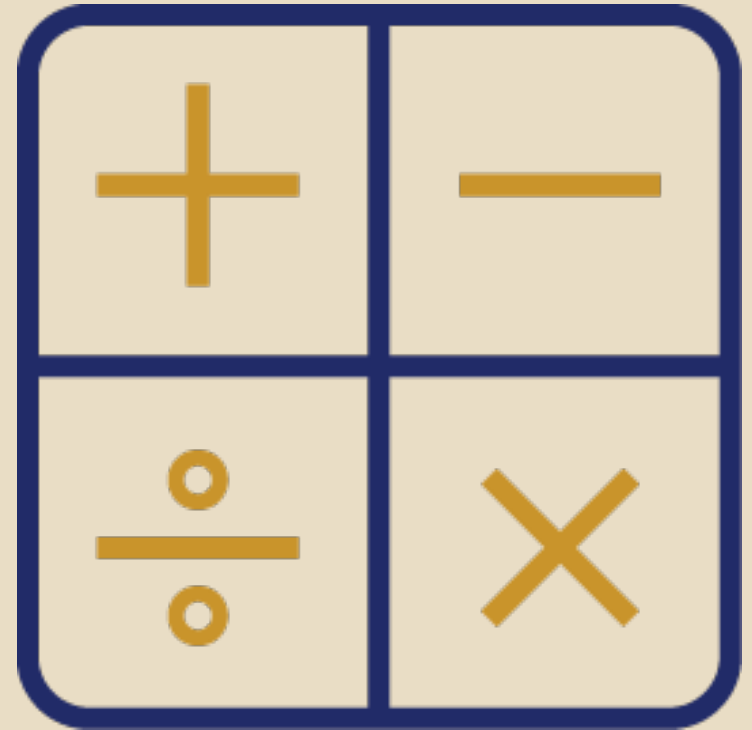


## Scale Scores

- 0–500 on mathematics and reading assessments
- Cannot be compared across grade levels or content areas

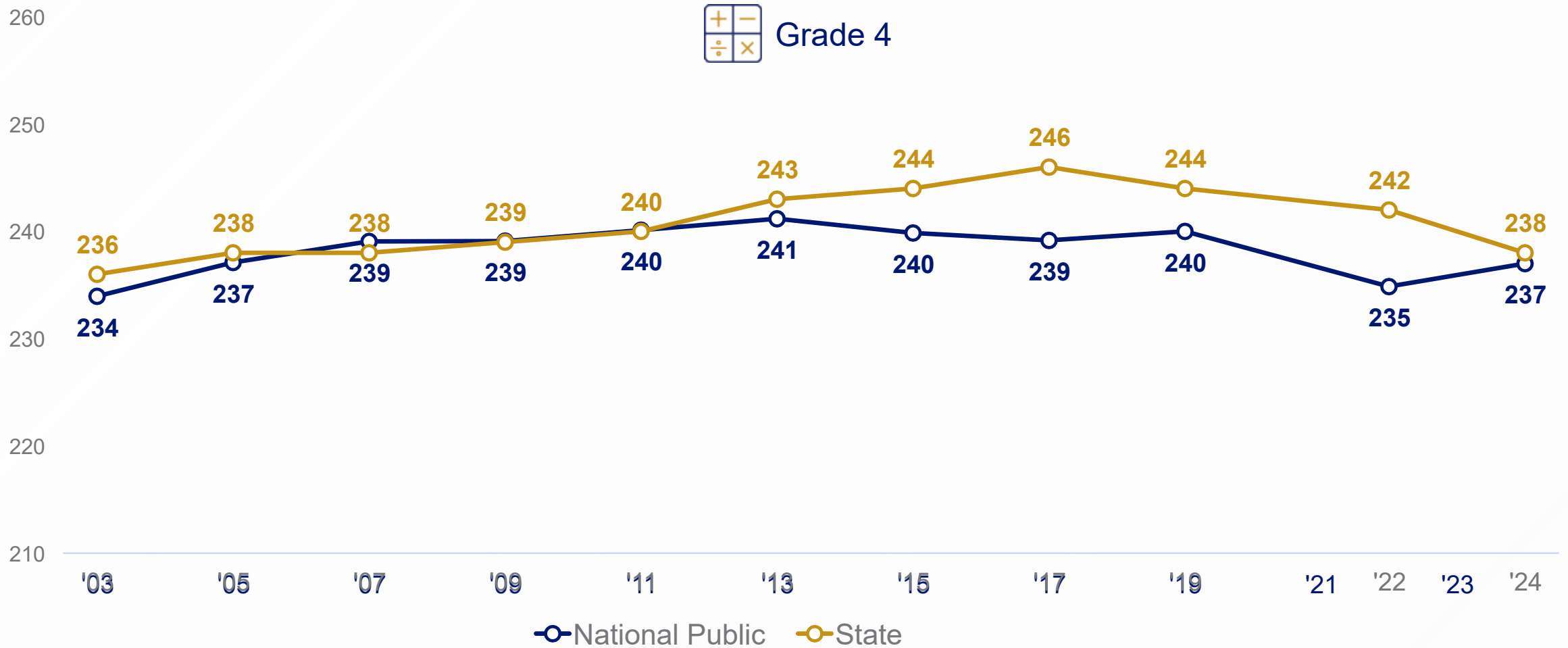


# Grade 4 Mathematics Results

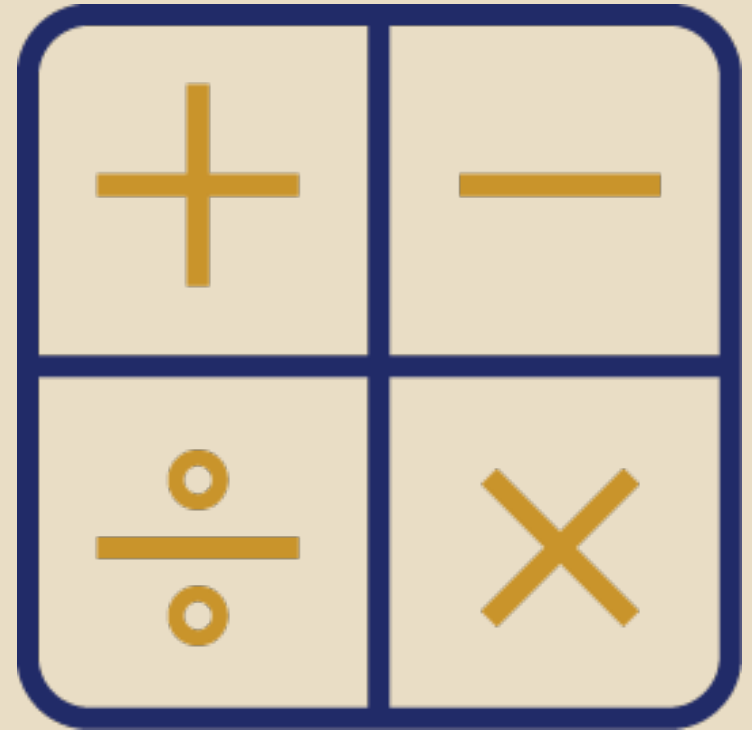


# Average Scale Scores

## 4<sup>th</sup> Grade Mathematics

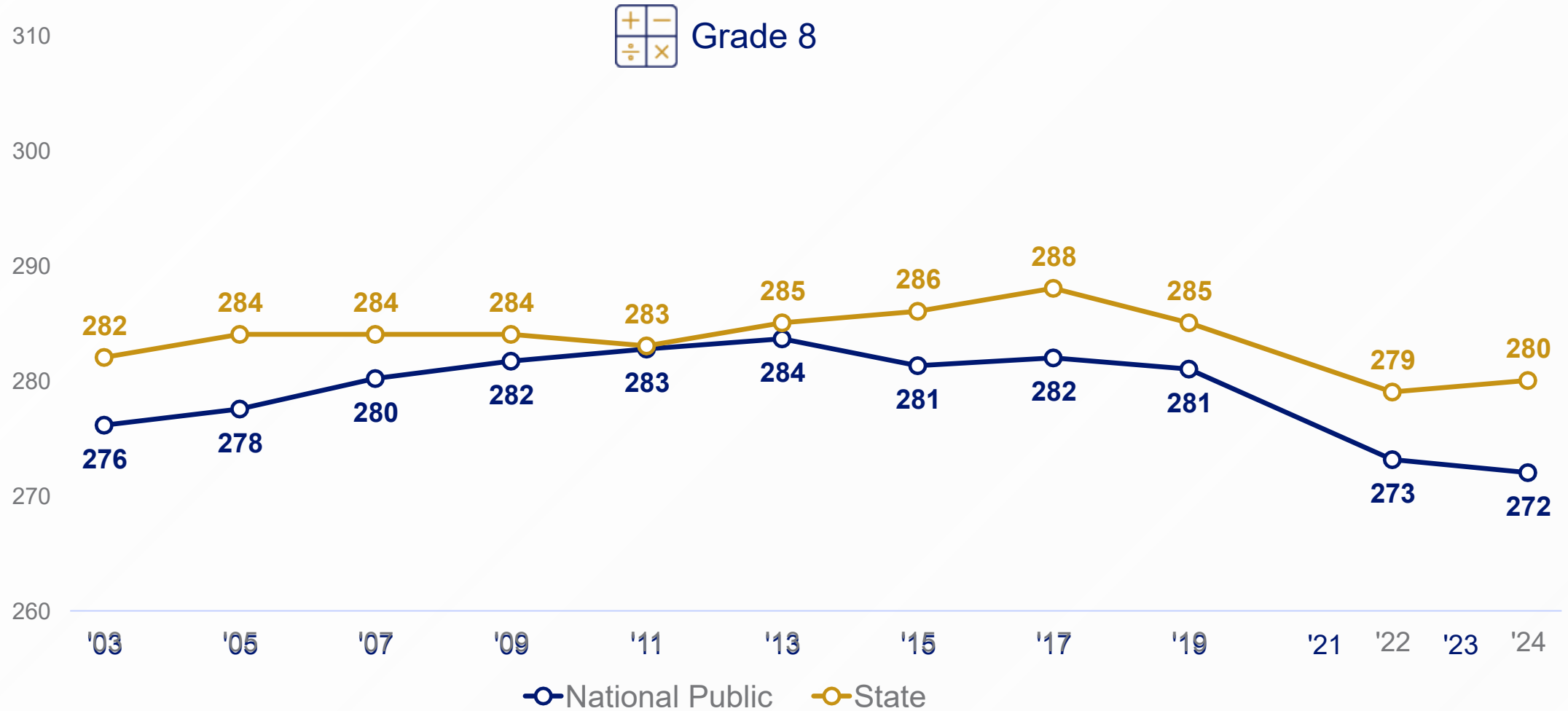


# Grade 8 Mathematics Results



# Average Scale Scores

## 8<sup>th</sup> Grade Mathematics

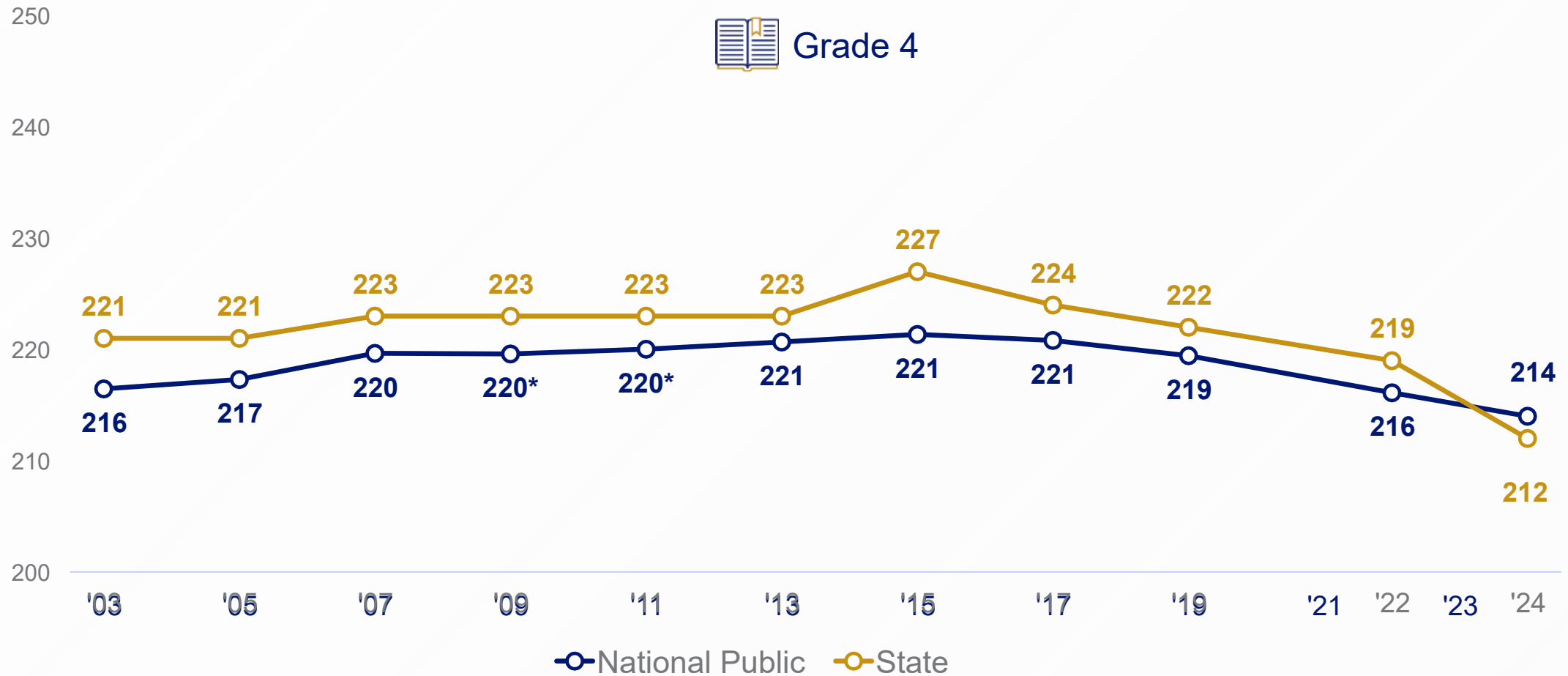


# Grade 4 Reading Results



# Average Scale Scores

## 4<sup>th</sup> Grade Reading

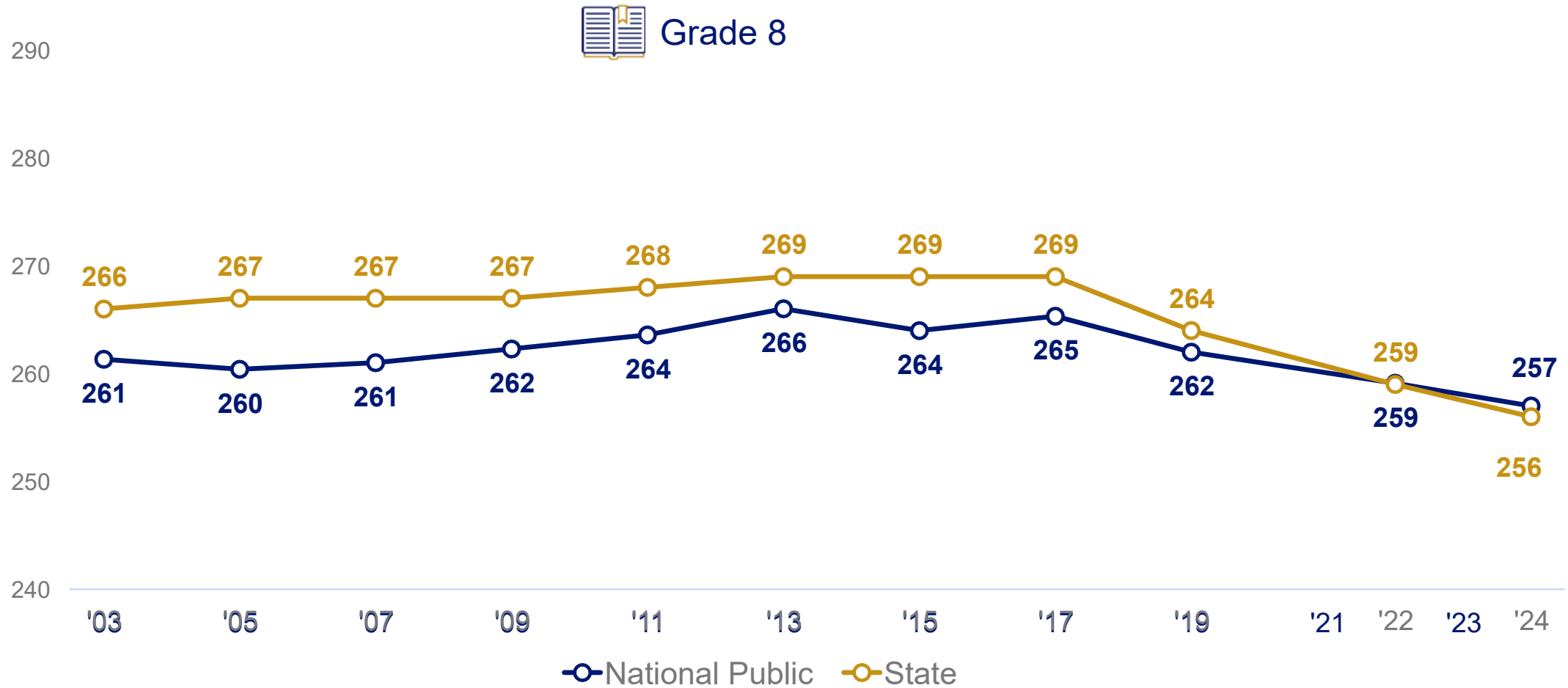


# Grade 8 Reading Results



# Average Scale Scores

## 8<sup>th</sup> Grade Reading





**Thank You!**

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Out-State Travel Authorization Reports - February

| <u>Name</u>         | <u>Event Name</u> | <u>Date</u> | <u>Location</u> | <u>Trip Request (i.e. 1st, 2nd, Other)</u> |
|---------------------|-------------------|-------------|-----------------|--|
| Kristin Christensen | (NONE)            |             |                 |  |
| Lisa Schonhoff      | (NONE)            |             |                 |  |
| Sherry Jones        | (NONE)            |             |                 |  |
| Elizabeth Tegtmeier | (NONE)            |             |                 |  |

Out-State Travel Authorization Reports - February

| <u>Name</u>    | <u>Event Name</u> | <u>Date</u> | <u>Location</u> | <u>Trip Request (i.e. 1st, 2nd, Other)</u> |
|----------------|-------------------|-------------|-----------------|--|
| Maggie Douglas | (NONE)            |             |                 |  |
| Liz Renner     | (NONE)            |             |                 |  |
| Kirk Penner    | (NONE)            |             |                 |  |
| Deborah Neary  | (NONE)            |             |                 |  |



## PROPOSED AGENDA ITEM RATIONALE

**DATE:** January 24, 2025

**TO:** Dr. Brian L. Maher  
Commissioner of Education

**FROM:** Zainab Rida, Ph.D., R.D., Administrator, Office of Coordinated Student Support Services  
Kayte Partch, M.S., R.D., Assistant Administrator, Office of Coordinated Student Support Services

**PROPOSED AGENDA ITEM:** Grant the Commissioner the authority to amend the contract with LINQ to make a Summer Electronic Benefit Transfer (SEBT) program application available to the public.

**AGENDA ITEM TYPE (contract/grant/rule/program/other):** Contract

### **RATIONALE/BACKGROUND INFORMATION:**

This is the third amendment to the FY2025 contract; this amendment requires board approval because of the value of the contract is increasing from \$230,266 to \$296,112.80.

The Summer Electronic Benefit Transfer (SEBT) program requires that participating states make available an application for households to identify their eligibility to receive SEBT. The NDE has a longstanding relationship with LINQ for the management and administration of the USDA Child Nutrition Programs and LINQ has an electronic SEBT application available for summer 2025. As the NDE is required to make an application available for potentially eligible households to complete, the LINQ product supports our fulfillment of the application requirement.

**PROPOSED BOARD MEETING (MONTH/YEAR):** February 2025

**ESTIMATED COST:** \$296,112.80.

### **FOR CONTRACTS AND GRANTS:**

- Funding Source: FY2023 Federal non-competitive Technology Innovation Grant funds
- New or Renewal: renewal
- If renewal, date of first approval: September 2024

### **FOR NEW CONTRACTS OR OTHER CONTRACTS REQUIRING PROCUREMENT:**

- Method of procurement: NA
- Rationale for method of procurement: NA
- Rationale for contractor selection: NA

**FOR GRANT SUBAWARDS:**

- Describe the grantee selection process: NA

**State Board of Education Work Session and Business Meeting.**

Wednesday-Thursday-Friday January 8, 9, 10, 2025

Nebraska Department of Education, State Board Room, 500 S 84<sup>th</sup> Street, Lincoln, NE 68508

[Link to Agenda and Attachments](#)

January 8, 2025

Publicized notice of the business meeting was given by posting notice on the Department's website and emailed to news media requesting notification, which gave the date, time, and location of the meeting.

**STATE BOARD ORIENTATION, Wednesday, January 8, 2025, 1:00 p.m.**

- 1. CALL TO ORDER** – President Elizabeth Tegtmeier called the meeting to order at 1:00 p.m., in Room 204 of the NDE Office Building.

- 1.1. Roll Call**

Roll Call showed the following attendance:

Deborah Neary

Elizabeth Tegtmeier

Kirk Penner

Kristin Christensen

Lisa Schonhoff

Liz Renner

Maggie Douglas

Sherry Jones

Commissioner Maher was also in attendance.

President Tegtmeier announced the placement of the Open Meetings Act.

- 2. BOARD MEMBER ORIENTATION**

Paolo DeMaria, President, and CEO of the National Association for State Boards of Education; and Dr. Byron Ernest, immediate past chair of the board of directors for the National Association of State Boards of Education, conducted team building training for the State Board.

Kirk Penner left at 2:25 p.m.

- 3. ADJOURNMENT**

President Tegtmeier adjourned the meeting at 4:57 p.m.

The State Board of Education will reconvene January 9, 2025, at 9:00 a.m. in the State Board Room, for a Board Orientation.

**STATE BOARD ORIENTATION, Thursday, January 9, 2025, 9:00 a.m.**

**1. CALL TO ORDER** – President Elizabeth Tegtmeier called the meeting to order at 9:09 a.m.

1.1 Roll Call

Roll Call showed the following attendance:

Deborah Neary  
Lisa Schonhoff  
Sherry Jones

Elizabeth Tegtmeier  
Liz Renner

Kristin Christensen  
Maggie Douglas

Commissioner Maher was also in attendance.

Absent: Kirk Penner

President Tegtmeier announced the placement of the Open Meetings Act.

**2. BOARD MEMBER ORIENTATION**

NDE Representatives, Brian Halstead, and Ryan Foor, provided a Board Member orientation on board policy and state statutes relevant to the Nebraska Department of Education.

**3. ADJOURNMENT**

President Tegtmeier adjourned the meeting at 11:49 a.m.

The State Board of Education will reconvene January 9, 2025, at 4:00 p.m. in the State Board Room, for a Business Meeting.

**STATE BOARD OF EDUCATION BUSINESS MEETING, Thursday, January 9, 2025, 4:00 p.m.**

**CALL TO ORDER** – President Elizabeth Tegtmeier called the meeting to order at 4:00 p.m.

1.2 Roll Call

Roll Call showed the following attendance:

|                     |                     |             |
|---------------------|---------------------|-------------|
| Deborah Neary       | Elizabeth Tegtmeier | Kirk Penner |
| Kristin Christensen | Lisa Schonhoff      | Liz Renner  |
| Maggie Douglas      | Sherry Jones        |             |

Commissioner Maher was also in attendance.

1.2. President Tegtmeier led the Pledge of Allegiance.

1.3. President Tegtmeier announced the placement of the Open Meetings Act.

**BUSINESS**

2.1. **2025 ORGANIZATION OF THE STATE BOARD OF EDUCATION**

2.1.A. Election Processes and Procedures

Commissioner Maher presided over the election of officers pursuant to Board Bylaw 2 Board Officers. Officers elected at the meeting will serve a one-year term unless there is a motion for officers to serve a two-year term.

Commissioner Maher appointed Brian Halstead and Lora Sypal as Tellers to disseminate and count the ballots.

2.1.B. Election of Board President

Commissioner Maher opened nominations for President.

Maggie Douglas nominated Deborah Neary.  
Sherry Jones nominated Elizabeth Tegtmeier.

There being no further nominations, Commissioner Maher closed the nominations.

Vote 1:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 2:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 3:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 4:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 5:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 6:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 7:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 8:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 9:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 10:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 11:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 12:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 13:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 14:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 15:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 16:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 17:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 18:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 19:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 20:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 21:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 22:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 23:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 24:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 25:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 26:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 27:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 28:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 29:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 30:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Commissioner Maher called for a recess at 5:02 p.m. The meeting resumed at 5:12 p.m.

Vote 31:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 32:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 33:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 34:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 35:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 36:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 37:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 38:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 39:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 40:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 41:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 42:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 43:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 44:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Motion by Liz Renner, second by Kristin Christensen to reopen discussion on the nominations.

|                     |     |
|---------------------|-----|
| Lisa Schonhoff      | No  |
| Kristin Christensen | Yes |
| Kirk Penner         | No  |
| Liz Renner          | Yes |
| Maggie Douglas      | Yes |
| Elizabeth Tegtmeier | No  |
| Deborah Neary       | Yes |
| Sherry Jones        | No  |

The motion was lost.

Vote 45:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 46:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 47:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 48:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 49:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 50:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 51:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Elizabeth Tegtmeier
- 4 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 52:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Vote 53:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 4 votes for Deborah Neary
- 4 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result of no election, and ballots were reissued.

Motion by Deborah Neary, second by Kristin Christensen to reopen nominations.

|                     |     |
|---------------------|-----|
| Sherry Jones        | Yes |
| Deborah Neary       | Yes |
| Kristin Christensen | Yes |
| Lisa Schonhoff      | No  |
| Maggie Douglas      | Yes |
| Elizabeth Tegtmeier | No  |
| Kirk Penner         | No  |
| Liz Renner          | Yes |

The motion passed and nominations were opened.

Motion by Deborah Neary, second by Liz Renner to vote by slate for President and Vice President.

|                     |     |
|---------------------|-----|
| Lisa Schonhoff      | No  |
| Sherry Jones        | No  |
| Elizabeth Tegtmeier | No  |
| Kristin Christensen | Yes |
| Maggie Douglas      | Yes |
| Kirk Penner         | No  |
| Liz Renner          | Yes |
| Deborah Neary       | Yes |

The motion was lost.

Motion by Deborah Neary, second by Elizabeth Tegtmeier to take a 10-minute recess.

|                     |     |
|---------------------|-----|
| Sherry Jones        | Yes |
| Elizabeth Tegtmeier | Yes |
| Kristin Christensen | Yes |
| Lisa Schonhoff      | No  |
| Maggie Douglas      | Yes |
| Deborah Neary       | Yes |
| Kirk Penner         | No  |
| Liz Renner          | Yes |

The motion passed. The board took a recess at 6:24 p.m. The meeting resumed at 6:41 p.m.

Deborah Neary and Elizabeth Tegtmeier shared a proposal for Elizabeth Tegtmeier to serve as President for 2025 and Deborah Neary to serve as Vice President for 2025.

Elizabeth Tegtmeier made the following statement, for the record (pursuant to Board Operating Policy 1.14), “I am not planning to be President in 2026.”

At the request of Deborah Neary, the board agreed by unanimous consent to vote for President and Vice President as a “slate.”

Commissioner Maher asked for nominations for a “slate” of President and Vice President.

Sherry Jones nominated Elizabeth Tegtmeier for President and Deborah Neary for Vice President.

There being no further nominations, Commissioner Maher closed the nominations.

Vote 54:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 8 votes for Elizabeth Tegtmeier

The tally was delivered to Commissioner Maher, who announced the result that Elizabeth Tegtmeier was elected President.

Vote 55:

Reporting Teller, Brian Halstead, read the vote results:

- 8 votes were cast
- 5 votes were necessary for election
- 8 votes for Deborah Neary

The tally was delivered to Commissioner Maher, who announced the result that Deborah Neary was elected as Vice President.

**ADJOURNMENT**

President Tegtmeier adjourned the meeting at 6:51 p.m.

The State Board of Education will reconvene January 10, 2025, at 9:00 a.m. in the State Board Room, for a Business Meeting.

## STATE BOARD OF EDUCATION MEETING, Friday, January 10, 2025, 9:00 a.m.

### 1. CALL TO ORDER – President Elizabeth Tegtmeier called the meeting to order at 9:00 a.m.

#### 1.1 Roll Call

Roll Call showed the following attendance:

|                     |                     |             |
|---------------------|---------------------|-------------|
| Deborah Neary       | Elizabeth Tegtmeier | Kirk Penner |
| Kristin Christensen | Lisa Schonhoff      | Liz Renner  |
| Maggie Douglas      | Sherry Jones        |             |

Commissioner Maher was also in attendance.

#### 1.2. President Tegtmeier led the Pledge of Allegiance.

#### 1.3. President Tegtmeier announced the placement of the Open Meetings Act.

### 2. SPECIAL PRESENTATIONS

#### 2.1. Educational Service Unit Coordinating Council (ESUCC) Information

Dr. Larianne Polk, Chief Executive Officer of the Educational Service Unit Coordination Council, presented information to the Board on the ESUCC.

#### 2.2. Agenda Overview and Consent Agenda Process

##### 3.1.A. Commissioner Maher's recommendation and items to be removed from consent agenda

No items were requested to be removed.

Commissioner Maher delivered the Commissioner's report.

NDE Representatives, Allyson DenBeste, and Lane Carr, provided information on the Nebraska Literacy Project.

#### 2.3. Introduction of Lindsey Wilson, 2025 Nebraska Teacher of the Year, Middle School Teacher at Bennington Middle School, Bennington, Nebraska

The 2025 Nebraska Teacher of the Year, Lindsey Wilson, Middle School Teacher at Bennington Middle School, Bennington, Nebraska, provided an introduction to her family, her classroom, education, and her goals for this year.

### 4. PRESIDENT'S REPORT

President Tegtmeier delivered the President's Report.

President Tegtmeier called for a break at 10:15 a.m. The meeting resumed at 10:30 a.m.

### 5. PUBLIC COMMENT PERIOD

#### 5.1. Public Comment

The following individuals from the public spoke with regard to the Theater and Speech endorsements in Rule 24 being supplemental and requiring an approved field experience: Al Koontz, Brooke Phillips, DeLoris Tonack, John Heineman, Lori Long, Dominic Long, Jaydee Worden, Randall Bretz, Dan Hays, Peg Sinnard, and Steve Barth.

Heather Schmidt spoke with regard to dyslexia and the Nebraska Literacy Plan.

5.2. Written Public Comment

There was one Written Public Comment submitted.

**6. CONSENT AGENDA**

Motion by Sherry Jones, second by Deborah Neary to approve the Consent Agenda

|                     |     |
|---------------------|-----|
| Deborah Neary       | Yes |
| Elizabeth Tegtmeier | Yes |
| Kirk Penner         | Yes |
| Kristin Christensen | Yes |
| Lisa Schonhoff      | Yes |
| Liz Renner          | Yes |
| Maggie Douglas      | Yes |
| Sherry Jones        | Yes |

The motion passed.

**7. ADDITIONAL BUSINESS**

7.1. Action Item: Adopt the Nebraska Literacy Project Plan

Commissioner Maher recommended no action on the item at this time.

7.2. Action Item: Amend the Previously Adopted Motion to Accept the Comprehensive Literacy State Development (CLSD) Grant Funds and Authorize the Commissioner to Enter into Contracts and Subawards to Carry Out Grant Activities

Motion by Kirk Penner, second by Sherry Jones to amend the previously adopted motion to accept the Comprehensive Literacy State Development (CLSD) Grant Funds and authorize the Commissioner to enter into contracts and subawards to carry out grant activities by striking, “and authorize the Commissioner to enter into contracts and subawards and to carry out grant activities.”, so that the motion, if amended would read, “to Accept the Comprehensive Literacy State Development (CLSD) Grant Funds.”

Motion by Deborah Neary, second by Liz Renner to refer the motion to the Budget and Finance Committee

|                     |     |
|---------------------|-----|
| Deborah Neary       | Yes |
| Elizabeth Tegtmeier | Yes |
| Kirk Penner         | Yes |
| Kristin Christensen | Yes |
| Lisa Schonhoff      | Yes |
| Liz Renner          | Yes |
| Maggie Douglas      | Yes |
| Sherry Jones        | Yes |

The motion passed and was referred to the Budget and Finance Committee.

**8. INFORMATION ITEMS AND REPORTS**

Information items and reports are linked through Sparq under Board Agenda item 8.

**9. GOOD OF THE ORDER**

(NONE)

**10. ADJOURNMENT**

President Tegtmeier adjourned the meeting at 11:34 a.m.

The next regularly scheduled business meeting of the State Board of Education will be held on Friday, February 7, 2025, at 9:00 a.m. in Lincoln, Nebraska.

DRAFT



## PROPOSED AGENDA ITEM RATIONALE

**DATE:** January 30, 2025

**TO:** Brian L. Maher  
Commissioner of Education

**FROM:** Ami M. Huff *AMH*  
General Counsel/Chief Negotiator

**PROPOSED AGENDA ITEM:** Approve the 2025-2027 NDE-NAPE/AFSCME Bargaining Agreement

**RATIONALE/BACKGROUND INFORMATION:** The NDE-NAPE/AFSCME Bargaining Agreement is negotiated every two years. This agreement will be effective July 1, 2025 through June 30, 2027.

**PROPOSED BOARD MEETING (MONTH/YEAR):** February, 2025

**ESTIMATED COST:** The cost of annual salary increases for personnel covered by the bargaining agreement is estimated to be \$884,512.68 for fiscal year 2025-26 and \$913,480.47 for fiscal year 2026-27.

### FOR CONTRACTS AND GRANTS:

- Indicate the Funding Source: Not applicable
- New or Renewal: Not applicable
- If renewal, date of first approval: Not applicable

### FOR NEW CONTRACTS OR OTHER CONTRACTS REQUIRING PROCUREMENT:

- Indicate the method of procurement: Not applicable
- Rationale for method of procurement: Not applicable
- Rationale for contractor selection: Not applicable

**AGREEMENT BETWEEN**

**THE STATE OF NEBRASKA**

**DEPARTMENT OF EDUCATION**

**AND**

**THE NEBRASKA ASSOCIATION OF**

**PUBLIC EMPLOYEES/AFSCME, LOCAL 61**

**JULY 1, 20~~23~~25 – JUNE 30, 20~~25~~27**

## TABLE OF CONTENTS

|            |   |    |
|------------|---|----|
| ARTICLE 1  | PREAMBLE .....                                  | 1  |
| ARTICLE 2  | MANAGEMENT RIGHTS.....                          | 4  |
| ARTICLE 3  | NAPE/AFSCME .....                               | 5  |
| ARTICLE 4  | PERSONNEL FILE INFORMATION .....                | 8  |
| ARTICLE 5  | PERFORMANCE APPRAISALS.....                     | 10 |
| ARTICLE 6  | PROBATIONARY PERIODS .....                      | 12 |
| ARTICLE 7  | SCHEDULED WORKWEEK AND HOURS .....              | 14 |
| ARTICLE 8  | OVERTIME .....                                  | 16 |
| ARTICLE 9  | TRAVEL .....                                    | 17 |
| ARTICLE 10 | JOB CLASSIFICATION PLAN .....                   | 18 |
| ARTICLE 11 | VACANCIES, RECLASSIFICATIONS AND DEMOTIONS..... | 20 |
| ARTICLE 12 | EMPLOYEE EDUCATION OPPORTUNITIES .....          | 23 |
| ARTICLE 13 | SALARY .....                                    | 25 |
| ARTICLE 14 | INSURANCE AND BENEFITS.....                     | 29 |
| ARTICLE 15 | LEAVE AND HOLIDAYS.....                         | 30 |
| ARTICLE 16 | LAYOFF, RECALL, AND RESIGNATION.....            | 45 |
| ARTICLE 17 | GRIEVANCE PROCEDURE.....                        | 49 |
| ARTICLE 18 | CORRECTIVE AND DISCIPLINARY ACTIONS.....        | 55 |
| ARTICLE 19 | DEFINITIONS .....                               | 62 |
| APPENDIX A | .....   | 67 |
| APPENDIX B | .....   | 68 |
| APPENDIX C | .....   | 69 |

## ARTICLE 1

### PREAMBLE

- 1.1 Effective Dates. This Agreement will become effective and will remain in effect from July 1, ~~2023~~2025, when signed by all parties and remain in effect until the thirtieth (30<sup>th</sup>) day of June ~~2025~~2027.
- 1.2 Party Cooperation. Pursuant to the provision of Chapters 48 and 81, Reissue Revised Statutes of Nebraska (R.R.S.), 1943, this Agreement is made and entered into by and between the State of Nebraska Department of Education, hereafter referred to as the “Agency” and the Nebraska Association of Public Employees, Local 61 of the American Federation of State, County, and Municipal Employees, hereafter referred to as “NAPE/AFSCME.” It is hereby agreed by the parties signatory hereto that it has been and will continue to be in their mutual interest to promote and encourage areas of understanding and cooperation in labor management relations; to promote procedures and methods to promptly and fairly adjust differences, misunderstandings, and disparities; to promote reasonable and fair working conditions and to encourage an environment of good will and harmony between Agency and employees for the benefit of all. It is the intent of the parties to comply with the provisions of Chapters 48 and 81, R.R.S. adopted by the Nebraska Legislature, and through a system of employee-employer cooperation, to foster and improve the efficient administration of State service, to provide for the well-being of employees and maintain high standards of performance on behalf of the public; and, entering upon this responsibility, the parties wish to declare their intention to cooperate fully in what must be the joint objectives of both bodies in providing for the employees the best working conditions possible consistent with the provision of the best possible service for the people of the State of Nebraska.
- 1.3 Sole Bargaining Representative. The Agency recognizes NAPE/AFSCME as the sole and exclusive bargaining representative in accordance with the Nebraska State Statutes for the purpose of establishing salaries, wages, hours, and other conditions of employment as defined by law, for all regular employees of the Agency, including those on probation, and those occupying fixed-term positions in job classification titles listed in Appendix A of this Agreement.
- 1.4 Union Representation. NAPE/AFSCME agrees to represent employees in the bargaining unit to the degree required by law.
- 1.5 Address for Union Notification. When this Agreement requires the Agency to give notice or make any other specified contact with NAPE/AFSCME, such notice of contact will be with the primary business office of NAPE/AFSCME.
- 1.6 Excluded from Agreement Coverage. Temporary employees, contract employees, and all other employees in the job classification titles not identified in Appendix A of this Agreement are excluded from the terms and conditions of this Agreement.
- 1.7 Management Rights. The parties hereto are cognizant of certain terms and conditions of employment which exist in and are within the management rights authority of the Agency and affect employees in the bargaining unit, but which may not be addressed in writing either by way of this Agreement or by way of work rules or policies and regulations.
- 1.8 Voluntary Participation. Employees will have the right to join and participate in, or to refrain from joining and participating in NAPE/AFSCME or other union or association. There will be no inference, restraint, or coercion by the Agency or by NAPE/AFSCME against any employee because of membership or non-membership in NAPE/AFSCME or in any other union or association.

- 1.9 Non-Discrimination. The provisions of this Agreement will be applied to all employees in the bargaining unit without discrimination because of age, sex, sexual orientation, marital status, race, religion, color, national origin, political affiliation, genetic information, or disability. Each of the parties hereto recognize their individual responsibilities under this Article and agree to fulfill those responsibilities. All reference to employees in this Agreement designate both sexes; and wherever the male gender is used, it will be construed to include male and female employees.
- 1.10 Workplace Environment. The Agency will take all reasonable measures to provide a workplace free of sexual harassment, inappropriate physical conduct, and objectively threatening behavior. Employees will promptly report alleged instances of these matters to their immediate supervisor, or, if alleged to have been done by the supervisor, to the next level of supervision.
- 1.11 Prohibited Activity. Neither the Agency nor NAPE/AFSCME will willfully hinder, delay, limit, or suspend the continuity of any government service by lockout, strike, or other means; or coerce, instigate, induce, conspire with, intimidate or encourage any person to participate in any lockout, strike, or other activity which would hinder, delay, limit, or suspend the continuity or efficiency of any governmental service; or aid or assist any such lockout, strike, or other such activity by giving direction or guidance in the conduct of any such activity or provide the funds for the conduct or directions thereof.
- 1.12 Application of Personnel Rules. In the case of inconsistency, between any rule contained in Title 93, Nebraska Administrative Code, Chapters 1-16, (93 NAC 1-16) or work rules of the Agency and this Agreement, this Agreement will prevail. Chapters 15 and 16 of the Personnel Rules apply to all employees covered by this Agreement. During the term of this Agreement, no changes will be made to Title 93, Nebraska Administrative Code, Chapters 1-16 (93 NAC 1-16) or work rules of the Agency which would conflict with the terms of this Agreement without concurrence of NAPE/AFSCME; however, those provisions of the personnel rules or work rules of the Agency which involve management rights as described in Article 2 of this Agreement may be amended at any time during the Agreement upon notice to NAPE/AFSCME and Agency employees.
- 1.13 State Laws and Regulations. Any item not specifically covered by the terms of this Agreement as set forth herein will be governed by the statutes and regulations of the State of Nebraska applicable thereto; to this extent, both are made a part hereof and incorporated herein as though fully set forth herein.
- 1.14 Changes in the Law. In the event that the Legislature will, during the term of this Agreement, specifically mandate benefits for employees covered by this Agreement which are greater than and which conflict with, or are in addition to those benefits provided for by this Agreement, this Agreement will be modified by such changes in the law and employees will be entitled to such benefits from and after the effective date of the law and during its term. Benefits which are currently made a part of this Agreement by statutory references only and then become discretionary will not, during the term of this Agreement, be reduced or otherwise modified.
- 1.15 State Regulatory Changes. During the term of this Agreement, should an administrative agency other than the Department of Education change in any way a rule or regulation dealing with the subject matter of this Agreement, the Agency will notify NAPE/AFSCME and the parties will meet and negotiate regarding such change.
- 1.16 Savings Clause. If any provision of the Agreement is subsequently declared by the Nebraska Legislature or proper judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement will remain in full force and effect for the duration of this Agreement.

Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or caused to be unlawful and unenforceable by an act of the Nebraska Legislature, such decision of the court or act of the Nebraska Legislature will apply only to the specified Article, Section or portion thereof specified in the decision or affected by the act; upon the issuance of such a decision or passage of such act, the parties agree to negotiate a substitute for the invalidated Article, Section, or portion thereof. Should any judicial or legislative action determine that, or cause similar language to that contained in this Agreement to be unlawful or unenforceable, the parties agree to negotiate regarding any affected Article, Section, or portion thereof contained in this Agreement.

- 1.17 Final and Complete Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Agency and NAPE/AFSCME, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. This Agreement may only be amended during its terms by the Parties' mutual agreement in writing.
- 1.18 Successor Agreement. The parties may agree to meet at any time prior to the beginning of negotiations to discuss parameters of ensuing negotiations and/or to exchange proposals.

## ARTICLE 2

### MANAGEMENT RIGHTS

- 2.1 Agreement. The Agency retains all of its inherent rights, functions, and responsibilities with the right to determine and make decisions, except where those rights may be modified, restricted, or limited by this Agreement. The Agency retains the right to determine the manner in which the operations of the Agency are to be conducted except where those rights may be modified, restricted, or limited by this Agreement. Nothing in this Article is to be construed to extend management rights to areas in which such management rights do not inherently exist.
- 2.2 Examples of Management Rights. It is recognized that these management rights will be exercised consistent with the provisions of this Agreement and will include, but not be limited to, the following:
- 2.2A To implement and maintain a job classification system and classify employees pursuant to Article 10. To hire, promote, demote, transfer, assign, train or retain employees in positions within the Agency.
  - 2.2B To maintain order and efficiency by:
    - 2.2B1 Establishing and maintaining Agency mission, goals, and objectives, and reasonable work rules and workplace expectations, the contents of which are not inconsistent with this Agreement.
    - 2.2B2 Suspending, demoting, discharging or taking other appropriate disciplinary action against employees for just cause.
    - 2.2B3 Scheduling work and promoting its accomplishment through managing, directing, and assigning duties and work schedules to employees.
  - 2.2C To determine what charitable and/or social activities may be supported or sponsored.
  - 2.2D To determine the type and number of employees to be employed and, consistent with other provisions of this Agreement, to lay off employees in the event of lack of work or funds or under conditions where the continuation of such work would be inefficient or nonproductive.
  - 2.2E To dismiss an employee from employment in the event the employee is unable to perform the essential functions of the position due to physical or mental impairments even with reasonable accommodations.
  - 2.2F To determine, in accordance with the Constitutional and statutory mandates and goals assigned to the Agency, the personnel, methods, and means necessary to efficiently fulfill the Agency mission, goals, and objectives, including but not limited to, implementing a budget; contracting for the transfer of any goods or services; or altering, curtailing or discontinuing any goods or services. However, the provisions of this Section will not be used for the purpose of undermining NAPE/AFSCME or discriminating against any members of the Bargaining Unit.
  - 2.2G To take all reasonable and necessary steps to comply with the Americans with Disabilities Act (ADA) and/or the Nebraska Fair Employment Practices Act.
- 2.3 Negotiations. Nothing in this Article will be construed to limit or interfere with, or to extend, the scope of permissible negotiations.

ARTICLE 3  
NAPE/AFSCME

NAPE EMPLOYEE REPRESENTATIVE ACTIVITIES

- 3.1 Acceptable NAPE/AFSCME Representative Activities. The Agency agrees that during work hours, on the Agency's premises, official representatives of NAPE/AFSCME (persons employed by NAPE/AFSCME), provided they first notify the appropriate representative of the Agency, will be allowed with no unreasonable interference to:
- 3.1A Post NAPE/AFSCME notices as limited by this Article on bulletin board space provided by the Agency.
  - 3.1B Attend grievance meetings.
  - 3.1C Consult with the Agency or employees of the Agency concerning the enforcement of any provisions of this Agreement.
- 3.2 NAPE/AFSCME Representative Names. NAPE/AFSCME will provide the Agency a list containing the names of NAPE/AFSCME's authorized representatives for the purpose of this Article within fifteen (15) calendar days after the effective date of this Agreement. NAPE/AFSCME will notify the Agency of change to this list a minimum of seven (7) calendar days prior to the effective date of change.
- 3.3 File Cabinet. NAPE/AFSCME will be permitted to maintain one NAPE/AFSCME provided file cabinet at each major work site (Nebraska Department of Education Office Building in Lincoln and other NDE offices) for use by NAPE/AFSCME representatives, unless the location of such cabinet is not practicable.
- 3.4 NAPE/AFSCME Stewards. Agency employees selected by NAPE/AFSCME to act as stewards will be known as "NAPE/AFSCME Stewards." NAPE/AFSCME will provide the Agency, on a yearly basis, a current list of the NAPE/AFSCME Stewards and will update the list as changes occur.
- 3.4A The NAPE/AFSCME Steward will be an Agency employee who is employed to perform full-time work for the Agency and will be responsible for such full-time work on his/her part except at the time of performing authorized duties as a NAPE/AFSCME Steward. The performance of duties as a NAPE/AFSCME Steward will not relieve the employee of the responsibility to properly accomplish his/her duties as an employee of the Agency.
  - 3.4B The NAPE/AFSCME Steward will function on behalf of the employees within the certified collective bargaining unit in the NAPE/AFSCME Steward's assigned area.
- 3.5 Employee Representative Distribution. Employees designated as NAPE/AFSCME Stewards will be reasonably distributed throughout the Agency to allow proper support for employees. However, no two (2) NAPE/AFSCME Stewards may actively process the same grievance or any other matter at the same time.
- 3.6 Employee Representative Hours. A NAPE/AFSCME Steward, upon notification to his/her immediate supervisor or other designated supervisor, will be permitted without unnecessary delay to devote up to a maximum of twelve (12) hours per month to conduct the following activities listed in Sections 3.6A through 3.6C. The twelve (12) hours per month is neither transferable nor cumulative, and will be limited to the NAPE/AFSCME Steward's normal schedule. NAPE/AFSCME Stewards who are working under this Section will be paid their regular hourly rate for such time.
- 3.6A Investigate any grievance or problem or dispute in his/her jurisdictional area so that the same can be properly presented in accordance with the grievance procedure.

- 3.6A1 Employees may discuss alleged or actual grievances with NAPE/AFSCME Stewards or NAPE/AFSCME staff for reasonable amounts of time during their regular work shift without loss of pay provided immediate supervisor approval is granted. Such approval will not be unreasonably withheld. If the immediate supervisor's approval is withheld, a stay of the time period for filing the grievance will go into effect until the employee is released to meet with the NAPE/AFSCME Stewards or NAPE/AFSCME staff.
- 3.6B Represent employee members of the bargaining unit in his/her meetings with management or other Agency representatives when such meetings are necessary to address grievances or disputes.
  - 3.6B1 All meetings or hearings relative to grievances will be scheduled from 8 a.m. to 5 p.m., Monday through Friday, excluding those days offices are not open. However, should such hearing or meeting extend past 5 p.m., it will not be considered to have violated said Agreement. Time spent in grievance meetings, hearings, or associated activities, which occur outside the NAPE/AFSCME Steward's normal work hours, will not be considered compensable time.
- 3.6C Confer, after informing the Agency, with staff members or officers of NAPE/AFSCME and employees on Agency premises, at reasonable times and places in advance of the above designated meetings, under the limits and conditions noted earlier.
- 3.7 Steward Notice to Supervisors. No NAPE/AFSCME Steward will leave his/her regularly assigned work area to conduct activities under Section 3.6 without first notifying and receiving approval from his/her supervisor, or in the absence of his/her supervisor, the person in charge. Such approval will not be reasonably withheld. Upon returning to work, the supervisor will again be notified.

The NAPE/AFSCME Steward and/or any other NAPE/AFSCME representative or agent, when entering any Agency areas or an office site to conduct NAPE/AFSCME business authorized by other provisions of this Agreement, will notify the supervisor of that area or site of his/her presence and of the nature of the issue.

- 3.8 Cause for Corrective Action or Discipline. Violation of the Agreement concerning the responsibility of NAPE/AFSCME Stewards by an employee may be cause for application of corrective action or discipline.

#### INFORMATION DISTRIBUTION

- 3.9 NAPE/AFSCME Orientation. The Agency agrees to notify NAPE/AFSCME of all newly hired employees within seven (7) calendar days of the employee beginning his/her duties, and include a NAPE/AFSCME orientation notice in the package of material provided to new employees, such notice to be supplied voluntarily by NAPE/AFSCME. Upon a request from NAPE/AFSCME, the Agency will provide an opportunity for a NAPE/AFSCME representative to meet with new employees for up to twenty (20) minutes during the orientation session. Attendance by new employees at such meetings will be voluntary.
- 3.10 Information Distribution and Solicitation. The Agency agrees that during the involved employee's nonworking time on the Agency's premises outside of employee office areas, employees or members of NAPE/AFSCME, provided they first notify the appropriate representative of the Agency, will be allowed to distribute NAPE/AFSCME literature and solicit NAPE/AFSCME membership. The term "employees" in the above sentence refers to the employee who is soliciting as well as the employee whose membership is being solicited.

- 3.11 Prohibition. NAPE/AFSCME agrees that its official representatives or members will not solicit membership in NAPE/AFSCME or otherwise carry on NAPE/AFSCME business or activities in a manner which prevents full attention of all employees to their respective jobs.
- 3.12 Bulletin Board Space. The Agency agrees to reserve adequate space on bulletin boards for use by NAPE/AFSCME provided the Agency will not be obligated to install any additional bulletin boards.
- 3.13 Bulletin Board Notices. Material to be placed on the bulletin boards will be limited to notices of NAPE/AFSCME's recreational, educational, and social affairs; notices of NAPE/AFSCME meetings, elections, appointments and results of NAPE/AFSCME elections; notices of NAPE/AFSCME meetings and any other notice from NAPE/AFSCME that would be of interest to the unit members. Such notice will indicate both posting and removal date. NAPE/AFSCME will be responsible for the posting and removal of NAPE/AFSCME notices. A copy of such material will be provided to the Human Resources Office of the Agency prior to or at such time as it is posted. All material posted by NAPE/AFSCME on Agency bulletin boards will be on NAPE/AFSCME stationery or otherwise authenticated by NAPE/AFSCME.
- 3.14 Information for Publication. NAPE/AFSCME will be allowed to submit articles and notices to the Agency for dissemination via the Agency's internal communication with employees. Publication will be totally at the discretion of the Agency.

#### INFORMATION TO BE PROVIDED TO NAPE/AFSCME

- 3.15 Agency Representative Names. The Agency will, upon request, provide to NAPE/AFSCME a current list containing the names of the Agency's designated representatives who are to receive notice as required by this Article within fifteen (15) calendar days after the effective date of this Agreement. The Agency will notify NAPE/AFSCME of change to the list a minimum of seven (7) calendar days prior to the effective date of change.
- 3.16 Annual Employee List. At the beginning of each fiscal year, the Agency will, upon request, provide to NAPE/AFSCME electronically a list of all bargaining unit employees. This list will contain the employee's name, home address, job classification title, job classification code, annual salary, date employed and work location. NAPE/AFSCME agrees to be responsible for the cost of this annual report. This list will be held confidential by NAPE/AFSCME.
- 3.17 Monthly Employee List. The Agency will, through the State Employee Relations Office, provide to NAPE/AFSCME an electronic list of names, home addresses, job classification title and job classification code of all employees in the bargaining unit on or before the 1st of each month. This list will be held confidential by NAPE/AFSCME.
- 3.18 Confidentiality. NAPE/AFSCME will keep the information provided in Sections 3.16 or 3.17 above confidential and will not use the information for any purpose other than record keeping and other official NAPE/AFSCME business. For purposes of this Article, solicitation of employees for membership in NAPE/AFSCME will be considered a part of official NAPE/AFSCME business.

#### LABOR/MANAGEMENT COMMITTEE

- 3.19 Establishment. The parties agree to the establishment of Labor/Management Committees.
- 3.20 Committee Membership. The Committees may be established on a regional, facility, and/or statewide basis with mutual agreement of the parties. The maximum number of employees participating with pay on behalf of NAPE/AFSCME will be three (3), with selection at the discretion of NAPE/AFSCME. If a greater number of participating employees is approved by the Deputy Commissioner, selection of additional representatives will also be at the discretion of NAPE/AFSCME. Labor/Management Committee meetings may only be called with the mutual consent of the Agency and NAPE/AFSCME.

## ARTICLE 4

### PERSONNEL FILE INFORMATION

- 4.1 Home Address. All employees are required to maintain a current physical home address with the Human Resources Office.
- 4.2 Content. Personnel records will include all information stored in any form by the Human Resources Office of the Agency, which is personally identifiable with an individual employee. The Agency agrees to maintain one official Agency personnel file per individual for the provisions of this Agreement. The one official Agency personnel file will be maintained electronically by the Agency's Human Resources Office. It is understood and agreed that copies of materials from the official personnel file on an employee may be maintained at the work site of the particular employee.
- 4.2A Public Information. Public information contained in personnel records will consist only of the full name of the employee; the employee's job title and date(s) of employment; a statement as to whether the individual is or was an employee of the Agency; the employee's work location and work phone number; and, the gross salary of the employee. Public personnel information will be provided to any party requesting it. Additionally, all "job application materials," as defined in Section 84-712.05(15) R.R.S., are required to be provided by the Agency upon proper request by any interested person under the state public records laws.
- 4.2B Confidential Information. Confidential information contained in personnel records will include all information that is not considered public information. Confidential information will be released only to the employee; the Board; any Agency administrator or supervisor in the line of authority to the employee; staff from the Human Resources Office or the Legal Services Office; any governmental law enforcement or investigative agency or representative upon presentation of proper identification to the Human Resources Office; a subpoena or court order; anyone who presents a document signed by the employee granting access to confidential information or as reasonably needed for the Agency to defend itself in any legal or administrative proceeding brought against the Agency or any of its officials or employees in their professional capacities, or as reasonably needed by the Agency to prosecute legal or administrative actions brought by the Agency.
- 4.3 Inspection and Copies. An employee of the Agency will be allowed to inspect and/or obtain a copy of their own personnel file maintained by the Human Resources Office at any time during work hours. Upon an employee's specific request to the Human Resources Office the Agency will, within ten (10) workdays, provide electronic access or copies of the specific documents requested.
- 4.4 Cost. The cost of any copies of the files will be assumed by the Agency unless said copies are of material which had been previously provided to the employee, in which case the cost of such copies will be assessed to the employee at the rate per copy charged for public records per the Agency's administrative policies regarding Public Access to Records and Reproduction Costs.
- 4.5 Notice. Employees will be notified by the Agency in writing within ten (10) workdays of any information being placed in their personnel file by persons other than the employee which information bears upon the character of the employee or the employee's job performance. The Agency will be required to reproduce the information for the employee in accordance with Section 4.4.

- 4.6 Release of Information. All third-party inquiries requesting information regarding the employment record of an employee will be directed to the Human Resources Office. Upon receipt of a completed release of information form, the Human Resources Office will provide the requested information. When the employee does not specify on the release form the information to be disclosed, the Human Resources Office will disclose to the authorized third party the information described in Section 48-201 R.R.S. When a request for other than public information is received, and a completed release form is not on file to allow release of the requested information, the Human Resources Office will forward an Authorization for Release of Employment Records form to the employee or the requestor. If no written authorization is received, the Human Resources Office will release only public information. The release form will be retained in the employee's personnel file. Documented employment information from a current or former employee's personnel file will be shared with other state agency human resources staff or hiring supervisors, upon request, when the current or former employee has applied for a position in another department/division/agency on the basis of the release on the state job application.
- 4.7 Medical Records. Employee records of medical examination and other miscellaneous medical records will be maintained electronically by the Human Resources Office separate from personnel file documents. Access to medical records will be provided only to personnel who require them to carry out an assigned responsibility.
- 4.8 Post-employment. This Agreement does not cover the inclusion of information in any employee's personnel file following termination of the employee. Such being the case, NAPE/AFSCME takes no responsibility or liability for the manner or method by which the personnel files are utilized by management after termination. Former employees will have reasonable rights of access to their Agency personnel file, subject to the provisions in the NDE Personnel Rules (Title 93, [Nebraska Administrative Code](#), Chapters 1-16).

