

Board of Education ESU 18 Organizational Meeting

Monday, May 20, 2019, 5:30 PM

or as soon thereafter as the same may commence following the Lincoln Board of Education Meeting Lincoln Public Schools District Office 5905 O Street Lincoln, NE 68510

1. ESU 18 BOARD OF EDUCATION INFORMATION
2. CALL TO ORDER
3. ROLL CALL
4. ANNOUNCE OPEN MEETING ACT POSTING AND LOCATION
5. APPROVAL OF MINUTES
6. ELECTION OF OFFICERS
 1. Election of President
 2. Election of Vice President
 3. Reconfirm Lincoln Board of Education Secretary and Treasurer
7. ADOPTION OF ORDER OF BUSINESS
 1. Reconfirm Lincoln Board of Education Order of Business
8. APPOINTMENT OF UNIT ADMINISTRATOR
9. AFFIRMATION OF POLICIES AND REGULATIONS, BUSINESS DOCUMENTS AND PRACTICES AND DAY-TO-DAY BUSINESS TRANSACTIONS
10. PUBLIC COMMENT
11. REQUEST FOR CLOSED SESSION
 1. Request for Closed Session - Negotiations/Collective Bargaining, Property/Real Estate, Litigation, Security, Criminal Misconduct, Personnel, and Legal Advice Matters
12. ADJOURNMENT

**EDUCATIONAL SERVICE UNIT 18
BOARD OF EDUCATION
Lincoln Public Schools District Office
5905 O Street
Lincoln, NE 68510**

MINUTES OF MEETING – SEPTEMBER 25, 2018

1. OPENING PROCEDURES

Notice of the time and place of the ESU Board meeting was e-mailed to an extensive list of local and regional news media. A mailing list is maintained at the Lincoln Public Schools District Office. A public notice was published in the *LINCOLN JOURNAL STAR*.

2. CALL TO ORDER

The meeting was called to order by the Board President, Annie Mumgaard, at 6:42 p.m.

3. ROLL CALL

PRESENT BOARD MEMBERS:

Barbara Baier
Lanny Boswell
Kathy Danek
Connie Duncan
Don Mayhew
Annie Mumgaard
Matt Schulte

STAFF IN ATTENDANCE:

Mr. Greg Perry Attorney for the Board
Dr. Steve Joel, Secretary of the Board and Superintendent
Dr. Matt Larson, Interim Assistant Superintendent for Instruction
Mr. John Neal, Assistant to the Superintendent for Governmental Relations
Dr. Liz Standish, Associate Superintendent for Business Affairs
Dr. Eric Weber, Associate Superintendent for Human Resources

A list of other people in attendance is set forth in Report File No. Gg-15.

4. ANNOUNCE OPEN MEETINGS ACT POSTING

The Educational Service Unit 18 Board makes 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 this meeting, the Board President announced and informed the public about the location of the posted information.

5. APPROVAL OF MINUTES

The September 11, 2018, minutes of the Educational Service Unit 18 Board meeting were approved as distributed.

6. FIRST READING, ACTION AT NEXT MEETING

There were no items presented for First Reading at this meeting.

7. SECOND READING, RECOMMENDED FOR ACTION

7.1 2018-19 EDUCATIONAL SERVICE UNIT 18 PROPERTY TAX REQUEST

The 2018-19 budget of Educational Service Unit No. 18 has already been adopted. According to state law Section 77-1601.02, the preliminary tax request for the unit shall be the property tax request from the prior year, unless the governing body holds a hearing and sets the property tax request at a different amount. The prior year’s property tax request would not correctly fund the 2018-19 budget which has already been formally adopted by the Board of Educational Service Unit No. 18. Last year’s property tax rate, this year’s initial estimate, and the final property tax rate for 2018-19 are set forth in Report File No. Gg-16.

Staff recommended that the Board consider the following resolution so that the 2018-19 budget may be funded as adopted.

Mr. Boswell moved, Ms. Baier seconded

That the Board approve the proposed resolution.

THEREFORE BE IT RESOLVED that the Board of Educational Service Unit No. 18 hereby sets the unit’s 2018-19 property tax request at a different amount from that of the 2017-18 fiscal year and that, pursuant to State Law Section 77-1601.02 and other Nebraska laws, does hereby set the 2018-19 Educational Service Unit No. 18 property tax request, including the county’s collection fee and any delinquent tax allowances, at **\$3,351,150.71**; and

THEREFORE BE IT FURTHER RESOLVED that if updated valuation, budget, or other pertinent information is subsequently received by Educational Service Unit No. 18 or by Lancaster County, the unit, its administration, and the County shall adjust the property tax request to reflect the updated information pursuant to State Law Sections 77-1601 and other Nebraska laws.

