



Regular Board of Education Meeting

Monday, August 19, 2024 at 5:30 PM

Educational Service Unit 7, Oak Room
2657 44th Ave
Columbus, NE 68601-8537

1. Call the Meeting to Order

Speaker(s): Board President or Designee

Rationale:

LEADERSHIP • SERVICE • SUPPORT

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

1.1. Notification of Open Meetings Law

Speaker(s): Board President or Designee

Rationale:

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

1.2. Roll Call

Speaker(s): Board President or Designee

1.3. Absent Board Members

Speaker(s): Board President or Designee

Rationale:

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

Recommended Motion(s):

Discuss, consider and take all necessary action to approve Board member absences as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

1.4. Pledge of Allegiance

Speaker(s): Board President or Designee

2. Approval of Agenda

Speaker(s): Board President or Designee

Rationale:

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

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

Recommended Motion(s):

Discuss, consider and take all necessary action to approve the agenda as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

3. Welcome Visitors

Speaker(s): Board President or Designee

4. Public Comment

Speaker(s): Board President or Designee

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

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

5. Consent Agenda

Speaker(s): Board President or Designee

Rationale:

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

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

Consent Agenda Includes:

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

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

Recommended Motion(s):

Discuss, consider and take all necessary action to approve the consent agenda as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

5.1. Minutes

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

5.2. Presentation of Bills #78243 through #78382 totaling \$1,143,430.86

Speaker(s): Board President or Designee

Rationale:

The summary of bills for the current month total: \$1,143,430.86 - Bills #78243 through #78382

General Activity Fund total: \$0

	Amount	Vendor	Description
78257	\$5,556.00	Bierman Contracting	Safety grant for St. Anthony school
78260	\$27,081.11	Capital One	Technology equipment/licenses
78264	\$6,423.98	Central City Public School	SPED/Grant reimbursements
78266	\$12,813.18	Central NE Rehab Services	Speech professional speaker
78270	\$16,402.34	Columbus Public Schools	SPED year end settlement
78271	\$5,135.45	Cross Co. School	Stipend/Grant reimbursement
78274	\$10,447.79	Dell Technologies	Technology equipment for schools
78301	\$15,705.00	Kagan Professional Development	Title II contracted services
78304	\$9,728.00	Kiddie Cab	Migrant summer school
78306	\$6,384.64	Lakeview Community Schools	SPED year end settlement/Grant reimbursement
78329	\$12,256.62	PowerSchool	Perform/Records software renewal
78331	\$11,358.46	Red Door Designs	Roller blinds for windows in North Building
78322	\$68,400.00	Rutt's Heating and Air	2nd HVAC remodel payment
78333	\$31,218.25	RVW Inc.	HVAC and South building remodel
78340	\$5,352.60	State of NE DAS State Accounting	Network service charges

This is a consent item.

5.3. Presentation of Bills #78383 through #78523 totaling \$1,105,113.42

Speaker(s): Board President or Designee

Rationale:

The summary of bills for the current month total:\$1,105,113.42 - Bills #78383 through #78523

General Activity Fund total: \$0

	Amount	Vendor	Description
78399	\$45,726.14	Capital One	Technology equipment/licenses, travel and supplies
78410	\$13,939.60	Computer Concepts	Safety Grant supplies for NE Christian
78415	\$13,311.76	Dell Technologies	Technology software flow thru for schools
78416	\$26,519.75	Eakes Office Solutions	Copier Maintenance
78419	\$7,225.50	Educational Products	Migrant supplies
78429	\$8,370.00	ESUCC	World Book software
78443	\$18,150.00	Imagine Learning	Title III software
78451	\$38,888.74	LastPass	5000 Licenses flow thru
78463	\$6,057.20	NANOPAC, INC	Vision supplies
78475	\$39,386.70	Rutt's Heating and Air	3rd HVAC remodel payment
78478	\$5,052.00	ServiceMaster by Shevlin	Cen7ter floor waxing/cleaning
78482	\$5,352.60	State of NE DAS State Accounting	Network service charges

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

5.5. Reading of Article IV, Section 5, D Civility

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

5.6. Reading of Article IV, Section 5, E Professional Boundaries Between Employees and Students

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

5.7. Reading of Article IV, Section 5, F Visitors to Employees

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

5.8. Reading of Article IV, Section 5, G Other Employment

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

5.9. Mileage Reimbursement Rate

Speaker(s): Board President or designee

Rationale: There has been no change to the IRS mileage rate as of August 1, 2024.

Article III, Section 4, D: Coffee Act Policy (Reimbursable Expenses)

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

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

This is a consent item.

5.10. Disposal of Inventory

Speaker(s): Board President or Designee

Rationale: This is a consent item.

5.11. 2024-2025 Nebraska Rural Community Schools Association (NRCSA) Dues

Speaker(s): Board President or Designee

Rationale:

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

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

This is a consent item.

5.12. 2024-2025 Contract for Amy Richards, Professional Development Coordinator - Early Childhood Specialist

Speaker(s): Board President or designee

Rationale: This is a consent item.

- 5.13. 2024-2025 Contract for Brandy Thompson, Professional Development Career Academy Coordinator
Speaker(s): Board President or designee
Rationale: This is a consent item.
- 5.14. 2024-2025 Contract for Brooke Kavan, Professional Development Coordinator
Speaker(s): Board President or designee
Rationale: This is a consent item.
- 5.15. 2024-2025 Contract for Brooke Koliha, Professional Development Coordinator
Speaker(s): Board President or designee
Rationale: This is a consent item.
- 5.16. 2024-2025 Contract for Cynthia Alarcon, Grant Coordinator
Speaker(s): Board President or designee
Rationale: This is a consent item.
- 5.17. 2024-2025 Contract for Dan Ellsworth, Network Operations Director
Speaker(s): Board President or designee
Rationale: This is a consent item.
- 5.18. 2024-2025 Contract for Ernie Valentine, Professional Development Coordinator
Speaker(s): Board President or designee
Rationale: This is a consent item.
- 5.19. 2024-2025 Contract for Kendra Gustafson, Professional Development Coordinator
Speaker(s): Board President or designee
Rationale: This is a consent item.
- 5.20. 2024-2025 Contract for Marci Ostmeyer, Professional Development Director
Speaker(s): Board President or designee
Rationale: This is a consent item.
- 5.21. 2024-2025 Contract for Mark Brady, Professional Development Coordinator
Speaker(s): Board President or designee
Rationale: This is a consent item.
- 5.22. 2024-2025 Contract for Martha (Vanessa) Gascon-Guarcas, MEP Education Liaison
Speaker(s): Board President or designee
Rationale: This is a consent item.
- 5.23. 2024-2025 Contract for Otis Pierce, Professional Development Coordinator
Speaker(s): Board President or designee
Rationale: This is a consent item.
- 5.24. 2024-2025 Contract for Richard Stuart, Information Technology Specialist
Speaker(s): Board President or designee
Rationale: This is a consent item.

5.25. 2024-2025 Contract for Stephanie Foreman, ASD Behavior Specialist

Speaker(s): Board President or designee

Rationale: This is a consent item.

5.26. 2024-2025 Contract for Travis Kassing, Network & Computer Systems Engineer

Speaker(s): Board President or designee

Rationale: This is a consent item.

6. Shari Becker, NASB Director of Education Leadership Search Service, Chief Administrator Search Discussion

Speaker(s): Board President or designee

Rationale: Shari Becker, NASB Director of Education Leadership Search Service, will attend the Board Meeting to go over the timeline for the Chief Administrator search.

7. June and July 2024 Treasurer's Reports

Speaker(s): Board President or Designee

Rationale: Review the breakdown of the Treasurer's Report

Administrator Recommendation: Discuss, consider and take any action necessary to accept the June and July 2024 Treasurer's Report as presented.

Recommended Motion(s):

Discuss, consider and take any action necessary to accept the June and July 2024 Treasurer's Report as presented. Passed with a motion by Board Member #1 and a second by Board Member #2.

8. 2024-2025 Contract for Amy Slama, Transition Grant Coordinator

Speaker(s): Board President or designee

Rationale: Amy Slama, Transition Grant Coordinator, has a change in FTE for the 2024-2025 contract year. The updated Transition Grant Coordinator term shall consist of 123.95 days of service.

Administrator Recommendation: Discuss, consider and take all necessary action to approve the 2024-2025 Transition Grant Coordinator contract for Amy Slama as presented.

Recommended Motion(s):

Discuss, consider and take all necessary action to approve the 2024-2025 Transition Grant Coordinator contract for Amy Slama as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

9. 2024-2025 Contract for Amy Slama, Transition Coach

Speaker(s): Board President or designee

Rationale: Amy Slama, Transition Coach, has a change in FTE for the 2024-2025 contract year. The updated Transition Coach term shall consist of 61.05 days of service.

Administrator Recommendation: Discuss, consider and take all necessary action to approve the 2024-2025 Transition Coach contract for Amy Slama as presented.

Recommended Motion(s):

Discuss, consider and take all necessary action to approve the 2024-2025 Transition Coach contract for Amy Slama as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

10. 2024-2025 Contract for Ingrid Rodriguez, Intern/PLMHP

Speaker(s): Board President or designee

Rationale: New 2024-2025 contract for Ingrid Rodriguez, Intern/PLMHP

Administrator Recommendation: Discuss, consider and take all necessary action to approve the 2024-2025 Intern/PLMHP contract for Ingrid Rodriguez as presented.

Recommended Motion(s):

Discuss, consider and take all necessary action to approve the 2024-2025 Intern/PLMHP contract for Ingrid Rodriguez as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

11. Administrator's Report General

Speaker(s): Administrator or Designee

Rationale:

- ESUCC Update
- Professional Development and Production/Print Shop Report - Director Ostmeyer
- Special Education Report - Director Clay
- Technology Report - Director Ellsworth
 - Nebraska Cybersecurity Network Update
- Upcoming Events
 - NASB Area Membership Meeting in Fremont, NE (September 25, 2024)
 - Need to know who will be attending. Awards will be delivered to:
 - Bob Arp: Point Award - Level III
 - Dawn Lindsley: Point Award - Level IV
 - Joyce Baumert: Point Award - Level VI
 - Doug Pauley: Point Award - Level VI
- Future 2024 Events
 - NASA/NASB Labor Relations Conference in Lincoln, NE (October 2-3, 2024)
 - NASA/NASB State Education Conference in Omaha, NE (November 20-22, 2024)
 - AESA Annual Conference in Orlando, FL (December 4-6, 2024)

11.1. Goal Update

Speaker(s): Administrator or Designee

Rationale: Goals for 24-25:

- Goal 1: By July 2025, the ESU 7 board will have advertised for a Chief Administrator, completed the interview process, sent a contract, hired a Chief Administrator, made the announcement, and begun the onboarding process.
- Goal 2: By July 2025, the ESU 7 board will attend at least two professional/personal learning events annually.

- Goal 3: By July 2025, the ESU 7 board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured.
- Goal 4: By July 2025, the ESU 7 board will continue to use the operationalized communication materials detailing tailored services and outcomes at scheduled visits to each district.

Goals for 23-24 were:

- Goal 1: By July 2024, the ESU 7 board will create, roll out, and operationalize a formalized process for board recruitment, onboarding, mentoring, and boardsmanship.
 - 100% Complete
- Goal 2: By July 2024, the ESU 7 board will attend at least two professional/personal learning events annually.
 - 83% Complete
- Goal 3: By July 2024, the ESU 7 board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured.
 - 94.8% Complete
- Goal 4: By July 2024, the ESU 7 board will create, roll out, and operationalize communication materials detailing tailored services and outcomes.
 - 100% Complete

11.2. Services Update

Speaker(s): Administrator or Designee

Rationale:

- Update on Regional PD Day in 2025
 - January 3, 2025 from 8:00am-4:00pm
- SIMPL Update - 2023-2024 year end. Screenshots attached.

11.3. Facilities Update

Speaker(s): Administrator or Designee

Rationale: The Administrator will provide a facilities update during this item.

- HVAC update
- Opening bids for Bridges construction

11.4. Personnel

Speaker(s): Administrator or designee

Rationale: New Hires:

- Shelby Sudduth, Bridges Paraprofessional, started August 12, 2024
- Sherry Olney, Learning Academy Paraprofessional, started August 12, 2024
- Maribel Espinoza, Bridges Paraprofessional, started August 12, 2024
- Tina Speicher, Bridges Paraprofessional, started August 12, 2024
- Anadia McKimmey, Paraprofessional Intern, started August 12, 2024
- Jade Podliska, Paraprofessional Intern, started August 12, 2024

Resignations:

- Tiffany Hackett, Learning Academy Paraprofessional, resigned July 19, 2024

- Kaedyn Stary, Cen7ter Paraprofessional, resigned July 22, 2024
- Ana Garcia, Migrant Education Program Service Provider, resigned effective August 30, 2024

11.4.1. Personnel - 2024-2025 Contracts

Speaker(s): Administrator or designee

Rationale: 2024-2025 Contracts offered and authorized by the Chief Administrator for the following staff:

- Abel (Josh) Arias, Migrant Education Program Service Provider
- Adilene Perez, Migrant Education Program Recruiter
- Alexis Hitz, District Technology Coordinator
- Angie Arndt, Department Secretary
- Angie Olson, Print Shop Personnel
- Carolyn Koch, Bookkeeper
- Chris Chvala, Computer Support Specialist
- Cindy Wieser, Department Secretary
- Darlene Rodriguez, Migrant Education Program Recruiter
- Devon Gronenthal, District Technology Coordinator
- Dylan Southard, District Technology Coordinator
- Elizabeth Lawrence, Department Secretary
- Emma Moore, Technology Intern
- Janet Ciboron, Print Shop Personnel
- Jason Trotter, District Technology Coordinator
- Jeremiah Salyard, District Technology Coordinator
- Kaylee Olmer, Part Time Secretarial for Special Education
- Kim Ruger, Print Shop Personnel
- Kris Johnson, Braillist (Increase to 1.0 FTE)
- Larry Shefcyk, Custodian/Maintenance
- Linda Shefcyk, Business Manager
- Maria Rodriguez-Borquez, Migrant Education Program Recruiter
- Mayra Garcia, Department Secretary
- Mindy Reed, Executive Secretary
- Morgan Morsett, Receptionist/Secretary
- Nathalie Vargas, Migrant Education Program Service Provider
- Susan Olmer, Bookkeeper
- Yaribey Rodriguez, Migrant Education Program Service Provider

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

11.5. Legislative Update

Speaker(s): Administrator or Designee

Rationale:

The Legislature on Tuesday, August 13, 2024, moved LB 34 as amended to Select File. The measure includes spending caps on counties, cities, and villages, and a new property tax credit program based upon school district levy obligations to taxpayers.

Next, the Legislature voted to adopt AM84 (a white copy amendment) to AM73 (the committee amendments to LB 34).

In part, AM84 creates the School District Property Tax Relief Act to provide property tax relief for property taxes levied against real property by school districts. The property tax relief would be made to owners of real property in the form of a property tax credit.

- For tax year 2024....\$750 million
- For tax year 2025....\$780 million
- For tax year 2026....\$808 million
- For tax year 2027....\$838 million
- For tax year 2028....\$870 million
- For tax year 2029....\$902 million; and
- For tax year 2030 and thereafter, the total amount of relief granted would be the total amount of relief from the prior year increased by 3%.

11.6. AESA Annual Conference

Speaker(s): Administrator or Designee

Rationale: The 2024 AESA Annual Conference Information Request was emailed to all board members. The deadline to sign up was August 2, 2024. The following board members have signed up to go: Bob Arp and Don Graff.

12. Committee Reports

Speaker(s): Committee Chair

12.1. Budget Committee Report

Speaker(s): Budget Committee Chair

Rationale: Budget Committee Chair will provide an update to the board.

Committee Recommendation:

12.2. Buildings and Grounds Committee Report

Speaker(s): Buildings and Grounds Committee Chair

Rationale: The Buildings and Grounds Committee needs to schedule a meeting for the first part of September. Dates available:

- September 3, 2024, after 1:00pm
- September 5, 2024, after 1:00pm
- September 6, 2024, after 1:00pm

Committee Recommendation:

12.3. Administrator Evaluation Committee Report

Speaker(s): Administrator Evaluation Committee Chair

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

Evaluation Timeline:

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

- **September:** Full Board is provided a paper copy of the evaluation

questions.

