



Regular Board of Directors Meeting

Monday, June 21, 2021 at 5:30 PM

Educational Service Unit 7, Oak Room
2657 44th Avenue
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. 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.

§84-1411 adjusts notice requirements for meetings of public bodies. For meetings of governing bodies of all political subdivisions of the State of Nebraska:

- Notice shall be published in a newspaper of general circulation within the public body's jurisdiction. If available, notice shall also be published on such newspaper's website.
- In addition to the required notice, notice may also be provided by any other appropriate method designated by the public body or advisory committee.

2. Roll Call

Speaker(s): Board President or Designee

3. Absent Board Members

Speaker(s): Board President or Designee

Rationale:

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

Recommended Motion(s):

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

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.

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

Recommended Motion(s):

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 Public Comment 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. Spotlight - Early Childhood

Speaker(s): Board President or Designee

Rationale: The Early Childhood Department will present for the June 2021 Board Meeting Spotlight

6. 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

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

Recommended Motion(s):

Consent agenda as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

1. Minutes

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

2. Presentation of Bills #72486 through #72645 totaling \$948,566.97

Speaker(s): Board President or Designee

Rationale:

The summary of bills for the current month total:\$948,566.97 - Bills #72486 through #72645

Inservice bills total: \$0

	Amount	Vendor	Description
72489	\$37,421.75	Amazon	Migrant/Tech/SPED/Grants supplies
72493	\$5,700.00	Ann Elise Record	Title IIA Math Professional Consultant
72497	\$15,914.49	Boone Central Schools	Title 1 Reimbursements
72501	\$9,676.64	Capital One	Tech/SPED/Grants supplies
72506	\$17,928.54	Central NE Rehab Services	Early Childhood/Speech contracted services
72523	\$34,298.00	ESUCC	Admin Outreach SRS flow through
72539	\$7,300.00	James Cain	ELC Contract
72541	\$7,500.00	Josh Arias	Latino Summit Keynote Speaker

7254 9	\$113,525.99	Lakeview Comm. Schools	Title I/IIA/Title III Reimbursement
7257 1	\$6,709.65	New Frontier 21, LLC	Title IIA Consultant
7257 7	\$60,960.00	On To College	Test Prep Renewal Flow Through

This is a consent item.

3. Authorization of Administrator to Sign for Federal/State Funds

Speaker(s): Board President or Designee

Rationale: This is a consent item.

4. 2021-2022 Contract for Special Education Director Tami Clay

Speaker(s): Board President or Designee

Rationale: 2021-2022 Contract renewal for Special Education Director Tami Clay

This is a consent item.

5. 2021-2022 Contract for Ronelle Jackson, LMHP

Speaker(s): Administrator or Designee

Rationale: 2021-2022 Contract for Ronelle Jackson, LMHP

This is a consent item.

6. 2021-2022 Contract for Megan Welch, LMHP

Speaker(s): Administrator or Designee

Rationale: 2021-2022 Contract for Megan Welch, LMHP

This is a consent item.

7. 2021-2022 Contract for Nicki Brigham, Nebraska Licensed Registered Nurse.

Speaker(s): Administrator or Designee

Rationale: 2021-2022 Contract Renewal for Nicki Brigham, NE Licensed Registered Nurse

This is a consent item.

8. Reading of Article III, Section 1, D Requests, Costs, and Payment

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

9. Reading of Article III, Section 7, G Internet Safety Policy

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

10. Reading of Article V, Section 5, A Child Abuse and Neglect

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

11. Reading of Article V, Section 5, C Use of Restraint and Seclusion

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

12. Reading of Article V, Section 5, D Removal of Students and Interview of Students

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

13. Reading of Article V, Section 6, B Search and Seizure

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

14. Reading of Article V, Section 6, C Anti-Bullying

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

15. Reading of Article V, Section 7, B Dispensing Medications

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

16. Reading of Article V, Section 7, E Emergency Medical Aid

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

17. Reading of Article V, Section 7, F Wellness

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

7. Treasurer's Report

Speaker(s): Board President or Designee

Rationale: Review the breakdown of the Treasurer's Report

Recommended Motion(s):

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

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

Speaker(s): Board President or Designee

Rationale: Change

Legal Reference on last page: B-1080 (2020) [Neb. Rev. Stat. Sec. 79-879](#)

Recommended Motion(s):

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

9. Reading of Article IV, Section 10, D Standards of Ethical and Professional Performance for Professional Employees

Speaker(s): Board President or Designee

Rationale: Added verbiage on second page:

2. Shall 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, or other protected status in its programs and activities.

Recommended Motion(s):

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

10. Reading of Article IV, Section 11, D Standards of Ethical and Professional Performance for Classified Staff

Speaker(s): Board President or Designee

Rationale: Added verbiage:

2. Shall 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, or other protected status in its programs and activities.

Recommended Motion(s):

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

11. Reading of Article V, Section 1, A Policy of Non-Discrimination

Speaker(s): Board President or Designee

Rationale: Added verbiage on first page:

ESU 7 does 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 programs and activities and provides equal access to designated youth groups.

Recommended Motion(s):

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

12. Educational Service Unit Employee Handbook, Center and Learning Academy Handbooks

Speaker(s): Administrator or Designee

Rationale: Annually, the Board of Educational Service Unit 7, will review and approve the ESU 7 Employee Handbook and ESU 7 Student Handbooks. Handbook committee will provide an update.

Recommendation: Recommend approval of the Learning Academy Handbook, Cen7ter Student/Parent Handbook, and ESU 7 Employee Handbook and related policies

Recommended Motion(s):

Approval of the Learning Academy Handbook, Cen7ter Student/Parent Handbook, and ESU 7 Employee Handbook and related policies Passed with a motion by Board Member #1 and a second by Board Member #2.

13. 2021-2022 Non-Member Contract for Services

Speaker(s): Board President or Designee

Rationale:

Costs for non-member school districts will be established and/or reviewed annually.

Article III, Section 1, D Requests, Costs, and Payment

Recommended Motion(s):

Discuss, consider and take any action necessary to approve the Non-Member Contract for Services as presented. Passed with a motion by Board Member #1 and a second by Board Member #2.

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

Speaker(s): Board President or Designee

Rationale: The ESU 7 Board of Directors will not meet in July, 2021. 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.

Recommended Motion(s):

Discuss, consider and take any action to approve the Administrator's payment of bills in July 2021. Passed with a motion by Board Member #1 and a second by Board Member #2.

15. Budgeting for additional 1% Budget Authority

Speaker(s): Board President or Designee

Rationale:

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 2021-2022, 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.

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

Recommended Motion(s):

Discuss, consider and take any necessary action to approve the additional 1% in budgeted tax asking Passed with a motion by Board Member #1 and a second by Board Member #2.

16. Budget Hearing and Budget Summary - Wednesday, September 15 at 5:15 p.m. in the ESU 7 Oak Room

Speaker(s): Board President or Designee

Rationale: Recommendation: Discuss, consider and take any action necessary to approve the date for the 2021-2022 ESU 7 Budget Hearing and Budget Summary on Wednesday, September 15th, 5:15 p.m. ESU 7 Oak Conference Room.

Recommended Motion(s):

2021-2022 ESU 7 Budget Hearing and Budget Summary on Wednesday, September 15th, 5:15 p.m. ESU 7 Oak Conference Room Passed with a motion by Board Member #1 and a second by Board Member #2.

17. Final Tax Request Hearing - Wednesday, September 15 at 5:25 p.m. in the ESU 7 Oak Room

Speaker(s): Board President or Designee

Rationale:

Recommendation: Discuss, consider and take any action necessary to set the 2021-2022 ESU 7 Final Tax Request Hearing on Wednesday, September 15th, 5:25 p.m. ESU 7 Oak Conference Room.

Recommended Motion(s):

2021-2022 ESU 7 Final Tax Request Hearing on Wednesday, September 15th, 5:25 p.m. ESU 7 Oak Conference Room Passed with a motion by Board Member #1 and a second by Board Member #2.

18. Administrator's Report General

Speaker(s): Administrator or Designee

Rationale:

- Goals - Attached for your Review
- ESUCC Update
- Redistricting
- Strategic Planning
 - Focus Group Summary Report
- Upcoming Events
 - AESA Annual Conference

1. Services Update

Speaker(s): Administrator or Designee

Rationale:

- SIMPL Update
 - Service Planning in July
 - SIMPL Process Review

- Quarterly Report

2. Facilities Update

Speaker(s): Administrator or Designee

Rationale:

- Car Update

- Door Update
- Parking Lot Update
- AV System Upgrade
 - The final number for the AV system upgrade in Oak and Maple:
 - SKC
 - Audio Only = \$35,067.48
 - Audio & Video = \$96,533.26
 - CCS
 - Audio Only = \$32,827.27
 - Audio & Video = \$67,037.06
 - Video Only = \$35,286.73

Recommendation is CCS Audio & Video for \$67,037.06 to be completed in the 21-22 fiscal year.

Recommended Motion(s):

Discuss, consider and take any action necessary to approve CCS Audio & Video for \$67,037.06 to be completed in the 21-22 fiscal year Passed with a motion by Board Member #1 and a second by Board Member #2.

3. Emergency Notification Process

Speaker(s): Administrator or Designee

Rationale: Director Ellsworth will review the Emergency Notification Process.

4. Personnel

Speaker(s): Administrator or Designee

Rationale: 2021-2022 Contract Renewals for Classified Staff:

- Kris Johnson, Brailist
- Jayne Abegglen, Paraprofessional
- Christine Barber, Paraprofessional
- Jeri Glenn, Paraprofessional
- Shanna Griffith, Paraprofessional
- Harriet Nalumansi, Paraprofessional
- Jessica Olnes, Paraprofessional
- Kimberly Ruger, Paraprofessional
- Madison Sander, Paraprofessional
- Madison Sander, ELC Assistant
- Melissa Schwichtenberg, Paraprofessional

5. New Hire: JaLayne Keyes, District Technology Coordinator

Speaker(s): Board President or Designee

Rationale: JaLayne, is a lifelong learner with a love for technology, specializing in Apple products. As an Apple Authorized Dealer, Jalayne worked with sales, service and support. During that time, JaLayne also managed two of these outlets as a co-owner. JaLayne's largest client base was working with schools plus ESU 1 and 8 for many years. In 2010, Jalayne began full time support and service when she started at ESU 8. Ten years later she did the same on her own. JaLayne is more than pleased to be back working with an ESU. Working with Apple devices has

been a major hobby of hers, but she does enjoy spending time with her daughters and friends especially around a camp fire.

6. New Hire: Lincoln Quteifan, District Technology Coordinator

Speaker(s): Board President or Designee

Rationale: Lincoln is currently preparing himself for our network infrastructure, servers, backup systems, power school student information system, and websites.

Lincoln was a Technology Coordinator at USD 440 Halstead and Ulysses schools. He is excited to begin working for Boone Central School District as their LanManager. In that role, he is anxious to meet with building principals and other school staff. He has experience with Google for Education and Apple School Manager. He looks forward to beginning introducing ways educational technology can enhance the classroom.

7. 2021-2022 Contract for Hayley Murphy, School Psychologist

Speaker(s): Board President or Designee

Rationale: 2021-2022 Contract for Hayley Murphy, School Psychologist

Recommended Motion(s):

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

8. Legislative Update

Speaker(s): Administrator or Designee

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

19. Committee Reports

Speaker(s): Committee Chair

1. Budget Committee Report

Speaker(s): Budget Committee Chair

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

20. Adjournment

Speaker(s): Board President or Designee

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, subcommittees, 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, and (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;

(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) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

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, or other matter of public interest, 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 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 other electronic communication authorized; emergency meeting without notice; appearance before public body.

(1) (a) Each public body shall give reasonable advance public 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 web site. (ii) In the case of the governing body of a city or village or the governing body of such body's advisory committee, 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 web site; or (B) Posting written notice in three conspicuous public places in such city or village. 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.

(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) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

(a) Reasonable advance publicized notice is given as provided in subsection (1) of this section;

(b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;

(c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;

(d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and

(e) (i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconferencing or telephone conference; or (ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

(a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;

(b) Reasonable advance publicized notice is given as provided in subsection (1) of this section which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;

(c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;

(d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that: (i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and (ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(4) 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.

(5) 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 means of electronic or telecommunication equipment. The provisions of subsection (4) 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.

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunication equipment.

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, camera, video equipment, or any other means of pictorial or sonic reproduction or in a 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. 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 may require any member of the public desiring to address the body to identify himself or herself.

(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 a telephone conference call available at an instate 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;

(f) Reasonable arrangements are made to provide viewing at other instate locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

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

(8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, 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. 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, except as provided in subsection (6) of this section, and 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 the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

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.

Revised
10/2020



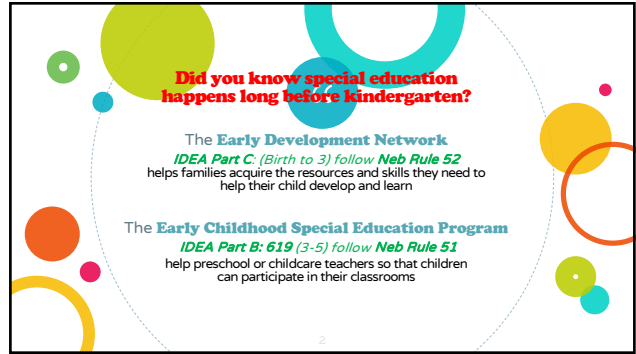
PERRY, GUTHRY, HAASE & GESSFORD, P.C., L.L.O.
233 SOUTH 13TH STREET, SUITE 1400, LINCOLN, NE 68508
(402) 476-9200
jgessford@perrylawfirm.com
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gperry@perrylawfirm.com



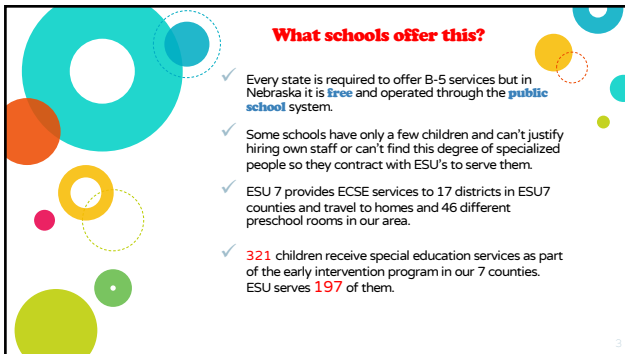
455 South 11TH Street, Suite A
Lincoln, NE 68508
(402) 476-8055
ncsa.org



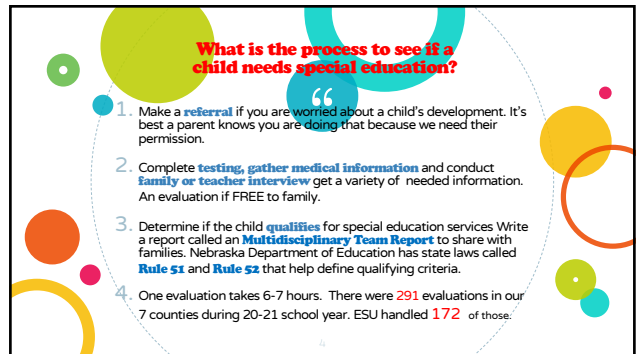
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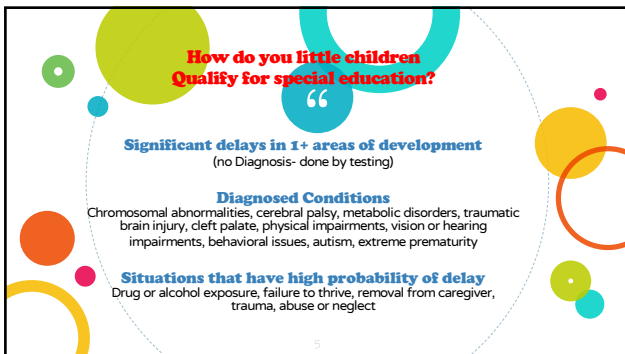
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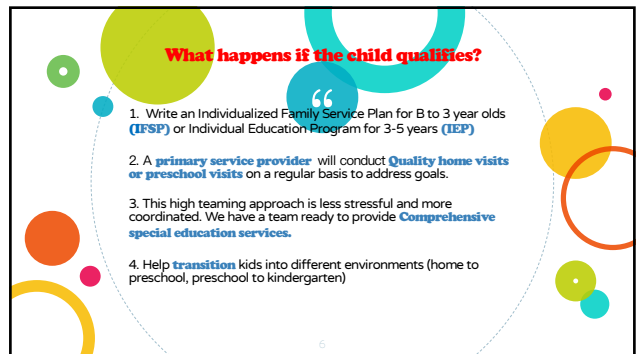
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4



5



6

What do you mean comprehensive services?

- Occupational Therapy
- Physical therapy
- Early Childhood Special Education
- Speech Language Pathology
- School Psychologist
- Vision Services
- Hearing Services
- Preschool & Transportation
- Services Coordination (unique to Early Childhood)

7

- 2 Coordinators (.5 FTE) Wendy Wolfe, Lisa Duranski
- 6 Early Childhood Special Education Teachers (5.5 FTE)
 - Lisa Duranski
 - Shelli Eickmeier
 - Jen Fistler
 - Jill Wurdeman
 - Wendy Wolfe
 - Sarah Wach
- 3 Speech Pathologists (2.9 FTE)
 - Julie Kahler
 - Cassie Ruth
 - Rachel Garner
- Other contracted Service Providers
 - Tina Kilgore Occupational Therapist- CNR
 - Mel Dvorak Occupational Therapist- CNR
 - Staci Worm Occupational Therapist-
 - Jill McNally Physical Therapist- CNR
 - Kristine Polacek Physical Therapist-Contracted
 - Jessica Brugman Physical Therapist- CNR

8

Where do services happen?

In Natural Environments where children and families spend their time

- Homes, Private and Public preschool classrooms, Childcare homes or centers, even Community Settings like Walmart, Restaurants, Grocery Stores, Parks
- Part C (b-3) are family-centered, they not defined by the school day so services may have to occur in evenings if family is working. Staff need some evening availability. Infants and toddlers have continuous year services. 3-5 year olds follow the school year calendar
- Caregiver Focus: Teaching the parent how to care and teach will provide long and lasting impact using daily & family activities
- Focus on child & family goals (IFSP) they choose not just child's educational program (IEP).

9

Rebuilding families

When a family has a child with special needs or medical needs, it can create havoc on the family system. Family goals are REQUIRED and ESSENTIAL to the family's ability to manage and adjust. Examples include:

- Lose childcare- can't find childcare provider who will do feeding tubes, catheters or have the training to handle challenging behaviors. This often result in loss of job and income
- Debt – medical or therapy bills & loss of job creates financial hardship. Many filing bankruptcy
- No longer can go places- grocery stores, older kids with baseball games, school events, family gatherings. Perhaps vehicle is not appropriate, too much medical equipment, child can't handle the setting, runs away, doesn't sleep, screams when they go places.
- Services Coordination, component of Early Intervention that is managed by Dept of Health and Human Services and can help families find & access both educational & other resources and services. They also help work on family goals. Each family B-3 is assigned one.

10

Who are our Services Coordinators?

- Jen Calahan Services Coordinator-supervisor
- Kris Frederick Services Coordinator-
- Jeni Snyder Services Coordinator-
- Lillian Velasquez Services Coordinator- bilingual
- Mariana Medina Services Coordinator- bilingual

Follows DHHS guidelines and East Central health holds the contract for our region's services coordinators.

11



Board Work Session

Educational Service Unit 7, Oak Room
2657 44th Avenue
Columbus, NE 68601-8537
Monday, May 17, 2021 at 4:30 PM
Posted Locations:

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

Posted Date: 05/10/2021

Attendance Taken at 4:32 PM.

Bob Arp: Present
Joyce Baumert: Present
Marni Danhauer: Present
Donald Ellison: Present
Dan Hoesly: Present
Dawn Lindsley: Absent
Richard Luebbe: Absent
Jennifer Miller: Present
Doug Pauley: Present
Richard Stephens: Present
Gary Wieseler: Present
Jack Young: Present

Present: 10, Absent: 2.

Attendance Update Taken at 5:00 PM.

Dawn Lindsley: Present

Present: 11, Absent: 1.

Dawn Lindsley arrived at 4:58pm

Attendance Update Taken at 5:17 PM.

Richard Luebbe: Present

Present: 12.

Dawn Lindsley arrived at 4:58pm. Richard Luebbe arrived at 5:17pm.

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 4:33pm
Board President conducted the meeting.

Staff present:

Larianne Polk, Administrator

Linda Shefcyk, Business Manager

Mindy Reed, Secretary to the Board of Directors

Marci Ostmeyer, Professional Development Director

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.

§84-1411 adjusts notice requirements for meetings of public bodies. For meetings of governing bodies of all political subdivisions of the State of Nebraska:

- Notice shall be published in a newspaper of general circulation within the public body's jurisdiction. If available, notice shall also be published on such newspaper's website.
- In addition to the required notice, notice may also be provided by any other appropriate method designated by the public body or advisory committee.

1.2. Roll Call

1.3. Absent Board Members

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

Approval of Board Member absences as presented Passed with a motion by Jennifer Miller and a second by Joyce Baumert.

Dawn Lindsley: Absent

Richard Luebbe: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 10, Nay: 0, Absent: 2

Board members Richard Luebbe and Dawn Lindsley were absent at the initial roll call due to personal reasons.

2. Vision, Mission, Belief Work

The Administrator and the Board will answer questions which will assist in creating the new Vision, Mission, and Beliefs of ESU 7.

Jackie Ternus, School Psychologist for ESU 7 facilitated work related to Vision, Mission, and Belief statements. Jackie Ternus reviewed the directions for the activity. The first question for the Board to answer is “Who are we?”. The second question is “Why is ESU 7 important?”. The third question is “What is our purpose?”. The last question is “What is the ideal outcome of our efforts?”.

The Board reviewed responses to these questions and determined common themes.

Themes for the question “Who are we?": Servant of schools. We strengthen the foundation of the schools so students and staff are more successful.

Themes for the question “Why is ESU 7 important?": As an ESU, we can provide resources that would not be economically possible for individual schools. We fill a void for a lot of the schools. We have an awareness of the lack of some resources at schools. Provide knowledge to Legislature.

Themes for the question “What is our main purpose?": The word student came up in every response. ALL learners in general get the best possible education they can. It is important to include the teachers in the scope as well.

Themes for the question “What is the ideal outcome?”: All schools utilize as many resources as we provide. Use assets we have and be successful.

The Agency Team will study these results along with results from staff. The goal is to have the information compiled before the Strategic Planning meeting in June.

3. Adjournment

Meeting adjourned at 5:20pm

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



Regular Board of Directors Meeting

Educational Service Unit 7, Oak Room

2657 44th Avenue

Columbus, NE 68601-8537

Monday, May 17, 2021 at 5:30 PM

Posted Locations:

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

Posted Date: 05/10/2021

Attendance Taken at 5:30 PM.

Bob Arp: Present

Joyce Baumert: Present

Marni Danhauer: Present

Donald Ellison: Present

Dan Hoesly: Present

Dawn Lindsley: Present

Richard Luebbe: Present

Jennifer Miller: Present

Doug Pauley: Present

Richard Stephens: Present

Gary Wieseler: Present

Jack Young: Present

Present: 12.

Attendance Update Taken at 6:49 PM.

Jack Young: Absent

Present: 11, Absent: 1.

Jack left at 6:49pm.

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 5:30pm
Board President conducted the meeting.

Staff present:

Larianne Polk, Administrator
Linda Shefcyk, Business Manager
Mindy Reed, Secretary to the Board of Directors
Marci Ostmeyer, Professional Development Director
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.

§84-1411 adjusts notice requirements for meetings of public bodies. For meetings of governing bodies of all political subdivisions of the State of Nebraska:

- Notice shall be published in a newspaper of general circulation within the public body's jurisdiction. If available, notice shall also be published on such newspaper's website.
- In addition to the required notice, notice may also be provided by any other appropriate method designated by the public body or advisory committee.

1.2. Roll Call

1.3. Absent Board Members

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

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.

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

Agenda as presented Passed with a motion by Dan Hoesly and a second by Joyce Baumert.

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 12, Nay: 0

3. Welcome Visitors

Dr. John Skretta, Administrator of ESU 6 attended to provide an overview of the Strategic Planning process.

4. Public Comment

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

Citizens wishing to address the Board on a certain agenda item must complete the Public Comment 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 comments provided.

5. Strategic Planning Preview

Dr. Skretta and Dr. Rohwer will provide a strategic planning preview to the Board.

Dr. Skretta, Administrator for ESU 6, will assist in the Strategic Planning process with Dr. Keith Rohwer. Please see attached document for details. Dr. Polk requested Dr. Skretta facilitate the Strategic Planning process. Dr. Skretta and Dr. Rohwer have a unique understanding of ESUs, and they want to bring all of that knowledge together for the Strategic Planning efforts. The Strategic Planning process will focus on creating key goals for the next 3-5 years.

Dr. Skretta will be talking with the ESU 7 staff tomorrow, May 18, 2021, at the All Staff Meeting to give an overview of the Strategic Planning process.

6. **Consent Agenda**

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

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

Consent Agenda Includes:

- Minutes from the previous meeting(s)
- Presentation of the Bills
- Other Routine Agenda Items
- Policies with no recommended changes

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

Consent agenda as presented Passed with a motion by Bob Arp and a second by Jack Young.

- Bob Arp: Yea
 - Joyce Baumert: Yea
 - Marni Danhauer: Yea
 - Donald Ellison: Yea
 - Dan Hoesly: Yea
 - Dawn Lindsley: Yea
 - Richard Luebbe: Yea
 - Jennifer Miller: Yea
 - Doug Pauley: Yea
 - Richard Stephens: Yea
 - Gary Wieseler: Yea
 - Jack Young: Yea
- Yea: 12, Nay: 0

6.1. Minutes
This is a consent item.

6.2. Presentation of Bills #72342 through #72485 totaling \$872,135.83

The summary of bills for the current month total:\$872,135.83 - Bills #72342 through #72485

Inservice bills total: \$0

	Amount	Vendor	Description
72342	\$5,400.00	Josh Arias	Migrant Consultant
72344	\$37,697.17	Amazon	Migrant/Tech/SPED/Grants supplies
72349	\$5,566.00	Apple Computer	SPED/Tech./General equipment/supplies
72356	\$15,657.61	Capital One	Tech/SPED/Grants supplies
72359	\$20,010.82	Central NE Rehab Services	Early Childhood/Speech contracted services
72362	\$16,070.06	Clarkson Public School	Title 1 Reimbursements
72365	\$7,965.33	Cross Co. School	Title 1 Reimbursements
72367	\$14,595.00	Daktech Computers	Technology equipment for schools
72368	\$20,448.15	Eakes Office Solutions	Copier Maintenance/Sped supplies
72371	\$29,322.00	Education Associates	Transition VR Project Discovery kits and workplace
72378	\$28,761.63	Gale/Cengage Learning	Gale in Context (online subscription for schools)
72381	\$6,426.62	High Plains Comm. Schools	Title 1 Reimbursements
72415	\$8,969.59	Osceola Public Schools	Title 1 Reimbursements
72416	\$27,945.83	Paper 101	Production paper
72417	\$7,967.65	Pearson Assessment	SPED supplies/software
72426	\$9,790.41	Seidlitz Education	Title III Contract Consultant
72434	\$5,887.92	Symmetry Energy Solutions, LLC	Electricity/Natural Gas

This is a consent item.

6.3. Reading of Article III, Section 1, D Requests, Costs, and Payment

Review only, no changes to consider

This is a consent item.

6.4. Reading of Article II, Section 12, A Minutes

Review only, no changes to consider

This is a consent item.

6.5. Reading of Article II, Section 11, A Voting and Board Operating Procedures

Review only, no changes to consider

This is a consent item.

7. Department Spotlight: Migrant Education Program
Cynthia Alarcon, Migrant Education Program (MEP) Coordinator will provide an in-depth spotlight overview of the Migrant Education Program.
Cynthia Alarcon, Migrant Education Program Coordinator reviewed the Migrant Education slides. The Migrant Education program is a Title 1 C Federal Program. The last time the federal guidelines have changed was in 2015.

8. Treasurer's Report

Review the breakdown of the Treasurer's Report

Discuss, consider and take any action necessary to approve the Treasurer's Report as presented. Passed with a motion by Jennifer Miller and a second by Dawn Lindsley.

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 12, Nay: 0

Administrator Polk discussed the cash on hand and cash reserve lines. The goal is to have 30% cash on hand which is enough to sustain salaries and grant opportunities while ESU waits for payments from schools and grants. The ESU is trending toward reaching the 30% by the end of this fiscal year.

9. ESU 7 COVID-19 Pay Resolution
Discuss status of COVID Pay Resolution.

Schools Not Continuing with Pay Resolution:

- ESU 7 Schools have either ended their pay resolution already, or are ending in May

- Nebraskas ESUs have either ended thier pay resolution already, or are ending in May.

At the end of the March meeting, the Board decided to continue with the Pay Resolution and have it expire at the end of May 2021. Federal government has extended the possibility of using COVID pay until the end of September 2021. Dr. Polk's recommendation would be to not extend the COVID Pay Resolution to the end of September and have it expire at

the end of May 2021. No schools within the ESU 7 area or other ESUs are extending until the end of September. No action was taken to extend the Pay Resolution.

10. **Administrator's Report General**

- Goals - Attached for your Review
- ESUCC Update
 - Redistricting
- Parliamentary Procedure
- Administrator Leave Report
- Upcoming Events
 - AESA Annual Conference - December 1-4, 2021 in Houston, TX

Redistricting: University of Nebraska at Omaha has a redistricting division, and they quoted us \$3711. A summary of articles of ideal board sizes is attached for Board review. In general the ideal size is from 7-9.

Administrator Polk did a Parliamentary Procedure review with the Board emphasizing amended motions.

Upcoming Events: ESU 7 budgets for seven Board Members to attend the AESA conference. If interested, take a look at the calendar, and let Mindy know. There are a lot of good sessions. The new Board Members are recommended to attend if they are able. At least two Directors attend the event as well.

10.1. Facilities Update

The Administrator will provide a facilities update during this item.

Tarring the parking lot either the end of this fiscal year or the beginning of next fiscal year.

Cracks in the parking lot will be tarred hopefully at the end of the fiscal year.

Beginning tomorrow, May 18, 2021, until the end of May, masks will be encouraged unless closer than 3 ft. If unvaccinated, masking will be expected, but we will not ask about vaccination status. June 1, 2021–August 12, 2021, masks will be optional. If unvaccinated, masking will be expected, but we will not ask about vaccination status.

10.2. **Personnel**

10.2.1. Personnel - Recognition for Amy Mazankowski

Foster Care Review Office would like to recognize Amy Mazankowski. Amy Mazankowski was recognized by the Foster Care Review Office.

10.2.2. Personnel - 2021-2022 Professional Employment Contract for Stephanie Foreman, BCBA (ASD)

2021-2022 Professional Employment Contract for Stephanie Foreman, BCBA (ASD) Board Certified Behavior Analyst (BCBA) for the Autism

Regional Grant

New Position for the ESU 7 region to cover ESUs 1, 7, and 8. Stephanie Foreman is currently a Behavior teacher at Waverly.

Discuss, consider and take any action necessary to approve the contract as presented Passed with a motion by Donald Ellison and a second by Dan Hoesly.

Jack Young: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Yea: 11, Nay: 0, Absent: 1

New Position for the ESU 7 region to cover ESUs 1, 7, and 8. Stephanie Foreman is currently a Behavior teacher at Waverly. This position is fully funded through a grant.

- 10.2.3. Personnel - 2021-2022 Contract for Early Learning Connection Grant Coordinator, Angel Mayberry
2021-2022 Contract for Angel Mayberry, Early Learning Connection Coordinator

Discuss, consider and take any action necessary to approve the contract as presented Passed with a motion by Bob Arp and a second by Dawn Lindsley.

Jack Young: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Yea: 11, Nay: 0, Absent: 1

10.2.4. Migrant Education Program Summer Work Agreements

2021 Migrant Education Summer Programs

The MEP will have 4 summer programs during the month of June. Sites include Albion, Firth, Schuyler (includes students from Schuyler, Richland, Howells-Dodge, David City, and North Bend), and Columbus (includes students from Columbus Public, Lakeview, Shelby-Rising City, and St Edward). The MEP will have an alternate summer program in from June to August. Summer Enrichment activities will be delivered by MEP staff to students in grades K-8. These activities will allow our program to have consistent summer contact with our students.

The following 2021 Summer Staff are recommended for employment:

ESU 7 Hired Staff:

Cindy Lorentzen

Cory Waite

Mikki Wilcox

Dana Schultz

Lori Schultz

Barbara Raya

Anne Baptiste

Martha Gascon-Guarcas

Kim Ruger

Jessica Olnes

Shanna Griffith

Chris Barber

Jeanette Valdivia (pending background check)

Velvet Gramajo (pending background check)

District Reimbursement Staff:

Taylor Rising - Firth

Kari Gottwald - Firth

Tammy Gonzalez - Albion

Cyndee Merrell - St Edward Staff

10.2.5. Resignations: Paraprofessionals Cora Korus and Brenda Hake

10.3. Legislative Update

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

The Legislative Update is attached for review.

11. **Committee Reports**

11.1. Budget Committee Report

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

Board Member Gary Wieseler provided an update on the Budget Committee. The

Budget Committee met before the Work Session and discussed the budget and the different areas, general fund, technology and special education, and grants. Today the committee talked about General Fund items. There were no legislative bills that effected the ESU 7 budget. ESU 7 received a valuation estimate which projected a 1.94% increase, but we do not expect to get the full amount, possibly closer to 1%. No big changes in any of the items. Talked about a possible document management system and new cars for the fleet. Committee appreciates time Larianne and Linda has put into the budget document.

11.2. Handbook Committee Update

Staff and Student Handbook Committee to meet in May and June. Committee to make a recommendation to the board in the June Board Meeting.

Printed copies of the draft handbooks were given to the committee. Handbook Committee meeting is scheduled for June 1. Links to the electronic version of the draft handbooks will be emailed out tomorrow.