## ARTICLE 5

### PERFORMANCE APPRAISALS

- 5.1 General. Performance management is a process by which an employer involves its employees, either individually or in groups, in effective accomplishment of agency mission and goals. This process includes: planning work and setting expectations, continually monitoring performance, developing the capacity to perform, regularly evaluating performance and rewarding good performance.
- 5.2 Performance Standards/Expectations. The agency shall establish performance standards and expectations for their employees and shall communicate such to each employee prior, or as soon as practical, to the outset of any evaluation period (annual or probationary). These performance standards and expectations will only be revised after reviewing with the employee. Any revisions shall be dated and shall not be applied retroactively. Performance standards and expectations shall be fully consistent with an employee's assigned duties and responsibilities as described in his/her job description.
- 5.2A Supervisors will hold performance planning sessions, communicate performance expectations, and provide performance feedback outside of the formal appraisal conferences. Performance feedback, whether favorable or unfavorable, will be communicated to the employee early, often and appropriately.
- 5.43 Appraisal Schedule. Written performance appraisals will be prepared at prescribed intervals during the probationary period and annually thereafter as described in Section 5.1C. The absence of any required appraisals does not prohibit nor delay the ending of a successful probationary period and the establishment of a regular appointment. If a performance appraisal was not completed during the previous twelve (12) months, an employee's performance will be considered as meeting expectations for salary purposes. ~~until such time as a performance appraisal is completed.~~ Employees will be provided ~~with either~~ electronic access to, ~~or a paper or electronic~~ a copy of, the completed performance appraisal. A copy of each performance evaluation shall be included in the employee's personnel file or kept electronically in the official system of record.
- 5.34A Six-Month Probationary Period. For employees with a six-month probationary period the following schedule of appraisals will be maintained:
- 5.1A1 Prior to the end of the 6<sup>th</sup> month of employment.
  - 5.1A2 Additional appraisals may be scheduled at the discretion of the employee's supervisor.
- 5.4B3B Twelve-Month Probationary Period. For employees with a twelve-month probationary period, the following schedule of appraisals will be maintained:
- 5.1B1 Prior to the end of the 12<sup>th</sup> month of employment.
  - 5.1B2 Additional appraisals may be scheduled at the discretion of the employee's supervisor.
- 5.34C Annual Appraisals. Annual appraisals will be conducted ~~on an annual basis~~ after original probation covering the previous calendar year and shall be completed no later than April 1, barring extenuating circumstances. ~~Additional appraisals may be scheduled at the discretion of the employee's supervisor.~~
- 5.24 Discrimination. An employee may grieve the performance appraisal following procedures prescribed in Article 17 only if:

- 5.2A The employee alleges discrimination by reason of sex, race, color, age, national origin, marital status, religion, or disability; or,
- 5.2B The individual completing the appraisal:
- 5.2B1 Is not the immediate supervisor or next level supervisor or management position covering the daily work of the employee rated; or
  - 5.2B2 Provided false information on the appraisal instrument. A supervisor's subjective assessment of a matter of performance is not false information for purposes of this subsection.
- 5.35 Special Appraisals. A special performance appraisal may be submitted whenever the supervisor desires to record instances of performance worthy of recognition either favorable or unfavorable. Reasons for submission of this type of appraisal will be explained in the comments section of the appraisal.
- 5.46 Rebuttal. The employee may, within seven (7) calendar days of the appraisal conference, make written comments within the employee signature area or submit a separate written statement to the Human Resources Office that will become a permanent part of the personnel file. No additional written observation will be made on the appraisal after the appraisal conference has been held without notification to the employee.
- 5.7 Appeal. If a regular employee receives an overall unsatisfactory ("Does Not Meet" or "Somewhat Meets") performance evaluation, and does not agree with the performance evaluation, the employee may request a conference with the Agency's Office of Human Resources, or its designated representative, to review the performance evaluation. After this conference, the Agency's Office of Human Resources, or its designated representative, may change the most recent performance evaluation determination to "Meets".

## ARTICLE 6

### PROBATIONARY PERIODS

6.1 Purpose. Every person in a position covered by the bargaining unit will be required to serve a probationary period, which will be of sufficient length to enable the employee's supervisor to observe the employee. Employees may have their probationary period extended according to the provisions in this Article.

6.2 Period of Time. Each employee will serve an appropriate original probationary period based on the job classification occupied. The original probationary period for new or revised classifications created after the effective date of this Agreement will be determined by the Agency per the provisions of Sections 2.2A and 10.1.

6.2A Six-Month Probationary Periods. Employees occupying the following jobs (including various levels within the job family), or successor job titles, will serve a probationary period of six (6) months:

Administrative Associate  
IT Infrastructure Support Technician  
IT Help Desk Specialist  
Office Associate  
Office Associate Executive  
~~Paralegal~~  
Program Associate  
VR Associate

6.2B Twelve-Month Probationary Periods. Employees occupying the following jobs (including various levels within the job family), or successor job titles, will serve a probationary period of twelve months:

Administrative Specialist  
~~Administrator~~  
~~Disability Adjudicator~~~~DDS Examiner~~  
~~Disability Determination Services Hearing Officer~~~~DDS Examiner Specialist Advanced~~  
Education Specialist  
~~General Counsel~~  
~~Internal Quality Assurance Examiner~~  
IT Applications Developer  
IT Data/Database Analyst  
IT Infrastructure Support Analyst  
IT Help Desk Specialist Senior  
~~IT Supervisor~~  
IT Manager  
IT Administrator  
Legal Counsel  
~~Officer~~  
~~Paralegal~~  
Program Specialist  
Project Manager  
~~Psychometrician~~  
Statistical Research Specialist  
VR Service Specialist  
VR Rehabilitation Specialist  
~~VR Office Director~~  
~~VR Program Director~~  
Web Developer

- 6.2C Extensions. Employees may have their original probationary periods extended for cumulative absences of at least 40 hours during a six-month original probationary period or at least 80 hours during a twelve-month original probationary period. Employees with original probationary periods of six (6) months may be extended by up to six (6) months not to exceed a total of twelve (12) months upon written notification to the affected employee, which includes reasons for such extension. Employees with original probationary periods of twelve (12) months may be extended by up to six (6) months not to exceed a total of eighteen (18) months upon written notification to the affected employee, which includes reasons for such extension.
- 6.3 Discrimination Prohibition. An employee serving an original probationary period may be terminated without recourse under this Agreement, including terminations for not successfully passing the applicable background screens. This provision does not allow for terminations due to unlawful discrimination (race/ethnicity, color, sex, religion, age, disability, genetic information or national origin), nor does it limit any legal remedies such an employee may have outside of this Agreement.
- 6.4 End of Probation. If the supervisor determined that the services of an employee have been acceptable, the employee will move from probationary to regular employee status. An employee will move to regular employee status on the day following the day ending the probationary period, unless notice of extension has been given prior to such time. In the event of an extension of the probationary period, an employee will move to regular employee status on the day following the day ending the extension of the probationary period.
- 6.5 Termination of Employment. If at any time during the original probationary period it is determined that the services of the employee have not been acceptable, or the employee does not successfully pass applicable background screens, the Office Administrator and supervisor will notify the employee in writing of the date services are to be terminated. There is no recourse for such terminations under this Agreement.
- 6.6 Change of Position During Probationary Period. Employees who move to another position during their original probationary period are required to serve a complete new probationary period in the new position and will not be credited with probationary service completed in the previous position. However, employees who move to positions that are under the same Office Administrator, and are of the same pay grade, will be credited with all probationary service in the previous position.
- 6.7 Promotional/Lateral Probation. An employee who accepts a new position as described in Section 11.1B may be placed on promotional/lateral probation for a period of up to six (6) months to determine his/her ability to perform the job (this is not another original probationary period). A supervisor may extend the promotional/lateral probation of such an employee for cumulative absences of at least 40 hours during this probationary period. If the employee is not performing adequately in the new position during the probationary period, the employee shall, if the position is still available, be reverted to the employee's previous position and pay rate or apply for any open position for which he/she is qualified to hold. The Agency shall not be required to utilize the disciplinary process to revert an employee back to the employee's former position or a vacant position assigned to a classification having a minimum rate of pay equivalent to the former position. The Agency will document efforts to provide the promoted employee with performance improvement counseling when utilizing this provision. The supervisor and Office Administrator may request approval from the Human Resources Office to waive or end the promotional/lateral probationary period early.
- 6.7A During the promotional/lateral probationary period for the new position, probationary performance appraisals may be conducted according to the schedule as set forth in Article 5.

## ARTICLE 7

### SCHEDULED WORKWEEK AND HOURS

- 7.1 Work Schedule. The Agency will establish for each employee a normal workweek schedule of seven (7) consecutive days, Monday through Sunday. Regular pay and overtime pay will be calculated based on the workweek.
- 7.2 Workdays and Hours. Except as otherwise authorized by the Office Administrator and the immediate supervisor, each full-time employee will be scheduled to work at least eight (8) hours per workday and forty (40) hours per workweek. For purposes of calculating and reporting leave, a workday will be considered to be eight (8) hours for a full-time employee or the corresponding percentage of FTE for part-time employees.
- 7.2A Regular Work Hours. Work hours will fall between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday; however, exceptions outside those hours may be allowed if approved by both the Office Administrator and the immediate supervisor. Permission will not be unreasonably denied. Job-related travel may cause exceptions to these work hours.
- 7.2B Consistency. Employees will work the same period each workday, unless otherwise agreed upon with their supervisor in advance.
- 7.2C Lunch. Each day, employees will have an unpaid lunch break of at least thirty (30) minutes and no more than sixty (60) minutes unless they are: (1) scheduled to work six (6) hours or less that day; or (2) required to attend a working lunch that is considered compensable time. If an employee is working six (6) hours or less and would like to forgo the lunch break, the supervisor can approve the request. Scheduling the time of the lunch break is subject to the approval of the immediate supervisor. Schedule requests will not be unreasonably denied by the supervisor. Employees may not take a lunch break for a shorter period of time than one-half (1/2) hour. A lunch break may not be saved for use in shortening the workday.
- 7.2D Breaks. All employees' work schedules will provide for a paid fifteen (15) minute break during each four (4) hours an employee is on the job. The rest periods will be scheduled at the middle of each such four (4) hour period whenever this is feasible. In the event that pressing work requirements exist, rest breaks will be provided as soon as practicable following the normal schedule during the same workday. Employees will not receive additional compensation or compensatory time off in lieu of rest periods. Break time may not be saved for use in shortening the workday or in extending the lunch break.
- 7.2E Management Rights. The Agency may establish schedules of employee's work hours in order to insure proper staffing between the hours of 8 a.m. and 5 p.m. The Agency retains the right to specify work hours for specific employees or groups of employees due to ongoing work requirements or in emergency situations.
- 7.2E1 The Agency will provide ten (10) workdays' written notice to the affected employees prior to making changes in their permanent work schedules. The Agency may temporarily change an employee's work schedule to respond to an unforeseen situation without the ten (10) workdays' notice. An unforeseen situation is one not knowable or controllable by the Agency reasonably in advance of the temporary schedule change.
- 7.3 Overtime. Nothing contained in this Article will be construed as limiting the Agency's right to require overtime work by employees, subject to the provisions of Article 8.

- 7.4 Job Sharing. Job sharing may be allowed by mutual agreement of the Deputy Commissioner, the Office Administrator and the immediate supervisor. The Agency will attempt to maintain job sharing arrangements in effect as of the effective date of this Agreement for as long as is practical and both involved employees remain employed in their current positions.

## ARTICLE 8

### OVERTIME

- 8.1 FLSA Status Determination. The Human Resources Office will determine the Fair Labor Standards Act (exempt or nonexempt) status of each existing, new, or restructured position.
- 8.2 Nonexempt. All employees working in positions classified as “nonexempt” from overtime requirements under the FLSA, Title 29, United States Code, Chapter 8, who are required to work in excess of forty (40) hours in any workweek will be paid at the rate of one and one-half (1½) times the employee’s current hourly rate or granted compensatory time off at the rate of one and one-half (1½) times each one tenth (1/10) hour worked in excess of forty (40) in any workweek. This Section will in no way limit any rights or powers of the employees as provided by law.
- 8.2A Whether payment for overtime work is in the form of cash or compensatory time off will be at the discretion of the Office Administrator and the immediate supervisor. Payment for overtime hours will be calculated at the hourly rate that was in effect for overtime at the time excess hours were actually worked.
- 8.2B Compensatory time off when taken in lieu of pay, cannot be used until the pay period after it is earned. Employees who worked overtime hours between ~~July 3, 2023~~ June 30, 2025 and ~~June 30, 2024~~ June 28, 2026, will either be provided time off by ~~July 28, 2024~~ by or be paid out in biweekly 16 payroll at the pay rate in effect at the time the compensatory time was earned. Employees who worked overtime hours between ~~July 1, 2024~~ June 29, 2026 and ~~June 29, 2025~~ June 27, 2027, will either be provided time off by ~~July 27, 2025~~ or be paid out in biweekly 16 payroll at the pay rate in effect at the time the compensatory time was earned.
- 8.2C Upon termination, employees covered by Section 8.2 will be compensated for accumulated unused compensatory time off at the rate provided for by the FLSA.
- 8.2D For all employees other than those in the Disability Determination Services (DDS), no overtime is to be worked by an employee covered by Section 8.2 without the prior approval in writing by the immediate supervisor and the Office Administrator. No overtime is to be worked by a DDS employee covered by Section 8.2 unless authorized by the Social Security Administration and approved by the DDS administrator.
- 8.2E Holidays will be considered as work hours for overtime purposes. Hours worked by an overtime-eligible employee on a holiday will be compensated at one and one-half (1½) times the employee’s normal hourly rate of pay. All hours worked on a holiday in excess of employee’s normally scheduled workday will be compensated at two (2) times the employee’s normal hourly rate of pay.
- 8.2F Paid leave (e.g., sick, vacation, bereavement) will not be considered as work hours for overtime purposes.
- 8.3 Exempt. Employees not eligible for one and one-half (1½) times compensation for overtime, who, in fulfilling their job responsibilities (which may include travel time) extend their accountable work hours beyond the expected eight (8) hour workday or approved work schedule, may deviate from their usual work hours upon advance approval and agreement between the employee and immediate supervisor as to the number of hours of deviation and when the deviation from their usual work hours will take place.

## ARTICLE 9

### TRAVEL

- 9.1 Nonexempt Employee Travel Time. Required travel for nonexempt employees will be considered work time per the requirements as set forth in the Fair Labor Standards Act (29 CFR §785).
- 9.1A Under this federal regulation, the Agency does not consider time spent in overnight travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus or automobile to be “work time.”
- 9.2 Defensive Driving. The Agency will allow the use of state-owned vehicles for business use to employees who have successfully completed a Defensive Driving course approved by the State and who currently hold a valid driver’s license.
- 9.3 Personal Vehicles. When reasonably requested by the Agency, or when requested by the employee and approved by the Agency, employees may use their own automobile for work-related travel at a rate of reimbursement per the Agency’s policies regarding employee expense reimbursement.
- 9.4 Lodging and Meal Reimbursement. The Agency will reimburse lodging and meal expenses per the Agency’s policies regarding employee expense reimbursement.
- 9.5 Lodging Arrangements. Single occupancy lodging will be made available to any employee traveling on Agency business unless the employee(s): waives the option, prefers multiple accommodation lodging, or lodging availability in the town precludes single occupancy.

## ARTICLE 10

### JOB CLASSIFICATION PLAN

- 10.1 Job Classification Specifications. The Human Resources Office will maintain a master set of all approved job specifications used by the Agency, which will be available on the Agency's intranet website.
- 10.2 Notice Regarding New Job Classification or Series. In the event that any new job classifications or series are developed or revised, by way of content or title during the term of this Agreement, the Agency will notify NAPE/AFSCME as to whether such job classification or series is considered to be included or excluded from the bargaining unit. If NAPE/AFSCME disagrees with the determination, the parties will meet to discuss and resolve the issue. If the parties are unable to resolve the issue, the matter will be settled by the Commission of Industrial Relations.
- 10.2A If a specific position's designation relative to inclusion in the bargaining unit changes, NAPE/AFSCME will be notified in writing.
- 10.3 Process for Job Classification Review. Regular employees may request a review of their job classification at any time providing the position has not been reviewed within the previous twelve (12) months. The employee's supervisor may request a review of the classification of an employee's position at any time providing the position has not been reviewed within the previous twelve (12) months. The employee's supervisor(s) may request of the Human Resources Office a waiver of the twelve (12) month interval requirement.
- 10.3A Following such request by an employee, which will be made through but not impeded by the supervisor(s), or following such request by an employee's supervisor(s), the Human Resources Office will review the placement of such employee. Such review by the Human Resources Office will include the review of a Position Description Questionnaire completed by the employee and reviewed by the employee's supervisor(s) and the Office Administrator. The Position Description Questionnaire will be provided to the employee and supervisor by the Human Resources Office within five (5) workdays of such request.
- 10.3B The employee or supervisor will have fifteen (15) workdays to complete the Position Description Questionnaire, including the supervisor's and Office Administrator's review, and return it to the Human Resources Office. The Human Resources Office will have twenty (20) workdays from the receipt of the completed Position Description Questionnaire to complete the review of the job reclassification request and make a decision.
- 10.3C A copy of the Human Resources Office decision will be forwarded to the supervisor(s), the Office Administrator and the employee. If the decision of the Human Resources Office is to retain the employee's classification or reclassify the employee to a higher job specification, the decision is final. If the decision of the Human Resources Office is to reclassify the employee to a lower job specification, the supervisor(s), the Office Administrator, and the employee will then have an opportunity to provide comments and/or documentation to the Deputy Commissioner to appeal the decision of the Human Resources' Office within ten (10) workdays.
- 10.3D The Deputy Commissioner will have fifteen (15) workdays after receiving the appeal to make a final decision. The Deputy Commissioner will communicate the final decision to the Human Resources Office, supervisor(s), the Office Administrator, and the employee within five (5) workdays of the decision.

- 10.3E If the decision of the Human Resources Office to reclassify the employee to a higher job specification is made, and a pay adjustment is warranted, the pay adjustment will be effective the next pay period.
- 10.4 Time Requirements. The time requirements in this Article may be extended by written agreement between the employee and the Human Resources Office in cases where additional time is needed in order to conduct the review process. Retroactive pay adjustments under Section 10.3E may be made.

## ARTICLE 11

### VACANCIES, RECLASSIFICATIONS AND DEMOTIONS

- 11.1 Vacancies. Whenever a position opening occurs in any existing job classification within the NAPE/AFSCME bargaining unit, or as a result of the development or establishment of a new job classification within the bargaining unit, a notice of such opening will be communicated to employees and posted on appropriate websites. Upon posting, the position will be subject to application by qualified employees of the Agency for a period of not less than ten (10) calendar days. The Agency will foster the filling of such vacancies by qualified employees of the bargaining unit, provided, however, nothing herein will preclude the Agency from accepting applications from, or hiring the most qualified persons whether or not they are such employees. The determination of qualifications will be made by the Agency.
- 11.1A For purposes of Section 11.1, a job will not be considered to have been open, or a position to have been vacant, if a qualified employee of the Agency is placed in the position, when such placement is the result of any of the following situations:
- 11.1A1 The employee so placed has (i) assisted the employee who previously occupied the position for a period of at least three (3) calendar months, and has been in training for that particular position during such period, and is by virtue of such previous assignment uniquely suited for such position; or (ii) been or was satisfactorily performing the majority of the essential duties of the position while in his/her current position, as determined by the Agency, for a period of at least three (3) months.
  - 11.1A2 The employee so placed has been contracted by the Agency (e.g., third party or employee-employer contractor, temporary employee) and has been satisfactorily performing the majority of the duties of the position, for a period of at least three (3) months.
  - 11.1A3 The employee so placed has had such action taken as a result of disciplinary action, or the placement is accomplished to prevent the necessity of such action.
  - 11.1A4 The placement of said employee is for the purpose of protecting, or otherwise related to, the health of the employee. In such instances, the action must be voluntary. This includes, but is not limited to, placement of employees for the purpose of reasonable accommodation under the Americans with Disabilities Act (ADA) or the Nebraska Fair Employment Practices Act.
  - 11.1A5 The placement is the result of Agency organizational changes, which did not result in the establishment of new positions.
  - 11.1A6 Nothing herein will be construed as preventing the Agency, in emergency situations, from filling a position on a temporary basis without posting the position. Such temporary assignment will not exist for a longer period than the emergency situation.
  - 11.1A7 The position is filled by an employee displaced by other personnel action (i.e., layoff, non-disciplinary demotion).
  - 11.1A8 Voluntary transfers that maintain the employee's same job classification and pay grade.

- 11.1A9 The vacant position is filled as the result of a grievance or litigation settlement, reversion to a previous position or placement in a vacant position per Section 6.7, court order, Board order, or order of a governmental agency with proper jurisdiction and authority.
- 11.1B Employees who apply for and are selected as the successful applicant to fill a vacant position opening that was posted pursuant to Section 11.1, except as provided below, will be subject to the same salary range that was identified on the posting for all applicants. Employees are not entitled to retain their current salary level if they accept the offer to fill the vacancy. The salary provisions contained in Sections 11.2C and 11.3B do not apply to such a situation.
- 11.1B1 The Commissioner or Deputy Commissioner may authorize a higher salary than was identified in the posting in cases where it is determined that the current NDE employee selected possesses superior or unique experience or qualifications that will provide added benefit to NDE in the job.
- 11.2 Reclassifications. In situations where the employee's job duties have changed significantly, the employee may be reclassified to a new job classification at a higher pay grade as a result of the job classification review process identified in Article 10, or as provided in Article 11, Sections 11.2A and 11.2B, as long as minimum qualifications are met.
- 11.2A Within the Disability Determination Job Classification Series, employees will not be required to go through the Job Classification Review Process described in Article 10 ~~in order to be reclassified from DDS Trainee to DDS Adjudicator I, from DDS Adjudicator I to II, from DDS Adjudicator II to III, or DDS Adjudicator III to DDS Hearing Officer to be reclassified from Disability Examiner to Disability Examiner Specialist.~~ Within the Vocational Rehabilitation Job Classification Series, employees will not be required to go through the Job Classification Review Process described in Article 10 in order to be reclassified from ~~VR Associate to VR Senior Associate, VR Service Specialist to VR Senior Service Specialist, VR Rehabilitation Specialist to VR Senior Rehabilitation Specialist, and VR Service Specialist or VR Senior Service Specialist to VR Rehabilitation Specialist.~~
- 11.2B The Agency will provide NAPE/AFSCME advance notice of a job reclassification of an employee subject to this Agreement to a job classification not subject to this Agreement without the use of the Job Classification Review process described in Article 10. NAPE/AFSCME will have five (5) workdays to respond to the notice.
- 11.2C Reclassification Rates. An employee who is reclassified to another job classification at a higher pay grade will be placed in the new job classification on the same numbered step that they were placed in their previous job classification.
- 11.2C1 The Office Administrator may request approval from the Deputy Commissioner to award a salary increase greater than that which would be provided for above. The Deputy Commissioner's decision will be final.
- 11.2C2 The Office Administrator may request approval from the Deputy Commissioner to award a salary increase less than would be provided in Section 11.2C if the employee has already received a salary increase for the same duties, which resulted in the reclassification.
- 11.2C3 An employee's job classification modified by the Human Resources Office outside of the Job Classification Review Process in Article 10 is not subject to the salary increases in Section 11.2C.

- 11.3 Demotions. An employee may receive a disciplinary demotion per Section 18.8 or be demoted due to unsatisfactory performance during a ~~secondary-promotional/lateral~~ probation period per Section 6.7. In cases in which the employee accepts a demotion to avoid being laid off, voluntarily requests a demotion, or, is reclassified to a lower pay grade pursuant to the review process in Article 10, a non-disciplinary demotion may result. The employee will have the right to elect demotion as the alternative to a layoff. The right to elect will be granted to employees in accordance with the provisions of Article 16.
- 11.3A In all cases involving demotion, the employee must meet the requirements of the position to which he/she is demoted, and except as provided in layoff procedure, no employees in a lower-level position will be laid off by reason of a demotion action involving another employee.
- 11.3B Demotion Rates. An employee who is reclassified to another job classification at a lower pay grade will be placed in the new job classification on the same numbered step that they were placed in their previous job classification.
- 11.3B1 The Office Administrator may recommend to the Deputy Commissioner a pay reduction less than that which would be provided for above. The Deputy Commissioner's decision will be final.
- 11.4 Service Dates. Promotion, demotion and transfer of employees will not change the employees' service date.
- 11.5 Loss in Pay. No employee will, as a result of Agency action, suffer a loss in pay through a promotion or transfer to a position of the same job classification or through a transfer to a different job classification in the same pay grade. This provision will not apply in layoff situations.
- 11.6 Moving Expense Reimbursement. Employees who are involuntarily relocated to another geographical location for the benefit of the Agency, and newly hired employees excluding temporary employees, may be reimbursed for certain ordinary, necessary and reasonable moving expenses subject to the requirements of the Department of Administrative Services Accounting Manual and the prior written approval of the Commissioner. For the purposes of this section, the exercise of any bumping option will be considered as a voluntary transfer. Reimbursement must be submitted to the Agency's Accounting Section within sixty (60) calendar days of the final day on which the expenses were incurred in accordance with 81-1174 R.R.S. and Agency procedures.

## ARTICLE 12

### EMPLOYEE EDUCATION OPPORTUNITIES

- 12.1 Postsecondary Coursework During Work Time. Employees may request approval to use work time to take up to seven (7) credit hours each calendar year from postsecondary institutions that award credit on the semester schedule or nine (9) credit hours each calendar year from postsecondary institutions that award credit on the quarter schedule. However, no more than four (4) credit hours may be taken in any one (1) semester, or no more than four and one-half (4.5) credit hours in any one (1) quarter, during work time without loss of pay. All summer sessions combined are considered equivalent to a one-semester period. If a class crosses calendar years, eligibility to take a course will be determined based on the start date of the class. Approval under this section is intended to allow employees to use work time to attend courses that have a regular meeting schedule as opposed to self-paced, online courses or credits for activities such as thesis or doctoral work. Depending on the distance and location, travel time may also be considered regular work time. Prior approval for coursework and related travel on work time must be obtained from the immediate supervisor, Office Administrator, and Deputy Commissioner. Management may limit the amount of work release time granted. Requests and subsequent documentation must be submitted on a form provided by the Agency. Requests will be directed through the employee's immediate supervisor to the Human Resources Office. Any additional credit hours may be scheduled outside the normal workday. Approval under this Article will not be unreasonably denied; however, approval is discretionary and may be made on bases such as, but not limited to, fiscal considerations, workload, and documented evidence of employee performance concerns in the prior two-year period. For purposes of this Article, the term "postsecondary institution" means an institution of higher learning accredited by an accrediting body that is recognized by the United States Secretary of Education and is authorized to grant associate, baccalaureate or post-baccalaureate degrees.
- 12.2 Reimbursement When Employee Elects to Take Postsecondary Coursework. As an alternative to Section 12.1, employees may be eligible to receive not more than seven (7) credit hours each calendar year of tuition reimbursement for coursework at postsecondary institutions that award credit on the semester schedule or nine (9) credit hours each calendar year of tuition reimbursement for coursework at postsecondary institutions that award credit on the quarter schedule for job-related courses. If a class crosses calendar years, eligibility to take a course will be determined based on the start date of the class. Job-relatedness will be determined by the Deputy Commissioner, whose decision will be final. Reimbursement may be for any portion of the tuition cost, required course fees, and books, with the employee being notified of the amount of reimbursement, prior to the beginning of the course. Reimbursement for course-related expenses will be prorated based on the number of credit hours reimbursed. Approval for reimbursement will not be unreasonably denied; however, approval is discretionary and may be made on bases such as, but not limited to, fiscal considerations, workload, and documented evidence of employee performance concerns in the prior two-year period. Eligibility for reimbursement requires a course grade of "C" or better for undergraduate courses, or a "pass" for pass/fail courses, or a course grade of "B" or better for graduate courses, and proof of payment or a deferred payment agreement with the postsecondary institution and/or federal student aid loan servicing entity. Requests for reimbursement and substantiating documentation must be submitted in writing prior to the beginning of the course on a form provided by the Agency. Requests will be directed through the employee's immediate supervisor to the Human Resources Office. Employees who receive tuition reimbursement will be required to reimburse the Agency if they voluntarily leave their employment with the Agency within one year of the course completion date.

- 12.3 Employee Directed to Take Postsecondary Coursework. If an employee is directed by the Agency to take a job-related course at a postsecondary institution, the Agency will pay for all costs of said course including tuition, books, other required instructional materials, mandatory fees, and associated travel costs. Job-relatedness will be determined by the Deputy Commissioner, whose decision will be final. The employee so directed will be considered to be working for the Agency during classroom time and any travel incurred to attend such courses will be treated as travel for the Agency. The employee so directed will be considered to be on work time while participating in said course. The Agency will require written documentation to verify the employee's enrollment, course completion and the grade earned.
- 12.4 Online Coursework. Online postsecondary coursework may be taken, and reimbursement for any portion of the tuition cost, required course fees and books may be allowed, if the course is job-related and prior approval to take the course is granted by the immediate supervisor, Office Administrator and Deputy Commissioner. Online courses may not be taken on work time unless dedicated online sessions with the instructor, or related to the class, are required as specified by a course catalog and only occur during the employee's regular work time. Employees may use Agency computers, Internet access, printers, and office supplies for online courses and related homework if the employee has been directed to take a job-related course for professional development per Section 12.3, or if an employee elects and receives supervisory approval to take an online course available through the State's learning management system. If employees voluntarily take an online postsecondary or other educational or vocational course, the Agency's computers, Internet access, printers, and office supplies may not be used.
- 12.5 Conference or Meeting Participation. In addition to the assigned activities of each employee, the Office Administrator may approve reasonable requests from employees to participate in meetings, conferences or in-service activities related to the employee's job. Determination of reasonable requests and job-relatedness will rest with the Office Administrator. Upon approval of such a request, the employee may attend such meeting, conference, or in-service activity without loss of pay and at the expense of the Agency. Additionally, an employee may be permitted to participate in at least one (1) meeting, conference, or in-service activity per year relating to the employee's job consisting of a total of not more than five (5) workdays at the expense of said staff member without loss of pay.
- 12.6 Decisions made by management pursuant to the provisions of this entire Article may be grieved by the employee by proceeding directly to Step 3 of the grievance procedure as described in Section 17.10C of Article 17. The decision of the Deputy Commissioner pursuant to that Section will be final and is not subject to further grievance or appeal.

## ARTICLE 13

### SALARY

13.1 New Job Classification Systems or Salary Structures. The parties recognize that classification of jobs and assignment of job classifications to pay grades are not negotiable items under this Agreement. However, prior to implementation of any new salary structure or job classification system, the Agency will meet with NAPE/AFSCME to discuss and negotiate those factors relating to conversion to the new job classification system or salary structure which affect employees that are negotiable. Such negotiations will not be construed a reopening of negotiations for this Agreement, but will be intended to reach a separate agreement between NAPE/AFSCME and the Agency.

13.2 Pay Plan Requirements.

13.2A Within three (3) months of the end of the fiscal year, the Agency, through DAS, will transmit to NAPE/AFSCME information containing the wage and salary budget and expenditures for the previous fiscal year.

13.2B Pay increases for promotions and pay decreases for demotions are addressed in Article 11.

13.3 Pay Plan. The pay plan is based on a structure that contains multiple pay grades. The range for each pay grade begins with the minimum salary, ~~is anchored by the midpoint,~~ and ends with a maximum salary.

13.3A The pay structure for this Agreement is contained in Appendix B & C.

13.4 Pay Structure. Adopt a twenty-paygrade structure (attached in Appendix AB& C) with each paygrade having twenty (20) steps in intervals of two percent (2%)., ~~effective July 3, 2023. Effective July 1, 2024, increase the pay structure by three percent (3%). Effective June 30, 2025 the pay structure will increase by 1.25%. Effective June 29, 2026 the pay structure will increase by 1.25%.~~

13.5 Salary Increases. ~~Effective July 3, 2023, the salary for each employee will be adjusted upward by seven percent (7%). The employees will then be placed on the 2023-2024 pay structure and their salaries rounded up to the nearest step. Effective July 1, 2024, the salary for each employee will be adjusted upward with the pay structure adjustment of three percent (3%). Employees who received a satisfactory or better cumulative appraisal rating for calendar year 2023, or who completed their original probation period, will advance one step on the 2024-2025 pay structure. Effective June 30, 2025, the salary for each employee will increase upward with the pay structure adjustment of 1.25% and regular employees who have completed original probation by, June 23, 2025 and received a meets or better cumulative review rating on their 2024 annual, transfer/promotional review or end of original probation performance review, will advance one step, two percent (2%). Regular Employees who are at or above the highest step (20) in their respective pay grade, and have received a meets or better cumulative review rating, will be eligible for a two percent (2%) increase each year and will not be considered maxed out.~~

~~Effective June 29, 2026, the salary for each employee will increase upward with the pay structure adjustment of 1.25% and regular employees who have completed original probation by June 22, 2026, and have received a meets or better cumulative review rating on their 2025 annual, transfer/promotional or end of original probationary review, will advance one step, two percent (2%). Regular Employees who are at or above the highest step (20) in their respective pay grade, and have received a meets or better cumulative review rating, will be eligible for a two percent (2%) increase each year and will not be considered maxed out.~~

~~If performance reviews are not completed on time, regular employees will be considered to meet expectations.~~

~~Regular Employees who are at or above the highest step (20) in their respective pay grade, and have received a meets or better cumulative review rating, will be eligible for the same salary increases as employees within the pay grade. a two percent (2%) increase each year and will not be considered maxed out.~~

13.5A Employees on administrative probation, disciplinary suspension without pay, or suspension with pay as of July 3, 2023 ~~June 30, 2025~~, or July 1, 2024 ~~June 29, 2026~~, will remain at their current salary until satisfactory completion of all of the requirements of their employment condition.

13.5B If a suspension is for investigative purposes and the employee is subsequently determined not to be subject to disciplinary action, the actions described in Section 13.5 will be effective retroactive to the date any pay increases would have been granted had the suspension not been in effect.

13.5C In the event that the Master Contract negotiations result in annual salary increases that differ from those provided for in Section 13.5, the parties agree to meet and discuss salary issues notwithstanding the provisions of Article 1, Section 1.16.

13.5D In no case will employees receive salaries that are less than the minimum of their pay grade.

13.5E Multilingual Pay. ~~Employees in positions designated by the Agency as multilingual will receive \$1.75 per hour differential pay after they are placed on their step each year. The Agency retains the authority to determine what positions are designated as multilingual, including removing the designation at its discretion. The Agency may also implement proficiency standards or other requirements that employees must meet in the designated positions. The agency shall not require employees that are not in a position designated as multilingual to perform multilingual duties.~~

~~13.6 — Horizontal Movement. The Deputy Commissioner may distribute salary increases to employees who meet established criteria as necessary to address internal/external inequities and/or recognize noteworthy performance. The salary increases will be included in the employee's regular rate of pay and base salary. NAPE/AFSCME will be provided written notice of such salary increase identifying the employee, the amount, and justification for the payment.~~

13.7 Merit Stipends. Upon receiving a recommendation from the Office Administrator, the Deputy Commissioner may distribute merit stipends to recognize employees, with at least two (2) years of service with NDE, who have demonstrated exemplary performance or who have completed temporary assignments that required time, skill and effort beyond the normal scope of the employee's position. The stipend will be a one-time payment, above and beyond the regular rate of pay. The stipend will not become part of the employee's base salary. NAPE/AFSCME will be provided written notice of such stipends identifying the employee, the amount and justification for the payment.

13.8 Recruitment and Retention. The Parties agree to negotiate over the implementation of a compensation model designed to enhance the Agency's ability to recruit and retain quality employees by way of additional compensation for performance-based progression within the employee's job classification series.

13.9 Temporary Pay Increase for Performing Higher Job Classification Duties. When any employee performs, in whole or part, the duties of a position in a higher pay grade than the job classification pay grade currently held by the employee, the employee will receive a temporary pay increase to the minimum salary of the higher pay grade or an increase in accordance with Section 11.2C, whichever is higher, but in no case will the employee receive a pay reduction. Such temporary pay increase will apply only when the employee has been requested by the Agency to perform the duties of someone at a higher pay grade, and when the period of time in which the employee is

performing the duties exceeds ten (10) workdays. Any such pay increase will begin on the eleventh (11<sup>th</sup>) workday, will be retroactive to the date of the temporary transfer, and will end when the employee reverts to his/her previous job classification. If the employee devotes less than 1.0 FTE to the higher pay grade duties, the work will be time certified at the differential rates. A temporary pay increase for performing the duties of a higher job classification may not exceed one (1) year, without written approval of the Deputy Commissioner.

#### PAYCHECKS

- 13.10 Timing. The Agency will attempt to ensure that all employees have their pay deposited in their designated accounts on the same day, as applicable. Salary payments may be made outside of regular payroll timelines and procedures due to special circumstances.
- 13.11 Release to Immediate Relatives. Payroll and expense warrants will be released to employees named on the warrant or to the person designated by the employee in writing. In case of employee illness or injury, warrants may be released to immediate relatives who do not have a note of authorization but have proof of identification. Immediate relatives will be considered as: spouse; children including step, adopted, and foster children; parents; and, parents of the spouse.
- 13.12 Lost Warrants. In the event a payroll warrant is lost, the provisions of Section 77-2215 R.R.S. and applicable Department of Administrative Services (DAS) Payroll procedures will be complied within the preparation of another payroll warrant.
- 13.13 Overpayments. If an employee receives a paycheck that is determined to have been overpaid in error, the amount of the overpayment will be recouped by the Agency by either a deduction from pay beginning with the next regular paycheck following the determination on a schedule mutually agreed upon in writing, or by separate payment from the employee, at the employee's election, but with repayment beginning within 30 days of notification by the Agency to the employee and on a repayment schedule mutually agreed upon in writing.
- 13.14 Wage Deductions
- 13.14A Whenever an Office Administrator elects to provide State/NDE property or equipment of value to an employee for use outside of the NDE workplace, including the employee's residence, the employee will be required to sign a form provided by the Agency which requires (i) the employee use and maintain the same in a reasonably safe manner; and that (ii) if the equipment is damaged or lost while under the employee's care due to the employee's negligent failure to comply with this requirement, the employee authorizes the Agency to deduct the actual reasonable cost or repair of replacement from the employee's paycheck(s) on a schedule mutually agreed by the employee and the Agency.
- 13.14B Whenever an Office Administrator elects to advance sick leave to an employee under Article 15, Section 15.2G2, or vacation leave to an employee under Article 15, Section 15.5C, the employee will be required to sign a form provided by the Agency, which requires the employee to authorize the Agency to deduct from the employee's paycheck(s) the monetary equivalent of all advanced sick and/or vacation days taken but not earned by the employee's longevity in employment upon the date of any voluntary separation from employment or by separate payment. If upon such voluntary separation from employment the amount of wages due the employee is less than the monetary equivalent of the advanced sick and/or vacation days taken but not earned, the employee will be provided an agreement for payment of such amounts to the Agency on a schedule mutually agreed by the employee and the Agency.

### NAPE/AFSCME DUES DEDUCTIONS

- 13.15 NAPE/AFSCME Charges and Services. The parties acknowledge and agree that the Agency does not require NAPE/AFSCME to make any charges for membership or service by NAPE/AFSCME and if such dues or charges are made by NAPE/AFSCME, it will be considered to be beyond the scope of this Agreement and the amount of such charge, if any, will be a matter between NAPE/AFSCME and particular individual outside the terms of this Agreement. Nothing contained in this Article will require the Agency to arbitrate disputes between NAPE/AFSCME and an employee concerning dues.
- 13.15A NAPE/AFSCME agrees to notify the Agency of any change in its dues.
- 13.16 Payroll Deductions Free of Charge. The parties agree to the provision of payroll deduction for membership in a labor organization free of charge.
- 13.17 Written Authorization. Upon receipt of a lawfully executed written authorization from a bargaining unit employee, the Agency agrees to deduct NAPE/AFSCME dues of such employee from the employee's pay no later than the succeeding biweekly pay period after receipt of the payroll deduction authorization. The remittance of such deduction, to the official designated by NAPE/AFSCME in writing to receive such deductions, will be no later than two succeeding biweekly pay periods after receipt of the payroll deduction authorization. The Agency agrees to accept payroll deduction cards previously obtained by NAPE/AFSCME on behalf of its employees and delivered to the Agency as complying with the provision of this Article. This Section will in no way be construed as limiting the right of employees regarding other payroll deduction programs under State statute or Department of Administrative Services (DAS) regulations.
- 13.18 Form. The authorization for payroll deduction may be provided by NAPE/AFSCME in the following form. Any change in the form will be brought to the attention of the Deputy Commissioner prior to implementation.



## ARTICLE 14

### INSURANCE AND BENEFITS

- 14.1 Insurance Coverage Consistency with Master Contract. The Agency agrees to provide employees who are .5 FTE or greater with the same health, dental and vision insurance plans at the same cost-sharing ratio as the State will provide other NAPE/AFSCME represented bargaining units for the ~~2023-2025~~2025-2027 Agreement period as identified in the Master Contract between the State of Nebraska and NAPE/AFSCME. In the event that such insurance programs grant to the employee various options, the Agency's obligation will apply only to the mandatory portion to be paid by the Agency under the program. The Agency further agrees to provide all employees all other insurance plans that are made available in the Master Contract at the same cost.
- 14.2 Voluntary Coverage. Insurance benefits are not mandatory and may be disclaimed.
- ~~14.3 Part-Time Employees. Part-time, regular employees of the Agency who work twenty (20) hours or more per week are eligible to participate in group health, life insurance and other benefits as administered by the State of Nebraska while they are employed by the Agency. State contributions to health and life insurance benefits for part-time, regular employees will be prorated based on their FTE.~~
- 14.43 COBRA. Pursuant to the procedures developed in accordance with the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Agency will ~~within three (3) workdays, submit a COBRA Qualifying Event Notice to the State Personnel Office notify State Personnel through Workday~~ for any employee or dependent who becomes ineligible for health insurance coverage. Qualifying events may be found in the Options Benefit Guide provided by State Personnel include, but are not necessarily limited to, termination or death of an employee and ineligibility of dependents due to age or change in student status and legal divorce or legal separation from spouse. Employees will notify the Agency of those qualifying events.
- 14.54 Flexible Spending Plans. Employees may participate in the Internal Revenue Service Section 125 flexible spending plans that are made available by the State.
- 14.65 EAP. The Agency agrees to provide to each employee the same Employee Assistance Program (EAP) as is provided by the State to the other NAPE/AFSCME represented bargaining units, or a program determined by the Agency to be substantially similar.
- 14.6A Records concerning an employee's treatment for alcoholism, drug abuse or psychological conditions will be kept in a file separate from the employee's official personnel file per Article 4.
- 14.6B All Employee Assistance Program records will remain confidential unless their release is required by law or court order, or if their release is authorized by the employee in writing.
- ~~14.6 Retired military service members who are eligible for TRICARE and are currently employed by the State of Nebraska may elect to receive their health insurance coverage through TRICARE and forego participation in a group insurance plan offered by the State of Nebraska pursuant to section 14.1. Individuals who do so will receive a flat, monthly stipend paid by the agency.~~
- ~~For those with individual plans the flat, monthly stipend would be in the amount of five-hundred dollars (\$500.00). For those with family plans the flat, monthly stipend would be in the amount of one-thousand dollars (\$1,000.00). It is the employee's responsibility to submit supporting documentation to the agency to show eligibility for the payment under this Section.~~

ARTICLE 15

LEAVE AND HOLIDAYS

15.1 Leave of Absence. Employees of the Agency with at least three (3) years of service are eligible for leaves of absence without pay. Leave of twelve (12) months or less for professional advancement, special training, or other good and sufficient reasons, may be granted by the Commissioner. Leaves of more than twelve (12) months are subject to approval by the Board, which will review the request and the recommendation of the Commissioner of Education. Such leave of absence will be requested in writing to the Commissioner through the Office Administrator.

15.1A At the expiration of leave approved under Section 15.1, the employee will return to a position of a similar job classification or pay grade as the position he/she held prior to leave, if available and the employee is otherwise qualified. If no such position is available, the employee will be considered "laid off" and eligible to exercise transfer and bumping rights under the provisions of Sections 16.5 and 16.6. In the alternative, an employee may also accept demotion in accordance with Article 11, Section 11.3, if available. Failure on the part of an employee to return to work on the agreed upon date, except for satisfactory reasons submitted to and approved by the Commissioner prior to the agreed upon return date, may be cause for dismissal.

15.1B Vacation and sick leave will not accrue while on leave of absence without pay; however, vacation and sick leave earned, but not used prior to leave of absence, will be carried forward upon employee's return to duty.

If the State or Federal program from which the employee was paid prior to the leave is terminated during the leave, the Agency may choose to pay the employee on leave for his/her unused vacation leave balance.

15.2 Sick Leave. Employees will, in accordance with the provisions of this Agreement, during each year of continuous employment, accrue sick leave with full pay at a rate based on the schedule below. Hours accrue on a biweekly basis but are not available to the employee prior to the start of the following pay period except as provided by Section 15.2G2. Employees who have worked less than one (1) full calendar year will earn sick leave in an amount proportionate to time worked in the calendar year. Accrual of sick leave while off work and being compensated under workers' compensation is as described in Sections 15.2E and 15.3C. There will be no maximum limit on accumulation of sick leave except as provided for in Section 15.2I.

| <u>Years of Service</u>       | <u>Hours<br/>Per Year</u> | <u>Days<br/>Per Year</u> |
|-------------------------------|---------------------------|--------------------------|
| First through Fifth Year      | 96                        | 12                       |
| Sixth through Fifteenth Year  | 112                       | 14                       |
| Sixteenth and Following Years | 144                       | 18                       |

15.2A The following conditions are valid reasons that sick leave may be used:

15.2A1 Employee. When an employee is unable to perform his/her duties because of:

- 15.2A1(i) Illness,
- 15.2A1(ii) Absence due to psychological treatment (see definition in Section 19.48) or counseling,
- 15.2A1(iii) Disability,
- 15.2A1(iv) Injury,
- 15.2A1(v) Employee's presence at work jeopardizes the health of others by exposing them to a contagious disease,
- 15.2A1(vi) Pregnancy complications, post-natal recovery, or miscarriage,

- 15.2A1(vii) Absence due to treatment for alcoholism or drug addiction, if medically diagnosed by a licensed physician, and if the employee is receiving assistance or has agreed to an approved course of treatment,
  - 15.2A1(viii) Medical, surgical, dental, audiological or optical examinations or treatment, or
  - 15.2A1(ix) Emergency medical treatment.
- 15.2A2 Employee's immediate family member(s). When the illness, disability, injury, surgery, medical examination, procedure, or treatment of an immediate family member requires the employee's presence. The Agency may require written verification from a treating professional as to the requirement of the employee's presence and the duration of that need. For the purposes of this Section, immediate family means spouse, children, including step, adopted and foster children, daughter/son-in-law, mother, father, and mother or father of the spouse. At the discretion of the Office Administrator, sick leave benefits may be extended for the care of other individuals with a similar personal relationship (e.g., acted as a mother, father, etc.) to the employee as that of an immediate family member.
- 15.2A2(i) After the birth of a baby, the employee who is not the biological mother or primary caregiver of the baby may use up to five (5) days of sick leave. If more than five (5) days of sick leave is necessary and required, for medical reasons, to care for the new baby or the mother, a note from the medical provider will be required to establish the medical necessity.
  - 15.2A2(ii) After the birth of a baby, an employee, other than a parent, who is an immediate family member, may use sick leave if his/her presence is necessary and required, for medical reasons, to care for the mother (if the mother meets the definition of immediate family). A note from the medical provider will be required to establish the medical necessity.
  - 15.2A2(iii) Under this Section, employees may use sick leave to attend school appointments for an immediate family member with a disability.
- 15.2A3 Sick leave may be used in conjunction with approved leave under the Family Medical Leave Act, subject to the requirements in section 15.16 and applicable subsections.
- 15.2B Sick leave will be requested by the employee in writing and in advance whenever possible, for anticipated health reasons such as medical treatment, physical examinations, and meetings with school personnel described in Section 15.2A2(iii). In cases of sickness, injury, emergencies, or any other absence not approved in advance, the employee will advise appropriate Agency personnel of the circumstances as soon as possible. An employee may be required to submit substantiating evidence and/or documentation when the reason for the leave request was for medical or dental treatment, a meeting with school personnel described in Section 15.2A2(iii), or when the immediate supervisor suspects sick leave abuse. Substantiating evidence may also be required if the sick leave absence exceeds five (5) consecutive workdays.
- 15.2B1 If an employee has been absent on sick leave exceeding five (5) consecutive workdays, the employee may be required to produce written verification from a medical provider to document fitness to return to work, including notice of any necessary work restrictions.

- 15.2B2 Independent of an employee's use of sick leave and exceeding the five (5) consecutive workday requirement noted above, if an immediate supervisor has reason to believe that an employee's presence at work poses a significant health or safety risk, the employee may be required to produce medical verification regarding fitness for work.
- 15.2C Sick leave will not be used as vacation leave.
- 15.2D Sick leave will be taken and reported in increments of not less than one-tenth (1/10) of an hour. Holidays falling within a period of sick leave will not be counted as hours worked for overtime purposes.
- 15.2E Sick leave will not accrue to any employee on leave of absence without pay, leaves without pay, including Family and Medical Leave, suspension without pay, layoff, or during time off of work that is compensated under workers' compensation, except as provided in Section 15.3C.
- 15.2F Probationary employees will be entitled to sick leave at the same rate as regular employees. Sick leave may be granted during the probationary period up to the number of accrued hours available to the employee. When a probationary employee takes sick leave in excess of accrued hours available, the provisions of Section 15.2G will apply.
- 15.2G If an absence extends beyond the sick leave accrued to the credit of the employee:
- 15.2G1 Except in cases of worker's compensation, such employee will be required to utilize (1) accumulated unused compensatory time off if the employee is subject to Section 8.2 and (2) accrued vacation leave, in that order. For the purposes of this subsection, accrued sick and vacation leave does not include advanced sick and vacation leave. After all accrued sick leave, compensatory time off, and vacation leave have been exhausted, the employee, upon written request, may be granted leave without pay (outside FMLA) at the discretion of the Office Administrator. However, granting such leave without pay is discouraged and should not be done on a regular basis. Written notice regarding the leave without pay must be provided to the Human Resources Office.
- 15.2G2 Sick leave may, at the discretion of the immediate supervisor and Office Administrator, be advanced to employees with six (6) months of service with the Agency, in an amount not to exceed that which the employee would earn in the following six biweekly pay periods. Advanced sick leave is not considered earned sick leave until such time as the employee's longevity in employment provides for such sick leave. Employees will reimburse the Agency for all used, unearned sick leave upon termination either from a deduction in their final check or by separate payment on a schedule agreed to by the Agency. Employees may not request more than one advancement in a three (3) month period. If at the end of the advancement period the employee has not earned back the advanced sick leave used, another request for advancement cannot be approved until the employee has earned back the advanced sick leave used. Written notice of advancement must be provided to the Human Resources Office.
- 15.2G3 Should an employee require medical treatment while on vacation, vacation leave may be changed to sick leave under the following circumstances:
- 15.2G3(i) For the period of time medical treatment was required and for reasonable periods of bed-rest thereafter that were required and that occurred within the otherwise normally scheduled work hours of the employee;

- 15.2G3(ii) Upon submission of a physician's statement substantiating treatment and probable duration of illness; and,
  - 15.2G3(iii) Upon approval of the immediate supervisor and Office Administrator.
- 15.2H Sick leave, both as to earned unused hours and as to years of service for accumulation purposes, may be transferred when the employee transfers between another Nebraska State agency, Nebraska State university or college and the Agency without a break in service by mutual agreement between employers.
- 15.2I Upon separation of employment, if the employee is at least fifty-five (55) years of age, the employee will be paid one-fourth (1/4) of the accumulated unused sick leave paid at the hourly rate in effect upon separation. In the event of death, the employee's beneficiary will be paid one-fourth (1/4) of the accumulated unused sick leave computed at the rate of pay earned by the employee at the time of death. Employees may only receive this payout once no matter how many times they are re-employed with the State of Nebraska. Payment for one-fourth (1/4) of the accumulated unused sick leave balance in the case of separation or death will not exceed four hundred and eighty (480) hours.
- 15.2I1 Employees who are at least fifty-five (55) years of age, who are laid off, will have the option to defer the payment of one-quarter (1/4) of their sick leave account for up to twelve (12) months. Should the laid off employee return to NDE employment within twelve (12) months, the employee's sick leave balance and service date will be reinstated (minus time in a non-pay status). Should the laid off employee not obtain further NDE employment at the end of the twelve (12) month period, NDE will pay them one-quarter (1/4) of their sick leave account, not to exceed four hundred and eighty (480) hours.
- 15.2J Employees returning to work with the Agency on or after July 1, 2001, after a break in service of less than five (5) calendar years, will have their accumulated unpaid sick leave balance reinstated. The employee's service date will be adjusted for the period of absence. The employee's vacation leave and sick leave earning rate will also be adjusted, and the new rate of earning will be based on the adjusted service date. Employees returning to work after a break in service of more than five (5) calendar years will start with a zero (0) sick and vacation leave balance and will be considered to be new employees for service date purposes, and will earn vacation and sick leave at the beginning earning rate of a newly hired employee.
- 15.3 Injury Leave. Employees who are subject to the provisions of the Workers' Compensation Act are entitled to the benefits of that law due to injury or occupational disease arising out of and in the course of their employment.
- 15.3A Injury or occupational disease arising out of and in the course of employment will be reported to the Agency as soon as possible.
- 15.3B Employees entitled to be paid workers' compensation have the option of being granted injury leave with full pay for the first five (5) workdays they are unable to work due to injury or due to treatments for such injury, including the day of injury (if inability to work began on that day). Provisions of the Workers' Compensation Act will apply eight (8) calendar days after the employee is unable to work per Section 48-119 R.R.S. Injury leave may not be charged to vacation or sick leave.

15.3C An employee who is receiving workers' compensation for injury or occupational disease occurring out of and in the course of employment, has the option of electing to use accumulated unused sick and/or vacation leave and accumulated unused compensatory time (if applicable) to supplement workers' compensation up to but not exceeding the regular rate of pay. Employees electing this option will be charged sick or vacation leave or compensatory time, and earn sick and vacation leave in proportion to the percentage of gross wages paid by the Agency. The Agency's share of the health insurance premium will be paid during an absence under workers' compensation after all accrued leave and compensatory time have been depleted. Employees on workers' compensation will be treated as part-time employees for purposes of leave earnings. They will earn prorated sick and vacation leave based on the number of hours worked and/or accrued leave time hours used to supplement the workers' compensation payment. If employees do not have, or choose not to use, accrued leave time to supplement the workers' compensation payment they will earn leave time only on the number of hours worked, if any.

15.3D Holidays occurring during a pay period during which workers' compensation benefits are received will be paid at a rate proportionate to the number of hours worked and/or accrued leave time hours used during the pay period.

15.4 Adoption. The primary caregiver of a newly adopted child will, upon a request that is within thirty (30) calendar days of such adoption, receive up to six (6) weeks of leave, which is the generally accepted medical standard leave period for new mothers by natural birth. The leave will be taken first as sick leave, and if and when sick leave is exhausted, then as vacation leave, or compensatory time, if available. FMLA leave is also available in accordance with the provisions of Section 15.16.

An employee is not eligible for adoption leave if the child being adopted is a special needs child over eighteen (18) years of age, a child who is over eight (8) years of age and is not a special needs child, a stepchild being adopted by his/her stepparent, a foster child being adopted by his/her foster parent, or a child who was originally under a voluntary placement for purposes other than adoption without assistance from an attorney, physician, or other individual or agency which later results in a petition for the adoption of the child by the person with whom the voluntary placement was made.

15.5 Vacation Leave. Employees will, in accordance with the provisions of this Agreement, during each year of continuous employment accrue vacation leave with full pay at a rate based on the schedule below. Hours accrue on a biweekly basis but are not available to the employee prior to the start of the following pay period except as provided by Section 15.5C. The following schedule establishes the accrual rate for vacation leave:

| <u>Years of Service</u>            | <u>Hours<br/>Per Year</u> | <u>Days<br/>Per Year</u> |
|------------------------------------|---------------------------|--------------------------|
| First through Fifth Year           | 96                        | 12                       |
| Sixth Year                         | 120                       | 15                       |
| Seventh Year                       | 128                       | 16                       |
| Eighth Year                        | 136                       | 17                       |
| Ninth Year                         | 144                       | 18                       |
| Tenth Year                         | 152                       | 19                       |
| Eleventh Year                      | 160                       | 20                       |
| Twelfth Year                       | 168                       | 21                       |
| Thirteenth Year                    | 176                       | 22                       |
| Fourteenth Year                    | 184                       | 23                       |
| Fifteenth Year                     | 192                       | 24                       |
| Sixteenth Year and Following Years | 200                       | 25                       |

See Section 15.2J for accrual rates for employees returning to employment with the Agency after a break of less than five (5) calendar years.

- 15.5A Vacation leave must be requested in advance by the employee. Vacation leave may be used when approved by the employee's supervisor. Denial of vacation leave requests must not be arbitrary and the taking of vacation leave by employees may not unreasonably be deferred.
- 15.5A1 If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority will be given the preference in the selection of vacation. The seniority preference herein identified will not apply where such preference would create an unusual hardship for a less senior employee who had been granted the vacation leave prior to the request of the more senior employee where the more senior employee would incur no unusual hardship.
- 15.5B Vacation leave will be taken and reported in increments of not less than one-tenth (1/10) of an hour.
- 15.5C The Office Administrator may at his/her discretion advance vacation leave to employees with six (6) months of service with the Agency in an amount not to exceed that which the employee would earn in the following six biweekly pay periods. For employees with more than five (5) continuous years of service and with no record of leave abuse, request for vacation leave advancement ~~of thirty (30) hours or less~~ will not unreasonably be denied. Advanced vacation leave is not considered earned vacation leave until such time as the employee's longevity in employment provides for such vacation leave. Employees will reimburse the Agency for all used unearned vacation leave upon termination either from a deduction in their final check or by separate payment. Employees may not request more than one advancement in a twelve (12) week period. If at the end of the advancement period the employee has not earned back the advanced vacation leave used, another request for advancement of vacation cannot be approved until the employee has earned back the advanced vacation leave used. Written notice of advancement must be provided to the Human Resources Office.
- 15.5D Employees may carry over a balance of two hundred and eighty (280) hours of vacation leave from one (1) calendar year to the next. In the event an unforeseen work-related emergency prohibits an employee from taking planned vacation leave before December 31 and causes them to lose that vacation leave, additional carryover vacation leave may be requested of and approved in advance of calendar-year-end by the Deputy Commissioner. In such cases, the hours above two hundred and eighty (280) hours that are carried over must be used within the next six (6) months.
- 15.5E Vacation leave will not accrue to any employee on leave of absence without pay, leave without pay, suspension without pay, layoff, or during time off of work that is compensated under workers' compensation, except as provided in Section 15.3C.
- 15.5F All earned accrued vacation leave, which does not include advanced vacation leave, will be used by an employee before granting leave without pay. Employees may request leave without pay in writing from the Office Administrator; however, granting leave without pay is discouraged and should not be done on a regular basis. Written notice of leave without pay must be provided to the Human Resources Office.
- 15.5G Holidays falling within a period of vacation leave will not be counted as work hours for purposes of overtime.
- 15.5H Vacation leave, both as to earned unused hours and as to years of service for accumulation purposes, may be transferred when employees transfer between another Nebraska State agency, Nebraska State university or college and the Agency without a break in service upon mutual agreement of the employers. Absent an agreement, the Agency will pay for the leave balance per Section 15.5I.

15.5I Upon termination of employment of any employee for any reason, except as provided in Section 15.5H, the employee will be paid in full for any accumulated unused vacation leave. Such payment will be calculated at the hourly rate in effect at the time of termination.

15.6 Bereavement Leave

15.6A For a death in the immediate family, up to forty (40) hours leave with pay may be granted. For a death not in the immediate family, up to eight (8) hours leave with pay may be granted.

15.6B The hours of bereavement leave that may be granted to part-time employees will be proportionate to the percentage of FTE that they work.

15.6C Bereavement leave may not be charged to sick leave or vacation leave.

15.6D Immediate Family: Spouse, children, step children, foster children, parents, children-in-law, nieces/nephews, aunts/uncles, grandchildren, grandparents, brothers, sisters, brother-in-law, sister-in-law, or persons bearing the same relation to the spouse. At the discretion of the Office Administrator, bereavement leave benefits may be extended for other individuals with a similar personal relationship (e.g., acted as a mother, father, etc.) to the employee as that of an immediate family member.

15.6E Bereavement leave will be available for a period of thirty (30) calendar days after the death, or first notice of the death, of an immediate family member, and for a period of fifteen (15) calendar days after the death or first notice of the death of persons not immediate family members. Exceptions due to extenuating circumstances may be approved by the Office Administrator.

15.6F No employee will be unreasonably denied the granting or advancement of up to an additional eighty (80) hours of vacation leave (prorated for less than full-time employees) when such additional time is available and necessary to settle personal matters related to a death in the immediate family. The granting of leave under this Section will not prohibit or interfere with the granting of leave under any other section or provision of this Agreement.

15.7 Civil Leave. Time in court or at an administrative hearing as a plaintiff, defendant or witness on a non-work-related matter will be charged to vacation leave or compensatory time, if available. If the employee does not have vacation or compensatory time available, the employee may be granted leave without pay. In the event the employee is subpoenaed for non-work-related matters and does not have vacation leave or compensatory time, the Office Administrator will grant leave without pay. Any witness fee paid to the employee for such appearances may be retained by the employee. The employee will provide the Agency with documentation to verify eligibility for civil leave.

15.7A An employee will be given necessary time off without loss of pay when performing jury duty, performing emergency civilian duty in connection with national defense or national disaster, and two (2) hours for the purpose of voting as provided in subsection 15.7A1 below. Civil leave does not include leave for military duty in connection with national defense, national disaster or civil disturbances.