- **October:** Administrator sends digital evaluation and evaluation resources to the Evaluation Committee Chair in the first week of October. The chair then forwards on to the full Board for completion by the October Board Meeting. The Board will send their completed evaluation tool to the Evaluation Committee prior to the October Board Meeting. The Administrator completes the Evaluation Tool as a self-assessment and sends it to the Evaluation Committee Chair on or before October 31.

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

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

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

Committee Recommendation:

13. Conference Report

Speaker(s): Conference Attendees

Rationale: Conference Attendees will report on their learnings.

- Administrator Days, July 24-26, 2024

14. Adjournment

Speaker(s): Board President or Designee

Created by: Morgan Morsett, Secretary to the ESU 7 Board of Directors

NEBRASKA OPEN MEETINGS ACT

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

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

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

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

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

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

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

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

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

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

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

(c) Investigative proceedings regarding allegations of criminal misconduct;

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

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

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

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

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

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

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

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

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

(1) Until January 1, 2025:

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

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

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

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

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

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

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

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

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

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

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

(2) Beginning January 1, 2025:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(v) An educational service unit;

(vi) The Educational Service Unit Coordinating Council;

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

(viii) A community college board of governors;

(ix) The Nebraska Brand Committee;

(x) A local public health department;

(xi) A metropolitan utilities district;

(xii) A regional metropolitan transit authority; and

(xiii) A natural resources district.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Operative 4/17/24



Nebraska Council
of School Administrators

455 South 11th Street, Suite A
Lincoln, NE 68508
(402) 476-8055
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Regular Board of Education Meeting
Educational Service Unit 7, A/B Conference Room
2567 44th Avenue
Columbus, NE 68601
Monday, June 17, 2024 at 3:30 PM
Posted Locations:

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

Posted Date: 06/10/2024

Attendance Taken at 3:36 PM.

Bob Arp: Present
Joyce Baumert: Present
Marni Danhauer: Present
Karen Gomez: Present
Don Graff: Present
Dawn Lindsley: Present
Richard Luebbe: Present
Doug Pauley: Absent
Richard Stephens: Present
Gary Wieseler: Present
Jack Young: Present

Present: 10, Absent: 1.

Attendance Update Taken at 3:53 PM.

Doug Pauley: Present
Present: 11.

1. Call the Meeting to Order

LEADERSHIP • SERVICE • SUPPORT

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

Roll call was taken at 3:36pm.
Board Vice President started off the meeting.

Staff present:

Larianne Polk, Administrator
Linda Shefcyk, Business Manager
Mindy Reed, Secretary to the Board of Directors
Tami Clay, Special Education Director
Dan Ellsworth, Network Operations Director

1.1. Notification of Open Meetings Law

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

1.2. Roll Call

1.3. Absent Board Members

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

Discuss, consider and take action to approve the Board member absences as presented Passed with a motion by Marni Danhauer and a second by Joyce Baumert.

Doug Pauley:	Absent
Bob Arp:	Yea
Joyce Baumert:	Yea
Marni Danhauer:	Yea
Karen Gomez:	Yea
Don Graff:	Yea
Dawn Lindsley:	Yea

Richard Luebbe: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 10, Nay: 0, Absent: 1

Board President Doug Pauley was tardy for personal reasons.

1.4. Pledge of Allegiance

All members present participated in the Pledge of Allegiance.

2. Approval of Agenda

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

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

Discuss, consider and take any necessary action to approve the agenda as presented Passed with a motion by Dawn Lindsley and a second by Joyce Baumert.

Doug Pauley: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Karen Gomez: Yea

Don Graff: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 10, Nay: 0, Absent: 1

3. June Spotlight - Speech

Christina Hancock, Speech Language Pathology (SLP) Coordinator, presented the SLP Department spotlight to the Board. The SLP Department is made up of four employees for a total of 47 years of experience, with 45 of those years being at ESU 7. In the 2023-2024 academic year, the SLP department served East Butler, Schuyler Public, Howells-Dodge, Humphrey, St. Edward, and High Plains school districts. There were 347 students served, 372 Individualized Educational Plan (IEP) meetings attended, 134 evaluations completed, and 55 student dismissals in the 2023-2024 academic year. For the upcoming 2024-2025 academic year, the SLP department will serve Columbus Public, Howells-Dodge, Humphrey, St. Edward, High Plains, Osceola, and the ESU 7 programs. There are six treatment areas the SLP team works with: speech sound disorders, language, stuttering,

voice, social communication, and feeding/swallowing.

Questions from the board:

- If a student moves but is still in the ESU 7 area, does the SLP follow the student or does the new school have to make contact? If the school district uses ESU 7 for SLP services, the personnel assigned there will follow the recommendations of the IEP.
- What is the average caseload? 43 students
- Is music therapy incorporated into the treatment plans? Some therapists may use music therapy because there is research showing music therapy can be beneficial for treatment of stuttering. It depends on the therapist and the needs of the student.

4. Virtual Conferencing Option

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

Administrator Recommendation: Discuss, consider and take any necessary action to approve the virtual conferencing option for the August board meeting.
There will not be a virtual conferencing option for the August 2024 board meeting.

5. Welcome Visitors

One visitor present.

6. Public Comment

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

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

No public comment provided.

7. Buildings and Grounds Committee Report

The Buildings and Grounds Committee Chairperson will provide an update.

Buildings and Grounds Committee Chairperson, Bob Arp, provided the committee report to the board. The last Buildings and Grounds Committee meeting focused on discussing details of the Bridges project. Chairperson Bob Arp and Administrator Polk reviewed the attached screenshots. There will be two classrooms separated by a collapsible wall. The classrooms will have a common bathroom. There will be two recovery rooms, one in each area. There will be a sensory room, which will be shared with Cen7ter. The sensory room will be used as a calming room and will include compression type vests, swings, and lower lighting. Chairperson Bob Arp and Administrator Polk discussed where the fencing is proposed to go. RVW is confident the project will be complete by the 2025-2026 school year.

Questions from the Board:

- Would students have to go through classroom 2 to get to the sensory room? They could go through the classroom, or they could walk around the conference rooms and enter from the East.
- What is the thought process on having a collapsible wall versus a permanent wall? There may be times when the wall will need to be opened for flexibility, so having a collapsible wall would be ideal.
- If we decide to move forward with the playground in the future, would we have to tear down the fence, have the playground built, and then put the fence back? Yes

8. Board Vacancy - District 3

Board Member, Jennifer Miller, submitted her resignation on May 20, 2024. NEB. REV. STAT. § Section 32-562 requires the vacancy to be accepted by the rest of the board. Further, Section 32-574 states, "Unless otherwise provided by law, all vacancies shall be filled within forty-five days after the vacancy occurs unless good cause is shown that the requirement imposes an undue burden."

District 3 includes the following school districts: Columbus Public, Fullteron, High Plains, Humphrey, Lakeview, Palmer, St. Edward, and Twin River.

Administrator Recommendation: Discuss, consider and take any action necessary to approve the resignation as District 3 Board Member submitted by Jennifer Miller.

Discuss, consider and take any action necessary to approve the resignation as District 3 Board Member submitted by Jennifer Miller Passed with a motion by Dawn Lindsley and a second by Bob Arp.

Richard Stephens: **Nay**

Bob Arp: **Yea**

Joyce Baumert: **Yea**

Marni Danhauer: **Yea**

Karen Gomez: **Yea**

Don Graff: **Yea**

Dawn Lindsley: **Yea**

Richard Luebbe: **Yea**

Doug Pauley: **Yea**

Gary Wieseler: **Yea**

Jack Young: **Yea**

Yea: 10, Nay: 1

9. District 3 Board Application

An application has been received for the board vacancy in District 3. NEB. REV. STAT. § Section 79-1217(2) states that the appointee will serve "for the balance of the unexpired term" of the board spot that has been vacated. Applications were submitted by:

- Amy E. Blaser, resides in the Columbus Public Schools district region.

Administrator Recommendation: Discuss, consider, and vote to approve the resolution appointing Amy E. Blaser to the Educational Service Unit No. 7 Board position based on a vacancy for a term ending on December 31, 2026.

Discuss, consider, and vote to approve the resolution appointing Amy E. Blaser to the Educational Service Unit No. 7 Board position based on a vacancy for a term ending on December 31, 2026 Passed with a motion by Richard Stephens and a second by Don Graff.

Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 11, Nay: 0

10. Election of Secretary of Board of Education

Administrator Recommendation: Discuss, consider and take any necessary action to elect _____ as Secretary of Board of Education.

Discuss, consider and take any necessary action to elect Dawn Lindsley as Secretary of Board of Education Passed with a motion by Richard Stephens and a second by Marni Danhauer.

Dawn Lindsley: Abstain (Without Conflict)
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Richard Luebbe: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 10, Nay: 0, Abstain (Without Conflict): 1

Board member Richard Stephens nominated board member Dawn Lindsley to be the ESU 7 Secretary of the Board of Education.

11. **Consent Agenda**

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

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

Consent Agenda Includes:

- Minutes from the previous meeting(s)
- Presentation of the bills
- Other routine agenda items

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

Discuss, consider and take any action necessary to approve the consent agenda as presented
Passed with a motion by Gary Wieseler and a second by Joyce Baumert.

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Karen Gomez: Yea

Don Graff: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 11, Nay: 0

11.1. Minutes

This is a consent item.

11.2. Presentation of Bills #78098 through #78241 totaling \$1,274,539.62

The summary of bills for the current month total:\$1,274,539.62 - Bills #78098 through #78241

General Activity Fund total: \$0

	Amount	Vendor	Description
78106	\$7,500.00	Ann Elise Record	EC K-2 contracted service
78112	\$41,075.14	Capitol One	Technology equipment
78116	\$15,007.05	Central NE Rehab services	Speech professional speaker
78128	\$12,448.08	ESU 1	Regional grant contracted service
78132	\$27,654.44	ESUCC	SRS Fees
78143	\$5,644.83	Hy-Vee	Homeless grant visa cards for school districts
78154	\$9,750.00	Linewize	Technology equipment
78158	\$53,112.00	M&O Metals	Safety grant - door upgrade at Immanuel Lutheran
78170	\$241,992.90	Rutt's Heating and Air	1st HVAC remodel payment
78179	\$5,352.60	State of NE DAS State Accounting	Network service charges
78241	\$10,000.00	Legacy Leadership LLC	NNNC contracted service

This is a consent item.

11.3. Resignations

- Melinda Velecela, Migrant Education Program Education Liaison

This is a consent item.

11.4. 2024-2025 Contract for Amy Slama, Grant Coordinator

This is a consent item.

11.5. 2024-2025 Contract for Cara Neesen, Student Services Principal

This is a consent item.

11.6. 2024-2025 Contract for Kassandra Cornwell, Provisionally Licensed Mental Health Practitioner

This is a consent item.

11.7. 2024-2025 Contract for Lynne Webster, Licensed Mental Health Practitioner

This is a consent item.

11.8. 2024-2025 Contract for Megan Welch, Mental Health Practitioner

This is a consent item.

11.9. 2024-2025 Contract for Merridie Kaup, Mental Health Practitioner
This is a consent item.

11.10. 2024-2025 Contract for Tami Clay, Special Education Director

This is a consent item.

11.11. Authorization of Administrator to Sign for Federal/State Funds
This is a consent item.

12. Treasurer's Report

Review the breakdown of the Treasurer's Report.

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

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

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Karen Gomez: Yea

Don Graff: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 11, Nay: 0

13. Reading of Article IV, Section 9, F Bereavement Leave

1. *Immediate Family*. Paid family bereavement leave of 3 **consecutive** days is available in the event of the death of an immediate family member. The term "immediate family" for this purpose means the employee's spouse, child, parent, grandparent, grandchild, **and** sibling, **stepparents, stepsiblings and stepchildren** and family members standing in the same relation to the employee's spouse (in-laws). Family bereavement leave of 3 days is available for each such death. **Additional days for bereavement may be charged as sick leave with Administrator or designee approval.**

2. *Non-Immediate Family*. Non-family bereavement leave of **1 2 days** is available for the death of a person who is not an immediate family member, but with whom the employee was so close that the employee would be expected to attend the person's funeral. Non-family bereavement leave requires advance approval of the employee's supervisor. **Employees may request two additional bereavement**

days for non-immediate family without loss of pay from the Administrator or designee. Leave granted will be charged against sick leave.

Administrator Recommendation: Discuss, consider and take all necessary action to approve Article IV, Section 9, F Bereavement Leave as presented.

Discuss, consider and take all necessary action to approve Article IV, Section 9, F Bereavement Leave as presented Passed with a motion by Dawn Lindsley and a second by Marni Danhauer.

Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 11, Nay: 0

The bereavement leave in the negotiated agreement has been different from the bereavement leave policy in the policy manual. The changes suggested would update the bereavement leave policy in the policy manual to match the bereavement leave approved in the negotiated agreement. Having the policies match would have all staff utilizing the same bereavement leave specifications.

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

The ESU 7 Board of Education will not meet in July, 2024. This Board action gives authority to the Administrator to pay July bills. The ESU 7 Board will approve these expenses in the next possible Board Meeting.

Administrator Recommendation: Discuss, consider and take any action to approve the Administrator's payment of bills in July 2024.

Discuss, consider and take any action to approve the Administrator's payment of bills in July 2024 Passed with a motion by Richard Stephens and a second by Bob Arp.

Bob Arp: Yea

Joyce Baumert: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 11, Nay: 0

15. Budgeting for additional 1% Budget Authority

Nebraska Statute allows an additional 1% in budgeted property tax asking requiring an affirmative vote of 75% of the governing body for approval. These additional budget authority dollars remain critical as we continue to operate with the one and a half cent levy, no state aid funding for 2024-2025, and spending restrictions for the upcoming years. In the event valuations change or additional funding becomes available, this action will allow ESU 7 additional budget authority to access those dollars.

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

Discuss, consider and take any necessary action to approve the additional 1% in budgeted tax asking Passed with a motion by Dawn Lindsley and a second by Joyce Baumert.

Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Karen Gomez: Yea
Don Graff: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 11, Nay: 0

16. Monday, September 16 at 5:15 p.m. in the ESU 7 Oak Room - Budget Hearing and Budget Summary, followed by the Final Tax Request Hearing, and then followed by the Regular Board Meeting

Monday, September 16 at 5:15pm in the ESU 7 Oak Room - Budget Hearing and Budget Summary, followed by the Final Tax Request Hearing, which will be followed by the Regular Board Meeting to start at 5:30pm or when the Final Tax Request Hearing is concluded, whichever is later.

Administrator Recommendation: Discuss, consider and take any necessary action to approve the Monday, September 16 schedule for the Budget Hearing and Budget Summary, Final Tax Request Hearing, and the Regular Board Meeting as presented.

Discuss, consider and take any necessary action to approve the Monday, September 16 schedule for the Budget Hearing and Budget Summary, Final Tax Request Hearing, and the Regular Board Meeting as presented Passed with a motion by Jack Young and a second by Gary Wieseler.

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Karen Gomez: Yea

Don Graff: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 11, Nay: 0

17. ESU 7 Employee Benefit Solutions - Omnify

Omnify is amending and restating the ESU 7 flexible spending account (FSA) plan.

Resolved, that the form of amended and restated Welfare Benefit Plan, effective September 01, 2024, presented to this meeting (and a copy of which is attached hereto) is hereby approved and adopted, and that the proper agents of the Employer are hereby authorized and directed to execute and deliver to the Administrator of said Plan one or more counterparts of the Plan.

Resolved, that the Administrator shall be instructed to take such actions that the Administrator deems necessary and proper in order to implement the Plan, and to set up adequate accounting and administrative procedures for the provision of benefits under the Plan.

Resolved, that the proper agents of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the Plan and to deliver to each employee a copy of the Summary Plan Description of the Plan, which Summary Plan Description is attached hereto and is hereby approved.

Administrator Recommendation: Discuss, consider, and take any necessary action to adopt the resolutions as presented.

Discuss, consider, and take any necessary action to adopt the resolutions as presented

Passed with a motion by Don Graff and a second by Marni Danhauer.

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Karen Gomez: Yea

Don Graff: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 11, Nay: 0

Business Manager Linda Shefcyk notified the board that ESU 7 currently utilizes Almquist (AMGL) and will be switching to Omnify for 2024-2025. ESU 7 currently uses Omnify for our Cobra for health and dental, so this switch will have our FSA and HSA with the same company. Omnify will make sure ESU 7 is compliant with offering Cobra for Health/Dental, Vision, HSA/FSA, Life and LTD, and it will also allow employees to invest their HSA dollars as an additional benefit, if they so choose.