12. Adjournment

Meeting adjourned at 7:15pm

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

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00072486	127.68	06/20/21	12033 ALEXANDRA MILLER	C
10	00072487	600.00	06/20/21	11576 ALICIA LOPEZ	C
10	00072488	211.00	06/20/21	190428 ALMQUIST, MALTZAHN, GALLOWAY & LUTH, PC	C
10	00072489	37,421.75	06/20/21	10391 AMAZON	C
10	00072490	56.56	06/20/21	120155 AMY J SLAMA	C
10	00072491	224.56	06/20/21	130180 AMY MAZANKOWSKI	C
10	00072492	562.80	06/20/21	7633 ANA SANTOS	C
10	00072493	5,700.00	06/20/21	11126 ANN ELISE RECORD	C
10	00072494	1,399.00	06/20/21	10681 APPLE COMPUTER, INC.	C
10	00072495	355.00	06/20/21	20250 BEARD-WARREN HEATING & AIR	C
10	00072496	40.22	06/20/21	7811 DICK BLICK	C
10	00072497	15,914.49	06/20/21	20428 BOONE CENTRAL SCHOOLS	C
10	00072498	39.42	06/20/21	8400 BRIAN EVANS	C
10	00072499	49.39	06/20/21	6700 BROOKE KAVAN	C
10	00072500	199.00	06/20/21	9253 BROWN COUNTY HOSPITAL	C
10	00072501	9,676.64	06/20/21	30039 CAPITAL ONE BANK (USA), N.A.	C
10	00072502	50.00	06/20/21	4553 CAPITAL ONE-SPED CLAY	C
10	00072503	83.00	06/20/21	2097 CAPITAL ONE-SPED KASSING	C
10	00072504	431.19	06/20/21	1996 CASEY'S MAIL SERVICE LLC	C
10	00072505	105.78	06/20/21	30235 CENTRAL CITY PUB SCHOOL	C
10	00072506	17,928.54	06/20/21	8940 CENTRAL NE REHAB SERVICES	C
10	00072507	368.60	06/20/21	30550 CITY OF COLUMBUS WATER & SANIT	C
10	00072508	150.00	06/20/21	30610 CLARKSON PUBLIC SCHOOLS	C
10	00072509	167.98	06/20/21	30878 COLUMBUS CARPET INC	C
10	00072510	4,151.56	06/20/21	31035 COLUMBUS PUBLIC SCHOOLS GENERAL FUNDS	C
10	00072511	225.00	06/20/21	31029 COLUMBUS PUBLIC SCHOOLS LUNCH FUND	C
10	00072512	699.99	06/20/21	31230 CONNECTING POINT	C
10	00072513	150.00	06/20/21	12068 COUNCIL OF ADMIN OF SPED, INC (CASE)	C
10	00072514	162.80	06/20/21	4812 CUBBY'S, INC.	C
10	00072515	1,744.00	06/20/21	40190 DAKTECH COMPUTERS	C
10	00072516	357.14	06/20/21	40235 DAVID CITY PUBLIC SCHOOL	C
10	00072517	1,460.78	06/20/21	40725 EAKES OFFICE SOLUTIONS	C
10	00072518	207.15	06/20/21	50060 EAST BUTLER PUBLIC SCHOOL	C
10	00072519	541,440.91	06/20/21	50825 ED SERVICE UNIT 7-PAYROLL	C
10	00072520	2,623.60	06/20/21	70428 EMILY DELP	C
10	00072521	1,774.19	06/20/21	50630 ERNST AUTO CENTER	C
10	00072522	196.43	06/20/21	7560 HOSTED SERVICES	C
10	00072523	34,298.00	06/20/21	50652 ESUCC	C
10	00072524	321.00	06/20/21	5533 FAS-BREAK WINDSHIELD REPAIR	C
10	00072525	437.00	06/20/21	7226 FIREGUARD	C
10	00072526	82.64	06/20/21	60056 FIRST NATIONAL BANK	C
10	00072527	468.64	06/20/21	70060 GENE STEFFY FORD	C
10	00072528	4,990.00	06/20/21	10685 GLOWFORGE INC	C
10	00072529	318.90	06/20/21	7013 GREAT PLAINS COMMUNICATIONS	C
10	00072530	255.06	06/20/21	12009 HAILEY PHELPS	C
10	00072531	589.68	06/20/21	11460 HAYLEY MURPHY	C
10	00072532	904.00	06/20/21	80367 OMAHA'S HENRY DOORLY ZOO & AQUARIUM	C
10	00072533	11.54	06/20/21	12041 HOLLY SPRUNK	C
10	00072534	558.00	06/20/21	80543 HOMETOWN LEASING	C
10	00072535	211.55	06/20/21	80670 HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	C
10	00072536	187.50	06/20/21	80860 HUMPHREY PUBLIC SCHOOL	C
10	00072537	177.86	06/20/21	80880 HY-VEE	C
10	00072538	179.99	06/20/21	90088 INDOFF INCORPORATED	C
10	00072539	7,300.00	06/20/21	11924 JAMES CAIN	C
10	00072540	429.52	06/20/21	3387 JENNIFER FISTLER	C

A/P Summary Check Register

FPREG01A

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10	00072543	129.92	06/20/21	260092 JUDY A ZADINA	C
10	00072544	584.08	06/20/21	110030 JULIE R KAHLER	C
10	00072545	3,942.00	06/20/21	6300 KAGAN PROFESSIONAL DEVELOPMENT	C
10	00072546	1,275.00	06/20/21	260089 KATHLEEN ZADINA	C
10	00072547	46.50	06/20/21	110235 KIDDIE CAB	C
10	00072548	30.46	06/20/21	12050 KIMBERLY LOSEKE	C
10	00072549	113,525.99	06/20/21	120129 LAKEVIEW COMMUNITY SCHOOLS	C
10	00072550	281.12	06/20/21	6718 LAURA PLAS	C
10	00072551	101.37	06/20/21	120223 LEIGH COMMUNITY SCHOOLS	C
10	00072552	17.66	06/20/21	120314 LINCOLN JOURNAL STAR	C
10	00072553	600.00	06/20/21	40200 LINDA DAMMANN	C
10	00072554	391.44	06/20/21	40545 LISA DURANSKI	C
10	00072555	1,902.15	06/20/21	120550 LOUP POWER DIST	C
10	00072556	600.00	06/20/21	220090 LYNN VOLLBRACHT	C
10	00072557	100.00	06/20/21	130056 MADISON COUNTY CLERK	C
10	00072558	874.94	06/20/21	130060 MADISON HIGH SCHOOL	C
10	00072559	12.53	06/20/21	130070 MAILBOX, THE	C
10	00072560	81.65	06/20/21	12025 MALLORIE KOCH	C
10	00072561	82.10	06/20/21	5410 MARK BRADY	C
10	00072562	73.25	06/20/21	130378 MENARDS	C
10	00072563	3,754.91	06/20/21	10007 MIDLANDS PRINTING & BUSINESS FORMS, INC	C
10	00072564	2,271.00	06/20/21	11355 MIOTEES CUSTOM T-SHIRTS	C
10	00072565	375.66	06/20/21	130547 MNJ TECHNOLOGIES	C
10	00072566	1,662.35	06/20/21	130733 MUELLER SPRINKLERS	C
10	00072567	1,104.42	06/20/21	11851 McPHILLIPS ELECTRIC LLC	C
10	00072568	185.00	06/20/21	140044 NAMTC(NAT'L ASSN OF MEDIA/TECH	C
10	00072569	3,735.00	06/20/21	140351 NCSA	C
10	00072570	127.29	06/20/21	140570 NEBRASKA TECHNOLOGY & TELECOM.	C
10	00072571	6,709.65	06/20/21	11665 NEW FRONTIER 21, LLC	C
10	00072572	101.37	06/20/21	9644 NORTH BEND CENTRAL	C
10	00072573	517.50	06/20/21	140760 NOVICKI FIRE PREVENTION	C
10	00072574	105.78	06/20/21	150290 O'NEILL PUBLIC SCHOOLS	C
10	00072575	195.92	06/20/21	150081 OFFICE NET	C
10	00072576	1,350.00	06/20/21	150251 OMAHA WORLD HERALD	C
10	00072577	60,960.00	06/20/21	8044 ON TO COLLEGE	C
10	00072578	130.00	06/20/21	160033 PALMER PUBLIC SCHOOL	C
10	00072579	74.10	06/20/21	12017 PAPER TIGER SHREDDING	C
10	00072580	2,994.00	06/20/21	11860 PLASMACAM, INC	C
10	00072581	162.83	06/20/21	160672 PRESTO-X	C
10	00072582	32.83	06/20/21	170029 QUALITY SOUND	C
10	00072583	51.52	06/20/21	21001 RACHEL BURGESS	C
10	00072584	248.08	06/20/21	30268 SANDY CERNY	C
10	00072585	238.00	06/20/21	981 SARAH WACHA	C
10	00072586	100.00	06/20/21	190037 SAUNDERS CO. CLERK	C
10	00072587	320.50	06/20/21	190150 SCHOOL SPEC SUPPLY INC	C
10	00072588	270.00	06/20/21	10421 SEI SECURITY	C
10	00072589	260.96	06/20/21	8524 SHAYNA CEPTEL	C
10	00072590	418.70	06/20/21	190390 SHELBY-RISING CITY PUBLIC SCHOOL	C
10	00072591	83.93	06/20/21	190396 SHERWIN WILLIAMS	C
10	00072592	135.92	06/20/21	3816 STAPLES ADVANTAGE	C
10	00072593	4,649.80	06/20/21	190850 STATE OF NEBRASKA - DEPARTMENT OF ADMIN	C
10	00072594	351.39	06/20/21	191085 SUPER SAVER	C
10	00072595	140.23	06/20/21	140691 THE HOME DEPOT PRO	C

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
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10	00072597	50.00	06/20/21	200500 TYPHOON WASH	C
10	00072598	112.25	06/20/21	200606 U & I SANITATION	C
10	00072599	2,015.00	06/20/21	210160 UNL-ATTN: JENNY GILMORE	C
10	00072600	155.12	06/20/21	11991 VELVET GRAMAJO	C
10	00072601	1,332.42	06/20/21	10320 VERIZON WIRELESS	C
10	00072602	1,156.76	06/20/21	230037 WAKEFIELD PUBLIC SCHOOL	C
10	00072603	72.07	06/20/21	230049 CAPITAL ONE-WALMART (SPED)	C
10	00072604	459.86	06/20/21	230051 WALMART CAPITAL ONE - MIG	C
10	00072605	202.74	06/20/21	230195 WAYNE COMM. SCHOOLS	C
10	00072606	313.00	06/20/21	240454 YORK NEWS TIMES	C
10	00072607	154.56	06/20/21	10510 ABBY PFISTER	A
10	00072608	210.56	06/20/21	1082 ANGEL D MAYBERRY	A
10	00072609	414.40	06/20/21	40709 ANN DUBAS	A
10	00072610	148.96	06/20/21	990 BRANDY ROSE	A
10	00072611	307.44	06/20/21	5967 CASSANDRA RUTH	A
10	00072612	372.40	06/20/21	9512 CASSIE KRINGS	A
10	00072613	255.36	06/20/21	11690 CHRIS HILLIARD	A
10	00072614	369.04	06/20/21	70017 CYNTHIA ALARCON	A
10	00072615	508.48	06/20/21	180474 DARLENE RODRIGUEZ	A
10	00072616	1,816.64	06/20/21	3948 DARUS METTLER	A
10	00072617	690.48	06/20/21	10529 DAVID VANDERHEIDEN	A
10	00072618	93.52	06/20/21	60033 ELISSA HEIBEL	A
10	00072619	400.96	06/20/21	7099 HALEY KUNZE	A
10	00072620	676.48	06/20/21	20135 ISAURA BARRETO	A
10	00072621	187.60	06/20/21	8559 JACLYN TERNUS	A
10	00072622	468.16	06/20/21	9580 JASON TROTTER	A
10	00072623	457.52	06/20/21	10952 JENNIFER RIVERA	A
10	00072624	166.88	06/20/21	9741 JENNIFER ZYSSET	A
10	00072625	448.56	06/20/21	8540 JOLYNN KAHLANDT	A
10	00072626	85.12	06/20/21	6459 KAISE RECEK	A
10	00072627	132.16	06/20/21	8516 KATHERINE BOSAK	A
10	00072628	44.80	06/20/21	100521 KRIS JOHNSON	A
10	00072629	1,124.26	06/20/21	160636 LARIANNE POLK	A
10	00072630	195.32	06/20/21	190384 LARRY SHEFCYK	A
10	00072631	409.36	06/20/21	190434 LORI SIMANEK	A
10	00072632	1,495.76	06/20/21	11797 MARIA RODRIGUEZ	A
10	00072633	543.76	06/20/21	11479 MEGAN WELCH	A
10	00072634	775.04	06/20/21	4650 MELINDA VELECELA	A
10	00072635	646.80	06/20/21	8788 NATHALIE VARGAS	A
10	00072636	35.84	06/20/21	160280 PAULA PETERSON	A
10	00072637	627.76	06/20/21	5983 RACHEL GARNER	A
10	00072638	219.52	06/20/21	10375 RONELLE JACKSON	A
10	00072639	903.84	06/20/21	10960 ROSA WALDROP	A
10	00072640	468.98	06/20/21	130708 SHARON M BROWN	A
10	00072641	330.40	06/20/21	10740 SHELLI EICKMEIER	A
10	00072642	47.60	06/20/21	11436 TAMRA CLAY	A
10	00072643	28.00	06/20/21	10774 TRICIA SPIEKER	A
10	00072644	400.40	06/20/21	230361 WENDY WOLFE	A
10	00072645	987.28	06/20/21	10545 YARIBEY RODRIGUEZ	A

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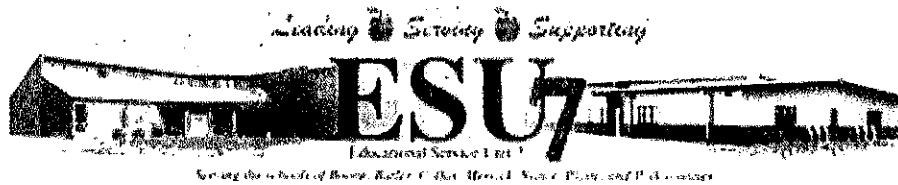
948,566.97

A/P Summary Check Register

FPREG01A

<u>Bank</u>	<u>Check No</u>	<u>Amount</u>	<u>Date</u>	<u>Vendor</u>	<u>Type</u>
				Total Manual Checks	.00
				Total Computer Checks	930,916.97
				Total ACH Checks	17,650.00
				Total Other Checks	.00
				Total Electronic Checks	.00
				Total Computer Voids	.00
				Total Manual Voids	.00
				Total ACH Voids	.00
				Total Other Voids	.00
				Total Electronic Voids	.00
				Grand Total	948,566.97
				Number of Checks	160

Batch Yr	Batch No	Amount
21	000211	92,985.64
21	000216	541,440.91
21	000219	89,700.49
21	000221	224,439.93



CERTIFICATED PROFESSIONAL CONTRACT

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

WITNESSETH: That ESU7 hereby agrees to employ the above named Party in the assignment of Special Education Director, subject to the following terms and conditions:

- 1 **Term of Employment.** This agreement shall commence on the 1st day of July, 2021 and may be terminated pursuant to Section 7 of this agreement. This term shall consist of 245 days of service in any given contract year, which are inclusive of vacation and exclusive of holidays.
- 2 **Compensation:** The Party shall be paid a yearly salary of \$108,927.00 paid in 12 monthly payments of \$9,077.25. The first salary installment shall be payable on the 20th day of July and on the 20th day of each month thereafter.
- 3 **Fringe Benefits:** ESU7 agrees to provide the same fringe benefits as annually approved by the Board of ESU7.
- 4 **Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.
- 5 **Policies, Rules and Regulations.** The Party agrees to be governed by the policies of the Board of ESU7, the rules and regulations of ESU7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU7 and rules and regulations of the ESU7 may be changed at any time, with or without notice to the Party.
- 6 **Duties.** The duties of the Party shall be as prescribed for the position and assignment, which duties shall be performed in accordance with standards, goals, and policies established by the Board of ESU7 and the ESU7 Administrator. The Party agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.

- 7 **Termination of Employment.** Should the party violate any of the terms of this contract, or in the performance of his/her assigned duties fail satisfactorily to perform, the Board of ESU7 may upon a finding of just cause, all as set forth hereafter, terminate this contract. Prior to any final decision to terminate this contract prior to the completion of the contract period, the ESU Administrator shall notify the party in writing of any conditions of unsatisfactory performance which the ESU Administrator considers may be just cause to terminate this contract prior to the end of the contract period. 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.** ESU7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU7 in accordance with such mileage reimbursement policies of the Board of ESU7 or as otherwise provided for the in the Negotiated Master Agreement.
- 11 **Entirety of Agreement and Amendments.** The Party certifies that he or she has read the foregoing Certificated Contract, fully understands its terms and conditions and agrees that the foregoing Certificated 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 Contract shall be subject to modification only by a written instrument signed by the Party and the ESU7 Administrator.
- 12 **Amendments to be in Writing.** This contract may be modified or amended only by a written document duly authorized and executed by the ESU7 Administrator and the Board.
- 13 **Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

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

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

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Party this 27 day of May, 2021.

Janina L. Clay
Party



**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 Ronelle Jackson, 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 13 day of August, 2021. This contract shall terminate on the 20 day of May, 2022, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 185 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: LMHP. 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 \$ 59,358.02 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$4946.50 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:

- 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 22 day of April, 2021.

Ronelle Jackson
Employee

Professional (Exempt) Notes/Comments
Do not print with contract
FOR OFFICE USE ONLY

Grant Coordinators
PD Coordinators



**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 Megan Welch, 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 13 day of August, 2021. This contract shall terminate on the 20 day of May, 2022, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 185 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: LMHP. 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 \$ 72,099.30 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$6008.28 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:

- 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 10 day of May, 2021.


Employee



**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 Nicki Brigham, 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 13 day of August, 2021. This contract shall terminate on the 20 day of May, 2022, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 185 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: NE Licensed Registered Nurse. 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.

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 \$ 55,786.89 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$4648.91 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:

- 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 13th day of May, 2021.

Michelle Brigham
Employee

Professional (Exempt) Notes/Comments
Do not print with contract
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Grant Coordinators
PD Coordinators

Article III, Section 1, D Requests, Cost, and Payment

- Services to Member School Districts. Services to be provided to member school districts are determined by the ESU Board, in collaboration with member school districts, and where the service involves use of core service funds or funds generated by the ESU property tax, obtaining the requisite approval for services from member school districts.

Services will be annually reviewed by the Administrator. Requests for new services are to be made to the Administrator and, if interest is sufficient, brought before the ESU Board.

The Administrator will communicate to member schools the process by which member school districts may request and pay for services.

- Services to Non-Member School Districts. ESU 7 establishes the following process by which services are provided to and paid for by non-member school districts:

Non-member school districts are those non-public schools and homeschools within the ESU 7 boundaries as well as public, non-public and homeschools outside ESU 7 boundaries.

The Educational Service Unit 7 Board will contract for services with a non-member school district only if the service is currently being offered to Educational Service Unit 7 member school districts and if providing the service does not require adding additional equipment or personnel beyond what the additional revenue would generate. The ESU 7 Board will not place a financial burden on Educational Service Unit 7 member school districts to provide a service to a non-member district. Costs for non-member school districts will be established and/or reviewed annually.

Legal Reference:	§79-1204, §79-1222, 79-1224, 79-1225 and 79-1242 NDE Rule 84, sections 3.05B
Date of Adoption:	August 20, 2018
Date of Review:	May 17, 2021 June 21, 2021

Article III, Section 7, G Internet Safety Policy

It is the policy of the ESU to comply with the Children's Internet Protection Act (CIPA) and Children's Online Privacy Protection Act (COPPA). With respect to the ESU's computer network, the ESU shall: (a) protect against user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) protect against unauthorized access, including so-called "hacking," and other unlawful activities online; (d) protect against unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the ESU's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
4. Supervision and Monitoring. It shall be the responsibility of all members of the ESU staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Administrator and the Administrator's designees.

5. Parental Consent. The ESU shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.
6. Adoption. This Internet Safety Policy shall be adopted by the Board at a public meeting, following normal public notice.

Educational Service Unit 7

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

ADMINISTRATORS, FACULTY AND STAFF AGREEMENT

In order to make sure that all members of the Educational Service Unit 7 community understand and agree to these rules of conduct for use of the e-mail and Internet systems of Educational Service Unit 7, Educational Service Unit 7 asks that you, as an administrator, faculty member, or staff member user, sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by Educational Service Unit 7, and I understand and will abide by those district guidelines and conditions for the use of the facilities of Educational Service Unit 7 and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

I agree not to hold Educational Service Unit 7, any of its employees, or any institution providing network access to Educational Service Unit 7 responsible for the performance of the system or the content of any material accessed through it.

Employee's Name _____

Employee's Signature _____ Date: _____

This form will be retained on file by authorized
faculty designee for duration of applicable
computer/network/Internet use.

[School's Name]
Addition to Student Code of Conduct

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

STUDENT'S AGREEMENT

In order to make sure that all members of [School's Name] community understand and agree to these rules of conduct, [Name] Public Schools asks that you as a student user sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the [School's Name], and I understand and will abide by those district guidelines and conditions for the use of the facilities of [School's Name] and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

Student's Name _____

Student's Signature _____ Date: _____

This form will be retained on file by authorized
faculty designee for duration of applicable
computer/network/Internet use.

[School's Name]
Addition to Student Code of Conduct
Appendix "3"

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

PARENT'S AGREEMENT

In order to make sure that all members of [School's Name] community understand and agree to these rules of conduct, we ask that you as a parent/guardian sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by [School's Name]. As parent or guardian of the student named below, I grant permission for my son or daughter to access networked computer services such as electronic mail (e-mail) and the Internet. I understand that this free access is designed for educational purposes. I also understand that individuals may be held liable for violations of those Terms and Conditions. However, I also recognize that it is impossible to restrict access to all controversial materials and I will not hold [School's Name] responsible for materials acquired or sent via the network.

I agree not to hold the [School's Name], any of its employees, or any institution providing network access to [School's Name] responsible for the performance of the system or the content of any material accessed through it.

Student's Name _____

Parent's Signature _____ Date: _____

This form will be retained on file by authorized faculty designee for the duration of applicable computer/network/Internet use.

Legal Reference:	47 USC § 254 (Children's Internet Protection Act)
Date of Adoption:	November 19, 2018
Date of Review:	June 15, 2020 June 21, 2021

Section 5 - Student Welfare

Article V, Section 5, A Child Abuse and Neglect

Any employee of ESU 7 who has reasonable cause to believe a child has been subjected to abuse or neglect or is being subjected to conditions which would result in abuse or neglect shall make a report or cause a report to be made of suspected abuse or neglect directly to local law enforcement or the Department of Health and Human Services, Child Protection Services (CPS). If there is an emergency, the report is to be made to local law enforcement immediately. To fulfill their statutory duty, the employee shall also make the report or confirm that the report has been made to local law enforcement or CPS. After the report is made, the employee must, within the same day, inform their immediate supervisor in order to coordinate investigations with law enforcement.

Confidentiality of the person making the report shall be maintained to the extent practicable. The Administrator or designee is to establish and implement procedures to ensure such confidentiality.

The Administrator or designee shall provide employees information and in-services as appropriate to ensure that employees fully understand their responsibility under the law and the ESU's procedures.

Legal Reference:	§ 28-711
Date of Adoption:	May 20, 2019
Date of Review:	June 15, 2020 June 21, 2021

Article V, Section 5, C Use of Restraints and Seclusion

Definitions

1. **Physical Restraint**. Physical restraint means one or more persons using a physical hold to restrict a student's freedom of movement as a response to student behavior. A light touching of a student while conducting a physical escort or a touching to provide instructional assistance is not a physical restraint for purposes of this guidance.
2. **Seclusion**. Seclusion is the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving as a response to student behavior.

Physical Restraint

1. **When Physical Restraint May be Used**. Physical restraint may be used in the following circumstances:
 - To prevent a student from completing an act that would result in injury to the student or others when there is a substantial risk that the student would commit the act.
 - A verbal threat by a student does not present a substantial risk that a student would commit an aggressive act **unless** the student also demonstrates the ability, the intent, and the immediacy to carry out the threat.
 - Destruction of or damage to property does not present a substantial risk of personal injury **unless** personal injury would be caused as a result of the destructive act (for example, throwing sharp or heavy objects when others are present, or the person whose property is about to be destroyed is likely to react physically if the person's property were destroyed). (Note: If a student is about to destroy or damage property, the act of grasping the student's arm or leg solely to prevent the striking, throwing or kicking of the item is not prohibited).
 - To move a student to a seclusion room, or to remove a student to another location because the student is creating a substantial disruption to others, in circumstances where the student is unable to be moved or removed without the use of physical restraint; and
 - In circumstances where the student's IEP or a Behavioral Plan provides for the use of physical restraint in circumstances other than the foregoing. If it is anticipated that physical restraint may need to be used with a special education student, the IEP team is to discuss and include use of physical restraint in the student's IEP if the IEP team determines use of physical restraint to be appropriate. (Note: IEPs or Behavioral Plans should not provide for such physical restraint except in those circumstances where the professional staff

determines that non-aversive or positive intervention strategies would not be effective).

Physical restraint may not be used:

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

Conditions. Use of physical restraint shall take into consideration the safety and security of the student.

In determining whether a student who is being physically restrained should be removed from the area where such restraint was initiated, the staff shall consider the potential for injury to the student, the student's privacy interests, and the educational and emotional well-being of other students in the vicinity.

If physical restraint is imposed upon a student whose primary mode of communication is sign language or an augmentative mode, the student shall be permitted to have his or her hands free of restraint for brief periods, unless staff determines that such freedom appears likely to result in harm to the student or others.

1. Timeline. Physical restraint is to be used only as long as necessary to resolve the reason for which it was initiated.
2. Training. Physical restraint shall be applied only by individuals who have received systematic training that includes all the elements described below. An individual who applies physical restraint shall use only techniques in which he or she has received such training within the preceding two (2) years.

Training with respect to physical restraint may be provided either by the ESU or by an external entity and shall include, but need not be limited to:

- Appropriate procedures for preventing the need for physical restraint, including the de-escalation of problematic behavior, relationship-building, and the use of alternatives to restraint;
- A description and identification of dangerous behaviors on the part of students that may indicate the need for physical restraint and methods for evaluating the risk of harm in individual situations in order to determine whether the use of restraint is warranted;
- The simulated experience of administering and receiving a variety of physical restraint techniques, ranging from minimal physical involvement to very controlling interventions;
- Instruction regarding the effects of physical restraint on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
- Instruction regarding documentation and reporting requirements and investigation of injuries and complaints; and
- Demonstration by participants of proficiency in administering physical restraint.

An individual may provide training to others in a particular method of physical restraint only if he or she has completed training in that technique that meets the foregoing requirements within the preceding one-year period.

Seclusion

1. When Seclusion May be Used.

Seclusion may be used in the following circumstances:

- When a student's behavior is so out of control that the student's behavior creates a risk of injury to the student or others;
- When a student's behavior is so out of control that the student is causing a substantial disruption to school activities and there is no other technique and no other place the student may be moved to prevent continued disruption;
- When a student's behavior is so out of control that the student is unable to engage in educational activities and there is no other technique that could reasonably be employed to allow the student's emotions to cool down and engage in appropriate behaviors and educational activities; and
- The student has an IEP or a Behavioral Plan which provides for the use of seclusion in circumstances other than the foregoing. If it is anticipated that seclusion may need to be used with a special education student, the IEP team is to discuss and include the use of seclusion in the student's IEP if the IEP team determines use of seclusion to be appropriate. (Note: IEPs or Behavioral Plans should not provide for the use of seclusion except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Seclusion may not be used:

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

Conditions. Use of seclusion shall take into consideration the safety and security of the student. Enclosures used for seclusion, other than enclosures used on a temporary basis, shall:

- Have the same ceiling height as the surrounding room or rooms and be large enough to accommodate not only the student being isolated but also any other individual who is required to accompany that student.
- Be constructed of materials that cannot be used by students to harm themselves or others, be free of electrical outlets, exposed wiring, and other objects that could be used by students to harm themselves or others, and be designed so that students cannot climb up the walls (including walls far enough apart so as not to offer the student being isolated sufficient leverage for climbing).
- If an enclosure used for isolated time out is fitted with a door, the door shall either be a steel door or a wooden door of solid-core construction. If the door includes a viewing panel, the panel shall be unbreakable.

- Be designed to permit visual monitoring of and communication with the student sufficient to ensure the student's safety and security. For students who do not communicate verbally, arrangements shall be made to permit the student to periodically communicate the student's needs.
- If a locking mechanism is used on the enclosure, the mechanism shall be constructed so that it will engage only when a key, handle, knob, or other similar device is being held in position by a person, unless the mechanism is an electrically or electronically controlled one that is automatically released when the building's fire alarm system is triggered. Upon release of the locking mechanism by the supervising adult, the door must be able to be opened readily.

The procedures for use of seclusion include:

- An adult who is responsible for supervising the student shall remain within close proximity of the enclosure.
- The adult responsible for supervising the student must periodically check on the student visually if possible.

Timeline. A student shall not be kept in seclusion for more than 20 minutes after the student ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which isolated time out would be an appropriate intervention.

Training. Orientation will be provided to staff members who are anticipated to be involved in the use of seclusion. The orientation shall cover the procedures contained in this Guidance.

Documentation and Evaluation

1. Documentation of Use of Physical Restraint or Seclusion. A written record of each use of seclusion or physical restraint shall be prepared and maintained in the student's Learning Academy record. The student's resident school district, shall also maintain a copy of each such record. Each such record shall include:
 - The student's name;
 - The date of the incident;
 - The beginning and ending times of the incident;
 - A description of any relevant events leading up to the incident;
 - A description of any interventions used prior to the implementation of physical restraint or seclusion;
 - A description of the incident and/or student behavior that resulted in implementation of physical restraint or seclusion;
 - A log of the student's behavior during physical restraint or seclusion, including a description of the restraint technique(s) used and any other interaction between the student and staff;
 - A description of any injuries (whether to students, staff, or others) or property damage;

- A description of any planned approach to dealing with the student’s behavior in the future;
- A list of the school personnel who participated in the implementation, monitoring, and supervision of physical restraint or seclusion;
- The date on which the parent or guardian was notified.

The record shall be completed by the beginning of the school day following the use of seclusion or physical restraint.

1. Notification of Administration. ESU 7 Special Education Director or Director designee shall be notified of the incident as soon as possible, but no later than the end of the school day on which it occurred.
2. Notification of Parent or Guardian. Within 24 hours after use of seclusion or physical restraint, the ESU 7 Special Education Director or designee shall send written notice of the incident to the student’s parents or guardians, unless the parent or guardian has provided the ESU a written waiver of this requirement for notification. The parent or guardian shall be informed of the date of the incident, a description of the intervention (physical restraint or seclusion) used, and who at the school may be contacted for further information.
3. Evaluation. An evaluation shall be conducted whenever a physical restraint exceeds 15 minutes or results in physical injury, whenever a seclusion exceeds 30 minutes, or use of physical restraint or seclusion is repeated with an individual student during any three-hour period:
 - A certified staff person trained in the use of physical restraint, or knowledgeable about the use of seclusion, as applicable, shall evaluate the situation.
 - The evaluation shall consider the appropriateness of continuing the procedure in use, including the student’s potential need for medication, nourishment, or use of a restroom, and the need for alternate strategies (e.g., assessment by a mental health crisis team, assistance from police, or transportation by ambulance).

The results of the evaluation shall be committed to writing and copies of this documentation shall be placed into the student’s Learning Academy student record and provided to the ESU 7 Special Education Director or designee.

ESU 7 shall review Article V, Section 5, C, Restraint and Seclusion Policy annually.

Legal Reference:	
Date of Adoption:	June 17, 2019
Date of Review:	June 15, 2020 June 21, 2021

Article V, Section 5, D Removal of Students and Interviews of Students

1. Removal of Students by Law Enforcement Officials

In dealing with law enforcement officials, ESU employees are not to obstruct government operations or unreasonably refuse or fail to aid a peace officer, but are also to attempt to prevent undue interference with ESU operations or educational programming.

A peace officer may in the line of duty require a student to accompany him for questioning or detention, either with or without an arrest warrant. A peace officer has the lawful authority to take immediate temporary custody of children under the age of 18 without a warrant or order of the court (1) when, in the presence of the officer, the juvenile has violated a state law or municipal ordinance; (2) when a felony has been committed and the officer has reasonable grounds to believe that the juvenile committed it; (3) when such juvenile is seriously endangered in his or her surroundings and immediate removal appears to be necessary for the juvenile's protection; or (4) when there are reasonable grounds to believe that the juvenile has run away from his or her parent, guardian, or custodian. A probation officer assigned to a student by a court also has the statutory authority to arrest a student in certain circumstances and that power is similar to the power granted to a peace officer by law.

If a peace officer or probation officer requests custody of a student who is at that time under the control and jurisdiction of the ESU:

- a. The student should be released after appropriate measures are taken and documented to ensure that the officer has the authority to take the student.
- b. Upon releasing the student, the school in which the student is enrolled has a statutory responsibility to inform the student's parent or guardian of the removal. To assist the school in meeting this responsibility, the ESU employee who has released the student shall contact an appropriate administrator of the school in which the student is enrolled. The school administrator shall be informed of any circumstances that warrant a delay in immediately contacting the parent or guardian, such as information which suggests that immediate notification could interfere with the peace officer's performance of duties or create a dangerous situation for the student or peace officer.

In some instances there may be orders for custody of a student served by the FBI, a federal marshal, a postal inspector, another federal officer, state official, or officers from outside the jurisdiction of the ESU. While these officers may have authority to arrest and remove students, local law enforcement should be contacted and requested to participate in or monitor the removal.

A student should not be released to a private detective or “special police officer” who is not an officer of a Nebraska political subdivision or an officer of some agency of the federal government without consent of the student’s parent, guardian or custodian.

2. Interviews of Students by Law Enforcement Officials

Unless a student is placed under arrest, a peace officer or probation officer will not be permitted to remove a student from the control and jurisdiction of the ESU for questioning unless permission of the student’s parent, guardian or custodian is obtained. Law enforcement officers should be urged to contact students outside the instructional day and off ESU premises whenever possible. Questioning or interview of students on ESU premises should only take place pursuant to the following guidelines:

- a. If an interview of a student is requested during school hours concerning an ongoing investigation of a crime not related to the ESU, questioning should not take place until the student’s parent, guardian or custodian has been contacted, either by the ESU or by an appropriate administrator of the school in which the student is enrolled, and permission is given for such an interview. The consent should be documented. The presence of an ESU employee during the interview is not necessary.
- b. If an investigator represents that an interview is necessary to collect information concerning an allegation of child abuse or neglect or an offense involving a family relation and it is clear that obtaining parental consent for the interview would be impossible or counter-productive, the interview may be conducted on ESU premises without such consent. In these situations, an employee of the ESU or the school in which the student is enrolled should be present during the interview to ensure that the interview relates only to those matters specified by the law enforcement official.
- c. If the investigation relates to an incident which took place on ESU or school premises or during instructional time, it is not necessary to obtain parental consent for an interview. In these situations, an employee of the ESU or the school in which the student is enrolled should be present during the interview to ensure that the interview relates only to the incident which took place on ESU or school premises or during instructional time or something which is directly related thereto.
- d. A probation officer assigned to a student by a court may be allowed the opportunity, on request, to interview a student on ESU premises free from the observation of other children or individuals. In such situations, it is neither necessary nor desirable that an ESU employee be present during the interview. It also is not necessary to obtain the consent of the parent, guardian, or custodian for the interview.

3. Disclosure of Student Records

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ESU employees shall not, in the course of dealing with a peace officer or probation officer, disclose any confidential student records or information from such student records other than in response to a court order or subpoena or as otherwise authorized by state law and the Family Educational Rights and Privacy Act (FERPA).

4. Interviews of Students by Persons other than Law Enforcement Officials

Any person other than an employee or agent of the ESU or of the school in which the student is enrolled who comes to ESU premises to interview a student or remove a student prior to the end of the student's instructional day must obtain permission of the Administrator or designee.

Permission to remove is not to be granted unless authorized by the student's parent, guardian or custodian or a person authorized by the student's parent, guardian or custodian.

Permission to interview is not to be granted unless that person has a clearly valid and proper reason and such is not disruptive to ESU operations or the student's educational program. Ordinarily such contacts shall be restricted to the student's parent, guardian or custodian or a friend of the family when an emergency or other similar circumstance exists.

Legal Reference:	§ 43-248; § 43-418; § 79-294 § 79-2,104 (student records) 20 U.S.C. 1232g (FERPA)
Date of Adoption:	June 17, 2019
Date of Review:	June 15, 2020 June 21, 2021

Article V, Section 6, B Search and Seizure

The ESU exercises exclusive control over lockers, desks and other such property that is owned by the ESU and made available for use by students. Students should not expect privacy regarding items placed in or on such property because ESU property is subject to search at any time by ESU officials. Periodic, random searches of student lockers may be conducted at the discretion of the administration.

The following rules shall apply to the search and seizure of items in a student's possession or control:

1. ESU officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or rule violation.
2. Illegal items or other items reasonably determined to be a threat to the safety of others, a threat to educational purposes, or a prohibited nuisance item may be seized by ESU officials. Any firearm shall be confiscated and delivered to law enforcement as soon as practical.
3. Items which are used to disrupt or interfere with the educational process may be removed from student possession.
4. The appropriate administrator of the school in which the student is enrolled is to be notified when items are discovered that would warrant discipline of the student under the school's student code of conduct.

Legal Reference:	
Date of Adoption:	June 17, 2019
Date of Review:	June 15, 2020 June 21, 2021

Article V, Section 6, C Anti-Bullying

It is the policy ESU 7 to provide a physically safe and emotionally secure environment for students and staff. The administration and staff are to implement strategies and practices to reinforce and encourage positive behaviors by students. Positive behaviors include non-violence, cooperation, teamwork, understanding, and acceptance of others. The administration and staff are to implement strategies and practices to identify and prevent inappropriate behaviors by all students, including anti-bullying education for all students.

Inappropriate behaviors include bullying, intimidation, and harassment. Bullying means any ongoing pattern of physical, verbal, or electronic abuse in areas within the control or jurisdiction of the ESU.

Legal Reference:	
Date of Adoption:	June 17, 2019
Date of Review:	June 15, 2020 June 21, 2021

Article V, Section 7, B Dispensing Medications

The administration of medication to students is to be limited to medications that must be taken while students are participating in ESU programs or otherwise under the control and jurisdiction of the ESU. Adjustment of dosage intervals should be considered before medication is administered by ESU employees.

All medications administered by ESU personnel shall be administered in accordance with the Medication Aide Act.

1. **Authorizations for Prescription Medications.** Prescription medications may be administered when the following are on file with the ESU:
 - a. **Physician's Authorization:** A physician's signed, dated authorization including name of the medication, dosage, administration route, time to be given and reason the student is receiving the medication.
 - b. **Caretaker's Authorization:** A caretaker's signed and dated authorization or permission to administer the medication during school. (Note: All references to "caretaker" in this policy shall mean a parent, foster parent, family member, or legal guardian who provides care for the student for whom medication is to be administered. The laws include a "friend" as a caretaker, but the school will not ordinarily recognize such an individual as a "caretaker" for the purposes of medication administration).
 - c. **Original Packaging:** The medication is in its original packaging and is labeled as dispensed by the prescriber or pharmacist. The label must name the student and identify the medication, strength, time interval and route to be administered. If needed, the physician may be contacted for clarification.

2. **Authorizations for Non-Prescription Medications.** Non-prescription medications may be administered provided that a caretaker's authorization is provided in the form established by the Administrator or designee and the medication is in its original packaging.

3. **Renewal of Authorizations.** Medication authorizations must be renewed annually and updated immediately as changes occur.

4. **Documentation.** Accurate medication administration records are to be kept and maintained. Documentation of each dose of medication administered shall be made reflecting the student's name, the name of the medication, date, time, dosage, route, the signature and title of the person administering the medication and any unusual observations, and any refusal by the recipient to take or receive the medication. Medication documentation shall be kept confidential in accordance with the policies and practices concerning student records, provided that medication administration records shall be available to the Department of Education and the Department of Health and Human Services Regulation and Licensure for inspection and

copying according to the Family Education Rights and Privacy Act (FERPA) requirements. Such medication administration records shall be maintained for not less than two years.

