



Regular Board of Education Meeting

Educational Service Unit 7, Oak Room

2657 44th Ave

Columbus, NE 68601-8537

Monday, June 16, 2025 at 5:30 PM

Posted Locations:

Columbus Telegram Newspaper

Columbus Telegram Website

ESU 7 North Building Front Door

Posted Date: 06/06/2025

Attendance Taken at 5:32 PM.

Bob Arp: Present

Joyce Baumert: Present

Amy Blaser: Present

Marni Danhauer: Present

Karen Gomez: Absent

Don Graff: Absent

Beth Kabes: Absent

Clark Lehr: Absent

Dawn Lindsley: Present

Doug Pauley: Present

Richard Stephens: Present

Jack Young: Present

Present: 8, Absent: 4.

{{Name: Agenda Item Name}}

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.

Board President Doug Pauley called the meeting to order at 5:32 pm.

1.1. Notification of Open Meetings Law

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

1.2. Roll Call

1.3. Absent Board Members

Board Members Clark Lehr and Beth Kabes will be absent. They notified Administrator Elmshaeuser and Board President Doug Pauley prior to the meeting.

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

Discuss, consider and take all necessary action to approve Board members Karen Gomez, Beth Kabes and Clark Lehr absences as presented Passed with a motion by Joyce Baumert and a second by Bob Arp.

Karen Gomez:	Absent
Don Graff:	Absent
Beth Kabes:	Absent
Clark Lehr:	Absent
Bob Arp:	Yea
Joyce Baumert:	Yea
Amy Blaser:	Yea
Marni Danhauer:	Yea
Dawn Lindsley:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Jack Young:	Yea

Yea: 8, Nay: 0, Absent: 4

Board member Karen Gomez notified Board President Doug Pauley prior to the meeting of her absence. A notification prior to the meeting was not received from Board member Don Graff.

1.4. Pledge of Allegiance

2. Approval of Agenda

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

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

Discuss, consider and take all necessary action to approve the agenda as presented

Passed with a motion by Dawn Lindsley and a second by Joyce Baumert.

Karen Gomez: Absent

Don Graff: Absent

Beth Kabes: Absent

Clark Lehr: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Amy Blaser: Yea

Marni Danhauer: Yea

Dawn Lindsley: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Jack Young: Yea

Yea: 8, Nay: 0, Absent: 4

3. Welcome Visitors Visitors included Beth Ericson, ESU 7 Professional Development Director starting on July 1, 2025 and Lisa Duranski, Early Childhood Special Education Teacher/Visually Impaired Coordinator, to present the Spotlight.

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

5. Consent Agenda

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

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

Consent Agenda Includes:

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

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

Discuss, consider and take all necessary action to approve the consent agenda as presented Passed with a motion by Bob Arp and a second by Jack Young.

Karen Gomez: Absent
Don Graff: Absent
Beth Kabes: Absent
Clark Lehr: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Amy Blaser: Yea
Marni Danhauer: Yea
Dawn Lindsley: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Jack Young: Yea

Yea: 8, Nay: 0, Absent: 4

5.1. Minutes

This is a consent item.

5.2. Presentation of Bills #79860 through #80031 totaling \$1,518,762.36

The summary of bills for the current month total:\$1,518,762.36 - Bills #79860 through #80031

General Activity Fund total: \$1,121.70

	Amount	Vendor	Description
79870	\$75,815.96	B-D Construction	Bridges Project
79884	\$6,150.00	Diamond Heating and Air	Learning Academy Data Room AC
79889	\$9,307.80	Educational Products, Inc.	Title IC Hygiene Kits
79892	\$5,000.00	ESU 1	Title III Contracted Service
79897	\$30,238.00	ESUCC	District's SRS Fees
79928	\$18,080.00	LastPass	LastPass Renewal for ESU 7/School Districts Flow Through
79931	\$155,195.20	Linewize (Family Zone)	ESU 7/School Districts Filter Renews Flow Through
79946	\$62,012.00	On To College	John Baylor Test Prep for School Districts Flow Through
79953	\$8,100.00	Romans, Wiemer & Associates	ESU7 Audit

