

Wayne Community Schools
Wayne Board of Education Board Retreat Minutes
March 30, 2015

The regular meeting of the Wayne Board of Education was held at 611 West 7th Street, Wayne, NE, 68787, on Monday, March 30, 2015 at 4:30 PM. Notice of the meeting and place of agenda was posted at Wayne Community Schools, posted in The Wayne Herald, and online: wayneschools.org. A copy of the Nebraska Open Meetings Act was displayed for the public to read.

Mrs. Wendy Consoli: Present
Mr. Rod Garwood: Present
Mr. Scott Hammer: Present
Mr. Ken Jorgensen: Present
Dr. Carolyn Linster: Present
Dr. Jeryl Nelson: Present

I. Call the Meeting to Order

I.a. Pledge of Allegiance

I.b. Announce Open Meeting Act Posting and Location - Wayne Community Schools, Wayne Public Library, and Wayne Post Office.

I.c. Action on Absence and Roll Call

I.d. Approval of Agenda

Motion to approve agenda as presented passed with a motion by Mr. Rod Garwood and a second by Mrs. Wendy Consoli.

Mrs. Wendy Consoli: Yes, Mr. Rod Garwood: Yes, Mr. Scott Hammer: Yes, Mr. Ken Jorgensen: Yes, Dr. Carolyn Linster: Yes, Dr. Jeryl Nelson: Yes

II. New Business

II.a. High School SPED Teacher

Motion to approve the hiring of Stacy Johnson as High School SPED Instructor for the 2015-16 school year passed with a motion by Mr. Scott Hammer and a second by Dr. Jeryl Nelson.

Mrs. Wendy Consoli: Yes, Mr. Rod Garwood: Yes, Mr. Scott Hammer: Yes, Mr. Ken Jorgensen: Yes, Dr. Carolyn Linster: Yes, Dr. Jeryl Nelson: Yes

II.b. ESU Contract, 2015-2016

Motion to approve the contract from ESU 1 for services for the 2015-16 school year, as presented passed with a motion by Dr. Jeryl Nelson and a second by Mr. Rod Garwood.

Mrs. Wendy Consoli: Yes, Mr. Rod Garwood: Yes, Mr. Scott Hammer: Yes, Mr. Ken Jorgensen: Yes, Dr. Carolyn Linster: Yes, Dr. Jeryl Nelson: Yes

II.c. Lease Payment - Preschool Building

Motion to approve the lease payment of \$20,000 to Sunnyview Place LLC, for April, 2015 - August 2015 lease payments, as presented passed with a motion by Mrs. Wendy Consoli and a second by Mr. Scott Hammer.

Mrs. Wendy Consoli: Yes, Mr. Rod Garwood: Yes, Mr. Scott Hammer: Yes, Mr. Ken Jorgensen: Yes, Dr. Carolyn Linster: Yes, Dr. Jeryl Nelson: Yes

III. Break for Dinner

IV. Work Session

The meeting resumed at 5:15 p.m.

IV.a. Board Goal 2 - Facilities and Finance

The Board and Mr. Lenihan reviewed with Rochelle Nelson, Business Manager, a financial and facilities overview dating back to 2009. Also discussed, were the goal priorities for finance and facilities for the next three to five years.

V. Adjournment

Dr. Linster adjourned the meeting at 7:31 p.m.

Deb Daum, Secretary



Educational Service Unit #1

"Providing Innovation, Leadership and Service"

211 Tenth Street • Wakefield, NE 68784-5014
402.287.2061 • Fax 402.287.2065
www.esu1.org

Dr. Bob Uhing, Administrator



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2015-16 SERVICE CONTRACT

This Agreement is made and entered into by and between District No. 17, a/k/a Wayne Public Schools ("School District") and Educational Service Unit #1 ("ESU #1").