18. Resolution on Training Requirements

After the passage of LB 1329, school districts are required to determine the length of time for every required annual training. ESU 7 will follow the same requirements for the same trainings we do for our pre-service days.

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

Discuss, consider and take any necessary action to approve the resolution as presented

Passed with a motion by Jack Young and a second by Gary Wieseler.

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Karen Gomez: Yea

Don Graff: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 11, Nay: 0

Administrator Polk reviewed the requirements for school districts after the passage of LB 1329. ESU 7 has a three-year training rotation. The resolution will have to be reviewed and approved annually in June.

19. **Administrator's Report General**

- After July:
 - Public Comment has to be at every meeting, even work sessions
- Professional Development and Production/Print Shop Report - Director Ostmeyer
- Special Education Report - Director Clay
- Technology Report - Director Ellsworth
 - Nebraska Cybersecurity Network Update
 - AV Work
- Future 2024 Events
 - NASB Area Membership Meeting in Fremont, NE (September 18, 2024)
 - NASA/NASB Labor Relations Conference in Lincoln, NE (October 2-3, 2024)
 - NASA/NASB State Education Conference in Omaha, NE (November 20-22, 2024)
 - AESA Annual Conference in Orlando, FL (December 4-6, 2024)

Special Education Report - Special Education Director Tami Clay provided the report for the board. The construction plans for the Bridges program are in process. The teacher and four of the five paraprofessionals have been hired. There are currently five students enrolled in the Bridges program for the 2024-2025 academic year. The curriculum, materials, and some furniture have all been ordered. Staff training has started taking place. Director Clay is currently writing Maintenance of Effort (MOE) eligibility for the schools, which is due on July 15, 2024. The IDEA grant application is open. Director Clay hopes to start working on those on Wednesday, June 19, 2024.

Technology Report - Network Operations Director Dan Ellsworth provided the report for the board. Cybersecurity Director Andy Boell, with the Nebraska Cybersecurity Network for Education (NCNE), sent out NCNE agreements to Superintendents. Director Ellsworth and the NCNE are encouraging the schools to sign the agreement. The NCNE is waiting for official word regarding funding for year two before any new projects are started. Director Ellsworth discussed the audiovisual (AV) work which needs to take place in the ESU 7 conference rooms. The technology budget has a large amount for AV proposed in the 24-25 budget year. The technology department is trying to enhance the AV system already in the Oak/Maple conference room, which is estimated to be close to \$100,000. The estimate for the AV work in the Student Services A/B conference rooms is \$200,000. The other conference rooms are estimated to be around \$40,000 combined. In the smaller conference

rooms, the tech department will install everything, whereas in the larger conference rooms, there will need to be additional assistance from a vendor. The projectors currently in the conference rooms were purchased back in 2018. The goal is to replace the projectors with 84"-85" television screens, with one or two in each room. In the Oak/Maple conference rooms, there will be a total of eight television screens. The AV work in the Student Services A/B conference rooms would be best to do in conjunction with the Bridges program construction, in order to minimize disruption in the conference room.

Updated board member head shots will be taken in the January 2025 board meeting.

Board member Bob Arp will now be on the Negotiations Committee. Board member Richard Stephens will now be the Negotiations Committee Chair.

19.1. Goal Update

- Goal 1: 100% Complete
- Goal 2: 83% Complete
- Goal 3: 94.8% Complete
 - School District Board Meetings Completed:
 - David City - 10/10/2022
 - Osceola - 10/10/2022
 - East Butler - 10/12/2022
 - Boone Central - 11/14/2022
 - High Plains - 1/9/2023
 - Fullerton - 2/13/2023
 - Clarkson - 3/15/2023
 - Central City - 3/15/2023
 - Cross County - 5/8/2023
 - Palmer - 9/11/2023
 - Howells-Dodge - 10/11/2023
 - Columbus Public - 11/13/23
 - Humphrey - 11/13/23
 - Lakeview - 12/11/23
 - Leigh - 1/17/24
 - St. Edward - 2/12/24
 - Schuyler - 2/12/24
 - Shelby-Rising City - 3/14/24
 - School District Board Meeting rotation will start back in October 2024.
 - Twin River will not be completed in the two-year rotation. This will be scheduled in the Fall of 2024.
- Goal 4: 100% Complete

19.2. Services Update

- Update on Regional PD Day in 2025
 - January 3, 2025 from 8:00am-4:00pm

Items inside this item include visit updates, quarterly report, director reports, etc. Administrator Polk provided an update on the Regional PD day. There are more individuals signing up to be presenters. The Directors communicated with the Columbus Chamber and the Drive for Five meeting about the event and asked for promotional items or items which could be handed out during the event.

Administrator Polk received confirmation that the Agency Team can enter the venue after lunch on January 2, 2025, to set up for the event. The committee Director Clay is responsible for will be in contact with the board to request volunteering with the event.

19.3. **Personnel**

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

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

- Anne Baptiste
- Meghan Wolfe
- Shanda Hall
- Maria Bonilla
- Laurin Weldon
- Josh McPhillips
- Harriet (Kibalya) Nalumansi
- Iris Medina Gonzalez
- Abigail Gascon

19.3.2. Personnel - 2024-2025 Contracts

2024-2025 Contracts offered and authorized by Chief Administrator Polk for the following staff:

- Alicia Hastreiter, Paraprofessional
- Ashley Lerch, Paraprofessional
- Barb Brockhaus, Paraprofessional
- Breena Walkenhorst, Paraprofessional
- Brenda Hake, Paraprofessional
- Christine Barber, Paraprofessional
- Harriet Nalumansi, Paraprofessional
- Jeri Glenn, Paraprofessional
- Joanna Terrazas, Paraprofessional
- Kaedyn Stary, Paraprofessional
- Kaylee Olmer, Paraprofessional
- Kristen Cattau, Paraprofessional
- Maelee Schleich, Paraprofessional

- Melissa Schwichtenberg, Paraprofessional
- Tammy Semrad, Paraprofessional
- Tiffany Hackett, Paraprofessional
- Kris Johnson, Brailist
- Kaedyn Stary, Summer Production Personnel
- Wendy Shotkoski, Summer Production Personnel
- Emma Moore, Technology Trainee

19.4. Legislative Update Special Session:

- Cutting Property Taxes
- Winner Takes All

Administrator Polk notified the board there would likely be a special session. At the time of the board meeting, there were no set dates for any special session(s). Most likely, the sessions will be held from mid-July to mid-August. Board member Dawn Lindsley, who is part of the NASB legislative committee, notified the board that the Governor is doing property tax town hall discussions. The town hall discussions are being published, and she is not sure how many more will be scheduled. If any of the board members are interested in attending one of the town hall discussions, speak with board member Dawn Lindsley to get more information.

19.5. AESA Annual Conference

The 2024 AESA Annual Conference Information Request form will be emailed to all board members. Please indicate if you intend on attending and fill out the necessary information and submit the form to Secretary to the Board, Mindy Reed by August 2, 2024.

20. **Committee Reports**

20.1. Budget Committee Report

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

Committee Recommendation:

Budget Committee Chairperson Gary Wieseler provided the Budget Committee update to the board. The Budget Committee had their second meeting. Last month, the committee went over the general budget. Tonight, the Budget Committee talked about any changes to the general budget and spoke about the grants and special education budgets. The Budget Committee discussed AV improvements to conference rooms across the campus. The grants budget has to be built in, even though it can change significantly between now and when the budget will be proposed. At this point in the planning process, the budget was approximately \$17.8 million. Chairperson Gary Wieseler suggested the Buildings and Grounds

Committee meet with the Budget Committee to discuss facilities improvements and planning for fiscal decisions. The Budget Committee will meet again in August.

21. Adjournment

The meeting adjourned at 5:06pm.

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

Check Register Summary

Batch Year: 24 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00078243	C	07/20/2024	10013	ACE HARDWARE	45.98
10	00078244	C	07/20/2024	10080	AESA REGISTRATION	1,040.00
10	00078245	C	07/20/2024	14974	ALLO COMMUNICATIONS	177.00
10	00078246	C	07/20/2024	190428	ALMQUIST, MALTZAHN, GALLOWAY & LUTH PC	139.00
10	00078247	C	07/20/2024	10391	AMAZON CAPITAL SERVICES *	13,163.40
10	00078248	C	07/20/2024	130180	AMY MAZANKOWSKI	129.98
10	00078249	C	07/20/2024	13773	AMY MERCHANT	60.00
10	00078250	C	07/20/2024	13382	AMY SCHREIBER	117.89
10	00078251	C	07/20/2024	15679	ANDREW L. FALK	60.00
10	00078252	C	07/20/2024	10681	APPLE COMPUTER, INC.	329.00
10	00078253	C	07/20/2024	388	APPLIED CONNECTIVE TECHNOLOGIES	320.00
10	00078254	C	07/20/2024	10799	ASCD MEMBERSHIP	59.00
10	00078255	C	07/20/2024	10910	AWARDS & ENGRAVING	46.00
10	00078256	C	07/20/2024	13218	BARBARA RAYA	432.82
10	00078257	C	07/20/2024	9440	BIERMAN CONTRACTING, INC.	5,556.00
10	00078258	C	07/20/2024	20428	BOONE CENTRAL SCHOOLS	900.00
10	00078259	C	07/20/2024	6700	BROOKE KAVAN	12.24
10	00078260	C	07/20/2024	30039	CAPITAL ONE-POLK	27,081.11
10	00078261	C	07/20/2024	15660	CARL J. OSTRAND	60.00
10	00078262	C	07/20/2024	1996	CASEY'S MAIL SERVICE LLC	442.42
10	00078263	C	07/20/2024	30192	CDW-G	1,665.00
10	00078264	C	07/20/2024	30235	CENTRAL CITY PUB SCHOOL	6,423.98
10	00078265	C	07/20/2024	30260	CENTRAL COMMUNITY COLLEGE	80.00
10	00078266	C	07/20/2024	8940	CENTRAL NE REHAB SERVICES	12,813.18
10	00078267	C	07/20/2024	30328	CHARTWELLS FOOD SERVICE CCC - COLUMBUS	2,336.96
10	00078268	C	07/20/2024	30550	CITY OF COLUMBUS WATER & SANIT	403.31
10	00078269	C	07/20/2024	30610	CLARKSON PUBLIC SCHOOLS	1,031.61
10	00078270	C	07/20/2024	31035	COLUMBUS PUBLIC SCHOOLS GENERAL FUNDS	16,402.34
10	00078271	C	07/20/2024	31462	CROSS COUNTY SCHOOL	5,135.45
10	00078272	C	07/20/2024	12769	CROWNE PLAZA (JM HOSPITALITY)	3,009.60
10	00078273	C	07/20/2024	4812	CUBBY'S, INC.	1,141.19
10	00078274	C	07/20/2024	14770	DELL TECHNOLOGIES, INC.	10,447.79
10	00078275	C	07/20/2024	40725	EAKES OFFICE SOLUTIONS	1,062.42
10	00078276	C	07/20/2024	50060	EAST BUTLER PUBLIC SCHOOL	3,170.76
10	00078277	C	07/20/2024	50825	ED SERVICE UNIT 7-PAYROLL	803,842.29
10	00078278	C	07/20/2024	14613	ELYSE BELINA	53.60
10	00078279	C	07/20/2024	50750	ESU 10	1,185.00
10	00078280	C	07/20/2024	50645	ESU 2	50.00
10	00078281	C	07/20/2024	50650	ESU 3	1,424.25
10	00078282	C	07/20/2024	50735	ESU 9	985.00
10	00078283	C	07/20/2024	50652	ESUCC	2,378.86
10	00078284	C	07/20/2024	5533	FAS-BREAK WINDSHIELD REPAIR	140.00
10	00078285	C	07/20/2024	60056	FNBO	96.77
10	00078286	C	07/20/2024	60800	FULLERTON PUBLIC SCHOOL	300.00
10	00078287	C	07/20/2024	7013	GREAT PLAINS COMMUNICATIONS	482.00
10	00078288	C	07/20/2024	15342	GREGG YOUNG CHEVROLET GMC OF COLUMBUS	98.78
10	00078289	C	07/20/2024	15385	GREGG YOUNG TOYOTA OF COLUMBUS	90.70
10	00078290	C	07/20/2024	80147	HAMPTON INN	387.00
10	00078291	C	07/20/2024	13781	HANNAH LOUISE MYERS	60.00
10	00078292	C	07/20/2024	11460	HAYLEY MURPHY	45.56
10	00078293	C	07/20/2024	15717	HELPING OTHERS PREPARE FOR EXCELLENCE	1,000.00
10	00078294	C	07/20/2024	80390	HIGH PLAINS COMMUNITY SCHOOLS	480.39
10	00078295	C	07/20/2024	80543	HOMETOWN LEASING	477.45
10	00078296	C	07/20/2024	80670	HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	586.47
10	00078297	C	07/20/2024	80860	HUMPHREY PUBLIC SCHOOL	2,667.32
10	00078298	C	07/20/2024	80880	HY-VEE	27.38
10	00078299	C	07/20/2024	13030	INTERNATIONAL ACADEMY OF SCIENCE ACELLUS	600.00
10	00078300	C	07/20/2024	6319	JOURNEYED.COM, INC.	575.00
10	00078301	C	07/20/2024	6300	KAGAN PROFESSIONAL DEVELOPMENT	15,705.00
10	00078302	C	07/20/2024	12424	KASEYA US, LLC	960.75
10	00078303	C	07/20/2024	15652	KELSI L. AMEN	60.00
10	00078304	C	07/20/2024	110235	KIDDIE CAB	9,728.00