- 15.7A1 An employee who is a registered voter and does not have two (2) consecutive hours in the period between the time of the opening and closing of the polls during which he or she is not required to be present at work for the Agency is entitled on election day to be absent from employment for such a period of time as will, in addition the employee's nonworking time, total two (2) consecutive hours between the time of the opening and closing of the polls. If the employee applies for such leave of absence prior to or on election day, paid civil leave of two (2) hours will be granted. The Agency may specify the hours during which the employee may be absent. The two (2) hours authorized for voting does not apply to those employees who choose to vote by the use of an absentee ballot or who by reason of their employment must vote by use of an absentee ballot.
- 15.7B When an employee serves as a juror, clerk, election inspector, or judge of an election board or a counting board, civil leave without loss of pay will be granted during the time when the employee's physical presence is required by the court or the election or counting board. The employee will also retain all fees paid them for their civil service.
- 15.7C While serving as a witness under a work-related subpoena or voluntarily at the request of the Agency, the employee will be excused from work with pay during the time that the employee's presence is required by the court or administrative body which issued the subpoena, or as required to testify when requested by the Agency. At all other times during the employee's regular workday, the employee who is subject to a work-related subpoena will be on the job and working. Any witness fee received under such subpoena will be remitted to the funding source from which the employee's salary is paid.
  - 15.7C1 The Agency may consider a subpoena to be work-related if it concerns testimony sought from the employee in relation to a position held with another Nebraska state agency immediately prior to employment with this Agency.
- 15.8 Administrative Leave. Administrative leave with pay may be granted by the Commissioner or Deputy Commissioner due to natural disasters, public health emergencies, inclement weather or local work-related emergencies.
  - 15.8A When State offices, located in a building not owned or operated by the State, are closed by other than State officials due to inclement weather or other local work-related emergencies, employees have the following options, subject to advance approval by their immediate supervisor:
    - 15.8A1 Report to work at a pre-arranged alternate worksite;
    - 15.8A2 Telecommute from home if practicable due to the nature of the work, as determined by the Office Administrator;
    - 15.8A3 Use accrued vacation leave, earned compensatory time, or leave without pay as a last resort;
    - 15.8A4 Make up the missed work time within the workweek;

- 15.8A5 Absent the ability to exercise any of the above options, employees may be placed on ready to work status. This means they are ready and available to be called back to a work location at any time. Employees in ready to work status will be compensated and will perform any state work possible during this status. Ready to work status is intended for office closures that are due to clearly unanticipated occurrences such as flooding, fire or other building damage. It is not intended for when the circumstances that resulted in the office closure were reasonably predictable in advance by the Agency and the employee, such as a snowstorm predicted in advance. In such cases, the employee and his/her supervisor or other designee are to communicate and make arrangements in advance in regard to possible alternate work locations.
- 15.8B If State offices remain open during inclement weather or other work-related emergencies, employees are expected to make a reasonable effort to report for work or make alternative arrangements for work, such as telecommuting, with their supervisor. Employees who fail to report for work will be charged compensatory time, vacation leave, or leave without pay. The Office Administrator, or the immediate supervisor, if authorized by the Office Administrator, may grant permission to both exempt and nonexempt employees to make up missed hours during the same week rather than requiring them to use compensatory time, vacation leave or leave without pay.
- 15.8C Nonexempt and exempt employees who report for and remain at work in periods during which administrative leave was authorized will be granted compensatory time off, to be used at a later date.
- 15.9 Military Leave. Military leave will be granted in accordance with applicable federal and state laws, and is limited to one hundred and twenty (120) hours a year, with no accumulation of unused leave carried over to the following calendar year. Such military leave may be taken in hourly increments.
- 15.10 Interviews. Interviews with employees for positions within the Agency will be performed during work hours. Time spent for interviews and travel to attend such interviews, which occur during the employee's regular workday, will be compensable.
- 15.11 Disaster Relief Leave. Employees who provide proof of their disaster relief volunteer certification with the American Red Cross may, with appropriate supervisory authorization, be granted paid civil leave not to exceed fifteen (15) workdays in each calendar year to participate in specialized disaster relief services in Nebraska for the American Red Cross, upon the request of the American Red Cross.
- 15.12 Employee Assistance Program. Employees attending Employee Assistance Program (EAP) sessions at the Agency's direction will do so at the Agency's expense and may attend during work time. If an employee wishes to voluntarily attend EAP sessions in order to address personal issues that are affecting work performance, supervisors may authorize the employee to do so during work time without being charged sick or vacation leave. Employees attending EAP sessions on their own initiative will do so at their own expense and will use approved sick or vacation leave, compensatory time, or leave without pay.
- 15.13 Attendance at Legislative Hearings. Employees may be allowed to utilize vacation leave or compensatory time off (or modified work schedule for those employees who do not earn compensatory time) for the purpose of attending legislative hearings of their own choosing. Upon notification to the employee's supervisor of the purpose of such request for time off, said request may not be unreasonably denied. Any employee of the Agency who is a registered lobbyist for NAPE/AFSCME may be permitted leave without pay during the legislative session for that time necessary to carry out the lobbying function. Such employee's supervisor will be given as much prior notice as possible under the circumstances as to when such leave is proposed. Said request may not be unreasonably denied.

15.14 Leave to Donate Blood. With the advance approval of their immediate supervisor, employees may be allowed paid time away from the job to donate blood in State-sponsored drives held in State offices, or to donate blood at the request of blood banks or centers facing a blood supply emergency. The amount of leave time granted will be at the discretion of the immediate supervisor. Donating blood under circumstances unrelated to State-sponsored drives or supply emergencies will require employees to obtain advance approval to use vacation leave or to adjust their work hours to complete a full workday.

15.15 Retirement Seminars. Leave with pay will be provided to eligible employees who attend seminars presented by the Nebraska Public Employees Retirement System, pursuant to Nebraska Revised Statute 84-1511(4), to attend up to two (2) planning seminars and two (2) pre-retirement planning programs presented by the Nebraska Public Employees Retirement Systems.

15.16 Family and Medical Leave (FML)

15.16A Family and Medical Leave (FML) is unpaid time off from work, and is subject to the provisions of 29 CFR 825. An employee must have at least twelve (12) total months of State service and have worked at least 1,250 hours in the previous twelve (12) month period to be eligible for FML. Employees may request that accrued paid leave (e.g., vacation, sick), and compensatory time if the employee is subject to Section 8.2, be applied along with the unpaid FML entitlement. In this case, any paid leave will run concurrently with the FML entitlement.

Employees who are absent and receiving workers' compensation benefits, or using any paid leave exceeding 40 hours for full-time employees or exceeding the number of hours proportionate to the percentage of FTE for part-time employees, taken for any of the reasons listed in Section 15.16B, will have such leave credited against the twelve (12) week FML entitlement beginning with the first date of absence. Unpaid FML not charged to sick or vacation is subject to service date adjustments under Section 15.19.

If FML exceeds 40 hours during a twelve (12) month period starting with the date FML is first used for full-time employees, or exceeds the number of hours proportionate to the percentage of FTE for part-time employees, sick leave must be used concurrently if the reason for the FML is also a reason sick leave may be used under Section 15.2. If the reason for FML is not also a reason sick leave may be used, or if and when accumulated sick leave is exhausted, such employee will be required to utilize (1) accumulated unused compensatory time off if the employee is subject to Section 8.2 and (2) accrued vacation leave, in that order until exhausted; however, vacation leave may be reserved in an amount up to forty (40) for full-time employees, or proportionate to the percentage of FTE for part-time employees, unless Catastrophic Leave is requested per Section 15.18.

15.16B Conditions for Using Family and Medical Leave. Family and Medical Leave may be used for the following reasons:

15.16B1 Because of the birth of a child of the employee and in order to care for such newborn child.

15.16B2 Because of the placement of a child with the employee for adoption or foster care.

15.16B3 In order to care for the employee's spouse, child, or parent, if such spouse, child or parent has a serious health condition.

15.16B4 Because of the serious health condition that makes the employee unable to perform the functions of the employee's job.

**NOTE:** Spouse means a husband or wife as defined or recognized under law for purposes of marriage in the state where the employee resides, including common law marriage in states where it is recognized. Child may include a biological, adopted, or foster child, stepchild, a legal ward, or a child of a person standing in loco parentis, who is under eighteen (18) years of age or is eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability. Care for mother-in-law or father-in-law is not included. However, parent may include individuals other than natural or adoptive parents who served in a long-term parental role for the employee.

**NOTE:** Serious health conditions are defined as illness, injury, impairment, or physical or mental conditions that involve: (1) in-patient care in a hospital, hospice, or residential medical care facility including any period of incapacity, or any subsequent treatment in connection with such in-patient care; or, (2) continuing treatment by a health care provider as provided for in 29 C.F.R. §825.115. Examples of serious health conditions include: heart attack, heart by-pass or valve operations, most cancers, back conditions requiring extensive therapy or surgery, strokes, severe respiratory conditions, spinal conditions, severe arthritis, severe nervous disorders, mental illness, need for prenatal care, severe morning sickness, childbirth, and recovery from childbirth. This does not include voluntary or cosmetic treatments, unless inpatient hospitalization is required.

15.16C Certification of Serious Health Conditions. Except as provided in Section 15.16C7, when requesting Family and Medical Leave for serious health conditions, an employee must provide certification from a health care provider, which includes:

15.16C1 The date on which the serious health condition commenced;

15.16C2 The probable duration of the condition;

15.16C3 Any appropriate medical facts;

15.16C4 A statement that the employee is needed to care for the child, spouse, or parent and estimate of the amount of time that such employee is needed to care for the child, spouse, or parent; or, a statement that the employee is unable to perform the functions of the job;

15.16C5 If the leave is to be intermittent, or on a reduced leave schedule, a statement of the medical necessity for the intermittent leave or leave on a reduced leave schedule, and the expected duration of the intermittent leave or reduced leave schedule; or, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent, or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule. In the case of certification for intermittent leave, or leave on a reduced leave schedule, for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment should be included.

15.16C5(i) Medical Second Opinions. The Agency may require a second opinion (the Agency's choice of health care provider) and must pay for the cost of the second opinion. If the second opinion differs from the first, a third opinion may be sought (from a mutually agreed upon health care provider, again, at the Agency's expense). The results of the third opinion are final.

- 15.16C6 In the event the employee is requesting leave due to more than one serious health condition, the certification must specifically address each individual condition. Separate forms will be submitted as appropriate. Regardless of whether a single or multiple health condition(s) are involved, the limit in Section 15.16E applies.
- 15.16C7 When paid leave will be used for an absence, which may qualify as Family/Medical Leave, medical certification may be requested at the Agency's discretion.
- 15.16D Notice of Intent to Use Family and Medical Leave. A minimum of thirty (30) calendar days' notice to the Agency must be provided by the employee before he or she may use Family and Medical Leave. Where thirty (30) calendar days' notice is not foreseeable, notice must be given as early as possible. If certification of a serious health condition is required, FMLA forms should be obtained from the Agency's Human Resources Office.
- 15.16E Family and Medical Leave Duration. Unpaid Family and Medical Leave is limited to a total of twelve (12) weeks within a twelve (12) month period, starting with the date the Family and Medical Leave is first credited against the twelve (12) week entitlement pursuant to Section 15.16A.
- 15.16F Family and Medical Leave Not Cumulative. Family and Medical Leave cannot be carried forward beyond the twelve (12) month period and banked for future use.
- 15.16G Incremental Use of Family and Medical Leave. With approval of the Agency, Family and Medical Leave may be taken in increments with proper medical certification (federal law allows employees not eligible for overtime [e.g., exempt employees] to make incremental use of unpaid Family and Medical Leave without affecting their "salaried" status).
- 15.16H Health Insurance while on Family and Medical Leave. Employer health insurance contributions will continue during an employee's unpaid Family and Medical Leave absence, provided the employee makes his/her required contribution. Employer contributions will be based as if the employee had continued to work his/her normal schedule.
- 15.17 Family Military Leave. Family Military Leave is available to employees in accordance with the terms and conditions of the Nebraska Family Military Leave Act, Sections 55-501 through 55-507 R.R.S. and the amendments to the Family Medical Leave Act made by the National Defense Authorization Act (NDAA) of 2008 (29 U.S.C. §2612 et seq.).
  - 15.17A Requesting employees will provide the Agency with certification from the proper military authority to verify eligibility for the leave taken under Sections 55-501 through 55-507 R.R.S.
  - 15.17B Requesting employees will provide the Agency with certification by the covered service member's health care provider for leave requested to care for a service member under the provisions of the National Defense Authorization Act amendments to the Family Medical Leave Act.
  - 15.17C Requesting employees will provide the Agency with such certification as may be provided for through regulations issued by the United States Secretary of Labor for leave requested for a "qualifying exigency" arising out of the fact that an employee's spouse, son, daughter or parent is on active duty, or has been notified of impending call for active duty, in the Armed Forces in support of a contingency operation under the provisions of the National Defense Authorization Act amendments to the Family Medical Leave Act.

15.18 Catastrophic Illness Donation. The provisions of this Section are non-grievable. Employees may contribute up to 16 hours of accrued sick leave and accrued vacation leave, per request, to benefit another employee in the Agency who is personally experiencing a catastrophic illness. The recipient must initiate a request by completing and signing a donation request form provided by the Agency. The contributing employee must complete and sign a donation authorization form provided by the Agency and identify the number of hours of sick or vacation leave being donated ~~and the recipient~~. ~~Vacation leave~~ Leave donated to, and used by, another employee pursuant to this provision cannot be returned to the credit of the donor's ~~vacation~~ leave account. Catastrophic Leave will be available only to employees who have exhausted their own paid leave through bona fide serious illness or accident.

Leave donated will be converted to a dollar value and then converted to hours based on the recipient's hourly rate. No more than 800 converted hours of donated leave may be received by an employee during a twelve (12) month period.

15.18A Eligibility of Recipient:

- 15.18A1 Must be experiencing a serious illness or injury that requires a prolonged absence of at least thirty (30) consecutive calendar days during the past six (6) months;
- 15.18A2 Must produce satisfactory medical verification of the requirements of Section 15.18A1;
- 15.18A3 Must have one (1) year of service to the Agency;
- 15.18A4 Must have exhausted all earned paid leave time including compensatory time, sick leave, and vacation leave; and
- 15.18A5 Must not have offered anything of value in exchange for the donation.

15.18B Eligibility of Donor Employee:

- 15.18B1 Only four (4) hour increments may be donated;
- 15.18B2 Must not have solicited nor accepted anything of value in exchange for the donation; and
- 15.18B3 Must have remaining to his/her credit at least forty (40) hours of accrued sick or vacation leave after the donation has been made.

15.18C Donation Period. Donations cannot be retroactively applied to the thirty (30) consecutive calendar day qualifying period required in Section 15.18A1.

15.19 Service Date Adjustments. The employee's service date will be adjusted when an unpaid absence exceeds fourteen (14) consecutive calendar days except when an employee is still eligible for workers' compensation payments. The adjustment will correspond to the number of days the employee is on unpaid leave.

HOLIDAYS

15.20 Holiday Schedule. The following will be paid holidays:

| <u>DAY</u>                           | <u>DATE</u>                   |
|--------------------------------------|-------------------------------|
| New Year's Day                       | January 1                     |
| Martin Luther King, Jr. Day          | Third Monday in January       |
| Presidents' Day                      | Third Monday in February      |
| Arbor Day                            | Last Friday in April          |
| Memorial Day                         | Last Monday in May            |
| Juneteenth                           | June 19                       |
| Independence Day                     | July 4                        |
| Labor Day                            | First Monday in September     |
| Columbus Day/Indigenous Peoples' Day | Second Monday in October      |
| Veterans Day                         | November 11                   |
| Thanksgiving Day                     | Fourth Thursday in November   |
| The Day After Thanksgiving           | Friday following Thanksgiving |
| Christmas Day                        | December 25                   |

Others when declared by law or proclaimed by the Governor or President of the United States as provided in Section 84-1001(3) R.R.S.

15.20A Whenever any of the above holidays fall on Saturday, the preceding Friday will be observed as the holiday; and whenever any of the above holidays fall on Sunday, the succeeding Monday will be observed as the holiday.

~~15.20B In the case of Veterans Day, whenever the holiday falls on Saturday or Sunday, the Governor may declare the preceding Friday or the following Monday as the holiday on which date the holiday will be observed.~~

15.21 Eligibility for Holiday Pay. Pursuant to Section 84-1001 R.R.S., in order to receive pay for such holiday, an employee, whether part-time or full-time, must be in paid work status on both the regularly scheduled workday immediately preceding and immediately following the holiday unless excused by his/her supervisor.

15.22 Working on Holidays. An employee may be directed to work on a holiday or may request advance approval from the immediate supervisor to voluntarily work on a holiday. Any work on a day that is defined as a paid holiday by Section 84-1001 R.R.S. will be compensated for by granting the employee compensatory time off or by paying the employee. Nonexempt employees will be compensated per Section 8.2E. Exempt employees will be compensated at straight time and allowed to take the holiday within sixty (60) calendar days of the observed holiday. The method of compensation for the holiday worked will be at the discretion of the Agency. If compensatory time off is granted, the employee will determine when such time will be taken, subject to Section 8.2B.

15.23 Maternity-Parental Leave Donation (MLDPLD) Program. An employee may participate in the MLDPLD program with the approval of the Human Resources Office.

15.23A Eligibility of Recipient. Employees must submit a written request on the form provided by the Human Resources Office and:

15.23A1 Be the expectant ~~mother~~-parent of a newborn baby or be the adoptive ~~mother~~parent;

15.23A2 Have exhausted all earned sick leave for eligible sick leave reasons; and,

15.23A3 Have not offered anything of value in exchange for the donation.

15.23B Contributing ~~Maternity Parental~~ Leave Donations. Employees may contribute up to 16 hours of accrued sick leave, accrued vacation leave or earned compensatory time, per request, to benefit another employee in the Agency who requests MLDPLD. ~~Vacation leave and earned compensatory~~Leave time will be donated in no less than 4-hour increments. The contributing employee must identify the specific amount of time donated ~~and the name of the recipient of the donated time~~ on the appropriate forms for that purpose. ~~Vacation leave and compensatory time donated and transferred to another employee pursuant to this provision will be irrevocably credited to the recipient's MLD account.~~

15.23B1 Sick leave, ~~v~~Vacation leave and compensatory time transferred will be converted to a dollar value and then converted to hours based on the recipient's hourly rate. ~~No more than an equivalent of 480 hours of MLD may be received by an employee during the approved FML period.~~ The Agency will transfer donated leave to the recipient's MLD-PLD account from the donor's accruals in chronological order based on the date the form was received and on an as-needed basis. No more than 480 hours of Paid Maternity Leave, accrued sick leave, PLD and vacation leave may be used.

15.23C Eligibility of the Donor. Before donating up to 16 hours of sick leave, vacation leave or earned compensatory time employees will meet the following criteria:

15.23C1 Only increments of four (4) hours may be donated;

15.23C2 Have not solicited nor accepted anything of value in exchange for the donation; and,

15.23C3 Have remaining to his/her credit at least 40 hours of accrued sick or vacation leave (earned compensatory time can be donated completely, leaving a zero balance).

15.23D Leave accrual. All types of leave are granted in proportional amounts for part-time employees and those who work less than a full year.

15.24 Paid Maternity Leave. Mothers who give birth and qualify for Family and Medical Leave will receive 240 hours (6 weeks) of paid maternity leave. Parental Leave Donations (PLD) per 15.23 may also be requested.

15.25 Mentorship Leave. Up to one hour per week of paid leave may be granted to employees upon request for participation in the State of Nebraska Youth Mentoring Program. All provisions of Mentorship Leave are to be in accordance with the State of Nebraska Youth Mentoring Program. Mentorship Leave is not considered as work time for the purposes of calculating overtime.

15.25A In order to be eligible for Mentorship Leave, employees must meet the following requirements:

15.25A1 The employee's current performance review is satisfactory and the employee is not currently on a performance improvement plan;

15.25A2 The mentoring program is on the list of approved youth mentoring programs maintained by Mentor Nebraska;

15.25A3 The employee follows agency guidelines in submitting Mentorship Leave requests;

15.25A4 The employee meets all background checks and additional requirements of the mentoring program; and

15.25A5 The employee signs the "Accident Waiver and Release of Liability" form.

15.25B Employees must provide their supervisor with proof (email, confirmation letter, etc.) that they meet all background checks and additional requirements of the mentoring program they choose or any other documentation requested by their supervisor in relation to Mentorship Leave. The agency will verify that the youth mentoring program the employee is volunteering for is on the approved mentoring list maintained by and available on the website of Mentor Nebraska.

15.25C The agency may deny a request or withdraw approval for Mentorship Leave if the employee's absence is not in the best interest of the agency, interferes with agency operations and/or services, or the employee does not meet the eligibility requirements. In addition, employees must obtain the prior approval of their supervisor related to the time and date of the week that Mentorship Leave is to be utilized.

15.25D Employees must follow the agency's Acceptable Use Policy. Employees are allowed to review the mentoring options on the database using a state computer, however, must do it on lunch or breaks. Any additional use of state equipment must be in alignment with the agency's acceptable use policy.

15.25E All participation in volunteer mentoring activities is done on the employee's personal time and should not be considered work time. The "Accident Waiver and Release of Liability Form" must be signed prior to participating in volunteer mentoring activities.

## ARTICLE 16

### LAYOFF, RECALL, AND RESIGNATION

- 16.1 Management Rights. NAPE/AFSCME recognizes the right of the Agency to layoff, furlough or to reduce hours of employment at the Agency's sole discretion so long as such layoff takes place in accordance with procedures set forth in this Article and observes all rights of the employees protected by this Agreement. Such procedures will not apply to temporary layoff of less than thirty (30) calendar days within a twelve (12) month period.
- 16.1A The Agency agrees to provide to NAPE/AFSCME a copy of any request for contract proposals (RFP) which would result in the loss of one (1) or more regular position(s) in the Agency. This RFP copy is to be provided to NAPE/AFSCME at the same time it is distributed to the media and/or vendor(s).
- 16.2 Layoff General Rules. When a layoff of employees holding positions in Appendix A occurs the following general rules will apply:
- 16.2A Layoffs will be identified by the budget and program areas within a specific locality. The Agency will identify the job classification(s) for layoff to provide the most efficient and productive operation of the Agency. Within the identified job classifications, the order of layoff will be based on seniority (based on the employee's company service date with the Agency). For the purposes of bumping rights, only the employee's agency service date or agency adjusted service date is considered as opposed to any adjusted service date that is calculated due to prior state service at another state agency.
- 16.3 Layoff Plan. Prior to a layoff notice being issued per Section 16.4, NAPE/AFSCME and the Agency will meet to discuss and assure compliance with procedures outlined herein, protection of the rights of employees affected by such layoffs, and possible alternative means of dealing with the problem which gave rise to the layoff. The layoff plan will be provided to NAPE/AFSCME at least ten (10) workdays prior to the meeting between the Agency and NAPE/AFSCME, unless such time period is waived in writing by NAPE/AFSCME.
- 16.3A The layoff plan will at a minimum include the following:
- 16.3A1 The employees to be laid off and positions eliminated, including names, job classifications and work sites of the affected employees;
- 16.3A2 The reason for the layoff (i.e., reduction in work load, reduction in funding);
- 16.3A3 Whether the layoff is geographical, organizational (a particular office), functional (a particular job classification or program), financial, or other;
- 16.3A4 The effective date of the layoff; and,
- 16.3A5 Specific relocation alternatives available to laid off employees within the Agency.
- 16.4 Layoff Notice to Employees. The Agency will notify the affected employee(s) holding positions in Appendix A in writing as soon as they are formally identified for layoff, but not less than thirty (30) workdays in advance of the layoff date. Upon being identified for layoff, affected employees will have the right to schedule and take up to ten (10) workdays of leave without pay during the notice period for interviews, traveling, resume preparation, and other activities associated with securing new employment.

- 16.4A The Agency agrees that it will:
- 16.4A1 Provide electronic job vacancy information from DAS State Personnel and Nebraska state college and university offices.
  - 16.4A2 Provide information on sources of employment seeking skills upon request.
- 16.5 Transfer Rights – Vacant Positions. Subsequent to providing layoff notice per Section 16.4, the Agency will provide all laid off employees occupying positions identified in Appendix A with all necessary information for the employee to determine what positions are available in order for the employee to exercise the transfer rights under this Section. If there is a vacant bargaining unit position in the Agency, for which the employee satisfies the qualification requirements as determined by the Agency, the employee may elect to transfer to such vacant position.
- 16.5A Within eight (8) calendar days of a laid off employee being provided such information, the employee must notify the Agency in writing of any intentions to transfer in accordance with this Section.
  - 16.5B If more than one laid off employee elects to transfer into a vacant position, the selection will be made based on seniority.
  - 16.5C In determining the priority of transfers identified in this Section, transfers to vacant positions in the same geographical area (i.e., within sixty [60] miles) will be given priority over transfers to positions in a different geographical area.
  - 16.5D An employee who transfers to another position in the same job classification or pay grade will be transferred so as to effectuate no loss in pay.
- 16.6 Bumping Rights. Subsequent to providing the layoff notice per Section 16.4, the Agency will provide all laid off employees occupying positions identified in Appendix A with all necessary information for the employee to determine what bargaining unit positions are available in order for the employee to exercise the rights under this Section. Based on seniority, those employees may bump into the non-vacant position held by the least senior employee in the same job classification, for which that employee satisfied the qualification requirements, as determined by the Agency, if no transfer positions were available per Section 16.5. However, if the least senior employee's permanent duty station is not in the same geographical area (i.e., within sixty [60] miles) of the laid off employee's permanent duty station, the laid off employee may elect to bump into the non-vacant position held by the least senior employee in the job classification within the laid off employee's geographical area.
- 16.6A Within eight (8) calendar days of a laid off employee being provided such information, the employee must notify the Agency in writing of any intentions to bump in accordance with this Section.
  - 16.6B If more than one laid off employee elects to bump into a position, the employee with the most seniority will be allowed to take the position.
  - 16.6C An employee who is laid off because another laid off employee has bumped into his/her position under Section 16.6 will have all the rights of a laid off employee including transfer in lieu of layoff.
- 16.7 Emergency Layoff Provisions. In the event (i.e., Special Session of the State Legislature, permanent impoundment or reduction of funds by the federal government or similar circumstances) the Agency receives official notice of a pending funding reduction from a particular funding authority, which imposes the funding reduction in less time than is required to meet the notice requirements in Sections 16.3 and 16.4, the following emergency layoff provisions will govern the layoff.

- 16.7A In lieu of the provisions in Section 16.3, the Agency and NAPE/AFSCME will meet within five (5) workdays after the date the Agency mails the reduction in force notices to discuss the layoff plan and to discuss and assure compliance with the procedures outlined herein, protection of the rights of employees affected by such layoffs, and possible alternative means of dealing with the emergency that gave rise to the layoff. In addition to the requirements specified in Section 16.3A, the layoff plan will establish the date the Agency received notice of a funding reduction.
- 16.7B Upon being given notice for layoff under this Section, affected employees will be allowed to schedule and take up to ten (10) workdays of leave without pay during the notice period for interviews, traveling, resume preparation, and other activities associated with securing new employment.
- 16.7C The Agency agrees that it will:
- 16.7C1 Provide electronic job vacancy and placement information from DAS State Personnel and Nebraska state college and university offices.
- 16.7C2 Provide information on sources of employment seeking skills.
- 16.7D Official notice for all funding sources means the final official action which determines that the provisions of a bill will become effective. Official notice for Cash and Revolving Funds may also be notice from the external funding source that funds are or will be terminated. Official notice for federal fund sources may also be written notice by the Federal funding agency of intent not to fund a discretionary grant program.
- 16.8 Layoff Requirements – Limitation of Application. The requirements and procedures of Sections 16.2 through 16.7 apply only to layoffs.
- 16.9 Recall and Re-employment. This Section specifies how laid off employees will be either recalled or given re-employment opportunities for vacancies created following a layoff.
- 16.9A Recall to Previously Eliminated Position. Following a layoff, when a position previously eliminated is restored, the employee occupying the position at the time of reduction in force will have first recall priority subject to Sections 16.9B1 through 16.9B2. The recall salary will be based on the salary rate in effect at the time of layoff.
- 16.9B Recall to Vacancy in the Same Job Series. Following a layoff, when a vacancy is created in the same job series, employees who satisfy the required qualifications as determined by the Agency will be recalled in reverse order of a layoff or transfer in lieu of layoff as follows:
- 16.9B1 At the time the vacancy occurs, the Agency will notify the first five (5) qualified employees in line for recall of the vacancy.
- 16.9B2 Such employee(s) will then have ten (10) workdays following date of notification to accept or refuse the recall by providing written notice to the Agency. The recall vacancy will be offered to the employee with the most seniority who provides written acceptance within ten (10) workdays.
- 16.9C Failure to Respond. Employees who fail to respond by either accepting or refusing the recall vacancy on two (2) successive notifications will forfeit further recall rights per Sections 16.9A and 16.9B.
- 16.9D Re-employment Opportunities. In the event that a vacancy occurs and there are no persons laid off or transferred in lieu of layoff who held a position in the job series at the time layoff began as provided in Section 16.9B, the Agency will notify all laid off employees

of the vacancy and the qualifications required to hold the position. Such employees will then have ten (10) calendar days following receipt of such notice to apply for said position. The Agency has the right to hire the most qualified applicant. The pay rate of an employee who occupies a position of a lower classification as a result of recall from layoff or re-employment will be set in accordance with Section 11.3B.

- 16.10 Financial Assistance for Relocating. In cases in which employees have received state financial assistance in geographically relocating to avoid layoff, there will be no requirement for such assistance if recalled to their previous position.
- 16.11 Waive Rights. Employees may waive their rights to receive recall and re-employment notices by providing a written statement to the Human Resources Office.
- 16.12 Time Period for Recall and Re-employment. During the twelve (12) month period following layoff or transfer in lieu of layoff of the employee, no new employees will be hired to fill vacant positions until all employees on layoff or transfer in lieu of layoff who desire to return to work and who are qualified for the vacant position(s) have had the opportunity to be recalled per Sections 16.9A and 16.9B or re-employed per Section 16.9D. It will be the responsibility of the employee who was laid off or transferred in lieu of layoff to be available for recall or re-employment during such time, and such employee will be responsible for providing the Agency with a current address. It will be the responsibility of the employee who was laid off or transferred in lieu of layoff to update and/or supplement the written documentation in their personnel file regarding their employment qualifications so as to allow the Agency to evaluate their eligibility for recall or re-employment under Sections 16.9A, 16.9B and 16.9D.
- 16.13 Accumulated Leave Payoff. Employees who are laid off will be paid at the time of layoff for all accumulated and unused vacation leave, sick leave if eligible under Section 15.2I, compensatory time, and overtime.
- 16.14 Agreement Coverage. In cases in which reductions in force procedures extend from one Agreement period to another, the terms of the Agreement in effect when notification of layoff is given will govern.
- 16.15 Notification. "Notification," as used in Article 16 will mean Certified Mail to the employee's last known address, or personal delivery or deposit at the last known residence. Notifications issued to an individual employed by the Agency may be made by e-mail or personal delivery to the employee's office. In the event of personal delivery, a receipt acknowledging delivery will be signed by the laid off employee.
- 16.16 Resignation. A resignation is effective when accepted in writing or orally by a supervisor or any member of the Agency's Human Resources Office or the Agency's Legal Services Office.
  - 16.16A Absent extenuating circumstances, an employee will be considered as abandoning his/her job if absent from their designated work site more than two (2) consecutive workdays without giving notice. Abandonment is considered a voluntary resignation.

## ARTICLE 17

### GRIEVANCE PROCEDURE

- 17.1 Purpose. The purpose of this procedure is to reduce potential areas of conflict and to secure, at the lowest possible administrative level, equitable and timely resolutions to problems which may arise. Through resolution of problems affecting the welfare or working conditions of employees in the Agency, morale is improved and staff effectiveness is increased.
- 17.2 Definition. A grievance is defined as a contention of misapplication or violation of any of the following: Agency policies, rules or regulations not in conflict with this Agreement, articles of this Agreement, written administrative policies, other written operating procedures or laws, or written instructions pertaining to employees.
- 17.3 Non-Grievable Matters. The following issues, when done in compliance with established law, rule or Agency policy, are examples of non-grievable matters. The list below is not to be considered all inclusive:
- 17.3A Performance appraisals.
  - 17.3B Involuntary transfers not requiring the employee to relocate.
  - 17.3C Approval of leave of absence requests.
  - 17.3D Suspension with pay for investigatory purposes.
  - 17.3E Job classifications including, but not limited to, Article 10 job reclassifications.
  - 17.3F Salary adjustments per Sections 13.5, 13.6, and 13.7.
  - 17.3G Fair Labor Standards Act (FLSA) overtime exempt and nonexempt determinations.
  - 17.3H Placement on suspension without pay or other action of the Commissioner following a decision adopting a recommendation of an employee's dismissal as described in Section 18.10.
  - 17.3I Regardless of compliance with laws, rules, regulations or Agency policies, an employee may not grieve actions or inactions that were alleged to have been done to or concern another employee.
  - 17.3J Employees may contest disciplinary dismissals according to the terms in Section 18.10B.
  - 17.3K An employee laid off may grieve layoff (and/or transfer, bumping, recall and re-employment rights) only on the grounds of unlawful discrimination or failure to follow the terms of this Agreement.
  - 17.3L Maternity Leave Donation Program participation.
  - 17.3M Corrective action.
  - 17.3N Placement on, or extension of, promotional/lateral probation.

- 17.4 Effective Dates of Management Actions. Filing of a grievance does not delay the effective date of any management action. In the event that a suspension without pay or demotion is not supported through the grievance procedures, the employee will be returned to his/her position as though said suspension without pay or demotion had not taken place.
- 17.5 Employees Without Grievance Rights. Applicants, temporary employees, contract employees, and employees on original probation have no grievance rights under this Agreement except as expressly provided elsewhere in this Agreement. An employee who has successfully completed an original probation period will retain grievance rights during promotional/lateral probationary periods per Section 6.7.
- 17.6 Forms. A grievance form will be provided by the Agency and made available to each and every employee upon request. Said form will be as prescribed by the Agency. Said form will specifically include the following statement:
- “Since you are a member of a bargaining unit certified by the Commission of Industrial Relations for the State of Nebraska, your bargaining agent, the Nebraska Association of Public Employees/American Federation of State, County, and Municipal Employees, will be notified immediately upon your filing of this grievance. This does not prevent you, whether you are a NAPE/AFSCME member or not, from bringing matters to the attention of your supervisor or other officials, or from choosing your own representative in any grievance or legal action.” Any attachments to the grievance “form” provided as a part of the written grievance response will be considered an integral part of the “form” and will be forwarded in the grievance process in the same manner as the grievance “form.”
- 17.6A Upon the filing of a formal written grievance form by an employee, NAPE/AFSCME will be notified. NAPE/AFSCME will, if requested, be given notice of the time and the place of each grievance step through the grievance procedure. To the extent such participation does not interfere with the employee’s right to select or utilize such representative or pursue such grievance, NAPE/AFSCME will be permitted to participate in the grievance on matters in which such grievance involves interpretation of this Agreement regardless of whether NAPE/AFSCME is the selected representative of the employee. NAPE/AFSCME taking a position contrary to that of the grievant will not be deemed an interference under this Section.
- 17.6B No employee will be denied the right to a grievance hearing by reason of the employee’s failure to properly fill out or fully complete the grievance form. However, a signed grievance form must be utilized in order to file a grievance.
- 17.7 Number of Days. The number of days indicated in each step of the procedure will be the maximum. Failure of the grievant to proceed to the next step within the maximum time limit will be considered as termination of the grievance. Failure of the Agency in any step to render a decision to the aggrieved employee(s) within the maximum time limit will automatically allow the aggrieved person(s) to proceed to the next step.
- 17.7A “Days” will mean regularly scheduled workdays when the Nebraska Department of Education Office Building offices are open, excluding, however, such regularly scheduled workdays during which employees involved in the procedure are absent from the work site on approved leave or travel status. For all employees who are permanently located at work sites other than 500 South 84<sup>th</sup> Street, Lincoln, Nebraska, days as defined above will be counted from the date of receipt. The day in which an item is received is not counted as a day for the receiving party.
- 17.7B Any time period established herein may be extended upon the written consent of the employee and the Deputy Commissioner.

- 17.8 Grievance Process Waiver. Except as otherwise required by law, the parties may mutually agree, in writing, after obtaining consent from the Attorney General, to waive all further steps in the grievance procedure and proceed to institute a civil action in an appropriate court of competent jurisdiction.
- 17.9 Requests for Documentation and Information. Upon the filing of any grievance, following the procedures herein noted, the employee will have a right to request from his/her supervisor and the supervisor must produce copies of personnel files regarding the grievance, the supervisor's personal records regarding the grievance, and any notes regarding the grievance maintained by the employee's supervisor. These same rights will be held by the Agency to request such notes and records kept by the employee and require the employee to produce the same. At any stage following step one during the grievance of a suspension without pay or demotion, the employee and the Agency will have the right to request the other party to provide answers to questions and to produce specified documents pertaining to the grievance. Further, either party may take the deposition of any witness or the other party upon ten (10) workdays' notice to the other party. Any such request and/or notice will be addressed to the party from which the information or documents are requested with a copy supplied to the person or body responsible for making or recommending a decision at that stage of the grievance. For any information requested under this Section, only information and documents which are relevant or would lead to relevant evidence for the grievance may be required to be produced; however, in no case must information and documents be produced which are recognized by the courts of the State as privileged. Personal records and notes of an employee's supervisors are specifically identified as not being privileged information for purposes of this Article.
- 17.9A Answers and documents will be provided within ten (10) workdays of receipt of request. Objections to such requests will be made to the person or body responsible for making or recommending a decision at that stage of the grievance within five (5) workdays of receipt of the request. Such person or body will, after an informal hearing, confirm or deny such objections within five (5) workdays of receipt of the objection. Within five (5) workdays of receipt of the answers or documents, the requesting party will notify the answering party of any failure on the part of the answering party to respond to the request. Unless the objection is entered, the responding party will supply such answers or documents within five (5) workdays of being so notified.
- 17.9B The failure to respond to any discovery request, except where objections to such requests are sustained, may result in the responding party being denied the right to introduce the evidence requested. Any person desiring the Commissioner to take action concerning a failure to respond to a discovery request may request such action by applying for such relief to the Commissioner. The Commissioner's decision will be rendered at least five (5) workdays prior to the hearing to which the discovery request relates.
- 17.9C Copies of any documents required to be produced under Section 17.9 will be paid for by the requesting party. In the event such copies are made on state-owned copying machines, the charge established under Section 4.4 will be assessed.
- 17.10 Grievance Procedure. The employee may be accompanied at any step of the grievance procedure by a representative of the employee's selection. Management may also be accompanied by a representative at any step. The Grievance Procedure will be as follows:

17.10A **Step 1** – Within fifteen (15) workdays of the employee's knowledge of the event or condition which caused the grievance, the grievant will present the completed grievance form to the Office Administrator. Within fifteen (15) workdays after receiving the completed grievance form, the supervisor, Office Administrator, or designee if applicable, and grievant will meet to discuss the grievance and attempt to resolve the matter, and the Office Administrator will arrive at a response and communicate the same to the grievant, in writing.

17.10A1 In cases of disciplinary demotion or suspension without pay, the grievant will proceed as specified in Step 3 of this procedure by filing an appeal to the Board without having to convene the meeting described in Section 17.10A. The appeal to the Board referred to in Step 3 below must be filed with the Commissioner in writing on the appropriate form within fifteen (15) workdays of the grievant's receipt of the Deputy Commissioner's suspension order or disciplinary demotion approval.

17.10A2 In cases of administrative probation, the grievant will submit the grievance to the Deputy Commissioner in writing on the appropriate form within fifteen (15) workdays of the date of the receipt of the notice described in Section 18.9A without having to convene the meeting described in Section 17.10A. The Deputy Commissioner will give a written answer within fifteen (15) workdays of receipt of the grievance. If a resolution to the grievance is not reached, the employee may proceed as specified in Step 3 of this procedure within fifteen (15) workdays of the receipt of the Deputy Commissioner's answer.

17.10B **Step 2** – When the response in the preceding step is not satisfactory to the grievant, the grievant may, within fifteen (15) workdays of receipt of the Office Administrator's response, appeal the decision to the Deputy Commissioner in writing. The Deputy Commissioner will give a written answer to the grievant within fifteen (15) workdays thereafter. The Deputy Commissioner may hold a meeting with the grievant in order to better understand the facts and circumstances before rendering a decision.

17.10C **Step 3.**

17.10C1 If a resolution to the grievance is not reached, the employee may, within fifteen (15) workdays after receipt of the Deputy Commissioner's decision, appeal the grievance to the Board. The appeal at this level will be directed to the Commissioner as Secretary of the Board. This appeal will include the filing of the grievance form as described in Sections 17.6 through 17.6B.

17.10C2 Within ninety (90) calendar days after receiving the appeal, the Commissioner will place the matter on the agenda of a meeting of the Board for a determination on if the Board or a hearing officer will conduct the hearing in accordance with Section 17.10C3. The Board may also elect to hear the case directly itself instead at a future date as described below. The hearing officer shall be mutually agreed upon by the parties. If a hearing officer cannot be mutually agreed upon, the parties will, in writing, propose a slate of at least three (3) hearing officers each and select the hearing officer by alternately striking proposals with the party that strikes first being determined by random draw or random selection.

- 17.10C3 The Board may elect to conduct the hearing or may designate that a hearing officer, not an employee of the Agency, conduct a hearing and recommend a decision to the Board. The employee will be notified of the Board's determination on the conduct of the hearing and the time and place of the hearing. In cases in which the Board elects to have a hearing officer conduct the hearing, the hearing officer will cause a complete record to be made of all evidence offered at the time of the hearing. The hearing officer will prepare written findings of fact and recommend a decision to the Board. The hearing officer will deliver these findings of fact and recommendation to the Board together with a complete transcript of all evidence offered at the time of the hearing. Hearings will be conducted in accordance with Title 92, Nebraska Administrative Code, Chapter 61. The hearing will take place within ninety (90) calendar days of the Board meeting at which the matter appeared on the agenda under Section 17.10C2.
- 17.10C4 Both parties in a hearing pursuant to Step 3 may present witnesses, and these witnesses will be subject to cross-examination. If the witness is an employee of the Agency, he/she will be paid for those hours outside his/her normal hours of work.
- 17.10C5 The Board may affirm, modify, or reverse the decision of the Deputy Commissioner. The Board will notify the aggrieved employee within a reasonable time period in writing of the Board's decision.
- 17.11 Arbitration. At the time said appeal is filed pursuant to **Step 3**, the employee and/or representative and the Commissioner may mutually agree to submit the dispute to voluntary binding arbitration. Otherwise, the dispute will be submitted to the Board.
- 17.11A If both parties choose to submit the appeal to voluntary binding arbitration, they will sign a waiver within ten (10) workdays indicating they acknowledge that the decision of the arbitrator is final, except as provided in the Uniform Arbitration Act, and cannot be appealed.
- 17.11B The arbitrator's scope of review will be to determine whether or not term(s) of this Agreement has/have been violated, and whether the Agency's action was taken in good faith and for cause. Arbitration hearings will be informal and the rules of evidence will not apply. The parties may be represented by attorneys in arbitration hearings. In cases involving discipline, the Agency will present its case first, and in all other cases the employee will present his/her case first. The decision of the arbitrator will be final and may not be appealed. The arbitrator will decide the grievance in question based upon the issues presented in the written grievance filed pursuant to the grievance procedure. The arbitrator may interpret relevant provisions of this Agreement and apply them to the particular case presented to him/her, but the arbitrator will have no authority to add to, subtract from, or in any way modify the terms of this Agreement or any agreements made supplementary hereto. The fee and expenses of an arbitrator will be borne equally by all parties. Arbitrators will be selected from lists developed and mutually agreed upon by the parties. If the parties cannot agree upon an arbitrator, a method of alternate striking of names will be employed.
- 17.11C The Commissioner or Deputy Commissioner will have the authority to set time limitations for: the length of time within which an arbitrator must be chosen; the amount of time the parties will have to present their case (each party will receive the same amount of time); the time within which a case must be heard after an arbitrator is appointed; the length of time that will be allowed for the parties to submit post-hearing briefs; and the period of time after a hearing within which the arbitrator must enter his/her decision. Post-hearing briefs will not be allowed in any case unless the parties and the arbitrator are all in agreement as to the need for such briefs.

- 17.11D The decision of the arbitrator will be made in writing within sixty (60) calendar days of the hearing and will include findings of fact and conclusions of law. The findings of fact will consist of a concise statement of the conclusions upon each contested issue of fact. Parties to the proceeding and the Human Resources Office will receive a copy of the decision by first class U.S. mail or by electronic mail, response receipt requested. The arbitrator's decision will become public record upon submittal to the parties. If the arbitrator does not render a decision within ninety (90) calendar days from the date the arbitration hearing was held, a penalty of fifty dollars (\$50) per day will be imposed and deducted from the arbitrator's fee for each day over ninety (90) calendar days the decision is late, until the decision is received. This penalty may only be waived upon mutual agreement of the parties.
- 17.11E Both parties must provide the other party and the arbitrator with a listing of all exhibits to be introduced at the hearing, a copy of each exhibit, and a listing of individuals that the party plans to call as witness(es) in the arbitration/hearing at least five (5) calendar days prior to the hearing. Such requests and/or notice will be addressed to the party from which the discovery is sought. Only discovery requests which are relevant or would lead to relevant evidence for the grievance will be granted; however, in no case will discovery be granted which seeks evidence which is recognized as privileged by the Courts of this State. Discovery requests must be provided within ten (10) workdays of the receipt of the request, unless objections are entered. Objections to discovery will be made to the arbitrator, and the arbitrator will consider the matter and issue a decision.
- 17.12 Reprisals. No reprisal of any kind, including a loss in pay, will be taken by the Board, the Commissioner, or by any employee of the Agency against any participant in the grievance procedure by reason of such participation.
- 17.13 Civil Rights. Nothing contained in this procedure will be construed so as to abridge, limit, or restrict the civil rights of persons.
- 17.14 Confidentiality. Proceedings will be kept confidential by any and all parties involved, insofar as such confidentiality is reasonable, except as provided for elsewhere in this Agreement. Unless specifically otherwise requested by a grievant in writing at the time a grievant appeals under **Step 3**, the grievant's name will appear on Board agenda items where matters concerning the grievance are before that Board.

## ARTICLE 18

### CORRECTIVE AND DISCIPLINARY ACTIONS

18.1 Purpose. Corrective actions are those actions which do not affect pay or status and are imposed to correct and improve an employee's job performance. Disciplinary actions are those actions which may affect pay or status and are imposed to discipline an employee for actions which are harmful to the best interests of the State, the Agency, or the employee workforce, or for failure of performance or conduct following imposition of corrective action. Unless otherwise agreed to, the employees are not entitled to representation at routine supervisory and/or corrective action conferences, meetings that are for the purposes of presenting a disciplinary action or corrective action decision or notification to the employee, or meetings that are only part of an investigation concerning another employee or other employees. Employees are entitled to, upon request, representation at (i) investigatory meetings with supervisors or management when that meeting is for the purpose of investigating potential or suspected grounds for corrective or disciplinary action under Section 18.4 regarding that employee; and (ii) when the meeting is for the purpose of the employee responding verbally to verified information under Section 18.2A. However, the Agency may require that meetings described in (i) or (ii) take place within two (2) workdays of the first request for such meetings regardless of whether or not the employee has secured or arranged for representation.

18.1A Two (2) forms of corrective action exist:

Oral counseling; and,  
Written warning.

18.1B Four (4) forms of disciplinary action exist:

Suspension without pay;  
Administrative probation;  
Disciplinary demotion; and,  
Dismissal.

18.1C Corrective actions are not grievable. Disciplinary actions are grievable.

18.2 Decision Criteria. The decision to impose either corrective or disciplinary action and which type of action to impose will be based on just cause and governed by the nature, severity, and effect of the offense; the type and frequency of previous offenses; the period of time elapsed since a prior offensive act; the record and the length of service to the Agency; and consideration of extenuating circumstances. The Agency will ensure that all employees are equally treated with respect and dignity and are afforded the right of privacy when being counseled on performance issues. Disciplinary action may be imposed whether or not corrective action has preceded it, however, before a written warning is given as correction action, it generally will be preceded by oral counseling. The employee against whom any disciplinary action is brought will be notified of such action as soon as it is initiated and will be kept informed of all processes during the disciplinary action. Not more than one (1) form of disciplinary action may be in effect against an employee at any one (1) time for the same infraction, except in the case of a suspension pending a dismissal action.

- 18.2A The Commissioner, Deputy Commissioner, or the employee's immediate supervisor or next level supervisor, upon obtaining information that would indicate the possibility of administering any disciplinary action, or upon completion of preliminary investigation, if such is felt to be required, will within thirty (30) workdays of obtaining such information or completing such investigation, present the employee with notice of the alleged facts and afford the employee the opportunity to refute the information or present mitigating evidence. The employee may respond verbally or in writing, whichever is designated by the Agency. The employee will respond within the timeline designated by the Agency, which will not exceed five (5) workdays. The notice will specifically identify the rules, procedures, policies, or sections of the Agreement for which disciplinary action is being considered. Failure of the employee to respond will not be construed as indicating the truth or accuracy of the allegations. If action has not been taken within two (2) calendar months of the date of such verification, barring new evidence, no action may be taken on that set of allegations or circumstances.
- 18.2B Based upon information and evidence presented and the individual circumstance of the case, the Commissioner, Deputy Commissioner, or supervisor will determine the appropriate action to be taken.
- 18.2B1 For oral counseling and written warnings, the employee's opportunity to respond is during the oral conference or as provided in Sections 18.6 and 18.6B. The Commissioner or designated representative has the authority to rescind or modify a written warning after such response if deemed appropriate.
- 18.3 Suspension With Pay. Suspension with pay is an ordered absence from duty while on full pay status for a prescribed period of time. A suspension with pay may be ordered only upon the approval of the Deputy Commissioner or Commissioner. This action allows for an immediate response to a suspected but not fully substantiated offense or for a period in which an investigation can be thoroughly pursued, or for other reasons at the discretion of the Deputy Commissioner or Commissioner. Suspensions with pay are not grievable.
- 18.3A The ordered suspension with pay will be in writing and will be signed by the Deputy Commissioner or Commissioner and will become a part of the employee's official personnel file. If a suspension with pay is ordered to allow for an investigation of a suspected offense, and if the offense is not substantiated, then the ordered suspension will be removed from the employee's personnel file.
- 18.3B If an employee is absent when a suspension with pay is ordered, the written notice will be directed to the employee either by Certified Mail with instructions to "Deliver to Addressee Only, Return Receipt Requested," by personal delivery or deposit to the employee's last known address, or by email to the employee's personal email address with agreement of the employee.
- 18.3C In the absence of the Commissioner or Deputy Commissioner, the Office Administrator may order an employee's suspension with pay for up to ten (10) calendar days. Upon the Deputy Commissioner's return, the Deputy Commissioner will affirm or modify the suspension with pay within five (5) calendar days.
- 18.4 Corrective or Disciplinary Action Grounds.
- 18.4A Violation of or failure to comply with, the State Constitution, any statute, an executive order, published rules and regulations of the Agency; policies or procedures including work rules, this Agreement; or administrative memoranda.
- 18.4B Failure or refusal to comply with a lawful directive or to accept a reasonable or proper assignment from an authorized supervisor.

- 18.4C Inefficiency, negligence in the performance of duties, or failure to meet performance expectations despite appropriate intervention.
  - 18.4D Careless, negligent, improper, or unsafe use of state property, equipment, or funds, or conversion of state property. This includes transmitting threatening, obscene, or harassing material through the State's communication systems.
  - 18.4E Use of bribery or undue influence to gain or attempt to gain promotion, leave, favorable assignment, or other individual benefit or advantage.
  - 18.4F Falsification, fraud or willful omission of information when applying for a position, applying for or renewing required credentials, performing the duties of a position, responding to work-related questions or inquiries of any supervisor, or completing records or reports relevant for the Agency.
  - 18.4G Unauthorized or improper use of any type of leave, repeated tardiness, repeated failure to comply with scheduled work hours, including meal or rest periods, or absence without approved leave.
  - 18.4H Failure to maintain satisfactory working relationships with the public, other Agency employees, supervisors or managers, or with persons placed under direct care and responsibility of the employee.
  - 18.4I Failure to obtain and maintain a current license required by law or Agency standards as a condition of employment.
  - 18.4J Violation of any provision of the Agency Code of Ethics, which is located in the Personnel Rules, Title 93 of the Nebraska Administrative Code, Chapter 16.
  - 18.4K Conduct, while on- or off-duty which brings discredit to the Agency, the State or which impairs an employee's services and/or the Agency's performance or function, including criminal charges arising from such conduct.
  - 18.4L Unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or alcoholic beverage, in the workplace or reporting for duty under the influence of alcohol and/or unlawful drugs, or when prior consumption of same is plainly detected.
  - 18.4M Unlawful work place discrimination (harassment) based, in whole or in part, on race, color, sex, sexual orientation, religion, age, disability, or national origin, which manifests itself in the form of unwelcome comments, jokes, printed material, and/or unwelcomed sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature.
  - 18.4N Display of sexually explicit or obscene materials and/or the utterance of offensive comments in the workplace that are derogatory toward a group or individual based upon race, sex, sexual orientation, color, religion, disability, age, or national origin.
  - 18.4O Possession of any type of firearm during the course of performing their job. This prohibition includes transporting firearms into any work site or onto state property or in a state vehicle.
- 18.5 Oral Counseling. Oral counseling is an informal level of corrective action. It is a warning given by an immediate supervisor in conference with an employee in which the matter that caused the corrective action to be taken is discussed and the employee is advised of what action is expected of him/her to correct the problem. A written record of the oral counseling may be prepared if a copy is provided to the employee; however, no record of it will be placed in the employee's personnel file.

- 18.6 Written Warning. When, in the opinion of the supervisor, oral counseling is not an adequate measure to correct the deficiency, a written warning, which will be considered a corrective action, may be imposed. The written warning must be fully documented and must include an oral conference between the supervisor and the employee at the time the written warning is presented or as otherwise agreed to by both parties. The written narrative will be consistent with the oral conference. The written warning will be dated, will explain the reason for the warning, and will explain the action expected of the employee to correct the cause or problem. Both the supervisor and the employee will sign the written warning, and the employee will be given a copy of the completed signed warning. The employee's signature thereon does not imply agreement with the contents of the written warning, but documents only that he/she has seen it and the oral conference described above has been held. The written warning will be considered effective on the date that it is issued to and received by the employee.
- 18.6A A written warning is issued on whatever official form the Agency may designate for this purpose.
- 18.6B The employee has the opportunity to attach written rebuttal, clarification, or objection to the written warning within five (5) workdays of receipt by the employee.
- 18.6C The written warning will become inactive ninety (90) calendar days after having been issued to the employee unless the originating supervisor will renew it by additional written commentary on the original form explaining the renewal.
- 18.6C1 When the written warning is renewed, the employee will again have the opportunity to offer written commentary in response to the renewal and will be provided with a copy of the annotated (renewed) form.
- 18.6C2 A written warning may be renewed no more than one (1) time.
- 18.6D All record of the written warning will be removed from the employee's personnel file ninety (90) calendar days after it will become inactive. It may only be retained by the Agency in a separate file of warnings and may be referenced by the Agency or employee in the event of litigation, personnel action (including subsequent disciplinary or corrective action), audit, or other administrative proceeding or complaint, if relevant.
- 18.7 Suspension Without Pay. An ordered absence from duty for a prescribed period of time for which no pay, vacation time, sick leave or holiday leave is granted, nor is vacation, sick or holiday leave accrued. A suspension without pay may be ordered only upon the written approval of the Deputy Commissioner.
- 18.7A The length of the suspension will be determined by the Deputy Commissioner in view of the seriousness of the violation and/or continued violation after the employee has been duly warned.
- 18.7B A suspension without pay will be in writing and will be signed by the Deputy Commissioner and will become a part of the employee's official personnel file.
- 18.7C If the employee is absent when a suspension without pay is ordered, the Deputy Commissioner will direct written notice to the employee by one of the following methods: Certified Mail with instructions to "Deliver to Addressee Only, Return Receipt Requested," personal delivery or deposit to the employee's last known address; or via email to the employee's personal email address with agreement of the employee.
- 18.8 Disciplinary Demotion. The movement of an employee from the present position to one of lesser responsibility and/or authority and at a lower salary, may be ordered only upon the written approval of the Deputy Commissioner, a copy of which is provided to the employee.

- 18.8A A request for disciplinary demotion will be in writing with full documentation, signed by the supervisor and the Office Administrator. The disciplinary demotion will be signed by the Deputy Commissioner and will become a part of the employee's official personnel file.
- 18.9 Administrative Probation. For a period of time, not more than six (6) calendar months, administrative probation is imposed for disciplinary reasons during which the employee must rectify the performance or behavior which led to the imposition of the disciplinary action.
- 18.9A Administrative Probation Status. Administrative probation may be imposed by the Office Administrator for a period of not more than six (6) calendar months. The notice of administrative probation will be in writing, dated, and will inform the employee of the reason for the probation, the action required for improvement, and state that failure to improve may result in further action. The employee will acknowledge receipt of the probation notice by signing the document. The employee's signature on the notice of administrative probation does not imply agreement with the notice of administrative probation.
- 18.9A1 Employees placed in an administrative probationary status will not be promoted or granted pay increases consistent with the provisions in Article 18.
- 18.9A2 Employees granted vacation, sick, holiday, bereavement, civil, administrative, or military leave while serving in this status may have their probation extended by the number of days absent on leave.
- 18.9A3 The administrative probation may be extended by the Deputy Commissioner for a period not to exceed a cumulative total of one (1) calendar year unless extended in accordance with the provisions of Section 18.9A2. Reasons for such extension will be made known to the employee.
- 18.9A4 The termination of a regular employee on administrative probation does not preclude the filing of a grievance by the employee.
- 18.9A5 An employee may be placed on administrative probation upon return to work following a suspension.
- 18.9A6 An employee may be removed from administrative probation at any time.
- 18.10 Dismissal. An employee may be dismissed from employment with the Agency for failure to respond to previous corrective or disciplinary actions or when circumstances render any preceding steps unnecessary or inappropriate.
- 18.10A The Office Administrator and the employee's immediate supervisor, if other than the Office Administrator, will recommend dismissal to the Commissioner in writing, and the decision to dismiss or take another action will be made by the Commissioner.
- 18.10A1 The Commissioner will inform the employee in writing of a time at which the employee may present any additional facts, material, or evidence regarding his/her dismissal to the Commissioner. Failure by the employee to appear before the Commissioner will act as a waiver by the employee to the aforementioned meeting.
- 18.10A2 The employee may be represented by a third party in the meeting with the Commissioner, but the time, date and/or place of said meeting will not be postponed or rescheduled because the representative of the employee is unable to attend unless both the Commissioner and the employee mutually agree to another time, date and/or place.

18.10A3 Within five (5) workdays following the scheduled date of the meeting with the Commissioner, the Commissioner will provide the employee a copy of his/her decision and the action which the Commissioner has decided to impose. This written decision may be hand-delivered, sent by Certified Mail, sent by regular U.S. Mail to the employee, or provided via email to the employee's personal email address with prior agreement of the employee. The five (5) workday period may be extended upon agreement between the Commissioner and the employee.

For purposes of this subsection, the date the written decision is "provided" to the employee is (a) two (2) business days after it was deposited in the regular U.S. Mail; or (b) the date of personal or certified delivery, or the date it was e-mailed.

18.10A4 If the Commissioner's decision is to dismiss the employee, the Commissioner may elect to take whatever action he/she chooses which effects the employee until the dismissal becomes final, including placing the employee on suspension without pay. Such action will be in writing and be included with the written decision provided under Section 18.10A3.

18.10B Within fifteen (15) workdays of the receipt of the Commissioner's written decision of dismissal, or if applicable, notice to NAPE/AFSCME, with documentation of attempted delivery of the same, the employee may request a hearing before the Board to appeal or mutually agree to appeal to binding arbitration following the procedures in Article 17.10. The request for a hearing must be in writing.

18.10B1 If the written request for hearing is not received during the time prescribed in Section 18.10B, the Commissioner's dismissal decision becomes final and will appear in the Commissioner's Report for the next regularly scheduled meeting of the Board.