For good and valuable consideration, School District and ESU #1 agree as follows:

- 1. Term of Agreement.** The term of this Contract shall commence August 1, 2015 and end July 31, 2016. In the event of a material breach of this Contract by either of the parties, the non-breaching party may give a notice of the breach to the other party and, in the event the breach is not cured within twenty days of the notice, immediately cancel or rescind this Contract.
- 2. Services.** ESU #1 shall deliver the services described in the attached Exhibit "A" to School District. The services shall be provided in compliance with applicable legal requirements. ESU #1 reserves the right to assign such personnel to deliver the contracted services as it determines appropriate and reserves the right, in its sole discretion, to make all personnel, administrative, and operational decisions with respect to ESU #1 operations and services which do not directly impair it from providing the contracted services pursuant to this Contract. It is agreed that in the event ESU #1 determines in its discretion that it is not able to reasonably provide a particular service or services set forth in Exhibit "A," ESU #1 may give notice of such to School District and cease providing such service or services, in which event School District shall not be required to pay for such service or services to the extent such are not delivered. Such event shall not affect the responsibilities of ESU #1 or School District related to providing and paying for the other services set forth in Exhibit "A."
- 3. Payment for Services.** ESU #1 shall, in good faith, determine its costs incurred or to be incurred in connection with the contracted services in accordance with internal cost accounting systems, methods and techniques deemed appropriate by ESU #1. The estimated costs set forth in the attached Exhibit "A" are estimates only and shall not serve as a limit to the amount due to ESU #1. Upon determination of such costs, ESU #1 shall submit to School District a quarterly statement setting forth the amount due to ESU #1 from School District in accordance with this Contract. Such amount shall be due and payable upon receipt by School District.
- 4. Indemnification.** School District hereby agrees to indemnify, defend, and hold ESU #1 harmless from any and all costs and liabilities arising from performance under this Contract, including but not limited to damages and other monetary remedies, and attorney fees and costs incurred, except for intentional wrongdoing or negligence by ESU #1 or its employees or agents. The foregoing indemnification obligation shall continue notwithstanding the expiration or termination of this Contract.
- 5. E-Verify.** ESU #1 shall use a federal immigration verification system to determine the work eligibility status of new (October 1, 2009 and thereafter) employees physically performing services within the State of Nebraska.
- 6. Relationship.** It is agreed that the parties are independent contractors and that neither party or their employees or agents shall be deemed by virtue of this Contract to be employees of the other party.
- 7. Authority.** The terms of this Contract set forth the entire agreement of the parties with respect to the subject matter of this Contract; there are no other agreements, written or oral, except those which are set forth or specifically referenced in this Contract. This Contract may be amended only by a duly approved written amendment or addendum. This Contract shall be governed by and construed in accordance with the laws of the State of Nebraska and be binding upon the parties hereto and their successors. Each party acknowledges and represents that the persons executing this Contract have full, unconditional authority to execute the Contract on the behalf of the entity for which they are signing.

<p>Educational Service Unit #1 By: <u>Robert Uhing</u> Its: Administrator Dated: March 4, 2015</p>	<p>Wayne Public Schools By: _____ Its: _____ Dated: _____</p>
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EXHIBIT "A"
2015-16

SCHOOL Wayne Public Schools

DATE March 4, 2015

Services	Rate	F.T.E.	Hours	Total
Vision/O&M Teacher	85.50		175.00	14,962.50
Paraeducator	28,500.00			0.00
Speech Therapy	80,500.00			0.00
Deaf Educator	112.50		4.00	450.00
Audiologist	108.00		42.00	4,536.00
Psychologist	83,750.00	1.00		83,750.00
Physical Therapy	118.50			0.00
Occupational Therapy	116.00			0.00
Transition	101,500.00	0.05		5,075.00
Nursing Services	71,000.00			0.00
In-service	50.00		10	500.00
Program Supervision (8%)				8,741.88
PSP/ Early Intervention	105.50		1032.00	108,876.00
ECSE Allen				
ECSE Winnebago				
Subtotal				226,891.38
Tower School	28,000.00	7.00		196,000.00
Nonreimbursable	2,850.00			19,950.00
Subtotal				215,950.00
Other Services:				
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.....				

TOTAL CONTRACT **\$442,841.38**

Checks for Payment Listing

Direct

Dep.	Check	Check Date	Payable To	Description	Amount
01 - GENERAL FUND					
	00014460	03/24/2015	Summyview Place, LLC	April-Aug Pre-k rent	13,000.00
	00014460	03/24/2015	Summyview Place, LLC	April-Aug Pre-k rent	7,000.00
				01 - GENERAL FUND Totals:	20,000.00
				Report Total:	20,000.00