79954	\$128,886.95	Rutt's Heating & Air	HVAC remodel 9th payment (\$14,298.55 remaining)
79962	\$36,090.50	Staples Business Advantage	Paper Coop
79963	\$5,857.40	State of NE DAS State Accounting	Network service charges
79978	\$99,922.48	Yanda's Avl Rental	South Building AV Upgrade

This is a consent item.

5.3. Reading of Article I, Section 6, A Concept of Administration.

This is a consent item.

5.4. Reading of Article I, Section 6, B Administrator.

This is a consent item.

5.5. Reading of Article I, Section 6, C Duty and Function of the Administrator.

This is a consent item.

5.6. Reading of Article II, Section 6, B Notice of Budget Meeting.

This is a consent item.

5.7. Reading of Article III, Section 1, D Requests, Cost, and Payment.

This is a consent item.

5.8. Reading of Article III, Section 1, F Special Education Cooperative.

This is a consent item.

5.9. 2025-2026 Contract for Amy Slama, Grant Coordinator **This is a consent item.**

5.10. 2025-2026 Contract for Cara Neesen, Student Services Principal **This is a consent item.**

5.11. 2025-2026 Contract for Iris Medina Gonzalez, Provisionally Licensed Mental Health Practitioner **This is a consent item.**

5.12. 2025-2026 Contract for Kassandra Cornwell, Provisionally Licensed Mental Health Practitioner **This is a consent item.**

5.13. 2025-2026 Contract for Lynne Webster, Licensed Mental Health Practitioner **This is a consent item.**

5.14. 2025-2026 Contract for Megan Welch, Mental Health Practitioner **This is a consent item.**

5.15. 2025-2026 Contract for Merridie Kaup, Mental Health Practitioner **This is a consent item.**

5.16. 2025-2026 Contract for Sonya Sukup, Licensed Mental Health Practitioner **This is a consent item.**

5.17. 2025-2026 Contract for Tami Clay, Special Education Director **This is a consent item.**

5.18. Excess Lodging and Meals
Excess Lodging and Meals:

- The LMHP Department had excess travel to report:
 - Nebraska School Mental Health Conference, Kearney, NE (May 28-29, 2025)
 - Megan Welch - \$178.00, lodging
 - Merridie Kaup - \$119.90, lodging
 - Sonya Sukup - \$119.90, lodging
 - Ingrid Rodriguez - \$119.90, lodging
 - Kassi Cornwell - \$119.90, lodging
- The Learning Academy had excess travel to report:
 - Nebraska School Mental Health Conference, Kearney, NE (May 28-29, 2025)
 - Brooke Hemmer - \$119.90, lodging
- The Special Education Department had excess travel to report:
 - ESUCC - ESPD (May 6, 2025)
 - Tami Clay - \$89.00

This is a consent item.

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

6. Spotlight: Early Childhood

Early Childhood Special Education Teacher/Visually Impaired Coordinator, Lisa Duranski, will present the Early Childhood spotlight.

Lisa began with a story of her 16-year-old self caring for an 18-year-old special-needs individual. She started her Special Education teaching career in 1993, and she's starting her 33rd year, doing the exact same job. The Early Childhood team is made up of 12 people: seven Early Childhood Special Education teachers, and 5 Speech Language Pathologists. Anyone can make a referral to the program in the community since they serve ages from birth to five. The children are evaluated and if they qualify for services, an IFSP (Individualized Family Service Plan) is developed for ages birth to three and an IEP (Individualized Education Program) for ages three to five. Children and families receive services until the child goes into kindergarten, where services then transition to their home district with the help of the ESU 7 Early Childhood team. Nebraska has been a birth mandate state since 1978 and is one of five. This means children who require these types of services will get them free of cost. If they live outside these 5 states, they might pay for the services out of pocket. The Early Childhood team serves 18 school districts, which are all of ESU 7's districts except Columbus Public School. They have their own program and operate within their own district. Of those 18 schools, 210 students have been referred and evaluated this past year. Including the Columbus district data, there was a total of 323. The beginning of the year has the lowest numbers since children have moved out of the birth to five range into kindergarten, then as the year continues on, the number rises with the number of referrals. After the presentation, the board members asked questions of the Special Education Coordinator, Lisa Duranski.