MOTION PASSED

- Barbara Baier Yes
- Lanny Boswell Yes
- Kathy Danek Yes
- Connie Duncan Yes
- Don Mayhew Yes
- Annie Mumgaard Yes
- Matt Schulte Yes

8. PUBLIC COMMENT

There was no public comment at this meeting.

9. CLOSED SESSION

Ms. Mumgaard advised that there was no request for a closed session this evening.

10. ADJOURNMENT

There being no further business, the Board of Educational Service Unit Number 18 adjourned at 6:44 p.m. Recorded votes may be superseded or nullified by a previously announced or filed conflict of interest statement.

Annie Mumgaard
President of the Board

Stephen C. Joel
Secretary of the Board

BOARD OPERATING PROCEDURES

Committees

Committees shall not have legislative or administrative functions, except as specifically authorized in Lincoln Board of Education minutes or policy. All matters except those of routine or emergency nature should be referred to a committee before action by the Board.

The President shall appoint the members and chair of each committee; members will serve on an “at-will” basis until the next Annual Organizational Meeting. Any such appointment is at-will and may be removed at any time by action agreed upon by the President and Vice President of the Board.

Summaries of all committee meetings shall be reported to the Board for its information, recording and possible action, and to the Superintendent.

Committee of the Whole

The Lincoln Board of Education may function as a Committee of the Whole during a regularly scheduled or special meeting when it is necessary to extend discussion on an issue. Any member may refer an item to the Committee of the Whole through a motion to commit or to refer.

The Secretary shall keep a memorandum of the matters discussed and prepare a Committee of the Whole report for submission at a regularly scheduled business or special meeting.

Standing Committees

Standing committees provide the opportunity for staff and Board members to research and discuss issues so as to adequately prepare materials for Board consideration at School Board meetings and review, revise and recommend policy for areas related to the committee agendas.* The following are the Board’s standing committees:

American Civics/Multicultural/Wellness – The committee is responsible for required curricula reviews. (*Policies 2130, 2135 and 5505)

Finance Committee – Review issues regarding the presentation and tracking of the General Fund Budget. (*Policies 3000-3699)

BOARD OPERATING PROCEDURES

Committees

Standing Committees (Continued)

Governmental Relations and Community Engagement – The committee considers efforts of the District to share the story of the work, goals and outcomes of Lincoln Public Schools with a variety of audiences – internally and externally – through a wide variety of communication and community engagement channels and media; this includes reviewing issues regarding federal, state and local legislation or regulations. (*Policies 1000-1999)

Personnel Policy – Review issues regarding human resources organization and management. (*Policies 4000-4999)

Planning and Transportation Committee – Review issues regarding building facilities, safety and security, enrollment, boundaries, the Site and Building Fund budget, facility bond issues and transportation. (*Policies 3700-3999)

Student Learning and Technology – Review issues regarding strategies and systems to improve student safety and learning. (*Policies 5000-7999)

*The President and Vice President will be responsible for annually reviewing and recommending revisions or new policies in the 2000 and 8000 series of policies covering Administration and Board Operating Procedures.

Temporary, Special or Ad Hoc Committees

Additional temporary, special, or ad hoc committees of the Board may be established only by Board action or by the President.

The President shall appoint such temporary and special committees as may be deemed necessary or advisable by the Board to make such appointments. Any such appointment is at-will and may be removed at any time by action agreed upon by the President and Vice President of the Board.

Special Appointments

Members of the Board may be appointed to represent the Board on joint committees with other agencies or as advisors to other agencies. The President will make such special appointments unless otherwise designated by the Board. The members so appointed will serve “at-will.” Any such appointment is at-will and may be removed at any time by action agreed upon by the President and Vice President of the Board.

BOARD OPERATING PROCEDURES

Committees

Special Appointments (Continued)

The following are the committees to which annual Board appointments are made:

Calendar Committee

The Foundation for Lincoln Public Schools

Mayor's Neighborhood Roundtable

NASB Board of Directors and Government Relations Network

NASB Legislative Committee

Lincoln Safe and Successful Kids Interlocal Board

Joint Board of the Career Academy Board

Reviewed and Affirmed by the Board:

Last Revision:

2019-05-14

Original Adoption or Oldest Version:

2014-10-28

Related Policies and Regulations:

1230, 1230.1

Legal Reference:

79-724

Human Resources Changes for 5/20/19 Organizational Agenda

| NAME | ASSIGNMENT | COMMENT | STEP | DATE |
|---|---|---------|------|----------|
| ADMINISTRATOR CERTIFICATED CHANGES OF STATUS | | | | |
| Salem, Sarah E. | From Director of Continuous Improvement and Professional Learning to Director of Continuous Improvement and Professional Learning and Administrator of Educational Service Unit No. 18 (ESU 18) | | A5 | 7/1/2019 |

CERTIFICATED ADMINISTRATORS CONTRACT
Lincoln Public Schools
Lincoln, Nebraska

Date: May 20, 2019

This contract is made and entered into by and between Lancaster County School District 001, a/k/a The School District of the City of Lincoln, in the County of Lancaster, in the State of Nebraska, hereinafter sometimes termed "School District," and Sarah E. Salem hereinafter termed "Administrator."

WITNESSETH:

That the School District hereby agrees to employ the Administrator and the Administrator hereby accepts such employment on the following terms and conditions:

1. The beginning date of service under this contract shall be on or about July 1, 2019, and shall consist of and continue for 260 working days to be assigned by the Superintendent of Schools, which timeframe may hereinafter sometimes be referred to as the "term" of the contract. The salary of the Administrator for such service shall be \$140,541.00 (Level 5) and shall be paid in accordance with a policy of the School District governing the payment of salary to certificated administrative staff members of the School District. It is agreed that the Superintendent of Schools may increase or decrease the number of working days, and in such event, a proportionate increase or decrease in salary shall be made. This contract shall conform to and the above-stated salary shall be subject to laws and regulations governing deductions with reference to withholding tax, Social Security, school employees state retirement, and other such laws. Other deductions may be withheld as provided by policy or as agreed by the Administrator and the School District. It is agreed that if for any reason this contract is ended prior to completion of the required number of working days, the salary paid or to be paid hereunder shall be prorated based upon the number of working days actually worked compared to the total number of required working days under this contract.
2. The Administrator agrees that this contract and the Administrator are subject to and bound by policies of the School District, administrative regulations and personnel manuals. The Administrator agrees to follow Superintendent's orders and further agrees that the duties to be performed by the Administrator under this contract are subject to assignment and reassignment when and where needed, as the Superintendent of Schools may direct. The Administrator may further be assigned and reassigned to such extra-duty assignments when and where needed, as the Superintendent may direct. The Administrator agrees to devote full time to the Administrator's position and duties in all respects, to diligently and faithfully perform the assigned duties as Administrator. The Administrator agrees that the School District shall have the right to restrict or prohibit outside employment as determined appropriate by the School District.
3. The Administrator agrees that at the beginning of this contract and throughout the term thereof, the Administrator will hold, furnish, and register according to law a valid and appropriate certificate to act in the position to which assigned from time to time.
4. It is agreed that the School District may require, in accordance with its rules, a certificate of health and physical fitness of the Administrator at any time while this contract is in force.
5. It is agreed that the Administrator shall be provided fringe benefits and sick leave in accordance with the policies of the School District.
6. It is agreed that this contract may cancelled or amended during its term for any of the following reasons:
 - (a) Upon cancellation, termination, revocation, or suspension of the Administrator's certificate by the State Board of Education;
 - (b) Breach of any material provisions of this contract;
 - (c) For any reason set forth in this contract;
 - (d) Incompetency;
 - (e) Neglect of duty;
 - (f) Unprofessional conduct;
 - (g) Insubordination;
 - (h) Immorality; or
 - (i) Physical or mental incapacity.

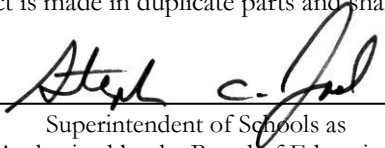
Cancellation or amendment of this contract during its term shall be governed by Nebraska law. It is agreed that this contract may be terminated or nonrenewed at the end of its term in accordance with Nebraska law. It is further agreed that the failure to notify the Administrator of the School District's intent to terminate or nonrenew this contract at the end of its term, by April 15 of any given term, will automatically result in an extension of this contract for one additional term.

7. OTHER CONTRACT TERMS

Current assignments shall be as Director of Continuous Improvement and Professional Learning and as the Administrator of Educational Service Unit No. 18 ("ESU 18").

Salary will remain at \$140,541.00 (Level 5) for the duration of the 2019-2020 fiscal year ending on August 31, 2020.

This contract is made in duplicate parts and shall become binding when approved by the Board of Education of the School District.



Superintendent of Schools as
Authorized by the Board of Education
for the School District

Certificated Administrator

Signed this _____ day of _____, 20 ____

Address: 9603 South 28th Street
Lincoln, NE 68516

Human Resources Administrator