18.10B2 If the employee submits a timely request for a hearing, then (a) the matter of assignment of a hearing officer or other method of hearing the case will be placed on the agenda of a meeting of the Board within the next ninety (90) calendar days; and (b) upon the expiration of the fifteen (15) workday period described in Section 18.10B, the employee will be considered "terminated-appeal pending" and will be "terminated" in the State Human Resource system of record.

18.10B3 The Board may elect to conduct the hearing or may designate that a hearing officer, not an employee of the Agency, conduct a hearing and recommend a decision to the Board. The hearing officer will be selected as described in Section 17.10C2. The employee will be notified of the Board's determination on the conduct of the hearing and the time and place of the hearing. In cases in which the Board elects to have a hearing officer conduct a hearing, the hearing officer will cause a complete record to be made of all evidence offered at the time of the hearing. The hearing officer will prepare written findings of fact and recommend a decision to the Board.

The hearing officer will deliver his/her findings of fact and recommendation to the Board together with a complete transcript of all evidence offered at the time of the hearing. The Board may accept or reject the recommendations of the hearing officer, but will not impose disciplinary action in excess of that recommended by the hearing officer unless the Board finds, on the basis of an independent review of the record, that grounds exist for imposing a harsher penalty.

- 18.10B4 Hearings will be conducted in accordance with Title 92, Nebraska Administrative Code, Chapter 61.
- 18.10B5 The Board may affirm, modify or reverse the dismissal decision of the Commissioner. The Board will notify the employee in writing of its final action within forty-five (45) calendar days of when the action was taken.
- 18.10C If the Board modifies or reverses the decision of the Commissioner, the employee may be entitled to back pay at the discretion of the Board.
- 18.10D If the appeal hearing is conducted more than fifty (50) miles from the employee's residence, the Agency may reimburse the employee for mileage at the rate established for travel by employees.
- 18.10E The dismissal of a probationary employee as defined in Section 6.5 will be final with the decision of the Office Administrator.
- 18.11 Disciplinary Action Limitations. With the exception of suspensions pending a dismissal action, employees will not be disciplined more than once for a single specific offense; however, they may be disciplined for each additional offense of the same or similar nature occurring after the original notice of the previous disciplinary action.
- 18.12 Grievance Rights. Employees who are disciplined will have the right to grieve the disciplinary action imposed upon them in accordance with the provisions of Article 17.
- 18.12A Pursuant to the Grievance Process, if it is determined that disciplinary action imposed is too harsh for the offense committed, the individual or body charged with the making of such determination may modify the disciplinary action imposed and will notify the employee of the modifications and also the employee's supervisors.
- 18.13 Personnel File. Reports, letters, and documents which reflect unfavorably on an employee will not be placed in his/her personnel file without the employee's knowledge per Section 4.5.
- 18.13A Records of disciplinary action will be maintained in the employee's personnel file for a period not to exceed three (3) calendar years from the date of the disciplinary action unless an appeal case, litigation, or other administrative proceeding or complaint has been filed. Upon the expiration of the three (3) calendar year period or final resolution of an appeal, litigation, or other administrative proceeding or complaint, whichever is longest, records of disciplinary action will be removed from the employee's personnel file. They may only be retained by the Agency in a separate file of disciplinary actions and may be referenced by the Agency or employee in the event of litigation, personnel action (including corrective or disciplinary action), audit, or other administrative proceeding or complaint, if relevant.
- 18.13B Employees will have the right to have placed in their personnel files their own statements of rebuttal or clarification concerning written disciplinary measures taken against the employee, as long as the employee's response is received within the prescribed time frame. The rebuttal or clarification will be affixed to the notice of discipline.
- 18.14 Delivery of Notices. When the Agency determined that immediate disciplinary action is required for an employee not officed in Lincoln, the Commissioner or Deputy Commissioner may designate an individual to sign and deliver the notice of disciplinary action to the employee for the Commissioner or Deputy Commissioner. The disciplinary action will be effective immediately upon such notice. The Commissioner or Deputy Commissioner will subsequently sign and forward a copy of such notice to the disciplined employee.

## ARTICLE 19

### DEFINITIONS

- 19.1 Applicability. The definitions contained in the following Sections of this Article will be used throughout this Agreement except where the context would require another definition. All other words will have their normal accepted meaning.
- 19.2 “Absence Without Leave” means the unauthorized absence of an employee from work or the work station during normal duty hours.
- 19.3 “Agreement” means the agreement entered into and executed by and between the State of Nebraska, Department of Education and the Nebraska Association of Public Employees Local 61 of the American Federation of State, County, and Municipal Employees Department of Education Bargaining Unit.
- 19.4 “Agency” means State of Nebraska Department of Education.
- 19.5 “Appointment” means the act of the Agency filling a position.
- 19.6 “Assigned Activity” as it relates to determinations on staff travel requests means any activity which is a normal or anticipated part of the sequence of completion of responsibilities of job tasks assigned to the employee, or assignments or approved activities which provide a non-repetitive opportunity for the employee to maintain a level of currency, expertise and leadership in the fields in which the employee has assigned job responsibilities commensurate with management expectations of the employee’s capacity to serve the needs of the Agency and the state in those fields.
- 19.7 “Board” means the State Board of Education.
- 19.8 “Classification” means a group of positions sufficiently similar as to the duties performed, degree of supervision exercised or required; minimum requirements of training, experience or skill; and such other characteristics that the same title and the same minimum qualifications may be applied to each position in the group, and so that the same salary grade may be assigned.
- 19.9 “Commissioner” means the Commissioner of Education. The Deputy Commissioner may act as Commissioner in accordance with the provisions of Section 79-321, R.R.S.
- 19.10 “Company Service Date” means the first day the employee starts work for the Agency. The service date may be revised due to an absence per Section 15.19.
- 19.11 “Continuous Service” means the period of time during which an individual is in some official paid employee category, and which is interrupted by termination of employment for a period of not more than five (5) years for any single interruption. Periods of approved leave do not break service, but the time the person is not working for the State in a leave of absence without pay status does not count toward seniority. Dismissal will result in an interruption in continuous service, regardless of length of interruption of employment. Upon recall from layoff, employees will resume the same seniority status they had prior to layoff.
- 19.12 “Continuous Service Date” means a state service date that may have been revised due to employee absence per Section 15.19 or prior state service, and from which an employee’s vacation and sick leave is computed.
- 19.13 “Contract Employee” means an individual with whom the Agency has entered into a contract under the NDE Administrative Policy and Procedure related to contracts, which creates an employer-employee relationship.

- 19.14 “Demotion” means moving an employee from one job classification to another at a lower pay grade. Demotions may be non-disciplinary as described in Article 11, Section 11.3, or disciplinary as described in Article 18, Section 18.8.
- 19.15 “Deputy Commissioner” means, unless otherwise indicated, an individual appointed to that position under 79-318(3) R.R.S. Except in instances where the Deputy Commissioner is taking action as the immediate supervisor of an employee under this Agreement, whenever this Agreement provides that any Deputy Commissioner has the authority to act, the Commissioner likewise has the authority to do the same.
- 19.16 “Discharge or Dismissal” means the disciplinary termination of employment pursuant to Article ~~16~~18.
- 19.17 “Employee” means any person within the employment of the Agency whose job classification title is included in Appendix A.
- 19.18 “Fixed-Term Employee” means an employee in a fixed-term position.
- 19.19 “Fixed-Term Position” means a position which, due to the funding source, has a predetermined duration of employment which is designated at the time of hire subject to the continuation and availability of funding. Fixed-term positions may be worked on a full-time or part-time schedule and are subject to all of the terms of this Agreement except for the provisions of Article 16.
- 19.20 “Full-time Schedule” means a forty (40) hour workweek schedule.
- 19.21 “Household Goods” means household furniture, including appliances, lawn mowers, bicycles, toys and personal effects such as clothing, professional equipment and books but does not include power vehicles, boats, pets or other animals.
- 19.22 “Human Resources Office” means the office within the Agency that is responsible for personnel administration in the Agency.
- 19.23 “Job Family” means groups of job classifications related by shared work.
- 19.24 “Job Series” means two (2) or more job classifications, similar as to duties and training required but differing primarily in difficulty, responsibility, knowledge and skills, and supervision exercised or received.
- 19.25 “Job Specification” means the official written description of a classification of work, which summarizes information such as the purpose of the job, distinguishing characteristics, examples of duties, minimum qualifications, supervisory and fiscal authority and physical requirements.
- 19.26 “Lateral Transfer” means changing an employee from one position to another position in the same pay grade. In the case of VR positions, it means maintaining the same job classification but transferring to a different VR office.
- 19.27 “Lay Off” means the involuntary termination (reduction in force) of an employee or employees because of a lack of work or lack of funds or under conditions in which the continuation of such work would be inefficient or non-productive.
- 19.28 “Leave Without Pay” means leave or time off from work for the employee’s personal reasons granted by the appointing authority for which period the employee receives no pay.
- 19.29 “Minimum Qualifications” means the least amount of training and experience and other qualifications required to perform adequately in a specific position or series of positions.

- 19.30 “Office Administrator” means, unless otherwise indicated, an individual designated by the Commissioner to oversee a subdivision of the Agency. In the event there is no Office Administrator in an individual’s chain of command, the pertinent Deputy Commissioner or designee will act on matters otherwise handled by an Office Administrator.
- 19.31 “Original Hire Date” means the first day the employee starts work for the State.
- 19.32 “Original Probationary Period” means a period of time during which an employee is required to demonstrate fitness for a particular position as a part of the selection process for regular appointment.
- 19.33 “Paid Work Status” means time paid for work or any paid leave.
- 19.34 “Part-time Schedule” means less than a forty (40) hour workweek schedule.
- 19.35 “Pay Grade” means a specified range of salary or wage, the starting and intermediate rates within such range, and the maximum rate of such range.
- 19.36 “Personnel Files” means the files retained by the Human Resources Office of the Agency which is personally identifiable with an individual employee or former employee.
- 19.37 “Position” means a group of specific duties, tasks and responsibilities to be performed by one (1) employee. A position may be part-time or full-time, temporary, fixed-term or regular, or occupied or vacant.
- 19.38 “Professional Growth” as it relates to determinations on staff travel requests includes approved travel related to activities which are ancillary to the assigned field of responsibility or which will provide opportunities for leadership and expertise in the field(s) of the employee’s assigned responsibility which are in excess of management expectations or which serve a professional interest of the employee which is outside the area(s) of assigned responsibility.
- 19.39 “Promotion” means changing an employee from one job classification to another job classification at a higher pay grade.
- 19.40 “~~Secondary Promotional/Lateral~~ Probation” means an employee on probation under Section 6.7 of this Agreement.
- 19.40~~1~~ “Reduction in Force” means the same as “lay off.”
- 19.44~~2~~ “Regular Employee” means an employee in a regular full-time or part-time position who has completed the required original probationary period, ~~or who had acquired permanent status in accordance with this Agreement.~~
- 19.42~~3~~ “Resignation” means the voluntary termination of employment by an employee.
- 19.43~~4~~ “Retirement” means the transfer of an eligible employee from active to retired status.
- 19.44~~5~~ “Schedule Deviation” means an adjustment of work hours or length of the workday.
- 19.46 “Suspension” means an ordered absence for disciplinary, investigatory or other purposes.
- 19.47 “Temporary Employee” means an employee hired through a temporary agency or via contract for a limited period of time to perform requested job duties on either a full-time or part-time schedule.
- 19.48 “Transfer of Employee” means the movement of an employee from one (1) position to another position within the Agency. A transfer action does not require termination of the employee.

- 19.49 "Treatment" means the provision of medical, dental or psychological services or procedures performed on the employee or immediate family member by treating professionals or their staff (including surgery). "Treatment" for purposes of sick leave does not include participating in activities that are, as determined by the Agency, primarily considered recreational activities and engaged in frequently by persons who are not ill or suffering from a medical, dental, or psychological condition or disability, even when such activity is beneficial to the employee's physical or mental health (i.e., trips to a destination to relax or relieve stress, running in a marathon, etc.).
- 19.50 "Tuition" means the cost per credit hour of instruction at an accredited postsecondary institution.
- 19.51 "Work Rules" means those practices, policies, and procedures established and adopted by the Agency concerning the employee's terms and conditions of employment.

IN WITNESS WHEREOF, the parties have set their hands

FOR THE NEBRASKA  
DEPARTMENT OF EDUCATION

FOR THE NEBRASKA ASSOCIATION  
OF PUBLIC EMPLOYEES, LOCAL 61  
OF THE AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES

\_\_\_\_\_  
Brian L. Maher, Ed.D., Commissioner

\_\_\_\_\_  
Justin Hubly, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ami M. Huff, Chief Negotiator

\_\_\_\_\_  
Date

# APPENDIX A

## NEBRASKA ASSOCIATION OF PUBLIC EMPLOYEES

### JOB CLASSIFICATIONS/EMPLOYEES INCLUDED IN THE BARGAINING UNIT

| <b>ADMINISTRATION</b>                    |  |
|--|--|
| <u>Job Code</u>                          | <u>Job Classification</u>                |
| EDB-401                                  | Administrative Associate-I               |
| EDB-402                                  | Administrative Associate-II              |
| EDB-403                                  | Administrative Associate-III             |
| EDB-404                                  | Administrative Associate-IV              |
| EDB-405                                  | Administrative Specialist-I              |
| EDB-406                                  | Administrative Specialist-II             |
|  |  |
| <b>DISABILITY DETERMINATION SERVICES</b> |  |
| <u>Job Code</u>                          | <u>Job Classification</u>                |
| EDB-505                                  | DDS Hearings Officer                     |
| EDB-502                                  | Disability Adjudicator-I                 |
| EDB-503                                  | Disability Adjudicator-II                |
| EDB-504                                  | Disability Adjudicator-III               |
| EDB-504                                  | Disability Adjudicator-Trainee           |
| EDB-900                                  | Internal Quality Assurance Examiner      |
|  |  |
| <b>EDUCATION SERVICES</b>                |  |
| <u>Job Code</u>                          | <u>Job Classification</u>                |
| EDB-201                                  | Education Specialist-I                   |
| EDB-202                                  | Education Specialist-II                  |
| EDB-203                                  | Education Specialist-III                 |
| EDB-204                                  | Education Specialist-IV                  |
|  |  |
| <b>INFORMATION TECHNOLOGY</b>            |  |
| <u>Job Code</u>                          | <u>Job Classification</u>                |
| EDB-101                                  | IT Applications Developer                |
| EDB-102                                  | IT Applications Developer Senior         |
| EDB-103                                  | IT Applications Developer Lead           |
| EDB-111                                  | IT Data/Database Analyst                 |
| EDB-112                                  | IT Data/Database Analyst Senior          |
| EDB-131                                  | IT Help Desk Specialist                  |
| EDB-121                                  | IT Infrastructure Support Technician     |
| EDB-122                                  | IT Infrastructure Support Analyst        |
| EDB-123                                  | IT Infrastructure Support Analyst Senior |
| EDB-044                                  | Statistical Research Specialist          |
| EDB-160                                  | Web Developer                            |

| <b>OFFICE SERVICES</b>           |                                     |
|----------------------------------|-------------------------------------|
| <u>Job Code</u>                  | <u>Job Classification</u>           |
| EDB-701                          | Office Associate-I                  |
| EDB-702                          | Office Associate-II                 |
| EDB-703                          | Office Associate-III                |
| EDB-704                          | Office Associate-IV                 |
|                                  |                                     |
| <b>PROGRAM SERVICES</b>          |                                     |
| <u>Job Code</u>                  | <u>Job Classification</u>           |
| EDB-301                          | Program Associate-I                 |
| EDB-302                          | Program Associate-II                |
| EDB-303                          | Program Associate-III               |
| EDB-304                          | Program Associate-IV                |
| EDB-305                          | Program Specialist-I                |
| EDB-306                          | Program Specialist-II               |
| EDB-307                          | Program Specialist-III              |
|                                  |                                     |
| <b>VOCATIONAL REHABILITATION</b> |                                     |
| <u>Job Code</u>                  | <u>Job Classification</u>           |
| EDB-601                          | VR Associate                        |
| EDB-602                          | VR Senior Associate                 |
| EDB-603                          | VR Service Specialist               |
| EDB-604                          | VR Senior Service Specialist        |
| EDB-605                          | VR Rehabilitation Specialist        |
| EDB-606                          | VR Senior Rehabilitation Specialist |

NOTE: Changes in Appendix A that occur after the Agreement negotiations have been completed will be noted on the electronic version of the Agreement found on InsideNDE in legislative format with a date showing when the change was made.



**Appendix B: NDE Pay Structure for July 1, 2023—June 30, 2024**  
 Calculations based on the hourly rate with the annual (2080 hours) calculated relative to the hourly rate.

| Pay Grade & Step |   | Step-1     | Step-2     | Step-3     | Step-4     | Step-5     | Step-6     | Step-7     | Step-8     | Step-9     | Step-10    | Step-11    | Step-12    | Step-13    | Step-14    | Step-15    | Step-16    | Step-17    | Step-18    | Step-19    | Step-20    |
|------------------|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 20               | Y | 190,816.36 | 194,632.69 | 198,525.34 | 202,495.85 | 206,545.77 | 210,676.68 | 214,890.22 | 219,188.02 | 223,571.78 | 228,043.22 | 232,604.08 | 237,256.16 | 242,001.29 | 246,841.31 | 251,778.14 | 256,813.70 | 261,949.97 | 267,188.07 | 272,532.75 | 277,983.41 |
|                  | H | 91.739     | 93.573     | 95.445     | 97.354     | 99.301     | 101.287    | 103.313    | 105.379    | 107.486    | 109.636    | 111.829    | 114.065    | 116.347    | 118.674    | 121.047    | 123.468    | 125.937    | 128.456    | 131.025    | 133.646    |
| 19               | Y | 173,469.42 | 176,938.84 | 180,477.58 | 184,087.14 | 187,768.88 | 191,524.26 | 195,354.74 | 199,261.84 | 203,247.07 | 207,312.04 | 211,458.26 | 215,687.42 | 220,001.17 | 224,401.19 | 228,889.22 | 233,467.00 | 238,136.34 | 242,899.07 | 247,757.05 | 252,712.19 |
|                  | H | 83.399     | 85.067     | 86.768     | 88.503     | 90.273     | 92.079     | 93.921     | 95.799     | 97.715     | 99.669     | 101.663    | 103.696    | 105.770    | 107.885    | 110.043    | 112.244    | 114.489    | 116.778    | 119.114    | 121.496    |
| 18               | Y | 157,699.47 | 160,853.46 | 164,070.53 | 167,351.94 | 170,698.98 | 174,112.96 | 177,595.22 | 181,147.12 | 184,770.07 | 188,465.47 | 192,234.78 | 196,079.47 | 200,001.06 | 204,001.08 | 208,081.11 | 212,242.73 | 216,487.58 | 220,817.33 | 225,233.68 | 229,738.35 |
|                  | H | 75.817     | 77.333     | 78.880     | 80.458     | 82.067     | 83.708     | 85.382     | 87.090     | 88.832     | 90.608     | 92.421     | 94.269     | 96.154     | 98.077     | 100.039    | 102.040    | 104.081    | 106.162    | 108.285    | 110.451    |
| 17               | Y | 143,363.16 | 146,230.42 | 149,155.03 | 152,138.13 | 155,180.89 | 158,284.51 | 161,450.20 | 164,679.20 | 167,972.79 | 171,332.24 | 174,758.89 | 178,254.07 | 181,819.15 | 185,455.53 | 189,164.64 | 192,947.93 | 196,806.89 | 200,743.03 | 204,757.89 | 208,853.05 |
|                  | H | 68.925     | 70.303     | 71.709     | 73.143     | 74.606     | 76.098     | 77.620     | 79.173     | 80.756     | 82.371     | 84.019     | 85.699     | 87.413     | 89.161     | 90.945     | 92.763     | 94.619     | 96.514     | 98.441     | 100.410    |
| 16               | Y | 130,330.14 | 132,936.75 | 135,595.48 | 138,307.39 | 141,073.54 | 143,895.01 | 146,772.91 | 149,708.37 | 152,702.53 | 155,756.59 | 158,871.72 | 162,049.15 | 165,290.13 | 168,595.94 | 171,967.86 | 175,407.21 | 178,915.36 | 182,493.66 | 186,143.54 | 189,866.41 |
|                  | H | 62.659     | 63.912     | 65.190     | 66.494     | 67.824     | 69.180     | 70.564     | 71.975     | 73.415     | 74.883     | 76.381     | 77.908     | 79.466     | 81.056     | 82.677     | 84.330     | 86.017     | 87.737     | 89.492     | 91.282     |
| 15               | Y | 118,481.95 | 120,851.59 | 123,268.62 | 125,733.99 | 128,248.67 | 130,813.64 | 133,429.92 | 136,098.52 | 138,820.49 | 141,596.90 | 144,428.83 | 147,317.41 | 150,263.76 | 153,269.03 | 156,334.41 | 159,461.10 | 162,650.32 | 165,903.33 | 169,221.40 | 172,605.83 |
|                  | H | 56.962     | 58.102     | 59.264     | 60.449     | 61.658     | 62.891     | 64.149     | 65.432     | 66.741     | 68.075     | 69.437     | 70.826     | 72.242     | 73.687     | 75.161     | 76.664     | 78.197     | 79.764     | 81.366     | 82.984     |
| 14               | Y | 107,710.86 | 109,865.08 | 112,062.38 | 114,303.63 | 116,589.70 | 118,921.49 | 121,299.92 | 123,725.92 | 126,200.44 | 128,724.45 | 131,298.94 | 133,924.92 | 136,603.42 | 139,335.49 | 142,122.19 | 144,964.64 | 147,863.93 | 150,821.21 | 153,837.63 | 156,914.39 |
|                  | H | 51.784     | 52.820     | 53.876     | 54.954     | 56.053     | 57.174     | 58.317     | 59.484     | 60.673     | 61.887     | 63.124     | 64.387     | 65.675     | 66.988     | 68.328     | 69.695     | 71.088     | 72.510     | 73.960     | 75.440     |
| 13               | Y | 97,918.97  | 99,877.34  | 101,874.89 | 103,912.39 | 105,990.64 | 108,110.45 | 110,272.66 | 112,478.11 | 114,727.67 | 117,022.23 | 119,362.67 | 121,749.93 | 124,184.92 | 126,668.62 | 129,202.00 | 131,786.04 | 134,421.76 | 137,110.19 | 139,852.39 | 142,649.44 |
|                  | H | 47.076     | 48.018     | 48.978     | 49.958     | 50.957     | 51.976     | 53.016     | 54.076     | 55.158     | 56.261     | 57.386     | 58.534     | 59.704     | 60.898     | 62.116     | 63.359     | 64.626     | 65.918     | 67.237     | 68.581     |
| 12               | Y | 89,017.24  | 90,797.59  | 92,613.54  | 94,465.81  | 96,355.12  | 98,282.23  | 100,247.87 | 102,252.83 | 104,297.89 | 106,383.84 | 108,511.52 | 110,681.75 | 112,895.39 | 115,153.29 | 117,456.36 | 119,805.49 | 122,201.60 | 124,645.63 | 127,138.54 | 129,681.31 |
|                  | H | 42.797     | 43.653     | 44.526     | 45.416     | 46.325     | 47.251     | 48.196     | 49.160     | 50.143     | 51.146     | 52.169     | 53.212     | 54.277     | 55.362     | 56.469     | 57.599     | 58.751     | 59.926     | 61.124     | 62.347     |
| 11               | Y | 80,924.76  | 82,543.26  | 84,194.13  | 85,878.01  | 87,595.57  | 89,347.48  | 91,134.43  | 92,957.12  | 94,816.26  | 96,712.58  | 98,646.84  | 100,619.77 | 102,632.17 | 104,684.81 | 106,778.51 | 108,914.08 | 111,092.36 | 113,314.21 | 115,580.49 | 117,892.10 |
|                  | H | 38.906     | 39.684     | 40.478     | 41.288     | 42.113     | 42.956     | 43.815     | 44.691     | 45.585     | 46.496     | 47.426     | 48.375     | 49.342     | 50.329     | 51.336     | 52.363     | 53.410     | 54.478     | 55.568     | 56.679     |
| 10               | Y | 73,567.97  | 75,039.33  | 76,540.11  | 78,070.92  | 79,632.33  | 81,224.98  | 82,849.48  | 84,506.47  | 86,196.60  | 87,920.53  | 89,678.94  | 91,472.52  | 93,301.97  | 95,168.01  | 97,071.37  | 99,012.80  | 100,993.05 | 103,012.92 | 105,073.17 | 107,174.64 |
|                  | H | 35.369     | 36.077     | 36.798     | 37.534     | 38.285     | 39.050     | 39.831     | 40.628     | 41.441     | 42.269     | 43.115     | 43.977     | 44.857     | 45.754     | 46.669     | 47.602     | 48.554     | 49.525     | 50.516     | 51.526     |
| 9                | Y | 66,879.97  | 68,217.57  | 69,581.92  | 70,973.56  | 72,393.03  | 73,840.89  | 75,317.71  | 76,824.06  | 78,360.55  | 79,927.76  | 81,526.31  | 83,156.84  | 84,819.97  | 86,516.37  | 88,246.70  | 90,011.64  | 91,811.87  | 93,648.11  | 95,521.07  | 97,431.49  |
|                  | H | 32.154     | 32.797     | 33.453     | 34.122     | 34.804     | 35.500     | 36.210     | 36.935     | 37.673     | 38.427     | 39.195     | 39.979     | 40.779     | 41.594     | 42.426     | 43.275     | 44.140     | 45.023     | 45.924     | 46.842     |
| 8                | Y | 60,799.97  | 62,015.97  | 63,266.29  | 64,541.42  | 65,841.85  | 67,168.08  | 68,520.65  | 69,899.06  | 71,296.86  | 72,716.60  | 74,149.83  | 75,597.13  | 77,059.07  | 78,535.25  | 80,026.27  | 81,532.76  | 83,055.33  | 84,593.63  | 86,147.49  | 87,717.58  |
|                  | H | 29.231     | 29.815     | 30.412     | 31.020     | 31.640     | 32.273     | 32.919     | 33.577     | 34.248     | 34.933     | 35.632     | 36.345     | 37.072     | 37.813     | 38.569     | 39.341     | 40.128     | 40.930     | 41.749     | 42.584     |
| 7                | Y | 55,272.70  | 56,378.16  | 57,505.72  | 58,655.83  | 59,828.95  | 61,025.53  | 62,246.04  | 63,490.96  | 64,760.78  | 66,056.00  | 67,377.12  | 68,724.66  | 70,099.15  | 71,501.14  | 72,931.16  | 74,389.78  | 75,877.58  | 77,395.13  | 78,943.03  | 80,521.89  |
|                  | H | 26.573     | 27.105     | 27.647     | 28.200     | 28.764     | 29.339     | 29.926     | 30.525     | 31.135     | 31.758     | 32.393     | 33.041     | 33.702     | 34.376     | 35.063     | 35.764     | 36.480     | 37.209     | 37.953     | 38.712     |
| 6                | Y | 50,247.91  | 51,252.87  | 52,277.93  | 53,323.49  | 54,389.96  | 55,477.76  | 56,587.31  | 57,719.06  | 58,873.44  | 60,050.91  | 61,251.92  | 62,476.96  | 63,726.50  | 65,001.03  | 66,301.05  | 67,627.07  | 68,979.62  | 70,359.21  | 71,766.39  | 73,201.72  |
|                  | H | 24.158     | 24.641     | 25.134     | 25.636     | 26.149     | 26.672     | 27.205     | 27.750     | 28.305     | 28.871     | 29.448     | 30.037     | 30.638     | 31.250     | 31.876     | 32.513     | 33.163     | 33.827     | 34.503     | 35.193     |
| 5                | Y | 45,679.92  | 46,593.52  | 47,525.39  | 48,475.90  | 49,445.41  | 50,434.32  | 51,443.01  | 52,471.87  | 53,521.31  | 54,591.73  | 55,683.57  | 56,797.24  | 57,933.18  | 59,091.85  | 60,273.68  | 61,479.16  | 62,708.74  | 63,962.92  | 65,242.17  | 66,547.02  |
|                  | H | 21.962     | 22.401     | 22.849     | 23.306     | 23.772     | 24.247     | 24.732     | 25.227     | 25.731     | 26.246     | 26.771     | 27.306     | 27.852     | 28.410     | 28.978     | 29.557     | 30.148     | 30.751     | 31.366     | 31.994     |
| 4                | Y | 41,527.20  | 42,357.74  | 43,204.90  | 44,069.00  | 44,950.38  | 45,849.38  | 46,766.37  | 47,701.70  | 48,655.73  | 49,628.85  | 50,621.43  | 51,633.85  | 52,666.53  | 53,719.86  | 54,794.26  | 55,889.14  | 57,007.95  | 58,148.11  | 59,311.07  | 60,497.29  |
|                  | H | 19.965     | 20.364     | 20.772     | 21.187     | 21.611     | 22.043     | 22.484     | 22.934     | 23.392     | 23.860     | 24.337     | 24.824     | 25.320     | 25.827     | 26.343     | 26.870     | 27.408     | 27.956     | 28.515     | 29.085     |
| 3                | Y | 37,752.00  | 38,507.04  | 39,277.18  | 40,062.72  | 40,863.98  | 41,681.26  | 42,514.88  | 43,365.18  | 44,232.48  | 45,117.13  | 46,019.48  | 46,939.87  | 47,878.66  | 48,836.24  | 49,812.96  | 50,809.22  | 51,825.41  | 52,861.91  | 53,919.15  | 54,997.54  |
|                  | H | 18.150     | 18.513     | 18.883     | 19.261     | 19.646     | 20.039     | 20.440     | 20.849     | 21.266     | 21.691     | 22.125     | 22.567     | 23.019     | 23.479     | 23.949     | 24.428     | 24.916     | 25.414     | 25.923     | 26.441     |
| 2                | Y | 34,320.00  | 35,006.40  | 35,706.53  | 36,420.66  | 37,149.07  | 37,892.05  | 38,649.89  | 39,422.89  | 40,211.35  | 41,015.58  | 41,835.89  | 42,672.61  | 43,526.06  | 44,396.58  | 45,284.51  | 46,190.20  | 47,114.01  | 48,056.29  | 49,017.41  | 49,997.76  |
|                  | H | 16.500     | 16.830     | 17.167     | 17.510     | 17.860     | 18.217     | 18.582     | 18.953     | 19.332     | 19.719     | 20.113     | 20.516     | 20.926     | 21.345     | 21.771     | 22.207     | 22.651     | 23.104     | 23.566     | 24.037     |
| 1                | Y | 31,200.00  | 31,824.00  | 32,460.48  | 33,109.69  | 33,771.88  | 34,447.32  | 35,136.27  | 35,838.99  | 36,555.77  | 37,286.89  | 38,032.63  | 38,793.28  | 39,569.14  | 40,360.53  | 41,167.74  | 41,991.09  | 42,830.91  | 43,687.53  | 44,561.28  | 45,452.51  |
|                  | H | 15.000     | 15.300     | 15.606     | 15.918     | 16.236     | 16.561     | 16.892     | 17.230     | 17.575     | 17.926     | 18.285     | 18.651     | 19.024     | 19.404     | 19.792     | 20.188     | 20.592     | 21.004     | 21.424     | 21.852     |



**Appendix C: NDE Pay Structure for July 1, 2024—June 30, 2025**  
 Calculations based on the hourly rate with the annual (2080 hours) calculated relative to the hourly rate.

| Pay Grade & Step |   | Step-1     | Step-2     | Step-3     | Step-4     | Step-5     | Step-6     | Step-7     | Step-8     | Step-9     | Step-10    | Step-11    | Step-12    | Step-13    | Step-14    | Step-15    | Step-16    | Step-17    | Step-18    | Step-19    | Step-20    |
|------------------|---|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| 20               | Y | 196,540.85 | 200,471.67 | 204,481.10 | 208,570.73 | 212,742.14 | 216,996.98 | 221,336.92 | 225,763.66 | 230,278.93 | 234,884.51 | 239,582.20 | 244,373.85 | 249,261.32 | 254,246.55 | 259,331.48 | 264,518.11 | 269,808.47 | 275,204.64 | 280,708.74 | 286,322.91 |
|                  | H | 94,491     | 96,381     | 98,308     | 100,274    | 102,280    | 104,325    | 106,412    | 108,540    | 110,711    | 112,925    | 115,184    | 117,487    | 119,837    | 122,234    | 124,679    | 127,172    | 129,716    | 132,310    | 134,956    | 137,655    |
| 19               | Y | 178,673.50 | 182,246.97 | 185,891.91 | 189,609.75 | 193,401.95 | 197,269.98 | 201,215.38 | 205,239.69 | 209,344.49 | 213,531.38 | 217,802.00 | 222,158.04 | 226,601.20 | 231,133.23 | 235,755.89 | 240,471.01 | 245,280.43 | 250,186.04 | 255,189.76 | 260,293.56 |
|                  | H | 85,901     | 87,619     | 89,371     | 91,159     | 92,982     | 94,841     | 96,738     | 98,673     | 100,646    | 102,659    | 104,713    | 106,807    | 108,943    | 111,122    | 113,344    | 115,611    | 117,923    | 120,282    | 122,687    | 125,141    |
| 18               | Y | 162,430.46 | 165,679.07 | 168,992.65 | 172,372.50 | 175,819.95 | 179,336.35 | 182,923.08 | 186,581.54 | 190,313.17 | 194,119.43 | 198,001.82 | 201,961.86 | 206,001.09 | 210,121.12 | 214,323.54 | 218,610.01 | 222,982.21 | 227,441.85 | 231,990.69 | 236,630.50 |
|                  | H | 78,092     | 79,653     | 81,246     | 82,871     | 84,529     | 86,219     | 87,944     | 89,703     | 91,497     | 93,327     | 95,193     | 97,097     | 99,039     | 101,020    | 103,040    | 105,101    | 107,203    | 109,347    | 111,534    | 113,765    |
| 17               | Y | 147,664.05 | 150,617.33 | 153,629.68 | 156,702.27 | 159,836.32 | 163,033.05 | 166,293.71 | 169,619.58 | 173,011.97 | 176,472.21 | 180,001.66 | 183,601.69 | 187,273.72 | 191,019.20 | 194,839.58 | 198,736.37 | 202,711.10 | 206,765.32 | 210,900.63 | 215,118.64 |
|                  | H | 70,992     | 72,412     | 73,860     | 75,338     | 76,844     | 78,381     | 79,949     | 81,548     | 83,179     | 84,842     | 86,539     | 88,270     | 90,035     | 91,836     | 93,673     | 95,546     | 97,457     | 99,406     | 101,395    | 103,422    |
| 16               | Y | 134,240.05 | 136,924.85 | 139,663.35 | 142,456.61 | 145,305.74 | 148,211.86 | 151,176.10 | 154,199.62 | 157,283.61 | 160,429.28 | 163,637.87 | 166,910.63 | 170,248.84 | 173,653.82 | 177,126.89 | 180,669.43 | 184,282.82 | 187,968.47 | 191,727.84 | 195,562.40 |
|                  | H | 64,538     | 65,829     | 67,146     | 68,489     | 69,859     | 71,256     | 72,681     | 74,134     | 75,617     | 77,129     | 78,672     | 80,245     | 81,850     | 83,487     | 85,157     | 86,860     | 88,598     | 90,369     | 92,177     | 94,020     |
| 15               | Y | 122,936.41 | 124,477.13 | 126,066.68 | 129,506.01 | 132,096.13 | 134,738.05 | 137,432.81 | 140,181.47 | 142,985.10 | 145,844.80 | 148,761.70 | 151,736.93 | 154,771.67 | 157,867.10 | 161,024.45 | 164,244.94 | 167,529.83 | 170,880.43 | 174,298.04 | 177,784.00 |
|                  | H | 58,671     | 59,845     | 61,042     | 62,263     | 63,508     | 64,778     | 66,073     | 67,395     | 68,743     | 70,118     | 71,520     | 72,950     | 74,409     | 75,898     | 77,416     | 78,964     | 80,543     | 82,154     | 83,797     | 85,473     |
| 14               | Y | 110,942.19 | 113,161.03 | 115,424.25 | 117,732.74 | 120,087.39 | 122,489.14 | 124,938.92 | 127,437.70 | 129,986.48 | 132,586.18 | 135,237.91 | 137,942.67 | 140,701.52 | 143,515.55 | 146,385.86 | 149,313.58 | 152,299.85 | 155,345.85 | 158,452.76 | 161,621.82 |
|                  | H | 53,338     | 54,404     | 55,492     | 56,602     | 57,734     | 58,889     | 60,067     | 61,268     | 62,493     | 63,743     | 65,018     | 66,319     | 67,645     | 68,998     | 70,378     | 71,785     | 73,221     | 74,686     | 76,179     | 77,703     |
| 13               | Y | 100,856.53 | 102,873.67 | 104,931.14 | 107,029.76 | 109,170.36 | 111,353.76 | 113,580.84 | 115,852.46 | 118,169.50 | 120,532.89 | 122,943.55 | 125,402.42 | 127,910.47 | 130,468.68 | 133,078.06 | 135,739.62 | 138,454.41 | 141,223.50 | 144,047.97 | 146,928.93 |
|                  | H | 48,489     | 49,458     | 50,448     | 51,457     | 52,486     | 53,535     | 54,606     | 55,698     | 56,812     | 57,949     | 59,107     | 60,290     | 61,495     | 62,725     | 63,980     | 65,259     | 66,565     | 67,896     | 69,254     | 70,639     |
| 12               | Y | 91,687.76  | 93,521.51  | 95,391.94  | 97,299.78  | 99,245.78  | 101,230.69 | 103,255.31 | 105,320.41 | 107,426.82 | 109,575.36 | 111,766.87 | 114,002.20 | 116,282.25 | 118,607.89 | 120,980.05 | 123,399.65 | 125,867.64 | 128,385.00 | 130,952.70 | 133,571.75 |
|                  | H | 44,081     | 44,962     | 45,862     | 46,779     | 47,714     | 48,669     | 49,642     | 50,635     | 51,648     | 52,680     | 53,734     | 54,809     | 55,905     | 57,023     | 58,163     | 59,327     | 60,513     | 61,724     | 62,958     | 64,217     |
| 11               | Y | 83,352.51  | 85,019.56  | 86,719.95  | 88,454.35  | 90,223.43  | 92,027.90  | 93,868.46  | 95,746.83  | 97,660.75  | 99,613.96  | 101,606.24 | 103,638.37 | 105,711.13 | 107,825.36 | 109,981.86 | 112,181.50 | 114,425.13 | 116,713.63 | 119,047.91 | 121,428.86 |
|                  | H | 40,073     | 40,875     | 41,692     | 42,526     | 43,377     | 44,244     | 45,129     | 46,032     | 46,952     | 47,891     | 48,849     | 49,826     | 50,823     | 51,839     | 52,876     | 53,933     | 55,012     | 56,112     | 57,235     | 58,379     |
| 10               | Y | 75,775.01  | 77,290.51  | 78,836.32  | 80,413.04  | 82,021.30  | 83,661.73  | 85,334.97  | 87,041.66  | 88,782.50  | 90,558.15  | 92,369.31  | 94,216.70  | 96,101.03  | 98,023.05  | 99,983.51  | 101,983.18 | 104,022.85 | 106,103.30 | 108,225.37 | 110,389.88 |
|                  | H | 36,430     | 37,159     | 37,902     | 38,660     | 39,433     | 40,222     | 41,026     | 41,847     | 42,684     | 43,538     | 44,408     | 45,296     | 46,202     | 47,126     | 48,069     | 49,030     | 50,011     | 51,011     | 52,031     | 53,072     |
| 9                | Y | 68,886.37  | 70,264.10  | 71,669.38  | 73,102.77  | 74,564.82  | 76,056.12  | 77,577.24  | 79,128.79  | 80,711.36  | 82,325.59  | 83,972.10  | 85,651.54  | 87,364.57  | 89,111.86  | 90,894.10  | 92,711.98  | 94,566.22  | 96,457.55  | 98,386.70  | 100,354.43 |
|                  | H | 33,118     | 33,781     | 34,456     | 35,146     | 35,848     | 36,565     | 37,297     | 38,043     | 38,804     | 39,580     | 40,371     | 41,179     | 42,002     | 42,842     | 43,699     | 44,573     | 45,465     | 46,374     | 47,301     | 48,247     |
| 8                | Y | 62,623.97  | 63,876.45  | 65,153.98  | 66,457.06  | 67,786.20  | 69,141.93  | 70,524.76  | 71,935.26  | 73,373.97  | 74,841.44  | 76,338.27  | 77,865.04  | 79,422.34  | 81,010.79  | 82,631.00  | 84,283.62  | 85,969.29  | 87,688.68  | 89,442.45  | 91,231.30  |
|                  | H | 30,108     | 30,710     | 31,324     | 31,951     | 32,590     | 33,241     | 33,906     | 34,584     | 35,276     | 35,981     | 36,701     | 37,435     | 38,184     | 38,947     | 39,726     | 40,521     | 41,331     | 42,158     | 43,001     | 43,861     |
| 7                | Y | 56,930.88  | 58,069.50  | 59,230.89  | 60,415.51  | 61,623.82  | 62,856.30  | 64,113.42  | 65,395.69  | 66,703.60  | 68,037.68  | 69,398.43  | 70,786.40  | 72,202.13  | 73,646.17  | 75,119.09  | 76,621.47  | 78,153.90  | 79,716.98  | 81,311.32  | 82,937.55  |
|                  | H | 27,371     | 27,918     | 28,476     | 29,046     | 29,627     | 30,219     | 30,824     | 31,440     | 32,069     | 32,710     | 33,365     | 34,032     | 34,713     | 35,407     | 36,115     | 36,837     | 37,574     | 38,325     | 39,092     | 39,874     |
| 6                | Y | 51,755.35  | 52,790.46  | 53,846.27  | 54,923.19  | 56,021.65  | 57,142.09  | 58,284.93  | 59,450.63  | 60,639.64  | 61,852.43  | 63,089.48  | 64,351.27  | 65,638.30  | 66,951.06  | 68,290.08  | 69,655.89  | 71,049.00  | 72,469.98  | 73,919.38  | 75,397.77  |
|                  | H | 24,882     | 25,380     | 25,888     | 26,405     | 26,933     | 27,472     | 28,022     | 28,582     | 29,154     | 29,737     | 30,331     | 30,938     | 31,557     | 32,188     | 32,832     | 33,488     | 34,158     | 34,841     | 35,538     | 36,249     |
| 5                | Y | 47,050.32  | 47,991.32  | 48,951.15  | 49,930.17  | 50,928.78  | 51,947.35  | 52,986.30  | 54,046.03  | 55,126.95  | 56,229.48  | 57,354.07  | 58,501.16  | 59,671.18  | 60,864.60  | 62,081.89  | 63,323.53  | 64,590.00  | 65,881.80  | 67,199.44  | 68,543.43  |
|                  | H | 22,620     | 23,073     | 23,534     | 24,005     | 24,485     | 24,975     | 25,474     | 25,984     | 26,503     | 27,033     | 27,574     | 28,126     | 28,688     | 29,262     | 29,847     | 30,444     | 31,053     | 31,674     | 32,307     | 32,954     |
| 4                | Y | 42,773.02  | 43,628.48  | 44,501.05  | 45,391.07  | 46,298.89  | 47,224.87  | 48,169.36  | 49,132.75  | 50,115.41  | 51,117.71  | 52,140.07  | 53,182.87  | 54,246.53  | 55,331.46  | 56,438.09  | 57,566.85  | 58,718.18  | 59,892.55  | 61,090.40  | 62,312.21  |
|                  | H | 20,564     | 20,975     | 21,395     | 21,823     | 22,259     | 22,704     | 23,158     | 23,622     | 24,094     | 24,576     | 25,067     | 25,569     | 26,080     | 26,602     | 27,134     | 27,676     | 28,230     | 28,794     | 29,370     | 29,958     |
| 3                | Y | 38,884.56  | 39,662.25  | 40,455.50  | 41,264.61  | 42,089.90  | 42,931.70  | 43,790.33  | 44,666.14  | 45,559.46  | 46,470.65  | 47,400.06  | 48,348.06  | 49,315.02  | 50,301.32  | 51,307.35  | 52,333.50  | 53,380.17  | 54,447.77  | 55,536.73  | 56,647.46  |
|                  | H | 18,695     | 19,068     | 19,450     | 19,839     | 20,236     | 20,640     | 21,053     | 21,474     | 21,904     | 22,342     | 22,788     | 23,244     | 23,709     | 24,183     | 24,667     | 25,160     | 25,664     | 26,177     | 26,700     | 27,234     |
| 2                | Y | 35,349.60  | 36,056.59  | 36,777.72  | 37,513.28  | 38,263.54  | 39,028.81  | 39,809.39  | 40,605.58  | 41,417.69  | 42,246.04  | 43,090.97  | 43,952.78  | 44,831.84  | 45,728.48  | 46,643.05  | 47,575.91  | 48,527.43  | 49,497.97  | 50,487.93  | 51,497.69  |
|                  | H | 16,995     | 17,335     | 17,682     | 18,035     | 18,396     | 18,764     | 19,139     | 19,522     | 19,912     | 20,311     | 20,717     | 21,131     | 21,554     | 21,985     | 22,425     | 22,873     | 23,330     | 23,797     | 24,273     | 24,759     |
| 1                | Y | 32,136.00  | 32,778.72  | 33,434.29  | 34,102.98  | 34,785.04  | 35,480.74  | 36,190.36  | 36,914.16  | 37,652.45  | 38,405.49  | 39,173.60  | 39,957.08  | 40,756.22  | 41,571.34  | 42,402.77  | 43,250.82  | 44,115.84  | 44,998.16  | 45,898.12  | 46,816.08  |
|                  | H | 15,450     | 15,759     | 16,074     | 16,396     | 16,724     | 17,058     | 17,399     | 17,747     | 18,102     | 18,464     | 18,833     | 19,210     | 19,594     | 19,986     | 20,386     | 20,794     | 21,210     | 21,634     | 22,066     | 22,508     |

# APPENDIX A

## NEBRASKA ASSOCIATION OF PUBLIC EMPLOYEES

### JOB CLASSIFICATIONS/EMPLOYEES INCLUDED IN THE BARGAINING UNIT

| <b>ADMINISTRATION</b>                    |   |
|--|---|
| <u>Job Code</u>                          | <u>Job Classification and Pay Grade (PG)</u>                                      |
| EDB 401                                  | Administrative Associate I – PG 1   |
| EDB 402                                  | Administrative Associate II – PG 2  |
| EDB 403                                  | Administrative Associate III – PG 3   |
| EDB 404                                  | Administrative Associate IV – PG 4  |
| EDB 405                                  | Administrative Specialist I – PG 5  |
| EDB 406                                  | Administrative Specialist II – PG 6   |
| <del>EDB 800</del>                       | <del>Central Accounting Associate – PG 4</del>                                    |
| <del>EDB 150</del>                       | <del>Multimedia Specialist – PG 6</del>   |
| <del>EDB 141</del>                       | <del>Project Manager – PG 10</del>  |
| <b>DISABILITY DETERMINATION SERVICES</b> |   |
| <u>Job Code</u>                          | <u>Job Classification and Pay Grade (PG)</u>                                      |
| <del>EDB 505</del>                       | <del>DDS Hearings Officer</del>   |
| <del>EDB 502</del>                       | <del>Disability Adjudicator I</del>   |
| EDB 503                                  | Disability Adjudicator II<br>DDS Examiner – PG 6                                  |
| EDB 504                                  | Disability Adjudicator III<br>DDS Examiner Specialist – PG 7                      |
| <del>EDB 504</del>                       | <del>Disability Adjudicator Trainee</del>   |
| EDB 900                                  | Internal Quality Assurance Examiner<br>DDS Examiner Specialist Advanced –<br>PG 9 |
| <b>EDUCATION SERVICES</b>                |   |
| <u>Job Code</u>                          | <u>Job Classification and Pay Grade (PG)</u>                                      |
| EDB 201                                  | Education Specialist I – PG 6   |
| EDB 202                                  | Education Specialist II – PG 7  |
| EDB 203                                  | Education Specialist III – PG 9   |
| EDB 204                                  | Education Specialist IV – PG 11   |
| <b>INFORMATION TECHNOLOGY</b>            |   |
| <u>Job Code</u>                          | <u>Job Classification and Pay Grade (PG)</u>                                      |
| EDB 101                                  | IT Applications Developer – PG 8  |
| EDB 102                                  | IT Applications Developer Senior – PG<br>10                                       |
| <del>EDB 103</del>                       | <del>IT Applications Developer Lead</del>   |
| EDB 111                                  | IT Data/Database Analyst – PG 8   |
| EDB 112                                  | IT Data/Database Analyst Senior – PG<br>10  |
| EDB 131                                  | Help Desk Specialist – PG 5   |
| EDB 121                                  | IT Infrastructure Support Technician –<br>PG 5                                    |
| EDB 122                                  | IT Infrastructure Support Analyst – PG 7  |
| EDB 123                                  | IT Infrastructure Support Analyst Senior<br>– PG 9                                |
| EDB 041                                  | Statistical Research Specialist – PG 10   |
| EDB 160                                  | Web Developer – PG 9  |

| <b>OFFICE SERVICES</b>           |   |
|----------------------------------|---|
| <u>Job Code</u>                  | <u>Job Classification and Pay Grade (PG)</u>  |
| EDB 701                          | Office Associate I – PG 1                     |
| EDB 702                          | Office Associate II – PG 2                    |
| EDB 703                          | Office Associate III – PG 3                   |
| EDB 704                          | Office Associate IV – PG 4                    |
| <b>PROGRAM SERVICES</b>          |   |
| <u>Job Code</u>                  | <u>Job Classification and Pay Grade (PG)</u>  |
| EDB 301                          | Program Associate I – PG 1                    |
| EDB 302                          | Program Associate II – PG 2                   |
| EDB 303                          | Program Associate III – PG 3                  |
| EDB 304                          | Program Associate IV – PG 4                   |
| EDB 305                          | Program Specialist I – PG 5                   |
| EDB 306                          | Program Specialist II – PG 7                  |
| EDB 307                          | Program Specialist III – PG 9                 |
| <b>VOCATIONAL REHABILITATION</b> |   |
| <u>Job Code</u>                  | <u>Job Classification and Pay Grade (PG)</u>  |
| EDB 601                          | VR Associate – PG 2                           |
| EDB 602                          | VR Senior Associate – PG 3                    |
| <del>EDB 603</del>               | <del>VR Service Specialist</del>              |
| EDB 604                          | VR Senior Service Specialist – PG<br>5        |
| <del>EDB 605</del>               | <del>VR Rehabilitation Specialist</del>       |
| EDB 606                          | VR Senior Rehabilitation Specialist<br>– PG 7 |



**Appendix B: NDE Pay Structure for June 30, 2025 – June 28, 2026**  
 Calculations based on the hourly rate with the annual (2080 hours) calculated relative to the hourly rate.

| Pay Grade & Step |   | Step 1      | Step 2      | Step 3      | Step 4      | Step 5      | Step 6      | Step 7      | Step 8      | Step 9      | Step 10     | Step 11     | Step 12     | Step 13     | Step 14     | Step 15     | Step 16     | Step 17     | Step 18     | Step 19     | Step 20     |
|------------------|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 1                | H | 15.643      | 15.956      | 16.275      | 16.601      | 16.933      | 17.271      | 17.616      | 17.969      | 18.328      | 18.695      | 19.068      | 19.450      | 19.839      | 20.236      | 20.641      | 21.054      | 21.475      | 21.904      | 22.342      | 22.789      |
|                  | Y | 32,537.70   | 33,188.45   | 33,851.84   | 34,529.98   | 35,220.74   | 35,924.15   | 36,642.29   | 37,375.18   | 38,122.81   | 38,885.18   | 39,662.30   | 40,456.26   | 41,264.96   | 42,090.52   | 42,932.92   | 43,792.16   | 44,668.26   | 45,561.20   | 46,471.00   | 47,401.85   |
| 2                | H | 17.207      | 17.552      | 17.903      | 18.260      | 18.626      | 18.999      | 19.378      | 19.766      | 20.161      | 20.565      | 20.976      | 21.395      | 21.823      | 22.260      | 22.705      | 23.159      | 23.622      | 24.094      | 24.576      | 25.068      |
|                  | Y | 35,791.47   | 36,507.51   | 37,238.29   | 37,981.71   | 38,741.98   | 39,516.98   | 40,306.73   | 41,113.33   | 41,934.67   | 42,774.97   | 43,630.00   | 44,501.89   | 45,392.72   | 46,300.41   | 47,227.05   | 48,170.54   | 49,132.98   | 50,116.48   | 51,118.94   | 52,142.45   |
| 3                | H | 18.929      | 19.306      | 19.693      | 20.087      | 20.489      | 20.898      | 21.316      | 21.742      | 22.178      | 22.621      | 23.073      | 23.535      | 24.005      | 24.485      | 24.975      | 25.475      | 25.985      | 26.504      | 27.034      | 27.574      |
|                  | Y | 39,371.67   | 40,157.21   | 40,961.70   | 41,780.93   | 42,617.02   | 43,467.84   | 44,337.62   | 45,224.24   | 46,129.82   | 47,052.25   | 47,991.53   | 48,951.86   | 49,931.15   | 50,929.40   | 51,948.70   | 52,986.96   | 54,048.38   | 55,128.76   | 56,230.20   | 57,354.80   |
| 4                | H | 20.821      | 21.237      | 21.662      | 22.096      | 22.537      | 22.988      | 23.447      | 23.917      | 24.395      | 24.883      | 25.380      | 25.889      | 26.406      | 26.935      | 27.473      | 28.022      | 28.583      | 29.154      | 29.737      | 30.332      |
|                  | Y | 43,307.78   | 44,173.35   | 45,057.87   | 45,959.24   | 46,877.45   | 47,814.62   | 48,770.75   | 49,747.93   | 50,741.96   | 51,757.06   | 52,791.10   | 53,848.31   | 54,924.48   | 56,023.81   | 57,144.20   | 58,285.66   | 59,452.38   | 60,640.16   | 61,853.22   | 63,091.55   |
| 5                | H | 22.903      | 23.361      | 23.828      | 24.305      | 24.791      | 25.287      | 25.792      | 26.309      | 26.834      | 27.371      | 27.919      | 28.478      | 29.047      | 29.628      | 30.220      | 30.825      | 31.441      | 32.070      | 32.711      | 33.366      |
|                  | Y | 47,637.72   | 48,591.74   | 49,562.60   | 50,554.53   | 51,565.41   | 52,597.35   | 53,648.24   | 54,722.30   | 55,815.32   | 56,931.50   | 58,070.84   | 59,233.36   | 60,416.93   | 61,625.77   | 62,857.78   | 64,115.06   | 65,397.62   | 66,705.44   | 68,038.54   | 69,401.12   |
| 6                | H | 25.193      | 25.697      | 26.212      | 26.735      | 27.270      | 27.815      | 28.372      | 28.939      | 29.518      | 30.109      | 30.710      | 31.325      | 31.951      | 32.590      | 33.242      | 33.907      | 34.585      | 35.277      | 35.982      | 36.702      |
|                  | Y | 52,401.49   | 53,450.28   | 54,520.13   | 55,608.93   | 56,720.90   | 57,856.03   | 59,014.33   | 60,193.69   | 61,398.32   | 62,626.12   | 63,877.09   | 65,155.43   | 66,459.04   | 67,787.93   | 69,144.19   | 70,525.73   | 71,936.75   | 73,375.15   | 74,843.03   | 76,340.39   |
| 7                | H | 27.713      | 28.267      | 28.832      | 29.409      | 29.997      | 30.597      | 31.209      | 31.833      | 32.470      | 33.119      | 33.782      | 34.457      | 35.147      | 35.850      | 36.566      | 37.297      | 38.044      | 38.804      | 39.581      | 40.372      |
|                  | Y | 57,643.33   | 58,795.31   | 59,970.46   | 61,170.88   | 62,394.46   | 63,641.21   | 64,915.34   | 66,212.64   | 67,537.31   | 68,887.26   | 70,266.69   | 71,671.39   | 73,105.58   | 74,567.14   | 76,058.19   | 77,578.72   | 79,130.84   | 80,712.45   | 82,327.75   | 83,974.64   |
| 8                | H | 30.484      | 31.094      | 31.716      | 32.350      | 32.997      | 33.657      | 34.330      | 35.016      | 35.717      | 36.431      | 37.160      | 37.903      | 38.661      | 39.434      | 40.223      | 41.028      | 41.848      | 42.685      | 43.539      | 44.409      |
|                  | Y | 63,407.45   | 64,675.26   | 65,968.34   | 67,288.81   | 68,634.54   | 70,005.55   | 71,406.04   | 72,833.90   | 74,291.26   | 75,775.99   | 77,292.31   | 78,838.11   | 80,415.50   | 82,022.38   | 83,662.96   | 85,337.23   | 87,043.09   | 88,784.75   | 90,560.11   | 92,371.27   |
| 9                | H | 33.532      | 34.203      | 34.887      | 35.585      | 36.296      | 37.022      | 37.763      | 38.519      | 39.289      | 40.075      | 40.876      | 41.694      | 42.527      | 43.378      | 44.245      | 45.130      | 46.033      | 46.954      | 47.892      | 48.850      |
|                  | Y | 69,746.51   | 71,142.79   | 72,564.34   | 74,017.48   | 75,495.89   | 77,005.89   | 78,547.48   | 80,118.56   | 81,721.22   | 83,355.48   | 85,021.33   | 86,722.97   | 88,456.21   | 90,225.25   | 92,030.09   | 93,870.74   | 95,749.29   | 97,663.64   | 99,615.91   | 101,608.18  |
| 10               | H | 36.885      | 37.623      | 38.376      | 39.143      | 39.926      | 40.725      | 41.539      | 42.370      | 43.218      | 44.082      | 44.963      | 45.862      | 46.780      | 47.715      | 48.670      | 49.643      | 50.636      | 51.649      | 52.681      | 53.735      |
|                  | Y | 76,721.58   | 78,256.85   | 79,821.61   | 81,417.96   | 83,045.90   | 84,707.53   | 86,400.76   | 88,129.78   | 89,892.50   | 91,691.03   | 93,523.25   | 95,393.38   | 97,301.41   | 99,247.36   | 101,233.31  | 103,257.18  | 105,323.17  | 107,429.17  | 109,577.29  | 111,769.63  |
| 11               | H | 40.574      | 41.386      | 42.213      | 43.058      | 43.919      | 44.797      | 45.693      | 46.607      | 47.539      | 48.490      | 49.460      | 50.449      | 51.458      | 52.487      | 53.537      | 54.607      | 55.700      | 56.813      | 57.950      | 59.109      |
|                  | Y | 84,393.74   | 86,082.75   | 87,803.35   | 89,559.76   | 91,351.96   | 93,177.86   | 95,041.67   | 96,943.39   | 98,880.91   | 100,858.45  | 102,875.99  | 104,933.56  | 107,033.24  | 109,172.93  | 111,356.86  | 113,582.90  | 115,855.27  | 118,171.87  | 120,536.91  | 122,946.17  |
| 12               | H | 44.632      | 45.524      | 46.435      | 47.364      | 48.310      | 49.277      | 50.263      | 51.268      | 52.294      | 53.339      | 54.406      | 55.494      | 56.604      | 57.736      | 58.890      | 60.069      | 61.269      | 62.496      | 63.745      | 65.020      |
|                  | Y | 92,834.59   | 94,689.97   | 96,585.37   | 98,516.57   | 100,485.68  | 102,496.91  | 104,546.05  | 106,637.31  | 108,770.69  | 110,944.08  | 113,163.80  | 115,427.75  | 117,735.93  | 120,090.44  | 122,491.28  | 124,942.66  | 127,440.38  | 129,990.74  | 132,589.55  | 135,241.00  |
| 13               | H | 49.095      | 50.076      | 51.079      | 52.100      | 53.142      | 54.204      | 55.289      | 56.394      | 57.522      | 58.673      | 59.846      | 61.044      | 62.264      | 63.509      | 64.780      | 66.075      | 67.397      | 68.745      | 70.120      | 71.522      |
|                  | Y | 102,117.83  | 104,158.55  | 106,243.49  | 108,368.44  | 110,535.52  | 112,744.71  | 115,000.24  | 117,299.99  | 119,646.07  | 122,040.59  | 124,479.34  | 126,970.74  | 129,508.47  | 132,098.85  | 134,741.88  | 137,435.45  | 140,185.89  | 142,988.98  | 145,848.92  | 148,765.73  |
| 14               | H | 54.005      | 55.084      | 56.186      | 57.310      | 58.456      | 59.625      | 60.818      | 62.034      | 63.274      | 64.540      | 65.831      | 67.148      | 68.491      | 69.860      | 71.258      | 72.682      | 74.136      | 75.620      | 77.131      | 78.674      |
|                  | Y | 112,329.83  | 114,574.82  | 116,866.15  | 119,203.81  | 121,587.80  | 124,020.23  | 126,501.10  | 129,030.41  | 131,610.26  | 134,242.76  | 136,927.91  | 139,667.81  | 142,460.37  | 145,309.79  | 148,216.07  | 151,179.21  | 154,203.43  | 157,288.72  | 160,432.97  | 163,642.52  |
| 15               | H | 59.404      | 60.593      | 61.805      | 63.041      | 64.302      | 65.588      | 66.899      | 68.237      | 69.602      | 70.994      | 72.414      | 73.862      | 75.339      | 76.847      | 78.384      | 79.951      | 81.550      | 83.181      | 84.844      | 86.541      |
|                  | Y | 123,561.13  | 126,033.57  | 128,554.45  | 131,125.88  | 133,747.85  | 136,422.47  | 139,149.74  | 141,933.87  | 144,772.76  | 147,668.51  | 150,621.12  | 153,632.70  | 156,705.35  | 159,841.19  | 163,038.10  | 166,298.18  | 169,623.56  | 173,016.32  | 176,476.48  | 180,006.14  |
| 16               | H | 65.345      | 66.652      | 67.985      | 69.345      | 70.732      | 72.147      | 73.590      | 75.061      | 76.562      | 78.093      | 79.655      | 81.248      | 82.873      | 84.531      | 86.221      | 87.946      | 89.705      | 91.499      | 93.329      | 95.195      |
|                  | Y | 135,917.03  | 138,635.87  | 141,409.48  | 144,237.83  | 147,123.05  | 150,065.14  | 153,066.19  | 156,126.20  | 159,249.40  | 162,433.67  | 165,683.23  | 168,995.97  | 172,376.10  | 175,823.62  | 179,340.64  | 182,927.16  | 186,587.39  | 190,317.11  | 194,124.76  | 198,006.12  |
| 17               | H | 71.879      | 73.317      | 74.783      | 76.280      | 77.805      | 79.361      | 80.948      | 82.567      | 84.219      | 85.903      | 87.621      | 89.373      | 91.160      | 92.984      | 94.844      | 96.740      | 98.675      | 100.649     | 102.662     | 104.715     |
|                  | Y | 149,509.15  | 152,499.67  | 155,549.16  | 158,661.83  | 161,833.46  | 165,070.39  | 168,372.59  | 171,740.09  | 175,174.97  | 178,677.25  | 182,251.13  | 185,896.62  | 189,613.71  | 193,406.62  | 197,275.34  | 201,219.88  | 205,244.44  | 209,349.04  | 213,537.87  | 217,806.73  |
| 18               | H | 79.068      | 80.649      | 82.262      | 83.907      | 85.586      | 87.297      | 89.043      | 90.824      | 92.641      | 94.494      | 96.383      | 98.311      | 100.277     | 102.283     | 104.328     | 106.415     | 108.543     | 110.714     | 112.928     | 115.187     |
|                  | Y | 164,461.75  | 167,749.22  | 171,104.08  | 174,526.33  | 178,018.07  | 181,577.21  | 185,210.06  | 188,914.52  | 192,692.68  | 196,546.66  | 200,476.46  | 204,486.28  | 208,576.13  | 212,748.12  | 217,002.24  | 221,342.71  | 225,769.52  | 230,284.78  | 234,890.60  | 239,589.09  |
| 19               | H | 86.975      | 88.714      | 90.488      | 92.298      | 94.144      | 96.027      | 97.947      | 99.906      | 101.904     | 103.942     | 106.022     | 108.142     | 110.305     | 112.511     | 114.761     | 117.056     | 119.397     | 121.786     | 124.221     | 126.705     |
|                  | Y | 180,907.51  | 184,525.61  | 188,215.33  | 191,980.85  | 195,820.09  | 199,735.15  | 203,730.23  | 207,805.34  | 211,960.48  | 216,199.85  | 220,525.58  | 224,935.54  | 229,433.96  | 234,022.93  | 238,702.46  | 243,476.77  | 248,345.84  | 253,313.89  | 258,378.82  | 263,546.95  |
| 20               | H | 95.672      | 97.586      | 99.537      | 101.527     | 103.559     | 105.629     | 107.742     | 109.897     | 112.095     | 114.337     | 116.624     | 118.956     | 121.335     | 123.762     | 126.237     | 128.762     | 131.337     | 133.964     | 136.643     | 139.376     |
|                  | Y | 198,998.046 | 202,978.386 | 207,036.648 | 211,177.044 | 215,401.680 | 219,708.450 | 224,103.672 | 228,585.240 | 233,157.366 | 237,820.050 | 242,577.504 | 247,427.622 | 252,376.722 | 257,424.804 | 262,573.974 | 267,824.232 | 273,181.896 | 278,644.860 | 284,217.336 | 289,901.430 |