- Are they all new referrals? Yes, the 323 were all new referrals. They are evaluated and if found eligible, they begin receiving services. Those who are not found eligible or later no longer qualify do not receive services.

- Who supports kindergartners? Resource teachers in their home districts. The ESU 7 early childhood special education team only supports children if they are under the age of 5.
- Is funding through the state? No, funding is received federally.
- What is the timeline for referral to services? Rules for ages from birth to three are different from ages three to five. Ages birth to three have 45 calendar days to determine services and write goals if they are eligible. They also receive services all year round. Ages three to five have 45 school days, or 60 calendar days, whichever comes first, and typically only receive services during the school year.
- Do you get referrals from people who are not parents? Yes, most referrals actually come from doctors.
- Do you get parents who don't want services? Yes, in cases where there has been a neglect or abuse charge, ESU 7's Early Childhood department is an automatic referral. The child has to be evaluated since there's a high probability of needing services; however, parents can still say no. It has only happened once in Lisa's tenure.
- Do you work with CASA? Occasionally, it can be difficult to figure out what district a child belongs to. School districts are responsible if the child is made a ward in their district.
- Do you only have families for a few months? Sometimes, especially if the child has changed foster care placements.
- Do males ever apply for these types of positions? Yes, there have been 2 physical therapists.
- What is your case load per staff member? It looks different for each person. For example, one Speech Language Pathologist is assigned to Schuyler so she can take on a lot more students. Another teacher has 9 districts she travels to, so she serves fewer students since there is more travel time involved. However, it's about 20 children per staff member.

7. Treasurer's Report

Review the breakdown of the Treasurer's Report.

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

Discuss, consider and take all necessary action to accept the Treasurer's Report as presented Passed with a motion by Bob Arp and a second by Doug Pauley.

Karen Gomez:	Absent
Don Graff:	Absent
Beth Kabes:	Absent
Clark Lehr:	Absent
Bob Arp:	Yea
Joyce Baumert:	Yea
Amy Blaser:	Yea

Marni Danhauer: Yea
Dawn Lindsley: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Jack Young: Yea

Yea: 8, Nay: 0, Absent: 4

8. Policy Changes

The 2025 Legislative session passed AM 1617 to LB 150 which updates Nebraska's Fair Employment Practice Act. This requires ESU 7 to change several of the policies. The change is in the non-discrimination statement and is adding the wording "military or".

Non-Discrimination: I will not make decisions which affect personnel, students, parents, the public, or otherwise on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, **military or** veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, or on the basis of constitutionally protected speech.

Several bidding references were updated in the federal regulations governing grants and federal audit requirements. The procurement policy has been updated to reflect the new terminology for "**simplified acquisition purchases.**"

Administrator Recommendation: Discuss, consider and take all necessary action to approve updates to all the policies below.

Discuss, consider and take all necessary action to approve updates to all the policies below. Passed with a motion by Jack Young and a second by Marni Danhauer.

Karen Gomez: Absent
Don Graff: Absent
Beth Kabes: Absent
Clark Lehr: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Amy Blaser: Yea
Marni Danhauer: Yea
Dawn Lindsley: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Jack Young: Yea

Yea: 8, Nay: 0, Absent: 4

Administrator Elmshaeuser explained that after the legislation season finishes, there are typically changes to policy. Since these policies all have similar changes, they've been grouped into one agenda item. The wording change was to add "military or" before "veteran status". And to change the wording of small purchases to "simplified acquisition purchases" to align with the federal language.