Check Register Summary

Batch Year: 24 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00078305	C	07/20/2024	15741	KONA ICE	650.00
10	00078306	C	07/20/2024	120129	LAKEVIEW COMMUNITY SCHOOLS	6,384.64
10	00078307	C	07/20/2024	160636	LARIANNE POLK	353.09
10	00078308	C	07/20/2024	14354	LAURA RODRIGUEZ	143.05
10	00078309	C	07/20/2024	140045	LEARNING FORWARD	638.00
10	00078310	C	07/20/2024	120223	LEIGH COMMUNITY SCHOOLS	925.53
10	00078311	C	07/20/2024	15261	LEXIA LEARNING SYSTEMS INC	2,500.00
10	00078312	C	07/20/2024	120314	LINCOLN JOURNAL STAR	14.57
10	00078313	C	07/20/2024	120550	LOUP POWER DISTRICT	4,392.58
10	00078314	C	07/20/2024	130070	MAILBOX, THE	25.88
10	00078315	C	07/20/2024	5410	MARK BRADY	211.32
10	00078316	C	07/20/2024	13390	MELISSA EDSON	60.00
10	00078317	C	07/20/2024	11355	MIOTEES CUSTOM T-SHIRTS	3,349.50
10	00078318	C	07/20/2024	140351	NCSA	780.00
10	00078319	C	07/20/2024	140351	NCSA	630.00
10	00078320	C	07/20/2024	140020	NCTM	157.00
10	00078321	C	07/20/2024	140570	NEBRASKA TECHNOLOGY & TELECOM.	160.61
10	00078322	C	07/20/2024	9644	NORTH BEND CENTRAL	534.39
10	00078323	C	07/20/2024	150225	OLIVA AUDIO-VISUAL REPAIR	60.00
10	00078324	C	07/20/2024	12122	One Source The Background Check Company	50.35
10	00078325	C	07/20/2024	150330	OSCEOLA PUBLIC SCHOOLS	2,411.14
10	00078326	C	07/20/2024	160033	PALMER PUBLIC SCHOOL	300.00
10	00078327	C	07/20/2024	160095	PERRY,GUTHERY, HAASE& GESSFORD P.C.,L.L.	3,584.36
10	00078328	C	07/20/2024	160450	PIZZA RANCH	172.83
10	00078329	C	07/20/2024	10197	POWERSCHOOL	12,256.62
10	00078330	C	07/20/2024	3697	PYRAMID SCHOOL PRODUCTS	1,049.09
10	00078331	C	07/20/2024	15644	RED DOOR DESIGNS	11,358.46
10	00078332	C	07/20/2024	20250	RUTT'S HEATING & AIR	68,400.00
10	00078333	C	07/20/2024	9164	RVW INC.	31,218.25
10	00078334	C	07/20/2024	11266	SCHOOL HEALTH CORPORATION	12.30
10	00078335	C	07/20/2024	190150	SCHOOL SPEC SUPPLY INC	212.35
10	00078336	C	07/20/2024	190164	SCHUYLER COMMUNITY SCHOOLS	900.00
10	00078337	C	07/20/2024	15687	SHARI LEIGHANN BABB	60.00
10	00078338	C	07/20/2024	190390	SHELBY-RISING CITY PUBLIC SCHOOL	1,859.87
10	00078339	C	07/20/2024	190007	ST EDWARD PUBLIC SCHOOL	1,358.05
10	00078340	C	07/20/2024	190850	STATE OF NEBRASKA DAS STATE ACCTG.	5,352.60
10	00078341	C	07/20/2024	11533	SUMMERLAND PUBLIC SCHOOL	92.55
10	00078342	C	07/20/2024	191085	SUPER SAVER	83.90
10	00078343	C	07/20/2024	15725	Sonya Sukup	548.06
10	00078344	C	07/20/2024	200493	TWIN RIVER PUBLIC SCHOOL	1,953.34
10	00078345	C	07/20/2024	200606	U & I SANITATION	112.25
10	00078346	C	07/20/2024	14389	UNANIMOUS	60.00
10	00078347	C	07/20/2024	10320	VERIZON WIRELESS	1,139.33
10	00078348	C	07/20/2024	230022	WAHOO PUBLIC SCHOOL	185.11
10	00078349	C	07/20/2024	230048	WALMART CAPITAL ONE - BUS	145.06
10	00078350	C	07/20/2024	230051	WALMART CAPITAL ONE - MIG	828.56
10	00078351	C	07/20/2024	230195	WAYNE COMM. SCHOOLS	185.11
10	00078352	C	07/20/2024	230249	WEST POINT PUBLIC SCHOOLS	2,338.86
10	00078353	C	07/20/2024	13420	WOODRIVER ENERGY LLC	756.55
10	00078354	A	07/20/2024	13897	ADILENE PEREZ	617.74
10	00078355	A	07/20/2024	14494	ALEXUS HITZ	225.12
10	00078356	A	07/20/2024	10030	ANA KAREN GARCIA MEDINA	402.08
10	00078357	A	07/20/2024	1082	ANGEL D MAYBERRY	188.94
10	00078358	A	07/20/2024	13528	CARA NEESEN	170.18
10	00078359	A	07/20/2024	5096	CHRIS CHVALA	13.36
10	00078360	A	07/20/2024	70017	CYNTHIA ALARCON	329.46
10	00078361	A	07/20/2024	180474	DARLENE RODRIGUEZ	626.45
10	00078362	A	07/20/2024	14001	DEVON GRONENTHAL	176.88
10	00078363	A	07/20/2024	14060	DYLAN SOUTHARD	397.98
10	00078364	A	07/20/2024	7560	ESI HOSTED SERVICES	172.22
10	00078365	A	07/20/2024	15709	IRIS MEDINA GONZALEZ	142.98
10	00078366	A	07/20/2024	8540	JOLYNN KAHLANDT	62.98

Check Register Summary

Batch Year: 24 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00078367	A	07/20/2024	11932	JOSH ARIAS	1,224.09
10	00078368	A	07/20/2024	15695	KRIS ELM SHAEUSER	45.36
10	00078369	A	07/20/2024	13480	LETISHIA KLEINSCHMIT	42.88
10	00078370	A	07/20/2024	13340	LINDY CHURCH	335.00
10	00078371	A	07/20/2024	15601	MARCI HAIGHT	314.84
10	00078372	A	07/20/2024	2267	MARCIA OSTMEYER	337.54
10	00078373	A	07/20/2024	11797	MARIA RODRIGUEZ	1,692.42
10	00078374	A	07/20/2024	14699	MARIAH HUNKE	42.88
10	00078375	A	07/20/2024	4650	MELINDA VELECELA	111.22
10	00078376	A	07/20/2024	8788	NATHALIE VARGAS	1,784.88
10	00078377	A	07/20/2024	10740	SHELLI EICKMEIER	22.78
10	00078378	A	07/20/2024	12165	STEPHANIE FOREMAN	412.47
10	00078379	A	07/20/2024	13447	SUSAN OLMER	90.58
10	00078380	A	07/20/2024	13536	TERI OPFER	57.62
10	00078381	A	07/20/2024	3239	TRAVIS KASSING	13.36
10	00078382	A	07/20/2024	10545	YARIBEY RODRIGUEZ	2,638.46
Total Bank: 10						\$1,143,430.86

Total Computer Checks:	\$1,130,738.11
Total Manual Checks:	\$0.00
Total ACH Checks:	\$12,692.75
Total Other Checks:	\$0.00
Total Electronic Checks:	\$0.00
Total Computer Voids:	\$0.00
Total Manual Voids:	\$0.00
Total ACH Voids:	\$0.00
Total Other Voids:	\$0.00
Total Electronic Voids:	\$0.00
Grand Total:	\$1,143,430.86
Number of Checks:	140

Batch Year	Batch	Amount
24	000279	185,549.07
24	000285	48,282.59
24	000293	105,756.91
24	000303	803,842.29

Check Register Summary

Batch Year: 24 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00078383	C	08/20/2024	9466	4ALL PROMOS	588.12
10	00078384	C	08/20/2024	10013	ACE HARDWARE	95.49
10	00078385	C	08/20/2024	10080	AESA REGISTRATION	299.00
10	00078386	C	08/20/2024	10715	AINSWORTH COMMUNITY SCHOOLS	481.06
10	00078387	C	08/20/2024	15873	AINSWORTH START - JOURNAL	33.30
10	00078388	C	08/20/2024	14974	ALLO COMMUNICATIONS	177.00
10	00078389	C	08/20/2024	190428	ALMQUIST, MALTZAHN, GALLOWAY & LUTH PC	133.00
10	00078390	C	08/20/2024	10391	AMAZON CAPITAL SERVICES *	31,728.45
10	00078391	C	08/20/2024	7420	ANNA RAMIREZ	43.53
10	00078392	C	08/20/2024	10681	APPLE COMPUTER, INC.	18,377.00
10	00078393	C	08/20/2024	388	APPLIED CONNECTIVE TECHNOLOGIES	320.00
10	00078394	C	08/20/2024	9156	ASHFALL FOSSIL BEDS	147.00
10	00078395	C	08/20/2024	15857	ASHLEY SWANSON	95.14
10	00078396	C	08/20/2024	19090	B&H PHOTO-VIDEO	1,599.00
10	00078397	C	08/20/2024	20428	BOONE CENTRAL SCHOOLS	3,609.73
10	00078398	C	08/20/2024	6700	BROOKE KAVAN	163.89
10	00078399	C	08/20/2024	30039	CAPITAL ONE-POLK	45,726.14
10	00078400	C	08/20/2024	1996	CASEY'S MAIL SERVICE LLC	334.27
10	00078401	C	08/20/2024	30235	CENTRAL CITY PUB SCHOOL	387.84
10	00078402	C	08/20/2024	280	CHRISTINA KILGORE	1,600.00
10	00078403	C	08/20/2024	30540	COLUMBUS PUBLIC LIBRARY	148.49
10	00078404	C	08/20/2024	30550	CITY OF COLUMBUS WATER & SANIT	510.43
10	00078405	C	08/20/2024	15822	CLAIRE URUGUTIA	140.70
10	00078406	C	08/20/2024	30610	CLARKSON PUBLIC SCHOOLS	827.02
10	00078407	C	08/20/2024	116	CODY SHEFCYK	150.00
10	00078408	C	08/20/2024	31035	COLUMBUS PUBLIC SCHOOLS GENERAL FUNDS	786.28
10	00078409	C	08/20/2024	15792	COLUMN SOFTWARE PBC	12.22
10	00078410	C	08/20/2024	15865	COMPUTER CONCEPTS INC	13,939.60
10	00078411	C	08/20/2024	31423	COUNTRY INNS & SUITES	312.00
10	00078412	C	08/20/2024	31462	CROSS COUNTY SCHOOL	1,101.05
10	00078413	C	08/20/2024	4812	CUBBY'S, INC.	1,044.62
10	00078414	C	08/20/2024	40235	DAVID CITY PUBLIC SCHOOL	210.00
10	00078415	C	08/20/2024	14770	DELL TECHNOLOGIES, INC.	13,311.76
10	00078416	C	08/20/2024	40725	EAKES OFFICE SOLUTIONS	26,519.75
10	00078417	C	08/20/2024	50060	EAST BUTLER PUBLIC SCHOOL	832.98
10	00078418	C	08/20/2024	50825	ED SERVICE UNIT 7-PAYROLL	729,278.48
10	00078419	C	08/20/2024	14583	EDUCATIONAL PRODUCTS, INC.	7,225.50
10	00078420	C	08/20/2024	50401	EGAN SUPPLY CO.	28.69
10	00078421	C	08/20/2024	14613	ELYSE BELINA	107.20
10	00078422	C	08/20/2024	230292	EMS LINQ, INC.	400.00
10	00078423	C	08/20/2024	50595	ENGINEERED CONTROLS	1,423.00
10	00078424	C	08/20/2024	15830	ERIN SETTLES	136.68
10	00078425	C	08/20/2024	14400	ESGI, LLC	259.00
10	00078426	C	08/20/2024	50750	ESU 10	75.00
10	00078427	C	08/20/2024	50725	ESU 6	120.00
10	00078428	C	08/20/2024	50735	ESU 9	785.00
10	00078429	C	08/20/2024	50652	ESUCC	8,370.00
10	00078430	C	08/20/2024	60056	FNBO	98.82
10	00078431	C	08/20/2024	60800	FULLERTON PUBLIC SCHOOL	210.00
10	00078432	C	08/20/2024	15768	FUTURE OF EDUCATION TECHNOLOGYCONFERENCE	390.00
10	00078433	C	08/20/2024	15342	GREGG YOUNG CHEVROLET GMC OF COLUMBUS	562.38
10	00078434	C	08/20/2024	15385	GREGG YOUNG TOYOTA OF COLUMBUS	157.82
10	00078435	C	08/20/2024	80147	HAMPTON INN	809.70
10	00078436	C	08/20/2024	80390	HIGH PLAINS COMMUNITY SCHOOLS	255.62
10	00078437	C	08/20/2024	80507	HOLIDAY INN EXPRESS	857.20
10	00078438	C	08/20/2024	80510	HOLIDAY INN KEARNEY	2,058.30
10	00078439	C	08/20/2024	80543	HOMETOWN LEASING	477.45
10	00078440	C	08/20/2024	80670	HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	800.58
10	00078441	C	08/20/2024	80860	HUMPHREY PUBLIC SCHOOL	863.83
10	00078442	C	08/20/2024	80880	HY-VEE	3,318.63
10	00078443	C	08/20/2024	90075	IMAGINE LEARNING LLC	18,150.00
10	00078444	C	08/20/2024	10561	INNOVATIVE OFFICE SOULUTIONS, LLC	661.10

Check Register Summary

Batch Year: 24 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00078445	C	08/20/2024	30027	JENNIFER CALAHAN	150.08
10	00078446	C	08/20/2024	6319	JOURNEYED.COM, INC.	2,472.48
10	00078447	C	08/20/2024	12424	KASEYA US, LLC	960.75
10	00078448	C	08/20/2024	5711	KAYLEE STRONG	150.08
10	00078449	C	08/20/2024	4839	KSB SCHOOL LAW	1,000.00
10	00078450	C	08/20/2024	120129	LAKEVIEW COMMUNITY SCHOOLS	7,141.39
10	00078451	C	08/20/2024	12327	LASTPASS US LP	38,888.74
10	00078452	C	08/20/2024	140045	LEARNING FORWARD	1,049.00
10	00078453	C	08/20/2024	120223	LEIGH COMMUNITY SCHOOLS	271.70
10	00078454	C	08/20/2024	15369	LILIANA VELASQUEZ	48.61
10	00078455	C	08/20/2024	120314	LINCOLN JOURNAL STAR	634.00
10	00078456	C	08/20/2024	120550	LOUP POWER DISTRICT	4,355.42
10	00078457	C	08/20/2024	130070	MAILBOX, THE	57.80
10	00078458	C	08/20/2024	5410	MARK BRADY	35.44
10	00078459	C	08/20/2024	130378	MENARDS	2,151.37
10	00078460	C	08/20/2024	15415	MY CENTRAL SUPPLY	467.72
10	00078461	C	08/20/2024	15415	MY CENTRAL SUPPLY	255.29
10	00078462	C	08/20/2024	11851	McPHILLIPS ELECTRIC LLC	577.31
10	00078463	C	08/20/2024	15733	NANOPAC, INC	6,057.20
10	00078464	C	08/20/2024	3700	NATIONAL ART & SCHOOL SUPPLIES	548.24
10	00078465	C	08/20/2024	4251	NATUS MEDICAL	1,421.00
10	00078466	C	08/20/2024	140351	NCSA	2,688.00
10	00078467	C	08/20/2024	8893	NEBRASKA DEPARTMENT OF REVENUE	242.29
10	00078468	C	08/20/2024	140570	NEBRASKA TECHNOLOGY & TELECOM.	161.12
10	00078469	C	08/20/2024	150290	O'NEILL PUBLIC SCHOOLS	2,938.08
10	00078470	C	08/20/2024	12122	One Source The Background Check Company	101.00
10	00078471	C	08/20/2024	150330	OSCEOLA PUBLIC SCHOOLS	1,361.85
10	00078472	C	08/20/2024	160450	PIZZA RANCH	171.54
10	00078473	C	08/20/2024	15814	RAMADA TOPEKA DOWNTOWN HOTEL	94.00
10	00078474	C	08/20/2024	11258	RAPIDS WHOLESALE	79.01
10	00078475	C	08/20/2024	20250	RUTT'S HEATING & AIR	39,386.70
10	00078476	C	08/20/2024	981	SARAH WACHA	152.76
10	00078477	C	08/20/2024	13170	SCHOLASTIC INC	392.76
10	00078478	C	08/20/2024	760	SERVICEMASTER BY SHEVLIN	5,052.00
10	00078479	C	08/20/2024	190390	SHELBY-RISING CITY PUBLIC SCHOOL	1,606.24
10	00078480	C	08/20/2024	190007	ST EDWARD PUBLIC SCHOOL	721.25
10	00078481	C	08/20/2024	15849	STACI SANDMAN	147.40
10	00078482	C	08/20/2024	190850	STATE OF NEBRASKA DAS STATE ACCTG.	5,352.60
10	00078483	C	08/20/2024	191085	SUPER SAVER	111.54
10	00078484	C	08/20/2024	14966	THE CHILDCARE WHISPERER	4,847.52
10	00078485	C	08/20/2024	15776	THE FISHER AGENCY	3,600.00
10	00078486	C	08/20/2024	2674	TIRE OUTLET INC	672.00
10	00078487	C	08/20/2024	200493	TWIN RIVER PUBLIC SCHOOL	6,206.69
10	00078488	C	08/20/2024	200606	U & I SANITATION	112.25
10	00078489	C	08/20/2024	10320	VERIZON WIRELESS	1,043.46
10	00078490	C	08/20/2024	230048	WALMART CAPITAL ONE - BUS	29.92
10	00078491	C	08/20/2024	230051	WALMART CAPITAL ONE - MIG	191.22
10	00078492	C	08/20/2024	15784	ZSPACE	4,927.00
10	00078493	A	08/20/2024	13897	ADILENE PEREZ	1,111.53
10	00078494	A	08/20/2024	14494	ALEXUS HITZ	112.56
10	00078495	A	08/20/2024	120155	AMY J SLAMA	438.27
10	00078496	A	08/20/2024	10030	ANA KAREN GARCIA MEDINA	391.28
10	00078497	A	08/20/2024	1082	ANGEL D MAYBERRY	377.88
10	00078498	A	08/20/2024	13528	CARA NEESEN	152.76
10	00078499	A	08/20/2024	5967	CASSANDRA RUTH	29.48
10	00078500	A	08/20/2024	9512	CASSIE KRINGS	28.17
10	00078501	A	08/20/2024	70017	CYNTHIA ALARCON	312.22
10	00078502	A	08/20/2024	180474	DARLENE RODRIGUEZ	532.65
10	00078503	A	08/20/2024	14001	DEVON GRONENTHAL	212.39
10	00078504	A	08/20/2024	14060	DYLAN SOUTHARD	530.64
10	00078505	A	08/20/2024	7560	ESI HOSTED SERVICES	176.12
10	00078506	A	08/20/2024	15806	JEREMIAH SALYARD	62.31