## Appendix C: NDE Pay Structure for June 29, 2026 – June 27, 2027

Calculations based on the hourly rate with the annual (2080 hours) calculated relative to the hourly rate.

| Pay Grade & Step |   | Step 1      | Step 2      | Step 3      | Step 4      | Step 5      | Step 6      | Step 7      | Step 8      | Step 9      | Step 10     | Step 11     | Step 12     | Step 13     | Step 14     | Step 15     | Step 16     | Step 17     | Step 18     | Step 19     | Step 20     |
|------------------|---|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| 1                | H | 15.839      | 16.155      | 16.478      | 16.808      | 17.145      | 17.487      | 17.837      | 18.193      | 18.557      | 18.928      | 19.307      | 19.693      | 20.087      | 20.489      | 20.899      | 21.317      | 21.744      | 22.178      | 22.621      | 23.074      |
|                  | Y | 32,944.42   | 33,603.31   | 34,274.99   | 34,961.60   | 35,661.00   | 36,373.20   | 37,100.32   | 37,842.37   | 38,599.35   | 39,371.25   | 40,158.08   | 40,961.96   | 41,780.78   | 42,616.65   | 43,469.58   | 44,339.57   | 45,226.61   | 46,130.72   | 47,051.88   | 47,994.37   |
| 2                | H | 17.423      | 17.771      | 18.127      | 18.489      | 18.859      | 19.236      | 19.620      | 20.013      | 20.413      | 20.822      | 21.238      | 21.663      | 22.096      | 22.538      | 22.989      | 23.448      | 23.917      | 24.396      | 24.884      | 25.382      |
|                  | Y | 36,238.86   | 36,963.85   | 37,703.77   | 38,456.48   | 39,226.25   | 40,010.95   | 40,810.57   | 41,627.25   | 42,458.86   | 43,309.65   | 44,175.38   | 45,058.16   | 45,960.13   | 46,879.17   | 47,817.39   | 48,772.67   | 49,747.14   | 50,742.94   | 51,757.92   | 52,794.23   |
| 3                | H | 19.165      | 19.548      | 19.939      | 20.338      | 20.745      | 21.159      | 21.583      | 22.014      | 22.455      | 22.904      | 23.361      | 23.829      | 24.305      | 24.791      | 25.288      | 25.793      | 26.310      | 26.836      | 27.372      | 27.919      |
|                  | Y | 39,863.82   | 40,659.17   | 41,473.72   | 42,303.20   | 43,149.73   | 44,011.19   | 44,891.84   | 45,789.55   | 46,706.45   | 47,640.41   | 48,591.42   | 49,563.76   | 50,555.29   | 51,566.02   | 52,598.06   | 53,649.30   | 54,723.99   | 55,817.87   | 56,933.08   | 58,071.74   |
| 4                | H | 21.081      | 21.503      | 21.933      | 22.372      | 22.819      | 23.275      | 23.741      | 24.216      | 24.700      | 25.194      | 25.698      | 26.212      | 26.736      | 27.271      | 27.817      | 28.372      | 28.940      | 29.518      | 30.109      | 30.712      |
|                  | Y | 43,849.13   | 44,725.52   | 45,621.09   | 46,533.73   | 47,463.42   | 48,412.31   | 49,380.38   | 50,369.78   | 51,376.24   | 52,404.02   | 53,450.99   | 54,521.42   | 55,611.04   | 56,724.11   | 57,858.51   | 59,014.23   | 60,195.53   | 61,398.17   | 62,626.39   | 63,880.19   |
| 5                | H | 23.189      | 23.653      | 24.126      | 24.609      | 25.101      | 25.603      | 26.115      | 26.638      | 27.170      | 27.713      | 28.268      | 28.834      | 29.410      | 29.998      | 30.598      | 31.210      | 31.834      | 32.471      | 33.120      | 33.783      |
|                  | Y | 48,233.19   | 49,199.13   | 50,182.14   | 51,186.46   | 52,209.98   | 53,254.82   | 54,318.85   | 55,406.33   | 56,513.01   | 57,643.14   | 58,796.73   | 59,973.77   | 61,172.14   | 62,396.09   | 63,643.50   | 64,916.50   | 66,215.09   | 67,539.26   | 68,889.02   | 70,268.64   |
| 6                | H | 25.508      | 26.018      | 26.539      | 27.069      | 27.611      | 28.163      | 28.727      | 29.301      | 29.887      | 30.485      | 31.094      | 31.716      | 32.351      | 32.998      | 33.658      | 34.330      | 35.017      | 35.717      | 36.432      | 37.161      |
|                  | Y | 53,056.51   | 54,118.41   | 55,201.63   | 56,304.04   | 57,429.91   | 58,579.23   | 59,752.01   | 60,946.11   | 62,165.80   | 63,408.95   | 64,675.55   | 65,969.87   | 67,289.78   | 68,635.28   | 70,008.49   | 71,407.30   | 72,835.96   | 74,292.34   | 75,778.57   | 77,294.65   |
| 7                | H | 28.060      | 28.620      | 29.192      | 29.777      | 30.372      | 30.979      | 31.599      | 32.231      | 32.876      | 33.533      | 34.204      | 34.888      | 35.586      | 36.298      | 37.024      | 37.764      | 38.519      | 39.289      | 40.075      | 40.877      |
|                  | Y | 58,363.87   | 59,530.25   | 60,720.09   | 61,935.51   | 63,174.39   | 64,436.73   | 65,726.79   | 67,040.30   | 68,381.53   | 69,748.35   | 71,145.02   | 72,567.28   | 74,019.40   | 75,499.23   | 77,008.92   | 78,548.46   | 80,119.98   | 81,721.36   | 83,356.85   | 85,024.33   |
| 8                | H | 30.865      | 31.483      | 32.112      | 32.755      | 33.410      | 34.077      | 34.759      | 35.454      | 36.163      | 36.886      | 37.624      | 38.377      | 39.145      | 39.927      | 40.725      | 41.540      | 42.371      | 43.219      | 44.083      | 44.964      |
|                  | Y | 64,200.04   | 65,483.70   | 66,792.95   | 68,129.92   | 69,492.47   | 70,880.62   | 72,298.61   | 73,744.33   | 75,219.90   | 76,723.19   | 78,258.46   | 79,823.59   | 81,420.70   | 83,047.66   | 84,708.74   | 86,403.94   | 88,131.12   | 89,894.56   | 91,692.11   | 93,525.91   |
| 9                | H | 33.951      | 34.631      | 35.323      | 36.030      | 36.750      | 37.485      | 38.235      | 39.000      | 39.780      | 40.576      | 41.387      | 42.215      | 43.059      | 43.920      | 44.798      | 45.694      | 46.609      | 47.541      | 48.491      | 49.461      |
|                  | Y | 70,618.34   | 72,032.07   | 73,471.39   | 74,942.69   | 76,439.59   | 77,968.46   | 79,529.33   | 81,120.04   | 82,742.74   | 84,397.42   | 86,084.09   | 87,807.01   | 89,561.91   | 91,353.07   | 93,180.47   | 95,044.12   | 96,946.16   | 98,884.44   | 100,861.10  | 102,878.28  |
| 10               | H | 37.346      | 38.094      | 38.855      | 39.633      | 40.425      | 41.234      | 42.058      | 42.900      | 43.758      | 44.633      | 45.525      | 46.435      | 47.364      | 48.312      | 49.278      | 50.263      | 51.269      | 52.294      | 53.340      | 54.407      |
|                  | Y | 77,680.60   | 79,235.06   | 80,819.38   | 82,435.68   | 84,083.97   | 85,766.38   | 87,480.77   | 89,231.40   | 91,016.16   | 92,837.17   | 94,692.29   | 96,585.79   | 98,517.68   | 100,487.95  | 102,498.73  | 104,547.89  | 106,639.71  | 108,772.03  | 110,947.00  | 113,166.75  |
| 11               | H | 41.081      | 41.903      | 42.741      | 43.596      | 44.468      | 45.357      | 46.264      | 47.190      | 48.133      | 49.096      | 50.078      | 51.079      | 52.102      | 53.143      | 54.206      | 55.290      | 56.396      | 57.524      | 58.675      | 59.848      |
|                  | Y | 85,448.66   | 87,158.78   | 88,900.89   | 90,679.25   | 92,493.86   | 94,342.59   | 96,229.69   | 98,155.18   | 100,116.92  | 102,119.18  | 104,161.94  | 106,245.23  | 108,371.15  | 110,537.60  | 112,748.82  | 115,002.68  | 117,303.46  | 119,649.02  | 122,043.62  | 124,483.00  |
| 12               | H | 45.190      | 46.093      | 47.016      | 47.956      | 48.914      | 49.893      | 50.891      | 51.909      | 52.947      | 54.005      | 55.086      | 56.188      | 57.311      | 58.457      | 59.626      | 60.819      | 62.035      | 63.277      | 64.542      | 65.832      |
|                  | Y | 93,995.02   | 95,873.60   | 97,792.69   | 99,748.03   | 101,741.76  | 103,778.13  | 105,852.88  | 107,970.28  | 110,130.32  | 112,330.88  | 114,578.35  | 116,870.60  | 119,207.63  | 121,591.57  | 124,022.42  | 126,504.45  | 129,033.38  | 131,615.63  | 134,246.92  | 136,931.51  |
| 13               | H | 49.709      | 50.702      | 51.717      | 52.751      | 53.806      | 54.882      | 55.980      | 57.099      | 58.241      | 59.407      | 60.594      | 61.807      | 63.042      | 64.303      | 65.589      | 66.901      | 68.240      | 69.604      | 70.996      | 72.416      |
|                  | Y | 103,394.31  | 105,460.53  | 107,571.53  | 109,723.05  | 111,917.21  | 114,154.02  | 116,437.74  | 118,766.24  | 121,141.65  | 123,566.10  | 126,035.33  | 128,557.87  | 131,127.33  | 133,750.09  | 136,426.15  | 139,153.40  | 141,938.21  | 144,776.34  | 147,672.04  | 150,625.31  |
| 14               | H | 54.680      | 55.773      | 56.888      | 58.026      | 59.186      | 60.370      | 61.578      | 62.809      | 64.065      | 65.347      | 66.654      | 67.987      | 69.347      | 70.734      | 72.148      | 73.591      | 75.063      | 76.565      | 78.095      | 79.658      |
|                  | Y | 113,733.95  | 116,007.01  | 118,326.98  | 120,693.86  | 123,107.65  | 125,570.49  | 128,082.37  | 130,643.29  | 133,255.39  | 135,920.79  | 138,639.51  | 141,413.66  | 144,241.12  | 147,126.16  | 150,068.77  | 153,068.95  | 156,130.97  | 159,254.82  | 162,438.39  | 165,688.05  |
| 15               | H | 60.147      | 61.350      | 62.578      | 63.829      | 65.106      | 66.408      | 67.735      | 69.090      | 70.472      | 71.882      | 73.319      | 74.785      | 76.281      | 77.807      | 79.363      | 80.950      | 82.569      | 84.221      | 85.905      | 87.623      |
|                  | Y | 125,105.64  | 127,608.99  | 130,161.38  | 132,764.95  | 135,419.70  | 138,127.75  | 140,889.11  | 143,708.04  | 146,582.42  | 149,514.36  | 152,503.88  | 155,553.11  | 158,664.17  | 161,839.20  | 165,076.07  | 168,376.91  | 171,743.85  | 175,179.03  | 178,682.44  | 182,256.21  |
| 16               | H | 66.162      | 67.485      | 68.835      | 70.212      | 71.616      | 73.049      | 74.509      | 75.999      | 77.519      | 79.069      | 80.651      | 82.264      | 83.909      | 85.587      | 87.299      | 89.045      | 90.827      | 92.642      | 94.496      | 96.385      |
|                  | Y | 137,615.99  | 140,368.82  | 143,177.09  | 146,040.81  | 148,962.09  | 151,940.95  | 154,979.51  | 158,077.78  | 161,240.02  | 164,464.09  | 167,754.27  | 171,108.42  | 174,530.80  | 178,021.42  | 181,582.40  | 185,213.75  | 188,919.73  | 192,696.08  | 196,551.32  | 200,481.20  |
| 17               | H | 72.778      | 74.234      | 75.718      | 77.233      | 78.777      | 80.353      | 81.960      | 83.599      | 85.271      | 86.976      | 88.716      | 90.491      | 92.300      | 94.146      | 96.029      | 97.950      | 99.909      | 101.907     | 103.946     | 106.024     |
|                  | Y | 151,378.02  | 154,405.92  | 157,493.52  | 160,645.10  | 163,856.38  | 167,133.77  | 170,477.25  | 173,886.84  | 177,364.66  | 180,910.72  | 184,529.27  | 188,220.33  | 191,983.88  | 195,824.20  | 199,741.28  | 203,735.12  | 207,810.00  | 211,965.90  | 216,207.09  | 220,529.32  |
| 18               | H | 80.057      | 81.657      | 83.290      | 84.956      | 86.655      | 88.388      | 90.156      | 91.960      | 93.799      | 95.675      | 97.588      | 99.540      | 101.530     | 103.561     | 105.632     | 107.745     | 109.900     | 112.098     | 114.340     | 116.627     |
|                  | Y | 166,517.52  | 169,846.08  | 173,242.88  | 176,707.91  | 180,243.30  | 183,846.93  | 187,525.19  | 191,275.95  | 195,101.34  | 199,003.50  | 202,982.41  | 207,042.36  | 211,183.34  | 215,407.47  | 219,714.77  | 224,109.49  | 228,591.64  | 233,163.34  | 237,826.74  | 242,583.95  |
| 19               | H | 88.062      | 89.823      | 91.619      | 93.452      | 95.321      | 97.227      | 99.172      | 101.155     | 103.178     | 105.242     | 107.347     | 109.494     | 111.684     | 113.917     | 116.195     | 118.519     | 120.890     | 123.308     | 125.773     | 128.289     |
|                  | Y | 183,168.85  | 186,832.18  | 190,568.02  | 194,380.61  | 198,267.84  | 202,231.84  | 206,276.86  | 210,402.90  | 214,609.98  | 218,902.35  | 223,282.15  | 227,747.24  | 232,301.88  | 236,948.22  | 241,686.24  | 246,520.23  | 251,450.16  | 256,480.32  | 261,608.56  | 266,841.28  |
| 20               | H | 96.868      | 98.806      | 100.781     | 102.797     | 104.853     | 106.949     | 109.089     | 111.270     | 113.496     | 115.766     | 118.082     | 120.443     | 122.852     | 125.309     | 127.815     | 130.371     | 132.979     | 135.638     | 138.351     | 141.118     |
|                  | Y | 201,485.522 | 205,515.616 | 209,624.606 | 213,816.757 | 218,094.201 | 222,454.806 | 226,904.968 | 231,442.556 | 236,071.833 | 240,792.801 | 245,609.723 | 250,520.467 | 255,531.431 | 260,642.614 | 265,856.149 | 271,172.035 | 276,596.670 | 282,127.921 | 287,770.053 | 293,525.198 |

**Summary of Changes in the  
2025-2027 NDE-NAPE/AFSCME Bargaining Tentative Agreement  
1/30/2025**

**Article 1 – Preamble**

- Revised effective dates of the agreement (§1.1, p. 1)

**Article 2 – Management Rights**

- No changes

**Article 3 – NAPE/AFSCME**

- No changes

**Article 4 – Personnel File Information**

- No changes

**Article 5 – Performance Appraisals**

- Defined Performance Management (new section §5.1, p. 10)
- Set out Performance Standards and Expectations (new section §5.2 and §5.2A, p. 10)
- Clarified that performance evaluations be kept electronically (§5.3, p. 10)
- Set a deadline of April 1<sup>st</sup> for performance evaluations to be done (§5.3C, p. 10)
- Created an appeal process for employees who receive unsatisfactory performance evaluations (new section §5.7, p. 11)

**Article 6 – Probationary Periods**

- Clarified that probationary period is original probation (§6.2, p. 12)
- Removed job positions that are not covered by the bargaining agreement (§§6.2A and 6.2B, p. 12)

**Article 7 – Schedule Workweek and Hours**

- No changes

**Article 8 – Overtime**

- Revised effective dates (§8.2B, p. 16)

**Article 9 – Travel**

- No changes

**Article 10 – Job Classification Plan**

- No changes

**Article 11 – Vacancies, Reclassifications and Demotions**

- Updated job titles that do not require the reclassification process (§11.2A, p. 21)
- Updated current term used for promotional/lateral probation (§11.3, p. 22)

## **Article 12 – Employee Education Opportunities**

- No changes

## **Article 13 – Salary**

- Removed term no longer used (§13.3, p. 26)
- Increased pay structure by 1.25% on June 30, 2025; and 1.25% on June 29, 2026. (§13.4, p. 26)
- Increased wages by a step(2%) for regular employees who have completed original probation by June 23, 2025, with a satisfactory performance review, on June 30, 2025; and by a step (2%) for regular employees who have completed original probation by June 22, 2026, with a satisfactory performance review, on June 29, 2026. Regular employees without a performance evaluation completed by April 1<sup>st</sup> are considered to meet expectations and receive the 2% step (§13.5, p. 26-27)
- Revised effective dates (§13.5A, p. 27)
- Added pay differential of \$1.75 per hour for multilingual employees, clarified requirements and assignments (§13.5E, p. 27)
- Removed horizontal movement, which are salary increases for employees outside of the regular annual increases (§13.6, p. 27)

## **Article 14 – Insurance Benefits**

- Revised effective dates, simplified definition of part time and full time (§§14.1 and 14.3, p. 30-31)
- Referred to State Personnel definition for eligibility criteria for COBRA (§14.4, p. 31)

## **Article 15 – Leave and Holidays**

- Stated any vacation leave advancement request will not be unreasonably denied (§15.5C, p. 37)
- Referred to Neb. Rev. Stat. §84-1511(4) regarding retirement seminars (§15.5, p. 40-41)
- Allowed employees to donate sick leave for catastrophic leave, up to 16 hours per request, and removed name of person requesting catastrophic leave (§§15.18 and 15.18B3 p. 43-44)
- Removed reference to Veterans Day being on a Saturday or Sunday (§15.20B, p. 45)
- Expanded Maternal Leave Donation to Parental Leave Donations, allowed employees to donate sick leave, up to 16 hours per request, and removed name of person requesting parental leave (§§15.23 and 15.23B, p. 45-46)
- Clarified that no more than 480 hours may be used between paid maternity leave, accrued sick leave, parental leave donations and vacation leave (§15.23B1, p. 46)
- Clarified eligibility of donor to include sick leave (§15.23C, p. 46)
- Provided for up to 6 weeks of paid maternity leave to birth mothers who are eligible for FMLA (§15.24, p. 46)

## **Article 16 – Layoff, Recall, and Resignation**

- No changes

## **Article 17 – Grievance Procedure**

- No changes

## **Article 18 – Corrective and Disciplinary Actions**

- No changes

## **Article 19 – Definitions**

- Correct a reference from Article 16 to 18 (§19.16, p. 65)

- Clarify probationary period is original probation (§19.41, p. 66)
- Updated current term used for promotional/lateral probation (§19.45, p. 66)

**Appendices**

- Removed job titles not included in bargaining unit (Appendix A, p. 67)
- Added pay structure for 2025-26 (Appendix B, p. 69)
- Added pay structure for 2026-27 (Appendix C, p. 70)



## STATE BOARD OF EDUCATION EXECUTIVE COMMITTEE REPORT

Date: February 7, 2024

The Executive Committee reports on its February 6, 2025, meeting. Members present were chair Elizabeth Tegtmeier, vice chair Deb Neary, Sherry Jones, and Liz Renner.

The committee reviewed proposed legislation that is scheduled for hearings next week and advised the Commissioner on the NDE positions on legislative bills. The committee continues to meet weekly through the legislative session to advise the Commissioner on legislative matters.

The committee reviewed four information items. First, the committee reviewed the 2025-2027 NDE/NAPE (Nebraska Association of Public Employees) bargaining agreement and discussed its content and changes. This item appeared on the consent agenda for approval. Related, the committee was informed on the upcoming revision process for the NDE Personnel Rules, which applies to employees who are not subject to the bargaining agreement. Revisions to the Personnel Rules will be brought forward to the board for approval in the coming months.

Next, the committee reviewed and discussed a plan for the development and implementation of a new strategic plan. The committee recommends a work session in March to begin board discussions on the strategic planning process. Finally, information was shared on a proposal for Comprehensive Literacy State Development (CLSD) grant subawards.

This concludes the Executive Committee report.

Elizabeth Tegtmeier, Chair

\*Submit a printed copy to the Committee Chair and email to the Recording Secretary.



## STATE BOARD OF EDUCATION BUDGET AND FINANCE COMMITTEE REPORT

Date: February 6, 2025

The Budget and Finance Committee reports that at its Thursday, February 6th meeting, members present were Kristin Christensen, Maggie Douglas, Lisa Schonhoff, and Kirk Penner. The Committee reviewed three action items. The first item was to amend the previously adopted motion to accept the Comprehensive Literacy State Development Grant Funds. The Committee recommends the board's adoption of the proposed amendment. The Committee then reviewed the funding recommendations for school districts and ESU's to deliver mental health training for staff. No committee recommendation was established. The last action item reviewed was a contract for training related to the computer science and technology expansion program. The Committee recommends the board's approval of this item.

The Committee reviewed the monthly board travel expenses noting no concerns.

Last, the Committee reviewed seven information items including the following; a potential contract for an individual to provide FFA content support, possible acceptance of funds to support the Stronger Connection Technical Assistance and Capacity Building Program, a grant to support the expansion of the farm to school program, information on the allocation of 21<sup>st</sup> Century funds, a review of the procurement for an evaluation of the Comprehensive Literacy Statewide Development Grant, the replacement of the department's current survey/data collection tool and the quarterly budget review.

This concludes the Budget and Finance Committee report.

Kristin Christensen, Chair

\*Submit a printed copy to the Committee Chair and email to the Recording Secretary.

Updated 02.02.2023



2024-2025 Board Travel

*At-A-Glance*

Budgeted

\$19,754

Monthly Spending

\$2,800  
Average

Annual Spending

\$33,600  
Projected

Expenditures

Lodging  
Meals  
Mileage



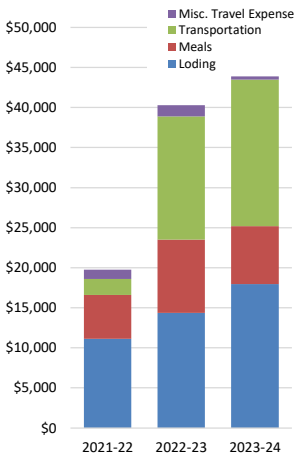
*Board Member Activity*

District Board Member

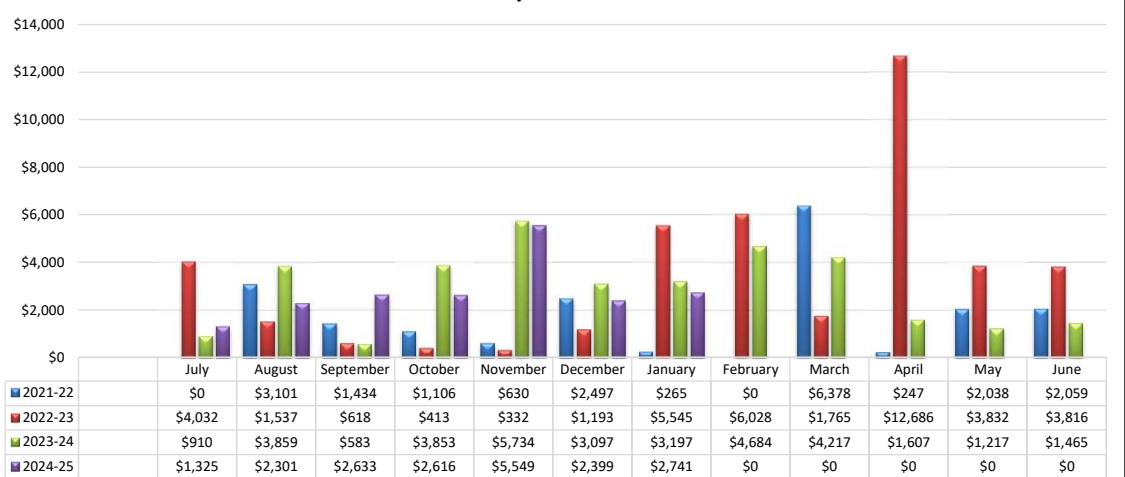
- 1 Patsy Koch Johns *Incumbent*
- 1 Kristin Christensen *Appointed Dec. 2024*
- 1 Lisa Fricke *Incumbent*
- 2 Maggie Douglas *Appointed Dec. 2024*
- 3 Patti Gubbels *Incumbent*
- 3 Lisa Schonohoff *Appointed Dec. 2024*
- 4 Jacquelyn Morrison *Incumbent*
- 4 Liz Renner *Appointed Dec. 2024*
- 5 Kirk Penner
- 6 Sherry Jones
- 7 Elizabeth Tegtmeier - President
- 8 Deborah Neary - Vice President

|                            | Current Year<br>July 2024-June 2025 |                 |              | Prior Year<br>July 2023-June 2024 |                 |             | Variance      |                 |
|----------------------------|-------------------------------------|-----------------|--------------|-----------------------------------|-----------------|-------------|---------------|-----------------|
|                            | January                             | Year-To-Date    |              | January                           | Year-To-Date    |             | January       | Year-To-Date    |
| 1                          | \$0                                 | \$376           |              | \$299                             | \$1,017         |             | -\$299        | -\$640          |
| 1                          | \$0                                 | \$0             |              |                                   |                 |             | \$0           | \$0             |
| 1                          | \$306                               | \$2,555         |              | \$477                             | \$6,188         |             | -\$171        | -\$3,634        |
| 2                          | \$0                                 | \$0             |              |                                   |                 |             | \$0           | \$0             |
| 3                          | \$520                               | \$3,108         |              | \$541                             | \$6,370         |             | -\$22         | -\$3,261        |
| 3                          | \$0                                 | \$0             |              |                                   |                 |             | \$0           | \$0             |
| 4                          | \$0                                 | \$956           |              | \$336                             | \$1,365         |             | -\$336        | -\$410          |
| 4                          | \$0                                 | \$0             |              |                                   |                 |             | \$0           | \$0             |
| 5                          | \$0                                 | \$548           |              | \$71                              | \$685           |             | -\$71         | -\$137          |
| 6                          | \$575                               | \$3,032         |              | \$131                             | \$2,864         |             | \$444         | \$168           |
| 7                          | \$1,340                             | \$8,183         |              | \$178                             | \$2,856         |             | \$1,162       | \$5,327         |
| 8                          | \$0                                 | \$455           |              | \$1,162                           | \$5,449         |             | -\$1,162      | -\$4,994        |
| <b>Annual Budget</b>       | <b>\$2,741</b>                      | <b>\$19,212</b> | <b>97.3%</b> | <b>\$3,197</b>                    | <b>\$26,794</b> | <b>136%</b> | <b>-\$456</b> | <b>-\$7,582</b> |
| <b>Over/(Under) Budget</b> |                                     | <b>-\$542</b>   | <b>2.7%</b>  |                                   | <b>\$7,040</b>  | <b>-36%</b> |               |                 |

Annual Expenditures by Fiscal Year



Annual Expenditures by Month



**In-State Travel Authorization Reports - February**

| <b>Name</b>         | <b>Event Name</b>                                 | <b>Date</b>       | <b>Location</b> | <b>Board Bylaw B16 Code A-F</b> |
|---------------------|---|-------------------|-----------------|---------------------------------|
| Kristin Christensen | Administrators' Days                              | July 23-25, 2025  | Kearney, NE     | E                               |
| Lisa Schonhoff      | NASB Legislative Issues Conference                | January 27, 2025  | Lincoln, NE     | E                               |
|                     | Technical Advisory Committee (TAC)                | March 26-28, 2025 | Lincoln, NE     | E                               |
| Sherry Jones        | Speak at Hastings Public Schools District Offices | February 19, 2025 | Hastings, NE    | E                               |
|                     | NRCSA Spring Conference                           | March 20-21, 2025 | Kearney, NE     | E                               |
|                     | Administrators' Days                              | July 23-25, 2025  | Kearney, NE     | E                               |
| Elizabeth Tegmeier  | NRCSA Spring Conference                           | March 20-21, 2025 | Kearney, NE     | E                               |

**In-State Travel Authorization Reports - February**

| <b>Name</b>    | <b>Event Name</b>                  | <b>Date</b>         | <b>Location</b> | <b>Board Bylaw B16 Code A-F</b> |
|----------------|------------------------------------|---------------------|-----------------|---------------------------------|
| Maggie Douglas | NASB Legislative Issues Conference | January 26-27, 2025 | Lincoln, NE     | E                               |
| Liz Renner     | NASB Legislative Issues Conference | January 26-27, 2025 | Lincoln, NE     | E                               |
| Kirk Penner    | (NONE)                             |                     |                 |                                 |
| Deborah Neary  | NASB Legislative Issues Conference | January 26-27, 2025 | Lincoln, NE     | E                               |



## PROPOSED AGENDA ITEM RATIONALE

**DATE:** January 13, 2025

**TO:** Dr. Brian L. Maher  
Commissioner of Education

**FROM:** Zainab Rida, Ph.D.  
Equity Officer and Administrator for the Office of Coordinated Student Support Services

**PROPOSED AGENDA ITEM:** Authorize the Commissioner to approve funding recommendations for school districts and educational service unit to support schools in delivering mental health training for staff.

**AGENDA ITEM TYPE:** Grant

### RATIONALE/BACKGROUND INFORMATION:

- **What:** Authorize the Commissioner to approve funding recommendations for school districts and educational service unit to support schools in delivering mental health training for staff.
- **Why:** Nebraska Revised Statute 79-3601 is tasked the Nebraska Department of Education to establish a mental health first aid training grant program for teachers and other personnel employed by a school district or an educational service unit participating in this grant.
- **Who:** School districts and to educational service unit.
- **How:**
  - On October 1, 2024, the Nebraska Department of Education (NDE) issued a Request for Proposals (RFP) for grants to support school mental health programs, applicable during years when grant funds are available.
  - The grant applications were reviewed by both internal and external school mental health experts. The external reviewers were members of the NDE School Mental Health Advisory Committee, a group of stakeholders from across the state dedicated to supporting school mental health efforts.
  - Reviewers scored the applications using a weighted rubric with the components of; program(s): (needs, objectives, assessment, & implementation), stakeholder engagement, poverty percentage, evidence-based programs, and allowable uses.
  - This committee includes professionals and leaders in school mental health programs, representing school districts, Educational Service Units (ESUs), higher education institutions, the Department of Health and Human Services (DHHS), and NDE staff. Four members of the committee reviewed the applications using a rubric specifically developed for this purpose.
  - The number of subgrants was determined by the Nebraska Department of Education based on the rubric scores and the available state funds.
  - Total amount requested by the applicants is **\$\$196,211.90**.
  - with the initial recommended by the committee at the same amount.

- Seven (7) applications were awarded (see attached)
- **When:**
  - **Grant Open: October 1, 2024**
  - **Grant Close: November 1, 2024**
  - **Grant Award Notification: February 7, 2025**

**PROPOSED BOARD MEETING (MONTH/YEAR):** February 2025

**ESTIMATED COST:** approximately \$250,000.

**FOR CONTRACTS AND GRANTS:**

- Indicate the Funding Source:
  - Nebraska Capital Expansion Act, see section 72-1269.
  - Nebraska State Funds Investment Act, see section 72-1260.
- New or Renewal: New
- If renewal, date of first approval:

**FOR NEW CONTRACTS OR OTHER CONTRACTS REQUIRING PROCUREMENT:**

- Indicate the method of procurement: NA
- Rationale for method of procurement: NA
- Rationale for contractor selection: NA

**FOR GRANT SUBAWARDS:** Subgrants are awarded on a competitive basis and will be made based on the proposed projects quality, an assessment of the educational and related needs of students, and the ability of the applicant to meet these needs related to the School Mental Health Grant.

| Name of Site                        | Amount Requested | Proposed Plan    |
|-------------------------------------|------------------|------------------|
| Chambers Public Schools             | \$867            | Provide Training |
| ESU 7                               | \$7400           | Provide Training |
| ESU 13                              | \$22,485         | Provide Training |
| Grand Island Public Schools         | \$75,545         | Provide Training |
| Omaha Public Schools                | \$71,598         | Provide Training |
| Papillion LaVista Community Schools | \$6,687          | Provide Training |
| Wakefield Community School          | \$11,629.90      | Provide Training |
| Total                               | \$196,211.90     |                  |

*\*Updated 08.15.2023*



## PROPOSED AGENDA ITEM RATIONALE

**DATE:** February 3, 2025

**TO:** Dr. Brian L. Maher  
Commissioner of Education

**FROM:** Dr. Katie Graham  
Administrator, Office of Career, Technical, & Adult Education

**PROPOSED AGENDA ITEM:** Authorize the Commissioner to contract for the Computer Science & Technology Education Fund Training and Support Expansion Program (BF.022025.003)

**AGENDA ITEM TYPE (contract/grant/rule/program/other):** Contract

### **RATIONALE/BACKGROUND INFORMATION:**

#### **Background:**

Nebraska Revised Statute 79-3301 to 79-3305, known and cited as the *Computer Science and Technology Act*, outlines the requirements for instruction in computer science and technology. Additionally, 79-729 specifies the Computer Science and Technology Act requirement for high school graduation.

The Nebraska legislature declared that it is the policy of the State to promote computer science and technology education in each school district in order to: (1) provide students the skills and competencies to compete in a twenty-first-century workforce, (2) develop skills that translate to high-skill, high-wage jobs, and (3) encourage the creation and retention of new, high-paying jobs in Nebraska.

Computer Science and Technology education includes, but is not limited to, knowledge and skills regarding computer literacy, educational technology, digital citizenship, information technology, and computer science.

To assist and support schools and educators in implementing the *Computer Science and Technology Act*, Nebraska Revised Statute 79-3306, passed in 2024, established the *Computer Science and Technology Education Fund*.

#### **Computer Science & Technology Education Fund:**

The *Computer Science and Technology Education Fund* is to be used establish a “statewide computer science education expansion program to recruit, train, and support teachers in computer science and technology education.”

Expansion Program Requirements:

- Training for teachers seeking supplemental computer science certification;

- Training designed to support the integration of computer science and technology education into the instructional programs of elementary, middle, and high schools;
- Support for schools and teachers in the development of computer science instructional plans that are consistent with the academic content standards for computer science and technology education adopted by the State Board of Education; and
- Incentive and stipend payments for teachers who meet training, certification, and teaching requirements as established by the State Board of Education.

**Funding:**

The Legislature will transfer one million dollars for fiscal year 2024-25 and one million dollars for fiscal year 2025-26 from the Education Future Fund to the *Computer Science and Technology Education Fund* to carry out the expansion program requirements. The Legislature will transfer an additional five hundred thousand dollars for fiscal year 2024-25 and each fiscal year thereafter contingent upon the receipt of matching private funds of such amount.

**Stakeholder Engagement:**

Input from educators and administrators across the state regarding computer science and technology education implementation was recently re-collected. Feedback indicated top priorities related to the computer science expansion program include professional development in both content knowledge and subject matter pedagogy, pathways to supplemental computer science endorsement, high-quality instructional materials, and enriched workplace experiences to foster career readiness skills in computer science, technology, and related areas.

**Updated Procurement Timeline:**

The Office of Career, Technical, and Adult Education worked through the procurement process, specifically competitive negotiation, to identify a qualified vendor(s) to implement the expansion program requirements. A Request for Proposals was issued on December 9, 2024: (<https://das.nebraska.gov/materiel/purchasing/NDERFP241202/NDERFP241202.html>). The proposals were evaluated by the review committee between January 8 – 17<sup>th</sup> with vendor demonstrations held the week of January 20<sup>th</sup>. CodeHS was selected as the vendor to meet the objectives of the expansion program’s training and professional learning.

**PROPOSED BOARD MEETING (MONTH/YEAR):** February 2025

**ESTIMATED COST:** The total state appropriation for the Computer Science and Technology expansion program is \$2,000,000, with \$1,000,000 appropriated for 2024-2025 and \$1,000,000 appropriated for 2025-2026. This contract is not exceed \$1,600,000.

**FOR CONTRACTS AND GRANTS:**

- Indicate the Funding Source: State Appropriation for the Computer Science & Technology Education Fund
- New or Renewal: New

- If renewal, date of first approval: N/A

**FOR NEW CONTRACTS OR OTHER CONTRACTS REQUIRING PROCUREMENT:**

- Indicate the method of procurement: Competitive Negotiation
- Rationale for method of procurement: Solicitation from multiple proposals from qualified vendors allows the NDE to benefit from a variety of technical perspectives in selecting the best solution for NDE's desired outcomes. A Request for Proposals (RFP) was utilized to best identify a contractor(s) that will meet the needs specified in the proposal.
- Rationale for contractor selection: Consistent with the principles of competitive negotiation models, the rationale for contractor selection was based on hiring the individual(s) or entity who can best complete the tasks required while taking into account the contractor's total cost and any other factors relevant to the scope of the particular contracting application. A multi-person evaluation committee was formed to consistently evaluate each proposal based on pre-determined scoring criteria.

**FOR GRANT SUBAWARDS:**

- Describe the grantee selection process: N/A



## STATE BOARD OF EDUCATION PLANNING AND EVALUATION COMMITTEE REPORT

Date: February 6, 2024

The Planning and Evaluation Committee reports on their committee meeting on February 6, 2025. The members present were Lisa Schonhoff, Sherry Jones, Deborah Neary, and Kristin Christensen.

The committee reviewed an action item related to the Nebraska Literacy Project Plan. NDE staff provided information on revisions made and answered questions related to statutory requirements. The committee recommends board approval on this item.

The committee reviewed discussion items with NDE staff providing summaries and answering questions related to media specialist requirements waiver request, Rule 11 teacher waiver request, pilot processes for clinical observations of speech-language pathology and school psychology candidates, and NCTE organizational policies.

The committee reviewed informational items related to pilot processes for cooperating teachers of world languages, approval of plans of correction, approval of non-public and interim-program schools, model behavioral intervention policy for schools, and a statewide learning platform program. NDE staff will bring these items to a future meeting for discussion and subsequent approval.

This concludes the Planning and Evaluation report.

Lisa Schonhoff, Chair

\*Submit a printed copy to the Committee Chair and email to the Recording Secretary.  
Updated 02.02.2023



## PROPOSED AGENDA ITEM RATIONALE

**DATE:** January 23, 2025

**TO:** Dr. Brian L. Maher  
Commissioner of Education

**FROM:** Allyson DenBeste, Academic Officer  
Amy Rhone, Office Administrator, Office of Special Education

**PROPOSED AGENDA ITEM:** Action Item: Nebraska Literacy Project state plan

**AGENDA ITEM TYPE:** Action

### RATIONALE/BACKGROUND INFORMATION:

Nebraska Revised Statute 79-2607 requires the NDE to develop and implement a professional learning system regarding evidence-based reading instruction for teachers who teach children from four years of age through third grade at an approved or accredited school and teachers employed by an early childhood education program approved by the State Board of Education.

The Nebraska Literacy Project includes one vision, with three goals, accomplished through five tenets.

- **Vision:** To foster a culture of proficient and lifelong readers in Nebraska and unlock student potential for learning, earning, and living through a focus on evidence-based reading instruction.
- **Three Goals:**
  1. Increase third grade proficiency on the Nebraska Student-Centered Assessment System (NSCAS) ELA to 75% by 2030.
  2. Increase the % of Nebraska K-3 students who meet the Nebraska Reading Improvement Act approved assessment thresholds.
  3. Ensure 100% of Nebraska educator preparation programs are implementing evidence-based instruction for teachers grounded in the science of reading.

- **Five Tenets:**

1. High-quality professional development for all educators who teach literacy for students age 4 through 3rd grade grounded in the science of reading to ensure that educators have skills in evidence-based instructional practices.
2. Sustained teacher preparation programs and PreK-3 curriculum, instruction, and assessment grounded in the science of reading using high-quality materials.
3. Establishment of a network of regional literacy coaches across the state who are trained in the science of reading and evidence-based instructional practices.
4. Data collections measuring the effectiveness of literacy initiatives and implementation of professional development in evidence-based reading.
5. Development of resources to assist families in accessing local family literacy centers, existing community literacy initiatives, and pre-kindergarten programs in order to strengthen literacy and language development for young children so that they start kindergarten ready to thrive.

**PROPOSED BOARD MEETING (MONTH/YEAR):** October 2024, February 2025

**ESTIMATED COST:** \$0

**FOR CONTRACTS AND GRANTS:**

- Indicate the Funding Source: N/A
- New or Renewal: N/A
- If renewal, date of first approval: N/A

**FOR NEW CONTRACTS OR OTHER CONTRACTS REQUIRING PROCUREMENT:**

- Indicate the method of procurement: N/A
- Rationale for method of procurement: N/A
- Rationale for contractor selection: N/A

**FOR GRANT SUBAWARDS:**

- Describe the grantee selection process: N/A

*\*Updated 08.15.2023*



# Nebraska Literacy Project Plan

2024-2025

## Contents

- **Mission, Vision, and Purpose**
- **Nebraska Literacy Project Goals**
- **Statutory Requirements**
- **Tenets of the Nebraska Literacy Project**
- **Project Phases**
- **Tenet Plans**
- **Glossary of Terms**

## Mission, Vision, and Purpose

The mission of the Nebraska Department of Education is to lead and support the preparation of all Nebraskans for learning, earning, and living. Addressing literacy is an urgent priority to achieve this mission.

The State Board of Education established a vision for addressing the literacy needs of all learners through a position statement on Foundational literacy. The statement reads:

*The Nebraska State Board of Education supports and encourages systemic efforts to improve foundational literacy, working to ensure that all students become successful readers and writers. The Nebraska State Board of Education believes that all schools should establish policies that promote high-quality early literacy instruction that is grounded in evidence-based practices and that highlights the importance of grade-level reading. Foundational literacy instruction is essential to ensure all children become successful readers and writers. All students, including students with disabilities, English learners, and high-ability learners should have access to high-quality instructional materials and instruction.*

All schools should:

- *Understand that literacy development begins at birth and partner with families and communities to encourage strong early literacy connections.*
- *Promote the practice of adults reading aloud to students daily to foster their enjoyment of reading and expose them to rich spoken language.*
- *Provide tools and resources to students' caregivers and families that support early literacy development.*
- *Ensure all classrooms are "print-rich" environments, and that students have opportunities to engage with a wide range of high-quality literary and informational texts.*
- *Select and implement standards-aligned, high-quality instructional materials for English Language Arts.*
- *Develop and implement a curriculum scope and sequence of foundational writing instruction.*
- *Guarantee systematic and ongoing professional learning for all educators in language development, phonological awareness, phonics, fluency, vocabulary, and comprehension within standards-based, core instruction.*

- *Ensure all students receive a strong sequence of explicit and systematic instruction in phonological awareness, phonics, fluency, vocabulary, and comprehension.*
- *Use the Nebraska Multi-tiered System of Support (NeMTSS) to identify students in need of intervention that consists of targeted, supplemental instruction and progress monitoring.*
- *Consider factors including vision, hearing, dyslexia, and other learning issues that may affect a student's literacy development.*

The Nebraska Literacy Project will ~~work to~~ provide a sustainable plan to ensure the use of evidence-based reading instructional practices statewide. This project is designed to create a roadmap and system of support and resources that will allow the state to achieve and sustain its literacy goals of strong reading skills for all Nebraska students.

### **Goals**

The Nebraska Literacy Project has long-term outcome goals of reading proficiency for all students, but aspirational goals start with the achievement of shorter-term outcomes. Listed below are the initial goals of this project.

1. Increase third-grade proficiency on the Nebraska Student-Centered Assessment System (NSCAS) ELA to 75% by 2030.
2. Increase the % of Nebraska K-3 students who meet the Nebraska Reading Improvement Act approved assessment thresholds.
3. Ensure 100% of Nebraska educator preparation programs are implementing evidence-based instruction for teachers grounded in the science of reading.

## Statutory Requirements

The Nebraska Literacy Project represents an important step in establishing a statewide focus on literacy as a priority for our state. It represents the priorities of the Nebraska State Board of Education along with educators, parents, and community members ~~across the state~~ who have a shared goal of assuring strong literacy skills for all Nebraskans. In addition, the project seeks to implement requirements of the Nebraska Reading Improvement Act first established in 2018, and revised in 2023 and 2024, including the goal of increasing the capacity of all Nebraska educators to provide high-quality, evidence-based reading instruction. It is important to note that terms such as the **science of reading**, **evidence-based reading**, and **structured literacy** appear frequently in statute, policy guidance documents, and related tools and resources. Often these terms are used interchangeably when referring to best practices associated with foundational literacy. The **science of reading** should be used when referencing the large body of research that has demonstrated how children learn to read. **Structured literacy** should be used when referring to a comprehensive approach that is grounded in the research base, or the science of reading. **Evidence-based reading** should be used when referring to specific programs or instructional methods or strategies that have a basis in trustworthy evidence. To learn more, please see Fig. 1.

The project seeks to address key elements of the revised Reading Improvement Act (Neb. Rev. Stat. 79-2607):

- A Professional Learning System with Regional Literacy Coaches
  - “The NDE shall develop and implement a professional learning system to help provide sustained professional learning and training regarding evidence-based reading instruction for teachers who teach children from four years of age through third grade at an approved or accredited school and teachers employed by an early childhood education program approved by the State Board of Education (SBOE).”
  - “The professional learning system shall include information and tips for teachers related to helping children and families work with local family literacy centers.”
  - “The NDE shall work with educational service units to provide regional coaches to approved or accredited elementary schools to provide assistance and job-embedded training relating to evidence-based reading instruction to teachers who teach students in kindergarten through third grade.”
- Statewide School Implementation of Evidence-Based Reading Instruction
  - “Evidence-based reading instruction means instruction in reading that is in alignment with scientifically based reading research and does not include the three-cueing system model of reading instruction.

- Three-cueing system model of reading instruction is an approach to foundational skills instruction that involves the use of three different types of instructional cues which include semantic, syntactic, and graphophonic.”
  - “Approved or accredited elementary schools and early childhood education programs approved by the State Board of Education shall ensure:
    - Teachers who teach children from four years of age through third grade are aware of the professional learning system;
- And are adequately trained regarding evidence-based reading instruction to effectively instruct students in reading.”

### **Tenets of the Nebraska Literacy Project**

The Nebraska Literacy Project will address its goal of strengthening literacy instruction and literacy skills through a multi-pronged approach as outlined in its five tenets.

1. High-quality professional development for all educators who teach literacy for students age 4 through 3rd grade grounded in the science of reading to ensure that educators have skills in evidence-based instructional practices.
2. Sustained teacher preparation programs and PreK-3 curriculum, instruction, and assessment grounded in the science of reading using high-quality materials.
3. Establishment of a network of regional literacy coaches across the state who are trained in the science of reading and evidence-based instructional practices.
4. Data collections measuring the effectiveness of literacy initiatives and implementation of professional development in evidence-based reading.
5. Development of resources to assist families in accessing local family literacy centers, existing community literacy initiatives, and pre-kindergarten programs in order to strengthen literacy and language development for young children so that they start kindergarten ready to thrive.



# The NDE Nebraska Literacy Project

**1. Professional Development Grounded in the Science of Reading**

**2. Curriculum and Teacher Preparation Aligned to Evidence-based Reading Instruction**

**5. Family Literacy Programs and Pre-K**

**3. Regional Literacy Coaches**



**4. Data Collection of Effectiveness**



## NDE Nebraska Literacy Project Overview (1 vision, 3 goals, 5 tenets)

### Vision

To foster a culture of proficient and lifelong readers in Nebraska and unlock student potential for learning, earning, and living through a focus on evidence-based reading instruction

### Goals

#### Increase third-grade proficiency on NSCAS ELA to 75% by 2030

##### Sub Goals

- Increase the % of Nebraska K-3 students who meet the Nebraska Reading Improvement Act approved assessment thresholds
- Ensure 100% of Nebraska educator preparation programs are implementing evidence-based instruction for teachers grounded in the science of reading

#### Tenet 1 Professional Learning System

High quality professional development for all educators who teach literacy for students age 4 through 3rd grade grounded in the science of reading to ensure that educators have skills in evidence-based instructional practices

#### Tenet 2 Curriculum and Teacher Preparation Aligned to Evidence-based Reading Instruction

Sustained teacher preparation programs and PreK-3 curriculum, instruction, and assessment grounded in the science of reading using high quality materials

#### Tenet 3 Regional Literacy Coaches

Establishment of a network of literacy coaches across the state who are trained in the science of reading and evidence-based instructional practices. This network of coaches will provide sustained support services to Nebraska schools

#### Tenet 4 Data Collections to Evaluate Effectiveness

Data collections measuring the effectiveness of literacy initiatives and implementation of professional development in evidence-based reading

#### Tenet 5 Family Literacy and Pre-K Programs

Development of resources to assist families in accessing local family literacy centers, existing community literacy initiatives, and pre-kindergarten programs in order to strengthen literacy and language development for young children so that they start kindergarten ready to thrive

## Project Phases

The Nebraska Literacy Project will take a phased approach to its goal of improving literacy for the state. Phases will overlap in some cases but will begin with an initial phase including a review of the existing landscape. Phase 2 will include professional development to ensure all current educators of children from four years of age through third grade are adequately trained regarding evidence-based reading instruction grounded in the science of reading. Phase 2 will also develop a foundational infrastructure to support sustained future practices. This will include work with higher education to ensure evidence-based literacy instruction is a key element of educator preparation programs, the development of a network of Regional Literacy Coaches, and support for Family Literacy Centers and preschools.

As a majority of practicing educators become proficient in the use of evidence-based literacy practices, efforts in Phase 3 will focus more heavily on ensuring support for sustained outcomes.

Nebraska Literacy Project Phases

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| <b>Phase 1</b><br><b>Review of Existing Landscape</b><br><b>(Current Practice)</b><br><br><b>2024</b> | <b>Phase 2</b><br><b>Initial Professional Learning and</b><br><b>Infrastructure Development</b><br><br><b>2024 - 2030</b> | <b>Phase 3</b><br><b>Sustainability Phase</b><br><br><b>2030 ...</b> |
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## Tenet Plans

| Tenet 1: Professional Learning System  |   |   |
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| <p>The Tenet 1 objective is to ensure all Nebraska educators who teach students age 4 through 3rd grade are proficient in the implementation of evidence-based literacy instruction grounded in the science of reading.</p>  |   |   |
| <p><b>Context:</b></p> <ul style="list-style-type: none"> <li>Teachers are the single most important in-school factor affecting student learning and achievement. A focus on refining and equipping educators with the knowledge, skills, mindsets, and tools necessary for addressing student literacy, including writing instruction and characteristics of dyslexia, is paramount.</li> <li>Several professional learning structures have already been developed and leveraged through various funding streams. The NDE will use the Literacy Advisory Panel to develop key criteria on which additional professional learning systems or providers are evaluated, meet statutory requirements, and are of high-quality.</li> </ul> |   |   |
| Current Practice 2024  | Infrastructure Development 2024-2030  | Sustainability Plan 2030...   |
| <ul style="list-style-type: none"> <li>Nebraska school districts have local control in determining professional development for teachers.</li> <li>The existing Reading Improvement Act (<a href="#">Nebraska Revised State Statute 79-2601 through 79-2607</a>) requires that students are screened for reading difficulties three times per year from kindergarten through grade 3. Students who do not meet approved thresholds must be provided with an Individual Reading Improvement Plan. Districts have autonomy in</li> </ul>   | <ul style="list-style-type: none"> <li>The NDE coordinated a NDE Literacy Advisory Panel, comprised of individuals with strong knowledge of evidence-based reading practices, who will:                             <ul style="list-style-type: none"> <li>Advise the NDE as they develop and implement the Nebraska Literacy Project.</li> <li>Assist in the development and refinement of criteria for evidence-based literacy approved professional learning programs.</li> <li>Support the selection of resources and professional development opportunities for Regional Literacy</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>As the state develops a critical mass of practicing educators with skills in evidence-based reading instruction (as measured by district assurance statements), priorities will shift to an emphasis on sustainability.                             <ul style="list-style-type: none"> <li>Leverage the use of <a href="#">Nebraska Rule 20</a> to ensure strong instruction around structured literacy and evidence-based reading practices in Nebraska's educator preparation institutions (See Tenet 2 Plan).</li> <li>Leverage Regional Literacy Coaches (See Tenet 3</li> </ul> </li> </ul> |

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| <p>creation of the plans.</p> <ul style="list-style-type: none"> <li>● The NDE conducted a 2024 Statewide Early Literacy Survey. The survey was sent to all public and private school superintendents in Nebraska and sought information regarding previous and/or existing SOR work in Nebraska schools (Sept. 2024) <ul style="list-style-type: none"> <li>○ Current materials</li> <li>○ Number of teachers who have received training</li> <li>○ Types of previous trainings for PK-3 teachers</li> <li>○ Planned trainings for PK-3 teachers</li> <li>○ District priorities for future support</li> <li>○ District interest in Pilot program participation for WORDs or the UNO Early Literacy Workshop</li> </ul> </li> <li>● Initial projects will include the University of Nebraska Omaha Literacy Workshop, the University of Nebraska Lincoln WORDS Project and the University of Nebraska Kearney RISE preK workshop. Evaluation of these projects is ongoing.</li> </ul> | <p>Coaches.</p> <ul style="list-style-type: none"> <li>○ Collaborate in the revision and enhancement of assessment criteria under the Nebraska Reading Improvement Act.</li> <li>● The NDE will collaborate with other organizations (e.g., higher education, Nebraska school districts) to implement and evaluate professional learning options related to evidence-based literacy for both public and nonpublic schools. ,</li> <li>● The NDE will provide a menu of evidence-based professional learning options for schools to include: <ul style="list-style-type: none"> <li>○ NDE Approved Programs <ul style="list-style-type: none"> <li>■ WORDS Project (UNL)</li> <li>■ Lexia LETRS</li> <li>■ UNO Early Literacy Workshop</li> <li>■ UNK RISE (PreK)</li> </ul> </li> <li>○ Other structured literacy training would be recognized as meeting Nebraska Reading Improvement Act requirements based upon review from the NDE Literacy Advisory Panel. Programs including three-cueing will not be approved.</li> </ul> </li> <li>● Additional funding support for</li> </ul> | <p>Plan) to ensure ongoing support for evidence-based instructional practices related to structured literacy.</p> |
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|  | professional development in structured literacy may be available through CLSD grant funding via request for application. |  |
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Tenet 2: Curriculum and teacher preparation aligned with evidence-based reading instruction

The Tenet 2 objective is to ensure that Nebraska schools and Nebraska educator preparation programs provide curriculum, instruction, and materials aligned with evidence-based reading instruction for elementary English Language Arts.