9. Reading of 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, **military or** 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: ~~Marei Ostmeyer~~ **Beth Ericson**, Professional Development Director, 2657 44th Avenue, Columbus, NE 68601 (402) 564-5753 (**bericson@esu7.org**).

ESU 7 will aim to complete its investigation within ten (10) working days after receiving a complaint or report, unless extenuating circumstances exist **as determined by the investigator**. 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.~~ **be determined by the investigator and in compliance with any legal requirements.** Periodic status updates will be given to the parties, when appropriate.

ESU 7 ~~will~~ **may, when appropriate or when legally required**, send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within one (1) ~~working day~~ **week** 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.

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 **or a committee of 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 or Committee of the Board may, in its discretion**, issue a written determination about the appeal ~~within thirty (30) days after the party addresses the Board.~~ **The Board or Committee of the Board may, in the alternative, vote on the appeal and send the party the**

outcome of the vote. 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.

Administrator Recommendation: Discuss, consider and take all necessary action to approve Article V, Section 1, A as presented.

Discuss, consider and take all necessary action to approve Article V, Section 1, A as presented Passed with a motion by Jack Young and a second by Doug Pauley.

Karen Gomez: Absent
Don Graff: Absent
Beth Kabes: Absent
Clark Lehr: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Amy Blaser: Yea
Marni Danhauer: Yea
Dawn Lindsley: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Jack Young: Yea

Yea: 8, Nay: 0, Absent: 4

Administrator Elmshaeuser summarized the rationale statement regarding the additional changes to the non-discrimination policy. All of these changes have been provided and revised by Justin Knight.

10. Handbook Committee Update - Handbook Approvals

Annually, the Board of Educational Service Unit 7, will review and approve the ESU 7 Employee Handbook and ESU 7 Student/Parent Handbooks. The Handbook Committee will provide an update. Chariperson Joyce Baumert will provide an overview of how the handbook revision process went this year and if any changes are necessary.

Committee Recommendation: Discuss, consider and take any action necessary to approve the ESU 7 Student/Parent Handbooks and the ESU 7 Employee Handbook as presented.

Discuss, consider and take any action necessary to approve the ESU 7 Student/Parent Handbooks and the ESU 7 Employee Handbook as presented Passed with a motion by Bob Arp and a second by Jack Young.

Karen Gomez: Absent
Don Graff: Absent
Beth Kabes: Absent
Clark Lehr: Absent

Bob Arp: Yea
Joyce Baumert: Yea
Amy Blaser: Yea
Marni Danhauer: Yea
Dawn Lindsley: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Jack Young: Yea

Yea: 8, Nay: 0, Absent: 4

Handbook Committee Chair Joyce Baumert reviewed the handbook changes. The Bridges program description has been changed due to a new teacher/principal. The "Dignity Room" has been changed to "Calm Down Room" to better align with the program structure. There were some wording changes to remove dollar prices regarding damage repair. Overall, the computer application/software usage and permissions were updated. The Level III calendars have been updated.

In the Employee Handbook, some updates include the addition of new Board members, Level III programs name change, and Production to Print Shop name change. Changes were made to the remote work procedure, so that the Chief Administrator has the final decision. Also, the retirement and benefits section was updated to reflect the new percentages determined by the 2025 Legislative session approval of LB 645.

Handbook Committee Member Bob Arp shared how in the first years of the committee there had been major changes and updates, and each year the changes continue to become smaller since the handbooks are more refined.

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

The ESU 7 Board of Education will not meet in July, 2025. This Board action gives authority to the Administrator to pay July bills. The ESU 7 Board will approve these expenses in the next possible Board Meeting.

Administrator Recommendation: Discuss, consider and take all necessary action to approve the Administrator's payment of bills in July 2025.