Check Register Summary

Batch Year: 24 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00078507	A	08/20/2024	11932	JOSH ARIAS	1,280.37
10	00078508	A	08/20/2024	11983	KENDRA GUSTAFSON	150.32
10	00078509	A	08/20/2024	15695	KRIS ELM SHAEUSER	159.59
10	00078510	A	08/20/2024	13480	LETISHIA KLEINSCHMIT	42.88
10	00078511	A	08/20/2024	15601	MARCI HAIGHT	25.00
10	00078512	A	08/20/2024	2267	MARCIA OSTMEYER	262.64
10	00078513	A	08/20/2024	11797	MARIA RODRIGUEZ	1,983.87
10	00078514	A	08/20/2024	14699	MARIAH HUNKE	88.44
10	00078515	A	08/20/2024	4650	MELINDA VELECELA	259.29
10	00078516	A	08/20/2024	8788	NATHALIE VARGAS	462.30
10	00078517	A	08/20/2024	10740	SHELLI EICKMEIER	22.78
10	00078518	A	08/20/2024	12165	STEPHANIE FOREMAN	50.00
10	00078519	A	08/20/2024	13447	SUSAN OLMER	161.60
10	00078520	A	08/20/2024	11436	TAMRA CLAY	178.22
10	00078521	A	08/20/2024	13536	TERI OPFER	56.95
10	00078522	A	08/20/2024	70018	VANESSA GASCON-GUARCAS	63.36
10	00078523	A	08/20/2024	10545	YARIBEY RODRIGUEZ	647.89

Total Bank: 10 \$1,105,113.42

Total Computer Checks:	\$1,094,749.66
Total Manual Checks:	\$0.00
Total ACH Checks:	\$10,363.76
Total Other Checks:	\$0.00
Total Electronic Checks:	\$0.00
Total Computer Voids:	\$0.00
Total Manual Voids:	\$0.00
Total ACH Voids:	\$0.00
Total Other Voids:	\$0.00
Total Electronic Voids:	\$0.00
Grand Total:	\$1,105,113.42
Number of Checks:	141

Batch Year	Batch	Amount
24	000310	204,271.56
24	000324	28,432.09
24	000325	143,131.29
24	000328	729,278.48

Article IV, Section 5, C Weapons

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

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

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

Legal Reference:	§69-2441
Date of Adoption:	February 18, 2019
Date(s) of Revision	June 25, 2020 August 17, 2020
Date(s) of Review:	August 19, 2024
Related Policy	Article III, Section 7. C: Weapons

Article IV, Section 5, D Civility

All employees shall behave with civility, fairness and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with the ESU. Uncivil behaviors are prohibited. Employees may be subject to disciplinary action up to and including termination for engaging in uncivil behaviors.

Uncivil behaviors are any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent or harassing. Such interactions are prohibited in all forms of communication, including telephone conversations, voice mail messages, face-to-face conversations, written communications, electronics/social media and email messages.

Any employee aware of another employee’s uncivil behavior shall report the conduct to the employee’s immediate supervisor or to the Administrator. There will be no retaliation against a person for making the report.

Legal Reference:	
Date of Adoption:	February 18, 2019
Date(s) of Review:	August 19, 2024

Article IV, Section 5, E Professional Boundaries Between Employees and Students

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following non-exclusive list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

- Using email, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school or ESU related activities, such as the student's homework, class activity, school sport or club, or other school or ESU sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, emailing a message about a student's grades).
- Engaging in social-networking friendships with a student on Instagram, Facebook, or other social networking site. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.
- Engaging in sexual activity, a romantic relationship or dating a student or a former student within one year of the student graduating or otherwise leaving the student's residing District.
- Making any sexual advance – verbal, written, or physical – towards a student.
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.
- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with a student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent, ESU Administrator, or school administrator unless another adult is in the vehicle.

- Taking a student on an outing without obtaining prior express permission of the student’s parent or school administrator.
- Inviting a student to the employee’s home without prior express permission of the student’s parent, ESU Administrator, and school administrators.
- Going to the student’s home when the student’s parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.
- Discussing alcohol, tobacco or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended.
- Discussing another student’s or employee’s personal matters when it is not appropriate outside of the instructional setting.
- “Grooming,” which includes building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student’s life the sexual contact or sexual penetration would take place.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of familial relationships between employees and their children who are students. A staff member seeking an exception must receive advance approval from his or her Administrator. If a staff member is unable to communicate with an Administrator in advance (such as in the event of an emergency), the staff member must notify the Administrator as soon as possible, but no later than 24 hours immediately following the event.

Any person who suspects an ESU 7 employee of engaging in any prohibited conduct under this policy, including grooming, should contact the Administrator as soon as practical.

An employee who violates this policy may face discipline, up to and including termination of employment, and may be referred to the appropriate certification or credentialing agencies for further discipline.

A violation of this policy will result in referral to the Department of Health and Human Services, law enforcement, or both.

Legal Reference:	Neb. Rev. Stat. Sec. 79-879
Date of Adoption:	February 18, 2019
Date(s) of Revision:	October 20, 2020 June 21, 2021
Date(s) of Review:	August 19, 2024

Article IV, Section 5, F Visitors to Employees

Employees are not to have visitors while on duty other than as appropriate for the performance of their duties except on a short-term basis and only with permission of the Administrator or their supervisor. Included in the definition of visitors are family members of the employee. Employees are responsible for ensuring that their visitors follow posted procedures for being on ESU or school property. Employees are not to bring their children to work with them in lieu of taking them to childcare, without approval from the ESU Administrator or Supervisor.

Legal Reference:	
Date of Adoption:	February 18, 2019
Date(s) of Review:	August 19, 2024

Article IV, Section 5, G Other Employment

Employees shall not perform duties unrelated to their employment duties during their regularly assigned schedule. In addition, employees shall not engage in employment which conflicts with their duties for the ESU.

Educational Service Unit 7 employees are expected to devote their time, skill, labor, and attention to ESU during the term of their employment; however, upon occasion they may undertake consultative work, speaking engagements, writing, lecturing, and other professional duties, provided they first obtain the written approval of the Administrator before engaging in these activities to ensure that no conflict of interest exists.

Outside Employment:

Employees of Unit 7 shall not engage in outside employment, conduct private business, or engage in activities that interfere with, or serve to be detrimental to, the faithful discharge of their duties and responsibility to ESU 7. Employees of ESU 7 shall not enter into contracts or agreements (whether written or oral) with school districts, parents, or students pre-kindergarten through grade 12 enrolled in ESU 7 school districts, or any private entity (including a sole proprietorship) that directly serves or conducts business that provides, markets, sells, or offers any education-related services or products to any school district, parent, or student pre-kindergarten through grade 12 enrolled in ESU 7 school districts. Employees of ESU 7 shall not use employment with ESU 7 to their advantage or for personal profit by providing services, which compete with services provided by ESU 7 during the course of their employment with ESU 7. Any request of an ESU 7 employee to provide a cross referral for non-education related services will be directed to their supervisor.

Employees are to notify the ESU 7 Administrator of outside employment within five calendar days of accepting outside employment to the extent such is required for the ESU to comply with Nebraska School Employees Retirement System Act or other laws, or Board policy.

Legal Reference:	
Date of Adoption:	February 18, 2019
Date(s) of Revision:	May 20, 2024
Date(s) of Review:	August 19, 2024

#	Item		Serial Number
		300017	
0	Computer	120283	C02LG2VMF6T6
0	Computer		C02MP6NZF6T6
0	Computer	120307	C02SC2DHFVH8
0	Computer	50045	C02LWFTWFH00
0	Computer	180017	C02MP7R3F6T6
1	Computer	120330	C02RJK0PFVH3
0	iPhone	100121	C39Q45DXG5QM
0	iPhone	120454	C39Q44BEG5QM
	Chrome Book	300061	JWMVJ42
0	Computer	120310	F5KT5006F9VN
0	Tablet PC	100101	3347CTOMP2ZC2P
5	TV	70004	805MXBP3F965
0	Tablet PC	100097	3347CTOMP2ZC2M
0	Tablet PC	100098	3347CTOMP2ZC2Y
0	Tablet PC	100099	3347CTOMP2ZC2L
0	iPhone	100184	FFMX53WFJC6C
2	iPad 2	120292	
1	iPad 3	150205	DQTFGK3VDFJ3
0	iPhone		FK1PJ3CFG5QM
6	Mac Mini		030C07FLOGPDD6L
0	TV	70131	Q86P3CAMA03566
1	ipad	120248	DYTJ4WRDDJ8T
5	iPad		DQTFGK3VDFJ3
2	iPad 2		DKVH41FPDFHW
2	iPad 2	120258	DLXG98HCDFJ0
2	iPad 2		DN6G5MRUDFJ0
2	iPad 2	190058	DN6FXC97DFHW
1	iPad 3	120249	DYTJ6431DJ8R
1	iPad 3	120250	DMPJ50QMDNQV
1	iPad 3	120251	DYTJ4WGADJ8T
1	iPad 3	120247	DYVJ40U7DJ8T
1	iPad 3	150204	DMRHT95PDJ8T
1	iPad 3	150206	DMQHT84ADJ8T
1	iPad 3	170002	DMRHT1YMDJ8T
1	iPad Mini	120234	F4KJNC3CF193
0	iPhone	120453	F2LNT6R1G5QM
1	iPad 3	150208	DMQHT0SVDJ8T
1	iPad 3	150209	DMRHTBxFDJ8T
1	iPad 3	180014	DMQHT87HDJ8T
1	iPad 3		DMPHVCUYDJ8T
6	iPad 3		DMQHTKYTDJ8T

	Die Cutting System	30001	2116
	Die Cutting System	30003	PS102771
	Die Cutting System	30004	
	Die Cutting System	30005	
	Die Cut	30049	
	Die Cut	30050	
0	JetPack	100061	
1	Carriage PCA for Poster Printer		
5	Computer	40000	74J1S61
1	Power Supply		
1	Printer	20275	CN58J6K014
0	iPad		DMPLPD01FK11
0	Computer	210030	C1MWH3QXJ1WL
	Patch Panel	120003	
2	Server		F5KQN0WHF9VN
0	iPad	120319	F6QV90F5H1M9
5	Printer	100009	SCN834181JG
5	Printer	100010	SCN834181JG
5	Printer	100011	SCN834181JG
5	Printer	100012	SCN834181JG
0	ipad	ATP0428	DMPND3Z0FK12
0	ipad	180021	DMPRPCL8G5VW
4	iPad 2		DMQFW3FHDFHW
0	ipad	180023	DMPPF3HBFK11
0	Cell Phone	120322	FK1XP3B0KXKN
0	Cell Phone	120323	FK1XTDBRKXKV
0	Cell Phone	120451	DNPYKH1WKXKN
0	Computer	210027	C02PK0U5G3QN
	ADOS	442	
0	Backup Storage	120357	WUBP27310827
2	Backup Storage	120358	WUBf27170209
0	Backup Storage	120359	WUBF26060072
2	Backup Storage		
0	Backup Storage	120360	WUBP27420503
0	Backup Storage	120366	WUBP27420548
	Cell Phone	459	A000000D 4A92EA
4	Computer	441	W89431RZ7XK
1	Computer		H02040GXHPW
1	External DVD Burner	200005	C02HN6U3F4GW
3	iPod Touch	532	9C014N256K2
0	Computer	120271	C02LG0M4FFRR
0	Computer	20268	C02LG353F6T5
0	iPad Air	ATP0346	DMPM4A8CFK13

0	Computer	120299	C02P2255G3QT
0	Server		C07L70A2DY3J
1	Mac Mini	120263	C07J50GRDKDJ
2	iPad	AtP0001	DLXFH5J1DFHW
2	Copier	40303	7500527900
15	Binder	40038	KE07785
1	Computer	100168	5CD6292SMS
1	Docking Station	100167	5CG634XQW7
0	JetPack	120315	

Date	Description
8/15/24	Mac Pro (Late 2013)
7/25/24	MacBook Air (13-inch, Mid 2013)
7/25/24	MacBook Air (13-inch, Mid 2013)
7/25/24	MacBook Pro (Retina, 13-inch, Early 2015)
7/25/24	MacBook Pro (Retina, 13-inch, Late 2013)
7/25/24	MacBook Air (13-inch, Mid 2013)
7/25/24	MacBook Pro (Retina, 13-inch, Early 2015)
6/27/24	iPhone 6 Plus , 128GB
6/27/24	iPhone 6 Plus , 128GB
6/27/24	Dell Chromebook 11 (3120)
6/27/24	Mac Pro (Late 2013)
6/27/24	ThinkPad S230u
6/27/24	
6/27/24	ThinkPad S230u
6/27/24	ThinkPad S230u
6/27/24	ThinkPad S230u
6/27/24	iPhone 8 64G Space Gray
6/27/24	iPad 2, 64GB, Wi-Fi and 3G
6/27/24	iPad 3rd Gen 16 GB
6/27/24	iPhone 6 Plus
6/27/24	Mac Mini (Mid 2010)
5/8/24	QN82Q60R
4/26/24	iPad 3rd Gen 16 GB
4/26/24	iPad 2 - 64GB WiFi w/ 3G
4/26/24	iPad 16GB
4/26/24	iPad 2, 64GB, Wi-Fi only
4/26/24	iPad 2, 64GB, Wi-Fi only
4/26/24	iPad 16GB
4/26/24	iPad 3rd Gen 32 GB Wi-Fi
4/26/24	iPad 3rd Gen 64 GB Wi-Fi + Cellular
4/26/24	iPad 3rd Gen 16 GB
4/26/24	iPad 3rd Gen 16 GB
4/26/24	iPad 3rd Gen 16 GB
4/26/24	iPad 3rd Gen 16 GB
4/26/24	iPad 3rd Gen 16 GB
4/26/24	iPad 3rd Gen 16 GB
4/26/24	iPad Mini 16GB Wi-Fi
4/26/24	iPhone 6 Plus , 128GB
4/25/24	iPad 3rd Gen 16 GB
4/25/24	iPad 3rd Gen 16 GB
4/25/24	iPad 3rd Gen 16 GB
4/25/24	iPad 3rd Gen 16 GB
4/25/24	iPad 3rd Gen 16 GB

4/19/24	XL
4/19/24	Prestige Space Saver
4/19/24	Prestige Space Saver
4/19/24	Prestige Space Saver
4/19/24	Qty. 48
4/19/24	Qty. 401
4/16/24	
4/9/24	
4/9/24	OptiPlex
4/9/24	Power Supply Assembly
4/9/24	Design Jet Poster Printer
3/27/24	iPad Air, Wifi 32GB
3/21/24	MacBook Air (13-inch, 2017)
3/21/24	24-Port
3/20/24	Mac Pro (Late 2013)
3/8/24	iPad Pro 9.7-inch Wifi 32GB
3/7/24	HP
3/7/24	HP
3/7/24	HP
3/7/24	HP
2/28/24	iPad Air, Wifi 32GB
2/28/24	iPad Air, Wifi 64GB
2/28/24	iPad 2, 16 GB, Wi-Fi only
2/27/24	iPad Air, Wifi 32GB
2/1/24	iPhone XR 64G
2/1/24	iPhone XR 64G
2/1/24	iPhone XR 64G
1/5/24	MacBook Pro (Retina, 15 Late 2014)
12/4/23	ADOS Kit
12/4/23	My Cloud 32TB Expert Series 4-Bay Network Attached Storage
12/4/23	My Cloud Expert Series 4-Bay Network Attached Storage
12/4/23	My Cloud Expert Series 4-Bay Network Attached Storage
12/4/23	My Cloud Expert Series 4-Bay Network Attached Storage
12/4/23	My Cloud 32TB Expert Series 4-Bay Network Attached Storage
12/4/23	My Cloud 32TB Expert Series 4-Bay Network Attached Storage
12/4/23	
12/4/23	MacBook Pro 15,Äù (Mid 2009)
12/4/23	Mac Pro Server (Mid 2010)
12/4/23	USB SuperDrive
12/4/23	32GB
11/9/23	MacBook Pro (Retina, 13 Early 2013)
11/9/23	MacBook Air (13-inch, Mid 2013)
11/9/23	Apple iPad Air - 128GB