**Context:**

- High-quality instructional materials align to academic standards, have clear learning outcomes, and reflect evidence-based practices. One resource to support the selection of high-quality instructional materials is the Nebraska Instructional Materials Collaborative (NIMC). The NIMC includes definitions for content area standards, curriculum, instructional materials, assessment and classroom instruction. A curriculum is determined locally and reflects "how" teachers help students learn the content within content area standards. Instructional materials are the tools and resources that are used as part of a locally determined curriculum.
- Nebraska's 16 educator preparation programs (EPPs) serve as the largest pipeline for new teachers in the state of Nebraska. Additionally, they serve as resources for additional skill building, added endorsements, and continued education. Nebraska's EPPs must ensure they align their preparation of educators to statutory requirements and best practices surrounding structured literacy, including writing instruction and characteristics of dyslexia, and the NDE must continue to support and hold EPPs accountable to expectations set forth by the State Board of Education.

| Current Practice 2024   | Infrastructure Development 2024-2030   | Sustainability Plan 2030... |
|---|--|-----------------------------|
| <ul style="list-style-type: none"> <li>• Prior to 2024, institutions of higher education have had autonomy in the development of curriculum for teacher preparation in evidence-based reading instruction.</li> <li>• <a href="#">NDE Rule 20: Regulations for the Approval of Educator Preparation Programs</a> was updated in June 2024. Teacher Preparation</li> </ul> | <ul style="list-style-type: none"> <li>• Coordinate communication of NDE Rule 20 updates with Nebraska educator preparation programs, including information about the science of reading. <ul style="list-style-type: none"> <li>◦ The NDE will develop an Implementation Guidance Document for Rule 20 including</li> </ul> </li> </ul> |                             |

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| <p>Program Requirements include section 005.02H Instructional Strategies. “The candidate understands and uses a variety of instructional strategies to encourage students to develop deep understanding of content areas and their connections, build reading and writing skills through the application of the science of reading, and to apply knowledge in meaningful ways...”</p> <ul style="list-style-type: none"> <li>• Nebraska PK-12 districts have autonomy in the selection of instructional materials. The NDE provides guidance with information about the extent of alignment between instructional materials and academic standards.</li> </ul> | <p>recommendations, look for, and resources for EPPS.</p> <ul style="list-style-type: none"> <li>• NDE will continue to evaluate first- and third-year teacher survey results to determine additional support and/or identified needs for ed prep programs.</li> <li>• Curate information regarding alignment studies related to the science of reading and available curriculum and professional development materials.</li> </ul> |  |
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| <p>Tenet 3: Regional Literacy Coaches</p>   |
| <p>The Tenet 3 objective is to develop a network of Regional Literacy Coaches who will provide sustained job-embedded training and support for evidence-based reading instruction for schools across the state.</p>   |
| <p><b>Context:</b></p> <ul style="list-style-type: none"> <li>• Professional development is bolstered when there is follow up, accountability, and ongoing support. Coaches provide continued development to sustain teacher learning and implementation of evidence-based reading instruction, including writing instruction and characteristics of dyslexia</li> <li>• Educational Service Units serve as an invaluable resource for districts across the state. ESUs provide coaching to districts already, and as per Neb. Rev. Stat 79-2607, the NDE must collaborate with ESUs to establish regional coaches. This bill also provides \$1.8 million in state appropriations to fund the coaching system.</li> </ul> |

| Current Practice 2024   | Infrastructure Development 2024-2030   | Sustainability Plan 2030...   |
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| <ul style="list-style-type: none"> <li>Nebraska is divided into 17 Educational Service Unit areas (<a href="#">Nebraska Revised Statute 79-1204</a>). The role of the ESUs is to serve as educational service providers for their member Pk-12 school districts. ESUs collaborate with their member districts to prioritize services and professional development.</li> </ul> | <ul style="list-style-type: none"> <li>Review data from the 2024 Statewide Early Literacy Survey to evaluate the needs of Nebraska districts for support from Regional Literacy Coaches.</li> <li>Collaborate with Nebraska ESUCC to develop an MOU that establishes a plan for hiring and coordinating the use of Regional Literacy Coaches per Nebraska Revised Statute 79-2607.</li> <li>Develop job descriptions and hiring timelines.</li> <li>Collaborate with the NDE Literacy Officer, the NDE Literacy Advisory Panel, and SOR Professional Learning pilot leaders to establish processes that support an effective coaching model and deliver targeted professional development for literacy coaches.</li> </ul> | <ul style="list-style-type: none"> <li>Collaborate with Statewide Literacy Coach Coordinator, Literacy Advisory Panel, and SOR Professional Learning pilot leaders to establish sustainable processes that will continue to support and provide professional learning for coaches.</li> <li>Explore funding options that will provide sustained resources extending beyond existing grant funding.</li> </ul> |

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| Tenet 4: Data to Measure Effectiveness   |
| <p>The Tenet 4 objective is to develop appropriate data collections to measure the effectiveness of professional development and monitor improvement trends in student reading outcomes.</p>   |
| <p><b>Context:</b></p> <ul style="list-style-type: none"> <li>The NDE will leverage existing partnerships and explore additional opportunities for third-party evaluation of all activities across the other four tenets.</li> </ul> |

| <ul style="list-style-type: none"> <li>In addition to the Nebraska Education Profile, the NDE will consider other ways to provide stakeholders transparent progress toward literacy goals.</li> </ul>  |   |   |
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| Current Practice 2024  | Infrastructure Development 2024-2030  | Sustainability Plan 2030...   |
| <ul style="list-style-type: none"> <li>All public schools participate annually in a state assessment, the Nebraska Student-Centered Assessment System (NSCAS). These assessments are administered to students in grades 3-8. The ACT is used as the state assessment in the 11th grade (3rd year high school cohort).</li> <li>All public schools also participate in a state accountability system, Accountability for a Quality Education System, Today and Tomorrow (<a href="#">AQUESTI</a>). Through this system, districts and schools are given an annual rating which is reported publicly via the NDE Nebraska Education Profile (<a href="#">NEP</a>).</li> <li>As part of the legislated Nebraska Reading Improvement Act (<a href="#">Nebraska Revised State Statute 79-2601 to 2607</a>), all public schools administer an NDE-approved reading assessment three times during the school year to all students in kindergarten through grade three. Assessments are funded through the district and as of 2024 a range of assessment options were approved by the NDE to meet requirements of the</li> </ul> | <ul style="list-style-type: none"> <li>Improvement trends in 3rd-grade reading will be measured using NSCAS results.</li> <li>Improvement trends in early reading will be measured using reporting for fall and spring of the percent of students meeting approved assessment thresholds at grades K, 1, 2, and 3. This will involve revision of reporting processes for schools in the 2024-25 school year.</li> <li>Strength of the efficacy of professional learning in evidence-based reading will be addressed in several ways <ul style="list-style-type: none"> <li>Selected districts will be invited to participate in a pilot of the UNO Literacy Workshop during the 2024-25 school year. Cooperative efforts between UNO and the NDE will be used to evaluate student reading outcomes and outcomes for teacher practice and teacher efficacy.</li> <li>WORDS: Cooperative efforts between UNL and the NDE have been used to</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>Continued monitoring of reading improvement trends based on data from NSCAS</li> <li>Continued monitoring of early literacy improvements through review of trend data reporting the percent of Nebraska students meeting approved assessment thresholds for grades K, 1, 2, and 3</li> </ul> |

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| <p>Nebraska Reading Improvement Act.</p> <ul style="list-style-type: none"> <li>As part of <a href="#">Nebraska Revised Statute 79-11, 157.01</a>, districts reported data regarding the number of students evaluated for a specific learning disability (SLD) and the number verified with SLD in the area of reading. Districts also reported the total number of K-3 students who received an Individual Reading Improvement Plan and the number who demonstrated at least one point of growth.</li> </ul> | <p>evaluate student reading outcomes and outcomes for teacher practice.</p> <ul style="list-style-type: none"> <li>The NDE Literacy Advisory Panel will develop a proposal process and selection criteria for the evaluation of additional professional development opportunities around evidence-based reading instruction.</li> <li>Existing assessments the NDE has approved to meet requirements of the Nebraska Reading Improvement Act (<a href="#">Nebraska Revised State Statute 79-2601 to 2607</a>) will be reviewed and curated to assure strong psychometric qualities and to ensure measures include information related to characteristics of dyslexia.</li> </ul> |  |
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| <p>Tenet 5: Family Literacy Centers and Pre-K</p>  |
| <p>The Tenet 5 objective is to collaborate with existing community literacy initiatives and pre-kindergarten programs designed to strengthen literacy and language development for young children so that children start kindergarten ready to thrive.</p>   |
| <p><b>Context:</b><br/>Family literacy is a model supporting the intergenerational nature of literacy learning. Under the federal Adult Education and Family Literacy Act, family literacy programs include four components:</p> <ul style="list-style-type: none"> <li>Interactive literacy activities between parents and children (sometimes called Parent and Child Together Time, or PACT)</li> <li>Training in parenting activities</li> <li>Literacy training for parents and/or adult education</li> </ul> |

- And age-appropriate education for the children themselves

Family literacy ensures parents, guardians, and educational decision-makers are supported as the first teachers of their children. Some programs build literacy skills of parents themselves, and extend learning opportunities.

NRS 79-2607 requires NDE to include family literacy efforts noting, *“The professional learning system shall include information and tips for teachers related to helping children and families work with local family literacy centers to strengthen home and family literacy programs and better instruct children in reading.”* The NDE has already incorporated family literacy efforts by:

- Establishing the Nebraska Growing Readers initiative to support the distribution of books and resources to parents and families across the state - More information at <https://nebraskagrowingreaders.org/>

| Current Practice 2024  | Infrastructure Development 2024-2030  | Sustainability Plan 2030...  |
|--|---|--|
| <ul style="list-style-type: none"> <li>• While there are numerous initiatives, activities, and programs in Nebraska that address family literacy, there is a need for greater alignment and coordination.</li> <li>• There are many resources related to family literacy, but they are located across various platforms, making it challenging for families to navigate and access them effectively.</li> <li>• There are many partners who, while not primarily focused on family literacy, are eager to contribute to the solution and engage with the community.</li> </ul> | <ul style="list-style-type: none"> <li>• The NDE offices of Early Childhood Education and Coordinated Student Support Services will establish a Family and Early Literacy working group/Special Advisory Committee consisting of representatives from existing partner organizations and facilitate regular meetings to identify current literacy initiatives, identify gaps, and develop joint strategies for expansion and improvement of family literacy opportunities.</li> </ul> <p>This includes the review of relevant data and evaluation at the national and local level.</p> <ul style="list-style-type: none"> <li>• The NDE will work to identify a digital platform and compile a resource repository that families and communities can access. Resources will support family and children’s development and literacy skills. .</li> <li>• The NDE will develop a family implementation guide to provide and share actionable strategies drawn from</li> </ul> | <ul style="list-style-type: none"> <li>• Develop a comprehensive long-term strategic plan for literacy initiatives, including clear goals, timelines, and metrics for success.</li> <li>• Identify and pursue diverse funding sources, including federal and state grants, private foundations, corporate sponsorships, and community donations.</li> <li>• Develop and implement scalable program models that can be adapted to different community sizes, needs, and resources.</li> <li>• Implement continuous data collection and evaluation processes to monitor program outcomes, assess impact, and identify areas for improvement.</li> <li>• Engage in advocacy efforts to promote policies that support</li> </ul> |

|  |   |   |
|--|---|---|
|  | <p>existing and community literacy initiatives in order to strengthen literacy and language development for young children.</p> <ul style="list-style-type: none"> <li>• The NDE will explore and develop partnerships with local libraries to provide families and caregivers resources to support home and family literacy programming. The NDE will consider online resources like ACCESSNebraska and other tools from libraries.</li> </ul> | <p>literacy education, including securing funding, maintaining program standards, and expanding access.</p> |
|--|---|---|

## Glossary

**Balanced literacy instruction:** A balanced literacy program includes both foundational and language comprehension instructional features, such as phonemic awareness and phonics (understanding the relationships between sounds and their written representations), fluency, guided oral reading, vocabulary development, and comprehension. An alternative interpretation of balanced literacy is that it mixes features of whole language and basic skills instruction. It should not be used as it is not based on science. (ILA)

Key Components:

- Guided reading (leveled readers, cueing strategies)
- Strategies taught based on teacher observations
- Running records
- Phonics taught in mini-lessons or as word study
  - Not sequential aligned
- Based on 3 Cueing System- semantic, syntactic, and graphophonic cues
- Not taught explicitly and systematically

**Comprehension:** Making meaning of what is viewed, read, or heard. Comprehension includes understanding what is expressed outright or implied as well as interpreting what is viewed, read, or heard by drawing on one's knowledge

and experiences. Comprehension may also involve application and critical examination of the message in terms of intent, rhetorical choices, and credibility.

**Content area literacy:** General literacy strategies that apply across all content areas (e.g., summarizing, drawing inferences, visualizing, predicting). (ILA)

**Disciplinary literacy:** Refers to the specifics of reading, writing, and communicating in a discipline. It focuses on the ways of thinking, the skills, and the tools that are used by experts in the disciplines. (ILA)

**Dyslexia:** Dyslexia is a specific learning disability that is neurological in origin. It is characterized by difficulties with accurate and/or fluent word recognition and by poor spelling and decoding abilities. These difficulties typically result from a deficit in the phonological component of language that is often unexpected in relation to other cognitive abilities and the provision of effective classroom instruction. Secondary consequences may include problems in reading comprehension and reduced reading experience that can impede the growth of vocabulary and background knowledge. (National Institutes of Health, International Dyslexia Association, and the Nebraska Dyslexia Association)

**Dysgraphia:** A neurologically based Specific Learning Disability (SLD) in writing, such as difficulty with spelling, handwriting, or recording your ideas.

**Evidence-based literacy instruction:** It is an effective, efficient, systematic, research-based, revolutionary system of explicit literacy instruction (EBLI). Evidence-based literacy instruction can also mean that a particular program or collection of instructional practices has a record of success. There is reliable, trustworthy, and valid evidence to suggest that when the program is used with a particular group of children, the children can be expected to make adequate gains in reading achievement (ILA).

**Explicit:** This means that the teacher clearly explains and models key skills, using well-chosen examples; children are not expected to develop these skills based mainly on exposure and incidental learning opportunities. (IDA)

**Fluency:** The ability to read words, phrases, sentences, and stories correctly, with enough speed, and expression. (NCIL)

**Morphology:** The study of structure and forms of words including derivation, inflection, and compounding. (ILA)

**Orthography:** The study of the nature and use of symbols in a writing system. Orthography can also be thought of as standardized spelling according to established usage in a given language or a conventional writing system in a given language. (ILA)

**Phonemic awareness:** The ability to detect and manipulate the smallest units (i.e., phonemes) of spoken language. For example, recognition that the word cat includes three distinct sounds or phonemes represents phonemic awareness. Individuals with phonemic awareness can blend phonemes to form spoken words, segment spoken words into their constituent phonemes, delete phonemes from spoken words, add phonemes, and substitute phonemes. (ILA)

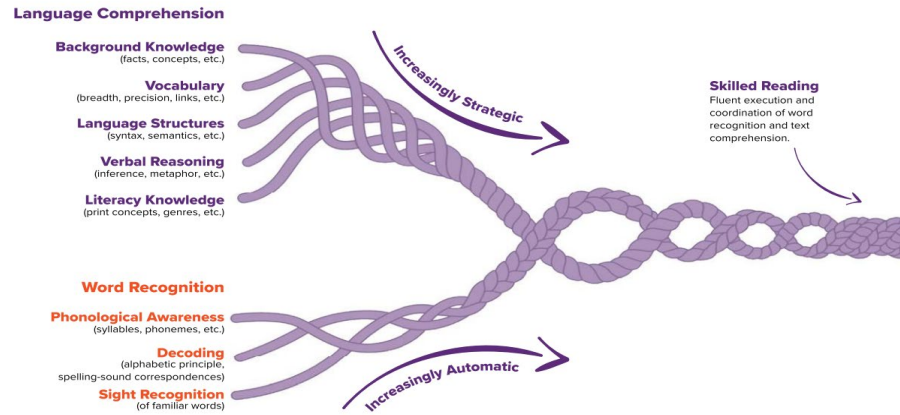
**Phonics:** An approach to teaching reading that emphasizes the systematic relationship between the sounds of language and the graphemes (i.e., letters or letter combinations) that represent those sounds. Learners apply this knowledge to decode printed words.

**Phonological awareness:** Awareness of sounds of words in learning to read and spell. (Note: The constituents of words can be distinguished in three ways: (1) by syllables, as /boʃok/, (2) by onsets and rimes, as /b/ and /oʃok/, or (3) by phonemes, as /b/ and /oʃo/ and /k/.

**Phonology:** The study of speech sounds and their functions in a language or languages. (ILA)

**Science of Reading:** The science of reading is a vast, interdisciplinary body of scientifically-based research about reading and issues related to reading and writing. This research has been conducted over the last five decades across the world, and it is derived from thousands of studies conducted in multiple languages. The science of reading has culminated in a preponderance of evidence to inform how proficient reading and writing develop; why some have difficulty; and how we can most effectively assess and teach and, therefore, improve student outcomes through prevention of and intervention for reading difficulties. (The Reading League)

**Scarborough's Rope:** Scarborough's Rope is a visual metaphor for the development of skills over time (represented by the strands of the rope) that lead to skilled reading. (The Reading League)



The Reading Rope (Scarborough, 2001)

**Semantics:** The study of meaning in language, as the analysis of the meanings of words, phrases, sentences, discourse, and whole texts. In semiotics, semantics can also denote the study of the relationships between signs and their objects. (ILA)

**Simple View of Reading:** The Simple View of Reading has been empirically validated by over 150 scientific studies. It shows us that reading comprehension is not the sum, but the product of two components - word recognition and language comprehension - such that if either one is weak, reading comprehension is diminished. (The Reading League)



Gough, P. B., & Tunmer, W. E. (1986). Decoding, reading, and reading disability. *Remedial and Special Education*, 7, 6-10.

**Structured Literacy:** Structured Literacy is a comprehensive approach to literacy instruction grounded in the science of reading that research has shown is effective for all students and essential for students with dyslexia. The instruction emphasizes highly explicit and systematic teaching of all of the foundational elements that are critical for reading and writing proficiency. These include phonology, orthography, syntax, morphology, and semantics. (IDA)

Key Components:

- Explicit, systematic instruction
- Decodable text
- Practice to mastery

**Syntax:** Syntax is the pattern or structure of word order in sentences, clauses, and phrases, or the rules for determining how a language will be used to formulate a thought. (ILA)

**Systematic instruction:** Systematic instruction in reading is a plan of instruction (e.g., scope and sequence) that takes students through an explicit sequence of learning activities. (ILA)

**Three-cueing system:** The 3-cueing model has its origins in a “balanced literacy” or “whole language” approach to reading instruction. Balanced is an appealing term, but in reality, this approach has yielded too little systematic instruction in foundational reading skills, including phoneme awareness, phonics, and fluent word recognition. In the 3-cueing system, children are taught to rely on context and pictures to identify printed words instead of using their knowledge of letter sounds. The practice reinforces what poor readers do and does not support the development of decoding skills. It should not be used, and is expressly prohibited by NE Revised Statute 79-2607.

The 3-cueing model uses three types of instructional cues as students are engaging with text:

- Semantic: the meaning and relationship among words, ex. “Does that make sense?”
- Syntactic: the structure of sentences (grammar, syntax, sentence organization), ex. “Does that sound right?”
- Graphophonic: the relationship of written symbols (graphemes) and their sounds (phonemes), ex. “Does that look right?”

**Tier 1 CORE** (all students): The key component of tiered instruction; all students receive instruction within an evidence-based, scientifically researched core program (NeMTSS)

**Tier 2 INTERVENTION** (some students): Some children who fall below the expected levels of accomplishment (benchmarks) and are at some risk for academic failure, but who are still above levels considered to indicate a high risk for failure. Instruction is provided in smaller groups or individually supplementing and supporting the Core Program (NeMTSS)

**Tier 3 INTENSIFIED INTERVENTION** (few students): Few children who are considered to be at high risk for failure and were not responsive to previous instruction, according to expected levels of accomplishment (benchmarks) and require more intensive individualized instruction to supplement and support Tier 1 and/or Tier 2 programs (NeMTSS)

**Vocabulary:** Knowing what words mean and how to say and use them correctly. (NCIL)

**Whole language approach:** Whole language is an educational philosophy that stresses "using children as educational informants" and building curriculum from that base. Whole language developed from studies of readers' miscues as they read whole texts as well as what young children knew about language prior to going to school. As a curricular approach, it advocates meaning making by using authentic texts such as children's literature (rather than basal texts) as the core of reading and setting aside uninterrupted time for personal writing each day. From a cross-curriculum perspective, it advocates inquiry-based learning in which students' inquiry questions become the focus of instruction and where the disciplines are seen as perspectives that students might take in exploring topics of interest. Component included in balanced literacy. (ILA)

References:

- IDA - International Dyslexia Association, [Fact Sheet](#)
- ILA - International Literacy Association, [Literacy Glossary](#)
- NCIL – National Center on Improving Literacy, [Learning Literacy Glossary](#)
- NeMTSS – Nebraska Multi-Tiered System of Support, [Glossary of Terms](#)
- Reading League – The Reading League, [What is the Science of Reading?](#)



## PROPOSED AGENDA ITEM RATIONALE

**DATE:** January 30, 2025

**TO:** Dr. Brian L. Maher  
Commissioner of Education

**FROM:** Decua Jean-Baptiste, Accreditation Director

**PROPOSED AGENDA ITEM:** Waiver request from the Nebraska Correctional Youth Facility (NCYF) regarding media specialist requirements.

**AGENDA ITEM TYPE (contract/grant/rule/program/other):** other

### **RATIONALE/BACKGROUND INFORMATION:**

The Nebraska Correctional Youth Facility (NCYF) operates the NCYF Community High School under a current Special Purpose Agreement adopted by the Nebraska State Board of Education and approved on June 3, 2016. NCYF Community High School works with a unique population in that students are all currently incarcerated in the Nebraska Department of Correctional Services (NDCS adult correctional setting). Given their unique population and small number of concurrent students being served, there are barriers that negatively impact functioning as a Rule 10 School and result in the need for the Rule 10 Special Purpose Agreement to facilitate and accommodate their specific setting. (013.01A.) NCYF Community High School has been identified as being deficit of Rule 10 requirements in the area(s) of: 007.04A Media Specialist

Due to the inability to hire a properly endorsed school librarian or meet regulatory requirements through flexibilities in Rule 10, the Nebraska Correctional Youth Facility (NCYF) is requesting approval for a waiver of the Library/Media Specialist certification which shall remain in effect for no more than three years while they continue to search for a school librarian and implement a plan to ensure the quality of education provided to students is not diminished.

A previous waiver request was submitted to the Board and approved in May 2022.

NCYF has submitted all required information as stated in Rule 10 section 013 Waivers and Plans.

**PROPOSED BOARD MEETING (MONTH/YEAR):** January 2025

**ESTIMATED COST:**

**FOR CONTRACTS AND GRANTS:**

- Indicate the Funding Source: (*--e.g., Federal, State*)
- New or Renewal:
- If renewal, date of first approval:

*(--Following the funding source, include a statement that indicates if/ how the activity is part of an annual budget or allocation, or, approved as an activity for a grant. For example, "The funds for this contract are budgeted in the Office's annual allocation of state funds." Another example, "The funds for this activity are included in the grant award for this program.")*

**FOR NEW CONTRACTS OR OTHER CONTRACTS REQUIRING PROCUREMENT:**

- Indicate the method of procurement:
- Rationale for method of procurement:
- Rationale for contractor selection:

**FOR GRANT SUBAWARDS:**

- Describe the grantee selection process:

*\*Updated 08.15.2023*



Jim Pillen, Governor

To: Dr. Brian L. Maher, Nebraska Education Commissioner

From: Susan Harder, Principal, NCYF Community High School

Re: NCYF Community High School Request of Waiver for Regulation 007.04A

November 1, 2024

Re-Submission Date: November 22, 2024

Commissioner:

NCYF Community High School continues to work with a unique population in that our students are all currently incarcerated in the Nebraska Department of Correctional Services (NDCS adult correctional setting). Our students come from a wide range of past academic programs and are at varying stages with academic skills and abilities. We are currently working with a student population of thirty-five (35) students on site at the Nebraska Correctional Youth Facility through the NCYF Community High School and assigned five teaching positions. Given our unique population and small number of concurrent students being served, we have barriers that negatively impact our functioning as a Rule 10 School and result in the need for the Rule 10 Special Purpose Agreement to facilitate and accommodate our specific setting.

Annually, as part of our continuous improvement plan, we look specifically at goals to:

- 1) Improve math skills / skill levels for all students.
- 2) Increase staff and student access to technology in education.
- 3) Identify educational status and communicate specific needs to students in a timely fashion.

Programmatically, we have additional goals specific to the high school:

- 1) Meet with all potential high school students within 5 days of arrival in the facility.
- 2) Ensure assessment within 30 days of admission.
- 3) Ensuring all students enrolling complete career readiness assessments/career interest inventories
- 4) Increase high school completions each year by 10%

Rob Jeffrey, Director

**Department of Correctional Services**

**NEBRASKA CORRECTIONAL YOUTH FACILITY**

2610 North 20<sup>th</sup> Street East Omaha, NE 68110

Phone: 402-595-2000 Fax: 402-636-8610

[corrections.nebraska.gov](http://corrections.nebraska.gov)

Each of the listed goals are designed with the intent of meeting the definition of our school Mission Statement:

The Mission of the NCYF Community High School and the NDCS Education Department is to provide learning opportunities to empower students with the knowledge, skills, and attitudes to succeed upon return to their communities. In addition to this overarching goal, NDCS Education has adopted a goal of including multicultural education and creating an atmosphere based on dignity and inclusiveness, focused on academic growth with respect to cultural dignity.

Staffing continues to be a concern while ensuring compliance with the NCYF Community High School Rule 10 Special Purpose Agreement. We have repeatedly been unable to find and employ a Library Media Specialist for our school library. We have previously requested and were granted a waiver of the librarian requirement for our school, and we continue to need to do the same. Our library is compliant with rules governing the number of publications required and the number of new books purchased each year, but we continue to be unable to locate a properly endorsed staff member to fulfill the role. Attempts to get other staff already on board to complete the Library Media Endorsement have fallen short and we continue to be non-compliant with this component of Rule 10. Thus, we continue to seek an outside applicant for the position.

(013.01A) As noted in our Fall Assurance Statement being submitted for PY2024-2025, NCYF Community High School has been identified again this year as being deficit of Rule 10 requirements in the area(s) of:

#### 007.04A Media Specialist

This continues to be a deficit for the NCYF Community High School. No qualified candidate has been found to fulfill the requirements of this position. As a Department, Nebraska Department of Correctional Services (NDCS), employs a Masters' level Librarian who oversees the libraries at all NDCS sites. However, he does not possess the Library Media Specialist certification nor is he a certificated educator.

In a past meeting with the Accreditation Office, we had discussed waiving the requirement for this position and / or modifying it to permit this Masters' level Librarian be utilized in place of the certificated teacher/library media specialist. We continue to serve less than 60 students in our school thus, per policy we need a certificated Library Media Specialist 20% of the time. We still have two staff members who have previously begun the certification process, but one dropped out due to conflicts outside of work (and the other is the principal). Additionally, attempts to hire a certificated teacher with the additional endorsement for Library Media Specialist have not been fruitful.

Thus, at this juncture, we respectfully request consideration for an additional waiver of the Library/Media Specialist certification.

(013.01B) As a part of the NDCS accreditation requirements, there are libraries located at all NDCS sites. Each site library is overseen/supervised by a staff member with a master's in library sciences and has at least one on site staff member who has or is working on the Public Librarian Certification through the Nebraska Library Commission. At present, the master's level librarian is primarily located at one Lincoln location, but he does make site visits as needed to all sites and the staff member at the NCYF maintaining his Public Librarian Certification is Skyler Saathoff. He participates regularly in all library meetings (minimum of monthly meetings) with other similarly placed staff from other sites and continues to garner needed continuing education credits to remain eligible for his certification.

Teachers at the NCYF Community High School, teach based on the needs of the student body and courses are arranged to meet those highly individualized needs. Each teacher wears a number of different professional hats both in and outside of their endorsed areas. As such, they are used to integrating learning from other areas into whatever courses they may be teaching. Within the confines of various English and Social Studies classes, various aspects of Library skills are taught to our students. Research skills are a component of the English IV A class with one fifth of the course focusing on writing research papers. This curriculum includes a range of skills related to the tasks generally reinforced by a Library Media Specialist. In accordance with our Rule 10 Special Purpose Agreement, NCYF Community High School is required to have 1 teacher assigned to supervise each of the following academic areas: Language Arts, Math, Science, and Social Studies. Any of our teachers are permitted to be the assigned teacher of record, but we have these four positions filled with properly endorsed staff to supervise the curriculum.

(013.01C) Given the requirements placed upon us by the Nebraska Department of Correctional Services to have a staff member at each site with (or working on) a Public Librarian Certification overseen by a master's level staff with a degree in Library Science as well as our teachers integrating Library Media responsibilities into their other class assignments and the exception in our Special Purpose Agreement which allows teachers to teach outside their endorsed areas I believe we have done a viable job of creating a working plan to cover the needs of 007.04A without having the required endorsed staff member on duty. We do have a continuous posting for a teacher (until filled) and have requested the added endorsement of Library Media Specialist as this teacher will, like the other NCYF teachers, be assigned multiple duties. Additionally, as library media endorsed staff have not previously responded to job postings with the NCYF Community High School, staff may be surveyed, and volunteers requested to begin the library media endorsement program. We have repeatedly tried to fill the position from outside so training one of our own staff may be our only way of becoming compliant with this requirement.

(013.01D) The resources that will be re-allocated to accomplish this plan will be ensuring the continued certification of the Public Librarian acting within the NCYF Community High School Library as well as ensuring the English and Social Studies teachers continue to provide library media enhancing curriculum.

(013.01E) The request for waiver is three years during which time we will further strive to hire or get a staff member endorsed in the area of Library Media.

(013.01F) Progress on this plan will be updated annually with the Fall Assurance Statement submitted to the Nebraska Department of Education by November 1st.

*Susan G. Harder*  
Susan G. Harder, Principal  
NCYF Community High School

11/22/2024  
Date

Rob Jeffreys, Director  
**Department of Correctional Services**

**NEBRASKA CORRECTIONAL YOUTH FACILITY**  
2610 North 20<sup>th</sup> Street East Omaha, NE 68110  
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## PROPOSED AGENDA ITEM RATIONALE

**DATE:** January 21, 2025

**TO:** Dr. Brian L. Maher  
Commissioner of Education

**FROM:** Melody Hobson

**PROPOSED AGENDA ITEM:** Approve Rule 11 teacher waiver request from Schuyler Public Schools

**AGENDA ITEM TYPE:** Discussion

### **RATIONALE/BACKGROUND INFORMATION:**

- Operation of school district and Educational Service Unit (ESU) early childhood programs are governed by the Nebraska Department of Education Rule 11: Regulations for the Approval of Prekindergarten Programs Established by School Boards and Educational Service Units and for the Issuance of Early Childhood Education Grants (Title 92, Nebraska Administrative Code, Chapter 11).
- The Nebraska State Board of Education is charged with approving Prekindergarten (early childhood education and care programs for children birth to compulsory attendance age) programs operated by school districts and educational service units annually.
- Teachers in school district and ESU prekindergarten classrooms are required to hold a valid Nebraska Teaching Certificate with an early childhood endorsement.
- School districts that hire individuals with a valid teaching certificate, but no early childhood endorsement must ensure that the teacher work toward earning an early childhood endorsement.
- School districts that cannot hire one or more teacher(s) who hold a valid teaching certificate of any kind must apply for a Rule 11 waiver for the teacher(s).
- Nebraska State Board has the authority/responsibility to either approve or deny the Rule 11 waiver.
- Schuyler public schools is adding an infant toddler classroom as part of their Sixpence (Early Childhood Education Endowment) grant.
- The district has been unable to find a certificated teacher to fill the teacher position in this new grant classroom.
- They have identified an internal candidate who has been a paraprofessional in their preschool and elementary school who is willing to complete her degree and obtain certification.
- The teacher has an associate degree in early childhood education from Central Community College and is pursuing her bachelor's degree in early childhood education working toward a teaching certificate with an Early Childhood Inclusive Endorsement.

**PROPOSED BOARD MEETING:** Information – December 2024, January 2025, Discussion – February 2025, Action – March 2025.

**ESTIMATED COST: NA**

**FOR CONTRACTS AND GRANTS: NA**

- Indicate the Funding Source: (*--e.g., Federal, State*)
- New or Renewal:
- If renewal, date of first approval:

**FOR NEW CONTRACTS OR OTHER CONTRACTS REQUIRING PROCUREMENT: NA**

- Indicate the method of procurement:
- Rationale for method of procurement:
- Rationale for contractor selection:

**FOR GRANT SUBAWARDS: NA**

- Describe the grantee selection process:

*\*Updated 08.15.2023*



## PROPOSED AGENDA ITEM RATIONALE

**DATE:** January 22, 2025

**TO:** Dr. Brian L. Maher  
Commissioner of Education

**FROM:** Brad Dirksen, Administrator, Accreditation, Certification, & Approval  
Jim Kent, Director, Educator Preparation Program Approval

**PROPOSED AGENDA ITEM:** Pilot Process for conducting clinical observations for Speech Language Pathology virtually for the University of Nebraska Kearney

**AGENDA ITEM TYPE (contract/grant/rule/program/other):** other

### **RATIONALE/BACKGROUND INFORMATION:**

Section 009 of Rule 20, Regulations for the Approval of Educator Preparation Programs (EPP), was added in the most recent revision to the Rule, effective June 2, 2024. This section of Rule allows for an EPP to submit a request to the Board for a pilot program or processes that would provide flexibility to one or more regulations found in Rule 20.

The Rule allows the Board to approve requested pilot programs or processes for up to three years if the plan demonstrates high likelihood that the requested flexibility related to applicable regulations of the Chapter will promote quality learning, equity and/or accountability. If approved, the University of Nebraska Kearney will provide annual progress reports to the Board.

At the end of the approved time period for the pilot program or process, the educator preparation program may request, and be granted, Board approval to continue the pilot program for a period of up to three additional years if the educator preparation program demonstrates that the pilot program or process is meeting the objectives for which flexibility related to applicable regulations of this Chapter was granted.

The University of Nebraska Kearney has submitted information in their request for a pilot process related to section 005.03C. Starting with Spring Semester 2025, UNK proposes that all required observations for Speech-Language Pathology students seeking initial certification be completed virtually. This request is driven by the widespread geographic locations of our students' placements, which often span across Nebraska and into other states, making in-person visits both logistically difficult and make faculty less available to on-campus students.

UNK is dedicated to maintaining the high standards established by the Nebraska Department of Education (NDE) and the Council on Academic Accreditation of Audiology and Speech-Language Pathology (CAA) for our Speech-Language Pathology program. They plan to utilize HIPAA-compliant video observation software to ensure secure and encrypted visual and audio interactions between faculty and students during virtual observations. The UNK Speech-Language Pathology program has already implemented this technology and methodology for pre-

DR. BRIAN L. MAHER, COMMISSIONER



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student teaching field experiences and clinical internships occurring in the medical setting. This method adheres to the technology-based observation guidelines permitted for teaching certification programs. Additionally, national CAA accreditation does not mandate in-person site visits for field experience students.

The Speech-Language Pathology program at UNK collects a variety of data throughout the year to assess student competencies and clinical performance. To gather data on the impact of virtual visits during student teaching, the UNK Speech-Language Pathology program will disseminate short, anonymous Qualtrics surveys (attached) to the cooperating SLPs and UNK students at the end of the placement. The focus of the surveys will be on effective implementation of virtual visits to support student progress in their placements.

The Communication Disorders (CDIS) department, which houses the Speech-Language Pathology graduate program, collects data from student clinical performance, alumni and employer surveys, comprehensive exam results, and Praxis pass rates to gauge program effectiveness. These programmatic assessment measures are reviewed annually by the department faculty at the Fall Retreat, which initiates data-driven conversations about program modifications. The CDIS department will include the new virtual visit survey to systematically analyze the impact on students and feasibility for continued use. All data are systematically reported at the University level to reflect the prior academic year after being reviewed by department faculty.

Current 92 NAC 20 005.03C Speech Language Pathology and School Psychologist Preparation Programs at the Initial Teacher Certification Level Field Experience requires that the educator preparation program must ensure that a minimum of three (3) formal onsite observations by faculty are conducted.

The request and supporting materials from the University of Nebraska Kearney are attached.

**PROPOSED BOARD MEETING (MONTH/YEAR):** Discussion Item February 2025  
Action Item March 2025

**ESTIMATED COST:** \$0

**FOR CONTRACTS AND GRANTS:** N/A

**FOR NEW CONTRACTS OR OTHER CONTRACTS REQUIRING PROCUREMENT:** N/A

**FOR GRANT SUBAWARDS:** N/A

*\*Updated 08.15.2023*

September 18, 2024

Mr. Jim Kent  
Director, Educator Preparation Program Approval  
Nebraska Department of Education  
P.O. Box 94987  
Lincoln, NE 68509-4987

Dear Mr. Kent,

I am writing to formally request the initiation of a pilot process concerning the field experience observation requirement (005.03C) for University of Nebraska Kearney (UNK) Speech-Language Pathology master's degree candidates.

According to Rule 20, initial certification speech-language pathology candidates are required to have a minimum of three (3) formal, on-site observations during their initial teacher certification field experience. Given the increasing travel costs and the changing educational landscape, we propose that these observations be conducted virtually. Starting in the spring of 2025, UNK proposes that all required observations for Speech-Language Pathology students seeking initial certification be completed virtually. This request is driven by the widespread geographic locations of our students' placements, which often span across Nebraska and into other states, making in-person visits both logistically difficult and make faculty less available to on-campus students.

### **Resource Optimization and Benefits**

At UNK, full-time faculty are responsible for supervising Speech-Language Pathology candidates. The advantages of virtual visits are substantial:

#### **Increased Time for Class Instruction and Student Support**

1. Enhanced Teaching Availability:
  - Eliminating travel allows faculty to recover several hours each week, which can be redirected toward improving class instruction. This extra time enables faculty to create more thorough lesson plans, engage more deeply with students, and provide prompt feedback on assignments. Over time, this could result in better prepared graduate student clinicians when completing the field experience.
2. Better Student Access to Faculty:
  - With additional time available, faculty can extend office hours, be more accessible for consultations, and engage in extracurricular activities that benefit

student learning. This increased availability can enhance the overall educational experience for all students, not just those in the Speech-Language Pathology program.

### **Flexibility and Accessibility**

#### 1. Scheduling Flexibility:

- Virtual visits can be arranged at times that suit both faculty and students, leading to more frequent and consistent supervision sessions. This flexibility allows for better responsiveness to student needs. Past student teachers have requested a visit during the opening sessions of the day, however, the time necessary for travel prohibited the UNK supervisor from meeting this request. Virtual visits support faculty engagement with student teachers during times of successes and challenges according to the student's request. This also provides opportunity to build support for cooperating SLPs to encourage their continued hosting of student teachers.

#### 2. Adaptability to Unexpected Events:

- Virtual visits are unaffected by weather conditions, transportation issues, or other unforeseen circumstances that might disrupt travel. Additionally, virtual visits are more easily rescheduled when illness or scheduling dilemmas arise. This ensures that supervision remains consistent and reliable, providing a stable support system for students.

### **Reduced Travel Time and Costs**

#### 1. Elimination of Travel Barriers:

- Travel for supervision often involves significant time commitments, particularly if placements are distant from the institution. Virtual visits remove the need for travel, freeing up faculty time and allowing them to focus more on student and site needs.

#### 2. Cost Savings for the Institution:

- Travel expenses, including transportation, accommodation, and meals, can be substantial. Virtual visits eliminate these costs, enabling the institution to allocate resources more effectively. This helps prevent potential tuition or fee increases for students due to travel-related expenses.

### **Enhanced Use of Technology**

#### 1. Integration of Digital Tools:

- Virtual visits utilize digital tools such as video conferencing platforms, which offer features like screen sharing, session recording, and real-time document collaboration. These tools enhance the supervision experience and provide additional learning opportunities for students.

#### 2. Development of Digital Competencies:

- Conducting virtual supervision helps both faculty and students develop valuable digital skills that are increasingly important in the modern educational and

professional environments. Familiarity with these tools prepares students for roles where virtual interactions are common.

In summary, the greatest benefit of this proposal is time gained by faculty to be re-invested in students. The time currently dedicated to windshield time traveling to in-person visits could be directed toward student learning in preparation for field experiences, while maintaining high-quality visits of SLP student field experiences.

### **Maintaining Educational Standards**

UNK is dedicated to maintaining the high standards established by the Nebraska Department of Education (NDE) and the Council on Academic Accreditation of Audiology and Speech-Language Pathology (CAA) for our Speech-Language Pathology program. We plan to utilize HIPAA-compliant video observation software to ensure secure and encrypted visual and audio interactions between faculty and students during virtual observations. The UNK Speech-Language Pathology program has already implemented this technology and methodology for pre-student teaching field experiences and clinical internships occurring in the medical setting. This method adheres to the technology-based observation guidelines permitted for teaching certification programs. Additionally, it is important to highlight that national CAA accreditation does not mandate in-person site visits for field experience students.

**Timeline:** UNK is asking for three years, January 2025-December 2027, to pilot this process.

**Reporting:** The Speech-Language Pathology program at UNK collects a variety of data throughout the year to assess student competencies and clinical performance. To gather data on the impact of virtual visits during student teaching, the UNK Speech-Language Pathology program will disseminate short, anonymous Qualtrics surveys (attached) to the cooperating SLPs and UNK students at the end of the placement. The focus of the surveys will be on effective implementation of virtual visits to support student progress in their placements.

The Communication Disorders (CDIS) department, which houses the Speech-Language Pathology graduate program, collects data from student clinical performance, alumni and employer surveys, comprehensive exam results, and Praxis pass rates to gauge program effectiveness. These programmatic assessment measures are reviewed annually by the department faculty at the Fall Retreat, which initiates data-driven conversations about program modifications. The CDIS department will include the new virtual visit survey to systematically analyze the impact on students and feasibility for continued use. All data are systematically reported at the University level to reflect the prior academic year after being reviewed by department faculty.

Allowing virtual visits for Speech-Language Pathology supervision offers a strategic advantage for UNK faculty by addressing the challenges associated with in-person visits.

This transition not only boosts the efficiency and effectiveness of the supervision process but also frees up valuable time for faculty to focus on teaching and student support. Embracing virtual visits enables the institution to optimize resource allocation, enhance the overall educational experience, and better prepare both faculty and students for a future where digital interactions are increasingly important. Thank you for considering our request. We value your commitment to upholding high educational standards and look forward to working together to ensure the success of our Speech-Language Pathology graduate candidates.

Thank you for your time and consideration of this proposal.

Sincerely,

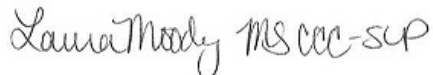


Whitney Schneider-Cline, Ph.D., CCC-SLP

Associate Professor

Department Chair, Communication Disorders Department

University of Nebraska Kearney



Laura Moody, M.S.Ed., CCC-SLP

Senior Lecturer

Clinic & Internship Coordinator, Communication Disorders Department

University of Nebraska Kearney

# UNK SLP Pilot Assessment Measures

## Surveys of Cooperating SLPs & Students

- Cooperating SLP Survey
  1. How many UNK SLP student teachers have you hosted for their student teaching experience?
  2. When the UNK faculty supervisor completed their visits across all of your students, were those visits completed in person, virtual, or both?
    - in person visits
    - virtual visits
    - both in-person visit and virtual visits
    - Comments:
  3. How effective was the virtual visit compared to an on-site visit during a student teaching experience?
    - More effective
    - Equally effective
    - Less effective
    - Comments:
  4. Was the UNK faculty supervisor more available for virtual visits compared to your prior experience with in person visits?
    - More available
    - Equally available
    - Less available
    - Comments:
- SLP Student Survey
  1. Did the virtual visit with your UNK supervisor (Clinic & Internship Coordinator) meet your needs to progress through your school internship teaching experience?
    - Yes
    - No
    - Comments:
  2. Was the UNK faculty supervisor available for virtual visits during a preferable timeframe to support your school internship teaching experience?
    - Optimal timeframe
    - Neutral timeframe
    - Non-preferred timeframe
    - Comments:

## Time Savings of UNK Faculty Supervisor

- Comparison data of in person visits to virtual visits
  1. Time savings
  2. Cost savings
  3. Investment of above savings (reallocation of time savings)



## PROPOSED AGENDA ITEM RATIONALE

**DATE:** January 22, 2025

**TO:** Dr. Brian L. Maher  
Commissioner of Education

**FROM:** Brad Dirksen, Administrator, Accreditation, Certification, & Approval  
Jim Kent, Director, Educator Preparation Program Approval

**PROPOSED AGENDA ITEM:** Pilot Process for conducting clinical observations for School Psychology virtually for the University of Nebraska Kearney

**AGENDA ITEM TYPE (contract/grant/rule/program/other):** other

### **RATIONALE/BACKGROUND INFORMATION:**

Section 009 of Rule 20, Regulations for the Approval of Educator Preparation Programs (EPP), was added in the most recent revision to the Rule, effective June 2, 2024. This section of Rule allows for an EPP to submit a request to the Board for a pilot program or processes that would provide flexibility to one or more regulations found in Rule 20.

The Rule allows the Board to approve requested pilot programs or processes for up to three years if the plan demonstrates high likelihood that the requested flexibility related to applicable regulations of the Chapter will promote quality learning, equity and/or accountability. If approved, the University of Nebraska Kearney will provide annual progress reports to the Board.

At the end of the approved time period for the pilot program or process, the educator preparation program may request, and be granted, Board approval to continue the pilot program for a period of up to three additional years if the educator preparation program demonstrates that the pilot program or process is meeting the objectives for which flexibility related to applicable regulations of this Chapter was granted.

The University of Nebraska Kearney has submitted information in their request for a pilot process related to section 005.03C. Starting with Spring Semester 2025, UNK proposes that all required observations for School Psychology students seeking initial certification be completed virtually. This request is driven by the widespread geographic locations of our students' placements, which often span across Nebraska and into other states, making in-person visits both logistically difficult and make faculty less available to on-campus students.

The University of Nebraska Kearney School Psychology Program is committed to upholding the high standards set by the Nebraska Department of Education (NDE) and the National Association of School Psychologists (NASP) accreditation board. They intend to use the secure, University based Zoom accounts for faculty and students with a password protected meeting created for all visits and supervision meetings. This approach allows for the ability to observe, communicate and collaborate in a similar method as an onsite visit, but due to the nature of a virtual visit, allows for greater flexibility and increased frequency of visits and supervision, if needed. It is also important to note

DR. BRIAN L. MAHER, COMMISSIONER



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that NASP accreditation does not require in-person site visits for field experience students.

The UNK School Psychology Program collects data throughout the year reflecting student competencies and performance in a variety of areas. The program will continue to use the field experience evaluations (practicum and internship) to assess and report on student performance and create an additional anonymous Qualtrics survey to send to supervising school psychologists and school psychology students at the end of the placement (i.e. end of the academic year) to gather data on the impact of virtual visits during the field experience. The focus of the survey will be on the effective implementation of virtual visits and supervision to support school psychology student progress during the field experience. Additionally, the University faculty supervisor will document all virtual visits and supervision meetings with goals and outcomes.

School Psychology Program faculty collects data through a variety of measures throughout the academic year to assess student outcomes, i.e. field experience evaluations, annual reviews, comprehensive exams, graduate exit surveys, Praxis scores, etc. These assessments are reviewed annually by program faculty to initiate data-driven conversations about strengths and needs of the program. The School Psychology Program will include the new virtual visit survey in the assessment process to analyze and determine the impact on students and feasibility of continued use. All data are reported at the University level in the fall to reflect the prior academic year. The program faculty will also create a report specific to the impact and continued use of virtual visits for the NDE.

Current 92 NAC 20 005.03C Speech Language Pathology and School Psychologist Preparation Programs at the Initial Teacher Certification Level Field Experience requires that the educator preparation program must ensure that a minimum of three (3) formal onsite observations by faculty are conducted.

The request and supporting materials from the University of Nebraska Kearney are attached.

**PROPOSED BOARD MEETING (MONTH/YEAR):** Discussion item February 2025  
Action Item March 2025

**ESTIMATED COST:** \$0

**FOR CONTRACTS AND GRANTS:** N/A

**FOR NEW CONTRACTS OR OTHER CONTRACTS REQUIRING PROCUREMENT:** N/A

**FOR GRANT SUBAWARDS:** N/A

*\*Updated 08.15.2023*



September 25, 2024

Mr. Jim Kent  
Director, Educator Preparation Program Approval Nebraska Department of Education  
P.O. Box 94987  
Lincoln, NE 68509-4987

Dear Mr. Kent,

Please accept this letter as an official request for the initiation of an official pilot process considering the recent Rule 20 changes which permit pilot program and process requests. This specific request focuses on the field experience observation requirements (Section 005.03C) for the University of Nebraska at Kearney School Psychology, Education Specialist degree candidates.

**009.01** It is our understanding per section 005.03C that a minimum of three (3) formal onsite observations by faculty are conducted for school psychology candidates. We are requesting flexibility in meeting this requirement for two primary reasons. The first is to respond to extenuating circumstances that limit the educator preparation program's ability to meet the formal onsite, field experience observation requirement, and the second is to optimize the resources and benefits for students through an alternative means of meeting this requirement.

**009.02A** The extenuating circumstances that limit the program's ability to meet the field experience onsite observation requirement relate to faculty availability to meet the logistical challenges created by the field experience sites/locations. The UNK School Psychology program has three full-time faculty positions and enrolls students from rural Nebraska as well as the metro areas in the eastern part of the state (Lincoln and Omaha). As the shortage of school psychologists continues, the UNK program has sought to help address the shortage by being more accessible and accommodating for students. Our goal is to provide high quality training for students and allow them gain experiences in and serve schools across the state. We do not want to limit a school districts access to trained school psychology students based on location and distance from the UNK school psychology training program. This does however create some challenges in terms of faculty being able to conduct the formal onsite field experience visits.

The need for full-time faculty members to travel several hours to conduct formal onsite field experience visits limits the faculty members availability to all students as well as their availability to complete the roles and responsibilities they fulfill within the training program. These extenuating circumstances have led the UNK School Psychology program to rely more on school psychology adjunct instructors and site supervisors with virtual meetings for field experience observations. The ongoing connection and collaboration the full-time faculty have with the adjunct instructors and supervisors have allowed the program to continue providing high-quality training and support for the graduate students.

**009.02B** The UNK School Psychology program will be able to optimize resources and benefits for both students and faculty by allowing the field experience visits and supervision to be conducted virtually. Full-time, experienced faculty members will be responsible for the supervision of field experiences at the practicum and internship levels and will complete a minimum of three virtual field experience visits and supervision meetings for all school psychology graduate students. By allowing them to be conducted virtually, the UNK School Psychology Program could continue enrolling students and serving school districts across Nebraska.

The benefits to faculty members include spending less time traveling and having more time to dedicate to course preparation, prompt and thorough grading/feedback, responding to student questions and needs, and program related activities. Faculty would also be more accessible to all graduate students (both in person and virtually as needed) and to field supervisors as virtual meetings and visits would allow for more frequent and flexible scheduling since the time, costs, and conditions for travel would not need to be considered. The increased time devoted to training and availability for engaging with students can enhance the overall training and educational experience for all students in the program. Over time, this could result in a higher level of training and better prepared graduate students in school psychology.

Finally, the integration and use of technology for virtual visits and supervision allows the faculty member, student, and if needed, field supervisor to connect, share, collaborate, and work through real-time situations or documents that need reviewed and completed. The flexibility virtual visits and supervision allow mean the faculty member can have more frequent contact and “be there” virtually during some of the best and most challenging times of their experience. The use of this technology not only benefits the students while completing the field experience but also provides them with skills and experiences to use in the future where virtual interactions are needed.

**009.02C** The University of Nebraska Kearney School Psychology Program is committed to upholding the high standards set by the Nebraska Department of Education (NDE) and the National Association of School Psychologists (NASP) accreditation board. We intend to use the secure, University based Zoom accounts for faculty and students with a password protected meeting created for all visits and supervision meetings. This approach allows for the ability to observe, communicate and collaborate in a similar method as an onsite visit, but due to the nature of a virtual visit, allows for greater flexibility and increased frequency of visits and supervision, if needed. It is also important to note that NASP accreditation does not require in-person site visits for field experience students.

**009.02D** Not applicable

**009.02E** The University of Nebraska Kearney, School Psychology Program is requesting for three years, January 2025 – December 2027 to pilot this process.

**009.02F** The UNK School Psychology Program collects data throughout the year reflecting student competencies and performance in a variety of areas. The program will continue to use the field experience evaluations (practicum and internship) to assess and report on student performance and create an additional anonymous Qualtrics survey to send to supervising school psychologists and school psychology students at the end of the placement (i.e. end of the academic year) to gather data on the impact of virtual visits during the field experience. The focus of the survey will be on the effective implementation of virtual visits and supervision to support school psychology student progress during the field experience. Additionally, the University faculty supervisor will document all virtual visits and supervision meetings with goals and outcomes.

School Psychology Program faculty collects data through a variety of measures throughout the academic year to assess student outcomes, i.e. field experience evaluations, annual reviews, comprehensive exams, graduate exit surveys, Praxis scores, etc. These assessments are reviewed annually by program faculty to initiate data-driven conversations about strengths and needs of the program. The School Psychology Program will include the new virtual visit survey in the assessment process to analyze and determine the impact on students and feasibility of continued use. All data are reported at the University level in the fall to reflect the prior academic year. The program faculty will also create a report specific to the impact and continued use of virtual visits for the NDE.

The approval of the request for the University of Nebraska School Psychology Program to conduct the three required formal observations virtually rather than onsite will allow faculty to address the extenuating circumstances outlined above and optimize resources and benefits for both students and faculty. The virtual process will not only improve the overall

educational training and experiences for all but also prepare faculty and students to embrace digital interactions as they become more necessary. Thank you for your time and consideration of this request. We appreciate your dedication to the preparation of future educators and school psychologists and look forward to working collaboratively with you as we navigate the everchanging needs of the educational world.

On behalf of the University of Nebraska, School Psychology Program, sincerely,

A handwritten signature in cursive script, appearing to read "Tammi Ohmstede".

Tammi Ohmstede, Ph.D., NCSP  
Professor and School Psychology Program Chair  
Counseling, School Psychology, and Family Science Department  
University of Nebraska at Kearney  
[ohmstedetj@unk.edu](mailto:ohmstedetj@unk.edu)  
308-865-8834

**UNK School Psychology Pilot Assessment Measure:  
Survey of Supervisors and School Psychology Students**

(rate all questions on a Likert scale 1=disagree; 2= neutral; 3= agree)

1. How engaging was the virtual field experience visit?
2. Did the virtual format allow for sufficient observations and interactions among participants?
3. Did the virtual field experience visit or supervision meeting help achieve the learning outcomes outlined before the visit?
4. Was the virtual platform and quality of the audio, video, and other media adequate for the visit?
5. Did the use of the virtual visits enhance your learning experience?
6. Did you feel the virtual visit could replicate the onsite visit adequately?
7. Was the UNK faculty supervisor available for virtual visits at times that were preferred by you to support the field experience?
8. How satisfied are you with the overall virtual field experience visit?



## STATE BOARD OF EDUCATION RULES AND REGULATIONS COMMITTEE REPORT

Date: February 6, 2025

The Rules and Regulations Committee reports on the February 6, 2025, meeting of the committee. Members present were chair Maggie Douglas, vice chair Liz Renner, Kirk Penner, and Elizabeth Tegtmeier.

NDE staff provided an overview of the rulemaking process. Committee members reviewed the rules report.

The committee reviewed the hearing draft of Rule 3: Identification of High Ability Learners and may provide feedback to the Commissioner within the next week before the hearing draft is approved. The committee reviewed policy issues related to potential revisions of Rule 11: Regulations for the Approval of Prekindergarten Programs and a proposed revision timeline. The committee reviewed necessary revisions for Rule 86: Breakfast Meals Served at Public Schools and a proposed revision timeline. The committee will continue discussions and plans to recommend revisions to the board within the year on both rules. Last, the committee reviewed the approval process for educator preparation programs, pursuant to Rule 20, and discussed potential revisions to ensure compliance. The committee will continue discussions and plans to recommend revisions to the board within the year.

This concludes the Rules and Regulations Committee report.

Maggie Douglas, Chair

\*Submit a printed copy to the Committee Chair and email to the Recording Secretary.