5. Storage. Medication shall be stored in a locked or otherwise secure area in accordance with the manufacturer's or dispensing pharmacist's instructions or temperature, light, humidity, or other storage instructions. Only authorized personnel who are designated by the administration shall have access to the medications. The school nurse shall establish procedures for monitoring the storage and handling of medication, the medication's expiration date, and the disposal of medication.

6. Receipt and Disposal of Medications. Medication shall be delivered to ESU personnel and picked up by the parent or school district personnel when accompanied by signed/dated permission to do so. When medication is received, the amount received should be documented. Medication which is either past the expiration date or not claimed by the parent in person or a designated school district personnel by a reasonable time following the student's departure from the ESU program shall be destroyed. Procedures for destroying medication shall include witness and documentation.

7. Administration of Medication by ESU Personnel.

a. Administration of Medication: Administration of medication includes, but is not limited to:

- i. Providing medications for another person according to the "five rights" (getting the right drug to the right recipient in the right dosage by the right route at the right time);
- ii. Recording medication provision; and
- iii. Observing, monitoring, reporting, and otherwise taking appropriate actions regarding desired effects, side effects, interactions, and contraindications associated with the medication.

b. Authorized ESU Personnel: Administration of medication shall only be done by the following:

- i. Health Care Professionals (School Nurses). This means an individual who holds a current license from the Department of Health and Human Services Regulation and Licensure for whom administration of medication is included in the scope of practice. For purposes of this Policy, such individuals are referred to as "school nurses."
- ii. Medication Competent Staff. This means a staff member of the ESU who, by arrangement with the school in which the student is enrolled is an employee of the ESU for purposes of the medication administration laws and who has been determined to be competent to administer medication in accordance with the competency assessment standards established by law. A medication competent staff member is to be subject to direction and monitoring, which involves responsibility for observing and taking appropriate action regarding any desired effects, side effects, interactions, and contraindications associated with the medication. Direction and monitoring is to be done by a recipient with capability

and capacity to make an informed decision about medications, a caretaker, or the school nurse. Medication competent staff members are to promptly report any medication errors or concerns to the school nurse.

c. Routes of Medication Administered by ESU Personnel:

- i. Routine Medication via Oral, Inhalation, Topical, and Instillation Routes: School nurses and medication competent staff may provide routine medications (meaning the frequency of administration, amount, strength, and method are specifically fixed) by the following routes:
 1. Oral, which includes any medication given by mouth including sublingual (placing under the tongue) and buccal (placing between the cheek and gum) routes and oral sprays;
 2. Inhalation, which includes inhalers, and nebulizers. Oxygen may be given by inhalation;
 3. Topical application of sprays, creams, ointments, and lotions and transdermal patches; and
 4. Instillation by drops, ointments, and sprays into the eyes, ears, and nose.
- ii. Administration of Medication via Additional Routes, PRN Medication, and Observing and Reporting: School nurses and medication competent staff may provide medication by additional routes (“additional routes”), provide PRN medication (PRN medication means an administration scheme in which a medication is not routine, is taken as needed, and requires assessment for need and effectiveness), or participate in observing and reporting for monitoring medications only under the following conditions:
 1. In the case of a medication competent staff member, a determination has been made by the school nurse or by the student’s physician or duly licensed health care professional that these activities can be done safely for the specified recipient by the medication competent staff member and the determination is placed in writing.
 2. Directions for additional routes must be for recipient specific procedures and must be in writing.
 3. Directions for PRN medication must be in writing and include parameters for provision of PRN medication.
 4. Directions for observing and reporting for monitoring medication must be in writing and include the parameters for the observation and reporting.
 5. ESU personnel administering the medication shall comply with the written directions.
- iii. Injections: School nurses will ordinarily be responsible for medications that must be provided or administered by injection. A medication competent staff member will not ordinarily administer medications by injection without specific training on injection administration. Students may be authorized to self-administer medication as hereafter provided.

d. Refusal to Administer Medication: The ESU may refuse to give a medication if after a reasonable and prudent research by an ESU or school health care professional a

decision has been made that the dosage prescribed exceeds that which is recommended in the Physician's Desk Reference, Mosby's Nursing Drug Reference, the most recent edition of the Nursing Drug Handbook, or other pharmaceutical manuals handbook; or when a drug or substance is not currently approved by the FDA. When ESU personnel refuse to carry out a request to administer medication, the Administrator or designee is to be notified and efforts are to be made to work out a suitable solution (such as changing the time of administration, the dosage, or the medication) with the parent or guardian and the physician.

Legal Reference:	§§ 71-6718 to 71-6742; NDE Rule 59
Date of Adoption:	June 17, 2019
Date of Review:	June 15, 2020 June 21, 2021

Article V, Section 7, E Emergency Medical Aid

When a student is receiving services in a program under the control or supervision of the ESU, ESU employees are to utilize the skills within their capacity to respond to health emergencies. Employees are to render medical aid to students in need of emergency medical services or, as appropriate, arrange for the transportation of the student to the nearest facility where professional medical assistance is available.

Every effort should be made by ESU 7 employees to contact the student’s parent or guardian, if time allows for such contact under emergency circumstances; but the primary interest is the health of the student. In the event that emergency circumstances do not allow the employee to contact a parent or guardian prior to the rendering of medical assistance, then the employee should contact the parent or guardian at the earliest practical time under the circumstances.

Legal Reference:	
Date of Adoption:	May 20, 2019
Date of Review:	June 21, 2021

Article V, Section 7, F Wellness

It is the policy of ESU 7 to provide curriculum, instruction, and experiences in a health promoting environment to instill habits of lifelong learning and health when providing services to students in its own school programs, to be generally consistent with that in place in the schools from which students served by ESU 7 are enrolled. Therefore, the Board adopts the following Wellness Policy applicable to any school program in which the services are provided by ESU 7 in a school-setting other than within a school district served by ESU 7.

1. Goals to Promote Student Wellness

Level III Programs have established the following student wellness goals that are designed to promote student wellness in a manner that Level III Programs determine to be appropriate:

- Nutrition Education. To implement a curriculum that meets or exceeds the health and nutrition education objectives established by the Nebraska Department of Education.
- Physical Activity. To implement a curriculum that meets or exceeds the health and physical education objectives established by the Nebraska Department of Education.
- Other School Activities. To offer other suitable opportunities for students to engage in health-promoting activities.

The ESU 7 Administrator or designee shall establish such further goals as are determined appropriate to meet the stated mission.

2. Nutrition Guidelines

Nutrition guidelines have been selected by Level III Programs for all foods available to students during the school day with the objective of promoting student health and reducing childhood obesity. The guidelines are as follows:

- any lunch program offered by Level III Programs will meet or exceed the requirements of federal and state law and regulatory authorities and
- no food in competition with the school lunch program shall be sold or otherwise made available to students anywhere on Level III Programs premises during the period of one-half hour prior to serving lunch and lasting until one-half hour after the serving of lunch. The ESU 7 Administrator or designee shall establish such further nutrition guidelines as are determined appropriate to meet the stated mission.

3. Plan for Measuring Implementation and Designation of Responsible Persons

The ESU 7 Administrator or the Administrator's designee is charged with operational responsibility for ensuring that the ESU meets the Wellness Policy. The ESU 7 Administrator or designee shall measure implementation of the Wellness Policy by conducting periodic reviews or receiving periodic reports.

Due to the unique nature of Level III Programs, it is understood that all students have an Individualized Education Plan (IEP), which will provide the basis for the Wellness Policy guidelines.

4. Development of Policy

Level III Programs assure that development of the Wellness Policy involves the ESU Board, administrators, and staff.

ESU 7 shall review Article V, Section 7, F Wellness Policy annually.

Legal Reference:	
Date of Adoption:	June 17, 2019
Date of Review:	June 15, 2020 June 21, 2021

May '21 Treasurer Report

Beginning Balance May 1, 2021			\$116,083.98		
RECEIPTS					
Property taxes			\$703,312.35		
SPED			\$378,231.20		
General/Flow Through			\$116,746.69		
Grants			\$358,476.75		
TOTAL RECEIPTS			\$1,556,766.99	\$1,556,766.99	
				\$1,672,850.97	
Transfer to Money Market				\$680,000.00	-
Total Funds Available				\$992,850.97	
DISBURSEMENTS:					
General Fund			\$303,230.83		
SPED			\$341,820.71		
Grants			\$227,084.29		
Total DISBURSEMENTS Check #72342 thru #72485			\$872,135.83	\$872,135.83	-
Ending balance, MAY 31, 2021				\$120,715.14	

Checking balance					\$120,715.14
Money Market Deposit Account at First National Bank					\$3,895,000.00
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
TOTAL CASH ON HAND (includes cash reserve amount below)					\$4,615,715.14

CASH RESERVE	\$1,304,205.11				
Funds that are due to ESU 7					
Grants				(\$817,075.74)	
Outstanding Receivables				(\$34,663.42)	
Total due to ESU 7				(\$851,739.16)	

	2019-2020	2020-2021	2019-2020	2020-2021		
	Dollars Spent Per Month	Dollars Spent Per Month	Percentage spent each month	Percentage spent each month		
September	\$233,847.34	\$219,458.69	9.03%	8.41%	Total Budget	\$13,640,055.21
October	\$75,569.32	\$193,540.30	2.92%	7.42%	30% of budget	\$4,092,016.56
November	\$202,501.62	\$170,793.79	7.82%	6.55%	Total budget spent to date	\$5,563,910.99
December	\$164,982.58	\$170,207.74	6.37%	6.53%		
January	\$177,711.62	\$163,271.84	6.86%	6.26%	NOTES	
February	\$170,936.81	\$185,946.19	6.60%	7.13%		
March	\$162,892.28	\$160,023.15	6.29%	6.13%		
April	\$168,956.78	\$175,952.25	6.52%	6.75%		
May	\$159,258.47	\$188,816.11	6.15%	7.24%		
June	\$180,820.12	\$0.00	6.98%	0.00%		
July	\$185,558.73	\$0.00	7.17%	0.00%		
August	\$220,767.89	\$0.00	8.52%	0.00%		
Approved Total General Budget for Levy \$			\$2,589,759.94	\$2,608,410.23		
Total Spent to date			\$2,103,803.56	\$1,628,010.06		
Dollars approved from cash reserve				\$0.00		

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:	LB-1080 (2020) Neb. Rev. Stat. Sec. 79-879
Date of Revision:	October 20, 2020 June 21, 2021
Date of Adoption:	February 18, 2019

Article IV, Section 10, D Standards of Ethical and Professional Performance for Professional Employees

The State of Nebraska and the Board of ESU 7 recognize that teaching and its related services, including administrative and supervisory services, are a profession with all of the rights, responsibilities, and privileges accorded other recognized professions. The Board recognizes and endorses the Standards of Ethical and Professional Performance as established by the Nebraska Department of Education.

As a minimal performance expectation, all professional employees shall comply with the ethics standards set forth by the Nebraska Department of Education as such standards may be modified from time to time. Professional employees in a position or assignment which requires a professional license issued by the Nebraska Health and Human Services (HHS) shall, in addition, comply with the ethics standards established by HHS for their respective profession. For purposes of this Policy, “educator” shall include all professional employees of the ESU.

Preamble to Certificated Employees’ Code of Ethics

The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, devotion to excellence and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for all educators with respect to ethical and professional conduct.

Principle I - Commitment as a Professional Educator:

Fundamental to the pursuit of higher educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the educator’s contractual and professional responsibilities, the educator:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, patrons, or ESU board members.
2. Shall 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, or other protected status in its programs and activities.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, patrons, or ESU board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, patrons, or ESU board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or patrons, employees, or ESU board members.
7. Shall not have had revoked for cause in Nebraska or another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which an educator's certificate is issued in Nebraska.
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. Shall promptly report to the Administrator any known violation of these standards.
10. Shall seek no reprisal against any individual who has reported a violation of these standards.

Principle II - Commitment to the Student:

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
5. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
6. Shall not tutor for remuneration students assigned to his or her classes unless approved by the ESU Board.

7. Shall not discipline students using corporal punishment.
8. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.

Principle III - Commitment to the Public:

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

In fulfillment of the obligation to the public, the educator:

1. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
2. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
3. Shall neither offer nor accept gifts or favors that will impair professional judgment.
4. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
5. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
6. Shall, with reasonable diligence, attend to the duties of his or her professional position.

Principle IV - Commitment to the Profession:

In the belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to the profession, the educator:

1. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
2. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
3. Shall practice the profession only with proper certification, and shall actively oppose the practice of the profession by persons known to be unqualified.

Principle V - Commitment to Professional Employment Practices:

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to professional employment practices, the educator:

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
3. Shall give prompt notice to the employer of any change in availability of service.
4. Shall conduct professional business through designated procedures, when available, that have been approved by the ESU Board.
5. Shall not assign to unqualified personnel tasks for which an educator is responsible.
6. Shall permit no commercial or personal exploitation of his or her professional position.
7. Shall use time on duty and leave time for the purpose for which intended.

Competent Professional Performance

Educators must possess the abilities and skills necessary to accomplish the designated task.

Therefore, each educator shall:

1. Keep records for which he or she is responsible in accordance with law and policies of the school system;
2. Supervise others in accordance with law and policies of the ESU;
3. Recognize the role and function of community agencies and groups as they relate to the ESU and to his or her position, including but not limited to health and social services, employment services, community teaching resources, cultural opportunities, educational advisory committees, and parent organizations.

Each teacher and special services provider shall:

1. Utilize available instructional materials and equipment necessary to accomplish the designated task;
2. Adhere to and enforce written and dated administrative policy of the ESU which has been communicated to the teacher or special services provider;
3. Use channels of communication when interacting with administrators, community agencies, and groups, in accordance with policy.

Each administrator shall:

1. Use available instructional personnel, materials and equipment necessary to accomplish the designated task;
2. Adhere to and enforce school law, state board regulation, and written and dated board policy which has been communicated to the administrator;
3. Use channels of communication when interacting with teachers, community agencies and groups in accordance with policy.

Individual Needs and Individual Potential: The educator shall utilize or promote the utilization of diagnostic techniques to analyze the needs and the potential of individuals. These may include but need not necessarily be limited to:

1. Personal observation;
2. Analysis of individual performance and achievement;
3. Specific performance testing.

Instructional Procedures: Each educator shall seek accomplishment of the designated task through selection and utilization of appropriate instructional procedures. Therefore, each educator shall:

1. Create an atmosphere which fosters interest and enthusiasm for learning and teaching;
2. Use procedures appropriate to accomplish the designated task;
3. Encourage expressions of ideas, opinions and feelings.

Each teacher shall:

1. Create interest through the use of materials and techniques appropriate to the varying abilities and background of students;
2. Consider individual student interests and abilities when planning and implementing instruction.

Each administrator shall:

1. Support the creation of interest by providing the materials, equipment and encouragement necessary for the teacher to accomplish the designated task;
2. Make reasonable assignment of tasks and duties in light of individual abilities and specialties and available personnel resources.

Communication Skills: In communicating with students and other educators, each educator, within the limits prescribed by his or her assignment and role, shall:

1. Utilize information and materials that are relevant to the designated task;
2. Use language and terminology which are relevant to the designated task;
3. Use language which reflects an understanding of the ability of the individual or group;
4. Assure that the designated task is understood;
5. Use feedback techniques which are relevant to the designated task;
6. Consider the entire context of the statements of others when making judgments about what others have said;
7. Encourage each individual to state his ideas clearly.

Management techniques: The educator shall:

1. Resolve discipline problems in accordance with law, board policy, and administrative regulations and policies;
2. Maintain consistency in the application of policy and practice;
3. Use management techniques which are appropriate to the particular setting such as group work, seat work, lecture, discussion, individual projects and others;
4. Develop and maintain positive standards of conduct.

Competence in Specialization: Each educator shall:

1. Possess knowledge, within his or her area of specialization, consistent with his or her record of professional preparation;
2. Be aware of current developments in his or her field;
3. Possess knowledge of resources which may be utilized in improving instruction in his or her area of specialization.

Evaluation of Learning and Goal Achievement: An educator shall accept responsibility commensurate with delegated authority to evaluate learning and goals achievement. Each educator shall:

1. Utilize several types of evaluation techniques;
2. Provide frequent and prompt feedback concerning the success of learning and goal achievement efforts;
3. Analyze and interpret effectively the results of evaluation for judging instruction, the achievement of stated goals, or the need for further diagnosis;
4. Utilize the results of evaluation for planning, counseling and program modification;
5. Explain methods and procedures of evaluation to those concerned.

Human and Interpersonal Relationships: Educators shall possess effective human and interpersonal relations skills and therefore:

1. Shall allow others who hold and express differing opinions or ideas to freely express such ideas;
2. Shall not knowingly misinterpret the statement of others;
3. Shall not show disrespect for or lack of acceptance of others;
4. Shall provide leadership and direction for others by appropriate example;
5. Shall offer constructive criticism when necessary;
6. Shall comply with reasonable requests and orders given by and with proper authority;
7. Shall not assign unreasonable tasks;
8. Shall demonstrate self-confidence and self-sufficiency in exercising authority.

Personal Requirements: Each educator within the scope of delegated authority shall:

1. Be able to engage in physical activity appropriate to the designated task except for temporary disability;
2. Be able to communicate so effectively as to accomplish the designated task;
3. Appropriately control his or her emotions;
4. Possess and demonstrate sufficient intellectual ability to perform designated tasks.

Continuance in Professional Service: Continuance in professional service requires the maintenance of a valid teaching, administrative, or special services certificate in accordance with the laws of the State of Nebraska.

Contractual Obligations: Educators shall adhere fully to the terms of a contract or appointment.

Legal Reference:	NDE Rule 27 004.01--007.00
Date of Adoption:	November 18, 2019
Date of Revision:	June 21, 2021

Article IV, Section 11, D Standards of Ethical and Professional Performance for Classified Staff

In fulfillment of a classified employee's minimum responsibilities, each classified employee:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of other employees, students, parents, patrons, or ESU board members.
2. Shall 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, or other protected status in its programs and activities.
3. Shall not use coercive means, or promise or provide special treatment to other employees, students, parents, patrons, or ESU board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
5. Shall not exploit relationships for personal gain or private advantage.
6. Shall not harass in any manner students, parents or ESU patrons, employees, or board members.
7. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of duties.
8. Shall keep in confidence personally identifiable student or employee information that has been obtained in the course of service to the ESU, unless disclosure serves professional purposes or is required by law.
9. Shall not discipline students using corporal punishment.
10. Shall not misrepresent the ESU, and shall take added precautions to distinguish between the employee's personal and institutional views.
11. Shall abide by the policies and regulations of the Board and the rules and standards established by the administration and the employee's supervisor.
12. Shall seek no reprisal against any individual who reports a violation of these standards.

Legal Reference:	NDE Rule 27 (as a guide)
Date of Adoption:	November 18, 2019
Date of Revision:	June 21, 2021

Section 1 - Non - Discrimination

Article V, Section 1, A Policy of Non-Discrimination

A. Policy of Non-Discrimination

ESU 7 does 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 programs and activities and provides equal access to designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. Complaints or concerns involving discrimination should be addressed to:

Students, Employees, and Others: Tami Clay, Special Education Director, 2563 44th Avenue, Columbus, NE 68601 (402) 564-0815 (tclay@esu7.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator.

For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

ESU 7 is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by ESU 7 employees, including co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

B. Harassment

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to any protected status, that is sufficiently serious to deny, interferes with, or limits a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

1. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
2. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

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Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the ESU, whether those programs take place in the ESU facilities, in an ESU vehicle, at a class or training program sponsored by the ESU at another location, or elsewhere.

Discriminatory harassment because of any protected status, may include, but is not limited to:

1. Name-calling,
2. Teasing or taunting,
3. Insults, slurs, or derogatory names or remarks,
4. Demeaning jokes,
5. Inappropriate gestures,
6. Graffiti or inappropriate written or electronic material,
7. Visual displays, such as cartoons, posters, or electronic images,
8. Threats or intimidating or hostile conduct,
9. Physical acts of aggression, assault, or violence, or
10. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

1. Unwelcome sexual advances or propositions,
2. Requests or pressure for sexual favors,
3. Comments about an individual's body, sexual activity, or sexual attractiveness,
4. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
5. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
6. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as awards, privileges, promotions, etc., or
7. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If ESU 7 knows or reasonably should know about possible harassment, including violence, ESU 7 will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred and take appropriate interim measures, if necessary. If ESU 7 determines that unlawful harassment occurred, ESU 7 will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off ESU property creates a hostile environment at ESU, ESU 7 will follow this policy and grievance procedure, within the scope of its authority.

All ESU 7 employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

C. Anti-retaliation:

ESU 7 prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the ESU 7's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

ESU 7 will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, ESU 7 will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

D. Grievance (or Complaint) Procedures:

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the Compliance Coordinator designated to handle complaints of discrimination. If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation ("discrimination") to the Compliance Coordinator.

If the Compliance Coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Administrator for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each ESU 7 building, on the ESU 7 website, and from the Compliance Coordinator.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

1. *Level 1 (Investigation and Findings):*

The Compliance Coordinator will review and evaluate each grievance, complaint, or report to determine if such grievance, complaint or report is covered under Title IX. If such a grievance, complaint or report is covered under Title IX, then the Compliance Coordinator will follow the Title IX Grievance Procedures (outlined below). For all other grievances, complaints or reports, the Compliance Coordinator will follow these General Grievance Procedures. Once ESU 7 receives a grievance, complaint or report alleging

discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, ESU 7 will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, ESU 7 will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of ESU 7's investigation. ESU 7 will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

ESU 7 will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. ESU 7 will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, ESU 7 will notify the complainant of his or her right to file a criminal complaint, and ESU 7 employees will not dissuade the complainant from filing a criminal complaint either during or after ESU 7's investigation.

ESU 7 will aim to complete its investigation within ten (10) working days after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline. Periodic status updates will be given to the parties, when appropriate.

ESU 7's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors ESU 7 will consider include:
 - 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The Compliance Coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate discrimination, harassment or other inappropriate conduct.

If someone other than the Compliance Coordinator conducted the investigation, the Compliance Coordinator will review, approve, and sign the investigative report. ESU 7 will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. ESU 7 will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

ESU 7 will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within one (1) working day after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits ESU 7 to disclose relevant information to a student who was discriminated against or harassed.

2. Level 2 (Appeal to the Administrator):

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Administrator within five (5) working days after receiving the decision. The Administrator will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal within ten (10) working days after receiving the appeal. The party who filed the appeal will be sent the Administrator’s determination at the time it is issued, and a copy will be sent to the Compliance Coordinator. [If the Administrator is the subject of the complaint, the party will file the appeal directly with the Board.]

3. Level 3 (Appeal to the Board):

If the party is not satisfied with the Administrator’s determination, he or she may file an appeal in writing with the Board within five (5) working days after receiving the Administrator’s determination. The Board will review the appeal, the Administrator’s determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the

Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, Compliance Coordinator and the party. The Board will issue a written determination about the appeal within thirty (30) days after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the Compliance Coordinator. The Board's determination, and any actions taken, will be final on behalf of ESU 7.

E. Confidentiality:

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. ESU 7 will notify the complainant of the anti-retaliation provisions of applicable laws and that ESU 7 will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, ESU 7 will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or request not to pursue an investigation, as long as doing so does not prevent ESU 7 from responding effectively to the harassment and preventing harassment of others. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, ESU 7 will inform the complainant that its ability to respond may be limited. Even if ESU 7 cannot take disciplinary action against the alleged harasser, ESU 7 will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

F. Title IX Grievance (or Complaint) Procedures

All employees are responsible for helping to prevent sexual harassment. Employees, or students, who believe they have been subjected to or witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your supervisor or the supervisor of the offending person, the Title IX Coordinator, if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher or administrator.

5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator may file a formal complaint and begin the following complaint procedure.

Allegations of sexual harassment or discrimination shall be investigated and, if substantiated, corrective or disciplinary action may be taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against an employee for reporting discrimination or harassment.

i. Response to a Formal Title IX Complaint:

1. Filing Formal Complaint: An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

TITLE IX COORDINATOR CONTACT INFORMATION

Tami Clay, Special Education Director
2653 44th Avenue, Columbus, NE 68601
402-564-0815
tclay@esu7.org

The formal complaint must be signed by the complainant or by the Title IX Coordinator. The following procedures apply only in the event that a formal complaint is filed. All other allegations of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

2. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following to all known parties: (a) the complaint procedure as outlined in this regulation; and (b) notice of the allegations of sexual harassment including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The parties to the formal complaint may select an advisor of their choice, who may be, but is not required to be, an attorney.

3. Investigation of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall notify the Investigator. The Investigator will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation

required by this complaint procedure. If the allegation(s) involve possible criminal conduct, the ESU will notify the complainant of his or her right to file a criminal complaint, and ESU employees will not dissuade the complainant from filing a criminal complaint either during or after the ESU's investigation.

The Investigator will aim to complete its investigation within a reasonable time frame as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to the allegations of the formal complaint, the number of witnesses that may need to be interviewed, and whether the police are also conducting an investigation into the allegations. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as he or she deems necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, investigator, decision-maker, or any person designated by the ESU to facilitate this complaint procedure, shall not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. The ESU shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the ESU's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The ESU shall ensure that the individuals involved in the complaint procedure receive training on issues of relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

(B) *Burden of Production*: It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the ESU will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of

the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

(C) *Rights of the Parties*: The respondent is entitled to a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The Investigator shall provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice if the Investigator deems appropriate. However, the Investigator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, if the restrictions apply equally to both parties.

The Investigator shall provide to all witnesses expected to attend a meeting notice of the date, time, location, participants, and purpose of all hearings within 2 days of the meeting.

Up until the conclusion of the investigation, the parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint. This includes the evidence upon which the Investigator does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence obtained from any source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.

The ESU retains the right to place a non-student employee respondent on administrative leave during the pendency of the investigation. The ESU also retains the right to remove a respondent from the ESU’s educational program prior to the conclusion of the investigation. In the event of a removal, the respondent shall have the opportunity to challenge the decision for removal.

(D) *Conclusion of Investigation*: Prior to the conclusion of the investigation, the investigator shall send each party and the party’s advisor, if any, the evidence that is subject to inspection and review in an electronic format or a hard copy. The parties shall then have ten (10) days to submit a written response, which the investigator will consider.

Once the investigator has considered the written statements of the parties, if any, and any questions of the parties, if any, the investigator shall create an investigative report that fairly summarizes relevant evidence. The investigator shall then submit the written investigation report to the decision-maker. The parties shall each receive a copy of the final investigative report at the same time as the decision-maker.

4. Decision of Responsibility: The decision-maker, shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.

Once the decision maker has considered the written questions of the parties, if any, the decision maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame as determined by the Title IX Coordinator. The decision-maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as complainant, respondent, or witness. The decision-maker shall provide the written determination to both parties simultaneously. The written determination must include:

- a. Identification of the allegations potentially constituting sexual harassment;
- b. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- c. Findings of fact supporting the determination;
- d. Conclusions regarding the application of each recipient's code of conduct to the facts;
- e. A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
- f. The recipient's procedures and permissible bases for the complainant and respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the ESU to disclose relevant information to a student who was discriminated against or harassed.

5. Supportive Measures and Disciplinary Actions:

Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the ESU's educational environment, or to deter sexual harassment.

Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The ESU shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the ESU to provide the supportive measures.

At the conclusion of the investigation, the decision-maker may institute disciplinary measures to the respondent if the decision-maker determines that the respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in school suspension, out of school suspension, expulsion, and in the case of an employee disciplinary action up to and including dismissal from employment. This policy does not limit or prohibit the ESU from instituting disciplinary measures if in the course of the investigation it determines that the complainant or respondent violated the student code of conduct.

The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

ii. Title IX Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the decision-maker, they may appeal on the following bases:

- a. Procedural irregularity that affected the outcome of the matter;
- b. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against the complainant or respondent generally or the individual complainant or respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the ESU Administrator.

Upon notice of an appeal by either party, the ESU Administrator shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The ESU Administrator shall give both parties a reasonable, and equal opportunity to submit a written statement in support of or challenging the outcome.

The ESU Administrator shall review the investigative report, decision-maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The ESU Administrator shall provide the written decision simultaneously to both parties.

iii. Informal Resolution

If a formal Title IX complaint is filed, the ESU may offer the complainant and respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

- a. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
- b. The parties' voluntary, written consent to the informal resolution process; and
- c. That the allegations of the formal complaint do not involve any allegations that an employee sexually harassed a student.

G. Training:

The ESU will ensure that ESU employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses, professional staff, classified staff and paraprofessionals are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate ESU officials or employees.

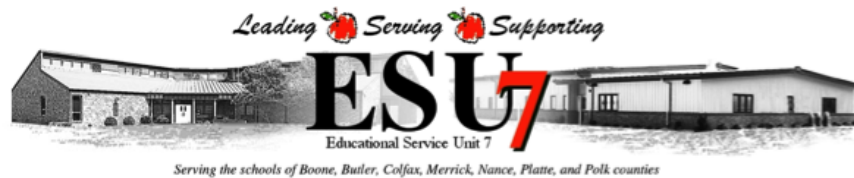
In addition, the ESU shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to

complaints and reports of discrimination, and to know the ESU's grievance procedures and the applicable confidentiality requirements.

8. Preventive Measures:

The ESU may, from time to time, distribute specific harassment and violence materials (such as sexual violence), including a summary of the ESU's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, to its employees and sstudents that the ESU serves.

Legal Reference:	Title VI, 42 U.S.C. § 2000d, Title VII, 42 U.S.C. § 2000e, Title IX; 20 U.S.C. § 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §48-1101 et seq. Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. §621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. §48-1001 et seq.; Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq. Section 504 of the Rehabilitation Act of 1973 (Section 504) Pregnancy Discrimination Act, 42 U.S.C. § 2000e(k) Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301 et seq. Neb. Rev. Stat. § 79-2,115, et seq
Date of Adoption:	February 17, 2020
Date of Revision	August 17, 2020 September 17, 2020 June 21, 2021



Discrimination Complaint Form

Pursuant to ESU 7 Article V, Section 1, A to prohibit and prevent discrimination, Educational Service Unit 7 provides this form to receive allegations of misconduct. The allegations set forth in this complaint form will serve as the basis for an investigation to be carried out promptly.

In order to protect a complainant's rights of privacy and in order to avoid disclosure of facts when such disclosure is not authorized by a complainant, this form permits you as a complainant to authorize disclosure of the facts contained in this form as they be required in the sound discretion of the investigator.

This form also authorized you to withhold certain facts set forth in this complaint in the course of an investigation. You should be aware that limitations on disclosure of certain information contained in this complaint may hinder, and in some cases prevent, Educational Service Unit 7 from fully carrying out its policy to prohibit and prevent sexual harassment. By limiting disclosure permitted, you should also understand that an investigation may not be possible due to due process limitations on Educational Service Unit 7.

Each employee of Educational Service Unit 7 has a right to his/her good reputation unless a full and fair opportunity to confirm allegations of misconduct is provided to such employee.

Your signature below will be deemed to be an acknowledgement on your part that you have fully read this complaint form as well as you have understood it. Your signature on this form will further indicated that you have sought any professional or collegial advice you have deemed appropriate and that the allegations contained in this form have been voluntarily given and have neither been encouraged nor discouraged by Educational Service Unit 7.

Name of Complainant: _____

Date(s) of alleged discriminatory occurrence: _____

Date this complaint was filed: _____

Person to whom complaint was filed: _____

[Return to Table of Contents](#)

Witnesses complainant is aware of to any events contained in complaint:

Address of alleged discriminatory occurrence:

Complainant Address:

Describe in specificity and detail, the events of complaint:

504 Complaint Only: Describe relief requested: _____

I. Limited Authority to Disclose

Yes – Limit Disclosure

No – General Authority to Disclose

If yes:

I understand that the Educational Unit 7 will be investigating my complaint. However, it is my wish that certain facts set forth in this complaint not be disclosed to others or that certain facts be disclosed only to such persons as I specifically direct. The information which I do not authorize the investigator to disclose to anyone except the Administrator, is as follows:

Below is listed factual information that I do not wish to have generally disclosed. Beside each specific fact stated below, I have provided the name or names of those the course of any investigation I specifically authorize you to disclose the information to:

I specifically acknowledge by signing this section, Section I, rather than Section II, I may have placed limitations on the investigation which may make it difficult or impossible for Educational Service Unit 7 to fully resolve my complaint.

Complainant Signature for specific limited authority to investigate:

Date: _____

II. General Authority to Disclose Information

I understand that Educational Service Unit 7 will be investigating of my complaint. By affixing my signature to Section II, I authorize ESU 7 to disclose such portions of the information I have set forth in my complaint and which I may provide in the future with respect to this complaint. By affixing my signature to Section II, I hold harmless Educational Service Unit 7 and its duly authorized investigator for any claim I may have resulting from the disclosure of any facts set forth in this complaint when such disclosure occurs in the course and scope of the investigation. By signing Section II, I acknowledge that I have read it fully and understand its contents.

Complainant's Signature: _____

Date: _____

ESU 7

Cen7ter

Student/Parent Handbook

2021-2022



ESU 7 Student Services

2563 44th Ave.
Columbus, NE 68601
402-564-0815

ESU 7 Main Office

2657 44th Ave.
Columbus, NE 68601
402-564-5753

WELCOME

The Board of Directors, administrators, and staff at Educational Service Unit 7 are pleased you have chosen our services. In our program, each student will be provided with educational opportunities to meet individual education program goals. In our program each student will be provided educational opportunities in life skills curricular areas which include: vocational skills, recreation and leisure, community, domestic and social skills. Instruction will be individualized and based on student needs. Students will be allowed to progress at a rate conducive to their programming with the outcome at or near independence.

The purpose of this handbook is to provide you with some general information about our services and answer questions you have regarding our procedures. If you have additional questions, please do not hesitate to call the ESU 7 Student Services Principal or Director of Special Education.

Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise during any school day or school year. This handbook does not create a "contract." The administration reserves the right to make decisions and make rule revisions at any time to implement the educational program and to assure the well being of all students. The administration will be responsible for interpreting the rules contained in the handbook. Should a circumstance arise that is not specifically covered in this handbook, the administration will make a decision based up all applicable ESU 7 policies, and state and federal statutes and regulations.

VISION

ESU 7 Cen7ter will support each student, regardless of disability, in learning skills necessary to make a valuable contribution to society.

MISSION

ESU 7 Cen7ter will build on student strengths to prepare each for independence in school, community, employment, leisure, and social environments.

VALUES

These are the ideals we intentionally and relentlessly model, teach, and reinforce:

- Be Compassionate
- Be Engaging
- Be Inspiring
- Be Positive



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CONTACT INFORMATION

Student Services Main Number 402-564-0815, ext. 1017

ESU 7 Administrator

Larriane Polk
402-564-5753 ext. 1001
lpolk@esu7.org

ESU 7 Student Services Principal

Leanne Blanchard
402-564-0815 ext. 1007
lblanchard@esu7.org

Teacher

Julie Lazarchic
402-564-0815 ext. 1054
jlazarchic@esu7.org

ESU 7 Special Education Director

Tami Clay
402-564-0815 ext. 1018
tclay@esu7.org

Teacher

Rachel Burgess
402-564-0815 ext. 1053
rburgess@esu7.org

Registered Nurse

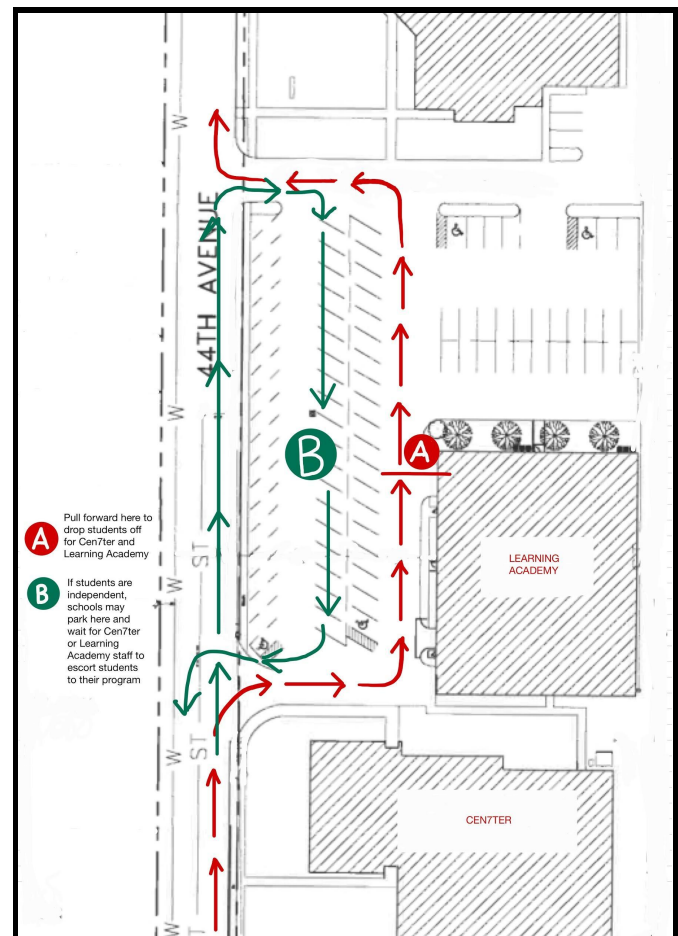
Nicki Brigham
402-564-0815 ext. 1011
nbrigham@esu7.org

LOCATION

The Cen7ter is located in the south building on the ESU 7 campus in Columbus, NE.