11/9/23	MacBook Pro (Retina, 13 Mid 2014)
11/9/23	Mac Mini Server (Late 2012)
11/9/23	Mac Mini Server (Mid 2011)
11/9/23	iPad 2nd gen
10/24/23	
9/27/23	Electric Binder
8/17/23	HP EliteBook Pro Folio 1040 G3
8/17/23	HP 2013 Ultra Slim Dock
8/17/23	Mifi 7730L



Nebraska Rural Community Schools Association
440 S.13th St, Ste B
Lincoln, NE 68508

Invoice #:	Mem 065
Date:	7/1/2024

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

For: NRCSA Membership Dues

Description	Amount
<i>2024-25 NRCSA Membership Dues</i>	<i>\$850.00</i>
Invoice Total	<i>\$850.00</i>

Make all checks payable to **NRCSA**

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



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 012084

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the 31 day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of **225** days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Professional Development Coordinator**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$91,784.50** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$7,648.71** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **October** and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow

Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

✓ Completed

1

Signed by Amy Richards on 06/11/2024 at 08:36 AM
Signature: Amy Richards

✓ Completed

2

Approved by Larianne Polk on 06/14/2024 at 09:55 AM

Amy Richards

Completed: 6/14/2024 9:55:02 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 012092

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the 31 day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of **225** days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Professional Development Coordinator**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$94,915.00** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$7,909.58** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **October** and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow



Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

- | | | |
|---|---|---|
|  Completed | 1 | Signed by Brandy Thompson on 06/10/2024 at 08:38 AM
Signature: Brandy Thompson |
|  Completed | 2 | Approved by Larianne Polk on 06/14/2024 at 09:55 AM |

Brandy Thompson
Completed: 6/14/2024 9:55:25 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 010391

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the 31 day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 225 days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Professional Development Coordinator**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$107,076.92** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$8,923.08** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **September** and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow



Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

- | | | |
|---|---|---|
|  Completed | 1 | Signed by Brooke Kavan on 06/07/2024 at 09:48 AM
Signature: Brooke Kavan |
|  Completed | 2 | Approved by Larianne Polk on 06/07/2024 at 11:20 AM |

Brooke Kavan
Completed: 6/7/2024 11:20:08 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 000507

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the **31** day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of **225** days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Professional Development Coordinator**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$105,828.63** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$8,819.05** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **September** and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow



Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

- | | | |
|---|---|--|
|  Completed | 1 | Signed by Brooke Koliha on 06/12/2024 at 03:08 PM
Signature: Brooke M. Koliha |
|  Completed | 2 | Approved by Larianne Polk on 06/14/2024 at 09:54 AM |

Brooke Koliha
Completed: 6/14/2024 9:54:37 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 000485

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the 31 day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 245 days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Grant Coordinator**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$104,838.54** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$8,736.55** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **September** and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow

Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

✓ Completed

1

Signed by Cynthia Alarcon on 06/14/2024 at 11:09 AM
Signature: Cynthia Alarcon

✓ Completed

2

Approved by Larianne Polk on 06/14/2024 at 11:10 AM

Cynthia Alarcon

Completed: 6/14/2024 11:10:40 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 005134

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the 31 day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 245 days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Network Operations Director**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$144,443.27** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$12,036.94** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **September** and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow



Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

- | | | |
|---|---|--|
|  Completed | 1 | Signed by Daniel Ellsworth on 06/07/2024 at 08:37 AM
Signature: Dan Ellsworth |
|  Completed | 2 | Approved by Larianne Polk on 06/07/2024 at 11:20 AM |

Daniel Ellsworth
Completed: 6/7/2024 11:20:21 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 012068

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the **31** day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of **225** days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Professional Development Coordinator**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$99,132.50** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$8,261.04** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **October** and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow



Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

- | | | |
|---|---|--|
|  Completed | 1 | Signed by Ernie Valentine on 06/07/2024 at 08:48 AM
Signature: Ernie Valentine |
|  Completed | 2 | Approved by Larianne Polk on 06/07/2024 at 11:20 AM |

Ernie Valentine
Completed: 6/7/2024 11:20:45 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 005002

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the 31 day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of **225** days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Professional Development Coordinator**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$102,648.60** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$8,554.05** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **September** and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow



Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

- | | | |
|---|---|---|
|  Completed | 1 | Signed by Kendra Gustafson on 06/07/2024 at 09:32 AM
Signature: Kendra Gustafson |
|  Completed | 2 | Approved by Larianne Polk on 06/07/2024 at 11:20 AM |

Kendra Gustafson
Completed: 6/7/2024 11:20:38 AM



CERTIFICATED PROFESSIONAL CONTRACT

Employee ID: 009636

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

WITNESSETH: That ESU 7 hereby agrees to employ the above named Party in the assignment of **Professional Development Director**, subject to the following terms and conditions:

1. **Term of Employment:** This agreement shall commence on the 1 day of **September, 2024** and may be terminated pursuant to Section 7 of this agreement. This term shall consist of **245** days of service in any given fiscal year, which are inclusive of vacation and exclusive of holidays.
2. **Compensation:** The Party shall be paid a yearly salary of **\$146,786.47** paid in **12** monthly payments of **\$12,232.21**. The first salary installment shall be payable on the 20th day of **September** and on the 20th day of each month thereafter.
3. **Fringe Benefits:** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
4. **Professional Status:** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU 7. The party further agrees that the certificate is or will be properly registered with ESU 7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU 7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.
5. **Policies, Rules and Regulations:** The Party agrees to be governed by the policies of the Board of ESU 7, the rules and regulations of ESU 7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU 7

and rules and regulations of the ESU 7 may be changed at any time, with or without notice to the Party.

6. **Duties:** The duties of the Party shall be as prescribed for the position and assignment, which duties shall be performed in accordance with standards, goals, and policies established by the Board of ESU 7 and the ESU 7 Administrator. The Party agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.
7. **Termination of Employment:** Should the party violate any of the terms of this contract, or in the performance of his/her assigned duties fail satisfactorily to perform, the Board of ESU 7 may upon a finding of just cause, all as set forth hereafter, terminate this contract. Prior to any final decision to terminate this contract prior to the completion of the contract period, the ESU Administrator shall notify the party in writing of any conditions of unsatisfactory performance which the ESU Administrator considers may be just cause to terminate this contract prior to the end of the contract period. The Party will be provided the due process rights provided to them by policy and statute.
8. **Disability:** Should the Party be unable to perform the essential functions of the position by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than two (2) months; or if such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may, in its discretion, terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate.
9. **Deductions:** This contract shall conform to the federal and state regulations governing deductions from the compensation stated herein with reference to withholding tax, social security, and teacher's retirement. Other deductions may be withheld as agreed to by the parties of this contract.
10. **Private Automobiles:** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7 or as otherwise provided for the in the Negotiated Master Agreement.
11. **Entirety of Agreement and Amendments:** The Party certifies that he or she has read the foregoing Certificated Special Education Contract, fully understands its terms and conditions and agrees that the foregoing Certificated Special Education Contract constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Certificated Special Education Contract shall be subject to modification only by a written instrument signed by the Party and the ESU 7 Administrator.
12. **Amendments to be in Writing:** This contract may be modified or amended only by a written document duly authorized and executed by the ESU 7 Administrator and the Board.
13. **Applicable Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding until the necessary board signatures are obtained.

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

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow



Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

- | | | |
|---|---|--|
|  Completed | 1 | Signed by Marcia Ostmeyer on 06/10/2024 at 07:48 AM
Signature: Marcia Ostmeyer |
|  Completed | 2 | Approved by Larianne Polk on 06/14/2024 at 09:55 AM |

Marcia Ostmeyer

Completed: 6/14/2024 9:55:31 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 009563

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the **31** day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of **225** days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Professional Development Coordinator**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$105,818.97** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$8,818.25** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **September** and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow



Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

- | | | |
|---|---|---|
|  Completed | 1 | Signed by Mark Brady on 06/10/2024 at 07:23 AM
Signature: Mark Brady |
|  Completed | 2 | Approved by Larianne Polk on 06/14/2024 at 09:54 AM |

Mark Brady
Completed: 6/14/2024 9:54:30 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 000450

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the 31 day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of **225** days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Migrant Education Program Education Liaison**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$80,696.44** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$6,724.70** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **October** and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow



Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

- | | | |
|---|---|---|
|  Completed | 1 | Signed by Martha Gascon-Guarcas on 06/10/2024 at 02:17 PM
Signature: Martha V. Gascón-Guarcas |
|  Completed | 2 | Approved by Larianne Polk on 06/14/2024 at 09:54 AM |

Martha Gascon-Guarcas
Completed: 6/14/2024 9:54:25 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 008664

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the 31 day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of **225** days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Professional Development Coordinator**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$113,530.29** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$9,460.86** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **September** and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow



Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

- | | | |
|---|---|--|
|  Completed | 1 | Signed by Otis Pierce on 06/10/2024 at 07:55 PM
Signature: Otis Pierce |
|  Completed | 2 | Approved by Larianne Polk on 06/14/2024 at 09:54 AM |

Otis Pierce
Completed: 6/14/2024 9:54:46 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 011509

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the 31 day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 245 days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Information Technology Specialist**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$86,533.99** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$7,211.17** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **September** and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow



Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

- | | | |
|---|---|--|
|  Completed | 1 | Signed by Richard Stuart on 06/07/2024 at 08:35 AM
Signature: Richard Stuart |
|  Completed | 2 | Approved by Larianne Polk on 06/07/2024 at 11:20 AM |

Richard Stuart
Completed: 6/7/2024 11:20:29 AM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 011550

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the 31 day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of **200** days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **ASD Behavior Specialist**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$80,192.65** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$6,682.72** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **September** and on the 20th day of each month thereafter.

6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding

until the necessary board signatures are obtained.

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow



Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

- | | | |
|---|---|--|
|  Completed | 1 | Signed by Stephanie Foreman on 06/07/2024 at 08:24 PM
Signature: Stephanie Johnson Foreman |
|  Completed | 2 | Approved by Larianne Polk on 06/08/2024 at 08:31 PM |

Stephanie Foreman
Completed: 6/8/2024 8:31:11 PM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 009520

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

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

1. **Term of Employment.** This contract shall commence on the 1 day of **September, 2024**. This contract shall terminate on the 31 day of **August, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of **245** days of service in any given fiscal year, which is exclusive of holidays.
2. **At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Network & Computer Systems Engineer**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
3. **Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
4. **Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
5. **Compensation.** The Employee shall be paid an annual salary of **\$105,748.92** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$8,812.41** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **September** and on the 20th day of each month thereafter.
6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and

- regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
 9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
 10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
 11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
 12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
 13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
 14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
 15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding until the necessary board signatures are obtained.

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

Workflow

Attached Workflow

Contracts

Current Status

Approved

Workflow Steps

✓ Completed

1

Signed by Travis Kassing on 07/19/2024 at 08:24 AM
Signature: Travis Kassing

✓ Completed

2

Approved by Kris Elmshaeuser on 07/22/2024 at 04:37 PM

Travis Kassing

Completed: 7/22/2024 4:37:57 PM



2018 Approved
2024 Reviewed

CHIEF ADMINISTRATOR
JOB DESCRIPTION

JOB CLASSIFICATION: Professional, Certificated

QUALIFICATIONS:

Educational Level: Education Specialist required. Doctoral degree desired.

Certification or Licensure: Standard administrative certificate (79-1219). Nebraska Professional Administrative Certificate with a superintendent endorsement (Chapter 84:005.01)

Experience Desired: Five years of Administrative experience in a school district or educational service unit; eight years desired

Employee Characteristics: Cooperation
Attention to Detail
Dependability
Integrity
Concern for Others
Self-Control
Stress Tolerance
Adaptability/Flexibility
Independence
Initiative
Collaboration
Confidentiality

DEPARTMENT: Administration

REPORTS TO: ESU 7 Board of Education

REQUIRED RESPONSIBILITIES AND JOB TASKS:

1. Attends, participates in all meetings of the Board and its committees, except when own employment or salary is under consideration.
2. Serves as ex officio member of all Board committees and assigns administrative personnel to support committee activities when necessary.

3. Advises the Board on the need for new or revised policies and ensures through delegation to staff that all policies of the Board are implemented.
4. Prepares and submits to the Board recommendations relative to all matters requiring Board action, placing before the Board such necessary and helpful facts, information, and reports as are needed to ensure the making of informed decisions.
5. Acts on own discretion if emergency action is necessary in any matter not covered by Board policy, reports such action to the Board as soon as practicable, and recommends policy in order to provide guidance in the future.
6. Supervises the implementation of all laws, regulations, and Board policies.
7. Establishes procedures to ensure all administrative decisions necessary to the proper function of ESU 7 are made.
8. Delegates at own discretion to other employees the exercise of any powers or the discharge of any duties with the knowledge that the delegation of power or duty does not relieve the administrator of final responsibility for the action taken under such delegation.
9. Communicates directly or through delegation all actions of the Board relating to personnel matters to all employees and receives from employees communications to be made to the Board.
10. Directs staff negotiations with professional/certificated and classified personnel.
11. Secures and nominates for employment the best-qualified and most competent persons for positions, as may be necessary within the limits of budgetary provisions.
12. Assigns and transfers employees as the interest of ESU 7 may dictate and reports such action to the Board for information and record.
13. Takes appropriate disciplinary actions with employees and reports, as necessary, to the Board.
14. Recommends to the Board for final action the promotion, salary changes, demotion, or dismissal of any employee.
15. Submits to the Board explanation of any proposed procedure that would involve either departure from established policy or the expenditure of substantial sums.
16. Directs the preparation of the annual budget for adoption by the Board and administers the budget as enacted by the Board, acting at all times in accordance with legal requirements and adopted Board policies.
17. Establishes and maintains efficient procedures and effective controls for all expenditures of funds in accordance with the adopted budget including procedures for the purchase of supplies, etc.
18. Provides suitable instructions and regulations for staff to govern the use and care of ESU properties.
19. Recommends to the Board sales of all property no longer required by the Board and delegates the proper execution of such sales through staff and legal advisors.
20. Maintains directly or through delegation such personnel records, business records, and other records that are required by law and by Board policy.
21. Provides leadership in areas of facility maintenance, renovation and replacement projects.
22. Ensures all reports required by statute or regulation are filed.
23. Assures the accreditation standards set by the Department of Education are met.
24. Oversees the financial transactions of all funds.
25. Evaluates leadership team coordinators/directors.
26. Represents or delegates a representative for ESU 7 in its dealing with other ESUs, institutions, agencies, and community organizations.
27. Attends such conventions and conferences as are necessary to keep abreast of latest educational trends.

28. Consults with local administrators to determine supplementary educational needs of the schools and recommends methods for meeting those needs.
29. Performs such other tasks as may, from time to time, be assigned by the Board.

TECHNOLOGY EXPECTATIONS:

1. Basic computer skills
2. Word processing (Microsoft Office)
3. Desktop conferencing
4. FileMaker Pro
5. Calendaring system
6. Google Drive
7. Email applications
8. Able to post on ESU 7 Social Media resources
9. Messages
10. Accountability software
11. Internet Browsers
12. Internet search engines
13. Electronic and print copyright
14. Adobe Pro
15. Tablet use
16. Apple TV/Airplay
17. Projection equipment
18. Accounting and HR system
19. Data Visualization software
20. Video conferencing software
21. Learning Management System

REQUIRED SKILLS AND ABILITIES:

1. Education and Training — Knowledge of principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training effects.
2. Administration and Management — Knowledge of business and management principles involved in strategic planning, resource allocation, human resources modeling, leadership technique, production methods, and coordination of people and resources.
3. English Language — Knowledge of the structure and content of the English language including the meaning and spelling of words, rules of composition, and grammar.
4. Personnel and Human Resources — Knowledge of principles and procedures for personnel recruitment, selection, training, compensation and benefits, labor relations and negotiation, and personnel information systems.
5. Communications and Media — Knowledge of media production, communication, and dissemination techniques and methods. This includes alternative ways to inform and entertain via written, oral, and visual media.
6. Economics and Accounting — Knowledge of economic and accounting principles and practices, the financial markets, banking and the analysis and reporting of financial data.
7. Psychology — Knowledge of human behavior and performance; individual differences in ability, personality, and interests; learning and motivation; psychological research methods; and the assessment and treatment of behavioral and affective disorders.
8. Coordination — Adjusting actions in relation to others' actions.