To: Dr. Brian L. Maher, Commissioner of Education  
From: Debra Holmes, Paralegal  
Date: January 28, 2025  
Subject: Report on Rules

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**Awaiting Approval by the Attorney General and Governor**

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Title 92, Nebraska Administrative Code, Chapter 21, *Regulations for the Issuance of Certificates and Permits to Teach, Provide Special Services, and Administer in Nebraska Schools*

|   |                  |
|---|------------------|
| Public Hearing Held:                      | December 3, 2024 |
| Approved by the State Board of Education: | December 6, 2024 |
| Approved by the Attorney General:         | _____            |
| Approved by the Governor:                 | _____            |

Title 92, Nebraska Administrative Code, Chapter 24, *Regulations for Certificate Endorsements*

|   |                  |
|---|------------------|
| Public Hearing Held:                      | December 3, 2024 |
| Approved by the State Board of Education: | December 6, 2024 |
| Approved by the Attorney General:         | _____            |
| Approved by the Governor:                 | _____            |

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**Consideration of Potential Hearing Draft for Recommendation to the Commissioner**

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Title 92, Nebraska Administrative Code, Chapter 3, *Regulations Governing High Ability Learners*

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**Information Items – February Rules and Regulations Committee Meeting**

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Title 92, Nebraska Administrative Code, Chapter 11, *Regulations for the Approval of Prekindergarten Programs Established by School Boards or Educational Service Units and for the Issuance of Early Childhood Education Grants*

Title 92, Nebraska Administrative Code, Chapter 20, *Regulations for the Approval of Educator Preparation Programs*

Title 92, Nebraska Administrative Code, Chapter 86, *Regulations and Procedures for Public School Breakfast Program Reimbursement*

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**Rules Being Prepared for Repeal**

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Title 92, Nebraska Administrative Code, Chapter 8, *Regulations for School Finance and Budgeting / State Funding of Educational Service Units and Learning Communities*

Title 92, Nebraska Administrative Code, Chapter 22, *Regulations Governing the Master Teacher Program*

Title 92, Nebraska Administrative Code, Chapter 25, *Regulations Governing the Excellence in Teaching Act*

Title 92, Nebraska Administrative Code, Chapter 26, *Regulations and Procedures for Mentor Teacher Programs*

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**Other Rules in the Revision Process**

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Title 92, Nebraska Administrative Code, Chapter 6, *Regulations and Standards for Uniform Sharing of Student Data, Records and Information*

Title 92, Nebraska Administrative Code, Chapter 10, *Regulations and Procedures for the Accreditation of Schools*

Title 92, Nebraska Administrative Code, Chapter 13, *Regulations and Procedures for Exempting Schools for which Parents Elect Not to Meet Legal Requirements for School Approval and Accreditation*

Title 92, Nebraska Administrative Code, Chapter 14, *Regulations and Procedures for the Legal Operation of Approved Nonpublic Schools*

Title 92, Nebraska Administrative Code, Chapter 17, *Regulations Governing the Approval of Alternative Schools, Classes, or Programs for Expelled Students*

Title 92, Nebraska Administrative Code, Chapter 19, *Regulations Regarding School Enrollment*

Title 92, Nebraska Administrative Code, Chapter 47, *Regulations for Career Academy Programs Established by School Districts*

Title 92, Nebraska Administrative Code, Chapter 51, *Regulations and Standards for Special Education Programs*

\*\*Title 93, Nebraska Administrative Code, Chapters 1-16, *Personnel Rules*, is in the process of being revised, but will be considered by the Executive Committee as the title is related to the negotiated agreement.\*\*

## NDE CONTRACTS

| DATE REC'D | CONTRACT # | AMENDMENT # | CONTRACT NAME  | MAXIMUM CONTRACT AMOUNT | START DATE | ENDING DATE | FUNDING SOURCE  | SCOPE OF SERVICES  | CONTACT PERSON   |
|------------|------------|-------------|--|-------------------------|------------|-------------|-----------------|--|------------------|
| 1/1/2024   | 44247      |             | <a href="#">Big Green Tomato</a>                         | \$5,300                 | 1/12/2024  | 1/11/2025   | Federal         | Serve as Procurement Coach   | Zainab Rida      |
| 1/2/2024   | 43268      | AM#3        | <a href="#">Linda Clavel</a>                             | \$29,000                |            |             | Federal         | Increase amount  | Amy Rhone        |
| 1/2/2024   | 44253      |             | <a href="#">Grace Timm</a>                               | \$4,106.97              | 1/2/2024   | 5/3/2024    | General         | Transform highly technical research.   | Lane Carr        |
| 1/2/2024   | 44256      |             | <a href="#">Little Gerkins Child Care</a>                | \$2,000                 | 1/1/2024   | 12/31/2024  | General         | Provide classrooms.  | Melody Hobson    |
| 1/2/2024   | 44254      |             | <a href="#">Samuel Kelly</a>                             | \$4,106.97              | 1/2/2024   | 5/3/2024    | General         | Transform highly technical research.   | Lane Carr        |
| 1/5/2024   | 44175      | AM#1        | <a href="#">Marna Stack</a>                              | \$24,200                |            |             | Federal         | Increase amount  | Zainab Rida      |
| 1/5/2024   | 44255      |             | <a href="#">Scott Phillips</a>                           | \$12,000                | 1/1/2024   | 2/1/2025    | Federal         | 2024 NE Teacher of Year  | David Jespersen  |
| 1/8/2024   | 44257      |             | <a href="#">Easter Seals</a>                             | \$6,068                 | 1/1/2024   | 12/31/2024  | Federal         | Provide training.<br>Develop Farm to ECE Garden materials & Heartland Farm School and ECE Institute content for Institute retreat and year-long program development program.   | Lindy Foley      |
| 1/8/2024   | 44261      |             | <a href="#">Black Chick Farm</a>                         | \$37,900                | 1/12/2024  | 1/11/2025   | Federal         |  | Zainab Rida      |
| 1/9/2024   | 44264      |             | <a href="#">Beginnings Early Development Center</a>      | \$3,000                 | 2/2/2024   | 2/1/2025    | Federal/General | Provide classrooms   | Melody Hobson    |
| 1/9/2024   | 44263      |             | <a href="#">Reed Family Learning Academy</a>             | \$3,000                 | 1/15/2024  | 1/14/2025   | Federal/General | Provide classrooms   | Melody Hobson    |
| 1/9/2024   | 44252      |             | <a href="#">Slalom</a>                                   | \$136,240               | 12/4/2023  | 4/12/2024   | Federal         | Develop data system  | Kristin Yates    |
| 1/11/2024  | 44262      |             | <a href="#">Brain &amp; Body Balancing</a>               | \$17,000                | 1/15/2024  | 1/14/2025   | Federal/General | Coaching/trng svcs   | Melody Hobson    |
| 1/12/2024  | 44057      | AM#1        | <a href="#">TNTP</a>                                     | \$393,794               |            |             | General         | Increase amount/scope  | Amy Rhone        |
| 1/17/2024  | 44259      |             | <a href="#">OCIO-Siva Saggurthi</a>                      | \$104,413.85            | 1/1/2024   | 9/27/2024   | Federal         | Application Development  | Kristin Yates    |
| 1/17/2024  | 44260      |             | <a href="#">OCIO-Nidhi Upadhyay</a>                      | \$102,268.89            | 1/4/2024   | 9/27/2024   | Federal         | SPED support and programming   | Kristin Yates    |
| 1/17/2024  | 43399      | AM#1        | <a href="#">Community Language Cooperative</a>           |                         |            |             |                 | Revise quote so not billed for multiple repeating words.   | Melody Hobson    |
| 1/17/2024  | 44268      |             | <a href="#">Vivavic</a>                                  | \$170,430               | 1/18/2024  | 9/30/2024   | Federal         | Build an e-Learning Management System.   | Zainab Rida      |
| 1/18/2024  | 44240      |             | <a href="#">Kitamba Mgmt LLC</a>                         | \$213,000               | 1/1/2024   | 6/30/2024   | Cash            | Complete Nebraska Education Innovation Network Phase V: Data Visualization   | Kristin Yates    |
| 1/18/2024  | 44258      |             | <a href="#">Dick Meyer</a>                               | \$15,000                | 1/2/2024   | 4/30/2024   | General         | Provide consultation to Commissioner on statewide assessment strategies.   | Ryan Foor        |
| 1/18/2024  | 44266      |             | <a href="#">Value-Up</a>                                 | \$30,000                | 1/15/2024  | 9/30/2024   | Federal         | Provide training.  | Zainab Rida      |
| 1/19/2024  | 43326      | AM#2        | <a href="#">Ha'Hanna Consulting</a>                      |                         |            |             |                 | Extend ending date   | Amy Rhone        |
| 1/23/2024  | 44272      |             | <a href="#">OCIO-Donna Roddam</a>                        | \$98,238.84             | 1/19/2024  | 9/27/2024   | Federal         | GIS coordination, development and support  | Kristin Yates    |
| 1/23/2024  | 44275      |             | <a href="#">World Speaks</a>                             | \$36,000                | 2/1/2024   | 1/31/2025   | Federal/General | Provide oral interpretation and written translation for training materials.  | Melody Hobson    |
| 1/24/2024  | 44276      |             | <a href="#">OCIO-Martine Pola</a>                        | \$72,738.09             | 1/30/2024  | 9/27/2024   | Federal         | Systems Development  | Kristin Yates    |
| 1/25/2024  | 44274      | AM#1        | <a href="#">Creative Press &amp; Design</a>              | \$15,000                | 3/1/2024   | 2/28/2025   | Federal         | Sign production & shipping   | Melody Hobson    |
| 1/26/2024  | 43301      | AM#2        | <a href="#">UNMC</a>                                     |                         |            |             |                 | Extend ending date   | Amy Rhone        |
| 1/31/2024  | 43408      |             | <a href="#">Public Consulting Group</a>                  |                         |            |             |                 | Extend ending date   | Lindy Foley      |
| 1/31/2024  | 44277      |             | <a href="#">Jack Michael Lionberger</a>                  | \$45,000                | 2/12/2024  | 6/30/2024   | Federal         | Medical consultant svcs  | Krysti Michl     |
| 1/31/2024  | 44271      |             | <a href="#">Hayes &amp; Associates</a>                   | \$46,278                | 1/15/2024  | 9/30/2024   | Federal         | Child & Adult Care Food Program Audits   | Zainab Rida      |
| 1/31/2024  | 44269      |             | <a href="#">UNMC</a>                                     | \$70,859                | 2/7/2024   | 1/6/2025    | Federal         | Evaluate grants/PBIS trainings   | Amy Rhone        |
| 2/1/2024   | 44270      |             | <a href="#">UNL</a>                                      | \$12,100                | 1/25/2024  | 1/24/2025   | Federal/General | CDA visits and training svcs   | Melody Hobson    |
| 2/1/2024   | 44265      |             | <a href="#">Children's Hospital &amp; Medical Center</a> | \$18,000                | 1/11/2024  | 1/9/2025    | Federal         | Provide tobacco prevention education.  | Zainab Rida      |
| 2/1/2024   | 44279      |             | <a href="#">Janus Software</a>                           | \$245,485.35            | 2/1/2024   | 8/30/2024   | Federal         | Complete IT security assessment.   | Kristin Yates    |
| 2/2/2024   | 44273      |             | <a href="#">Lynette Breedlove</a>                        | \$5,000                 | 12/12/2023 | 1/31/2024   | Federal         | Prepare materials for 90 minute module.  | Allyson DenBeste |
| 2/2/2024   | 44101      | AM#2        | <a href="#">ESU #2</a>                                   |                         |            |             |                 | Change in date, location, schedule, budget and in planning members.  | Lindy Foley      |
| 2/12/2024  | 44278      | AM#1        | <a href="#">Colleen Svoboda</a>                          | \$5,040                 | 2/2/2024   | 2/1/2025    | Federal         | Provide facilitation.  | Zainab Rida      |
| 2/12/2024  | 43141      | AM#1        | <a href="#">Brianna Gable</a>                            |                         |            |             | Federal         | Extend ending date and increase amount.  | Shirley Vargas   |
| 2/12/2024  | 43359      | AM#1        | <a href="#">OCIO-Tom Kapocius</a>                        |                         |            |             | Federal         | Extend ending date and increase amount.  | Kristin Yates    |
| 2/12/2024  | 43404      | AM#1        | <a href="#">OCIO-Mary Yeruva</a>                         |                         |            |             | Federal         | Extend ending date and increase amount.  | Kristin Yates    |
| 2/12/2024  | 44078      | AM#1        | <a href="#">The Foundry</a>                              |                         |            |             | Federal         | Extend ending date and increase amount.  | Zainab Rida      |
| 2/12/2024  | 44285      |             | <a href="#">Therapeutic Play</a>                         | \$9,000                 | 4/1/2024   | 3/31/2025   | Federal         | Conduct breakout sessions.   | Amy Rhone        |
| 2/13/2024  | 44251      |             | <a href="#">UNL</a>                                      | \$26,700                | 2/10/2024  | 2/9/2025    | Federal         | Assist schools in increasing awareness of MyPlate symbol, resources, school meal nutritional quality and nutrition equity among key audiences.   | Zainab Rida      |
| 2/13/2024  | 43428      |             | <a href="#">Lexis Nexis</a>                              | \$41,784                | 7/1/2023   | 6/30/2026   | Federal         | Legal research services.   | Tamra Walz       |
| 2/16/2024  | 44286      |             | <a href="#">Tasha Jedlicka</a>                           | \$13,000                | 3/1/2024   | 2/28/2025   | Federal/General | Conduct program quality ratings for Step Up to Quality.  | Melody Hobson    |
| 2/20/2024  | 44284      |             | <a href="#">Children's Nebraska</a>                      | \$83,500                | 2/5/2024   | 9/29/2024   | Federal         | Children's school social work coordinator will serve as a Nebraska Department of Education representative to serve on the NDE School Mental Health team.   | Zainab Rida      |
| 2/20/2024  | 44281      | AM#1        | <a href="#">Lrene Smith</a>                              | \$9,000                 | 3/1/2024   | 2/28/2025   | Federal/General | Coaching/trng svcs   | Melody Hobson    |
| 2/20/2024  | 44205      |             | <a href="#">Diego Gamero</a>                             |                         |            |             | Federal         | Increase amount/consideration.   | Melody Hobson    |
| 2/20/2024  | 44290      |             | <a href="#">Say Hey There</a>                            | \$9,000                 | 3/1/2024   | 8/31/2024   | Federal         | Build on current social media strategies.  | Zainab Rida      |
| 2/21/2024  | 44289      |             | <a href="#">Emily Aksamit</a>                            | \$19,800                | 3/1/2024   | 2/28/2025   | Federal/General | Provide ERS & CLASS observations for Step Up to Quality.   | Melody Hobson    |
| 2/21/2024  | 43408      | AM#3        | <a href="#">Public Consulting Group</a>                  |                         |            |             | Federal         | Increase amount/scope.   | Lindy Foley      |
| 2/21/2024  | 44288      |             | <a href="#">Heuristic Strategies</a>                     | \$198,756               | 2/5/2024   | 4/29/2024   | Federal         | Strategic planning and data governance activities for ECIDS.   | Kristin Yates    |
| 2/21/2024  | 44293      |             | <a href="#">Marzano Research</a>                         | \$49,500                | 2/19/2024  | 9/30/2024   | Federal         | Provide technical support for the development of the Request for Proposal for statewide assessment.<br>Clayton Early Learning Center will send one staff member who has been trained as an FCCERS-3 anchor to "double-code" with the Nebraska FCCRS-3 anchor. This will assist the Nebraska Anchor to maintain her level of reliability with FCCERS-3 tool to continue in the anchor capacity for Nebraska Step Up to Quality. | Allyson DenBeste |
| 2/21/2024  | 44267      |             | <a href="#">Clayton Early Learning</a>                   | \$3,850                 | 4/1/2024   | 4/30/2024   | Federal         |  | Melody Hobson    |
| 2/22/2024  | 44283      |             | <a href="#">Bellwether Education Partners</a>            | \$400,000               | 1/31/2024  | 12/31/2024  | General         | Complete requirements of LB705 mandate.  | Kristin Yates    |

## NDE CONTRACTS

| DATE REC'D | CONTRACT # | AMENDMENT # | CONTRACT NAME   | MAXIMUM CONTRACT AMOUNT | START DATE | ENDING DATE | FUNDING SOURCE  | SCOPE OF SERVICES  | CONTACT PERSON               |
|------------|------------|-------------|---|-------------------------|------------|-------------|-----------------|--|------------------------------|
| 2/22/2024  | 44300      |             | <a href="#">District Management Group</a>                           | \$37,500                | 2/26/2024  | 6/30/2024   | General         | Implement Breakthrough Results Program.  | Shirley Vargas               |
| 2/22/2024  | 44280      |             | <a href="#">Chadron State College</a>                               | \$206,000               | 1/8/2024   | 6/30/2025   | General         | Develop cohort system.   | Lane Carr                    |
| 2/23/2024  | 44295      |             | <a href="#">UNL</a>   | \$6,270                 | 2/1/2024   | 1/31/2025   | Federal         | Maintain Nebraska Transition website.  | Amy Rhone                    |
| 2/23/2024  | 45000      |             | <a href="#">Data Recognition Corporation</a>                        | \$1,675,864             | 7/1/2024   | 6/30/2025   | Federal/General | Engage vendor in development, delivery and reporting NSCAS general assessments; provide benchmark assessment for Nebraska districts; support professional learning around assessments. | Allyson DenBeste             |
| 2/27/2024  | 43086      | AM#3        | <a href="#">PRISM Investigations</a>                                |                         |            |             |                 | Increase services/decrease expenses.   | Amy Rhone                    |
| 2/27/2024  | 44314      |             | <a href="#">Edwise</a>  | \$583,000               | 2/26/2024  | 9/30/2024   | Federal         | Assist in developing NDE web portal.   | Kristin Yates                |
| 2/28/2024  | 44294      |             | <a href="#">Janice Lee</a>  | \$4,500                 | 3/1/2024   | 2/28/2025   | General         | Provide training.  | Melody Hobson                |
| 2/28/2024  | 44302      |             | <a href="#">Angel Guardians</a>                                     | \$48,321.99             | 4/1/2024   | 7/31/2024   | Federal         | Provide summer transition program for youth ages 14-21.  | Lindy Foley                  |
| 2/28/2024  | 44306      |             | <a href="#">Goodwill Industries Omaha</a>                           | \$44,350.87             | 4/1/2024   | 7/31/2024   | Federal         | Provide summer transition program for youth ages 14-21.  | Lindy Foley                  |
| 2/28/2024  | 44304      |             | <a href="#">ESU 6</a>   | \$27,970.25             | 4/1/2024   | 7/31/2024   | Federal         | Provide summer transition program for youth ages 14-21.  | Lindy Foley                  |
| 2/28/2024  | 44309      |             | <a href="#">Easter Seals Nebraska</a>                               | \$48,971.18             | 4/1/2024   | 7/31/2024   | Federal         | Provide summer transition program for youth ages 14-21.  | Lindy Foley                  |
| 2/28/2024  | 44310      |             | <a href="#">Grand Island Public</a>                                 | \$48,767.33             | 4/1/2024   | 7/31/2024   | Federal         | Provide summer transition program for youth ages 14-21.  | Lindy Foley                  |
| 2/29/2024  | 44299      |             | <a href="#">Suzanne Schneider</a>                                   | \$7,000                 | 3/15/2024  | 3/14/2025   | Federal/General | Coaching/trng svcs   | Melody Hobson                |
| 2/29/2024  | 44307      |             | <a href="#">ESU 4</a>   | \$24,158.07             | 4/1/2024   | 7/31/2024   | Federal         | Provide summer transition program for youth ages 14-21.  | Lindy Foley                  |
| 2/29/2024  | 44308      |             | <a href="#">ESU 5</a>   | \$22,722.58             | 4/1/2024   | 7/31/2024   | Federal         | Provide summer transition program for youth ages 14-21.  | Lindy Foley                  |
| 2/29/2024  | 44297      |             | <a href="#">Susan Borcher</a>                                       | \$4,500                 | 3/1/2024   | 2/28/2025   | General         | Provide training.  | Melody Hobson                |
| 2/29/2024  | 44292      |             | <a href="#">WestEd</a>  | \$134,582               | 2/20/2024  | 8/20/2024   | Federal         | Conduct statewide middle school CTE leadscape analysis.  | Katie Graham                 |
| 2/29/2024  | 44296      |             | <a href="#">Ha'Hanna Consulting</a>                                 | \$75,000                | 3/1/2024   | 9/30/2024   | Federal         | Lead Indigenous Pedagogies project.  | Amy Rhone                    |
| 2/29/2024  | 44298      |             | <a href="#">Jennifer Snyder</a>                                     | \$4,500                 | 3/1/2024   | 2/28/2025   | General         | Provide training.  | Melody Hobson                |
| 2/29/2024  | 44279      | AM#1        | <a href="#">Janus Software</a>                                      |                         |            |             |                 | Revised payment schedule.  | Kristin Yates                |
| 2/29/2024  | 44315      |             | <a href="#">Jeannie Fielder</a>                                     | \$4,500                 | 3/1/2024   | 2/28/2025   | General         | Provide training.  | Melody Hobson                |
| 2/29/2024  | 44120      | AM#1        | <a href="#">ESU 17</a>  |                         |            |             |                 | Increase amount.   | Zainab Rida                  |
| 2/29/2024  | 44024      | AM#1        | <a href="#">Leah Merkwan</a>  |                         |            |             |                 | Increase amount.   | Melody Hobson                |
| 2/29/2024  | 44301      |             | <a href="#">OCIO-Praneeth Kakarla</a>                               | \$89,440                | 2/26/2024  | 9/27/2024   | Federal         | ETL development and support.   | Kristin Yates                |
| 3/1/2024   | 44118      | AM#1        | <a href="#">ESU 3</a>   |                         |            |             |                 | Increase amount.   | Zainab Rida                  |
| 3/4/2024   | 44305      |             | <a href="#">ESU 13</a>  | \$13,590.67             | 4/1/2024   | 7/31/2024   | Federal         | Provide summer transition program for youth ages 14-21.  | Lindy Foley                  |
| 3/4/2024   | 44282      |             | <a href="#">Green School Farms</a>                                  | \$8,180                 | 2/20/2024  | 2/19/2025   | Federal/General | Participate in Nebraska Farms to School Network strategic planning.  | Zainab Rida                  |
| 3/4/2024   | 44312      |             | <a href="#">Lincoln Public Schools</a>                              | \$46,400.52             | 4/1/2024   | 7/31/2024   | Federal         | Provide summer transition program for youth ages 14-21.  | Lindy Foley                  |
| 3/5/2024   | 44313      |             | <a href="#">Whispering Acres Trails &amp; Treasures</a>             | \$44,182.39             | 4/1/2024   | 7/31/2024   | Federal         | Provide summer transition program for youth ages 14-21.  | Lindy Foley                  |
| 3/5/2024   | 45001      |             | <a href="#">NWEA</a>  | \$8,962,295             | 7/1/2024   | 6/30/2025   | Federal/General | Engage vendor in development, delivery and reporting NSCAS general assessments.  | Allyson DenBeste             |
| 3/6/2024   | 44255      | AM#1        | <a href="#">Scott Phillips</a>                                      |                         |            |             |                 | Mileage reimbursement change.  | David Jespersen              |
| 3/6/2024   | 44303      |             | <a href="#">Beatrice YMCA</a>                                       | \$12,226.85             | 4/1/2024   | 7/31/2024   | Federal         | Provide summer transition program for youth ages 14-21.  | Lindy Foley                  |
| 3/6/2024   | 44316      |             | <a href="#">Office Innovations</a>                                  | \$20,000                | 3/1/2024   | 2/28/2025   | Federal         | Install furniture.   | Joel Scherling               |
| 3/7/2024   | 44158      | AM#1        | <a href="#">TCB Consulting dba CN Resource</a>                      |                         |            |             |                 | Increase amount/scope.   | Zainab Rida                  |
| 3/12/2024  | 44311      |             | <a href="#">Marcus Lincoln Hotel</a>                                | \$11,198.78             | 4/1/2024   | 7/31/2024   | Federal         | Provide summer transition program for youth ages 14-21.  | Lindy Foley                  |
| 3/12/2024  | 44317      |             | <a href="#">NE Commission for the Blind &amp; Visually Impaired</a> | \$24,999.99             | 3/10/2024  | 2/28/2025   | Federal         | Provide installation of equipment and individualized consumer training.  | Lindy Foley                  |
| 3/12/2024  | 44319      |             | <a href="#">OCIO</a>  | \$621,032.28            | 3/14/2024  | 9/27/2024   | Federal         | Provide IT project managers, trainers and business analysts.   | Kristin Yates                |
| 3/12/2024  | 44238      |             | <a href="#">UNL</a>   | \$33,051                | 3/8/2024   | 3/7/2025    | Federal         | Assist with farm to school strategic planning, project evaluation and development of a statewide farm to school network.   | Zainab Rida                  |
| 3/13/2024  | 44320      |             | <a href="#">Amara Munoz</a>   | \$15,000                | 3/15/2024  | 3/14/2025   | General         | Spanish translations of trainings and other documents.   | Melody Hobson                |
| 3/18/2024  | 44227      | AM#1        | <a href="#">OCIO-Aeshwarya Jain</a>                                 |                         |            |             |                 | Increase amount.   | Kristin Yates                |
| 3/19/2024  | 44287      |             | <a href="#">Midland University</a>                                  | \$350,000               | 1/14/2024  | 6/30/2025   | Cash            | Nebraska Teacher Apprenticeship program education provider.  | Lane Carr                    |
| 3/19/2024  | 44323      |             | <a href="#">OCIO-Sreekanth Pall</a>                                 | \$87,552                | 3/18/2024  | 9/27/2024   | Federal         | ETL development and support.   | Kristin Yates                |
| 3/19/2024  | 43084      | AM#2        | <a href="#">ACERI Partners</a>                                      |                         |            |             |                 | Increase amount.   | Amy Rhone                    |
| 3/19/2024  | 43087      | AM#2        | <a href="#">Nicole Stewart</a>                                      |                         |            |             |                 | Increase amount.   | Amy Rhone                    |
| 3/19/2024  | 43085      | AM#2        | <a href="#">Data Driven Enterprises</a>                             |                         |            |             |                 | Increase amount.   | Amy Rhone                    |
| 3/19/2024  | 44282      | AM#1        | <a href="#">Green School Farms</a>                                  |                         |            |             |                 | Increase amount.   | Zainab Rida                  |
| 3/20/2024  | 43401      | AM#1        | <a href="#">NAESP</a>   |                         |            |             |                 | Change ending date.  | Melody Hobson                |
| 3/20/2024  | 43086      | AM#4        | <a href="#">PRISM Investigations</a>                                |                         |            |             |                 | Increase amount.   | Amy Rhone                    |
| 3/21/2024  | 43411      | AM#1        | <a href="#">Kristi Albrecht</a>                                     |                         |            |             |                 | Increase expenses/decrease services.   | Melody Hobson                |
| 3/22/2024  | 44327      |             | <a href="#">Perfect Touch</a>                                       | \$11,749.80             | 4/1/2024   | 3/31/2025   | Federal         | Cleaning service for VR Kearney Office.  | Lindy Foley                  |
| 3/22/2024  | 44330      |             | <a href="#">Avenue Scholars</a>                                     | \$49,000                | 5/15/2024  | 7/15/2024   | Federal         | Develop and facilitate summer industry bootcamps.  | Katie Graham                 |
| 3/22/2024  | 44291      |             | <a href="#">ESUCC</a>   | \$500,000               | 2/9/2024   | 12/15/2024  | Federal         | Coordinating and providing cybersecurity training and consulting services.   | Kristin Yates                |
| 3/22/2024  | 44321      |             | <a href="#">UNL</a>   | \$49,530                | 4/1/2024   | 3/31/2025   | Federal         | Assist with meeting federal post-school outcome data reporting requirements.   | Amy Rhone                    |
| 3/25/2024  | 44318      |             | <a href="#">Sparq Data Solutions</a>                                | \$2,600                 | 4/1/2024   | 3/31/2025   | General         | NDE to access and use the web-based electronic meeting service software.   | Elizabeth Tegmeier/Ryan Foor |
| 3/26/2024  | 43399      | AM#2        | <a href="#">Community Language Cooperative</a>                      |                         |            |             |                 | Scope/consideration.   | Melody Hobson                |
| 3/28/2024  | 44331      |             | <a href="#">Emotionally Naked</a>                                   | \$8,000                 | 4/30/2024  | 5/13/2024   | Federal         | Provide four webinars to assist and support school mental health professionals and partners across the state.  | Zainab Rida                  |
| 4/1/2024   | 44325      |             | <a href="#">Meghan Gibbons</a>                                      | \$18,500                | 4/15/2024  | 4/14/2025   | Federal/General | Coaching/training services/complete program quality assessments in Early Childhood Education and Care programs.  | Melody Hobson                |
| 4/3/2024   | 44329      |             | <a href="#">Eric Knoll</a>  | \$5,000                 | 4/1/2024   | 7/31/2024   | Federal         | Facilitate NE CTE's jump start summer professional development workshop.   | Katie Graham                 |
| 4/4/2024   | 44336      |             | <a href="#">Shannon Hampson</a>                                     | \$2,400                 | 4/1/2024   | 3/31/2025   | General         | Provide classrooms.  | Melody Hobson                |

# NDE CONTRACTS

| DATE REC'D | CONTRACT # | AMENDMENT # | CONTRACT NAME  | MAXIMUM CONTRACT AMOUNT | START DATE | ENDING DATE | FUNDING SOURCE  | SCOPE OF SERVICES   | CONTACT PERSON   |
|------------|------------|-------------|--|-------------------------|------------|-------------|-----------------|---|------------------|
| 4/5/2024   | 44333      |             | <a href="#">Linda Meyers</a>   | \$20,800                | 5/1/2024   | 4/30/2025   | Federal/General | Training services and to conduct program quality assessments.   | Melody Hobson    |
| 4/5/2024   | 44328      |             | <a href="#">Strengths Connection</a>                                   | \$6,500                 | 4/10/2024  | 1/31/2025   | Federal/General | Facilitate Gallup strength finder assessment.   | Zainab Rida      |
| 4/5/2024   | 44324      |             | <a href="#">Nilofar Saidi</a>  | \$27,000                | 3/18/2024  | 7/30/2024   | Federal         | Serve as Coordinator for Afghan Refugee School Impact Grant to deliver workshop coordination for Afghan families. | Zainab Rida      |
|            |            |             |  |                         |            |             |                 | Serve as related education provider for the Nebraska Teaching Apprenticeship Program.                             | Lane Carr        |
| 4/8/2024   | 44334      |             | <a href="#">UNL</a>  | \$440,000               | 1/2/2024   | 6/30/2025   | Cash            | Develop and facilitate summer CTE Leadership Academy.   | Katie Graham     |
| 4/8/2024   | 44338      |             | <a href="#">Larry McElravy</a>   | \$5,000                 | 5/20/2024  | 8/31/2024   | Federal         | Increase amount.  | Zainab Rida      |
| 4/9/2024   | 44142      | AM#1        | <a href="#">ESU 11</a>   |                         |            |             | Federal         | Scope/consideration.  | Melody Hobson    |
| 4/9/2024   | 44274      | AM#1        | <a href="#">Creative Press &amp; Design</a>                            |                         |            |             | Federal         | Coaching/training services.   | Melody Hobson    |
| 4/9/2024   | 44332      |             | <a href="#">Michelle Ruppier</a>                                       | \$26,000                | 5/1/2024   | 4/30/2025   | Federal         | Provide online modules & inperson professional learning experience.   | Shirley Vargas   |
| 4/9/2024   | 44346      |             | <a href="#">TNTP</a>   | \$140,973               | 4/4/2024   | 6/30/2024   | Cash            | Scope.  | Melody Hobson    |
| 4/9/2024   | 44086      | AM#1        | <a href="#">Emspace</a>  |                         |            |             | Federal         | Increase amount.  | Zainab Rida      |
| 4/9/2024   | 44244      | AM#1        | <a href="#">Panhandle Public Health Dept.</a>                          |                         |            |             | Federal         | Develop and facilitate summer technical skill workshops.  | Katie Graham     |
| 4/9/2024   | 44335      |             | <a href="#">Central Community College</a>                              | \$15,211                | 5/28/2024  | 6/20/2024   | Federal         | Increase amount.  | Amy Rhone        |
| 4/9/2024   | 44285      | AM#1        | <a href="#">Mark Hald dba Therapeutic Play</a>                         |                         |            |             | Federal         | Scope.  | Kristin Yates    |
| 4/11/2024  | 44319      | AM#1        | <a href="#">OCIO</a>   |                         |            |             | Federal         | IT Applications Developer Seniors.  | Kristin Yates    |
| 4/11/2024  | 44348      |             | <a href="#">OCIO</a>   | \$432,000               | 4/15/2024  | 9/27/2024   | Federal         | Extend date.  | Zainab Rida      |
| 4/11/2024  | 42127      | AM#2        | <a href="#">UNL</a>  |                         |            |             | Federal         | Serve as State Officer Coordinator.   | Katie Graham     |
| 4/12/2024  | 44344      |             | <a href="#">Taryn Brown</a>  | \$24,000                | 4/15/2024  | 3/31/2025   | Federal         | Provide NAESP Pre-K-3 Leadership Academy.   | Melody Hobson    |
| 4/12/2024  | 44343      |             | <a href="#">National Assoc of Elementary School Principals (NAESP)</a> | \$170,000               | 4/30/2024  | 4/29/2025   | Federal         | Develop and facilitate summer CTE Leadership Academy.   | Katie Graham     |
| 4/12/2024  | 44337      |             | <a href="#">Lindsay Hastings</a>                                       | \$5,000                 | 5/20/2024  | 8/31/2024   | Federal         | Scope.  | Krysti Michl     |
| 4/15/2024  | 44018      | AM#1        | <a href="#">Eagle Delivery Service</a>                                 | \$49,500                | 4/30/2024  | 8/31/2024   | Federal         | Maintain Child Core Referral Network and training.  | Melody Hobson    |
| 4/15/2024  | 44339      |             | <a href="#">Student1</a>   |                         |            |             | Federal         | Extend date.  | Kristin Yates    |
| 4/15/2024  | 44252      | AM#1        | <a href="#">Slalom</a>   |                         |            |             | Federal         | Develop and facilitate summer technical skill workshops.  | Katie Graham     |
| 4/16/2024  | 44347      |             | <a href="#">Southeast Comm College</a>                                 | \$18,368                | 6/10/2024  | 6/26/2024   | Federal         | Provide training.   | Lindy Foley      |
| 4/17/2024  | 44350      |             | <a href="#">Share Collaborative</a>                                    | \$10,619.04             | 5/1/2024   | 8/31/2024   | Federal         | Provide classrooms used for CLASS observations.   | Melody Hobson    |
| 4/17/2024  | 44352      |             | <a href="#">B.E.T. Learning Academy Omaha</a>                          | \$3,000                 | 6/15/2024  | 6/14/2025   | Federal/General | Attend conference.  | Lindy Foley      |
| 4/17/2024  | 44341      |             | <a href="#">Renee Proksek</a>  | \$2,569                 | 4/8/2024   | 7/20/2024   | Federal         | Mail Services.  | Krysti Michl     |
| 4/17/2024  | 45003      |             | <a href="#">Eagle Delivery Service</a>                                 | \$16,941                | 7/1/2024   | 6/30/2025   | Federal         | Increase amount/extend date/scope.  | Lindy Foley      |
| 4/17/2024  | 43414      | AM#1        | <a href="#">Partners for Insightful Evaluation</a>                     |                         |            |             | Federal/General | Coaching/training services.   | Melody Hobson    |
| 4/18/2024  | 44342      |             | <a href="#">Lori Chleborad</a>   | \$7,000                 | 4/15/2024  | 4/14/2025   | Federal/General | Provide training and classroom observations.  | Melody Hobson    |
| 4/19/2024  | 44345      |             | <a href="#">Joan Callahan</a>  | \$19,350                | 4/15/2024  | 4/14/2025   | Federal/General | Provide comprehensive support/facilitate workshops.   | Lane Carr        |
| 4/22/2024  | 44351      |             | <a href="#">NE Children &amp; Families Foundation</a>                  | \$450,000               | 4/10/2024  | 3/30/2025   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/22/2024  | 45006      |             | <a href="#">Daniel Cronk</a>   | \$205,000               | 7/1/2024   | 6/30/2025   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/22/2024  | 45012      |             | <a href="#">Joanell Wheeler</a>  | \$126,000               | 7/1/2024   | 6/30/2025   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/22/2024  | 45008      |             | <a href="#">Helen Montoya</a>  | \$91,000                | 7/1/2024   | 6/30/2025   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/22/2024  | 45010      |             | <a href="#">Jerry Tanner</a>   | \$205,000               | 7/1/2024   | 6/30/2025   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/22/2024  | 45015      |             | <a href="#">Bradford Brabec</a>  | \$205,000               | 7/1/2024   | 6/30/2025   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/22/2024  | 45004      |             | <a href="#">Kathleen Barrett</a>                                       | \$111,000               | 7/1/2024   | 6/30/2025   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/22/2024  | 45016      |             | <a href="#">Kevin Coughlin</a>   | \$205,000               | 7/1/2024   | 6/30/2025   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/22/2024  | 44354      |             | <a href="#">Global Interpreting Network</a>                            | \$6,616.25              | 4/10/2024  | 5/1/2024    | General         | Provide written language translations.  | Allyson DenBeste |
| 4/22/2024  | 45018      |             | <a href="#">Patricia Newman</a>  | \$205,000               | 7/1/2024   | 6/30/2025   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/23/2024  | 45019      |             | <a href="#">Surgical Care</a>  | \$156,000               | 7/1/2024   | 6/30/2025   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/23/2024  | 45017      |             | <a href="#">Jack Lionberger</a>  | \$116,000               | 7/1/2024   | 6/30/2025   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/23/2024  | 45009      |             | <a href="#">Alexandra Suslow-Geditz</a>                                | \$176,000               | 7/1/2024   | 6/30/2025   | Federal         | Scope/consideration.  | Zainab Rida      |
| 4/23/2024  | 44246      | AM#1        | <a href="#">No More Empty Pots</a>                                     |                         |            |             | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/23/2024  | 45014      |             | <a href="#">Kathryn Benes</a>  | \$126,000               | 7/1/2024   | 6/30/2025   | Federal         | Increase amount.  | Zainab Rida      |
| 4/24/2024  | 44121      | AM#1        | <a href="#">ESU 13</a>   |                         |            |             | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/24/2024  | 45021      |             | <a href="#">Dianna Clyne</a>   | \$136,000               | 7/1/2024   | 6/30/2025   | Federal         | Facilitate/present at Early Development Network meetings.   | Amy Rhone        |
| 4/24/2024  | 44340      |             | <a href="#">HHS</a>  | \$10,000                | 4/5/2024   | 4/4/2025    | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/24/2024  | 45005      |             | <a href="#">Child &amp; Family Services</a>                            | \$176,000               | 7/1/2024   | 6/30/2025   | Federal         | Develop and facilitate summer technical skill workshops.  | Katie Graham     |
| 4/29/2024  | 44355      |             | <a href="#">Northeast Comm College</a>                                 | \$6,314                 | 5/28/2024  | 6/20/2024   | Federal         | Webmaster.  | David Jespersen  |
| 4/29/2024  | 44358      |             | <a href="#">OCIO-Matt Marron</a>                                       | \$49,900                | 4/29/2024  | 9/30/2024   | Federal         | Attend conference.  | Lindy Foley      |
| 4/30/2024  | 44353      |             | <a href="#">Courtney Thompson</a>                                      | \$2,547                 | 4/22/2024  | 7/20/2024   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/30/2024  | 45020      |             | <a href="#">Kevin Wycoff</a>   | \$151,000               | 7/1/2024   | 6/30/2025   | Federal         | Extend date/increase amount.  | Kristin Yates    |
| 4/30/2024  | 42404      | AM#3        | <a href="#">Jared Stevens</a>  |                         |            |             | Federal         | Provide trainings.  | Zainab Rida      |
| 4/30/2024  | 44356      |             | <a href="#">QPR Institute</a>  | \$18,360                | 4/8/2024   | 4/7/2025    | Federal         | Provide workshops.  | Amy Rhone        |
| 4/30/2024  | 45002      |             | <a href="#">Northern Signs Research</a>                                | \$2,400                 | 8/1/2024   | 9/30/2025   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/30/2024  | 45007      |             | <a href="#">Thomas Martin</a>  | \$126,000               | 7/1/2024   | 6/30/2025   | Federal         | Medical consultant svcs   | Krysti Michl     |
| 4/30/2024  | 45011      |             | <a href="#">Terri Vontz</a>  | \$61,000                | 7/1/2024   | 6/30/2025   | Federal         | Change amount/scope.  | Allyson DenBeste |
| 5/1/2024   | 45000      | AM#1        | <a href="#">Data Recognition Corporation</a>                           |                         |            |             | Federal         | Extend date/increase amount.  | Kristin Yates    |
| 5/2/2024   | 42405      | AM#3        | <a href="#">Benjamin Baumfalk</a>                                      |                         |            |             | Federal         | Increase amount/scope.  | Zainab Rida      |
| 5/3/2024   | 44153      | AM#2        | <a href="#">LINQ</a>   |                         |            |             | Federal         | Medical consultant svcs   | Krysti Michl     |
| 5/6/2024   | 45013      |             | <a href="#">Lee Branham</a>  | \$61,000                | 7/1/2024   | 6/30/2025   | Federal         | Extend date/increase amount.  | Lindy Foley      |
| 5/6/2024   | 41228      | AM#1        | <a href="#">Department of Labor</a>                                    |                         |            |             | Federal         | Provide training and support.   | Amy Rhone        |
| 5/6/2024   | 44357      |             | <a href="#">Ali Hearn Coaching &amp; Consulting</a>                    | \$48,500                | 5/29/2024  | 5/13/2025   | Federal         |   |                  |

## NDE CONTRACTS

| DATE REC'D | CONTRACT # | AMENDMENT # | CONTRACT NAME   | MAXIMUM CONTRACT AMOUNT | START DATE | ENDING DATE | FUNDING SOURCE  | SCOPE OF SERVICES  | CONTACT PERSON   |
|------------|------------|-------------|---|-------------------------|------------|-------------|-----------------|--|------------------|
| 5/7/2024   | 44348      | AM#1        | <a href="#">OCIO</a>  |                         |            |             |                 | Scope.   | Kristin Yates    |
| 5/7/2024   | 44363      |             | <a href="#">Brenda Saxe</a>   | \$19,000                | 5/15/2024  | 5/14/2025   | Federal/General | Coaching/training services.  | Melody Hobson    |
| 5/7/2024   | 44148      | AM#1        | <a href="#">NCSA</a>  |                         |            |             |                 | Scope/consideration.   | Amy Rhone        |
| 5/7/2024   | 43315      | AM#1        | <a href="#">NACTE</a>   |                         |            |             |                 | Other.   | Lane Carr        |
| 5/8/2024   | 44364      |             | <a href="#">SPED Strategies</a>   | \$37,000                | 5/13/2024  | 5/12/2025   | Federal         | Assist with Federal mandates.  | Amy Rhone        |
| 5/8/2024   | 44026      | AM#1        | <a href="#">Saffron Buettner</a>  |                         |            |             |                 | Increase amount.   | Melody Hobson    |
| 5/9/2024   | 44360      |             | <a href="#">NE Dept of Environment &amp; Energy</a>                     | \$12,000                | 6/1/2024   | 8/31/2024   | Federal         | Conduct health inspections.  | Zainab Rida      |
| 5/10/2024  | 44157      | AM#1        | <a href="#">Westat</a>  |                         |            |             |                 | Increase amount.   | Amy Rhone        |
| 5/10/2024  | 44238      | AM#1        | <a href="#">UNL</a>   |                         |            |             |                 | Extend date.   | Zainab Rida      |
| 5/10/2024  | 44156      | AM#1        | <a href="#">University of Massachusetts-Boston</a>                      |                         |            |             |                 | Increase amount.   | Lindy Foley      |
| 5/10/2024  | 44362      |             | <a href="#">Great Plains Top LLC</a>                                    | \$10,600                | 5/23/2024  | 9/30/2024   | Federal         | Provide facilitation training.   | Allyson DenBeste |
| 5/10/2024  | 44361      |             | <a href="#">Megan Crawford</a>  | \$18,000                | 5/15/2024  | 5/14/2025   | Federal         | Lesson development.  | Zainab Rida      |
| 5/13/2024  | 44024      | AM#2        | <a href="#">Leah Merkwán</a>  |                         |            |             |                 | Consideration.   | Melody Hobson    |
| 5/13/2024  | 44117      | AM#2        | <a href="#">Partnership for a Healthy Nebraska</a>                      |                         |            |             |                 | Increase amount.   | Zainab Rida      |
| 5/15/2024  | 44170      | AM#1        | <a href="#">Brain Injury Alliance of NE</a>                             |                         |            |             |                 | Increase amount.   | Lindy Foley      |
| 5/15/2024  | 44332      | AM#1        | <a href="#">Michelle Rupiper</a>  |                         |            |             |                 | Consideration.   | Melody Hobson    |
| 5/15/2024  | 44125      | AM#1        | <a href="#">ESU 7</a>   |                         |            |             |                 | Increase amount.   | Zainab Rida      |
| 5/15/2024  | 44367      |             | <a href="#">ESU 7</a>   | \$13,500                | 6/1/2024   | 5/31/2025   | General         | Provide training registrations.  | Melody Hobson    |
| 5/15/2024  | 42249      | AM#1        | <a href="#">NE Children &amp; Families Foundation</a>                   |                         |            |             |                 | Extend date.   | Zainab Rida      |
| 5/16/2024  | 44366      |             | <a href="#">Community Language Cooperative</a>                          | \$48,000                | 5/13/2024  | 5/12/2025   | Federal/General | Format/translate documents.  | Melody Hobson    |
| 5/20/2024  | 42405      | AM#4        | <a href="#">Benjamin Baumfalk</a>                                       |                         |            |             |                 | Increase amount.   | Kristin Yates    |
| 5/20/2024  | 44370      |             | <a href="#">ESU 7</a>   | \$49,500                | 5/15/2024  | 4/15/2025   | Federal         | Handle conference registrations.   | Zainab Rida      |
| 5/20/2024  | 44156      | AM#2        | <a href="#">University of Massachusetts-Boston</a>                      |                         |            |             |                 | Increase amount.   | Lindy Foley      |
| 5/21/2024  | 44371      |             | <a href="#">Cordes Keynotes &amp; Seminars</a>                          | \$3,764                 | 5/17/2024  | 6/7/2024    | General         | Facilitate State Officer Leadership Academy.   | Katie Graham     |
| 5/21/2024  | 45023      |             | <a href="#">Teaching Strategies</a>                                     | \$43,092                | 7/1/2024   | 6/30/2025   | Federal/General | Training services.   | Melody Hobson    |
| 5/21/2024  | 44049      | AM#1        | <a href="#">Sandra Miller</a>   |                         |            |             |                 | Consideration.   | Melody Hobson    |
| 5/21/2024  | 45001      | AM#1        | <a href="#">NWEA</a>  |                         |            |             |                 | Scope.   | Allyson DenBeste |
| 5/28/2024  | 44304      | AM#1        | <a href="#">ESU 6</a>   |                         |            |             |                 | Increase amount.   | Lindy Foley      |
| 5/28/2024  | 44050      | AM#1        | <a href="#">Ben Sparks</a>  |                         |            |             |                 | Increase amount.   | Lindy Foley      |
| 5/28/2024  | 44243      | AM#1        | <a href="#">Northeast NE Public Health Dept.</a>                        |                         |            |             |                 | Increase amount.   | Zainab Rida      |
| 5/28/2024  | 44306      | AM#1        | <a href="#">Goodwill Industries Omaha</a>                               |                         |            |             |                 | Scope.   | Lindy Foley      |
| 5/28/2024  | 44239      | AM#1        | <a href="#">Julie Jones-Branch</a>                                      |                         |            |             |                 | Increase amount.   | Melody Hobson    |
| 5/28/2024  | 45024      |             | <a href="#">ESU 9</a>   | \$220,000               | 7/1/2024   | 6/30/2025   | Federal         | Provide staff who will serve as NDE liason.  | Amy Rhone        |
| 5/28/2024  | 44374      |             | <a href="#">AI in Education</a>   | \$6,000                 | 6/10/2024  | 6/10/2024   | Federal         | Keynote speaker.   | Allyson DenBeste |
| 5/28/2024  | 44373      |             | <a href="#">Edvolve</a>   | \$5,500                 | 6/10/2024  | 6/11/2024   | Federal         | Conference speaker.  | Allyson DenBeste |
| 5/28/2024  | 44372      |             | <a href="#">Megan Shepherd</a>  | \$48,825                | 6/1/2024   | 5/31/2025   | Federal         | Edit online courses.   | Melody Hobson    |
| 5/28/2024  | 44369      |             | <a href="#">ESU 6</a>   | \$18,000                | 6/1/2024   | 5/31/2025   | General         | Provide trainings.   | Melody Hobson    |
| 5/28/2024  | 44368      |             | <a href="#">Fremont Children's Academy</a>                              | \$3,000                 | 6/1/2024   | 5/31/2025   | Federal/General | Provide classrooms.  | Melody Hobson    |
| 5/28/2024  | 44375      |             | <a href="#">Jaime Donally</a>   | \$5,500                 | 6/11/2024  | 6/12/2024   | Federal         | Keynote speaker.   | Allyson DenBeste |
| 5/28/2024  | 42219      | AM#4        | <a href="#">ACT</a>   |                         |            |             |                 | Other.   | Allyson DenBeste |
| 5/29/2024  | 44349      |             | <a href="#">UNL</a>   | \$500,000               | 4/10/2024  | 4/1/2025    | Federal         | Provide video recording in classrooms/homes.   | Melody Hobson    |
| 5/30/2024  | 44377      |             | <a href="#">Laurel Wheeler</a>  | \$10,000                | 5/28/2024  | 8/17/2024   | Federal         | Support National School Lunch & Summer Food Service programs.  | Zainab Rida      |
| 5/30/2024  | 45022      |             | <a href="#">UNMC</a>  | \$77,217                | 7/1/2024   | 6/30/2025   | Federal         | Work with child outcome process for Results Matter.  | Amy Rhone        |
| 5/30/2024  | 43422      | AM#1        | <a href="#">OCIO-Spencer Rue</a>  |                         |            |             |                 | Extend date/increase amount.   | Kristin Yates    |
| 5/30/2024  | 43420      | AM#1        | <a href="#">OCIO-DaWayne Perry</a>                                      |                         |            |             |                 | Extend date/increase amount.   | Kristin Yates    |
| 5/30/2024  | 44148      | AM#2        | <a href="#">NCSA</a>  |                         |            |             |                 | Consideration.   | Amy Rhone        |
| 5/30/2024  | 44142      | AM#2        | <a href="#">ESU 11</a>  |                         |            |             |                 | Scope.   | Zainab Rida      |
| 5/31/2024  | 42314      | AM#4        | <a href="#">Student1</a>  |                         |            |             |                 | Extend date/increase amount.   | Kristin Yates    |
| 6/3/2024   | 44302      | AM#1        | <a href="#">Angel Guardians</a>   |                         |            |             |                 | Scope.   | Lindy Foley      |
| 6/3/2024   | 45026      |             | <a href="#">META Associates</a>   | \$36,100                | 7/1/2024   | 6/30/2025   | Federal         | Provide annual external evaluation and facilitate State Service Delivery Plan.                               | Beth Wooster     |
| 6/3/2024   | 44127      | AM#1        | <a href="#">ESU 4</a>   |                         |            |             |                 | Increase amount.   | Zainab Rida      |
| 6/3/2024   | 44376      |             | <a href="#">Center for Safe &amp; Resilient Schools &amp; Workplace</a> | \$77,500                | 5/23/2024  | 5/22/2025   | Federal         | Provide facilitator trainings.   | Zainab Rida      |
| 6/3/2024   | 44140      | AM#1        | <a href="#">Emspace</a>   |                         |            |             |                 | Scope.   | Zainab Rida      |
| 6/4/2024   | 44265      | AM#1        | <a href="#">Children's Hospital &amp; Medical Center</a>                |                         |            |             |                 | Increase amount.   | Zainab Rida      |
| 6/5/2024   | 44359      |             | <a href="#">Douglas Co Health Dept</a>                                  | \$8,000                 | 6/1/2024   | 9/30/2024   | Federal         | Conduct health inspections.  | Zainab Rida      |
| 6/6/2024   | 44384      |             | <a href="#">Three Pillars Media</a>                                     | \$2,230                 | 6/7/2024   | 6/30/2024   | Federal         | Produce orientation video for VR.  | Lindy Foley      |
| 6/7/2024   | 44379      |             | <a href="#">Kristi Albrecht</a>   | \$16,000                | 6/15/2024  | 6/14/2025   | Federal/General | Coaching/training services.  | Melody Hobson    |
| 6/7/2024   | 45030      |             | <a href="#">Literacy Pro Systems</a>                                    | \$46,434                | 7/1/2024   | 6/30/2025   | Federal         | Serve as National Reporting Sstem online student data management system.                                     | Katie Graham     |
| 6/10/2024  | 44155      | AM#1        | <a href="#">Partners for insightful Evaluation</a>                      |                         |            |             |                 | Increase amount.   | Zainab Rida      |
| 6/14/2024  | 44350      | AM#1        | <a href="#">Share Collaborative</a>                                     |                         |            |             |                 | Increase amount/scope.   | Lindy Foley      |
| 6/17/2024  | 44381      |             | <a href="#">Rivet Education</a>   | \$49,000                | 6/7/2024   | 9/30/2024   | Federal         | Provide strategy and resources to support implementation of NE College & Career Ready Standards for Science. | Allyson DenBeste |
| 6/17/2024  | 45028      |             | <a href="#">Rebecca Dunlap-Morton</a>                                   | \$10,300                | 7/1/2024   | 6/30/2025   | Federal/General | Training services and complete program quality observations.   | Melody Hobson    |
| 6/17/2024  | 45029      |             | <a href="#">Leah Merkwán</a>  | \$26,000                | 7/1/2024   | 6/30/2025   | Federal/General | Coaching training and complete Step Up to Quality Guide Review.  | Melody Hobson    |
| 6/17/2024  | 45037      |             | <a href="#">Donelle Wolters</a>   | \$48,750                | 7/1/2024   | 6/30/2025   | Federal         | Serve as FFA Leadership Program Manager.   | Katie Graham     |

## NDE CONTRACTS

| DATE REC'D | CONTRACT # | AMENDMENT # | CONTRACT NAME   | MAXIMUM CONTRACT AMOUNT | START DATE | ENDING DATE | FUNDING SOURCE  | SCOPE OF SERVICES   | CONTACT PERSON        |
|------------|------------|-------------|---|-------------------------|------------|-------------|-----------------|---|-----------------------|
| 6/17/2024  | 45027      |             | <a href="#">Saffron Buettner</a>                            | \$32,000                | 7/1/2024   | 6/30/2025   | Federal/General | Coaching, training and complete program quality observations.   | Melody Hobson         |
| 6/17/2024  | 44321      | AM#1        | <a href="#">UNL</a>   |                         |            |             |                 | Consideration.  | Amy Rhone             |
| 6/17/2024  | 44386      |             | <a href="#">Deaf Services Unlimited</a>                     | \$5,130                 | 6/23/2024  | 8/31/2024   | Federal         | Provide interpreters.   | Amy Rhone             |
| 6/18/2024  | 44384      | AM#1        | <a href="#">Three Pillars Media</a>                         |                         |            |             |                 | Extend date/increase amount.  | Lindy Foley           |
| 6/18/2024  | 44122      | AM#1        | <a href="#">ESU 10</a>                                      |                         |            |             |                 | Increase amount.  | Zainab Rida           |
| 6/18/2024  | 45025      |             | <a href="#">NCSA</a>  | \$24,000                | 7/1/2024   | 8/31/2024   | General         | NDE Day at Administrator Days.  | Ryan For              |
| 6/20/2024  | 44392      |             | <a href="#">ESUCC</a>                                       | \$45,000                | 6/15/2024  | 9/27/2024   | Federal         | Technical development work for STEADfast Phase II Development Project.  | Kristin Yates         |
| 6/20/2024  | 42212      | AM#7        | <a href="#">Security Equipment Incorporated</a>             |                         |            |             |                 | Increase amount.  | Joel Scherling        |
| 6/20/2024  | 44389      |             | <a href="#">Cindy Gray</a>                                  | \$45,000                | 6/18/2024  | 6/17/2025   | Federal         | Develop process to identify and evaluate evidence-based reading professional learning options.                      | Allyson DenBeste      |
| 6/20/2024  | 45039      |             | <a href="#">Amanda Hoffmann</a>                             | \$48,750                | 7/1/2024   | 6/30/2025   | Federal/General | Serve as FFA Events Coordinator.  | Katie Graham          |
| 6/20/2024  | 45040      |             | <a href="#">Bartle &amp; Geier Law Firm</a>                 | \$20,000                | 7/1/2024   | 6/30/2025   | Federal         | Serve as Hearing Officer.   | Lindy Foley           |
| 6/20/2024  | 44393      |             | <a href="#">Partners for Insightful Evaluation</a>          | \$29,250                | 6/17/2024  | 9/30/2024   | Federal         | Format SEARCH pre and post surveys.   | Zainab Rida           |
| 6/20/2024  | 44158      | AM#2        | <a href="#">CN Resources</a>                                |                         |            |             |                 | Increase amount.  | Zainab Rida           |
| 6/20/2024  | 44245      | AM#1        | <a href="#">ESU 4</a>                                       |                         |            |             |                 | Increase amount.  | Zainab Rida           |
| 6/21/2024  | 45038      |             | <a href="#">Rita Porter</a>                                 | \$26,000                | 7/1/2024   | 6/30/2025   | General         | Srv as Microsoft IT Initiative Project Manager.   | Katie Graham          |
| 6/21/2024  | 44394      |             | <a href="#">Westminster Preschool</a>                       | \$3,000                 | 6/21/2024  | 6/20/2025   | Federal/General | Provide classrooms.   | Melody Hobson         |
| 6/21/2024  | 44388      |             | <a href="#">Firespring</a>                                  | \$20,400                | 6/15/2024  | 6/14/2025   | Federal/General | Manage website.   | Melody Hobson         |
| 6/24/2024  | 45035      |             | <a href="#">George Toman</a>                                | \$45,000                | 7/8/2024   | 7/7/2025    | Federal         | Provide consultation.   | Amy Rhone             |
| 6/24/2024  | 45036      |             | <a href="#">Traci Strazdas</a>                              | \$76,100                | 7/1/2024   | 6/30/2025   | Federal/General | Statewide anchor for the CLASS program quality observation tools.   | Melody Hobson         |
| 6/24/2024  | 44383      |             | <a href="#">Danielle Bettmann</a>                           | \$8,000                 | 6/7/2024   | 6/6/2025    | Federal         | Review and approval of independent study of documentation via NECPRS.   | Melody Hobson         |
| 6/25/2024  | 45033      |             | <a href="#">Arica Carlson</a>                               | \$16,000                | 7/1/2024   | 6/30/2025   | Federal         | Interpreting services.  | Lindy Foley           |
| 6/25/2024  | 44378      |             | <a href="#">UNL</a>   | \$49,800                | 5/1/2024   | 9/30/2024   | Federal         | Assist with school safety related work.   | Zainab Rida           |
| 6/25/2024  | 44391      |             | <a href="#">NS4ed LLC</a>                                   | \$270,000               | 6/21/2024  | 9/30/2024   | Federal         | Develop and provide access to a statewide labor market information dashboard.                                       | Katie Graham          |
| 7/1/2024   | 45049      |             | <a href="#">SPED Strategies</a>                             | \$520,000               | 7/1/2024   | 6/30/2027   | Federal         | Co-construct the Building Inclusive Leaders program content and implementation cycle.                               | Amy Rhone             |
| 7/1/2024   | 45043      |             | <a href="#">Sally Carlson</a>                               | \$36,000                | 7/1/2024   | 6/30/2025   | Federal         | Provide guidance and support in mental health psychological first aid for schools and suicide prevention awareness. | Zainab Rida           |
| 7/1/2024   | 45044      |             | <a href="#">Kimberly Jacobson</a>                           | \$36,000                | 7/1/2024   | 6/30/2025   | Federal         | Provide guidance and support in mental health psychological first aid for schools and suicide prevention awareness. | Zainab Rida           |
| 7/1/2024   | 42085      | AM#2        | <a href="#">Nebraska Children &amp; Families Foundation</a> |                         |            |             |                 | Increase amount.  | Zainab Rida           |
| 7/1/2024   | 45031      |             | <a href="#">Ben Sparks</a>                                  | \$16,000                | 7/1/2024   | 6/30/2025   | Federal         | Interpreting services.  | Lindy Foley           |
| 7/1/2024   | 45042      |             | <a href="#">TNTF</a>  | \$200,000               | 7/1/2024   | 6/30/2025   | Federal         | Support Isanti Community Schools.   | Amy Rhone             |
| 7/1/2024   | 44192      | AM#1        | <a href="#">Jared Noetzel</a>                               |                         |            |             |                 | Extend date.  | Zainab Rida           |
| 7/2/2024   | 45047      |             | <a href="#">ESU 1</a>                                       | \$8,100                 | 7/1/2024   | 6/30/2025   | General         | Provide training.   | Melody Hobson         |
| 7/3/2024   | 44193      | AM#1        | <a href="#">Samantha Kesselring</a>                         |                         |            |             |                 | Extend date.  | Zainab Rida           |
| 7/3/2024   | 45032      |             | <a href="#">Margaret Propp</a>                              | \$16,000                | 7/1/2024   | 6/30/2025   | Federal         | Interpreting services.  | Lindy Foley           |
| 7/8/2024   | 44302      | AM#2        | <a href="#">Angel Guardians</a>                             |                         |            |             |                 | Scope.  | Lindy Foley           |
| 7/9/2024   | 45045      |             | <a href="#">Boys Town</a>                                   | \$845,000               | 7/1/2024   | 6/30/2025   | General         | Establish anonymous reporting system supporting threat assessment teams.  | Zainab Rida           |
| 7/9/2024   | 45034      |             | <a href="#">State of Iowa-Dept of Education</a>             | \$117,311               | 7/1/2024   | 6/30/2025   | General         | Educational/residential services to Nebraska children & outh with hearing impairments.                              | Amy Rhone             |
| 7/10/2024  | 44023      | AM#1        | <a href="#">Kelcy Sass</a>                                  |                         |            |             |                 | Adjust ending date/amount of contract.  | Shirley Vargas        |
| 7/11/2024  | 44382      |             | <a href="#">Nebraska Children &amp; Families Foundation</a> | \$20,000                | 7/8/2024   | 12/31/2024  | Federal         | Support the implementaton of SEARCH.  | Zainab Rida           |
| 7/11/2024  | 44388      | AM#1        | <a href="#">Firespring</a>                                  |                         |            |             |                 | Scope.  | Melody Hobson         |
| 7/11/2024  | 44138      | AM#1        | <a href="#">ESU 16</a>                                      |                         |            |             |                 | Increase amount.  | Zainab Rida           |
| 7/11/2024  | 44124      | AM#1        | <a href="#">ESU 8</a>                                       |                         |            |             |                 | Increase amount.  | Zainab Rida           |
| 7/11/2024  | 44216      | AM#1        | <a href="#">Nebraska Appleseed</a>                          |                         |            |             |                 | Increase amount.  | Zainab Rida           |
| 7/11/2024  | 44243      | AM#2        | <a href="#">Northeast NE Public Health Dept.</a>            |                         |            |             |                 | Increase amount.  | Zainab Rida           |
| 7/11/2024  | 44244      | AM#2        | <a href="#">Panhandle Public Health Dept.</a>               |                         |            |             |                 | Increase amount.  | Zainab Rida           |
| 7/11/2024  | 44026      | AM#2        | <a href="#">Saffron Buettner</a>                            |                         |            |             |                 | Increase amount.  | Melody Hobson         |
| 7/11/2024  | 45051      |             | <a href="#">ESU 10</a>                                      | \$92,722                | 7/1/2024   | 6/30/2025   | Federal         | Provide staff to support ATP Education Program.   | Lindy Foley           |
| 7/11/2024  | 45048      |             | <a href="#">NCSA</a>  | \$7,100                 | 7/1/2024   | 9/1/2024    | Federal         | Provide keynote speaker for School Safety Summit.   | Zainab Rida           |
| 7/11/2024  | 45056      |             | <a href="#">Gina DeFreese</a>                               | \$9,400                 | 8/1/2024   | 7/31/2025   | General         | Completion of program quality observations/training services.   | Melody Hobson         |
| 7/11/2024  | 44380      |             | <a href="#">Sarah Hubbel</a>                                | \$9,500                 | 6/17/2024  | 6/16/2025   | Federal         | Facilitate development of educational resources.  | Zainab Rida           |
| 7/11/2024  | 44390      |             | <a href="#">David Majo</a>                                  | \$8,400                 | 6/5/2024   | 8/1/2024    | Federal         | Provide driving instructions to Afghan individuals.   | Zainab Rida           |
| 7/15/2024  | 44386      | AM#1        | <a href="#">Deaf Services Unlimited</a>                     |                         |            |             |                 | Increase amount.  | Amy Rhone             |
| 7/16/2024  | 45063      |             | <a href="#">Diane Ellis</a>                                 | \$7,500                 | 8/1/2024   | 7/31/2025   | General         | Provide coaching, training and observation work for Step Up to Quality.   | Melody Hobson         |
| 7/16/2024  | 44396      |             | <a href="#">The Leadership Academy</a>                      | \$16,600                | 6/29/2024  | 6/27/2025   | Federal         | Provide executive coaching and leadership development.  | Shirley Vargas        |
| 7/16/2024  | 45050      |             | <a href="#">Center for Rural Affairs</a>                    | \$40,000                | 7/12/2024  | 7/11/2025   | Federal         | Assist with planning & implementation of farm to school training.   | Zainab Rida           |
| 7/16/2024  | 45041      |             | <a href="#">Anderson &amp; Creager &amp; Wittstruck</a>     | \$40,000                | 7/1/2024   | 6/30/2025   | Federal         | Serve as hearing officer for Special Education & Nutrition Services.  | Amy Rhone/Zainab Rida |
| 7/16/2024  | 45046      |             | <a href="#">UNL</a>   | \$15,000                | 7/1/2024   | 12/1/2024   | Federal         | Support portion of total services for the Rural Nebraska Grow Your Own program at UNL.                              | Shirley Vargas        |
| 7/16/2024  | 45057      |             | <a href="#">Yukon Learning</a>                              | \$15,000                | 8/13/2024  | 8/16/2024   | Federal         | Train NDE staff in E-Learning and how to use their Articulate 360 accounts.   | Allyson DenBeste      |
| 7/16/2024  | 45052      |             | <a href="#">Sandra Miller</a>                               | \$21,500                | 7/15/2024  | 7/14/2025   | Federal/General | Coaching, observing and training services.  | Melody Hobson         |