DROP OFF / PICK UP

Resident school districts are responsible for drop off and pick up of students. School vehicles dropping off students with physical impairments will enter the ESU 7 parking lot via the south entrance on 44th Avenue and will pull to the area indicated with a stripe at the north end of the Cen7ter (see area on map marked A). School vehicles dropping off students who are able to ambulate independently, may enter the ESU 7 parking lot via the north entrance on 44th Avenue and pull into any of the parking stalls to wait for Cen7ter staff member to escort him/her to the building (see area on map marked B). The diagram below illustrates the procedure.



PLACEMENT

Placement is an Individual Education Team (IEP) decision. Each district has established educational teams to identify students in need of such intensive services. Students should be verified as a student needing assistance according to Nebraska Department of Education Rule 51. The resident school district IEP team will make the recommendation for placement at Cen7ter after the application process is complete and with Cen7ter personnel collaboration. Students are contracted into the program by resident school districts and payment is made on a pre-approved daily rate.

SCHOOL HOURS

School is in session from 9:30 am – 2:30 pm. Since the staff must have adequate time for meeting and planning the daily activities, it is important that students do not arrive before 9:25 am and are picked up at 2:30 pm.

LATE ARRIVAL AND EARLY DEPARTURE INSTRUCTIONS

Notify the Cen7ter if you will be dropping her/him off late or picking up early. Notify the resident school district so that transportation will be notified.

DRESS CODE

Values

- All students should be able to dress comfortably for school without fear of or actual unnecessary discipline or body shaming.
- All students and staff should understand that they are responsible for managing their own personal "distractions" without regulating individual students' clothing/self expression.
- Teachers can focus on teaching without the additional and often uncomfortable burden of dress code enforcement.
- Students should not face unnecessary barriers to school attendance.
- Reasons for conflict and inconsistent discipline should be minimized whenever possible.

Dress Code

1. It is important your child dresses properly for school (Ex. hats, mittens, and boots are appropriate for the cold and wet weather). Shorts are allowed in school only when the temperature is projected to be higher than 60°F. For the comfort of your child, only walking length shorts will be allowed. Shorts should be long enough to protect the child when seated on varnished or plastic seats. Girls should wear shorts/tights/leggings under dresses due to floor-type activities. Improper logos on shirts will not be allowed in the Cen7ter (Ex. tobacco, alcohol, drugs, gang affiliation, profanity, etc.). Footwear must be safe and appropriate for the activities of the day.
2. Student dress and personal grooming must not be disruptive to the educational setting. If the student does not meet dress code, he/she will change into Cen7ter clothes.

3. Masks - In the case of health risk due to a pandemic or other health-related concerns all students will be required to, at a minimum, follow the mask guidelines defined in ESU 7 Return to Services/School Plan unless one of the following persists:
 - The student has a disability and reasonable accommodation excuses the student from wearing a mask for some or all of the school day;
 - The student's Individualized Education Program (IEP) team has determined that wearing a mask for some or all of the school day would interfere with the student's ability to receive a free, appropriate public education and that determination is documented in the student's IEP;
 - Another legally valid reason exists to modify the face covering requirements and such reason has been approved in writing by the student's Principal and ESU 7 administration.
 - OR Their parent or guardian has opted their student out of being required to wear a mask by executing a written document and such document is on file in the office of the Principal at the time at issue. This option is only available to students whose contracting district has such a process.

ATTENDANCE AND ABSENCES

Regular and punctual student attendance is required. The Cen7ter is required to maintain an accurate record of student attendance. If a student must be absent, it is the parent's responsibility to notify the resident school district secretary. Your resident school district will contact the Cen7ter. You may also contact the Cen7ter.

Parents are also required to notify the resident school district AND the Cen7ter if they plan to pick their child up during the day in order to cancel afternoon transportation.

STUDENT PROGRESS REPORTS

Student progress reports will be sent to the resident school district by the Cen7ter teacher on a quarterly basis. If you have any questions regarding the report, please call and schedule a conference time with your child's Cen7ter teacher.

IEP CONFERENCES

An Individual Education Plan (IEP) conference to review your child's progress will be scheduled by the resident school district annually. Each person participating in the conference will be notified in writing as to the date, time, and place of the conference. If you wish to discuss your child's progress or have concerns at any other time during the school year, we encourage you to contact your child's Cen7ter teacher and arrange a time to meet.

TRANSPORTATION

To-From Cen7ter Arranged on an individual basis through the resident school district. Contact your resident school district with any questions

Day Trips Provided by local transit companies. Contact Student Services Principal with any questions



State law requires students to wear seat belts at all times (this includes wheelchairs) unless being transported by bus. During the time students are being transported, they are required to conduct themselves as they would at any other phase of the educational program. If problems occur during transportation, a specific plan may be developed that ties into the behavior program for your child.

LUNCH

Lunch at the Cen7ter is a part of the curriculum. It will be planned and prepared by the students and staff. Supervision is provided at all times during lunchtime. If your child has a specific diet, or if you wish for him/her not to eat the meals prepared, the parent/guardian is responsible for sending a cold sack lunch for your child.

INDOOR / OUTDOOR ACTIVITIES

Indoor/outdoor activities give students the opportunity to relax, breathe in fresh air and/or work off excess energy. Therefore, all children are expected to participate in these scheduled Cen7ter activities unless a medical condition as identified by a doctor prevents participation. As cold weather approaches, please dress your child accordingly. If the students are not able to have outdoor activities on excessively cold days or during inclement weather, exercise will be structured in the Activity Room.

DISCIPLINE

It is necessary to have appropriate behavior in the Cen7ter if an effective learning environment is to be developed. It is important to develop the desire on the part of our students to maintain self-discipline. When necessary, behavior plans will be developed to meet the needs of individual students and to encourage appropriate behavior in a variety of settings. If disruptive behavior continues after interventions are put into place an IEP meeting will be necessary to discuss possible alternative placement.

If the behavior of a student results in the need for restitution, a specific plan will be developed with the student, family, and resident school district. Examples of restitution may be

- Service work
- Monetary reimbursement

SCHOOL CLOSING / CANCELLATION

Parents/guardians will annually receive an ESU 7 Cen7ter calendar. Please note this calendar may differ from the resident district calendar.

- If your resident school district is not scheduled to be in session, your child will not attend the Cen7ter for the day (Ex. spring break, Martin Luther King, Jr. Day, President's Day).
- If the main offices of ESU 7 are closed due to inclement weather, the Cen7ter will also be closed.
- If your resident district is closed due to inclement weather, your child will not attend the Cen7ter.



- If the main offices of ESU 7 are opening late, the Cen7ter schedule will adjust to the opening of the main offices.
- If the resident district has a late start, AND travel to the Cen7ter is safe after school resumes, your child may attend the Cen7ter.
- If travel is unsafe, the decision for transporting your child to the Cen7ter will be made by the resident school districts in collaboration with ESU 7 Student Services Principal.

Please access the following locations for closing, cancellations, and late starts: WOWT, KLIR 101 (AlphaMedia), KETV, mycentralnebraska.com, Twitter, Facebook.

FIRE DRILLS / TORNADO DRILLS / EMERGENCY DRILLS

Fire Drills and Tornado Drills are conducted throughout the school year in accordance with state guidelines. Other drills throughout the year will be evacuation, school secure, and school lockout. Immediate attention must be observed throughout the entire drill. Students do not talk or run during the drill. Cen7ter teachers will instruct and practice these procedures with students the first day of class, as well as throughout the year as needed. Special accommodations will be made for those students whose medical condition would be exacerbated by participating in drills.

COMMUNICATION

Two-way communication between the Cen7ter, resident school district, and home is important. The educational process is the sharing of information between the teachers, the learner, and parents/guardians. Informal communication and personal calls between parents, Cen7ter staff, and students are discouraged.

If you need to call the Cen7ter to visit with your child's teacher, please do so between 7:30-9:30 am or 2:30-4:30 pm. Cen7ter staff will only be called to the phone for emergencies during the day. The Student Services Principal may be reached throughout the day at 402-564-0815. If there are any changes in your child's environment, physical or medical condition, please communicate via written note/email.

If you need to contact your child during the school day, please call the Student Services phone number and the secretary will get the message to the student. Due to the disruption of the classroom, we ask that you not call the classrooms directly during the school day or request your child come to the phone.

STUDENT AND STAFF RELATIONSHIPS

All students and Cen7ter staff are expected to recognize and support the following affirmation:

1. That there be demonstrated, at all times, a respect for others regardless of race, religion, gender, national origin, age, personal well-being, sexual orientation, or economic status.
2. That language of any kind, which is disparaging or demeaning to others, shall not be tolerated, such as racial, religious or sexual epithets.
3. Both Cen7ter staff and students are expected to exhibit good judgment, respect, and sensitivity for others.



STUDENT ATTITUDE

Problems may arise between students in the Cen7ter. A staff member will work with students(s) on the problem and help resolve it in a positive manner. The staff endeavors to help student's problem solve. Each student is responsible for his/her own conduct according to their abilities and with IEP accommodations and staff support.

Some suggestions to aid in this are included in the following list:

1. Stay in the assigned area.
2. Follow verbal/picture directions.
3. Participate in class (group) discussions.
4. Ask for help.
5. Make corrections quietly without argument or complaint.
6. Respect others. This includes no verbal or physical abuse and stealing
7. Use appropriate language.
8. Respect the property of the school and others.
9. Respect yourself.

Potential behaviors that may result in loss of privileges or IEP/BIP review, and referral to Student Services Principal:

1. Fighting
2. Striking a staff member or peer
3. The use, sale, or possession of drugs, alcohol or drug paraphernalia, or any illegal substance
4. Theft
5. Destruction of property. It should be noted that the student would be held responsible for payment of the damages of such property
6. Any behavior that endangers the student, his/her peers or staff member
7. Continual use of profane or sexually suggestive language in the school setting
8. Harassment of a student or staff member
9. Sustained lack of progress in the program

VISITING SCHOOL

Parent(s)/guardian(s) are always welcome as Cen7ter visitors. If you would like to visit, please contact the Student Services Principal to schedule a time. When visiting the Cen7ter, please help us to protect the privacy of all students and families. Do not disclose names, situations, or photographs of any other student to anyone outside the Cen7ter or on social media without written parent consent from each child involved. While we appreciate your interest in all of our students, please understand that we will be unable to answer any questions regarding other students. The Cen7ter administration reserves the right to deny visitation at any time to any party. Again, we ask that all visitors schedule times in advance of the proposed visit time and provide the purpose of the visit to the Cen7ter administration. All visitors must follow the health guidelines put in place by ESU 7 while visiting our program.

ELECTRONIC DEVICES

Students are not to bring items to school that are not required for educational purposes or otherwise allowed by the teacher. These items include, but are not limited to cell phones, tablets, laser pointers and handheld games. These items pose a risk for theft and interference of the educational process. Personal devices (Ex. cell phones) will be placed in the students' cubby area each day. Access to those personal devices will be given with permission from their Cen7ter teacher. When any item becomes a distraction to themselves or other students, the classroom teacher will remove the device and lock it in the office until the end of the school day. The device will be returned to the student at the end of the school day. If it becomes a regular disruption, the Student Services Principal will notify the parent and resident school district to address the problem in the BIP.

PUPIL SUPPLIES

The Cen7ter will provide educational materials. Parents/Guardians will be notified of specific school supplies and/or personal items needed. Any requests throughout the year will be reasonable and your cooperation in making sure your child has the necessary items by the date specified is appreciated. Parents/Guardians may need to supply batteries for your child's personal communication devices such as a Dynovox and hearing aid batteries.

ANTI-BULLYING

[ESU 7 Policy, Article V, Section 6, C](#) (Reviewed June 2021)

It is the policy of ESU 7 to provide a physically safe and emotionally secure environment for students and staff. The administration and staff are to implement strategies and practices to reinforce and encourage positive behaviors by students. Positive behaviors include non-violence, cooperation, teamwork, understanding, and acceptance of others. The administration and staff are to implement strategies and practices to identify and prevent inappropriate behaviors by all students, including anti-bullying education for all students. Inappropriate behaviors include bullying, intimidation, and harassment. Bullying means any ongoing pattern of physical, verbal, or electronic abuse in areas within the control or jurisdiction of the ESU.

ESU 7 shall review [Article V, Section 6, C Anti-Bullying Policy](#) annually.

WELLNESS

[ESU 7 Policy, Article V, Section 7, F](#) (Revised June 2021)

It is the policy of ESU 7 provide curriculum, instruction, and experiences in a health promoting environment to instill habits of lifelong learning and health when providing services to students in its own school programs, to be generally consistent with that in place in the schools from which students served by ESU 7 are enrolled. Therefore, the Board adopts the following Wellness Policy applicable to any school program in which the services are provided by ESU 7 in a school-setting other than within a school district served by ESU 7.

1. Goals to Promote Student Wellness

Cen7ter has established the following student wellness goals that are designed to promote student wellness in a manner that Cen7ter determines to be appropriate:

- Nutrition Education. To implement a curriculum that meets or exceeds the health and nutrition education objectives established by the Nebraska Department of Education.
- Physical Activity. To implement a curriculum that meets or exceeds the health and physical education objectives established by the Nebraska Department of Education.
- Other School Activities. To offer other suitable opportunities for students to engage in health-promoting activities.

The ESU 7 Administrator or designee shall establish such further goals as are determined appropriate to meet the stated mission.

2. Nutrition Guidelines

Nutrition guidelines have been selected by Cen7ter for all foods available to students during the school day with the objective of promoting student health and reducing childhood obesity. The guidelines are as follows:

- any lunch program offered by Cen7ter will meet or exceed the requirements of federal and state law and regulatory authorities and
- no food in competition with the school lunch program shall be sold or otherwise made available to students anywhere on Cen7ter premises during the period of one-half hour prior to serving lunch and lasting until one-half hour after the serving of lunch. The ESU 7

Administrator or designee shall establish such further nutrition guidelines as are determined appropriate to meet the stated mission.

3. Plan for Measuring Implementation and Designation of Responsible Persons

The ESU 7 Administrator or the Administrator's designee is charged with operational responsibility for ensuring that the ESU meets the Wellness Policy. The ESU 7 Administrator or designee shall measure implementation of the Wellness Policy by conducting periodic reviews or receiving periodic reports.

Due to the unique nature of Cen7ter, it is understood that all students have an Individualized Education Plan (IEP), which will provide the basis for the Wellness Policy guidelines.

4. Development of Policy

Cen7ter assures that development of the Wellness Policy involved the ESU Board, administrators, and staff.

ESU 7 shall review [Article V, Section 7, F Wellness Policy](#) annually.

HEALTH SERVICES

[Article V, Section 7, B Emergency Medical Aid](#) (Reviewed June, 2021)

[Article V, Section 7, B Dispensing Medication policy](#) (Reviewed June 2021)

The Cen7ter has a registered nurse on staff. Because many of the children in the Cen7ter are medically fragile (susceptible to illness that are minor for the majority of the population, but

could become life threatening for some of our students) it is extremely important to keep ill children home for the duration of the illness. (Reference - Contagious and Infectious Disease/Condition Minimum Isolation Standards set by the Nebraska Department of Health and Human Services.)

Guidelines to keep children at home or to send them home:

- fever of 100 or more (axillary temperature of 99=100, rectal temperature of 101=100), must stay below 100 for 24 hours before returning to school without the use of acetaminophen (Tylenol) or ibuprofen (Advil)
- questionable illness or injuries which may require evaluation by a physician
- undiagnosed rash/skin lesion
- inflamed red eyes and/or drainage
- earache and/or drainage from the ear
- sores that appear infected or are draining
- lethargy (extreme tiredness uncharacteristic of the child)
- extreme paleness uncharacteristic of the child
- any contagious disease such as chickenpox (contagious for one week through upper respiratory tract), influenza, cold symptoms with green or yellow nasal discharge, croupy or persistent cough, etc.
- nausea/vomiting (no vomiting for 24 hours before returning to school)infectious diarrhea (no yellowish or greenish liquid stools with a water ring surrounding it for 24 hours before returning to school)
- refusal to eat or drink the two previous meals
- complaints of headache or stomach ache that seems debilitating
- infestations such as scabies or head lice (not including nits only) excluded from school until treated

Students who are ill will be sent home at the discretion of the nurse or Student Services Principal. When a student needs to be sent home, Cen7ter will contact the resident district for transport.

Minor injuries will be treated by Cen7ter staff who have been trained in First Aid and CPR when the nurse is not in the building. In the event that further medical attention is deemed necessary, parents/guardians will be notified immediately. In the event a child needs immediate medical care, they will be transported to the nearest medical facility.

To help insure the health and safety of our children, Educational Service Unit 7 personnel shall only administer medications to students when following directions specified in a medication policy. Cen7ter staff will follow Article V, Section 7, B Dispensing Medication policy when administering medications.

ESU 7 shall review Article V, Section 7, E Emergency Medical Aid policy annually.
ESU 7 shall review Article V, Section 7, B Dispensing Medication policy annually.



Educational Service Unit 7 Process for Administering Medications
Article V, Section 7, B Dispensing Medication policy (Reviewed June 2021)

1. Authorizations for Prescription Medications. Prescription medications may be administered when the following are on file with the ESU:
 - a. Physician's Authorization. A physician's signed, dated authorization including name of the medication, dosage, administration route, time to be given and reason student is receiving the medication.
 - b. Caretaker's Authorization. A caretaker's signed and dated authorization or permission to administer the medication during school. (Note - All references to "caretaker" in this policy shall mean a parent, foster parent, family member, or legal guardian who provides care for the student for whom medication is to be administered. The laws include a "friend" as a caretaker, but the school will not ordinarily recognize such an individual as a "caretaker" for the purposes of medication administration).
 - c. Original Packaging. The medication is in its original packaging and is labeled as dispensed by the prescriber or pharmacist. The label must name the student and identify the medication, strength, time interval and route to be administered. If needed, the physician may be contacted for clarification.
2. Authorizations for Non-Prescription Medications. Non-prescription medications may be administered provided that a caretaker's authorization is provided in the form established by the Administrator or designee and the medication is in its original packaging.
3. Renewal of Authorizations. Medication authorizations must be renewed annually and updated immediately as changes occur.
4. Documentation. Accurate medication administration records are to be kept and maintained. Documentation of each dose of medication administered shall be made reflecting the student's name, the name of the medication, date, time, dosage, route, the signature and title of the person administering the medication and any unusual observations, and any refusal by the recipient to take or receive the medication. Medication documentation shall be kept confidential in accordance with the policies and practices concerning student records, provided that medication administration records shall be available to the Department of Education and the Department of Health and Human Services Regulation and Licensure for inspection and copying according to the Family Education Rights and Privacy Act (FERPA) requirements. Such medication administration records shall be maintained for not less than two years.
5. Storage. Medication shall be stored in a locked or otherwise secure area in accordance with the manufacturer's or dispensing pharmacist's instructions or temperature, light, humidity, or other storage instructions. Only authorized personnel who are designated by the administration shall have access to the medications. The school nurse shall establish procedures for monitoring the storage and handling of medication, the medication's expiration date, and the disposal of medication.
6. Receipt and Disposal of Medications. Medication shall be delivered to ESU personnel and picked up by the parent or resident school district personnel when accompanied by a signed/dated permission to do so by the parent. When medication is received, the amount received should be documented. Medication which is either past the expiration date or not claimed by the parent a reasonable time following the student's departure

from the ESU program shall be destroyed. Procedures for destroying medication shall include witness and documentation.

7. Administration of Medication by ESU Personnel.

a. Administration of Medication. Administration of medication includes, but is not limited to the following list:

- i. Providing medications for another person according to the “five rights” (getting the right drug to the right recipient in the right dosage by the right route at the right time);
- ii. Recording medication provision; and
- iii. Observing, monitoring, reporting, and otherwise taking appropriate actions regarding desired effects, side effects, interactions, and contraindications associated with the medication.

b. Authorized ESU Personnel Administration of medication shall only be done by the following personnel:

- i. Health Care Professionals (School Nurses). This means an individual who holds a current license from the Department of Health and Human Services Regulation and Licensure for whom administration of medication is included in the scope of practice. For purposes of this Policy, such individuals are referred to as “school nurses.”
- ii. Medication Competent Staff. This means a staff member of the ESU who, by arrangement with the school in which the student is enrolled is an employee of the school for purposes of the medication administration laws and who has been determined to be competent to administer medication in accordance with the competency assessment standards established by law. A medication competent staff member is to be subject to direction and monitoring, which involves responsibility for observing and taking appropriate action regarding any desired effects, side effects, interactions, and contraindications associated with the medication. Direction and monitoring is to be done by a recipient with capability and capacity to make an informed decision about medications, a caretaker, or the school nurse. Medication competent staff members are to promptly report any medication errors or concerns to the school nurse.

c. Routes of Medication Administered by ESU Personnel

i. Routine Medication via Oral, Inhalation, Topical, and Instillation Routes:

School nurses and medication competent staff may provide routine medications (meaning the frequency of administration, amount, strength, and method are specifically fixed) by the following routes:

1. Oral, which includes any medication given by mouth including sublingual (placed under the tongue) and buccal (placing between the cheek and gum) routes and oral sprays
2. Inhalation, which includes inhalers, and nebulizers. Oxygen may be given by inhalation;
3. Topical application of sprays, creams, ointments, and lotions and transdermal patches; and
4. Instillation by drops, ointments, and sprays into the eyes, ears, and nose.

- ii. Administration of Medication via Additional Routes, PRN Medication, and Observing and Reporting School nurses and medication competent staff may provide medication by additional routes (“additional routes”), provide PRN medication (PRN medication means an administration scheme in which a medication is not routine, is taken as needed, and requires assessment for need and effectiveness), or participate in observing and reporting for monitoring medications only under the following conditions:
 1. In the case of a medication competent staff member, a determination has been made by the school nurse or by the student’s physician or duly licensed health care professional that these activities can be done safely for the specified recipient by the medication competent staff member and the determination is placed in writing.
 2. Directions for additional routes must be for recipient specific procedures and must be in writing.
 3. Directions for PRN medication must be in writing and include parameters for provision of PRN medication.
 4. Directions for observing and reporting for monitoring medication must be in writing and include the parameters for the observation and reporting.
 5. ESU personnel administering the medication shall comply with the written directions.
- iii. Injections School nurses will ordinarily be responsible for medications that must be provided or administered by injection. A medication competent staff member will not ordinarily administer medications by injection without specific training on injection administration. Students may be authorized to self-administer medication as hereafter provided.
- d. Refusal to Administer Medication The ESU may refuse to give a medication if after a reasonable and prudent research by an ESU or school health care professional a decision has been made that the dosage prescribed exceeds that which is recommended in the Physician's Desk Reference, Mosby’s Nursing Drug Reference, the most recent edition of the Nursing Drug Handbook, or other pharmaceutical manuals handbook; or when a drug or substance is not currently approved by the FDA. When ESU personnel refuse to carry out a request to administer medication, the Administrator or designee is to be notified and efforts are to be made to work out a suitable solution (such as changing the time of administration, dosage, or the medication) with the parent or guardian and the physician.

ESU 7 shall review [Article V, Section 7, B Dispensing Medications policy](#) annually.

Educational Service Unit 7 Response to Life-Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)

(Title 92, Chapter 59, Section 006)

A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak, AND DEATH CAN OCCUR. Immediate allergic reactions may require emergency treatment and medications.

Emergency Protocol:

1. Summon school nurse if available. If not, summon designated trained, nonmedical staff to implement emergency protocol
2. Instruct someone to call 911
3. Check airway patency, breathing, respiratory rate, and pulse
4. Administer an IM EpiPenJr. for a child less than 50 pounds or an adult EpiPen for any individual over 50 pounds (In Nurses labeled cupboard in the office)
5. Follow with nebulized albuterol (premixed) while awaiting EMS. (In Nurses labeled cupboard in the office)
6. Determine cause as quickly as possible
7. Monitor vital signs (pulse, respiration, etc.)
8. Administer CPR, if indicated until EMS arrives
9. Contact parents immediately and physician as soon as possible
10. Any individual treated for symptoms with epinephrine at school will be transferred to medical facility
11. Notify ESU 7's Student Services Principal, Special Education Director, and student's district administration

The emergency EpiPens and nebulized albuterol can be accessed in the nurse's labeled cupboard in the office of each building.

As a parent, you have the right to refuse this emergency action. If you do not want our staff to follow this protocol or take this action during an emergency situation, you must provide a written statement of refusal for this emergency action.

SAFETY

Safety in the Cen7ter is a priority. In the event one of the following occurs, staff will respond as indicated:

- Student leaves campus without permission - staff will notify police to assist.



- Physical aggression by a student - staff will use separate room and/or physical restraint.
- Threats to harm self or others - staff will assess the seriousness of threat and take appropriate steps to help ensure safety.
- Cen7ter emergency (intruder, fire, etc.) - staff will follow emergency plan.

In all cases listed above, parents/guardians and the resident school district will be notified as soon as possible.

It is the goal of the Cen7ter staff and students to maintain safety at the Cen7ter. They may contact the local police department in safety related situations requiring their assistance. Parents and the resident school district of the student involved will be notified when police involvement is necessary.

INTERNET SAFETY

[Article III, Section 7, G Internet Safety Policy](#) (Reviewed June 2021)

It is the policy of the ESU to comply with the Children’s Internet Protection Act (CIPA) and Children’s Online Privacy Protection Act (COPPA). With respect to the ESU’s computer network, the ESU shall, (a) protect against user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) protect against unauthorized access, including so-called “hacking,” and other unlawful activities online; (d) protect against unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors’ access to materials (visual or non-visual) that are harmful to minors.

ESU 7 shall review [Article III, Section 7, G Internet Safety Policy](#) annually.

LEAVING THE GROUNDS

If a student chooses to leave the ESU 7 grounds without permission, ESU 7 personnel will use the following steps:

1. 911 will be called and Student Services Principal notified. The school will provide them with a description of the student, time of departure and general direction the student is traveling
2. Staff will try to intervene and encourage them to return to Cen7ter
3. Staff will follow them to keep the student visible
4. Parent/guardian will be notified
5. Resident school district will be notified
6. If a report is filed by policy, a copy will be provided to the parents

WEAPONS

Possession and/or use of any object or material that is ordinarily or generally considered a weapon in any ESU 7 building, on ESU 7 grounds, in any vehicle owned, leased or contracted



by the ESU 7, being used for Cen7ter purpose, or in a vehicle being driven for a Cen7ter purpose by a Cen7ter employee or his or her designee, or at any Cen7ter sponsored activity or event is prohibited. Such weapons include, but are not limited to, any pistol, revolver, rifle, shotgun, airgun or spring gun, slingshot, bludgeon, brass knuckles or artificial knuckles of any kind, knives having a blade of greater than two inches, any knife with a blade of which can be opened by a flick of a button or pressure on the handle, or any pocketknife where the blade is carried in a partially opened position.

The possession or use of any such weapon will require that the proceedings for the immediate removal from the Cen7ter by the ESU 7 Administrator, Special Education Director, or Student Services Principal. Law enforcement officials, parents, and the resident school district will be called by the Administrator, Special Education Director, or Student Services Principal.

If a weapon is found, or Cen7ter suspects concealment of a weapon, the steps that may be followed are to

1. Contact local law enforcement agency
2. Contact parents
3. Contact resident school district

USE OF ALCOHOL / DRUGS / OTHER CONTROLLED SUBSTANCES

It is unlawful to illegally manufacture, distribute, dispense, possess, or use a controlled substance at ESU 7 campus. Any student present on the campus or in any of the buildings who appears to have manufactured, distributed, dispensed, possessed, or used alcohol/drug/other controlled substances (or facsimile) by a Cen7ter staff member will be considered in violation of ESU 7 policy and may be sanctioned according to Nebraska State Statutes. Parents and any appropriate outside agencies will be contacted.

If there is a concern about alcohol/drug/other controlled substances use or an object or substance is found, the steps that may be followed are to

1. Contact local law enforcement agency
2. Contact parents/guardian
3. Contact resident school district

POSSESSION OF TOBACCO

ESU 7 is a non-smoking campus. Non-smoking includes the ban of electronic cigarettes, cigars, cigarettes, vapor products and any alternative nicotine products or the use of tobacco in any form. Students who possess or choose to use any of these products or a product defined as an alternative nicotine product on the ESU 7 campus or while transported will be reported to their resident school district and/or local law enforcement if deemed an appropriate action. ESU 7 follows all Nebraska Department of Education regulations applicable to the ban of electronic cigarettes, cigars, cigarettes, vapor products, and any alternative nicotine products or the use of tobacco in any form.

SEARCH AND SEIZURE

[Article V, Section 6, B, Search and Seizure](#) (Reviewed June 2021)

Student and student's possessions including, but not limited to, purses and book bags may be searched whenever there is a reasonable suspicion that the student possesses any illegal substance or object which is in violation of the law or which could cause bodily harm or damage to property. The local law enforcement agency and resource dogs may be used to detect illegal drugs or contraband in school at any time, announced or unannounced, and illegal drugs and contraband may be seized.

The refusal of a student to consent or submit to a reasonable search, and/or to surrender objects or substances found as a result of such search, will be grounds for discipline and local law enforcement may be contacted for follow-up.

If an object or substance is found the steps that may be followed are to

1. Contact local law enforcement agency
2. Contact parents
3. Contact resident school district

ESU 7 shall review [Article V, Section 6, B Search and Seizure Policy](#) annually.

RESTRAINT AND SECLUSION

[Article V, Section 5, C, Use of Restraints and Seclusion](#) (Reviewed June 2021)

The use of physical restraint and/or seclusion of students by Cen7ter personnel should be used only as a last resort to maintain safety in emergency situations when there is substantial risk of imminent bodily injury to the student and/or others. Any staff member may physically restrain and/or seclude a student without advance notice to the Student Services Principal when it is necessary for the protection of others or for self-defense. The Educational Service Unit 7 Board of Education and the administration of Cen7ter places emphasis on prevention and behavioral de-escalation which reduces the risk of injury and promotes the care, welfare, safety, and security for all members of the school community. The purpose of physical restraint and/or seclusion is to temporarily control the behavior of a student as a last resort in an emergency situation, to prevent immediate danger or serious bodily injury to the student or others in the environment.

Definitions

- A. Physical Restraint. Physical restraint means one or more persons using a physical hold to restrict a student's freedom of movement as a response to student behavior. A light touching of a student while conducting a physical escort or a touching to provide instructional assistance is not a physical restraint for purposes of this Guidance.
- B. Seclusion. Seclusion is the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving as a response to student behavior.

A written record of each use of seclusion or physical restraint shall be prepared and maintained in the student's Cen7ter record. The student's resident school district, shall also maintain a copy of each such record.

ESU 7 shall review [Article V, Section 5, C, Use of Restraints and Seclusion Policy](#) annually.

MANDATORY REPORTERS

[Article V, Section 5, A, Child Abuse and Neglect](#) (Reviewed June 2021)

Nebraska State Statute requires any person, including school employees, who have cause to believe that a child has been subjected to abuse or neglect, or observes such person being subjected to conditions, which reasonably would result in abuse or neglect, shall report such incident to the appropriate law enforcement agency and/or Child Protective Services. This report shall be followed by a written report. Nebraska State Statute requires that any court order requesting record will be followed and records will be released.

ESU 7 shall review [Article V, Section 5, A, Child Abuse and Neglect Policy](#) annually.

JOB SITE EXPERIENCE

Students may have the opportunity to gain job skills at various businesses in Columbus, Nebraska. Students will be accompanied by a Cen7ter staff member and will not be compensated for their work.

NONDISCRIMINATION

ESU 7 and Cen7ter hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. ESU 7 and Learning Academy does 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 programs and activities and provides equal access to designated youth groups. Complaints or concerns involving discrimination for students, employees, and others should be addressed to Tami Clay, Special Education Director/Title IX Coordinator, 2563 44th Avenue, Columbus, NE 68601 (402) 564-0815 (tclay@esu7.org)

VIDEO SURVEILLANCE

ESU 7 uses video cameras to help provide for the safety and well-being of all students, faculty, staff and visitors on school premises. The highest concern is providing a safe environment that encourages learning. The video surveillance equipment is intended to enhance security and safety in classrooms, hallways, lunch area, activity center, parking lot and other common areas in and around ESU 7 where privacy is not expected.

REMOTE AND OR BLENDED LEARNING - CONFIDENTIALITY

In the case of a necessity for remote and/or blended learning (some in person, some remote), our staff and students may use video conferencing software that allows for group video calling. Our staff may meet with your child individually using a video call, or with a group of students. To protect the privacy and confidentiality of all parties involved, when meeting with a group, all student's identities must remain confidential to that group.

Not allowed on video conferencing

- Taking pictures of the group video call,
- Posting pictures of the group on social media platforms
- Recording the group video call by anyone not on staff with ESU 7.

The identities of the other individuals visible in the group are strictly confidential. Sharing their identities with anyone outside of the group is absolutely prohibited.

SCHOOL CALENDAR



Learning Academy/Cen7ter Parent Cal. **LA/7 Student Start** **LA/7 Student End**
 August 2021 - July 2022
 245 Workdays
 SPED Cert Workday 185

LA/7 Student Start
 NO Students
 Unit Closed

August 2021 22 /13

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021 21

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021 21

S	M	T	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Nov. 2021 20 /19

S	M	T	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021 16

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022 20

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022 20

S	M	T	W	Th	F	Sa
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022 23 /21

S	M	T	W	Th	F	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022 19

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2022 21 /15

S	M	T	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022 22

S	M	T	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July 2022 19

S	M	T	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

*Reminder - follow your district calendar as well as this calendar. If your district does not have school, your student will not come to the ESU 7 campus.





**STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT
2021-2022**

After reading this document, I understand and agree with the contents of the Educational Service Unit 7 Cen7ter Student/Parent Handbook.

In the case of a necessity for remote and/or blended learning (some in person, some remote), our staff and students may use video conferencing software which allows for group video calling. Our staff may meet with your child individually using a video call, or with a group of students. To protect the privacy and confidentiality of all parties involved, when meeting with a group, all student's identities must remain confidential to that group.

Not allowed on video conferencing

- Taking pictures of the group video call,
- Posting pictures of the group on social media platforms
- Recording the group video call.

The identities of the other individuals visible in the group are strictly confidential. Sharing their identities with anyone outside of the group absolutely prohibited.

As a parent or guardian, I understand that all those present in a group video call have the right to privacy of their identities as students of the programs in which they attend. Therefore, their identities will stay confidential within the group.

I understand that I need to keep identities of other students private and confidential, meaning I will not share the names of individuals with anyone outside of the group. I understand that it is my responsibility to make sure that my child also does not violate the confidentiality of other students within the group.

Student Name _____

Student Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Student Services Principal Signature _____ Date _____





STUDENT CONTACT INFORMATION
2021-2022

Student Name _____ Gender _____ Birth Date _____

Parent/Guardian _____ Relation to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

When does the student live at this address? Please check
All of the time Some of the time due to visitations: Explain

Additional Parent/Guardian _____ Relation to student _____

If same as above, check here (then skip to phone #)

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

When does the student live at this address? Please check
All of the time Some of the time due to visitations, Explain

Emergency Contact #1 _____ Relationship to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

Emergency Contact #2 _____ Relationship to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____





STUDENT MEDICAL INFORMATION
2021-2022

Student Name _____

Please list all medications that this student takes

<u>Prescription Medication Name/Reason</u>	<u>Dosage</u>	<u>Time</u>	<u>*Given at School? (Circle)</u>
			Yes No
			Yes No
			Yes No
			Yes No
			Yes No

* Each medication given at Cen7ter MUST be accompanied by a doctor’s prescription and in the original bottle with attached label from the pharmacy.

Diagnosis
Please check any conditions that pertain to your child Diabetes _____ Allergies _____ Asthma _____ Seizures _____ Other (Specify Below)
Other health concerns/special needs
List any allergies
Special dietary needs
Hearing problems
Vision problems
Speech problems



Child Name

Recent hospitalization	
Any other health concerns we should know about	
Physician Name	Phone
Counselor/Psychiatrist	Phone

Parent/Guardian please Initial each for Consent:

- _____ I give permission for trained Cen7ter staff to provide prescription medications(s) as listed above.
- _____ I agree to notify Cen7ter immediately with any changes in medication orders and provide a current physician order.
- _____ I give permission for trained staff to provide Tylenol or Ibuprofen (according to manufacturer dosage instructions, and provided by the parent in the original packaging) to this student for discomfort and verify that the student has taken these medications previously without problem.

Parent/Guardian Signature _____ Date _____

Authorization expires one year following the date signed.





**ACCEPTABLE USE OF COMPUTERS AND NETWORKS STUDENT'S AGREEMENT
2021-2022**

In order to make sure that all members of the Cen7ter understand and agree to these rules of conduct, ESU 7 asks that you as a student user sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the ESU 7, and I understand and will abide by those guidelines and conditions for the use of the facilities of Cen7ter and access to the Internet. I further understand that any violation of the Cen7ter guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. Cen7ter disciplinary action and/or appropriate legal action will be taken.