9. Speaking — Talking to others to convey information effectively.
10. Reading Comprehension — Understanding written sentences and paragraphs in work related documents.
11. Writing — Communicating effectively in writing as appropriate for the needs of the audience.
12. Social Perceptiveness — Being aware of others' reactions and understanding why they react as they do.
13. Critical Thinking — Using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
14. Judgment and Decision Making — Considering the relative costs and benefits of potential actions to choose the most appropriate one.
15. Active Listening — Giving full attention to what other people are saying, taking time to understand the points being made, asking questions as appropriate, and not interrupting at inappropriate times.
16. Management of Personnel Resources — Motivating, developing, and directing people as they work, identifying the best people for the job.
17. Systems Evaluation — Identifying measures or indicators of system performance and the actions needed to improve or correct performance, relative to the goals of the system.

ESSENTIAL FUNCTIONS:

The essential functions of the Chief Administrator’s position include (1) regular, dependable attendance on the job; (2) the ability to perform the identified tasks and to possess and utilize the identified knowledge, skills, and abilities and to perform the identified work activities; and, (3) the ability to perform the following identified physical requirements:

PHYSICAL REQUIREMENTS				
	Never 0%	Occasional 1-32%	Frequent 33-66%	Constant 67+%
Standing		X		
Walking			X	
Sitting			X	
Bending/Stooping		X		
Reaching/Pushing/Pulling		X		
Manual Dexterity Activities			X	
Climbing Stairs		X		
Driving			X	
Lifting 50 Pounds		X		
Carrying 20 Feet			X	

WORKING CONDITIONS:

1. Inside offices and throughout the ESU 7 campus and district buildings.

It is the policy of ESU 7 to not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, gender identity or sexual orientation, or other protected status in its educational programs, admission policies, employment policies or other administered programs. Persons requiring accommodations to apply and/or be considered for positions are asked to make their request to the Chief Administrator.

June '24 Treasurer Report

Beginning Balance JUNE 1, 2024				\$80,367.33		
RECEIPTS						
Property taxes			\$268,918.41			
SPED			\$625,956.21			
General/Flow Through			\$137,409.59			
Grants			\$40,041.91			
TOTAL RECEIPTS			\$1,072,326.12	\$1,072,326.12		
				\$1,152,693.45		
Transfer to Money Market				\$190,000.00	+	
Total Funds Available				\$1,342,693.45		
DISBURSEMENTS:						
General Fund			\$510,298.77			
SPED			\$419,365.17			
Grants			\$344,775.68			
Total DISBURSEMENTS Check #77098 thru #78241			\$1,274,439.62	\$1,274,439.62	-	
Ending balance, JUNE 30, 2024				\$68,253.83		

Checking balance						\$68,253.83
Money Market Deposit Account at First National Bank						\$5,720,000.00
Money Market Deposit Account at First National Bank						\$100,000.00
Money Market Deposit Account at Bank of Clarks						\$100,000.00
Money Market Deposit Account at Columbus Bank & Trust						\$100,000.00
Certificate of Deposit - Great Western Bank						\$200,000.00
Certificate of Deposit - First National Bank-Columbus						\$100,000.00
Certificate of Deposit - First National Bank-Columbus						\$1,000,000.00
TOTAL CASH ON HAND (includes cash reserve)						\$7,388,253.83
CASH RESERVE	\$1,487,587.48					
Funds that are due to ESU 7						
Grants						(\$946,487.58)
Production/Art Media Accounts Receivable						(\$10,580.95)
Network Support Accounts Receivable						(\$680.62)
Misc. Flow thru Accounts Receivable						(\$22,366.02)
Outstanding Receivables						(\$33,627.59)
Total due to ESU 7						(\$980,115.17)

	2022-23	2023-24	2022-23	2023-24		
	Dollars Spent Per Month	Dollars Spent Per Month	Percentage spent each month	Percentage spent each month		
September	\$266,632.91	\$299,871.57	9.70%	10.08%	Total Budget	\$16,223,814.63
October	\$186,072.92	\$176,049.06	6.77%	5.92%	30% of budget	\$4,867,144.39
November	\$143,630.26	\$127,254.21	5.22%	4.28%	Earmarked set aside	\$8,586,908.00
December	\$192,654.08	\$207,245.41	7.01%	6.97%	Total budget spent to date	\$9,584,777.58
January	\$197,852.07	\$204,916.22	7.19%	6.89%		
February	\$221,903.94	\$177,900.54	8.07%	5.98%	NOTES	
March	\$187,887.87	\$202,230.23	6.83%	6.80%		
April	\$208,157.75	\$194,760.45	7.57%	6.55%		
May	\$199,048.99	\$203,966.51	7.24%	6.86%		
June	\$200,189.85	\$216,733.54	7.28%	7.28%		
July	\$158,470.03		5.76%	0.00%		
August	\$262,542.38		9.55%	0.00%		
Approved Total General Budget for Levy \$			\$2,750,201.46	\$2,975,174.95		
Total Spent to date			\$2,425,043.05	\$2,010,927.74		
Dollars approved from cash reserve				\$0.00		

July '24 Treasurer Report

Beginning Balance JULY 1, 2024			\$68,253.83		
RECEIPTS					
Property taxes			\$54,320.20		
SPED			\$479,553.12		
General/Flow Through			\$231,423.61		
Grants			\$239,507.29		
TOTAL RECEIPTS			\$1,004,804.22	\$1,004,804.22	
				\$1,073,058.05	
Transfer to Money Market				\$140,000.00	+
Total Funds Available				\$1,213,058.05	
DISBURSEMENTS:					
General Fund			\$388,242.17		
SPED			\$396,497.85		
Receipts as credits			\$0.00		
Grants			\$357,001.73		
Total DISBURSEMENTS Check #78243 thru #78382			\$1,141,741.75	\$1,141,741.75	-
Ending balance, JUNE 30, 2024				\$71,316.30	

Checking balance					\$71,316.30
Money Market Deposit Account at First National Bank					\$5,580,000.00
Money Market Deposit Account at First National Bank					\$100,000.00
Money Market Deposit Account at Bank of Clarks					\$100,000.00
Money Market Deposit Account at Columbus Bank & Trust					\$100,000.00
Certificate of Deposit - Great Western Bank					\$200,000.00
Certificate of Deposit - First National Bank-Columbus					\$100,000.00
Certificate of Deposit - First National Bank-Columbus					\$1,000,000.00

TOTAL CASH ON HAND (includes cash reserve) \$7,251,316.30

CASH RESERVE \$1,487,587.48

Funds that are due to ESU 7					
Grants					(\$1,037,702.23)
Production/Art Media Accounts Receivable				(\$8,795.60)	
Network Support Accounts Receivable				(\$57,333.76)	
Misc. Flow thru Accounts Receivable				(\$36,854.54)	
Outstanding Receivables					(\$102,983.90)
Total due to ESU 7					(\$1,140,686.13)

	2022-23	2023-24	2022-23	2023-24		
	Dollars Spent Per Month	Dollars Spent Per Month	Percentage spent each month	Percentage spent each month		
September	\$266,632.91	\$299,871.57	9.70%	10.08%	Total Budget	\$16,223,814.63
October	\$186,072.92	\$176,049.06	6.77%	5.92%	30% of budget	\$4,867,144.39
November	\$143,630.26	\$127,254.21	5.22%	4.28%	Earmarked set aside	\$8,586,908.00
December	\$192,654.08	\$207,245.41	7.01%	6.97%	Total budget spent to date	\$11,233,001.43
January	\$197,852.07	\$204,916.22	7.19%	6.89%		
February	\$221,903.94	\$177,900.54	8.07%	5.98%		
March	\$187,887.87	\$202,230.23	6.83%	6.80%		
April	\$208,157.75	\$194,760.45	7.57%	6.55%		
May	\$199,048.99	\$203,966.51	7.24%	6.86%		
June	\$200,189.85	\$216,733.54	7.28%	7.28%		
July	\$158,470.03	\$195,107.67	5.76%	6.56%		
August	\$262,542.38		9.55%	0.00%		
Approved Total General Budget for Levy \$			\$2,750,201.46	\$2,975,174.95		
Total Spent to date			\$2,425,043.05	\$2,206,035.41		
Dollars approved from cash reserve				\$0.00		

NOTES



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 003140

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

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

- 1. Term of Employment.** This contract shall commence on the 1 day of **August, 2024**. This contract shall terminate on the 31 day of **July, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of **123.95** days of service in any given fiscal year, which is exclusive of holidays.
- 2. At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Grant Coordinator**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
- 3. Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
- 4. Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
- 5. Compensation.** The Employee shall be paid an annual salary of **\$61,157.65** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$5,096.47** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **August** and on the 20th day of each month thereafter.
- 6. Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
- 7. Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and

- regulations of ESU may be changed at any time, with or without notice to the Employee.
8. **Termination of Employment.** This contract creates no property right in continued employment and may be terminated by either party, with or without cause and without a hearing, upon giving written notice. The ESU Administrator, acting upon his or her own initiative, may terminate the Employee's employment, and such termination will be effective upon the date of the issuance of the notice.
 9. **Duty to Report.** The Employee shall self-report any of the following to the ESU's Administrator within 24 hours of its occurrence or at the beginning of the next business day, whichever is earlier:
 - Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the Employee for child abuse and/or neglect;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - Any action or threat of action by any entity against the Employee's driver's license or ability or authority to operate a motor vehicle if the Employee's job duties may require the operation of a motor vehicle.
 - The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
 10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
 11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
 12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
 13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
 14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
 15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding until the necessary board signatures are obtained.

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

Workflow

Attached Workflow

Contracts

Current Status

Approved

Workflow Steps

✓ Completed

1

Signed by Amy Slama on 07/08/2024 at 07:32 PM
Signature: Amy Slama

✓ Completed

2

Approved by Kris Elmshaeuser on 07/18/2024 at 12:27 PM

Amy Slama

Completed: 7/18/2024 12:27:19 PM

CERTIFICATED SPECIAL EDUCATION CONTRACT



Office Use Only:

Degree*: MA

Hours Earned*: 45

Experience: 32

Index: 2.06

FTE: 0.33

Salary + Equity*: \$26,354.49 + \$3,767.94

*Anticipated for 2024 - 2025 school year

CERTIFICATED SPECIAL EDUCATION CONTRACT

Employee ID: 003140

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

WITNESSETH: That ESU 7 hereby agrees to employ the above named Party in the assignment of **Transition Coach** for school year **2024 - 2025**, subject to the following terms and conditions:

1. **Term of Employment:** This agreement shall commence on the **12** day of **August, 2024**. This agreement shall terminate on the **20** day of **May, 2025** or may be terminated pursuant to Section 7 of the attached contract, whichever comes first. This term shall consist of **61.05** days of service in any given fiscal year, which are exclusive of holidays.
2. **Compensation:** The Party shall be paid a yearly salary as determined by the applicable Negotiated Master Agreement, paid in **12** monthly payments. The first salary installment shall be payable on the 20th day of **September** and on the 20th day of each month thereafter.
3. **Fringe Benefits:** ESU 7 agrees to pay such part of the health and dental insurance premium of the party as may be agreed upon in negotiations between ESU 7 and bargaining organization or organizations of the party, providing said party opts to participate in such an insurance program.
4. **Professional Status:** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or

Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU 7. The party further agrees that the certificate is or will be properly registered with ESU 7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU 7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.

5. **Policies, Rules and Regulations:** The Party agrees to be governed by the policies of the Board of ESU 7, the rules and regulations of ESU 7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU 7 and rules and regulations of the ESU 7 may be changed at any time, with or without notice to the Party.
6. **Duties:** The duties of the Party shall be as prescribed for the position and assignment, which duties shall be performed in accordance with standards, goals, and policies established by the Board of ESU 7 and the ESU 7 Administrator. The Party agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.
7. **Termination of Employment:** Should the Party violate any of the terms of this contract, or in the performance of his/her assigned duties fail satisfactorily to perform, the Board of ESU 7 may upon a finding of just cause, all as set forth hereafter, terminate this contract. Prior to any final decision to terminate this contract prior to the completion of the contract period, the ESU Administrator shall notify the Party in writing of any conditions of unsatisfactory performance which the ESU Administrator considers may be just cause to terminate this contract prior to the end of the contract period. If the Party wishes a hearing, a written request shall be sent to the Secretary of the Board or the ESU Administrator within seven (7) calendar days after receipt of the written notice. Upon receipt of such notice the Board shall order the hearing to be held within thirty (30) days and shall give written notice of the time and place of the hearing to the Party. At the hearing, evidence shall be presented in support of the reasons given for considering termination of the contract and the Party shall be permitted to produce evidence relating thereto. The Board shall render a decision to terminate the contract based on the evidence produced at the hearing. As used herein the term "just cause" shall mean (a) incompetency, (b) neglect of duty, (c) unprofessional conduct, (d) insubordination, (e) immorality, (f) physical or mental incapacity, or (g) other conduct, which interferes substantially with the continued performance of his/her assigned duties. Nothing contained herein shall prevent the suspension of the Party, with pay, from his/her duties during the pendency of such proceedings. If the Party makes no request for a hearing within the seven (7) days provided herein, the Board of ESU 7 may proceed to take official action to terminate this contract.
8. **Disability:** Should the Party be unable to perform the essential functions of the position by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than two (2) months; or if such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may, in its discretion, terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Party under any insurance coverage furnished by ESU 7.
9. **Deductions:** This contract shall conform to the federal and state regulations governing deductions from the compensation stated herein with reference to withholding tax, social security, and teacher's retirement. Other deductions may be withheld as agreed to by the parties of this contract.
10. **Private Automobiles:** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7 or as otherwise provided in the Negotiated Master Agreement.
11. **Entirety of Agreement and Amendments:** The Party certifies that he or she has read the foregoing Certificated Special Education Contract, fully understands its terms and conditions and agrees that the foregoing Certificated Special Education Contract constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Certificated Special Education Contract shall be subject to modification only by a written instrument signed by the Party and the ESU 7 Administrator.

- 12. **Amendments to be in Writing:** This contract may be modified or amended only by a written document duly authorized and executed by the ESU 7 Administrator and the Board.
- 13. **Applicable Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

The Chief Administrator recommends approval of this contract to the Board for consideration. Contract will not be binding until the necessary board signatures are obtained.

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

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

Secretary, Board of ESU 7

President, Board of ESU 7

Workflow

Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

✓ Completed

1

Signed by Amy Slama on 07/08/2024 at 07:33 PM
Signature: Amy Slama

✓ Completed

2

Approved by Kris Elmshaeuser on 07/18/2024 at 12:27 PM

Amy Slama

Completed: 7/18/2024 12:27:33 PM



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM (EXEMPT)

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

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

1. Term of Employment. This contract shall commence on the 12th day of August, 2024. This contract shall terminate on the 20th day of May, 2025, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 170.60 days of service in any given fiscal year, which is exclusive of holidays.

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

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

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

5. Compensation. The Employee shall be paid a salary of \$15,000.00 for the first semester (August-December, 2024) (73.6 days/.80FTE) subject to

applicable deductions and federal and state withholding. The salary shall be paid in four (4) equal monthly payments of \$3,750.00 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

The Employee shall be paid a salary of \$31,459.04 for the second semester (January 3-May 20, 2025)(97 days) subject to applicable deductions and federal and state withholding. The salary shall be paid in eight (8) equal monthly payments of \$3,932.38 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of January and on the 20th day of each month thereafter.

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

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

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

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

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

Employee's job duties may require the operation of a motor vehicle.

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

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

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

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

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

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

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

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

Secretary, Board of ESU7

President, Board of ESU7

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

Employee



RULE 84 MEETING

Making the Work Make a Difference

JULY 2024



**Literacy & Coherence
Professional Learning
MTSS**

**Teacher recruitment & retention/certification
Cybersecurity & Statewide data collection**

**Mental Health
Legislative Advocacy
School Safety
Early Childhood**

Nebraska ESU

Coordinating Council



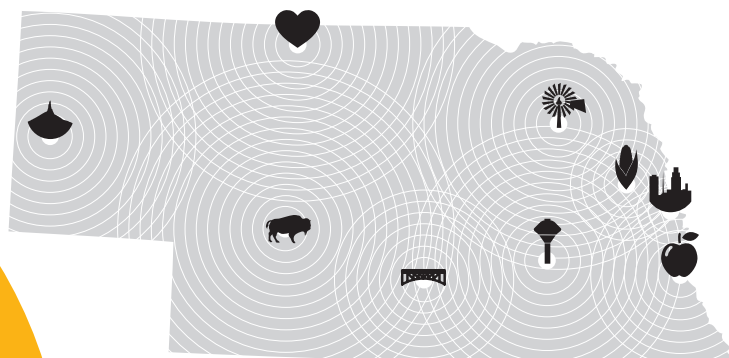
**Behavior
Intervention
Training and
Support**



**Private School
Textbook Loan**



Literacy



2024 AREA MEMBERSHIP MEETINGS

Leadership - Training - Recognition - Networking - Vision

North Platte - Gering - Valentine - Kearney - York - Norfolk - Nebraska City - Omaha - Fremont

www.NASBonline.org

2024 REGISTRATION

REGISTER NOW FOR THE MEETING NEAREST YOU

Tuesday, August 20	North Platte	Register by August 14
Wednesday, August 21	Gering	Register by August 14
Thursday, August 22	Valentine	Register by August 14
Tuesday, August 27	Kearney	Register by August 22
Wednesday, August 28	York	Register by August 22
Wednesday, September 4	Norfolk	Register by August 29
Wednesday, September 11	Nebraska City	Register by September 6
Tuesday, September 24	Omaha	Register by September 20
Wednesday, September 25	Fremont	Register by September 20

TO REGISTER

Go to www.NASBonline.org, and log in using your email and password. If you do not have an email and password to log in or have forgotten it, please contact NASB at 402-423-4951 for assistance.