## NDE CONTRACTS

| DATE REC'D | CONTRACT # | AMENDMENT # | CONTRACT NAME   | MAXIMUM CONTRACT AMOUNT | START DATE | ENDING DATE | FUNDING SOURCE | SCOPE OF SERVICES  | CONTACT PERSON   |
|------------|------------|-------------|---|-------------------------|------------|-------------|----------------|--|------------------|
| 7/16/2024  | 45059      |             | <a href="#">Firespring Printing</a>                     | \$15,975                | 7/15/2024  | 9/30/2024   | Federal        | Create 4 videos.   | Zainab Rida      |
| 7/16/2024  | 44209      | AM#1        | <a href="#">Sara Voss</a>                               |                         |            |             |                | Increase amount.   | Melody Hobson    |
| 7/16/2024  | 44121      | AM#2        | <a href="#">ESU 13</a>                                  |                         |            |             |                | Increase amount.   | Zainab Rida      |
| 7/16/2024  | 45058      |             | <a href="#">La Sonja Kirksey</a>                        | \$16,800                | 8/1/2024   | 7/31/2025   | General        | Provide training & observation work for Step Up to Quality.  | Melody Hobson    |
| 7/16/2024  | 45053      |             | <a href="#">Shape Nebraska</a>                          | \$10,000                | 7/3/2024   | 12/31/2024  | Federal        | Host Walk2 Unlock Nebraska mini grants.  | Zainab Rida      |
| 7/16/2024  | 44387      |             | <a href="#">UNO</a>                                     | \$200,000               | 6/1/2024   | 5/31/2025   | Federal        | Create microcredential courses to support teacher & leadership development.  | Shirley Vargas   |
| 7/23/2024  | 45061      |             | <a href="#">OCIO-Eric Tomasek</a>                       | \$208,771.65            | 7/1/2024   | 9/30/2025   | Federal        | Develop and implement SPED projects.   | Kristin Yates    |
| 7/23/2024  | 45060      |             | <a href="#">OCIO-Krishnaprasth Ravishandran</a>         | \$144,621.20            | 7/1/2024   | 9/30/2025   | Federal        | ETL development and support.   | Kristin Yates    |
| 7/23/2024  | 44056      | AM#1        | <a href="#">OCIO-Guna Vullipala</a>                     |                         |            |             |                | Extend date/increase amount.   | Kristin Yates    |
| 7/23/2024  | 44061      | AM#1        | <a href="#">OCIO-Sivakumar Reddy</a>                    |                         |            |             |                | Extend date/increase amount.   | Kristin Yates    |
| 7/23/2024  | 45062      |             | <a href="#">Nicole Long</a>                             | \$6,105                 | 8/1/2024   | 7/31/2025   | General        | Provide coaching, training and observation work for Step Up to Quality.  | Melody Hobson    |
| 7/23/2024  | 44346      | AM#1        | <a href="#">TNTF</a>                                    |                         |            |             |                | Extend date/increase amount.   | Allyson DenBeste |
| 7/23/2024  | 45064      |             | <a href="#">Dr Barbara Minton</a>                       | \$10,000                | 8/15/2024  | 9/30/2024   | Federal        | Provide music program.   | Zainab Rida      |
| 7/23/2024  | 45054      |             | <a href="#">National Center for Grow Your Own</a>       | \$900,000               | 7/1/2024   | 6/30/2027   | Federal        | Implement and execute registered apprenticeships for Teachers Technical Assistance Center.   | Brad Dirksen     |
| 7/23/2024  | 45055      |             | <a href="#">Resultant LLC</a>                           | \$171,250               | 7/1/2024   | 12/30/2024  | Federal        | Provide diagnostic examination of the NECPRS.  | Melody Hobson    |
| 7/30/2024  | 44292      | AM#1        | <a href="#">WestEd</a>                                  |                         |            |             |                | Extend date.   | Katie Graham     |
| 8/1/2024   | 45067      |             | <a href="#">Avenue Scholars</a>                         | \$228,900               | 7/29/2024  | 9/30/2024   | Federal        | Develop and provide access to Statewide workplace experience portal.   | Katie Graham     |
| 8/1/2024   | 45066      |             | <a href="#">Interaction Institute for Social Change</a> | \$11,100                | 8/1/2024   | 7/31/2025   | Federal        | Assist planning, design and facilitation of Nebraska Farm to School network strategic meetings.  | Zainab Rida      |
| 8/1/2024   | 45042      | AM#1        | <a href="#">TNTF</a>                                    |                         |            |             |                | Increase amount.   | Amy Rhone        |
| 8/4/2024   | 44362      | AM#1        | <a href="#">Great Plains Top LLC</a>                    |                         |            |             |                | Increase amount.   | Allyson DenBeste |
| 8/5/2024   | 44166      | AM#1        | <a href="#">The Resoloton Center</a>                    |                         |            |             |                | Consideration.   | Amy Rhone        |
| 8/5/2024   | 44164      | AM#1        | <a href="#">Concord Mediation Center</a>                |                         |            |             |                | Consideration.   | Amy Rhone        |
| 8/5/2024   | 45071      |             | <a href="#">Scottsbluff Public School</a>               | \$15,000                | 8/4/2024   | 9/15/2024   | Federal        | Provide back to school supplies to homeless.   | Beth Wooster     |
| 8/5/2024   | 44160      | AM#1        | <a href="#">Nebraska Mediation Center</a>               |                         |            |             |                | Consideration.   | Amy Rhone        |
| 8/5/2024   | 44072      | AM#1        | <a href="#">UNL</a>                                     |                         |            |             |                | Extend date.   | Lindy Foley      |
| 8/6/2024   | 45073      |             | <a href="#">UNO</a>                                     | \$1,285,250             | 7/19/2024  | 9/30/2024   | Federal        | Develop Nebraska Early Literacy Workshop.  | Allyson DenBeste |
| 8/6/2024   | 44159      | AM#1        | <a href="#">Central Mediation Center</a>                |                         |            |             |                | Consideration.   | Amy Rhone        |
| 8/6/2024   | 44349      | AM#1        | <a href="#">UNL</a>                                     |                         |            |             |                | Scope.   | Melody Hobson    |
| 8/7/2024   | 44188      | AM#1        | <a href="#">Jessica Trinidad</a>                        |                         |            |             |                | Scope/consideration.   | Melody Hobson    |
| 8/7/2024   | 45065      |             | <a href="#">NE Children &amp; Families Foundation</a>   | \$60,000                | 10/1/2024  | 9/30/2025   | Federal        | Facilitate workshops.  | Zainab Rida      |
| 8/12/2024  | 44172      | AM#1        | <a href="#">Michelle Gall</a>                           |                         |            |             |                | Extend date/increase amount.   | Allyson DenBeste |
| 8/12/2024  | 44162      | AM#1        | <a href="#">Mediation West</a>                          |                         |            |             |                | Consideration.   | Amy Rhone        |
| 8/12/2024  | 45077      |             | <a href="#">Crete Public Schools</a>                    | \$30,000                | 8/12/2024  | 8/30/2024   | Federal        | Provide back to school supplies to homeless.   | Beth Wooster     |
| 8/13/2024  | 45069      |             | <a href="#">Children's Nebraska</a>                     | \$47,500                | 7/31/2024  | 4/15/2025   | Federal        | AED/CPR trainings.   | Zainab Rida      |
| 8/14/2024  | 44279      | AM#2        | <a href="#">Janus Software</a>                          |                         |            |             |                | Extend date.   | Kristin Yates    |
| 8/14/2024  | 44257      | AM#1        | <a href="#">Easter Seals of NE</a>                      |                         |            |             |                | Increase amount/scope/consideration.   | Lindy Foley      |
| 8/15/2024  | 45082      |             | <a href="#">Hastings Public Schools</a>                 | \$30,000                | 8/18/2024  | 8/30/2024   | Federal        | Provide back to school supplies to homeless.   | Beth Wooster     |
| 8/15/2024  | 44113      | AM#1        | <a href="#">Jennifer Burkey</a>                         |                         |            |             |                | Increase amount/consideration.   | Melody Hobson    |
| 8/16/2024  | 45074      |             | <a href="#">Partners for Insightful Evaluation</a>      | \$28,000                | 9/1/2024   | 8/31/2025   | Federal        | Provide program performance evaluation services for Traumatic Brain Injury   | Lindy Foley      |
| 8/16/2024  | 45075      |             | <a href="#">ESUCC</a>                                   | \$1,900,000             | 8/11/2024  | 12/31/2025  | Federal        | Demonstration grant program for Nebraska VR.   | Zainab Rida      |
| 8/20/2024  | 45035      | AM#1        | <a href="#">George Toman</a>                            |                         |            |             |                | Annual behavioral training.  | Amy Rhone        |
| 8/20/2024  | 45081      |             | <a href="#">StoryBlocks</a>                             | \$10,000                | 8/25/2024  | 8/24/2025   | Federal        | Consideration.   | Lindy Foley      |
| 8/20/2024  | 45078      |             | <a href="#">June Analco</a>                             | \$16,000                | 5/1/2024   | 4/30/2025   | Federal        | Provide user licenses/logins   | Lindy Foley      |
| 8/20/2024  | 44126      | AM#1        | <a href="#">ESU 6</a>                                   |                         |            |             |                | Interpreting services.   | Lindy Foley      |
| 8/20/2024  | 44127      | AM#2        | <a href="#">ESU 4</a>                                   |                         |            |             |                | Extend date/increase amount.   | Zainab Rida      |
| 8/20/2024  | 45079      |             | <a href="#">Megan Davison</a>                           | \$20,000                | 8/15/2024  | 8/14/2025   | Federal        | Support development of Farm to School recipes, nutrition and crediting processing and support of educational resources for both Farm to School and the Walk to Unlock program. | Zainab Rida      |
| 8/21/2024  | 45078      |             | <a href="#">NE Children &amp; Families Foundation</a>   | \$30,000                | 8/23/2024  | 9/30/2024   | Federal        | Provide high-quality learning experience in CTE programs for Nebraska students in youth detention centers.   | Katie Graham     |
| 8/21/2024  | 45076      |             | <a href="#">Emspace</a>                                 | \$200,000               | 9/1/2024   | 8/31/2025   | Federal        | Communication/public engagement project.   | Melody Hobson    |
| 8/21/2024  | 45091      |             | <a href="#">Andori Cleaning Solutions</a>               | \$3,150                 | 9/1/2024   | 8/31/2025   | Federal        | Janitorial services.   | Lindy Foley      |
| 8/21/2024  | 45070      |             | <a href="#">District Management Group</a>               | \$200,000               | 8/1/2024   | 6/30/2025   | Cash           | Implement the Breakthrough Results Program.  | Shirley Vargas   |
| 8/23/2024  | 44161      | AM#1        | <a href="#">The Mediation Center</a>                    |                         |            |             |                | Consideration.   | Amy Rhone        |
| 8/26/2024  | 44121      | AM#3        | <a href="#">ESU 13</a>                                  |                         |            |             |                | Extend date/increase amount.   | Zainab Rida      |
| 8/26/2024  | 45087      |             | <a href="#">Hourglass Education Technology</a>          | \$130,000               | 8/23/2024  | 8/22/2025   | Federal        | Provide comprehensive needs assessment.  | Shirley Vargas   |
| 8/26/2024  | 43414      | AM#2        | <a href="#">Partners for Insightful Evaluation</a>      |                         |            |             |                | Consideration.   | Lindy Foley      |
| 8/26/2024  | 42186      | AM#2        | <a href="#">TNTF</a>                                    |                         |            |             |                | Extend date/increase amount.   | Shirley Vargas   |
| 8/26/2024  | 44339      | AM#1        | <a href="#">Student1</a>                                |                         |            |             |                | Extend date/increase amount.   | Melody Hobson    |
| 8/26/2024  | 45088      |             | <a href="#">ESUCC</a>                                   | \$1,465,500             | 7/1/2024   | 6/30/2029   | General        | Administer textbook loan program.  | Bryce Wilson     |
| 8/26/2024  | 45080      |             | <a href="#">Kuder</a>                                   | \$312,500               | 9/3/2024   | 9/2/2025    | General        | Provide site-wide Spanish translation.   | Katie Graham     |

# NDE CONTRACTS

| DATE REC'D | CONTRACT # | AMENDMENT # | CONTRACT NAME   | MAXIMUM CONTRACT AMOUNT | START DATE | ENDING DATE | FUNDING SOURCE  | SCOPE OF SERVICES  | CONTACT PERSON            |
|------------|------------|-------------|---|-------------------------|------------|-------------|-----------------|--|---------------------------|
| 8/27/2024  | 45095      |             | <a href="#">Say Hey There</a>                               | \$9,000                 | 9/1/2024   | 2/28/2025   | General         | Create advertising campaign and posts for Safe2HelpNE media social platforms.  | Zainab Rida               |
| 8/27/2024  | 43371      | AM#2        | <a href="#">Jackson Lewis PC</a>                            |                         |            |             |                 | Increase amount.   | Kristin Yates             |
| 8/29/2024  | 45072      |             | <a href="#">Central Plains Center for Services</a>          | \$350,000               | 8/15/2024  | 9/3/2024    | Federal         | Homelessness services and activities.  | Beth Wooster              |
| 8/29/2024  | 45086      |             | <a href="#">Peetz Koerwitz &amp; Lafleur</a>                | \$40,000                | 7/1/2024   | 6/30/2025   | General/Cash    | Serve as Hearing Officer.  | Bryce Wilson/Brad Dirksen |
| 8/30/2024  | 45084      |             | <a href="#">Home Baking Association</a>                     | \$5,975                 | 11/7/2024  | 11/9/2024   | Federal         | Conduct workshop.  | Katie Graham              |
| 8/30/2024  | 45093      |             | <a href="#">I Love U Guys Foundation</a>                    | \$49,500                | 9/1/2024   | 9/1/2025    | Federal         | Create Nebraska SRP & SRM Program.   | Zainab Rida               |
| 8/30/2024  | 45104      |             | <a href="#">Instruction Partners</a>                        | \$15,000                | 8/27/2024  | 9/30/2024   | General         | Provide training.  | Allyson DenBeste          |
| 9/3/2024   | 45085      |             | <a href="#">Harleigh Claussen</a>                           | \$24,000                | 9/2/2024   | 8/31/2024   | Federal         | Coordinate/prepare State Officers for annual Statewide events.   | Katie Graham              |
| 9/3/2024   | 44140      | AM#2        | <a href="#">Emspace</a>                                     |                         |            |             |                 | Scope.   | Zainab Rida               |
| 9/4/2024   | 45099      |             | <a href="#">BCDM Architects</a>                             | \$3,000                 | 8/26/2024  | 8/25/2025   | Federal         | Provide trainings.   | Zainab Rida               |
| 9/5/2024   | 45118      |             | <a href="#">Lexington Public Schools</a>                    | \$40,000                | 9/6/2024   | 10/15/2024  | Federal         | Provide back to school supplies to homeless.   | Beth Wooster              |
| 9/5/2024   | 45089      |             | <a href="#">Liliana Vellasquez</a>                          | \$3,575                 | 9/1/2024   | 8/31/2025   | General         | Provide special care training in English and Spanish.  | Melody Hobson             |
| 9/5/2024   | 45107      |             | <a href="#">District Management Group</a>                   | \$1,000,000             | 9/1/2024   | 9/30/2025   | Federal         | Implement Breakthrough Results Program.  | Shirley Vargas            |
| 9/6/2024   | 44123      | AM#1        | <a href="#">ESU 9</a>                                       |                         |            |             |                 | Extend date/increase amount.   | Zainab Rida               |
| 9/6/2024   | 44125      | AM#2        | <a href="#">ESU 7</a>                                       |                         |            |             |                 | Extend date/increase amount.   | Zainab Rida               |
| 9/6/2024   | 45092      |             | <a href="#">UNL</a>   | \$21,700                | 8/29/2024  | 8/28/2025   | Federal         | Assist with development of Nebraska Farm to School Network.  | Zainab Rida               |
| 9/6/2024   | 45103      |             | <a href="#">ESU 1</a>                                       | \$19,107.75             | 8/31/2024  | 9/30/2024   | Federal         | Provide professional development for area school districts.  | Melody Hobson             |
| 9/9/2024   | 45105      |             | <a href="#">ESU 13</a>                                      | \$82,696.46             | 9/1/2024   | 8/31/2025   | Federal         | Provide employee to serve as Educator Effectiveness Specialist.  | Shirley Vargas            |
| 9/9/2024   | 45116      |             | <a href="#">College Possible</a>                            | \$126,739               | 9/6/2024   | 6/30/2025   | Cash            | Provide educational services to low-income and underrepresented students in high school and postsecondary education. | Shirley Vargas            |
| 9/9/2024   | 45115      |             | <a href="#">Central Plains Center for Services</a>          | \$46,940                | 9/6/2024   | 6/30/2025   | Cash            | Provide educational services to low-income and underrepresented students in high school and postsecondary education. | Shirley Vargas            |
| 9/9/2024   | 45090      |             | <a href="#">Jennifer Burkey</a>                             | \$23,000                | 9/15/2024  | 9/14/2025   | Federal/General | Coaching and training services.  | Melody Hobson             |
| 9/9/2024   | 45094      |             | <a href="#">Katie Miller</a>                                | \$15,000                | 9/1/2024   | 8/31/2025   | Federal/General | Develop, revise & provide training.  | Melody Hobson             |
| 9/9/2024   | 45098      |             | <a href="#">Arelly Valles</a>                               | \$3,575                 | 9/1/2024   | 8/31/2025   | General         | Provide special care training in English and Spanish.  | Melody Hobson             |
| 9/9/2024   | 44351      | AM#1        | <a href="#">Nebraska Children &amp; Families Foundation</a> |                         |            |             |                 | Extend date.   | Zainab Rida               |
| 9/9/2024   | 45108      |             | <a href="#">ESU 8</a>                                       | \$5,731                 | 10/1/2024  | 5/16/2025   | Federal         | Job Expo for pre-employment transition aged students with disabilities.  | Lindy Foley               |
| 9/9/2024   | 45111      |             | <a href="#">ESU 3</a>                                       | \$6,602.18              | 10/1/2024  | 5/16/2025   | Federal         | Job Expo for pre-employment transition aged students with disabilities.  | Lindy Foley               |
| 9/9/2024   | 45112      |             | <a href="#">ESU 13</a>                                      | \$5,309.84              | 10/1/2024  | 5/16/2025   | Federal         | Job Expo for pre-employment transition aged students with disabilities.  | Lindy Foley               |
| 9/9/2024   | 45109      |             | <a href="#">ESU 7</a>                                       | \$5,762                 | 10/1/2024  | 5/16/2025   | Federal         | Job Expo for pre-employment transition aged students with disabilities.  | Lindy Foley               |
| 9/10/2024  | 45110      |             | <a href="#">ESU 2</a>                                       | \$12,000                | 10/1/2024  | 5/16/2025   | Federal         | Job Expo for pre-employment transition aged students with disabilities.  | Lindy Foley               |
| 9/10/2024  | 45113      |             | <a href="#">University of Massachusetts-Boston</a>          | \$365,844               | 10/1/2024  | 9/30/2025   | Federal         | Serve as independent evaluator of NE VR's Career Pathway Advancement Project.  | Lindy Foley               |
| 9/10/2024  | 43359      | AM#2        | <a href="#">OCIO-Tom Kapocius</a>                           |                         |            |             |                 | Extend date/increase amount.   | Kristin Yates             |
| 9/10/2024  | 44301      | AM#1        | <a href="#">OCIO-Praneeth Kakarla</a>                       |                         |            |             |                 | Extend date/increase amount.   | Kristin Yates             |
| 9/10/2024  | 44248      | AM#1        | <a href="#">OCIO-Mike Eckel</a>                             |                         |            |             |                 | Extend date/increase amount.   | Kristin Yates             |
| 9/10/2024  | 44206      | AM#1        | <a href="#">Teachstone</a>                                  |                         |            |             |                 | Scope.   | Melody Hobson             |
| 9/11/2024  | 45106      |             | <a href="#">Gray Local Media</a>                            | \$24,480                | 9/1/2024   | 11/30/2024  | Federal         | Develop targeting messaging to be shared via streaming, digital video and YouTube.                                   | Lindy Foley               |
| 9/12/2024  | 45119      |             | <a href="#">MTW Solutions</a>                               | \$1,254,533             | 7/1/2024   | 6/30/2025   | Federal/General | Support GMS.   | Jen Utemark               |
| 9/12/2024  | 44190      | AM#1        | <a href="#">Education Development Center</a>                |                         |            |             |                 | Extend date/increase amount.   | Shirley Vargas            |
| 9/12/2024  | 44219      | AM#1        | <a href="#">Stephanie McDonald</a>                          |                         |            |             |                 | Increase amount.   | Melody Hobson             |
| 9/12/2024  | 44357      | AM#1        | <a href="#">Ali Hearn Coaching &amp; Consulting</a>         |                         |            |             |                 | Consideration.   | Amy Rhone                 |
| 9/12/2024  | 45114      |             | <a href="#">Avenue Scholars</a>                             | \$295,725               | 9/6/2024   | 6/30/2025   | Cash            | Provide educational services to low-income and underrepresented students in high school and postsecondary education. | Shirley Vargas            |
| 9/16/2024  | 44392      | AM#1        | <a href="#">ESUCC</a>                                       |                         |            |             |                 | Extend date.   | Kristin Yates             |
| 9/16/2024  | 42085      | AM#3        | <a href="#">NE Children &amp; Families Foundation</a>       |                         |            |             |                 | Extend date.   | Zainab Rida               |
| 9/16/2024  | 42109      | AM#2        | <a href="#">NE Children &amp; Families Foundation</a>       |                         |            |             |                 | Extend date.   | Zainab Rida               |
| 9/16/2024  | 45120      |             | <a href="#">Susan Jensen</a>                                | \$13,000                | 10/1/2024  | 9/30/2025   | General         | Step Up to Quality program rating services.  | Melody Hobson             |
| 9/16/2024  | 45108      |             | <a href="#">ESU 8</a>                                       | \$5,731                 | 10/1/2024  | 5/16/2025   | Federal         | Job Expo for pre-employment transition aged students with disabilities.  | Lindy Foley               |
| 9/16/2024  | 45110      |             | <a href="#">ESU 2</a>                                       | \$12,000                | 10/1/2024  | 5/16/2025   | Federal         | Job Expo for pre-employment transition aged students with disabilities.  | Lindy Foley               |
| 9/16/2024  | 45109      |             | <a href="#">ESU 7</a>                                       | \$5,762                 | 10/1/2024  | 5/16/2025   | Federal         | Job Expo for pre-employment transition aged students with disabilities.  | Lindy Foley               |
| 9/16/2024  | 45112      |             | <a href="#">ESU 13</a>                                      | \$5,309.84              | 10/1/2024  | 5/16/2025   | Federal         | Job Expo for pre-employment transition aged students with disabilities.  | Lindy Foley               |
| 9/16/2024  | 45111      |             | <a href="#">ESU 3</a>                                       | \$6,602.18              | 10/1/2024  | 5/16/2025   | Federal         | Job Expo for pre-employment transition aged students with disabilities.  | Lindy Foley               |
| 9/16/2024  | 45097      |             | <a href="#">Jared Noetzel</a>                               | \$2,500                 | 10/1/2024  | 6/30/2025   | General         | Serve as Bullying Prevention Specialist.   | Zainab Rida               |
| 9/23/2024  | 45135      |             | <a href="#">ESU 10</a>                                      | \$46,500                | 9/30/2025  | 9/30/2025   | Federal         | Provide hosting services and maintenance for the AT4ALL website.   | Lindy Foley               |
| 9/23/2024  | 45096      |             | <a href="#">Samantha Kesselring</a>                         | \$2,500                 | 10/1/2024  | 6/30/2025   | General         | Serve as Bullying Prevention Specialist.   | Zainab Rida               |
| 9/23/2024  | 45117      |             | <a href="#">UNL</a>   | \$245,000               | 9/30/2024  | 9/29/2025   | Federal         | Provide data and evaluation services.  | Zainab Rida               |
| 9/23/2024  | 44227      | AM#2        | <a href="#">OCIO-Aeshwarya Jain</a>                         |                         |            |             |                 | Extend date/increase amount.   | Kristin Yates             |
| 9/23/2024  | 44291      | AM#1        | <a href="#">ESUCC</a>                                       |                         |            |             |                 | Extend date.   | Kristin Yates             |
| 9/23/2024  | 44346      | AM#2        | <a href="#">TNTP</a>  |                         |            |             |                 | Extend date/increase amount.   | Allyson DenBeste          |
| 9/23/2024  | 42314      | AM#5        | <a href="#">Student1</a>                                    |                         |            |             |                 | Extend date.   | Kristin Yates             |
| 9/23/2024  | 45132      |             | <a href="#">HOSA</a>  | \$5,700                 | 9/30/2024  | 5/31/2025   | General         | Conference assistance.   | Katie Graham              |
| 9/23/2024  | 44279      | AM#3        | <a href="#">Janus Software</a>                              |                         |            |             |                 | Extend date.   | Kristin Yates             |
| 9/23/2024  | 44314      | AM#1        | <a href="#">Edwise</a>                                      |                         |            |             |                 | Extend date.   | Kristin Yates             |

## NDE CONTRACTS

| DATE REC'D | CONTRACT # | AMENDMENT # | CONTRACT NAME   | MAXIMUM CONTRACT AMOUNT | START DATE | ENDING DATE | FUNDING SOURCE  | SCOPE OF SERVICES   | CONTACT PERSON   |
|------------|------------|-------------|---|-------------------------|------------|-------------|-----------------|---|------------------|
| 9/23/2024  | 45131      |             | <a href="#">FFA</a>                                   | \$5,500                 | 9/30/2024  | 5/31/2025   | General         | Conference assistance.  | Katie Graham     |
| 9/24/2024  | 45130      |             | <a href="#">FCCLA</a>                                 | \$9,800                 | 9/30/2024  | 5/31/2025   | General         | Conference assistance.  | Katie Graham     |
| 9/24/2024  | 45124      |             | <a href="#">University of Massachusetts-Boston</a>    | \$24,918                | 10/6/2024  | 9/30/2025   | Federal         | Facilitat a Progressive Employment Community of Practice (CoP) for Nebraska VR staff via remote platform.                           | Lindy Foley      |
| 9/24/2024  | 45144      |             | <a href="#">Kearney Public Schools</a>                | \$30,000                | 9/25/2024  | 11/8/2024   | Federal         | Provide back to school supplies to homeless.  | Beth Wooster     |
| 9/24/2024  | 44284      | AM#1        | <a href="#">Children's Nebraska</a>                   |                         |            |             |                 | Extend date.  | Zainab Rida      |
| 9/24/2024  | 45000      | AM#2        | <a href="#">Data Recognition Corporation</a>          |                         |            |             |                 | Increase amount.  | Allyson DenBeste |
| 9/24/2024  | 45133      |             | <a href="#">SkillsUSA</a>                             | \$10,000                | 9/30/2024  | 5/31/2025   | General         | Conference assistance.  | Katie Graham     |
| 9/24/2024  | 45129      |             | <a href="#">FBLA</a>                                  | \$39,300                | 9/30/2024  | 5/31/2025   | General         | Conference assistance.  | Katie Graham     |
| 9/24/2024  | 42405      | AM#5        | <a href="#">Ben Baumfalk</a>                          |                         |            |             |                 | Extend date/increase amount.  | Kristin Yates    |
| 9/24/2024  | 44266      | AM#1        | <a href="#">Value-Up</a>                              |                         |            |             |                 | Increase amount.  | Zainab Rida      |
| 9/25/2024  | 44165      | AM#1        | <a href="#">Renner's Cleaning Svc</a>                 |                         |            |             |                 | Extend date/increase amount.  | Lindy Foley      |
| 9/25/2024  | 45101      |             | <a href="#">UNL</a>                                   | \$17,820                | 9/10/2024  | 5/16/2025   | Federal         | Develop ESUCC hosted learning modules.  | Katie Graham     |
| 9/25/2024  | 45146      |             | <a href="#">CTI</a>                                   | \$10,924.25             | 10/1/2024  | 1/30/2025   | Federal         | Install AV system in training room.   | Krysti Michl     |
| 9/25/2024  | 45123      |             | <a href="#">Deaf Services Unlimited</a>               | \$15,000                | 10/1/2024  | 9/30/2025   | Federal         | Provide video remote interpreting and CART captioning services.   | Lindy Foley      |
| 9/25/2024  | 44061      | AM#2        | <a href="#">OCIO-Sivakumar Reddy</a>                  |                         |            |             |                 | Extend date/increase amount.  | Kristin Yates    |
| 9/25/2024  | 44319      | AM#2        | <a href="#">OCIO</a>                                  |                         |            |             |                 | Extend date/increase amount.  | Kristin Yates    |
| 9/25/2024  | 44212      | AM#1        | <a href="#">OCIO-Sohini Maharjan</a>                  |                         |            |             |                 | Extend date/increase amount.  | Kristin Yates    |
| 9/25/2024  | 44276      | AM#1        | <a href="#">OCIO-Martine Pola</a>                     |                         |            |             |                 | Extend date/increase amount.  | Kristin Yates    |
| 9/25/2024  | 44214      | AM#1        | <a href="#">Abigail Fiske</a>                         |                         |            |             |                 | Increase amount.  | Katie Graham     |
| 9/26/2024  | 43420      | AM#2        | <a href="#">OCIO-DaWayne Perry</a>                    |                         |            |             |                 | Extend date/increase amount.  | Kristin Yates    |
| 9/26/2024  | 44389      | AM#1        | <a href="#">Cindy Gray</a>                            |                         |            |             |                 | Consideration.  | Allyson DenBeste |
| 9/26/2024  | 45145      |             | <a href="#">South Sioux City Comm Schools</a>         | \$49,256                | 9/30/2024  | 6/30/2025   | General         | Design and implement a free application for Federal Student Aid (FAFSFA) completion pilot.  | Shirley Vargas   |
| 9/26/2024  | 45138      |             | <a href="#">Mediation West</a>                        | \$3,000                 | 10/1/2024  | 9/30/2025   | Federal         | Provide mediation services and/or outreach training.  | Amy Rhone        |
| 9/26/2024  | 45134      |             | <a href="#">Larissa Resendiz de Moguei</a>            | \$21,000                | 10/1/2024  | 9/30/2025   | Federal/General | Coaching and training services.   | Melody Hobson    |
| 9/26/2024  | 45126      |             | <a href="#">OCIO-Swettha Manne</a>                    | \$140,341.20            | 10/1/2024  | 9/30/2025   | Federal         | Application design and development of project NECPRS.   | Kristin Yates    |
| 9/26/2024  | 45125      |             | <a href="#">OCIO-Sushmitha Sayempu</a>                | \$169,241               | 10/1/2024  | 9/30/2025   | Federal/General | Application development in support of Early Childhood projects.   | Kristin Yates    |
| 9/26/2024  | 44056      | AM#2        | <a href="#">OCIO-Guna Vullipala</a>                   |                         |            |             |                 | Extend date/increase amount.  | Kristin Yates    |
| 9/26/2024  | 43422      | AM#2        | <a href="#">OCIO-Spencer Rue</a>                      |                         |            |             |                 | Extend date/increase amount.  | Kristin Yates    |
| 9/26/2024  | 43404      | AM#2        | <a href="#">OCIO-Mary Yuruva</a>                      |                         |            |             |                 | Extend date/increase amount.  | Kristin Yates    |
| 9/26/2024  | 44323      | AM#1        | <a href="#">OCIO-Sreekanth Pall</a>                   |                         |            |             |                 | Extend date/increase amount.  | Kristin Yates    |
| 9/26/2024  | 44215      | AM#1        | <a href="#">OCIO-Madhavi Arza</a>                     |                         |            |             |                 | Extend date/increase amount.  | Kristin Yates    |
| 9/26/2024  | 45147      |             | <a href="#">Columbus Public Schools</a>               | \$45,000                | 9/27/2024  | 11/11/2024  | Federal         | Provide back to school supplies to homeless.  | Beth Wooster     |
| 9/27/2024  | 45141      |             | <a href="#">Concord Mediation Center</a>              | \$3,000                 | 10/1/2024  | 9/30/2025   | Federal         | Provide mediation services and/or outreach training.  | Amy Rhone        |
| 9/27/2024  | 45150      |             | <a href="#">CN Resources</a>                          | \$171,225               | 10/1/2024  | 9/30/2025   | Federal         | Provide contractual services for compliance reviews.  | Zainab Rida      |
| 9/27/2024  | 45127      |             | <a href="#">Nebraska DECA</a>                         | \$7,000                 | 9/30/2024  | 5/31/2025   | General         | Conference assistance.  | Katie Graham     |
| 9/30/2024  | 45143      |             | <a href="#">NE Mediation Association</a>              | \$5,000                 | 10/1/2024  | 9/30/2025   | Federal         | Provide mediation services and/or outreach training.  | Amy Rhone        |
| 9/30/2024  | 45151      |             | <a href="#">Lacey Sateren</a>                         | \$9,500                 | 11/1/2024  | 10/31/2025  | Federal/General | Training services and to complete program quality observations in Early Childhood programs.   | Melody Hobson    |
| 9/30/2024  | 45153      |             | <a href="#">UNMC</a>                                  | \$205,685               | 10/1/2024  | 9/30/2025   | Federal/General | Provide statewide evaluation services for 21st Century Community Learning Centers and Expanded Learning Opportunity Grant Programs. | Zainab Rida      |
| 9/30/2024  | 45149      |             | <a href="#">LINQ</a>                                  | \$157,766               | 10/1/2024  | 9/30/2025   | Federal         | Provide system maintenance and enhancements.  | Zainab Rida      |
| 9/30/2024  | 45155      |             | <a href="#">Instruction Partners</a>                  | \$750,000               | 9/30/2024  | 12/31/2025  | Federal         | Build the capacity of ESU reading leads to coach school system, school leaders and teachers.  | Allyson DenBeste |
| 9/30/2024  | 45121      |             | <a href="#">Gee Whiz</a>                              | \$20,000                | 10/1/2024  | 9/30/2025   | General         | Online curriculum subscription for family child care participants in Step Up to Quality.  | Melody Hobson    |
| 9/30/2024  | 45157      |             | <a href="#">Four Monkeys Press</a>                    | \$45,800                | 11/1/2024  | 10/31/2025  | Federal/General | Training and completing program quality observations and creating Podcasts for Step up to Quality.                                  | Melody Hobson    |
| 9/30/2024  | 45067      | AM#1        | <a href="#">Avenue Scholars</a>                       |                         |            |             |                 | Extend date.  | Katie Graham     |
| 9/30/2024  | 45152      |             | <a href="#">Jessica Trinidad</a>                      | \$10,000                | 11/1/2024  | 10/31/2025  | Federal/General | Record English/Spanish voice over tracks for eLearning trainings/video projects.  | Melody Hobson    |
| 9/30/2024  | 45136      |             | <a href="#">Emspace</a>                               | \$49,500                | 9/27/2024  | 9/26/2025   | Federal         | Prepare and execute tasks related to development and support of several projects.   | Zainab Rida      |
| 9/30/2024  | 45103      | AM#1        | <a href="#">ESU 1</a>                                 |                         |            |             |                 | Extend date.  | Melody Hobson    |
| 9/30/2024  | 45156      |             | <a href="#">UNK</a>                                   | \$870,998               | 9/30/2024  | 12/30/2025  | Federal         | Provide Teaching Strategies GOLD Early Literacy Certification to teachers.  | Melody Hobson    |
| 10/1/2024  | 45137      |             | <a href="#">Central Mediation Center</a>              | \$3,000                 | 10/1/2024  | 9/30/2025   | Federal         | Provide mediation services and/or outreach training.  | Amy Rhone        |
| 10/1/2024  | 45102      |             | <a href="#">Tiffany Verzal</a>                        | \$8,000                 | 9/20/2024  | 9/19/2025   | Federal/General | Provide two Spanish versions of updated documentary film "Forever Shaken".  | Melody Hobson    |
| 10/1/2024  | 42361      | AM#1        | <a href="#">NE Chamber of Commerce</a>                |                         |            |             |                 | Extend date.  | Ryan Foor        |
| 10/1/2024  | 44382      | AM#1        | <a href="#">NE Children &amp; Families Foundation</a> |                         |            |             |                 | Extend date/increase amount.  | Zainab Rida      |
| 10/1/2024  | 45142      |             | <a href="#">The Mediation Center</a>                  | \$3,000                 | 10/1/2024  | 9/30/025    | Federal         | Provide mediation services and/or outreach training.  | Amy Rhone        |
| 10/3/2024  | 42249      | AM#2        | <a href="#">NE Children &amp; Families Foundation</a> |                         |            |             |                 | Extend date.  | Zainab Rida      |
| 10/3/2024  | 44216      | AM#2        | <a href="#">NE Appleseed</a>                          |                         |            |             |                 | Increase amount.  | Zainab Rida      |
| 10/3/2024  | 44177      | AM#1        | <a href="#">Four Monkeys Press</a>                    |                         |            |             |                 | Increase amount.  | Melody Hobson    |
| 10/3/2024  | 45128      |             | <a href="#">NE Future Educators Association</a>       | \$5,600                 | 9/30/2024  | 5/31/2025   | General         | Conference assistance.  | Katie Graham     |

## NDE CONTRACTS

| DATE REC'D | CONTRACT # | AMENDMENT # | CONTRACT NAME   | MAXIMUM CONTRACT AMOUNT | START DATE | ENDING DATE | FUNDING SOURCE     | SCOPE OF SERVICES   | CONTACT PERSON   |
|------------|------------|-------------|---|-------------------------|------------|-------------|--------------------|---|------------------|
| 10/7/2024  | 45148      |             | <a href="#">UNL</a>   | \$34,700                | 9/1/2024   | 9/30/2024   | Federal            | Assist with school safety related work.   | Zainab Rida      |
| 10/7/2024  | 45139      |             | <a href="#">Nebraska Mediation Center</a>                               | \$3,000                 | 10/1/2024  | 9/30/2025   | Federal            | Provide mediation services and/or outreach training.  | Katie Graham     |
| 10/7/2024  | 45158      |             | <a href="#">Bryan Hermesen</a>  | \$25,000                | 10/1/2024  | 9/30/2025   | Federal            | Maintain and update databases.  | Lindy Foley      |
| 10/7/2024  | 45160      |             | <a href="#">Erica Timperley</a>   | \$66,000                | 11/7/2024  | 11/6/2025   | Federal/General    | Observing, training and anchor services.  | Melody Hobson    |
| 10/8/2024  | 45161      |             | <a href="#">DeAnne Mueller</a>  | \$21,000                | 11/15/2024 | 11/14/2025  | Federal/General    | Coaching/training services.   | Melody Hobson    |
| 10/9/2024  | 45073      | AM#1        | <a href="#">UNO</a>   |                         |            |             |                    | Extend date.  | Allyson DenBeste |
| 10/15/2024 | 45140      |             | <a href="#">Resolution Center</a>                                       | \$3,000                 | 10/1/2024  | 9/30/2025   | Federal            | Provide mediation services and/or outreach training.  | Amy Rhone        |
| 10/17/2024 | 45100      |             | <a href="#">NCSA</a>  | \$40,000                | 10/7/2024  | 8/31/2025   | Federal            | Assist with NCE Summer Conference.  | Katie Graham     |
| 10/21/2024 | 44157      | AM#2        | <a href="#">Westat</a>  |                         |            |             |                    | Funding modification.   | Amy Rhone        |
| 10/25/2024 | 45165      |             | <a href="#">Rapport International</a>                                   | \$8,500                 | 11/1/2024  | 10/31/2025  | Federal            | Provide translation/interpretation services.  | Lindy Foley      |
| 10/28/2024 | 44119      | AM#1        | <a href="#">ESU 15</a>  |                         |            |             |                    | Scope.  | Zainab Rida      |
| 10/28/2024 | 45122      |             | <a href="#">NCSA</a>  | \$18,000                | 11/1/2024  | 10/31/2025  | Federal            | Assist with conferences.  | Amy Rhone        |
| 10/28/2024 | 44175      | AM#2        | <a href="#">Marna Stack</a>   |                         |            |             |                    | Extend date/scope/consideration.  | Zainab Rida      |
| 10/28/2024 | 45159      |             | <a href="#">SPED Strategies</a>   | \$160,000               | 10/7/2024  | 6/30/2025   | Federal            | Continue to build inclusive school communities.   | Amy Rhone        |
| 10/29/2024 | 45162      |             | <a href="#">NE Children &amp; Families Foundation</a>                   | \$250,000               | 10/23/2024 | 6/30/2025   | General            | Coordinate Nebraska ELO Innovation Network  | Lane Carr        |
| 11/3/2024  | 45169      |             | <a href="#">Mirian Balcazar Ruiz</a>                                    | \$2,000                 | 11/1/2024  | 10/31/2025  | Federal/General    | Provide training and training materials in Spanish.   | Melody Hobson    |
| 11/3/2024  | 45163      |             | <a href="#">Heidi Kleinman</a>  | \$150,000               | 11/1/2024  | 10/31/2027  | Federal            | Conduct investigations of special education complaints.   | Amy Rhone        |
| 11/3/2024  | 45166      |             | <a href="#">Ashley Niedzwiecki</a>                                      | \$150,000               | 11/1/2024  | 10/31/2027  | Federal            | Conduct investigations of special education complaints.   | Amy Rhone        |
| 11/3/2024  | 45173      |             | <a href="#">Carime Ruvalcaba</a>  | \$2,000                 | 11/1/2024  | 10/31/2025  | Federal/General    | Provide training and training materials in Spanish.   | Melody Hobson    |
| 11/3/2024  | 45171      |             | <a href="#">Dawn Murphy</a>   | \$13,200                | 11/15/2024 | 11/14/2025  | Federal/General    | Complete program quality observations and training.   | Melody Hobson    |
| 11/3/2024  | 45170      |             | <a href="#">Diego Gamero</a>  | \$7,000                 | 11/10/2024 | 11/9/2025   | Federal/General    | Provide training and training materials in Spanish.   | Melody Hobson    |
| 11/3/2024  | 45172      |             | <a href="#">Central Plains Center for Services</a>                      | \$328,125               | 11/1/2024  | 12/31/2025  | Federal            | Deliver services/activities for children and youth experiencing homelessness.   | Beth Wooster     |
| 11/3/2024  | 44209      | AM#2        | <a href="#">Sara Voss</a>   |                         |            |             |                    | Increase amount.  | Melody Hobson    |
| 11/3/2024  | 45055      | AM#1        | <a href="#">Resultant LLC</a>   |                         |            |             |                    | Increase amount.  | Melody Hobson    |
| 11/5/2024  | 45095      | AM#1        | <a href="#">Say Hey There</a>   |                         |            |             |                    | Increase amount.  | Zainab Rida      |
| 11/8/2024  | 45174      |             | <a href="#">Kyle Peter</a>  | \$5,000                 | 11/18/2024 | 3/31/2025   | NCECBVI Trust Fund | Conduct optometry and/or ophthalmology eye exams.   | Amy Rhone        |
| 11/12/2024 | 45022      | AM#2        | <a href="#">UNMC</a>  |                         |            |             |                    | Increase amount.  | Amy Rhone        |
| 11/12/2024 | 45167      |             | <a href="#">Education Resolutions</a>                                   | \$150,000               | 11/1/2024  | 10/31/2027  | Federal            | Conduct investigations of special education complaints.   | Amy Rhone        |
| 11/15/2024 | 45154      |             | <a href="#">UNO</a>   | \$275,336               | 9/30/2024  | 6/30/2025   | Lottery Funds      | Create improving student attendance program.  | Shirley Vargas   |
| 11/18/2024 | 44082      | AM#1        | <a href="#">ESUCC</a>   |                         |            |             |                    | Extend date.  | Kristin Yates    |
| 11/18/2024 | 45175      |             | <a href="#">K Crom Saunders</a>   | \$2,500                 | 3/1/2025   | 3/31/2025   | General            | Keynote at Deaf/Hard of Hearing Statewide conference.   | Amy Rhone        |
| 11/18/2024 | 45180      |             | <a href="#">ESU 10</a>  | \$7,200                 | 12/1/2024  | 11/30/2025  | General            | Provide training.   | Melody Hobson    |
| 11/18/2024 | 45178      |             | <a href="#">Koukol Johnson Schmit &amp; Milone</a>                      | \$20,000                | 11/15/2024 | 6/30/2025   | Federal/General    | Serve as hearing officer.   | Brian Halstead   |
| 11/18/2024 | 44279      | AM#4        | <a href="#">Janus Software</a>  |                         |            |             |                    | Other.  | Kristin Yates    |
| 11/18/2024 | 45181      |             | <a href="#">Sara Voss</a>   | \$40,900                | 12/1/2024  | 11/30/2025  | Federal/General    | Coaching, training and completing program quality observations.   | Melody Hobson    |
| 11/18/2024 | 45177      |             | <a href="#">Cline Williams Wright Johnson &amp; Oldfather</a>           | \$20,000                | 11/15/2024 | 6/30/2025   | Federal/General    | Serve as hearing officer.   | Brian Halstead   |
| 11/18/2024 | 45183      |             | <a href="#">Catie Limbach</a>   | \$22,700                | 12/15/2024 | 12/14/2025  | Federal/General    | Provide training and program quality observations.  | Melody Hobson    |
| 11/18/2024 | 45149      | AM#1        | <a href="#">LINQ</a>  |                         |            |             |                    | Consideration.  | Zainab Rida      |
| 11/18/2024 | 43085      | AM#3        | <a href="#">Data Driven Enterprises</a>                                 |                         |            |             |                    | Consideration.  | Amy Rhone        |
| 11/20/2024 | 45179      |             | <a href="#">Mattson Ricketts Law Firm</a>                               | \$20,000                | 11/15/2024 | 6/30/2025   | Federal/General    | Serve as hearing officer.   | Brian Halstead   |
| 11/21/2024 | 45176      |             | <a href="#">Lindsey Wilson</a>  | \$12,000                | 1/1/2025   | 2/1/2026    | Indirect Cost      | 2025 Teacher of the Year.   | David Jespersen  |
| 11/26/2024 | 44376      | AM#1        | <a href="#">Center for Safe &amp; Resilient Schools &amp; Workplace</a> |                         |            |             |                    | Increase amount.  | Zainab Rida      |
| 11/26/2024 | 45182      |             | <a href="#">Nancy Carley</a>  | \$13,000                | 12/1/2024  | 11/30/2025  | Federal/General    | Conduct program quality ratings for Step Up to Quality.   | Melody Hobson    |
| 11/26/2024 | 45193      |             | <a href="#">Partnership for a Healthy Nebraska</a>                      | \$49,999                | 12/2/2024  | 12/1/2025   | Federal            | Development and evaluation of Farm to School, ECE, Harvest of the Month and Team Nutrition resources; create video and coordinate language translation. | Zainab Rida      |
| 11/26/2024 | 45187      |             | <a href="#">Security Equipment Incorporated</a>                         | \$5,434                 | 11/26/2024 | 2/20/2025   | General            | Add equipment to allow automatic door operations to work properly with security system.   | Joel Scherling   |
| 12/2/2024  | 44225      | AM#1        | <a href="#">University of South Florida</a>                             |                         |            |             |                    | Extend date.  | Lindy Foley      |
| 12/2/2024  | 45075      | AM#1        | <a href="#">ESUCC</a>   |                         |            |             |                    | Consideration.  | Zainab Rida      |
| 12/2/2024  | 45184      |             | <a href="#">The Foundry</a>   | \$3,500                 | 11/14/2024 | 5/14/2025   | Federal            | Provide interns.  | Zainab Rida      |
| 12/3/2024  | 45068      |             | <a href="#">Laura Cady</a>  | \$4,500                 | 12/1/2024  | 11/30/2025  | General            | Create/record podcasts.   | Melody Hobson    |
| 12/3/2024  | 45191      |             | <a href="#">Heather's Behavior Support Svcs</a>                         | \$150,000               | 1/1/2025   | 12/31/2025  | Federal            | Provide consultation training and support to the NeMTSS, SPDG and SPED teams to provide quality professional development.                               | Amy Rhone        |
| 12/3/2024  | 45197      |             | <a href="#">Leadership Harbor</a>                                       | \$4,100                 | 12/6/2024  | 12/31/2024  | Federal            | Deliver Maxwell DISC assessment and Working Genius training.  | Katie Graham     |
| 12/3/2024  | 45194      |             | <a href="#">UNO</a>   | \$94,911                | 11/15/2024 | 6/30/2027   | Federal            | Help lower financial barriers to entry for locally sourced teaching candidates and to maintain a high bar for quality preparation.                      | Brad Dirksen     |
| 12/3/2024  | 45000      | AM#3        | <a href="#">Data Recognition Corporation</a>                            |                         |            |             |                    | Extend date.  | Allyson DenBeste |
| 12/3/2024  | 45189      |             | <a href="#">Geonasha Agbeletey</a>                                      | \$4,106.97              | 12/16/2024 | 5/2/2025    | General            | Serve as intern.  | Lane Carr        |
| 12/6/2024  | 45198      |             | <a href="#">Melinda Young</a>   | \$8,000                 | 12/16/2024 | 12/15/2025  | Federal/General    | Provide training.   | Melody Hobson    |
| 12/6/2024  | 44235      | AM#1        | <a href="#">Susan Wiggins</a>   |                         |            |             |                    | Consideration.  | Amy Rhone        |
| 12/6/2024  | 45040      | AM#1        | <a href="#">Bartle &amp; Geier Law Firm</a>                             |                         |            |             |                    | Scope.  | Ami Huff         |
| 12/9/2024  | 45164      |             | <a href="#">American Council on the Teaching of Foreign Language</a>    | \$3,000                 | 12/1/2024  | 2/20/2025   | General            | Provide training.   | Allyson DenBeste |
| 12/9/2024  | 45201      |             | <a href="#">Teachstone</a>  | \$49,600                | 1/1/2025   | 12/31/2025  | Federal/General    | Provide training materials.   | Melody Hobson    |
| 12/12/2024 | 45190      |             | <a href="#">UNMC</a>  | \$83,815                | 1/7/2025   | 1/6/2026    | Federal            | Implement trainings.  | Amy Rhone        |

## NDE CONTRACTS

| DATE REC'D | CONTRACT # | AMENDMENT # | CONTRACT NAME  | MAXIMUM         |  | START DATE | ENDING DATE | FUNDING SOURCE  | SCOPE OF SERVICES  | CONTACT PERSON   |
|------------|------------|-------------|--|-----------------|--|------------|-------------|-----------------|--|------------------|
|            |            |             |  | CONTRACT AMOUNT |  |            |             |                 |  |                  |
| 12/13/2024 | 44226      | AM#1        | <a href="#">Edwise</a>   |                 |  |            |             |                 | Extend date/increase amount.   | Kristin Yates    |
| 12/13/2024 | 44314      | AM#2        | <a href="#">Edwise</a>   |                 |  |            |             |                 | Increase amount.   | Kristin Yates    |
| 12/13/2024 | 45041      | AM#1        | <a href="#">Anderson &amp; Creager &amp; Wittstruck</a>          |                 |  |            |             |                 | Scope.   | Ami Huff         |
| 12/16/2024 | 45210      |             | <a href="#">Event Combo</a>                                      | \$40,797        |  | 12/18/2024 | 12/17/2027  | General         | Provide event software.  | David Jespersen  |
| 12/16/2024 | 45205      |             | <a href="#">Marzano Research</a>                                 | \$400,000       |  | 12/1/2024  | 9/30/2028   | Federal         | Conduct evaluation.<br>Help lower financial barriers to entry for locally sourced teaching candidates                    | Allyson DenBeste |
| 12/16/2024 | 45196      |             | <a href="#">Midland University</a>                               | \$634,728       |  | 11/15/2024 | 6/30/2027   | Federal         | and to maintain a high bar for quality preparation.  | Brad Dirksen     |
| 12/16/2024 | 45204      |             | <a href="#">Education First</a>                                  | \$120,000       |  | 12/1/2024  | 6/30/2025   | Federal         | Facilitate stakeholder advisory committee and coordinate design teams.   | Allyson DenBeste |
| 12/17/2024 | 45203      |             | <a href="#">Stephanie McDonald</a>                               | \$40,000        |  | 1/1/2025   | 12/31/2025  | Federal/General | Coaching and training services.  | Melody Hobson    |
| 12/18/2024 | 45206      |             | <a href="#">Art FX Screenprinting</a>                            | \$3,845         |  | 12/11/2024 | 12/10/2025  | Federal         | Provide service awards to employees.   | David Jespersen  |
| 12/18/2024 | 45207      |             | <a href="#">Michael Stiehl</a>                                   | \$12,000        |  | 1/1/2025   | 12/31/2025  | Federal/General | Completing program quality assessments and training.   | Melody Hobson    |
| 12/18/2024 | 45211      |             | <a href="#">National Association of State Board of Education</a> | \$3,500         |  | 12/20/2024 | 1/10/2025   | General         | Design training.   | Ryan Foor        |
| 12/18/2024 | 45209      |             | <a href="#">Julie Jones-Branch</a>                               | \$48,225        |  | 2/1/2025   | 1/31/2026   | Federal         | Monitor/make changes to online course.<br>Help lower financial barriers to entry for locally sourced teaching candidates | Melody Hobson    |
| 12/19/2024 | 45202      |             | <a href="#">College of Saint Mary</a>                            | \$360,430       |  | 11/15/2024 | 6/30/2027   | Federal         | and to maintain a high bar for quality preparation.  | Brad Dirksen     |
| 12/20/2024 | 45150      | AM#1        | <a href="#">CN Resources</a>                                     |                 |  |            |             |                 | Increase amount.   | Zainab Rida      |
| 12/20/2024 | 45188      |             | <a href="#">UNK</a>  | \$500,000       |  | 11/15/2024 | 6/30/2027   | Federal         | Help lower financial barriers to entry for locally sourced teaching candidates   | Brad Dirksen     |
| 12/20/2024 | 45208      |             | <a href="#">Cindy Molina</a>                                     | \$14,000        |  | 1/1/2025   | 12/31/2025  | Federal/General | and to maintain a high bar for quality preparation.  | Melody Hobson    |
| 12/23/2024 | 45200      |             | <a href="#">Margaret Schneider</a>                               | \$41,639        |  | 1/2/2025   | 12/31/2025  | Federal         | Provide coaching/training services.  | Katie Graham     |
| 12/23/2024 | 45215      |             | <a href="#">Grafton &amp; Associates</a>                         | \$13,818        |  | 1/1/2025   | 12/31/2025  | General         | Serve as DECA State Adviser.   | Katie Graham     |
| 12/23/2024 | 44261      | AM#1        | <a href="#">Black Chick Farm</a>                                 |                 |  |            |             |                 | Provide accounting software.   | Zainab Rida      |
| 12/23/2024 | 45218      |             | <a href="#">Badger Consulting</a>                                | \$5,500         |  | 3/26/2025  | 3/30/2025   | Federal         | Consideration.   | Lindy Foley      |
| 12/26/2024 | 45168      |             | <a href="#">OCIO-Sonam Bharat Mankar</a>                         | \$49,401.11     |  | 9/28/2024  | 1/31/2025   | Federal         | Retreat.<br>Application design/development.  | Kristin Yates    |

## NDE CONTRACTS

| DATE REC'D | CONTRACT # | AMENDMENT # | CONTRACT NAME                                   | MAXIMUM<br>CONTRACT AMOUNT | START DATE | ENDING DATE | FUNDING SOURCE  | SCOPE OF SERVICES  | CONTACT PERSON |
|------------|------------|-------------|---|----------------------------|------------|-------------|-----------------|--|----------------|
| 1/2/2025   | 45217      |             | <a href="#">Share Collaborative</a>             | \$10,000                   | 2/3/2025   | 12/19/2025  | Federal         | Provide training.  | Lindy Foley    |
| 1/2/2025   | 45187      | AM#1        | <a href="#">Security Equipment Incorporated</a> |                            |            |             |                 | Increase amount/scope.   | Joel Scherling |
| 1/2/2025   | 44316      | AM#1        | <a href="#">Office Innovations</a>              |                            |            |             |                 | Extend date.   | Joel Scherling |
| 1/6/2025   | 45219      |             | <a href="#">Hendrickson Leadership Group</a>    | \$4,450                    | 4/1/2025   | 6/5/2025    | General         | Conduct training.  | Katie Graham   |
| 1/6/2025   | 44245      | AM#2        | <a href="#">ESU 4</a>                           |                            |            |             |                 | Increase amount/scope.   | Zainab Rida    |
| 1/6/2025   | 45216      |             | <a href="#">Abigail Fiske</a>                   | \$23,000                   | 1/1/2025   | 12/31/2025  | Federal         | Serve as 2025 FCCLA State Officer Coordinator.   | Katie Graham   |
| 1/7/2025   | 45199      |             | <a href="#">Peru State College</a>              | \$83,997                   | 11/15/2024 | 6/30/2027   | Federal         | Lower finance barrier for teaching candidates.   | Brad Dirksen   |
| 1/13/2025  | 45213      |             | <a href="#">UNL</a>                             | \$700,000                  | 11/15/2024 | 6/30/2027   | Federal/General | Carry out Nebraska Teacher Apprenticeship Act & administer State Apprenticeship Expansion Formula Grant. | Brad Dirksen   |
| 1/15/2025  | 42127      | AM#3        | <a href="#">UNL</a>                             |                            |            |             |                 | Extend date.   | Zainab Rida    |
| 1/17/2025  | 45212      |             | <a href="#">Chadron State College</a>           | \$100,000                  | 11/15/2024 | 6/30/2027   | Federal/General | Carry out Nebraska Teacher Apprenticeship Act & administer State Apprenticeship Expansion Formula Grant. | Brad Dirksen   |
| 1/22/2025  | 45225      |             | <a href="#">Kimberly Sanderson</a>              | \$15,000                   | 1/15/2025  | 1/14/2026   | Federal/General | Coaching/training services.  | Melody Hobson  |