Student's Name _____

Student's Signature _____ Date _____

This form will be retained on file by authorized faculty designee
for duration of applicable computer/network/Internet use.





**ACCEPTABLE USE OF COMPUTERS AND NETWORKS PARENT'S AGREEMENT
2021-2022**

In order to make sure that all members of the Cen7ter community understand and agree to these rules of conduct, we ask that you as a parent/guardian sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by ESU 7. As parent or guardian of the student named below, I grant permission for my son or daughter to access networked computer services such as electronic mail (email) and the Internet. I understand that this free access is designed for educational purposes. I also understand that individuals may be held liable for violations of those Terms and Conditions. However, I also recognize that it is impossible to restrict access to all controversial materials and I will not hold ESU 7 responsible for materials acquired or sent via the network.

I agree not to hold the ESU 7, any of its employees, or any institution providing network access to ESU 7 responsible for the performance of the system or the content of any material accessed through it.

Student's Name _____

Parent's Signature _____ Date _____

This form will be retained on file by authorized faculty designee
for the duration of applicable computer/network/Internet use.





**PERMISSION FORM
Media
2021-2022**

Student _____

I give permission for my child to

- have his/her name and/or picture/video appear in any
Yes____ **No**____ Local newspaper, local magazine, or T.V. (news) story highlighting projects and events at Cen7ter
Yes____ **No**____ ESU 7 owned Twitter, Facebook, Instagram or other online media to highlight projects and events at Cen7ter.
- be video-recorded, photographed or digitally recorded for education purposes*
Yes____ **No**____

*Educational Purposes consist of use only at our site or the student’s job sites and for student benefit (i.e. pictures of themselves on their locker spaces, photos of themselves in group pictures for students portfolios, videos of them performing a task for training, videos of a teacher instructing a lesson for the teacher and principal to reflect on instructional skills, video surveillance for safety purposes within our program, etc.)

Parent/Guardian Signature _____ Date _____





PERMISSION FORM

**Emergency Release of Information
and
Consent for Care**

2021-2022

Student _____

I give permission for my child to

Yes_____ **No**_____ for the Cen7ter staff to consent for my child to receive treatment by emergency personnel, in the case of an emergency when I (the parent/guardian) can not be reached.

Yes_____ **No**_____ have personally identifiable information regarding the student's unique needs (disability, medication, etc.) shared with police or other emergency personnel in the event the child is taken into their care.

Yes_____ **No**_____ have ESU 7 staff follow the emergency protocol for response to life-threatening or systemic allergic reactions (anaphylaxis) that is described in this handbook.

Parent/Guardian Signature _____ Date _____





PERMISSION FORM

**Participation in Activities
2021-2022**

Student _____

I give permission for my child to

Yes_____ **No**_____ Go on short trips to the library, park, bowling alley, grocery store or various other local sites and participate in those activities that may be performed at those locations (ie. bowl, play on equipment, etc.) during the school day. Transportation will be either walking or by local transport companies.

Yes_____ **No**_____ Go to a work site at an on or off campus setting and participate in the assigned tasks at those sites. Transportation will be either walking or by local transport companies.

Parent/Guardian Signature _____ Date _____





**Medication Delivery Information for Parents
2021-2022**

(Please fill out only if your child will be taking any medications at ESU 7)

Health care provider and parent permission is needed for all prescription medications that are used at school and school-sponsored activities.

- Parents/guardians are responsible for having medications delivered directly to the school in the original or pharmacy labeled container that will include the students name, healthcare provider's name, pharmacy name and phone number, name of medication, directions concerning dosage, special instructions if required, and date of prescription.
- If you are unable to deliver your child's medications when in need of a refill, you may authorize the bus driver/transportation staff to deliver medications to ESU 7.
- He or she will be responsible for safely transporting the medication/medications to ESU 7 and someone from our staff will collect what is sent and have the driver sign and date a medication delivery log. All medication/medications are counted in and locked in a secure storage unit. When your child needs a refill, someone will notify you via phone or text; please list your preference below.
- If there is a medication change you will need to obtain a physician order before we can administer the new medication. Your healthcare provider can make a copy and you can bring it to ESU 7 or they can fax it to 402-563-1121 Attention Nicki Brigham or Leanne Blanchard. The order must contain the name of the child, diagnosis or reason they are taking the medication, date of order, name of medication, dose, and duration of order. The duration cannot exceed the current school year. It must be signed and dated by the healthcare provider and include their phone number.
- If you plan on delivering your child's medication/medications, please notify ESU 7 staff so they can anticipate your arrival and have the appropriate paperwork ready.
- ESU 7 staff will be available for medication drop off through school hours Monday-Friday from 7:30 AM to 4:30 PM.

Please indicate your preference for medication delivery: (Mark any that may apply)

Yes _____ No _____ I will be delivering my child's medication/medications.

Yes _____ No _____ The bus driver/transportation staff will be delivering my child's medication/medications.

Parent/Guardian Signature _____ Date _____



RN and/or Student Services Principal Signature _____ Date _____



2021-2022

Parental Authorization and Release Form for Administration of Over-the-Counter

Medications

The undersigned is the parent or guardian responsible for the following student:

Student Name _____

If it is necessary that the student receives over-the-counter medications while attending the Cen7ter during the school day, the following procedure will be implemented:

1. The RN will make an assessment to determine the need for the medication. Nursing interventions are always implemented prior to the administration of medication. These are non-medicinal interventions that may include deep breathing to relax, hydration, snack, toileting, etc.
2. If it is determined that the student is in need of medication the parent or guardian will be notified prior to administration.
3. The medication approval or denial will be documented in the medication administration record.
4. If approved the RN or designated medication staff will administer the medication as directed and send home a communication form detailing the reason the medication was given, time administered, etc.

Please remember that any medication that is listed on this form must be sent to school with the student in the original bottle. (We can NOT provide over the counter medication, it must be sent to us for your child's use).

Please make sure that the medication is not expired and will not expire within the school year. The medication(s) will be labeled, counted in, and documented on the medication administration record. They will be locked in a secure cabinet within the Cen7ter.

I hereby authorize the Cen7ter staff to administer the following over-the-counter medication/medications:

Signature of Parent/Guardian _____ Date _____

This form is valid for 1 year from the date of signature. If you have any questions please feel free to contact us.

Nicki Brigham, RN
nbrigham@esu7.org

Leanne Blanchard
Cen7ter/Learning Academy Student Services Principal



402-564-0815 Ex. 1052

blanchard@esu7.org
402-564-0815 Ex. 1008



ESU7 *learning academy*

Student/Parent Handbook

2021-2022



ESU 7 Student Services

2563 44th Ave.
Columbus, NE 68601
402-564-0815

ESU 7 Main Office

2657 44th Ave.
Columbus, NE 68601
402-564-5753

WELCOME

The Board of Directors, administrators, and staff at Educational Service Unit 7 are pleased you have chosen our services. In our program, each student will be provided with educational opportunities to meet academic and behavioral needs. Students will either receive support in completing their resident school district curriculum in core subjects or a specially-designed program agreed upon by the IEP team. All students will be presented with instruction on social-emotional skills. Opportunities to access art, music, and physical education will also be available.

The purpose of this handbook is to provide you with some general information about our services and answer any questions you have regarding our procedures. If you have additional questions, please do not hesitate to call your child's teacher or the ESU 7 Director of Special Education.

Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all-encompassing so as to cover every situation and circumstance that may arise during any school day or school year. This handbook does not create a "contract." The administration reserves the right to make decisions and make rule revisions at any time to implement the educational program and to assure the well-being of all students. The administration will be responsible for interpreting the rules contained in the handbook. Should a circumstance arise that is not specifically covered in this handbook, the administration will make a decision based up all applicable ESU 7 policies, and state and federal statutes and regulations.

VISION

ESU 7 Learning Academy will support students in unlocking their potential by working in cooperation with stakeholders and meeting students where they are academically, behaviorally, and socially to build on their strengths.

MISSION

ESU 7 Learning Academy will strive to support students in developing the behavioral and academic skills needed to successfully transition to their resident school districts and communities as engaged and capable students.

VALUES

These are the ideals we intentionally and relentlessly model, teach, and reinforce:

- Grace
- Resilience/Perseverance/Grit
- Generosity
- Engagement
- Compassion
- Responsibility
- Gratitude
- Integrity
- Vulnerability



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CONTACT INFORMATION

Student Services Main Number 402-564-0815, ext. 1017

ESU 7 Administrator

Larriane Polk
402-564-5753 ext. 1001
lpolk@esu7.org

ESU 7 Student Services Principal

Leanne Blanchard
402-564-0815 ext. 1008
lblanchard@esu7.org

Mental Health Practitioner

Ronelle Jackson
402-564-0815 ext. 1044
rjackson@esu7.org

ESU 7 Special Education Director

Tamra Clay
402-564-0815 ext. 1018
tclay@esu7.org

Teacher

Anne Baptiste
402-564-0815 ext. 1049
abaptiste@esu7.org

Registered Nurse

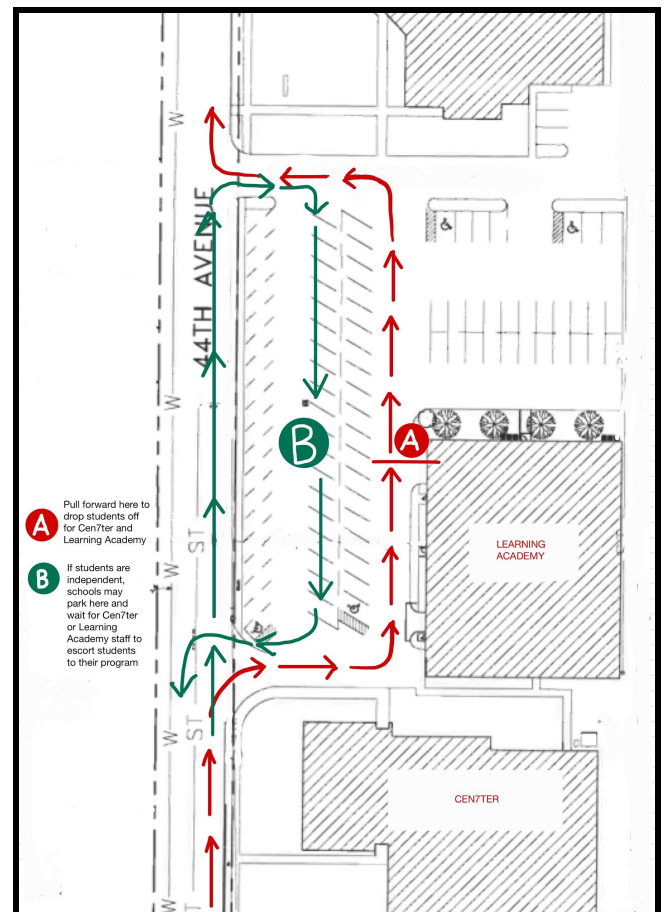
Nicki Brigham
402-564-0815 ext. 1007
nbrigham@esu7.org

LOCATION

The Learning Academy is located in the center building on the ESU 7 campus in Columbus, NE.

DROP OFF / PICK UP

Resident school districts are responsible for the drop-off and pick-up of students. School vehicles dropping off students with physical impairments will enter the ESU 7 parking lot via the south entrance on 44th Avenue and will pull to the area indicated with a stripe at the north end of the Learning Academy (see area on map marked A). School vehicles dropping off students who are able to ambulate independently, may enter the ESU 7 parking lot via the north entrance on 44th Avenue and pull into any of the parking stalls to wait for Learning Academy staff members to escort him/her to the building (see area on map marked B). The diagram below illustrates the procedure.



PLACEMENT

Placement is an Individual Education Team (IEP) decision. Each district has established educational teams to identify students in need of such intensive services. Students should be verified as a student needing assistance according to the Nebraska Department of Education Rule 51. The resident school district IEP team will make the recommendation for placement at Learning Academy after the application process is complete and with Learning Academy personnel collaboration. Students are contracted into the program by resident school districts and payment is made on a pre-approved daily rate.

SCHOOL HOURS

School is in session from 9:30 am – 2:30 pm. Since the staff must have adequate time for meeting and planning the daily activities, it is important that students do not arrive before 9:25 am and are picked up at 2:30 pm.

LATE ARRIVAL AND EARLY DEPARTURE INSTRUCTIONS

Notify the Learning Academy if you will be dropping her/him off late or picking up early. Notify the resident school district so that transportation will be notified.

DRESS CODE

Values

- All students should be able to dress comfortably for school without fear of or actual unnecessary discipline or body shaming.
- All students and staff should understand that they are responsible for managing their own personal "distractions" without regulating individual students' clothing/self-expression.
- Teachers can focus on teaching without the additional and often uncomfortable burden of dress code enforcement.
- Students should not face unnecessary barriers to school attendance.
- Reasons for conflict and inconsistent discipline should be minimized whenever possible.

Code

1. It is important your child dresses properly for school (Ex. hats, mittens, and boots are appropriate for the cold and wet weather). Shorts are allowed in school only when the temperature is projected to be higher than 60°F. For the comfort of your child, only walking-length shorts will be allowed. Shorts should be long enough to protect the child when seated on varnished or plastic seats. Girls should wear shorts/tights/leggings under dresses due to floor-type activities. Improper logos on shirts will not be allowed in the Learning Academy (Ex. tobacco, alcohol, drugs, gang affiliation, profanity, etc.). Footwear must be safe and appropriate for the activities of the day.
2. Student dress and personal grooming must not be disruptive to the educational setting. If the students do not meet dress code, he/she will change into Learning Academy clothes.

3. Masks - In the case of health risk due to a pandemic or other health-related concerns all students will be required to, at a minimum, follow the mask guidelines defined in ESU 7 Return to Services/School Plan unless one of the following persists:
 - The student has a disability and reasonable accommodation excuses the student from wearing a mask for some or all of the school day;
 - The student's Individualized Education Program (IEP) team has determined that wearing a mask for some or all of the school day would interfere with the student's ability to receive a free, appropriate public education and that determination is documented in the student's IEP;
 - Another legally valid reason exists to modify the face covering requirements and such reason has been approved in writing by the student's Principal and ESU 7 administration.
 - OR Their parent or guardian has opted their student out of being required to wear a mask by executing a written document and such document is on file in the office of the Principal at the time at issue. This option is only available to students whose contracting district has such a process.

ATTENDANCE AND ABSENCES

Regular and punctual student attendance is required. The Learning Academy is required to maintain an accurate record of student attendance. If a student must be absent, it is the parent's responsibility to notify the resident school district secretary. Your resident school district will contact the Learning Academy. Parents may also contact the Learning Academy.

Parents are also required to notify the resident school district AND the Learning Academy if they plan to pick their child up during the day in order to cancel afternoon transportation.

STUDENT PROGRESS REPORTS

Student progress reports will be sent to the resident school district by the Learning Academy teacher on a quarterly basis. If you have any questions regarding the report, please call and schedule a conference time with your child's Learning Academy teacher.

IEP CONFERENCES

An Individual Education Plan (IEP) conference to review your child's progress will be scheduled by the resident school district annually. Each person participating in the conference will be notified in writing as to the date, time, and place of the conference. If you wish to discuss your child's progress or have concerns at any other time during the school year, we encourage you to contact your child's Learning Academy teacher and arrange a time to meet.

TRANSPORTATION

To/From Learning Academy Arranged on an individual basis through the resident school district. Contact your resident school district with any questions

Day Trip Provided by local transit companies. Contact Student Services Principal with any questions



State law requires students to wear seat belts at all times (this includes wheelchairs) unless being transported by bus. During the time students are being transported, they are required to conduct themselves as they would at any other phase of the educational program. If problems occur during transportation, a specific plan may be developed that ties into the behavior program for your child.

LUNCH

Lunch will be delivered each day to Learning Academy through a contract with the Columbus Public Schools Food Program. The cost of lunch will be included in the cost of tuition to the Learning Academy.

The Learning Academy lunch program will meet or exceed the nutritional guidelines for the requirements of federal and state law and regulatory authorities and no food in competition with the school lunch program shall be sold or otherwise made available to students anywhere on Learning Academy premises during the period of one-half hour prior to the serving period for lunch and lasting until one-half hour after serving lunch. The students may bring their own lunches. Parents are encouraged via health promotional materials to make healthy choices for student lunches.

INDOOR / OUTDOOR ACTIVITIES

Indoor/outdoor activities give students the opportunity to relax, breathe in the fresh air and/or work off excess energy. Therefore, all children are expected to participate in these scheduled Learning Academy activities unless a medical condition as identified by a doctor prevents participation. As cold weather approaches, please dress your child accordingly. If the students are not able to have outdoor activities on excessively cold days or during inclement weather, exercise will be structured in the Activity Room.

ACADEMIC RESPONSIBILITY

Students will earn grades in the core academic areas from their resident school district. When the IEP team meets to change a student's placement to the Learning Academy, a plan will be agreed upon for getting academic materials to/from the Learning Academy. Completed work will be returned to the resident school district. Learning Academy staff will support students with a goal of returning passing schoolwork to the student's resident school district. If the student does complete his/her school work, the Learning Academy will work through the Points and Level System.

DISCIPLINE

It is our belief that the best way to improve and stabilize student behavior is through teaching and reinforcing desired behaviors while reducing the effectiveness of undesired behaviors. All students should be treated with dignity and respect, regardless of their behavior. At the Learning Academy, students earn access to activities, technology, tangibles, and other

privileges through the demonstration of the target behaviors outlined in their IEP/BIP and compliance with school rules and expectations. Failure to demonstrate desired behaviors will result in missed opportunities to access preferred items and activities as outlined in the Points and Levels System. Discipline response will need to follow the student's IEP and Behavior Intervention Plan (BIP). Specific interventions, consequences, and supports are defined within the IEP/BIP.

If the behavior results in a situation where the student's IEP team needs to convene and create an adjusted plan before returning to the Learning Academy campus, the student's resident school district will be contacted and the resident school district will follow their procedures for discipline until the meeting and the creation of an adjusted plan can occur.

SCHOOL CLOSING / CANCELLATION

Parents/guardians will annually receive an ESU 7 Learning Academy calendar. Please note this calendar may differ from the resident district calendar.

- If your resident school district is not scheduled to be in session, your child will not attend the Learning Academy for the day (Ex. spring break, Martin Luther King, Jr. Day, President's Day).
- If the main offices of ESU 7 are closed due to inclement weather, the Learning Academy will also be closed.
- If your resident district is closed due to inclement weather, your child will not attend the Learning Academy.
- If the main offices of ESU 7 are opening late, the Learning Academy schedule will adjust to the opening of the main offices.
- If the resident district has a late start, AND travel to the Learning Academy is safe after school resumes, your child may attend the Learning Academy.
- If travel is unsafe, the decision for transporting your child to the Learning Academy will be made by the resident school districts in collaboration with ESU 7 Student Services Principal.

Please access the following locations for closing, cancellations, and late starts: WOWT, KLIR 101 (AlphaMedia), KETV, mycentralnebraska.com, Twitter, Facebook.

FIRE DRILLS / TORNADO DRILLS / EMERGENCY DRILLS

Fire Drills and Tornado Drills are conducted throughout the school year in accordance with state guidelines. Other drills throughout the year will be an evacuation, school secure, and school lockout. Immediate attention must be observed throughout the entire drill. Students do not talk or run during the drill. Learning Academy teachers will instruct and practice these procedures with students on the first day/week of class as well as throughout the school year as needed. Special accommodations will be made for those students whose medical condition would be exacerbated by participating in drills.

COMMUNICATION

Continuous and open communication between teachers and parents is important to creating a successful school experience for our students. Two-way communication between the Learning

Academy, resident school district, and home is important. The educational process is the sharing of information between the teachers, the learner, and parents/guardians. Informal communication and personal calls between parents, Learning Academy staff, and students are discouraged.

Parents can expect their child to come home each day with a daily data sheet. Students should return the signed data sheet the following morning. Parents are encouraged to be in frequent contact with their child's Learning Academy teacher through email and/or phone calls. If you need to call the Learning Academy to visit with your child's teacher, please do so between 7:30-9:30 am or 2:30-4:30 pm. Learning Academy staff will only be called to the phone for emergencies during the day. The Student Services Principal may be reached throughout the day at 402-564-0815.

If you need to contact your child during the school day, please call the Student Services phone number and the secretary will get the message to the student. Due to the disruption of the classroom, we ask that you not call the classrooms directly during the school day or request your child come to the phone.

If there are any changes in your child's environment, physical or medical condition, please communicate via written note/email.

STUDENT AND STAFF RELATIONSHIPS

All students and Learning Academy staff are expected to recognize and support the following affirmation:

1. That there be demonstrated, at all times, a respect for others regardless of race, religion, gender, national origin, age, personal well-being, sexual orientation, or economic status.
2. That language of any kind, which is disparaging or demeaning to others, shall not be tolerated, such as racial, religious, or sexual epithets.
3. Both Learning Academy staff and students are expected to exhibit good judgment, respect, and sensitivity for others.

STUDENT ATTITUDE

If a problem arises with another student in the classroom, it is recommended that the student discuss the problem with a teacher or other staff member. A staff member will work with students(s) on the problem and help resolve it in a positive manner. The staff endeavors to help students problem-solve. Being open and honest with the staff is recommended for best results.

Each student is responsible for his/her own conduct. Some suggestions to aid in this are listed below:

1. Stay in the assigned area.
2. Follow verbal/picture directions.
3. Participate in class (group) discussions.
4. Ask for help.
5. Make corrections quietly without argument or complaint.



6. Find a quiet activity to work on if you have finished and corrected your work.
7. Respect others. This includes no verbal or physical abuse and stealing.
8. Use appropriate language.
9. Respect the property of the school and others.
10. Respect yourself.

Potential behaviors that may result in loss of privileges or IEP/BIP review:

1. Fighting
2. Striking a staff member or peer
3. The use of, sale, or possession of drugs, alcohol or drug paraphernalia, or any illegal substance or facsimile
4. Theft
5. Cheating
6. Intimidation
7. Destruction of property. It should be noted that the student would be held responsible for payment of the damages of such property
8. Any behavior that endangers the student, his/her peers or staff member
9. Continual use of profane or sexually suggestive language in the school setting
10. Harassment of a student or staff member
11. Sustained lack of progress in the program

VISITING SCHOOL

Parent(s)/guardian(s) are always welcome as Learning Academy visitors. If you would like to visit, please contact the Student Services Principal to schedule a time. When visiting the Learning Academy, please help us to protect the privacy of all students and families. Do not disclose names, situations, or photographs of any other student to anyone outside the Learning Academy or on social media without written parent consent from each child involved. While we appreciate your interest in all of our students, please understand that we will be unable to answer any questions regarding other students. The Learning Academy administration reserves the right to deny visitation at any time to any party. Again, we ask that all visitors schedule times in advance of the proposed visit time and provide the purpose of the visit to the Learning Academy administration. All visitors must follow the health guidelines put in place by ESU 7 while visiting our program.

ELECTRONIC DEVICES

Students are not to bring items to school that are not required for educational purposes or otherwise allowed by the teacher. These items include, but are not limited to tablets, laser pointers, and handheld games. These items pose a risk for theft and interference with the educational process. Personal devices (Ex. cell phones) will be locked in the students' locker each day. Access to those personal devices depends on where the student is in the Level System and the privileges they have access to within that system. When an item becomes a distraction to themselves or other students, the classroom teacher will remove the device and lock it in the office until the end of the school day. The device will be returned to the student at the end of the school day. If it becomes a regular disruption, the Student Services Principal will notify the parent and resident school district to address the problem in the BIP.

DIGNITY ROOM

Dignity rooms are used for a variety of reasons for students at the Learning Academy. These rooms can be used for students to take a break, use their calming strategies, work on school work with minimal distractions, read quietly, play a game with a partner, etc. The dignity rooms can also be used for students who need a safe place to regulate their emotions. Staff will always be present with students using the dignity rooms either within the room or directly outside the door where students can be observed through the window. Sometimes students need seclusion to help them calm down when they are in crisis and the dignity rooms are made to provide that space. Please see the section regarding seclusion for more details on page 27.

LEVEL SYSTEM

Level System

Students will have individualized advancement plans based on their grade and/or their behavioral needs.

Level 1

- Participating in class with peers
- Access to board and card games
- Access to sensory room
- Access to gym and gym equipment
- Access to technology for schoolwork
- To transition to level 2, student must meet their daily goal for 5 or 10 days (dependent on age or ability) which will be set by the team. Days do not have to be consecutive.
 - Students at Level 1 can also be placed on a Personalized Support Plan Level 1 (PSI). The targets and goals of this individualized plan must be met before the student can progress through the regular level one programming. A PSI program may be necessary for students who need additional individualization to progress through the leveled program.

Level 2

- Technology privileges - at designated reward times, students can use technology for school-appropriate entertainment and games.
- Monday Clubs
- To transition to level 3, student must meet their daily goal for 5 or 10 days (dependent on age or ability) which will be set by the team.

Level 3

- Field trips (educational with Learning Academy staff here local and/or resident school district class activities)
- Friday Funday
- Choice seating at lunch

- To transition to level 4, student must meet their daily goal for 5 or 10 days (dependent on age or ability) which will be set by the team. With the last 5 days being consecutive.

Level 4

- Traveling privileges - Students can use their tokens to purchase trips of their choice in the community (with Learning Academy staff - here local)
- Out-to-Eat Lunch - Students can use tokens to order lunch from a restaurant
- At level 4, students begin to work on additional expectations that will be present when they return to their home district. This includes; homework on a daily basis, additional coursework expected during the day, etc.
 - To transition to Natural, student must meet their daily goal for 5 or 10 days (dependent upon age or ability) which will be set by the team. With the last days being consecutive.
- Off Card/Natural. Students have to meet their behavior goals for 10 consecutive days and then the transition back to their home school may begin.
 - Student may no longer carry a data sheet
 - Student continues taking homework to and from school
 - Student participates in program and has access to privileges at all levels
 - Student earns tokens at a per-day rate rather than as a period-by-period reinforcer
 - Student successfully use their coping mechanisms on a consistent basis when they are confronted with a problem or frustration.
 - To begin the transition process back to their home school, students must meet academic and behavioral expectations for 10 consecutive days, then continue to meet those expectations during the transition process.

Transition

Learning Academy staff will work with the resident district to create an individualized plan to successfully transition the student back to the resident district.

Level 0

- When a student has demonstrated behaviors that would cause him/her to lose days or levels but has no days to lose, that student would be placed at level 0. Students will also be assigned to Level 0 by the program principal if they endanger the safety of or harm others. Students at Level 0 work separately from peers. Students on Level 0 have no earning privileges, so they do not earn any credits in the token economy while at this level. Students on Level 0 do not get to eat with their peers.
- Students may earn their way off level 0 with a plan designed by the Student Services Principal.
- Examples of expectations
 - By meeting their individual behavior goals on their data sheet.

- Compliance with specific tasks as assigned by the teacher/principal
- Processing with staff and or peers involved
- Meeting with the mental health practitioner
- Completing restitution plan

Reasons for loss of days and levels (examples)

Disruptive Behavior that Requires Peers to Work Elsewhere, 1 day

Persistent Refusal to Participate in Program (1 hour of non-compliance), 1 day

Leaving an Area Without Permission, 1 day

Property Damage, 1 level

Endangering the safety of others, 0'd Out

Monday Clubs

Students at Level 2 or above will have the option of participating in on-site clubs on Monday afternoons. Students on Level 1 will have quiet study time. Clubs will be tailored to student interests (For example: art club, Lego club, Beyblade club, etc.)

Friday Funday

Students on Level 3 or higher will get to participate in an activity on Friday afternoon. The activity may vary. Staff will post the Friday activity at the beginning of each week. (Ex. Movies, dodgeball tournaments, activities in the community like bowling, YMCA, etc.)

Data Sheets

Each student participating in the program will have a data sheet to track their daily progress on their behavioral goals. The daily report will also be used to communicate with parents about the child's day. Students are expected to return the data sheet each day with a parent/guardian signature.

PERSONALIZED SUPPORT

Students who need more intense and individualized support than the leveled system can provide, will be provided additional personalized support. These personalized supports offer more individualized programming based on each student's needs. The student's Learning Academy and IEP team will create a more specific personalized support plan to implement into the student's Behavior Improvement Plans (BIP). Students will be required to meet a set of goals created by their team while receiving personalized support before moving over to using the leveled point system program described above.

PUPIL SUPPLIES

The Learning Academy will provide educational materials. Parents/Guardians will be notified of specific school supplies and/or personal items needed. Any requests throughout the year will be reasonable and your cooperation in making sure your child has the necessary items by the date

specified is appreciated. Parents/Guardians may need to supply batteries for your child's personal communication devices such as Dynovox and hearing aid batteries.

ANTI-BULLYING

[ESU 7 Policy, Article V, Section 6, C](#) (Reviewed June 2021)

It is the policy of ESU 7 to provide a physically safe and emotionally secure environment for students and staff. The administration and staff are to implement strategies and practices to reinforce and encourage positive behaviors by students. Positive behaviors include non-violence, cooperation, teamwork, understanding, and acceptance of others. The administration and staff are to implement strategies and practices to identify and prevent inappropriate behaviors by all students, including anti-bullying education for all students. Inappropriate behaviors include bullying, intimidation, and harassment. Bullying means any ongoing pattern of physical, verbal, or electronic abuse in areas within the control or jurisdiction of the ESU.

ESU 7 shall review [Article V, Section 6, C Anti-Bullying Policy](#) annually.

PHYSICAL ASSAULT

Physical assault will not be tolerated at the ESU 7 Learning Academy. Harassment of students, staff, or visitors by other students will not be tolerated at the Learning Academy. This policy is in effect while students are on the ESU 7 grounds, Learning Academy property, or on property within the jurisdiction of the Learning Academy; while attending or engaged in school activities; and while away from the Learning Academy if the misconduct directly affects the good order, efficient management, and welfare of the school. Such assaults may result in removal from the Learning Academy, an IEP review, or police reports with charges being filed. If a physical assault occurs, the Learning Academy will contact the parent.

The following steps may be followed:

1. Contact local law enforcement
2. Contact resident school district

WELLNESS

[ESU 7 Policy, Article V, Section 7, F](#) (Revised June 2021)

It is the policy of ESU 7 to provide curriculum, instruction, and experiences in a health-promoting environment to instill habits of lifelong learning and health when providing services to students in its own school programs, to be generally consistent with that in place in the schools from which students served by ESU 7 are enrolled. Therefore, the Board adopts the following Wellness Policy applicable to any school program in which the services are provided by ESU 7 in a school setting other than within a school district served by ESU 7.

1. Goals to Promote Student Wellness

Learning Academy has established the following student wellness goals that are designed to promote student wellness in a manner that Learning Academy determines to be appropriate:

- Nutrition Education. To implement a curriculum that meets or exceeds the health and nutrition education objectives established by the Nebraska Department of Education.



- Physical Activity. To implement a curriculum that meets or exceeds the health and physical education objectives established by the Nebraska Department of Education.
- Other School Activities. To offer other suitable opportunities for students to engage in health-promoting activities.

The ESU 7 Special Education Director or designee shall establish such further goals as are determined appropriate to meet the stated mission.

2. Nutrition Guidelines

Nutrition guidelines have been selected by Learning Academy for all foods available to students during the school day with the objective of promoting student health and reducing childhood obesity. The guidelines are as follows:

- (1) any lunch program offered by Learning Academy will meet or exceed the requirements of federal and state law and regulatory authorities and
- (2) no food in competition with the school lunch program shall be sold or otherwise made available to students anywhere on Learning Academy premises during the period of one-half hour prior to serving lunch and lasting until one-half hour after the serving of lunch. The ESU 7 Special Education Director or designee shall establish such further nutrition guidelines as are determined appropriate to meet the stated mission.

3. Plan for Measuring Implementation and Designation of Responsible Persons

The ESU 7 Special Education Director or designee is charged with operational responsibility for ensuring that the ESU meets the Wellness Policy. The ESU 7 ESU 7 Special Education Director or designee shall measure implementation of the Wellness Policy by conducting periodic reviews or receiving periodic reports.

Due to the unique nature of Learning Academy, it is understood that all students have an Individualized Education Plan (IEP), which will provide the basis for the Wellness Policy guidelines.

4. Development of Policy

Learning Academy assures that the development of the Wellness Policy involved the ESU Board, administrators, and staff.

ESU 7 shall review [Article V, Section 7, F Wellness Policy](#) annually.

HEALTH SERVICES

[Article V, Section 7, B Emergency Medical Aid](#) (Reviewed June 2021)

[Article V, Section 7, B Dispensing Medication policy](#) (Reviewed June 2021)

The Learning Academy has a registered nurse on staff. Because many of the children in the Learning Academy are medically fragile (susceptible to illness that is minor for the majority of the population, but could become life-threatening for some of our students) it is extremely important to keep ill children home for the duration of the illness. (Reference - Contagious and Infectious Disease/Condition Minimum Isolation Standards set by the Nebraska Department of Health and Human Services.)

Guidelines to keep children at home or to send them home:



- fever of 100 or more (axillary temperature (underneath armpit) of 99=100, rectal temperature of 101=100), and must stay below 100 for 24 hours before returning to school without the use of acetaminophen (Tylenol) or ibuprofen (Advil)
- questionable illness or injuries which may require evaluation by a physician
- undiagnosed rash/skin lesion
- inflamed red eyes and/or drainage
- earache and/or drainage from the ear
- sores that appear infected or are draining
- lethargy (extreme tiredness uncharacteristic of the child)
- extreme paleness uncharacteristic of the child
- any contagious disease such as chickenpox (contagious for one week through upper respiratory tract), influenza, cold symptoms with green or yellow nasal discharge, croupy or persistent cough, diagnosis of strep throat, conjunctivitis (pink eye), or any other illness that requires treatment with antibiotics, etc.
- nausea/vomiting (no vomiting for 24 hours before returning to school) infectious diarrhea (no yellowish or greenish liquid stools with a water ring surrounding it for 24 hours before returning to school)
- refusal to eat or drink the two previous meals
- complaints of headache or stomach ache that seems debilitating
- infestations such as scabies or head lice (not including nits only) excluded from school until treated

Students who are ill will be sent home at the discretion of the nurse or Student Services Principal. When a student needs to be sent home, Learning Academy will contact the resident district for transport.

Minor injuries will be treated by Learning Academy staff who have been trained in First Aid and CPR when the nurse is not in the building. As written and approved in ESU 7 policy, in the event that further medical attention is deemed necessary, parents/guardians will be notified immediately. In the event a child needs immediate medical care, they will be transported to the nearest medical facility.

To help ensure the health and safety of our children, Educational Service Unit 7 personnel shall only administer medications to students when following directions specified in a medication policy. Learning Academy staff will follow ESU 7 policy when administering medications.

ESU 7 shall review [Article V, Section 7, E Emergency Medical Aid policy](#) annually.

ESU 7 shall review [Article V, Section 7, B Dispensing Medication policy](#) annually.

Educational Service Unit 7 Process for Administering Medications

[Article V, Section 7, B Dispensing Medication policy](#) (Reviewed June 2021)

1. Authorizations for Prescription Medications. Prescription medications may be administered when the following are on file with the ESU:
 - a. Physician's Authorization A physician's signed, dated authorization including the name of the medication, dosage, administration route, time to be given, and reason the student is receiving the medication.