Registration fees for each meeting and dinner are as follows:

NASB Member Registration	\$89
Cancellation Fee	\$25

No refunds after the deadlines.

2024 AGENDA

4:30 PM - REGISTRATION, NETWORKING & EXHIBITORS

5:00 PM - OPENING SESSION

5:15 PM - LEGISLATIVE UPDATE

5:50 PM - BREAK & EXHIBITORS

6:05 PM - TRAINING SESSIONS #1

6:35 PM - BREAK & EXHIBITORS

6:50 PM - TRAINING SESSIONS #2

7:25 PM - NETWORKING DINNER & AWARDS/RECOGNITION

15 AWARDS OF ACHIEVEMENT POINTS WILL BE EARNED FOR ATTENDING



2024 SESSION BREAKDOWN

5:00 PM - WELCOME & OPENING SESSION
JOHN SPATZ, NASB EXECUTIVE DIRECTOR AND MEMBERS OF THE NASB BOARD OF DIRECTORS

5:15 PM - LEGISLATIVE UPDATE: A TALE OF TWO SESSIONS - REGULAR AND SPECIAL
COLBY COASH, NASB ASSOCIATE EXECUTIVE DIRECTOR AND DIRECTOR OF GOVERNMENT RELATIONS
A look back at what was passed in the 2024 Legislative Session, who is campaigning towards victory in November, and the results of the Special Session!

6:05 PM - TRAINING SESSIONS 1

HOW DOES NEBRASKA COMPARE? ... Attend this session to hear about five-year trend data on Nebraska student demographics and performance. How do we rank educationally, invest in students, and financially support students compared to other states? An update on the Shortage Steering Committee will be shared.

- Shari Becker, Director of Education Leadership Search Service, and John Spatz, Executive Director

SCHOOL CLAIMS, INSURANCE TRENDS AND HIGH-RISK ACTIVITIES ... Come to this session to hear about Best Practices for schools. No one wants to read about the district, on the front page of the local newspaper, unless it's for passing a school bond or winning a state championship. Let's talk about school insurance and how we can prevent hitting the headlines.

- Megan Boldt, Associate Executive Director, Director of ALICAP/Insurance

ACCOUNTABILITY AND STAKEHOLDER ENGAGEMENT ... The research is clear. Community and parent engagement fosters goodwill, brings in new partners and resources, and will positively impact support of students, expanded learning opportunities, and facility upkeep and expansion. Does the board know what the staff, students, parents, and community are thinking, what they expect of the school district, and what they support? This session will address the importance of engaging stakeholders, managing the feedback, and how the board assures stakeholders voices have been heard.

- Marcia Herring, Director of Board Leadership

6:50 PM - TRAINING SESSIONS 2

NETWORKS OF SUPPORT: INSPIRING LOCAL LEADERSHIP ... Leadership does not have to feel lonely! Support systems are all around us to share the love of local leadership. But where do school leaders reach out to find such support? Hear from local representatives from the Nebraska Children and Families Foundation about the many programs, services, and funding they can offer districts in support of students and families!

- Caden Frank, Board Leadership Community Engagement Specialist

OPEN MEETINGS, OPTION ENROLLMENTS, AND OUCH, TITLE IX! ... The last Unicameral session made a lot of changes calling for policy revisions, but that doesn't mean the Feds can't match them with a long-dreaded Title IX update. All these and more for 2024.

- Jim Luebbe, Director of Policy Services

SUPPORT FOR BOARD AND SUPERINTENDENT LEADERSHIP SUCCESS ... Transition is not an event, but a process that is important to the success of the board and superintendent as non-incumbent board members prepare for their new role. Do you have a plan for board orientation, when is the best time to engage, and what information will be presented and discussed? This session will provide orientation materials for new members, and a checklist that outlines how the board and superintendent work collaboratively for positive outcomes for the school district.

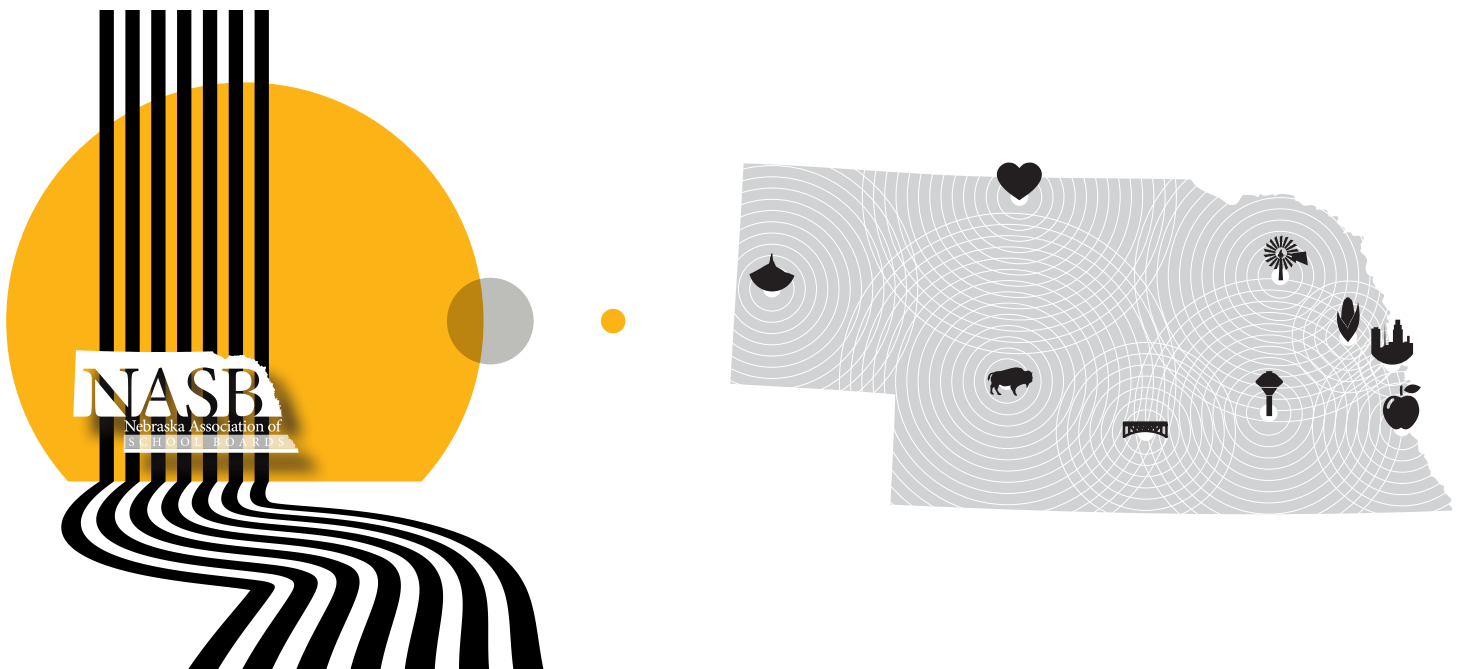
- Marcia Herring, Director of Board Leadership





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

RETURN SERVICE REQUESTED



2024 AREA MEMBERSHIP MEETINGS

Leadership - Training - Recognition - Networking - Vision

North Platte - Gering - Valentine - Kearney - York - Norfolk - Nebraska City - Omaha - Fremont



NCSA

Nebraska Council of School Administrators

- NCSA Executive Board
- Organization and Structure
- NCSA and Affiliate Awards
- Our State and National Partners
- Corporate Sponsors
- Dissertation Archive
- Employment Post (*Updated*)
- Useful Web Links
- NCSA Region Map
- Contact Us
- NCSA Team
- Legislative.NCSA.org
- Retirement Announcement



Check out the latest edition of the *NCSA Today!*

Labor Relations

Wednesday, October 2, 2024 - 12:00pm to Thursday, October 3, 2024 - 3:15pm



NASA and NASB Labor Relations Conference



October 2-3, 2024

Embassy Suites - Lincoln, NE

This annual joint event brings together School Administrators and School Board Members to provide information on negotiations, legal updates, and best practices for labor relations. Look for registration to open in late-summer 2024.

Wednesday, October 2

12:30 Registration Opens

1:00-4:00 Preconference Workshop: The ABCs of Negotiations with Perry Law Firm
The single biggest part of a school district's budget is personnel costs. Salaries and benefits alone usually represent around 90% of a district's total expenses. Therefore, it is absolutely essential that a district understand the negotiation process and legal requirements in order to ensure that these expenses are a reasonable and good use of taxpayer dollars. In this session, we will walk through the negotiation process and offer practical suggestions, including specific items to consider heading into the 2025-2026 negotiations timeline.

Thursday, October 3

7:30 Registration, Continental Breakfast, and Exhibits Open

8:30 Welcome and From Chaos to Clarity: How to be your best when things are at their worst with Marianne Renner

Today's new world is bringing more chaos and uncertainty than ever before. New challenges and constant change can take a toll on performance. How do you show up and bring your very best even during the most trying times? Get inspired and learn practical tools to help you get the best out of yourself and those around you.



In this keynote, learn to:

- Blast through roadblocks that inhibit performance
- Avoid the dangerous allure of distraction
- Overcome obstacles outside your control
- Master your self-talk in the face of uncertainty

9:30 Exhibit Break

9:45 Concurrent Session I

10:45 Exhibit Break

11:00 Concurrent Session II

12:00 Lunch

1:00 Concurrent Session III

2:00 **Exhibit Break**
2:15 **Concurrent Session IV**
3:15 **Adjourn**

Session Topics Include:

- Wages and Payment Collection
- Negotiations and Arrays
- Communication in Labor Relations
- School Retirement Plan
- EHA Health Care Member Support
- HR Hot Topics
- Legal Updates
- Workers Comp
- FLSA
- Federal Labor Case Law
- Superintendent Role in Board Relations
- And More!

Lodging Information

Embassy Suites - Lincoln

Call (402) 473-4719

Mention: Labor Relations

Rate: \$149 + tax

Rooms must be booked by September 11, 2024

Exhibit and Sponsorship Opportunities

Labor Relations is held annually for around 200 Nebraska School Superintendents and School Board Members. Participation in this event will provide an opportunity to interact with district decision-makers. Click **HERE** to download additional information and paperwork to participate.

Booth spaces will be assigned on a first-come, first-served basis with completed paperwork and payment received.

The exhibit and sponsorship cancellation deadline for this event is September 6, 2024. No refunds will be provided after this date. Please contact Brenda, brenda@ncsa.org, with any cancellation requests.



ESU 7 Goals 2024-2025: Board and Administrator

Board of Education

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

Administrator

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



SERVICE PARTICIPANTS

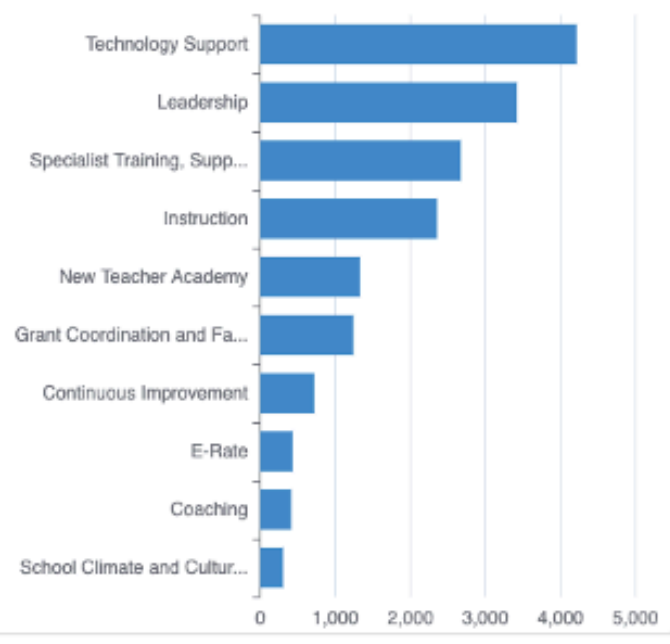


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SERVICE SUPPORT BY SERVICE

Top 10



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[My Membership](https://members.aesa.us/my-membership)

<https://associationofeducationalserviceagenciesaesa.growthzoneapp.com/a/MIC/Login>

[Perspectives Journal \(https://www.aesa.us/perspectives-journal/\)](https://www.aesa.us/perspectives-journal/)

[Contact Us \(https://www.aesa.us/meet-the-aesa-staff-consultants/\)](https://www.aesa.us/meet-the-aesa-staff-consultants/)



AESA

[\(https://www.aesa.us/\)](https://www.aesa.us/)

ASSOCIATION OF
EDUCATIONAL SERVICE AGENCIES

Annual Conference



Annual Conference Registration Now Open!

You are all champions in your work and your agencies. To continue that good work, we also know you need to stay ahead of the curve!

As AESA's premiere annual event, we bring you thought leaders from around the country and ESA professionals who are experts in their education field. We focus on how ESAs are tackling today's tough issues and what you can expect to come next.

This year's conference promises to deliver attendees engaging content on critical issues:

- Leadership Matters
- AI & Innovation
- Collaborative/Collective Impact
- Student Engagement
- ESA Board Member Governance

Register Now (<https://members.aesa.us/ap/Events/Register/7IH62ajTQHQCd>)

Registration Details

Included with your registration, receive full access to keynote speakers, general sessions, breakout sessions, receptions, exhibit hall and the following meals: Wednesday Welcome Reception; Thursday Breakfast, Lunch, Member Reception; and Friday Breakfast.

- **AESA Members:** \$890 (includes \$100 early bird discount through 10/18/24)
- **Non-Members:** \$1,220 (includes \$100 early bird discount through 10/18/24)
- **Exhibitors** receive 2 complimentary conference registrations with the purchase of an exhibit hall booth

Cancellation Policy: Cancellations made in writing before November 1 will be refunded in full, less a \$100 per person processing fee. Cancellations received on or after November 1 through November 15 will be refunded at 50%. **NO REFUNDS WILL BE PROVIDED AFTER November 15.** Cancellations may be emailed to afiene@aesas.us.

Break Out Proposals

Thank you to all that submitted breakout sessions for the 2024 Annual Conference!

Notifications will be sent out by the end of May. We couldn't hold this conference without your great ideas!



AGENDA AT A GLANCE

Wednesday, December 4

On-site Registration Opens	10 AM
Breakout Sessions Begin	1 PM
General Session, Abran Muldonado	3 PM
Exhibit Hall Opens	4:30 PM
Welcome Reception	4:30-6 PM

Thursday, December 5

On-site Registration Opens	7 AM
Continental Breakfast & Exhibit Hall Open.....	7:30 AM
Breakout Sessions Begin	8:30 AM
General Session, Mary Strain	10:30 AM
Lunch following General Session	11:50 AM
Breakout Sessions Resume	1:20 PM
Member Reception	4-5:30 PM
Live Auction Begins	4:45 PM
Foundation Board Meeting & Dinner	6-8 PM

Friday, December 6

On-site Registration Opens	7 AM
Regional Breakfasts	7:30 AM
Breakout Sessions	8:45 AM
General Session, Jason Latimer	9:45-11:30 AM



Administrator Evaluation

PURPOSE

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

PREFACE

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

RESOURCES FOR THE BOARD'S REVIEW

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

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

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



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

LEVELS DEFINED:

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



QUESTIONS ON THE ELECTRONIC EVALUATION:

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

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