- b. Caretaker's Authorization A caretaker's signed and dated authorization or permission to administer the medication during school. (Note- All references to "caretaker" in this policy shall mean a parent, foster parent, family member, or legal guardian who provides care for the student for whom medication is to be administered. The laws include a "friend" as a caretaker, but the ESU will not ordinarily recognize such an individual as a "caretaker" for the purposes of medication administration).
 - c. Original Packaging The medication is in its original packaging and is labeled as dispensed by the prescriber or pharmacist. The label must name the student and identify the medication, strength, time interval and route to be administered. If needed, the physician may be contacted for clarification.
- 2. Authorizations for Non-Prescription Medications Non-prescription medications may be administered provided that a caretaker's authorization is provided in the form established by the Administrator or designee and the medication is in its original packaging.
- 3. Renewal of Authorizations Medication authorizations must be renewed annually and updated immediately as changes occur.
- 4. Documentation Accurate medication administration records are to be kept and maintained. Documentation of each dose of medication administered shall be made reflecting the student's name, the name of the medication, date, time, dosage, route, the signature and title of the person administering the medication and any unusual observations, and any refusal by the recipient to take or receive the medication. Medication documentation shall be kept confidential in accordance with the policies and practices concerning student records, provided that medication administration records shall be available to the Department of Education and the Department of Health and Human Services Regulation and Licensure for inspection and copying according to the Family Education Rights and Privacy Act (FERPA) requirements. Such medication administration records shall be maintained for not less than two years.
- 5. Storage Medication shall be stored in a locked or otherwise secure area in accordance with the manufacturer's or dispensing pharmacist's instructions or temperature, light, humidity, or other storage instructions. Only authorized personnel who are designated by the administration shall have access to the medications. The school nurse shall establish procedures for monitoring the storage and handling of medication, the medication's expiration date, and the disposal of medication.
- 6. Receipt and Disposal of Medications Medication shall be delivered to ESU personnel and picked up by the parent or resident school district personnel when accompanied by a signed/dated permission to do so by the parent. When medication is received, the amount received should be documented. Medication that is either past the expiration date or not claimed by the parent a reasonable time following the student's departure from the ESU program shall be destroyed. Procedures for destroying medication shall include a witness and documentation.
- 7. Administration of Medication by ESU Personnel
 - a. Administration of Medication Administration of medication includes, but is not limited to the following items:
 - i. Providing medications for another person according to the "five rights" (getting the right drug to the right recipient in the right dosage by the right route at the right time);
 - ii. Recording medication provision; and

- iii. Observing, monitoring, reporting, and otherwise taking appropriate actions regarding desired effects, side effects, interactions, and contraindications associated with the medication.
- b. Authorized ESU Personnel Administration of medication shall only be done by the following personnel:
 - i. Health Care Professionals (School Nurses). This means an individual who holds a current license from the Department of Health and Human Services Regulation and Licensure for whom administration of medication is included in the scope of practice. For purposes of this Policy, such individuals are referred to as “school nurses.”
 - ii. Medication Competent Staff. This means a staff member of the ESU who, by arrangement with the school in which the student is enrolled is an employee of the ESU for purposes of the medication administration laws and who has been determined to be competent to administer medication in accordance with the competency assessment standards established by law. A medication competent staff member is to be subject to direction and monitoring, which involves the responsibility for observing and taking appropriate action regarding any desired effects, side effects, interactions, and contraindications associated with the medication. Direction and monitoring are to be done by a recipient with the capability and capacity to make an informed decision about medications, a caretaker, or the school nurse. Medication competent staff members are to promptly report any medication errors or concerns to the school nurse.
 - iii. Routes of Medication Administered by ESU Personnel
 - 1. Routine Medication via Oral, Inhalation, Topical, and Installation Routes School nurses and medication competent staff may provide routine medications (meaning the frequency of administration, amount, strength, and method are specifically fixed) by the following routes:
 - a. Oral, which includes any medication given by mouth including sublingual (placing under the tongue) and buccal (placing between the cheek and gum) routes and oral sprays
 - b. Inhalation, which includes inhalers, and nebulizers. Oxygen may be given by inhalation;
 - c. Topical application of sprays, creams, ointments, and lotions and transdermal patches; and
 - d. Instillation by drops, ointments, and sprays into the eyes, ears, and nose.
 - 2. Administration of Medication via Additional Routes, PRN Medication, and Observing and Reporting School nurses and medication competent staff may provide medication by additional routes (“additional routes”), provide PRN medication (PRN medication means an administration scheme in which a medication is not routine, is taken as needed and requires assessment for need and effectiveness), or participate in

observing and reporting for monitoring medications only under the following conditions:

- a. In the case of a medication competent staff member, a determination has been made by the school nurse or by the student's physician or duly licensed health care professional that these activities can be done safely for the specified recipient by the medication competent staff member and the determination is placed in writing.
 - b. Directions for additional routes must be for recipient-specific procedures and must be in writing.
 - c. Directions for PRN medication must be in writing and include parameters for provision of PRN medication.
 - d. Directions for observing and reporting for monitoring medication must be in writing and include the parameters for the observation and reporting.
 - e. ESU personnel administering the medication shall comply with the written directions.
3. Injections School nurses will ordinarily be responsible for medications that must be provided or administered by injection. A medication-competent staff member will not ordinarily administer medications by injection without specific training on injection administration. Students may be authorized to self-administer medication as hereafter provided.
- c. Refusal to Administer Medication The ESU may refuse to give medication if after reasonable and prudent research by an ESU or school health care professional a decision has been made that the dosage prescribed exceeds that which is recommended in the Physician's Desk Reference, Mosby's Nursing Drug Reference, the most recent edition of the Nursing Drug Handbook, or other pharmaceutical manuals handbook; or when a drug or substance is not currently approved by the FDA. When ESU personnel refuse to carry out a request to administer medication, the Administrator or designee is to be notified and efforts are to be made to work out a suitable solution (such as changing the time of administration, dosage, or the medication) with the parent or guardian and the physician.

ESU 7 shall review [Article V, Section 7, B Dispensing Medications policy](#) annually.

Educational Service Unit 7 Response to Life-Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)

(Title 92, Chapter 59, Section 006)

A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak, AND



DEATH CAN OCCUR. Immediate allergic reactions may require emergency treatment and medications.

Emergency Protocol:

1. Summon school nurse if available. If not, summon designated trained, nonmedical staff to implement emergency protocol
2. Instruct someone to call 911
3. Check airway patency, breathing, respiratory rate, and pulse
4. Administer an IM EpiPenJr. for a child less than 50 pounds or an adult EpiPen for any individual over 50 pounds (In Nurses labeled cupboard in the office)
5. Follow with nebulized albuterol (premixed) while awaiting EMS. (In Nurses labeled cupboard in the office)
6. Determine cause as quickly as possible
7. Monitor vital signs (pulse, respiration, etc.)
8. Administer CPR, if indicated until EMS arrives
9. Contact parents immediately and physician as soon as possible
10. Any individual treated for symptoms with epinephrine at school will be transferred to medical facility
11. Notify ESU 7's Student Services Principal, Special Education Director, and student's district administration

The emergency EpiPens and nebulized albuterol can be accessed in the nurse's labeled cupboard in the office of each building.

As a parent, you have the right to refuse this emergency action. If you do not want our staff to follow this protocol or take this action during an emergency situation, you must provide a written statement of refusal for this emergency action.

SAFETY

Safety in the Learning Academy is a priority. In the event one of the following occurs, staff will respond as indicated:

- Student leaves campus without permission - staff will notify the police to assist.
- Physical aggression by a student - staff will use a separate room and/or physical restraint.
- Threats to harm self or others - staff will assess the seriousness of the threat and take appropriate steps to help ensure safety.
- Learning Academy emergency (intruder, fire, etc.) - staff will follow the emergency plan.

In all cases listed above, parents/guardians and the resident school district will be notified as soon as possible.

It is the goal of the Learning Academy staff and students to maintain safety at the Learning Academy. They may contact the local police department in safety-related situations requiring



their assistance. Parents and the resident school district of the student involved will be notified when police involvement is necessary.

INTERNET SAFETY

[Article III, Section 7, G Internet Safety Policy](#) (Reviewed June 2021)

It is the policy of the ESU to comply with the Children’s Internet Protection Act (CIPA) and Children’s Online Privacy Protection Act (COPPA). With respect to the ESU’s computer network, the ESU shall, (a) protect against user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) protect against unauthorized access, including so-called “hacking,” and other unlawful activities online; (d) protect against unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors’ access to materials (visual or non-visual) that are harmful to minors.

ESU 7 shall review [Article III, Section 7, G Internet Safety Policy](#) annually.

LEAVING THE GROUNDS

If a student chooses to leave ESU 7 grounds without permission, the ESU 7 personnel will use the following steps:

1. 911 will be called and Student Services Principal notified. The school will provide them with a description of the student, time of departure, and general direction the student is traveling
2. Staff will try to intervene and encourage them to return to Learning Academy
3. Staff will follow them to keep the student visible
4. Parent/guardian will be notified
5. The resident school district will be notified
6. If a report is filed by the police, a copy will be provided to the parent.

WEAPONS

Possession and/or use of any object or material that is ordinarily or generally considered a weapon in any ESU 7 building, on ESU 7 grounds, in any vehicle owned, leased, or contracted by the ESU 7, being used for Learning Academy purpose, or in a vehicle being driven for a Learning Academy purpose by a Learning Academy employee or his or her designee, or at any Learning Academy sponsored activity or event is prohibited. Such weapons include, but are not limited to, any pistol, revolver, rifle, shotgun, airgun or spring gun, slingshot, bludgeon, brass knuckles or artificial knuckles of any kind, knives having a blade of greater than two inches, any knife with a blade of which can be opened by a flick of a button or pressure on the handle, or any pocketknife where the blade is carried in a partially opened position.

The possession or use of any such weapon will require the proceedings for the immediate removal from the Learning Academy by the ESU 7 Administrator, Special Education Director, or

Student Services Principal. Law enforcement officials, parents, and the resident school district will be called by the Administrator, Special Education Director, or Student Services Principal.

If a weapon is found or Learning Academy suspects concealment of a weapon the steps that may be followed are to

1. Contact local law enforcement agency
2. Contact parents
3. Contact resident school district

USE OF ALCOHOL / DRUGS / OTHER CONTROLLED SUBSTANCES

It is unlawful to illegally manufacture, distribute, dispense, possess, or use a controlled substance at ESU 7 campus. Any student present on the campus or in any of the buildings who appears to have manufactured, distributed, dispensed, possessed, or used alcohol/drug/other controlled substances (or facsimile) by a Learning Academy staff member will be considered in violation of ESU 7 policy and will be sanctioned according to Nebraska State Statutes. Parents and any appropriate outside agencies will be contacted.

If there is a concern about alcohol/drug/other controlled substances use or an object or substance is found, the steps that may be followed are to

1. Contact local law enforcement agency
2. Contact parents/guardian
3. Contact resident school district

POSSESSION OF TOBACCO

ESU 7 is a non-smoking campus. Non-smoking includes the ban of electronic cigarettes, cigars, cigarettes, vapor products, and any alternative nicotine products or the use of tobacco in any form. Students who possess use any of these products or a product defined as an alternative nicotine product on the ESU 7 campus or while transported will be reported to their resident school district and/or local law enforcement if deemed an appropriate action. ESU 7 follows all Nebraska Department of Education regulations applicable to the ban of electronic cigarettes, cigars, cigarettes, vapor products, and any alternative nicotine products or the use of tobacco in any form.

SEARCH AND SEIZURE

[Article V. Section 6. B. Search and Seizure](#) (Reviewed June 2021)

Student and student's possessions including, but not limited to, purses, and book bags may be searched whenever there is a reasonable suspicion that the student possesses any illegal substance or object which is in violation of law, ESU 7 Policy, or which could cause bodily harm or damage to property. The local law enforcement agency and resource dogs may be used to detect illegal drugs or contraband in school at any time, announced or unannounced, and illegal drugs and contraband may be seized.

The refusal of a student to consent or submit to a reasonable search, and/or to surrender objects or substances found as a result of such a search, may be grounds for discipline and local law enforcement may be contacted for follow-up.



If an object or substance is found the steps that may be followed are to

1. Contact local law enforcement agency
2. Contact parents
3. Contact resident school district

ESU 7 shall review [Article V, Section 6, B Search and Seizure Policy](#) annually.

RESTRAINT AND SECLUSION

[Article V, Section 5, C, Restraint and Seclusion](#) - (Reviewed June 2021)

The use of physical restraint and/or seclusion of students by Learning Academy personnel should be used only as a last resort to maintain safety in emergency situations when there is a substantial risk of imminent bodily injury to the student and/or others. Any staff member may physically restrain and/or seclude a student without advance notice to the Student Services Principal when it is necessary for the protection of others or for self-defense. The Educational Service Unit 7 Board of Education and the administration of Learning Academy place emphasis on prevention and behavioral de-escalation which reduces the risk of injury and promotes the care, welfare, safety, and security for all members of the school community. The purpose of physical restraint and/or seclusion is to temporarily control the behavior of a student as a last resort in an emergency situation, to prevent immediate danger or serious bodily injury to the student or others in the environment.

Definitions

- A. Physical Restraint. Physical restraint means one or more persons using a physical hold to restrict a student's freedom of movement as a response to student behavior. A light touch of a student while conducting a physical escort or touching to provide instructional assistance is not a physical restraint for purposes of this guidance.
- B. Seclusion. Seclusion is the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving as a response to student behavior.

Physical Restraint

- A. When Physical Restraint May be Used Physical restraint may be used in the following circumstances:
 - To prevent a student from completing an act that would result in injury to the student or others when there is a substantial risk that the student would commit the act.
 - A verbal threat by a student does not present a substantial risk that a student would commit an aggressive act **unless** the student also demonstrates the ability, the intent, and the immediacy to carry out the threat.
 - Destruction of or damage to property does not present a substantial risk of personal injury **unless** personal injury would be caused as a result of the destructive act (for example, throwing sharp or heavy objects when others are present, or the person whose property is about to be destroyed is likely to react physically if the person's property were destroyed). (Note- If a student is about

to destroy or damage property, the act of grasping the student's arm or leg solely to prevent the striking, throwing or kicking of the item is not prohibited).

- To move a student to a seclusion room, or to remove a student to another location because the student is creating a substantial disruption to others, in circumstances where the student is unable to be moved or removed without the use of physical restraint; and
- In circumstances where the student's IEP or a Behavioral Plan provides for the use of physical restraint in circumstances other than the foregoing. If it is anticipated that physical restraint may need to be used with a special education student, the IEP team is to discuss and include use of physical restraint in the student's IEP if the IEP team determines use of physical restraint to be appropriate. (Note: IEPs or Behavioral Plans should not provide for such physical restraint except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Physical restraint may not be used in the following circumstances:

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

- B. Conditions Use of physical restraint shall take into consideration the safety and security of the student.

In determining whether a student who is being physically restrained should be removed from the area where such restraint was initiated, the staff shall consider the potential for injury to the student, the student's privacy interests, and the educational and emotional well-being of other students in the vicinity.

If physical restraint is imposed upon a student whose primary mode of communication is sign language or an augmentative mode, the student shall be permitted to have his or her hands-free of restraint for brief periods, unless staff determines that such freedom appears likely to result in harm to the student or others.

- C. Timeline Physical restraint is to be used only as long as necessary to resolve the reason for which it was initiated.

- D. Training Physical restraint shall be applied only by individuals who have received systematic training that includes all the elements described below. An individual who applies physical restraint shall use only techniques in which he or she has received such training within the preceding two (2) years.

Training with respect to physical restraint may be provided either by the ESU or by an external entity and shall include, but need not be limited to the following:

- Appropriate procedures for preventing the need for physical restraint, including the de-escalation of problematic behavior, relationship-building, and the use of alternatives to restraint;
- A description and identification of dangerous behaviors on the part of students that may indicate the need for physical restraint and methods for evaluating the

risk of harm in individual situations in order to determine whether the use of restraint is warranted;

- The simulated experience of administering and receiving a variety of physical restraint techniques, ranging from minimal physical involvement to very controlling interventions;
- Instruction regarding the effects of physical restraint on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
- Instruction regarding documentation and reporting requirements and investigation of injuries and complaints; and
- Demonstration by participants of proficiency in administering physical restraint.

An individual may provide training to others in a particular method of physical restraint only if he or she has completed training in that technique that meets the foregoing requirements within the preceding one-year period.

Seclusion

A. When Seclusion May be Used Seclusion may be used in the following circumstances:

- When a student's behavior is so out of control that the student's behavior creates a risk of injury to the student or others;
- When a student's behavior is so out of control that the student is causing substantial disruption to school activities and there is no other technique and no other place the student may be moved to prevent continued disruption;
- When a student's behavior is so out of control that the student is unable to engage in educational activities and there is no other technique that could reasonably be employed to allow the student's emotions to cool down and engage in appropriate behaviors and educational activities; and
- The student has an IEP or a Behavioral Plan which provides for the use of seclusion in circumstances other than the foregoing. If it is anticipated that seclusion may need to be used with a special education student, the IEP team is to discuss and include the use of seclusion in the student's IEP if the IEP team determines use of seclusion to be appropriate. (Note- IEPs or Behavioral Plans should not provide for the use of seclusion except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Seclusion may not be used:

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

B. Conditions. Use of seclusion shall take into consideration the safety and security of the student.

Enclosures used for seclusion, other than enclosures used on a temporary basis, shall

- Have the same ceiling height as the surrounding room or rooms and be large enough to accommodate not only the student being isolated but also any other individual who is required to accompany that student.
- Be constructed of materials that cannot be used by students to harm themselves or others, be free of electrical outlets, exposed wiring, and other objects that could be used by students to harm themselves or others, and be designed so that students cannot climb up the walls (including walls far enough apart so as not to offer the student being isolated sufficient leverage for climbing).
- If an enclosure used for isolated time out is fitted with a door, the door shall either be a steel door or a wooden door of solid-core construction. If the door includes a viewing panel, the panel shall be unbreakable.
- Be designed to permit visual monitoring of and communication with the student sufficient to ensure the student's safety and security. For students who do not communicate verbally, arrangements shall be made to permit the student to periodically communicate the student's needs.
- If a locking mechanism is used on the enclosure, the mechanism shall be constructed so that it will engage only when a key, handle, knob, or other similar device is being held in position by a person, unless the mechanism is an electrically or electronically controlled one that is automatically released when the building's fire alarm system is triggered. Upon release of the locking mechanism by the supervising adult, the door must be able to be opened readily.

The procedures for use of seclusion include

- An adult who is responsible for supervising the student shall remain within close proximity of the enclosure.
- The adult responsible for supervising the student must periodically check on the student visually if possible.

C. Timeline. A student shall not be kept in seclusion for more than 20 minutes after the student ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which isolated time out would be an appropriate intervention.

D. Training. Orientation will be provided to staff members who are anticipated to be involved in the use of seclusion. The orientation shall cover the procedures contained in this Guidance.

Documentation and Evaluation

A. Documentation of Use of Physical Restraint or Seclusion. A written record of each use of seclusion or physical restraint shall be prepared and maintained in the student's



Learning Academy record. The student's resident school district shall also maintain a copy of each such record. Each such record shall include

- The student's name;
- The date of the incident;
- The beginning and ending times of the incident;
- A description of any relevant events leading up to the incident;
- A description of any interventions used prior to the implementation of physical restraint or seclusion;
- A description of the incident and/or student behavior that resulted in the implementation of physical restraint or seclusion;
- A log of the student's behavior during physical restraint or seclusion, including a description of the restraint technique(s) used and any other interaction between the student and staff;
- A description of any injuries (whether to students, staff, or others) or property damage;
- A description of any planned approach to dealing with the student's behavior in the future;
- A list of the school personnel who participated in the implementation, monitoring, and supervision of physical restraint or seclusion;
- The date on which the parent or guardian was notified.

The record shall be completed by the beginning of the school day following the use of seclusion or physical restraint.

- B. Notification of Administration. ESU 7 Special Education Director or Director designee shall be notified of the incident as soon as possible, but no later than the end of the school day on which it occurred.
- C. Notification of Parent or Guardian. Within 24 hours after use of seclusion or physical restraint, the ESU 7 Special Education Director or designee shall send written notice of the incident to the student's parents or guardians, unless the parent or guardian has provided the ESU a written waiver of this requirement for notification. The parent or guardian shall be informed of the date of the incident, a description of the intervention (physical restraint or seclusion) used, and who at the school may be contacted for further information.
- D. Evaluation. An evaluation shall be conducted whenever a physical restraint exceeds 15 minutes or results in physical injury, whenever a seclusion exceeds 30 minutes, or use of physical restraint or seclusion is repeated with an individual student during any three-hour period:
- A certified staff person trained in the use of physical restraint, or knowledgeable about the use of seclusion, as applicable, shall evaluate the situation.
 - The evaluation shall consider the appropriateness of continuing the procedure in use, including the student's potential need for medication, nourishment, or use of a restroom, and the need for alternate strategies (e.g., assessment by a

mental health crisis team, assistance from police, or transportation by ambulance).

The results of the evaluation shall be committed to writing and copies of this documentation shall be placed into the student's Learning Academy student record and provided to the ESU 7 Special Education Director or designee.

ESU 7 shall review [Article V, Section 5, C, Use of Restraint and Seclusion Policy](#) annually

LAW ENFORCEMENT NOTIFICATION OF STUDENTS WITH A VERIFIED DISABILITY

[Article V, Section 5, D, Removal of Students and Interview of Students Policy](#)

(Reviewed June 2021)

Students enrolled in ESU 7 Learning Academy that are determined to be a threat to themselves, others, the property of the Learning Academy, or any surrounding properties to the Learning Academy will be reported to local law enforcement as required by Nebraska Statute 79-293. Law enforcement will be provided with all information that law enforcement officials request and require to enforce the law they are required to enforce as per their regulations. By reading and signing the handbook consent form, you are consenting to the "notification of disability disclosure" and "actual disclosure of this disability information" should local law enforcement be called in regard to your child that warrants local law enforcement being called to intervene as per Nebraska Statute 79-293.

ESU 7 shall review [Article V, Section 5, D - Removal of Students and Interviews of Students Policy](#) annually.

MANDATORY REPORTERS

[Article V, Section 5, A, Child Abuse and Neglect](#) *(Reviewed June 2021)*

Nebraska State Statute requires any person, including school employees, who have cause to believe that a child has been subjected to abuse or neglect, or observes such person being subjected to conditions, which reasonably would result in abuse or neglect, shall report such incident to the appropriate law enforcement agency and/or Child Protective Services. This report shall be followed by a written report. Nebraska State Statute requires that any court order requesting records will be followed and records will be released.

ESU 7 shall review [Article V, Section 5, A, Child Abuse and Neglect Policy](#) annually.

NONDISCRIMINATION

ESU 7 and Learning Academy hereby give this statement of compliance and intend to comply with all state and federal laws prohibiting discrimination. ESU 7 and Learning Academy intend to take all necessary measures to assure compliance with all laws against any prohibited form of discrimination. ESU 7 and Learning Academy does 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 programs and activities and provides equal access to designated youth groups. Complaints or concerns involving discrimination for students, employees, and others should be addressed to Tami Clay,

Special Education Director/Title IX Coordinator, 2563 44th Avenue, Columbus, NE 68601 (402) 564-0815 (tclay@esu7.org)

VIDEO SURVEILLANCE

ESU 7 uses video cameras to help provide for the safety and well-being of all students, faculty, staff, and visitors on school premises. The highest concern is providing a safe environment that encourages learning. The video surveillance equipment is intended to enhance security and safety in classrooms, hallways, lunch areas, activity centers, parking lot, and other common areas in and around ESU 7 where privacy is not expected.

REMOTE AND OR BLENDED LEARNING - CONFIDENTIALITY

In the case of a necessity for remote and/or blended learning (some in person, some remote), our staff and students may use video conferencing software that allows for group video calling. Our staff may meet with your child individually using a video call, or with a group of students. To protect the privacy and confidentiality of all parties involved, when meeting with a group, all student's identities must remain confidential to that group.

Not allowed on video conferencing

- Taking pictures of the group video call,
- Posting pictures of the group on social media platforms
- Recording the group video call by anyone not on staff with ESU 7.

The identities of the other individuals visible in the group are strictly confidential. Sharing their identities with anyone outside of the group is absolutely prohibited.

SCHOOL CALENDAR 2021-2022



Learning Academy/Cen7ter Parent Cal.
 August 2021 - July 2022
 245 Workdays
 SPED Cert Workday 185

	LA/7 Student Start		LA/7 Student End
	NO Students		Unit Closed
			

August 2021							22	/13
S	M	T	W	Th	F	Sa		
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30	31						

September 2021							21
S	M	T	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

October 2021							21
S	M	T	W	Th	F	Sa	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

Nov. 2021							20	/19
S	M	T	W	Th	F	Sa		
	1	2	3	4	5	6		
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30						

December 2021							16
S	M	T	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		

January 2022							20
S	M	T	W	Th	F	Sa	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

February 2022							20
S	M	T	W	Th	F	Sa	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28						

March 2022							23	/21
S	M	T	W	Th	F	Sa		
		1	2	3	4	5		
6	7	8	9	10	11	12		
13	14	15	16	17	18	19		
20	21	22	23	24	25	26		
27	28	29	30	31				

April 2022							19
S	M	T	W	Th	F	Sa	
						1	2
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	

May 2022							21	/15
S	M	T	W	Th	F	Sa		
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30	31						

June 2022							22
S	M	T	W	Th	F	Sa	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30			

July 2022							19
S	M	T	W	Th	F	Sa	
						1	2
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	
31							

*Reminder - follow your district calendar as well as this calendar. If your district does not have school, your student will not come to the ESU 7 campus.





STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT

2021 - 2022

After reading this document and meeting with the Learning Academy intake team, I understand and agree to the contents of the Educational Service Unit 7 Learning Academy Student/Parent Handbook.

In the case of a necessity for remote and/or blended learning (some in person, some remote), our staff and students may use video conferencing software that allows for group video calling. Our staff may meet with your child individually using a video call, or with a group of students. To protect the privacy and confidentiality of all parties involved, when meeting with a group, all student’s identities must remain confidential to that group.

Not allowed on video conferencing

- Taking pictures of the group video call,
- Posting pictures of the group on social media platforms
- Recording the group video call.

The identities of the other individuals visible in the group are strictly confidential. Sharing their identities with anyone outside of the group is absolutely prohibited.

As a parent or guardian, I understand that all those present in a group video call have the right to privacy of their identities as students of the programs in which they attend. Therefore, their identities will stay confidential within the group.

I understand that I need to keep identities of other students private and confidential, meaning I will not share the names of individuals with anyone outside of the group. I understand that it is my responsibility to make sure that my child also does not violate the confidentiality of other students within the group.

Student’s printed name

_____ Date _____
Student’s Signature

_____ Date _____
Parent/Guardian Signature

_____ Date _____
Student Services Principal or Designee Signature





STUDENT CONTACT INFORMATION
2021-2022

Student Name _____ Gender _____ Birth Date _____

Parent/Guardian _____ Relation to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

When does the student live at this address? Please check

_____ All of the time _____ Some of the time due to visitations, Explain _____

Additional Parent/Guardian _____ Relation to student _____

If same as above, check here _____ (then skip to phone #)

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

When does the student live at this address? Please check

_____ All of the time _____ Some of the time due to visitations, Explain _____

Emergency Contact #1 _____ Relationship to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

Emergency Contact #2 _____ Relationship to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____





STUDENT MEDICAL INFORMATION

2021-2022

Please list all medications that this student takes

<u>Prescription Medication Name/Reason</u>	<u>Dosage</u>	<u>Time</u>	<u>*Given at School? (Circle)</u>
			Yes No
			Yes No
			Yes No
			Yes No
			Yes No

* Any medication given at school MUST be accompanied by a doctor's prescription and in the original bottle with an attached label from the pharmacy.

Diagnosis
Please check any conditions that pertain to your child Diabetes _____ Allergies _____ Asthma _____ Seizures _____ Other (Specify Below)
Other health concerns/special needs
List any allergies
Special dietary needs
Hearing problems
Vision problems



Child Name

Speech problems	
Recent hospitalization	
Any other health concerns we should know about	
Physician Name	Phone
Counselor/Psychiatrist	Phone

Parent/Guardian please Initial each for Consent:

- _____ I give permission for trained Learning Academy staff to provide prescription medications(s) as listed above.
- _____ I agree to notify Learning Academy immediately with any changes in medication orders and provide a current physician order.
- _____ I give permission for trained staff to provide Tylenol or Ibuprofen (according to manufacturer dosage instructions, and provided by the parent in the original packaging) to this student for discomfort and verify that the student has taken these medications previously without problem.

Parent/Guardian Signature _____ Date _____

Authorization expires one year following the date signed.





**ACCEPTABLE USE OF COMPUTERS AND NETWORKS STUDENT'S AGREEMENT
2021-2022**

In order to make sure that all members of the Learning Academy understand and agree to these rules of conduct, ESU 7 asks that you as a student user sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the ESU 7, and I understand and will abide by those guidelines and conditions for the use of the facilities of Learning Academy and access to the Internet. I further understand that any violation of the Learning Academy guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. Learning Academy disciplinary action and/or appropriate legal action will be taken.

Student's Name _____

Student's Signature _____ Date _____

This form will be retained on file by authorized faculty designee
for duration of applicable computer/network/Internet use.





ACCEPTABLE USE OF COMPUTERS AND NETWORKS PARENT'S AGREEMENT
2021-2022

In order to make sure that all members of the Learning Academy community understand and agree to these rules of conduct, we ask that you as a parent/guardian sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by ESU 7. As parent or guardian of the student named below, I grant permission for my son or daughter to access networked computer services such as electronic mail (email) and the Internet. I understand that this free access is designed for educational purposes. I also understand that individuals may be held liable for violations of these Terms and Conditions. However, I also recognize that it is impossible to restrict access to all controversial materials and I will not hold ESU 7 responsible for materials acquired or sent via the network.

I agree not to hold the ESU 7, any of its employees, or any institution providing network access to ESU 7 responsible for the performance of the system or the content of any material accessed through it.

Student's Name _____

Parent's Signature _____ Date _____

This form will be retained on file by authorized faculty designee
for duration of applicable computer/network/Internet use.





PERMISSION FORM

Media

2021-2022

Student _____

I give permission for my child to

- have his/her name and/or picture/video appear in any

Yes_____ **No**_____ Local newspaper, local magazine, or T.V. (news) story highlighting projects and events at the Learning Academy

Yes_____ **No**_____ ESU 7 owned Twitter, Facebook, Instagram or other online media to highlight projects and events at the Learning Academy

- be video-recorded, photographed or digitally recorded for education purposes*

Yes_____ **No**_____

*Educational Purposes consist of use only at our site or the student’s job sites and for student benefit (i.e. pictures of themselves on their locker spaces, photos of themselves in group pictures for students portfolios, videos of them performing a task for training, videos of a teacher instructing a lesson for the teacher and principal to reflect on instructional skills, video surveillance for safety purposes within our program,etc.)

Parent/Guardian Signature _____ Date _____





**Emergency Release of Information and
Consent for Care**

2021-2022

Student _____

I give permission for my child to

Yes _____ **No** _____ for the Learning Academy staff to consent for my child to receive treatment by emergency personnel, in the case of an emergency when I (the parent/guardian) can not be reached.

Yes _____ **No** _____ have personally identifiable information regarding the student's unique needs (disability, medication, etc.) shared with police or other emergency personnel in the event the child is taken into their care.

Yes _____ **No** _____ I acknowledge the emergency protocol for response to life-threatening or systemic allergic reactions (anaphylaxis) and give permission for ESU 7 staff to follow this protocol.

Parent/Guardian Signature _____ Date _____





Participation in Activities

2021-2022

Student _____

I give permission for my child to

Yes_____ **No**_____ go on short trips to the library, park, bowling alley, grocery store or various other local sites and participate in those activities that may be performed at those locations (ie. bowl, play on equipment, etc.) during the school day. Transportation will be either walking or by local transport companies.

Yes_____ **No**_____ go to various local businesses when they have earned a reward for going out to eat, special activities, special privileges (swimming at the Y, ordering lunch or a dessert from a restaurant, etc.) Transportation will be either walking or by local transport companies.

Parent/Guardian Signature _____ Date _____



Medication Delivery Information for Parents

2021-2022

(Please fill out only if your child will be taking any medications at ESU 7)

Health care provider and parent permission is needed for all prescription medications that are used at school and school-sponsored activities.

- Parents/guardians are responsible for having medications delivered directly to the school in the original or pharmacy labeled container that will include the students name, healthcare provider's name, pharmacy name and phone number, name of medication, directions concerning dosage, special instructions if required, and date of prescription.
- If you are unable to deliver your child's medications when in need of a refill, you may authorize the bus driver/transportation staff to deliver medications to ESU 7.
- He or she will be responsible for safely transporting the medication/medications to ESU 7 and someone from our staff will collect what is sent and have the driver sign and date a medication delivery log. All medication/medications are counted in and locked in a secure storage unit. When your child needs a refill, someone will notify you via phone or text; please list your preference below.
- If there is a medication change you will need to obtain a physician order before we can administer the new medication. Your healthcare provider can make a copy and you can bring it to ESU 7 or they can fax it to 402-563-1121 Attention: Nicki Brigham or Leanne Blanchard. The order must contain the name of the child, diagnosis or reason they are taking the medication, date of order, name of medication, dose, and duration of order. The duration cannot exceed the current school year. It must be signed and dated by the healthcare provider and include their phone number.
- If you plan on delivering your child's medication/medications, please notify ESU 7 staff member so they can anticipate your arrival and have the appropriate paperwork ready.
- ESU 7 staff will be available for medication drop off through school hours Monday-Friday from 7:30 AM to 4:30 PM.

Please indicate your preference for medication delivery: (Mark any that may apply)

Yes _____ No _____ I will be delivering my child's medication/medications.

Yes _____ No _____ The bus driver/transportation staff will be delivering my child's medication/medications.

Parent/Guardian Signature _____ Date _____

RN and/or Student Services Principal Signature _____ Date _____





Parental Authorization and Release Form for Administration of Over-the-Counter Medications

2021 - 2022

The undersigned is the parent or guardian responsible for the following student:

Student Name _____

If it is necessary that the student receives over-the-counter medications while attending the Learning Academy during the school day, the following procedure will be implemented:

- 1.The RN will make an assessment to determine the need for the medication. Nursing interventions are always implemented prior to the administration of medication. These are non-medicinal interventions that may include deep breathing to relax, hydration, snack, toileting, etc.
- 2.If it is determined that the student is in need of medication the parent or guardian will be notified prior to administration.
- 3.The medication approval or denial will be documented in the medication administration record.
- 4.If approved the RN or designated medication staff will administer the medication as directed and send home a communication form detailing the reason the medication was given, time administered, etc.

Please remember that any medication that is listed on this form must be sent to school with the student in the original bottle. (We can NOT provide over the counter medication, it must be sent to us for your child's use).

Please make sure that the medication is not expired and will not expire within the school year. The medication(s) will be labeled, counted in, and documented on the medication administration record. They will be locked in a secure cabinet within the Learning Academy.

I hereby authorize the Learning Academy staff to administer the following over-the-counter medication/medications:

Signature of Parent/Guardian _____ Date _____

This form is valid for 1 year from the date of signature. If you have any questions please feel free to contact us.

Nicki Brigham, RN
nbrigham@esu7.org
402-564-0815 Ex. 1052

Leanne Blanchard
Cen7ter/Learning Academy Student Services Principal
lblanchard@esu7.org
402-564-0815 Ex. 1008





Educational Service Unit 7

Handbook

2021-2022

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Welcome to ESU 7

The purpose of this handbook is to help you in understanding your responsibility and benefits as an employee of ESU 7. Your assurance in understanding the contents of this handbook is not only a condition of initial employment, but also an annual expectation for you as an employee. Please contact your supervisor with any questions.

The information located in this Employee Handbook, although not Board Policy in itself, does refer to policies in some situations. ESU 7 Board Policies are approved by the ESU 7 Board periodically. You will find the official policies located in the ESU 7 Chief Administrator's office. A digital copy is available on the ESU 7 website. The administration will be responsible for interpreting the rules contained in the handbook. Should a circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon all applicable ESU 7 policies, and state and federal statutes and regulations.

Our ESU 7 leads, serves, and supports 19 school districts in seven counties, 13,021 students, 1,284 teachers, 68 principals, and 19 superintendents. We offer many services to our ESU 7 community and encourage you all to learn more about them.

We walk behind our schools to keep them moving, beside them to help them stay focused and on track, and far enough in front of them to not only see where they are going, but to anticipate their needs.

Welcome to #7WeAreFamily

I. General Information

A. General

1. Non-Discrimination Expectation

[See Article V, Section I, A Policy of Non-Discrimination Policy](#)

- a) As an equal opportunity employer, Educational Service Unit 7 will not discriminate on the basis of race (including skin color, hair texture and protective hairstyles), color, religion, national origin, sex, physical or mental disability, age, sexual orientation and gender identity, or any such related condition in the hiring, dismissal, or retention of ESU 7 employees provided that in the case of handicapping condition, the condition itself is not a limiting factor in the performance of the designed essential duties for the position involved.
- b) Complaints or concerns involving discrimination for students, employees, and others should be addressed to Tami Clay, Special Education Director/Title IX Coordinator, 2563 44th Avenue, Columbus, NE 68601 (402) 564-0815 (tclay@esu7.org).

2. Two Year Calendar

- a) The Board of Education approves a two-year calendar
- b) Calendars are available online*

3. Mission

- a) The mission of ESU 7 is to provide leadership and services supporting the improvement of teaching and learning.

4. Beliefs

- a) We walk behind schools to keep them moving, beside them to help them stay focused and on track, and far enough in front to not only see where they are going, but anticipate their needs.
 - (1) We believe...all public school districts are a vital part of service planning.
 - (2) We believe...in offering effective and efficient services to public schools.
 - (3) We believe...in leading with trust and reliability.
 - (4) We believe...in hiring high quality and diverse employees
 - (5) We believe...in collaboration between NDE, ESU 7 and districts to benefit all stakeholders.
 - (6) We believe...in focusing on student and family learning to create productive citizens and adults.
 - (7) We believe...in innovation.

5. Board of Education Members

Richard Stephens, District 1

Gary Wieseler, District 2

Jennifer Miller, District 3

Richard Luebbe, District 4

Jack Young, District 5

Bob Arp, District 6

Dan Hosley, District 7

Doug Pauley, District 8
Joyce Baumert, District 9
Marni Danhauer, District 10
Donald Ellison, District 11
Dawn Lindsley, District 12

6. Lines of Responsibility

a) Chain of Command - *Any employee with a conflict is encouraged to first talk with the person(s) with whom he/she is in conflict with. If, after this conversation, the situation is not resolved, and there is a need for a third party, follow the chain of command outlined below.*

(1) General Chain of Command

- (a) Department Director/Coordinator
- (b) Administrator
- (c) Board of Directors

(2) On Matters involving Professional Development

- (a) Professional Development Coordinator
- (b) Professional Development Director
- (c) Administrator
- (d) Board of Directors

(3) On Matters Involving Special Education (non-Cen7ter/Learning Academy)

- (a) Special Education Coordinator
- (b) Special Education Director
- (c) Administrator
- (d) Board of Directors

(4) On Matters Involving Cen7ter

- (a) Teacher
- (b) Student Services Principal
- (c) Special Education Director
- (d) Administrator
- (e) Board of Directors

(5) On Matters Involving Learning Academy

- (a) Teacher
- (b) Student Services Principal
- (c) Special Education Director
- (d) Administrator
- (e) Board of Directors

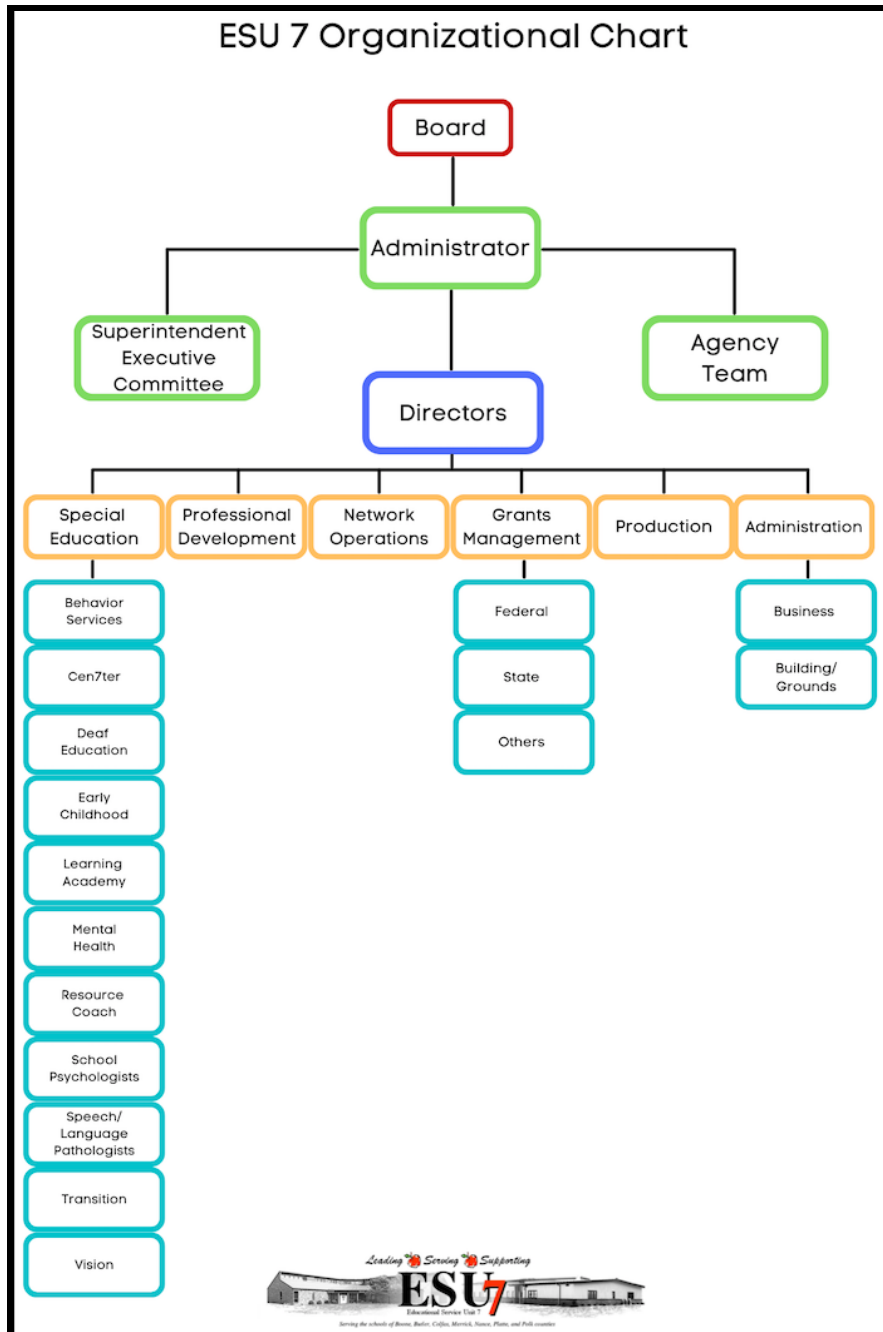
(6) On Matters Involving Technology

- (a) Network Operations Director
- (b) Administrator
- (c) Board of Directors

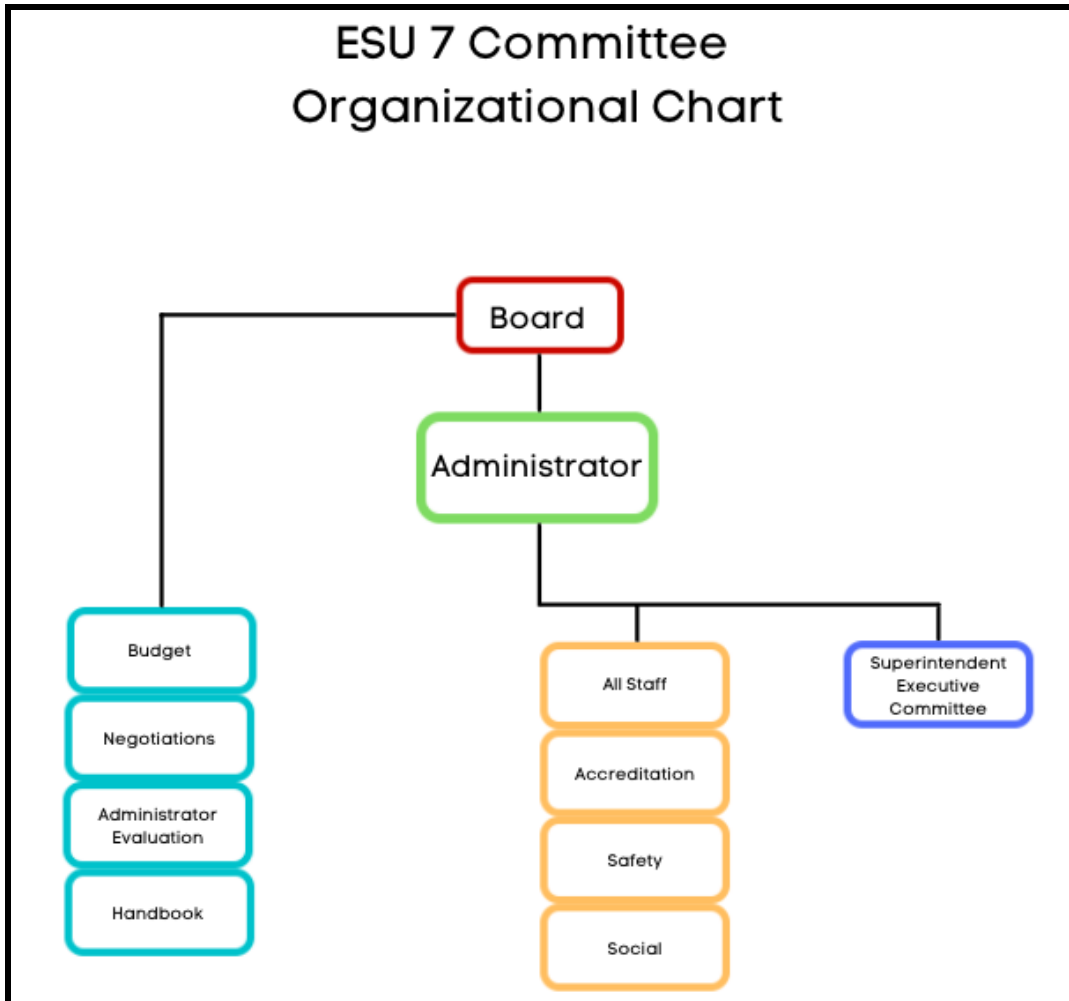
(7) On Matters Involving Facilities, Grounds, Vehicles

- (a) Custodian
- (b) Supervisor
- (c) Administrator
- (d) Board of Directors

- (8) On Matters Involving Leadership
 - (a) Coordinator
 - (b) Director
 - (c) Administrator
 - (d) Board of Directors
- (9) On Matters Involving Production
 - (a) Production Supervisor
 - (b) Production Coordinator
 - (c) Administrator
 - (d) Board of Directors
- b) Organizational Chart



c) Committee Chart



B. Orientation

1. Each newly hired employee will participate in orientation.
2. Orientation will provide the new employee basic procedures and information necessary to begin work.
3. Topics for orientation will be calibrated to the employee's position.

C. Mentoring*

1. Each newly hired permanent employee will be assigned a mentor.
2. The topics for Mentoring will be calibrated to the employees needs and suggestions.
3. Meeting times will be mutually agreed upon between mentee and mentor.

D. Work Day

See [Article IV, Section 8, A Fair Labor Standards Act Policy](#) (Minimum Wage & Overtime)

1. Business Hours

When a handbook item is denoted with an asterisk (), a companion document may be found in the appropriate ESU 7 Google Shared Drive.

- a) ESU 7 business hours are set by the Administrator.
 - b) Offices open at 7:30 and close at 4:30
 - c) Some departments hours differ and are set by the Administrator
2. Time Cards
- a) Employees whose job requires hourly tracking will use the electronic system for clocking in/out
 - b) Electronic time cards are approved by designated department supervisors
3. Work Week
- a) The work week for overtime purposes shall be 12:00 a.m. Monday until 11:59 p.m. Sunday.
 - b) The Administrator may establish a different 7-day period workweek from time to time for specified employees or employee groups.
4. Overtime
- a) Overtime will be paid to non-exempt employees as required by law; that is, when a non-exempt employee works more than 40 hours in a work week.
 - b) Compensatory pay in-lieu of overtime pay may be implemented in accordance with law.
 - c) A non-exempt employee shall not work overtime without the express approval of the employee's supervisor.
5. Remote Work
- See [Remote Work Guidance and Expectations](#)*
- a) Remote work locations are not guaranteed and may be utilized for a temporary time.
 - b) Department Directors and Supervisors have the final decision if an employee may work remotely.
 - c) ESU 7 staff members working remotely are, in general, held to the same expectations as when working in non-remote locations.

E. Payment of Salary

See Article IV, Section 10 Professional Employees Policies

See Article IV, Section 11 Classified Employees Policies

- 1. Professional/Certificated/Classified Exempt Employees/Classified (245 days)
 - a) Annual salary shall be paid in twelve equal payments in accordance with ESU 7's payment practices.
 - b) Each salary installment is payable on the 20th day of each month unless the 20th falls on a Saturday or Sunday, payment will be made the Friday before the 20th.
- 2. Classified Employees on contracts less than 245 days
 - a) The Party shall be paid their hourly rate for actual time worked.

- b) Compensation will be paid a month in arrears on the 20th day of the month unless the 20th falls on a Saturday or Sunday, payment will be made the Friday before the 20th.

F. Early Closings

1. ESU 7 will close two hours early on the last day of work preceding Thanksgiving, Christmas and July 4.
2. Weather Days
 - a) ESU 7 offices will close on snow days at the discretion of the Administrator or designee. [Link to Snow Days If-Then.](#)
 - b) Employees will be notified via established emergency notification system, Twitter, 1011 News, or tune into KLIR 101.1 FM radio for an announcement.
 - c) If ESU 7 is open during inclement weather, employees, if unable to be at work may take with supervisor approval, a vacation day, a personal day, a pay deduction or make up the day. Please refer to Show Days IF-Then*.

G. Break Times

1. Non-certificated/classified employees are provided a paid 15 minute AM and PM break per four hours of work, plus a one hour unpaid lunch.
2. As a general rule, breaks should be taken away from your workstation or other workstations to ensure work being completed while on work time.
3. Accrual, banking or accumulating of unused break or lunchtime is not allowed.
4. Unused breaks/lunch time may not be taken by an employee to change employee's scheduled work start or stop times or used to lengthen the meal period.
5. Limit personal phone calls to break times and lunch hours as much as possible.

II. Employment Benefits

A. Health Insurance

See [Article IV, Section 1, D Employee Benefits Policy](#)

1. Classified/Professional 12 Month Employees - 245 Days
Full \$1,050/\$3,600 HSA Deductible Blue Cross/Blue Shield Single Policy \$8,815.08/or \$734.59/mo. (prorated to your FTE). The difference in premiums will go towards the employee's share of premium or to their HSA.
2. Professional 12 Month Employees - 225 Days
Full \$1,050/\$3,600 HSA Deductible Blue Cross/Blue Shield Single Policy \$8,815.08/or \$734.59/mo. (prorated to your FTE). The difference in premiums will go towards the employee's portion of premium or to their HSA.
3. Master Agreement 9 Month Employees - 185 Days
Full \$1,050/\$3,600 HSA Deductible Blue Cross/Blue Shield Single Policy \$8,815.08/or \$734.59/mo. (prorated to your FTE). The difference in

**When a handbook item is denoted with an asterisk (*), a companion document may be found in the appropriate ESU 7 Google Shared Drive.*

premiums will go towards the employee's portion of premium or to their HSA.

B. Life Insurance - All Employees

Life \$25,000.00 (must be at least .40 FTE)

C. Long Term Disability - All Employees

See [Article IV, Section 1, D Employee Benefits Policy](#)

1. Board Pays premium
2. Must be at least .50 FTE

D. Retirement - All Employees

1. 9.78%
2. Board matches 101%

E. Section 125 Cafeteria Plan - All Employees

See [Article IV, Section 1, D Employee Benefits Policy](#)

1. Medical Expenses, Ins.,
2. Dependent Care

F. Optional Benefits - All Employees at Employee Expense

1. AFLAC Insurance
2. Vision Insurance
3. Additional \$100,000 Life Insurance (available for spouse/ dependents)
4. Payroll deductions for 403b plans
5. Student loan forgiveness

III. Attendance and Leaves

A. Personal Leave

See [Article IV, Section 9, G Personal Leave Policy](#)

1. Classified/Professional 12 Month Employees - 245 Days
 - a) 2 Days Personal
 - b) Prorated if working less than 245 days.
2. Professional 12 Month Employees - 225 Days
 - a) 2 Days Personal
 - b) Prorated if working less than a twelve month contract.
3. Master Agreement 9 Month Employees - 185 Days
 - a) 2 Days Personal
 - b) Prorated if working less than 1.0 FTE.

B. Sick Leave

See [Article IV, Section 9, E Sick Leave Policy](#)

1. Classified/Professional 12 Month Employees - 245 Days
 - a) 12 Days Sick Leave (1 day per month worked).
 - b) Prorated if working less than 245 days.
2. Professional 12 Month Employees - 225 Days
 - a) 12 Days Sick Leave (1 day per month worked).
 - b) Prorated if working less than a twelve month contract.
3. Master Agreement 9 Month Employees - 185 Days
 - a) 15 Days Sick Leave.
 - b) Prorated if working less than 1.0 FTE.

C. Vacation Time

See [Article IV, Section 9, J Vacation Leave Policy](#)

1. Classified/Professional 12 Month Employees - 245 Days
 - a) 10 Days Vacation (15 days on 6th year of employment)
 - b) No vacation if working less than 245 days
2. Professional 12 Month Employees - 225 Days
No vacation
3. Master Agreement 9 Month Employees - 185 Days
No Vacation

D. Bereavement

See [Article IV, Section 9, F Bereavement Leave Policy](#)

1. Classified/Professional 12 Month Employees - 245 Days
 - a) 3 Days Family Bereavement
 - b) 1 Day Friend Bereavement
2. Professional 12 Month Employees - 225 Days
 - a) 3 Days Family Bereavement
 - b) 1 Day Friend Bereavement
3. Master Agreement 9 Month Employees - 185 Days
 - a) 3 Days Family Bereavement
 - b) 1 Day Friend Bereavement

E. Short Term Leave

See [Article IV, Section 9, O Jury Duty Leave Policy](#)

See [Article IV, Section 9, P Subpoena to Testify Leave Policy](#)

See [Article IV, Section 9, M Military and Family Military Leave Policy](#)

1. Jury Duty
 - a) Employees who are called for jury duty will be granted a short-term leave with full pay for time needed.
 - b) Employees who receive notification of jury duty are to report this to their immediate supervisor.

- c) Any compensation for jury duty, excluding expenses, shall be forwarded to the ESU business office.
2. Subpoena to Testify
 - a) Employees who are subpoenaed for witness duty will be granted a leave with full pay for time needed.
 - b) Employees who receive a subpoena for witness duty are to report this to their immediate supervisor.
3. National Guard or Reserve Duty
Employees who are called to such duty are to notify their immediate supervisor.

F. Maternity Leave

See [Article IV, Section 9, H Maternity Leave Policy](#)

Leave for maternity reasons can be applied for under the guidelines set up for sick leave.

IV. Professional

A. Job Description*

See [Article IV, Section 2, A Staff Handbooks and Job Descriptions Policy](#)

1. Job descriptions are required for each position.
2. A new description or alterations in an existing position must be reviewed by the Department Supervisor and approved by the Administrator.

B. Classified Employee Contract

See [Article IV, Section 11, A Classified and Non Certificated Employees Defined Policy](#)

1. Definition
 - a) Classified employees are any employee or assignment which is not within the definition of professional employee.
 - b) Non-certificated employee, is a classified employee and means any employee who is not a teacher, nurse, or otherwise in a position or assignment which requires a certificate issued by the Commissioner of Education.
2. The applicant selected for and accepting a position must complete contract and payroll information with the administrator or designee prior to starting work. Any changes in the contract must be signed by the Administrator or designee and employee. New contracts will be given to classified employees within 60 days of the new contract year to be returned to the administrator or designee on a specified date to sign and return. Failure to return the contract by the designated date indicates refusal of the offered contract.

C. Professional Contract

See [Article IV, Section 10, A Professional Employees Defined Policy](#)

1. Definition
Professional employees are those in a position or assignment which may or may not require a special service certificate issued by the

- Commissioner of Education. Professional employees shall not be extended continuing contract rights. Professional employees are by nature at will.
2. The applicant selected for and accepting a position must complete contract and payroll information with the Administrator or designee prior to starting work. Any changes in the contract must be signed by the Administrator or designee and employee. New contracts will be given to professional employees within 60 days of the new contract year to be returned to the Administrator or designee on a specified date to sign and return. Failure to return the contract by the designated date indicates refusal of the offered contract.

D. Certificated Contract

See [Article IV, Section 10, A Professional Employees Defined Policy](#)

1. Definition

Certificated employees means any teacher or other employee in a position or assignment which requires a certificate issued by the Commissioner of Education. Certificated employees as defined shall be extended continuing contract rights.

2. The applicant selected for and accepting a position must complete contract and payroll information with the Administrator or designee prior to starting work. Any changes in the contract must be signed by the Administrator/designee and employee. Certificated employee contracts in good standing, those covered by the ESU Special Education Negotiated Agreement, automatically roll over to the following year after 11:59 pm, April 15.

E. Grant Employee Contract

1. Definition

Grant employees are those in a position or assignment which may or may not require a special service certificate issued by the Commissioner of Education. Grant employees shall not be extended continuing contract rights. Professional employees are by nature at will.

2. The applicant selected for and accepting a position must complete contract and payroll information with the Administrator or designee prior to starting work. Any changes in the contract must be signed by the Administrator/designee and employee. New contracts will be given to grant employees within 60 days of the new contract year to be returned to the Administrator or designee on a specified date to sign and return. Failure to return the contract by the designated date indicates refusal of the offered contract. Grant Employee Contracts are contingent upon grant funding.

F. Employee File

See [Article IV, Section 7, A Employee Files Policy](#)

1. The personnel file for each employee will be kept and maintained by the Administrator or designee.
2. The administration shall protect the confidentiality of personal information in records regarding personnel beyond salaries and routine directory information.

3. Employee files may contain job application materials, contracts, evaluations, and other supporting documents.
4. Information regarding an employee's medical condition or history is maintained in a separate medical file in the same office and treated as confidential.
5. Employees may request to view the contents of their folder with Administrator or designee present, but may not take the contents out of the folder and off ESU 7 grounds.
6. Employees may make a copy of the contents with the Administrator or designee present.

G. Professional Presence

1. ESU 7 personnel are expected to dress in a professional manner and in good taste as well as maintaining good hygiene.
2. Useful expectation is to dress one level above the audience.

H. Professional Boundaries Between Employees and Students

See [*Article IV, Section 5, E Professional Boundaries Between Employees and Students Policy*](#)

1. All employees are expected to observe and maintain professional boundaries between themselves and students.
2. The non-exclusive list of actions in Article IV, Section 5, E will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student.
3. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action up to or including termination.
4. A violation of the Professional Boundaries Between Employees and Students Policy will result in referral to the Department of Health and Human Services, law enforcement, or both.

I. Face Masks

All staff will be required to, at a minimum, follow the mask guidelines defined in ESU 7 Return to Services/School Plan.

J. Copyrighted Materials

See [*Article IV, Section 5, H Copyright Policy*](#)

1. ESU 7 encourages its employees to be creative, innovative and to engage in continuous learning and advancement. These aims are intended to contribute towards each employee's professional development, enhance ESU 7's reputation and image among its constituents and improve student learning.
2. The ESU Board owns all covered work and any other intellectual property interest created by ESU employees in their capacity as an ESU employee or created with any ESU-sponsored resources. Employees shall have no claim to any ownership rights in such works and shall take whatever steps necessary to comply with this policy.

K. Mother's Room

Identified areas are posted in the North Building, South Building, and Learning Academy.

L. Drug-Free Workplace

See [Article III, Section 7, B Tobacco Policy](#)

See [Article IV, Section 5, A Drug-Free Workplace Policy](#)

1. The ESU 7 workplace includes all ESU property, ESU-utilized vehicles, any place in which ESU employees perform duties, and any place in which ESU activities are held. This includes all ESU 7 buildings, parking lot, and contiguous grass/rock areas.
2. ESU 7 is a non-smoking campus. Non-smoking includes the ban of electronic cigarettes, cigars, cigarettes, vapor products and any alternative nicotine products or the use of tobacco in any form.

M. Student Confidentiality

See [Article III, Section 9, B Student Records Policy](#)

See [Article V, Section 5, A Child Abuse and Neglect Policy](#)

Employees are to maintain confidentiality of information concerning employees, students, and parents within all districts served.

N. ESU 7 Email

See [Article III, Section 7, G Internet Safety Policy](#)

See [Article IV, Section 5, D Civility Policy](#)

ESU 7 email account shall be used for all ESU 7 business and correspondence.

O. Evaluation*

See [Article IV, Section 10, G Evaluations Policy](#)

1. Every permanent certificated, professional, and director is evaluated following the established timelines.
 - a) New employees are evaluated two times a year for the first three years.
 - b) Formal evaluations after year three occur every two years
2. Classified/Non-Certificated Employees
 - a) Formal evaluations are generally completed one time a year

P. Exit Conference

All employees leaving Educational Service Unit 7 are offered an exit conference with the Administrator or designee.

V. Technology

See [Article III, Section 7, G Internet Safety Policy](#)

- A. ESU 7 monitors all technology and internet activity
- B. ESU 7 employees will be issued appropriate technology devices as job duties require

VI. General Procedures

A. Grievance Procedures

See [*Article III, Section 10, B Complaints or Concerns of Employees Policy*](#)

ESU 7 has a procedure for filing a grievance, either Section 504 related or employment related.

B. Sexual Harassment

See [*Article III, Section 10, B Complaints or Concerns of Employees Policy*](#)

1. Sexual harassment is prohibited on any work premises where ESU 7 has total control of the premises or can otherwise lawfully exert its jurisdiction.
2. Reports of sexual harassment are to be made using the established chain of command using the process described in Article III, Section 10, B. Complaints or Concerns of Employees.

VII. Safety and Security

See [*Article IV, Section 6, A Safety Policy*](#)

A. ESU 7 Commitment

1. ESU 7 is committed to providing and maintaining a safe and healthy work environment. The administration makes the safety of employees an integral part of the management function.
2. Each employee is to make safety an integral part of their duties by following established safety regulations and procedures, assisting in accident prevention activities by reporting any job-related injury to the administration immediately, reporting unsafe conditions immediately, and providing suggestions to eliminate accidents and injuries.

B. Cameras

[*Article III, Section 7, I Recording of Others Policy*](#)

1. Cameras are located throughout the exterior of the ESU 7 campus and in some locations where student instruction occurs.
2. Video surveillance is in place to protect the ESU 7 property from theft, protect employees from false accusations, and protect students from the same.
3. Videos are used for educational purposes when reflection or redirection is necessary.

C. Door Locks

1. All exterior doors with access to the ESU 7 buildings are locked at all times. Doors are accessible with ESU 7 issued key cards based on job responsibilities. Any employees without key cards may request access by buzzing in.
2. The Warehouse doors are locked at all times.

D. Alarms

1. Security alarms are armed in each building at the end of the work day and on weekends.
2. Alarm codes are distributed to designated personnel only.

E. Keys/Badge

1. Each employee of ESU 7 is issued a photo name badge.
2. Wear the name badge on a daily basis.
3. Keys/name badges with key capability will be issued to designated employees only.

ESU 7

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

2021-2022

After reading this document, I understand the contents of the Educational Service Unit 7 Employee Handbook.

Employee Signature _____ Date _____

**This signature page is only necessary when the employee is new to ESU 7. Each year after, the handbook is acknowledged via the annual affirmations process.*



Non-Member Contract for Services

Non-Member School Name	Person Responsible	School Year
		2021-2022
Address (Street, City, State, Zip)		Phone Number

Please place a checkmark next to the services you wish to access. See the corresponding column for fee information.

- 1. Non-member schools will be billed upon using the service.**
- 2. If non-member schools choose to NOT use the service selected, they will NOT be billed.**
- 3. If you choose to use a service you did not select, a new contract must be submitted and approved.**

Service Description	Fee Information
<input type="checkbox"/> eRate	\$100 per hour
<input type="checkbox"/> Production Services	<i>All production costs will be billed at the non-member rate.</i>
<input type="checkbox"/> Technology Support	Labor per hour \$55.00 Parts billed at cost plus 3%
<input type="checkbox"/> LanMan Partnership	\$660 per day (additional contract)
<input type="checkbox"/> Santa Visits	\$55 per session
<input type="checkbox"/> Distance Learning (DL) Consortium	\$3300 per year
<input type="checkbox"/> Meetings/Trainings offered and attended by member schools on ESU 7 campus	No cost if offered to member schools at no charge. If there is a charge for member schools to attend, registration fee for non-members specific to event.
<input type="checkbox"/> Training at ESU 7 paid for by public grant funds	Registration fee specific to event
<input type="checkbox"/> Principal Cluster	No cost if offered to member schools at no charge
<input type="checkbox"/> Superintendent Meeting	No cost if offered to member schools at no charge
<input type="checkbox"/> Technology recycling drop off	No cost if offered to member schools at no charge
<input type="checkbox"/> Technology infrastructure planning	Up to 8 hours at no additional cost (8+ hours, \$55.00/hr)
<input type="checkbox"/> SNAP/Online Resources	No cost if offered to member schools at no charge

Non-Member Signature/Date	ESU 7 Administrator/Date	ESU 7 Office Use
		<i>Date Signed Copy Rec'd</i>
Non-member	<i>Any school district outside ESU 7 area, any non-public school, any other ESU in NE</i>	

Article III, Section 1, D Requests, Cost, and Payment

- Services to Member School Districts. Services to be provided to member school districts are determined by the ESU Board, in collaboration with member school districts, and where the service involves use of core service funds or funds generated by the ESU property tax, obtaining the requisite approval for services from member school districts.

Services will be annually reviewed by the Administrator. Requests for new services are to be made to the Administrator and, if interest is sufficient, brought before the ESU Board.

The Administrator will communicate to member schools the process by which member school districts may request and pay for services.

- Services to Non-Member School Districts. ESU 7 establishes the following process by which services are provided to and paid for by non-member school districts:

Non-member school districts are those non-public schools and homeschools within the ESU 7 boundaries as well as public, non-public and homeschools outside ESU 7 boundaries.

The Educational Service Unit 7 Board will contract for services with a non-member school district only if the service is currently being offered to Educational Service Unit 7 member school districts and if providing the service does not require adding additional equipment or personnel beyond what the additional revenue would generate. The ESU 7 Board will not place a financial burden on Educational Service Unit 7 member school districts to provide a service to a non-member district. Costs for non-member school districts will be established and/or reviewed annually.

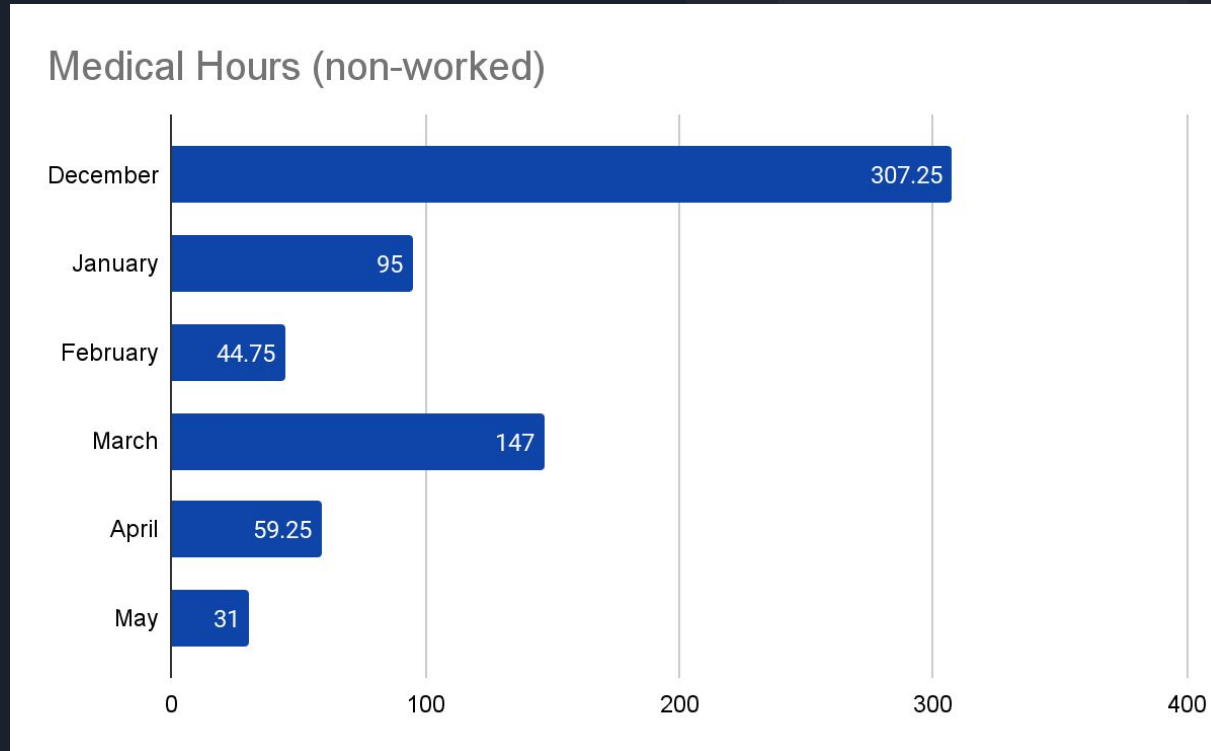
Legal Reference:	§79-1204, §79-1222, 79-1224, 79-1225 and 79-1242 NDE Rule 84, sections 3.05B
Date of Adoption:	August 20, 2018
Date of Review:	May 17, 2021 June 21, 2021

A large red geometric graphic consisting of several overlapping trapezoidal shapes, positioned in the upper left corner of the slide.

ESU 7 Board Meeting

June 21, 2021

Admin Report - COVID Update



- May Instances
 - Isolate - 1
 - Quarantine - 0
 - Monitor - 0

Admin Report Overview

- Goals
- ESUCC Update
- Redistricting
- Strategic Planning
- Upcoming Events
- Services Update
- Facilities Update
- Emergency Notification Process
- Personnel
- Legislative Update
- Committee Reports



Admin Report - Goals



ESU 7 Goals

Board of Directors

- **Goal 1:** Use of Data for Quality and Efficiency: The Board will use data to ensure quality and efficiency of current and future services to its stakeholders (students, educators, parents, and community).
- **Goal 2:** Behavioral Health Programming: The Board will explore the potential expansion of educational behavioral health programming.
- **Goal 3:** Financial Projections: The Board will examine short and long term financial projections to ensure long term financial stability.
- **Goal 4:** Updates to Policy Manual: The Board will work to update and streamline the policy manual.

Administrator

- **Goal 1:** Develop and deploy a Board Self-Assessment tool to use in establishment of Board goals.
- **Goal 2:** Establish partnerships with local media to assist in communicating ESU 7 services and supports to school districts in the ESU 7 area.
- **Goal 3:** Engage in strategic communication efforts to and among staff and stakeholders regarding programs and services.

Directors

- **Goal 1:** By August 2022, system processes will be developed, trained, and operational for every agency team department.
- **Goal 2:** By August 2021, complete leadership and evaluation training.

Agency Team

- **Goal 1:** During the 20-21 school year, the Agency Team will revise and implement the Return to Services/School Plan to address concerns presented by our staff and schools.
- **Goal 2:** Implementing processes

Departments

- **Administration:** Communication - By May 2021 the Admin Team will have a communication system in place and will use it effectively. Common Invoicing System - By May 2021 will have similar or combined invoicing systems agency wide.
- **Cen7ter:** The jobsite component of the Cen7ter program will be reorganized to be accessible and beneficial for all Cen7ter staff by May 2021.
- **Early Childhood:** Our department selected staffing and retaining staff as our goal, so we can maintain a fully staffed EC team. By May 2021 we will have 3 things our Team can do to encourage new team



members to stay and 3 things we can share with the Agency team to encourage retention for employees.

- **Grants:** By May 2021, the Grants Team will devise a plan to describe and disseminate individual services which are provided by the grant dept.
- **Learning Academy:** During the 36 weeks of instruction, Learning Academy staff will improve our ability to identify and meet student academic, behavioral, and mental health needs.
- **Mental Health:** To strengthen the foundation and awareness of the Mental Health Department by clarifying therapeutic roles, exceptions and ways to support districts needs through the MTSS framework
- **Migrant:** Increase the percentage of eligible migrant students receiving instructional services during the regular school year.
- **Production:** Create a process to eliminate the need for multiple teacher interactions for clarifying ordering and picking up materials.
- **Professional Development:** By May of 2021, develop and implement a procedure for hosting hybrid professional development sessions.
- **Psychology:** During the 2020-21 academic year, we will work as a department with our school districts to complete valid, reliable, and ethical evaluations.
- **Speech:** By the end of the 2020-2021 school year, the SLPs will create individual plans for service delivery by meeting 4/4 objectives at a proficient or distinguished level.
- **Technology:** During the 20 - 21 school year, the technology department will work toward equalizing technology knowledge and abilities among team members.
- **Vision:** By May 2021, the vision team will create a google document with each team member providing 1 resource monthly of ideas to provide students with visual impairments services when in-person instruction is not an option.



Admin Report - Redistricting



Admin Report - Strategic Planning

- Focus Group Summary Report (attached in agenda)
- Strategic Planning Work Session 6.29.2021 at 4:30pm-8:30pm

Admin Report - Upcoming Events

- AESA Annual Conference
 - December 1-4, 2021
 - Houston, TX
- Notify Mindy by the end of June if you'd like to attend

Admin Report - Services

- SIMPL Update
 - Service Planning in August
 - SIMPL Process Review
- Quarterly Update



Admin Report - Facilities

- Car Update
- Door Update
- Parking Lot Update
- The final number for the AV system upgrade in Oak and Maple:

SKC

Audio Only = \$35,067.48

Audio & Video = \$96,533.26

CCS

Audio Only = \$32,827.27

Audio & Video = \$67,037.06

Video Only = \$35,286.73

Recommendation is CCS Audio & Video for \$67,037.06 to be completed in the 21-22 fiscal year.

Leading  Serving  Supporting

ESU7

Educational Service Unit 7

Serving the schools of Boone, Butler, Collins, Merrick, Nassau, Platte, and Polk counties

Admin Report - Emergency Notification Process



Admin Report - Personnel

- 2021-2022 Contract Renewals for Classified Staff:
 - Kris Johnson, Brailist
 - Jayne Abegglen, Paraprofessional
 - Christine Barber, Paraprofessional
 - Jeri Glenn, Paraprofessional
 - Shanna Griffith, Paraprofessional
 - Harriet Nalumansi, Paraprofessional
 - Jessica Olnes, Paraprofessional
 - Kimberly Ruger, Paraprofessional
 - Madison Sander, Paraprofessional
 - Madison Sander, ELC Assistant
 - Melissa Schwichtenberg, Paraprofessional

Admin Report - Personnel

- Tech New Hire: JaLayne Keyes, District Technology Coordinator
- Tech New Hire: Lincoln Quteifan, District Technology Coordinator

Admin Report - Personnel

- 21-22 Contract for Hayley Murphy, School Psychologist

Admin Report - Legislative Update

- Legislative Update



Committee Reports

- Budget Committee Meeting





ESU 7 Goals

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Serving the schools of Boone, Butler, Colfax, Merrick, Nance, Platte, and Polk counties

members to stay and 3 things we can share with the Agency team to encourage retention for employees.

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Focus Group Feedback Summary Report For ESU #7

Preface: Dr. John Skretta (ESU 6 Administrator) and Dr. Keith Rohwer (NCSA Ambassador) co-facilitated interviews with over forty stakeholders representing both internal and external perspectives over the course of the day on Monday, June 14. The interviews were conducted to enlist the ownership of diverse parties and solicit insights from key stakeholders in shaping the Strategic Planning process at ESU 7. While some content and questions overlapped, the overall body of questions for every session were tailored specifically for each stakeholder group.

Key takeaways about ESU 7:

- The staff of ESU 7 are inclusive and caring and consider one another to be an informal family or a 'work family.' All staff members felt that their work and their roles within ESU 7 are treated with dignity and respect by others, regardless of their positions in the organization.
- ESU 7 has strong positive relationships with its member districts and their personnel.
- ESU 7 is goal-driven and strives for measurable outcomes in services to districts.
- ESU 7 has established and sustained the trust of member districts.
- ESU 7 collaboratively develops and implements its service planning.
- ESU 7 personnel are accessible and responsive to the needs of their districts.
- ESU 7 strives to be the best and first resort for services and support to its school districts.

Identified areas of strength at ESU 7 described by stakeholders include:

- The agency leader Dr. Polk has re-normed and re-culturized the ESU. The ESU is viewed as responsive to needs and innovative in programming and personnel. The ESU is viewed as having hired and placed quality personnel.
- Programs that were highlighted as innovative, successful, and responsive to district needs include:
 - Mental health / LMHP supports in schools.
 - Migrant Programs outreach to families.
 - The PD team "single point of contact" to support districts encourages communication and collaboration.
 - PD personnel are regularly "in the buildings" so "face to face" meetings provide recurring opportunities for crucial conversations and feedback.
 - "7 Center" and "Learning Academy" are successful student programs for ESU 7 schools.
 - MTSS Supports to schools are valued and appreciated.
 - Innovative use of video recording by PD team members to provide content / support when an individual could not be at a school in person due to schedule demands.
- The ESU is internally collaborative across departments.
- Internal agency communication processes are strong.

- Annual goal identification occurs at an individual, department and agency level. Progress is measured against goals. Operationalizing goals is a key priority and clear expectation.
- SIMPL is an important means of both cataloging data and using data to build consensus on annual service plans for member districts.
- The ESU strives to be proactive in identifying potential problems before they occur and anticipating needs of districts before they might be explicitly identified by them.
- The ESU “follows up” after any touchpoint in service to ensure that needs have been met and to check for degree of customer satisfaction as well as whether additional follow-up is needed.
- The ESU is viewed as a hub of collaboration and regularly convenes key district personnel groups facilitated by ESU 7 specialists to enhance collaboration and professional growth.
- ESU 7 is open and accessible to community agencies for collaborative opportunities to expand impact.
- ESU 7 is viewed by the NDE as a willing and direct participant and supporter for Department initiatives to assist schools.
- ESU 7 is a valued partner in ESU 7 communities and by the agencies and non-profit organization and employers within the service area.

Possible opportunities on the horizon:

- “Keep doing what you are doing.”
- Maintain mentoring relationships internally in order to retain staff talent.
- Continue to develop and enhance data-informed feedback loops with member districts to provide actionable insights about ESU 7 programming.
- Emphasize continuing personal development and professional growth for staff in order to ensure expectations for support to member districts can be met.
- Sustain personalized relationships and tailored services to all districts.
- Stay the course with the Learning Academy. Sustain and grow it.
- Further expand and enhance support for new teachers to assist districts in educator retention.
- Expand mental health services and supports: “What we have seen in needs so far is just the tip of the iceberg.” Schools are going to see continued requests for this service.
- Ensure that state and federal requirements are not barriers to services.
- Continue to expand IT supports and unify district networks and systems to ensure consistency and stability of services in a highly dynamic environment.
- Sponsoring professional learning opportunities that invite collaboration with community agencies and target hybrid audiences of educators and community agency personnel to expand impact.
- Expanding inclusive practices to reach families and help close a parenting ‘skills gap’ to support child learning and development. Expand holistic supports to help needy families access available resources and services.
- Sustained coordination with community agencies in order to address gaps and build community capacity.

- Using data to identify gaps in services and supports to address holistic health and educational equity.

Individual focus groups interviewed:

Agency Team

Staff Focus Group

External School Leaders Focus Group

External Teachers Focus Group

Community Members / community agencies Focus Group



Quarterly Update

April 2021 - June 2021

Administrator: Dr. Larianne Polk

Component 1. Relations with the Board

- Administrator Board Report: March, April, and May
- Policy reviews:
 - Article I, Section 6, D Line of Responsibility and the Chain of Command
 - Article II, Section 2, A Regular Meetings
 - Article II, Section 6, A Notice to Public
 - Article II, Section 6, D Notice to Board Members
 - Article II, Section 6, E Notice to Media
 - Article II, Section 7, A Agenda Construction
 - Article II, Section 7, B Agenda Availability
 - Article II, Section 8, A Personal Presence at Meetings and Telephone Conference or Videoconference Meetings
 - Article II, Section 11, A Voting and Board Operating Procedures
 - Article II, Section 12, A Minutes
 - Article III, Section 1 D Requests, Costs, and Payment
- ESUCC Updates to Board: March, April, and May
- Committee Meetings
 - Budget: May
 - Handbook: June
- Email Communication: COVID Correspondence, Legislative updates, Board packets, NASB Board, and DYKs
- Monthly Meeting with the Board President: March, April, and May
- Monthly Meeting with the Board Vice President: March and April
- Board Members that utilize Health Insurance: Dan Hoesly and Jack Young utilizes Dental

Administrator Goal 1: Develop and deploy a Board Self-Assessment tool to use in establishment of Board goal.



Component 2. Community Relationships

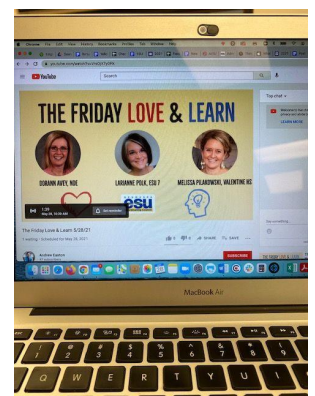
- Attend and Participate in ESUCC/NDE Collaborative Planning Meetings: Ongoing
- Joined and participated in the The Friday Love & Learn in May
- Partnership with CCC regarding Distance Learning
- Partnership Opportunities since January 1: Problem solving with Nebraska Department of Education and ESU Coordinating Council 2-3x/wk, ESU Coordinating Council Leadership Meetings 1-2x/wk, East Central District Health Department with Superintendents 2-4x/wk, Central District Health Department with Merrick Foundation and Superintendents 1-2x/wk, Four Corners District Health Department with Superintendents 1x/wk, Director meetings 3-6x/wk, Agency Team 1-2x/wk, and Communications Campaign.

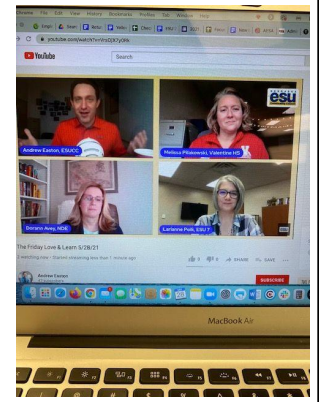
Board Goal 2: Exploration of potential expansion of educational behavioral health offering

Administrator Goal 2: Establish partnerships with local media to assist in communicating ESU 7 services and supports.

Administrator Goal 3: Engage in strategic communication efforts among staff and stakeholders re: programs and services.

Cen7ter Goal: Jobsite components of the program will be reorganized to be accessible and beneficial by May 2021.





Component 3. Staff and Personnel Relationships

- Agency Team meetings: March, April, and May
- Committee Meetings: All Staff and Safety
- All Staff Meeting: May
- Director Meetings: Multiple times a week in April, May, and June
- Ongoing Staff Evaluation and Goal Setting
- Production Department Transition: Ongoing
- Did You Knows: April, May, and June
- Board Recognition Dinner and Awards: April
- Clean Up Day where staff were given pizza for their hard work on May 21, 2021

Administrator Goal 3: Engage in strategic communication efforts among staff and stakeholders re: programs and services.

Director Goal 1: System processes will be developed, trained, and operational for every agency department by August 2022

Agency Team Goal 1: Revise and implement the Return to Services/School plan during the 20-21 school year

Administration Goal: By May 2021, a communication system and common invoicing system will be in place

Early Childhood Goal: By May 2021 have three things the team can do to encourage new team members to stay

Grants Goal: By May 2021, devise a plan to describe and disseminate individual services provided by the Grant Dept.

Mental Health Goal: Strengthen the foundation and awareness by clarifying therapeutic roles, exceptions, and support.

Migrant Goal: Increase the percentage of eligible migrant students receiving instructional services during the school year.

Production Goal: Create a process to eliminate the need for multiple teacher interactions for clarifying and pick up.

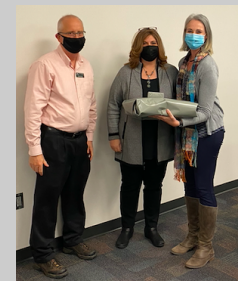
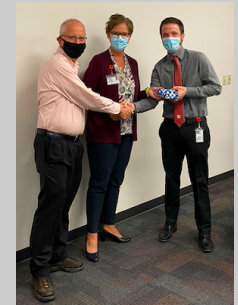
Professional Development Goal: Develop and implement a procedure for hosting hybrid sessions by May 2021.

Psychology Goal: Work with our school districts to complete valid, reliable, and ethical evaluations during the 20-21 year.

Speech Goal: Create individual plans for service delivery by meeting 4/4 objectives at proficient or distinguished level.

Technology Goal: Work toward equalizing tech knowledge and abilities among team members during the 20-21 school year.

Vision Goal: Create a Google doc with each team member providing one resource monthly of ideas for services





Component 4. Educational Leadership

- Superintendent Meetings: Bi-weekly in April, May, and June
- SIMPL training and ongoing correspondence all ESUs with monthly Meetings
- Meetings with Lakeview and Columbus Public School Leadership: Monthly
- Agency Team Meetings: March, April, and May
- Director Meetings: Multiple times a week in April, May, and June
- Software development meetings for SIMPL: ESU 10 Partnership Ongoing Bi-Weekly
- Chair of ESUCC Special Populations Committee and a member of PD and Executive Committees
- NNNC meetings: Monthly
- ESUCC President (2019-2021)
- Participated in Nebraska ELLC Meetings: April, May, and June
- Participated in Statewide Teacher and Principal Support Conversations
- Member of NRCSA (Nebraska Rural Council of School Administrators) Legislative Committee
- Member of Commissioner's Advisory Group
- Member of Nebraska Schoolmasters Club
- Member of DLRT (Diverse and Learner Ready Teachers) Initiative
- Stakeholder for Nebraska Teacher and Principal Performance Standards
- Co-Facilitate Goal Setting and Data Analysis for High Plains Community Schools Board
- Coordinate ESSA Designations Conversation with ESU 7 Executive Committee and NDE
- Attend and facilitate Services Inventory Bold Step Committee Meetings (Monthly)
- Chair and facilitate the Strategies for Providing Special Services Committee: March, April, and

May

- Determined need and coordinated Pipeline Meetings: March and April
- Attended the Board President Webinar in March
- Attended the NRCSA Spring Conference in March
- Attended NCSA GRIT in April
- Attended the Nebraska School Mental Health Conference in June
- Attended and presented at the Educator Effectiveness Conference in June
- Coordinated and participated in the Administrator's Golf Tournament in June
- Partnership Opportunities since April 1: Problem solving with Nebraska Department of Education and ESU Coordinating Council 2-3x/wk, ESU Coordinating Council Leadership Meetings 1-2x/wk, East Central District Health Department with Superintendents 1x/wk, Central District Health Department with Merrick Foundation and Superintendents 1x/wk, Four Corners District Health Department with Superintendents 1x/wk, Director meetings 1x/wk, and Communications Campaign.

Board Goal 1: Use data to ensure quality and efficiency of current and future services to its stakeholders

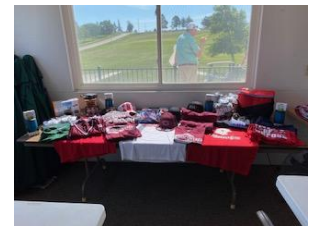
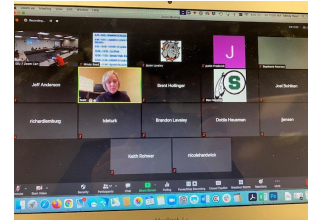
Administrator Goal 1: Develop and deploy a Board Self-Assessment tool to use in establishment of Board goal.

Director Goal 2: Complete leadership and evaluation training by August 2021

Administrator Goal 2: Establish partnerships with local media to assist in communicating ESU 7 services and supports.

Administrator Goal 3: Engage in strategic communication efforts among staff and stakeholders re: programs and services.

Learning Academy Goal: Improve ability to identify and meet student academic, behavioral, and mental health needs.





Component 5. Business and Finance

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

Board Goal 3: Examine short and long term financial projections to ensure long term financial stability

Administrator Goal 2: Establish partnerships with local media to assist in communicating ESU 7 services and supports.

Director Goal 1: System processes will be developed, trained, and operational for every agency department by August 2022

Component 6. Professional/Personal Qualities

- Interactions with ESU staff, school staff, school leadership, and Board
- Monthly Meetings with Coordinators/Directors (Marci, Tami, Dan, Cynthia)
- Monthly Meetings with Support Staff (Linda and Mindy)
- Growth and planning meetings with Production as needed
- Daily Admin Meetings

Director Goal 2: Complete leadership and evaluation training by August 2021

Component 7. Professional Growth

- ESUCC Committees and ESUCC/Board Meetings: January, February, and March
- NNNC Tech Budgeting Discussions: Monthly
- Books Read: 100+ Leaders

Director Goal 2: Complete leadership and evaluation training by August 2021

Stakeholder Satisfaction	Leadership Practices Inventory	Services Available	Services Accessed	Implementation Objectives Met
2.53	2.79	66	64	Reporting under construction
0=Unsatisfactory	1=Basic	2=Proficient	3=Distinguished	

* Due to the COVID-19 Pandemic, there were no surveys distributed to stakeholders in the months represented in this Quarterly Update.

Article III, Section 5, E Equipment, Materials and Supplies

Purchases up to \$10,000 Open Market. The Administrator or designee shall be authorized to purchase any item specifically budgeted up to \$10,000 in the open market. Official action by the Board shall be requested by the Administrator where it is required by law or in those instances where it appears to be in the best interests of the ESU. The purchase of items in excess of \$10,000 shall require Board approval.

Open market orders and contracts for the purchase of equipment, materials and supplies shall be awarded based on the following criteria:

1. Quality of product.
2. Suitability of product.
3. Equality of price (or fairness of price).
4. Conformance to specifications.
5. Convenience of delivery.
6. General reputation of business firms.
7. Services to be provided to the ESU by supplier.
8. Established relationship between supplier and the ESU.
9. Ability to provide the goods or services under question.
10. Ability to provide replacement parts for the goods to be purchased.
11. Warranties offered on products.
12. Adherence to State Law and Federal Regulations.
13. Any other stipulations set forth in Board policy or by Board action with regard to purchasing decisions.

Local purchases will be preferred whenever the foregoing factors are considered to be substantially the same.

Purchases from \$10,000 up to \$100,000—Solicit Proposals. The Administrator or designee shall request the submission of bids, quotes or proposals for purchases, which have a cost from \$10,000 up to \$100,000. The Administrator or designee shall receive and evaluate all proposals and make a recommendation to the Board for acceptance. The Board reserves the right to reject any and all proposals, to waive any informality in any proposal, and to accept the proposal that it deems best serves the interests of the ESU; which may or may not be the lowest cost proposal.

Purchases of \$100,000 and above—Sealed Bids. The Administrator or designee shall advertise for sealed bids for purchases which have a cost of greater than \$100,000.

1. Bid instructions and specifications. The Administrator or designee shall prepare bid instructions that are clear and complete and conducive to competitive bidding. The bid

instructions shall set forth all considerations necessary to bid and be consistent with any guidelines established by the Board.

2. Advertisement. The notice to bidders shall be published appropriately in a manner that will allow for competition. Vendors and suppliers shall be invited to have their names placed on the mailing list to receive invitations to bid. When specifications are prepared, they will be mailed or made available to all vendors or suppliers who have indicated an interest in bidding.
3. Sealed bids. Bids must be submitted in sealed envelopes, addressed to the Board, and plainly marked with the name of the bid and the time of the bid opening.
4. Withdrawal of Bids and Late Bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.
5. Bid Opening. Bids shall be opened at the time specified and all bidders and other persons shall be invited to be present. After the bids have been opened and tabulated, they shall be available for those interested to copy or study. They shall not, however, be removed from the ESU's offices.
6. Right to Reject. The Board reserves the right to reject any or all bids and to accept the bid which appears to be in the best interest of the ESU. Each bid notice should carry the notification that the ESU reserves the right to accept or reject any or all bids.
7. Right to Waive Bid Formalities. The Board reserves the right to waive any informality in, or reject any or all bids, or any part of any bid, as consistent with law.

The ESU need not comply with the bidding requirements if the District purchases property from the Nebraska State Purchasing Bureau, so long as the Nebraska State Purchasing Bureau competitively bid the purchase of property.

Legal Reference:	
Date of Adoption:	September 13, 2018
Date of Revision(s):	October 21, 2019
Date of Review:	December 21, 2020



Office Use Only:
Degree * ED SP _____
Hours Earned * 00 _____
Experience 1 _____
Index 1.54 _____
FTE 1.00 _____
Salary + Equity * \$ 55595.40+11418 _____
*Anticipated for (2021-2022 school year)

CERTIFICATED SPECIAL EDUCATION CONTRACT

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

WITNESSETH: That ESU7 hereby agrees to employ the above-named Party in the assignment of School Psychologist for school year 2021-2022, subject to the following terms and conditions:

- 1. Term of Employment.** This agreement shall commence on the 13 day of August, 2021. This agreement shall terminate on the 20 day of May, 2022 or may be terminated pursuant to Section 7 of the attached contract, whichever comes first. This term shall consist of 185 days of service in any given fiscal year, which are exclusive of holidays.
- 2. Compensation:** The Party shall be paid a yearly salary as determined by the applicable Negotiated Master Agreement, paid in 12 monthly payments. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.
- 3. Fringe Benefits:** ESU7 agrees to pay such part of the health and dental insurance premium of the party as may be agreed upon in negotiations between ESU7 and bargaining organization or organizations of the party, providing said party opts to participate in such an insurance program.
- 4. Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is

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

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

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

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

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

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

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

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

Secretary, Board of ESU7

President, Board of ESU

Executed by the Party this 16 day of June, 2021.

Hayley Murphy
Party

Final Legislative Update to the ESU 7 Board
Synopsis most relevant to ESUs
6.21.2021

Adjourned sine die, May 27, 2021 (about 2 weeks early)

Link to [Full Summary](#)

LB 83 (Flood), Government - Change the Open Meetings Act to provide for virtual conferencing

LB 83 would amend the Open Meetings Act in Chapter 84, Article 14, to: 1) modernize the way **public bodies** hold virtual meetings; and 2) create the statutory framework for public bodies to hold virtual meetings during a declared emergency by the Governor, Mayor, Village Board Chair or County Board Chair.

Key provisions which may impact ESU 7 and of which the Board should be aware:

- Up to one-half of the meetings of the Board in any calendar year can be conducted virtually. [This is not a change; however, the new provisions are less restrictive in key ways.]
- Virtual meetings still need to have a designated physical address for convening wherein one member or designated person is in attendance and at which the public may attend. (ESU 7 Oak/Maple Room).
 - Adequate seating needs to be available to accommodate attendees.
 - All documents under consideration and a current copy of the Open Meetings Act must be provided at the physical site location and said documents may be provided and publicly available **“in paper or electronic form.”**
 - Advance publicized notice must be given, including providing access to a dial-in number or (Zoom) link to the virtual meeting.
- Virtual meetings need to have the same or similar provisions for public comment as a regular on-site meeting.
- Members may attend a regular in-person meeting of the Board via remote connection, but if the meeting is not declared a virtual meeting, then the remote attendee is unable to vote and is not considered in attendance for purposes of constituting a quorum.

Changes to the prior version of the law:

- There is no longer a requirement that every remote access location (virtual meeting connection site) be publicly accessible. As long as a weblink is published so members of the public may attend virtually, and a physical meeting site is declared and is publicly accessible to accommodate visitors, then these requirements are met.

- An ESU board member may now join a normal, in-person, meeting virtually and participate in discussion-- but cannot vote.
- Any member of the public desiring to address a Board at public comment is now **required** to identify himself or herself, including an address and the name of any organization that is being represented.
- Section 15 of the new law provides a failsafe provision indemnifying Boards against invalidation of any motion, resolution, or action taken during the COVID-related Governor's Executive Order which waived certain requirements of the Open Meetings Act.

Also contained in the bill, beginning July 31, 2022, LB 83 requires all school boards to make available on the district's website the agenda and minutes of any meeting of the governing body. The agenda must be placed on the website at least 24 hours before the meeting of the governing body. Minutes must be placed on the website at such time as the minutes are available for inspection. This information must be available on the website for at least six months.

April 15, 2021 passed by 43-0 with the emergency clause attached.

April 21, 2021 signed into law

April 22, 2021, bill became operative.

[Slip Law](#)

LB 154 (Wayne) Education - Require tracking of student discipline as prescribed

LB 154 provides that, by August 1, 2022, the State Board of Education must implement a statewide system for tracking individual student discipline, using the student identifier system of the department, that can be aggregated to track student discipline by type of discipline and demographic characteristics, including race, poverty, high mobility, attendance, disability, and limited English proficiency.

LB 154 requires each school to designate at least one "discipline data coordinator" for the purposes of gathering and reporting the discipline data required under the bill.

April 29, 2021 passed by a 46-0 vote.

May 5, 2021 signed into law.

August 28, 2021 will become operative

[Slip Law](#)

LB 322 (Williams) Education - Adopt the School Safety and Security Reporting System Act

This bill creates the School Safety and Security Reporting System Act. It requires NDE to establish a statewide, anonymous reporting system to support threat assessment teams and reduce risk and incidents of violence resulting in harm to self, others, or school property. The reporting system would be called the Safe2HelpNE report line and will be available to any public or non public school that has a threat assessment team and that maintains a current list of the contact

information for at least five team members designated to receive alerts from report line staff at any time of the day or night. The identity of any individual who contacts the Safe2HelpNE report line would be confidential and would not be revealed.

The report line would be staffed seven days per week and 24 hours per day by professionals trained to receive concerns, use de-escalation techniques to minimize law enforcement involvement, and alert the appropriate threat assessment team for review, assessment, and action to protect people and property.

The bill provides intent language that the Legislature would appropriate money from the General Fund for the Safe2HelpNE report line for ten years. At the end of the ten years, NDE must electronically report cost-benefit data and recommendations regarding the continued viability of the report line to the Education Committee of the Legislature.

May 19, 2021 passed by 41-5 with the emergency clause.

May 24, 2021 signed into law.

May 25, 2021 became operative.

[Slip Law](#)

LB 451 (McKinney) Business and Labor - Include characteristics associated with race, culture, and personhood within definition of race, including hair texture and protective hairstyles under the Nebraska Fair Employment Practice Act, and change provisions relating to unlawful employment practices Amends the Nebraska Fair Employment Practice Act to state that race is inclusive of characteristics that are associated with race, culture, and personhood, including, but not limited to, skin color, hair texture, and protective hairstyles.

The bill also provides that protective hairstyles includes, but is not limited to, hairstyles such as braids, locks, and twists. The bill adds a new section to the Nebraska Fair Employment Practice Act stating that it would not be an unlawful employment practice for an employer to enact bona fide health and safety standards that regulate the expression of an applicant's or employee's race IF the employer demonstrates that:

- (a) Without the implementation of such standard, it is reasonably certain that the health and safety of the applicant, employee, or other materially connected person will be impaired;
- (b) The standard is adopted for non-discriminatory reasons;
- (c) The standard is applied equally; and
- (d) The employer has engaged in good faith efforts to reasonably accommodate the applicant or employee.

April 29, 2021 passed by a 40-4 vote.

May 5, 2021 signed into law.

August 28, 2021 becomes operative.

[Slip Law](#)

LB 527 (Walz) Education - Change provisions relating to transition services for students with a developmental disability

LB 527 amends § 83-1225 by changing the age from no later than 16 to no later than 14 years of age for students with a developmental disability to whom a school district provides transition services.

May 19, 2021 Passed by 48-0-1.

May 26, 2021 signed into law.

August 28, 2021 Becomes operative.

[Slip Law](#)

LB 639 (Day) Education Adopt the Seizure Safe Schools Act

LB 639 creates the Seizure Safe Schools Act and is applicable to both public and private schools. Each school must have at least one school employee at each school who has met the training requirements necessary to administer or assist with the self-administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms. This requirement is effective for school year 2022-23 and thereafter. The training would include instruction in administering seizure medications, recognizing the signs and symptoms of seizures, and responding to such signs and symptoms with the appropriate steps. The bill requires the State Board of Education to adopt and promulgate rules and regulations to carry out the Seizure Safe Schools Act, including:

1. Requirements for training programs for school employees;
2. Procedures for the development of seizure action plans; and
3. The content of seizure action plans.

May 19, 2021 passed by a 44-3 vote.

May 24, 2021 signed into law.

August 28, 2021 becomes operative.

[Slip Law](#)

LB 14 (Blood), Health and Human Services - Adopt the Audiology and Speech-Language Pathology Interstate Compact

This compact means that any Aud. or SLP with a license to practice in their home state could travel to a member state of the compact and practice using the compact privilege without having to test or get a separate license in that remote state.

March 25, 2021 passed on final reading, speaker signed.

March 31, 2021 approved by Governor.

August 28, 2021 becomes operative.

[Slip Law](#)

LB 143 (Kolterman), Health and Human Services - Require notice to school districts regarding changes in child placement

If a determination is made that it is not in the child's best interest to remain in the same school after a placement change, notice of placement change must also be sent to the new school where the child will be enrolled. In the event of an emergency placement change, the bill provides that, within 24 hours after court approval of the emergency placement change, DHHS, an association, or individual, must file a report and notice of placement change to all interested parties, including all of the child's siblings that are known to DHHS and, if the child is of school age, the school where the child is enrolled or the new school where the child will be enrolled.

Note: As amended on General File, DHHS would have to provide the notice, but not the report, within 24 hours, and **notice** must be provided to both the school where the child is enrolled and the new school where the child will be enrolled.

April 29, 2021 passed by a 46-0 vote.

May 5, 2021 signed into law.

August 28, 2021 becomes operative.

[Slip Law](#)

LB 147 (Kolterman) Retirement - Change provisions relating to retirement systems for Class V districts AND change provisions on retirees in 180 days of retirement.

Retirees in first 180 days of retirement, can sub up to 8 days per month (current is 4).

May 20, 2021 passed by 38-3-8 with emergency clause.

May 25, 2021 vetoed by Governor.

May 26 2021 successful veto override, became law.

[Slip Law](#)

LB 388 (Friesen), Transportation - Broadband Access

Nebraska Broadband Bridge Act in order to facilitate and fund the development of broadband networks in unserved and underserved areas. This bill is the vehicle to expand broadband to the more rural areas. Creates the Nebraska Broadband Bridge Act with the purpose of facilitating and funding the development of broadband networks in unserved and underserved areas of Nebraska. The measure appropriates \$20 million annually, beginning in fiscal year 2021-2022, to the Public Services Commission (PSC).

May 20, 2021 passed by 49-0 with the emergency clause.

May 26, 2021 signed into law.

May 27, 2021 became operative.

[Slip Law](#)

LB 389 (Sanders), Education - Require the issuance of teaching certificates and permits to military spouses

The applicant would not be required to meet the human relations training requirement to obtain the certification or permit. valid for at least three years and would include the same or similar endorsements to teach in all subject areas for which the applicant had been certified to teach in such other state if a similar endorsement is offered in Nebraska.

March 25, 2021 passed on Final Reading 46-0-3.

March 31, 2021 signed into law..

August 28, 2021 becomes operative.

[Slip Law](#)

LB 528 (Walz) Education - Change, eliminate, and add provisions relating to education

NDE technical cleanup bill. It would maintain the existing lottery distribution for purposes of education programs and services for a period of three years. LB 529 carried the lottery changes, but failed to advance/pass. The mental health training provision of LB 529 (where ESUs would provide training for MH to school districts) did not pass in any form..

May 20, 2021 passed by 48-0 with the emergency clause. The

May 25, 2021 signed into law.

May 26, 2021 operative date.

[Slip Law](#)

Interim Studies

- LR148 (Day) Interim study to examine the duties of education support professionals in Nebraska
- LR149 (Day) Interim study to examine the potential for statewide early childhood autism spectrum disorder screening
- LR157 (Pansing Brooks) Interim study to examine how Nebraska schools can recruit teachers and administrators who accurately reflect the proportion of students of color attending Nebraska
- schools
- LR180 (Walz) Interim study to examine the identification of at-risk and economically disadvantaged students as a qualification factor for state-funded, education-related programs
- LR181 (Walz) Interim study to examine home visitation for families in Nebraska
- LR182 (Walz) Interim study to examine the school enrollment options available to students
- LR213 (Day) Interim study to examine the mental and behavioral health needs of Nebraska

- students and the role of school psychologists
- LR227 (Linehan) Interim study to examine learning communities and learning community
- coordinating councils
- LR141 (DeBoer) Interim study to create a select interim committee of the Legislature known as
- the School Finance Study Committee
- LR203 (Flood) Interim study to examine medicaid expansion and behavioral health
- LR230 (Murman) Interim study to examine a potential constitutional amendment to limit property taxation to residential property only

LR193 (DeBoer) Interim study to examine broadband mapping and broadband speed testing in Nebraska

Speaker of the Legislature: Senator Mike Hilgers of Lincoln, 2-year term	
Education Committee Members: Walz (Chair), Fremont (D) Day, Gretna (D) Linehan, Millard (R) McKinney, Omaha (D) Morefeld, Lincoln (D) Murman, Holdrege (R) Pansing-Brooks, Lincoln (D) Sanders, Bellevue (R)	Appropriations Committee: Stinner (Chair) Wishart Vargas Erdman Clements McDonnell Dorn Kolterman Hilkemann
Revenue Committee: Linehan (Chair) Albrecht Flood Lindstrom Briese Bostar Pahls Friesen	Retirement Committee: Kolterman (Chair) Lindstrom Slama Clements McDonnell Stinner

~Each senator may select one priority bill, each committee may select two priority bills, and the speaker may select up to 25 priority bills.

2021 Legislative Session*

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

Sun	Mon	Tue	Wed	Thur	Fri	Sat
March						
	1 DAY 35	2 DAY 36	3 DAY 37	4 DAY 38	5 RECESS	6
7	8 RECESS	9 DAY 39	10 DAY 40	11 DAY 41	12 DAY 42	13
14	15 DAY 43	16 DAY 44	17 DAY 45	18 DAY 46	19 RECESS	20
21	22 DAY 47	23 DAY 48	24 DAY 49	25 DAY 50	26 RECESS	27
28	29 DAY 51	30 DAY 52	31 DAY 53			

Sun	Mon	Tue	Wed	Thur	Fri	Sat
May						
						1
2	3 RECESS	4 DAY 71	5 DAY 72	6 DAY 73	7 DAY 74	8
9	10 DAY 75	11 DAY 76	12 DAY 77	13 DAY 78	14 RECESS	15
16	17 RECESS	18 DAY 79	19 DAY 80	20 DAY 81	21 DAY 82	22
23	24 DAY 83	25 DAY 84	26 DAY 85	27 DAY 86	28 RECESS	29
30	31 HOLIDAY					

Federal & State Holidays

January 18 – Martin Luther King Jr. Day
 February 15 – Presidents' Day
 April 30 – Arbor Day
 May 31 – Memorial Day

Sun	Mon	Tue	Wed	Thur	Fri	Sat
February						
	1 DAY 18	2 DAY 19	3 DAY 20	4 DAY 21	5 DAY 22	6
7	8 DAY 23	9 DAY 24	10 DAY 25	11 DAY 26	12 RECESS	13
14	15 HOLIDAY	16 DAY 27	17 DAY 28	18 DAY 29	19 DAY 30	20
21	22 RECESS	23 DAY 31	24 DAY 32	25 DAY 33	26 DAY 34	27
28						

Sun	Mon	Tue	Wed	Thur	Fri	Sat
April						
				1 DAY 54	2 RECESS	3
4	5 RECESS	6 DAY 55	7 DAY 56	8 DAY 57	9 DAY 58	10
11	12 DAY 59	13 DAY 60	14 DAY 61	15 DAY 62	16 RECESS	17
18	19 RECESS	20 DAY 63	21 DAY 64	22 DAY 65	23 DAY 66	24
25	26 DAY 67	27 DAY 68	28 DAY 69	29 DAY 70	30 HOLIDAY	

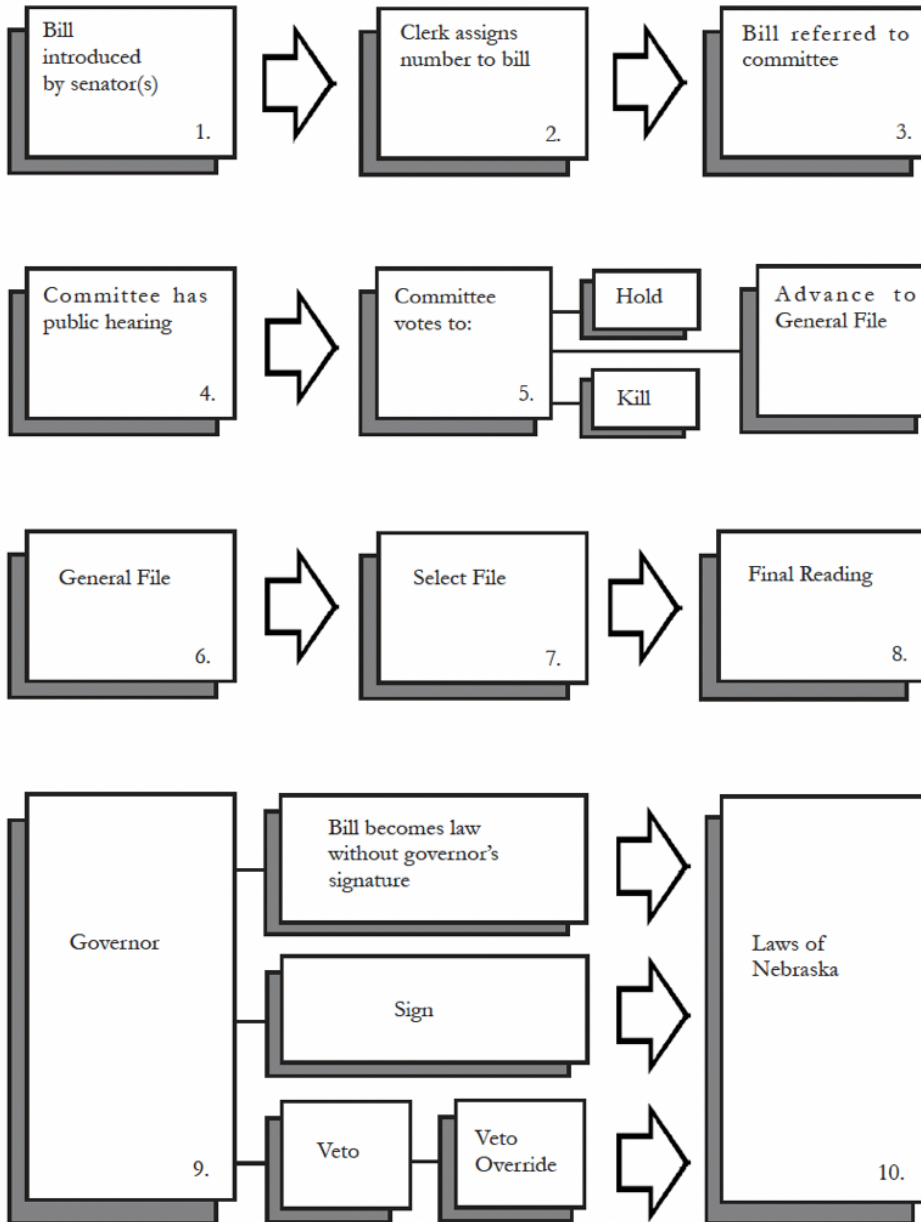
Sun	Mon	Tue	Wed	Thur	Fri	Sat
June						
		1 DAY 87	2 DAY 88	3 DAY 89	4 RECESS	5
6	7 RECESS	8 RECESS	9 RECESS	10 DAY 90	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Legislative Recess Days

February 12, 22
 March 5, 8, 19, 28
 April 2, 5, 18, 19
 May 3, 14, 17, 28
 June 4, 7, 8, 9

*The Speaker reserves the right to revise the session calendar.

How a Bill Becomes a Law



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