Discuss, consider and take all necessary action to approve the Administrator's payment of bills in July 2025 Passed with a motion by Joyce Baumert and a second by Doug Pauley.

Karen Gomez: Absent
Don Graff: Absent
Beth Kabes: Absent
Clark Lehr: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Amy Blaser: Yea

Marni Danhauer: Yea
Dawn Lindsley: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Jack Young: Yea

Yea: 8, Nay: 0, Absent: 4

July will be the first month bills are signed and paid by Marci Ostmeyer, Chief Administrator, beginning July 1, 2025.

12. Budgeting for additional 1% Budget Authority

Nebraska Statute allows an additional 1% in budgeted property tax asking requiring an affirmative vote of 75% of the governing body for approval. These additional budget authority dollars remain critical as we continue to operate with the one and a half cent levy, no state aid funding for 2025-2026, and spending restrictions for the upcoming years. In the event valuations change or additional funding becomes available, this action will allow ESU 7 additional budget authority to access those dollars.

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

Administrator Elmshaeuser stated that we do not have 75% of the board present. This item will be moved and voted on in the August agenda.

13. Budget Hearing and Budget Summary, followed by the Final Tax Request Hearing, and the followed by the Regular Board Meeting - Monday, September 15, 2025 at 5:15 p.m. in the ESU 7 Oak Room

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

Administrator Recommendation: Discuss, consider and take any necessary action to approve the Monday, September 15 schedule for the Budget Hearing and Budget Summary, Final Tax Request Hearing, and the Regular Board Meeting as presented

Discuss, consider and take any necessary action to approve the Monday, September 15 schedule for the Budget Hearing and Budget Summary, Final Tax Request Hearing, and the Regular Board Meeting as presented Passed with a motion by Dawn Lindsley and a second by Jack Young.

Karen Gomez: Absent
Don Graff: Absent
Beth Kabes: Absent
Clark Lehr: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Amy Blaser: Yea
Marni Danhauer: Yea

Dawn Lindsley: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Jack Young: Yea

Yea: 8, Nay: 0, Absent: 4

14. Resolution on Training Requirements

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

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

Discuss, consider and take all necessary action to approve the resolution as presented
Passed with a motion by Doug Pauley and a second by Jack Young.

Karen Gomez: Absent

Don Graff: Absent

Beth Kabes: Absent

Clark Lehr: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Amy Blaser: Yea

Marni Danhauer: Yea

Dawn Lindsley: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Jack Young: Yea

Yea: 8, Nay: 0, Absent: 4

15. **Administrator's Report General**

- ESUCC Update - No update
- Professional Development and Print Shop Report - Director Ostmeyer
- Special Education Report - Director Clay
- Technology Report - Director Ellsworth
- Upcoming Events
 - NASB Leadership Workshops
 - July 28, 2025 - Gearing
 - July 29, 2025 - Kearney
 - July 30, 2025 - Lincoln
 - NASB Area Membership Meetings
 - August 19, 2025 - Valentine
 - August 20, 2025 - Gering
 - August 21, 2025 - Kearney

- **August 26, 2025 - York**
- August 27, 2025 - Norfolk
- September 3, 2025 - North Platte
- September 9, 2025 - Omaha
- September 10, 2025 - Nebraska City
- **September 24, 2025 - Fremont**
- NASB Labor Relations Conference
 - October 1-2, 2025 - Lincoln
- 2025 State Education Conference
 - November 19-21, 2025 - Omaha
- New Board Member Workshop
 - December 3, 2025 - Kearney
- AESA Annual Conference
 - December 3-5, 2025 - Colorado Springs, CO

Director Ostmeyer shared that June 16th was her last Professional Development meeting as the Professional Development Director. Beth Ericson has been sitting in on the last few meetings. The Professional Development team has things in place that are starting to work for next year. The Print Shop's new duplicator has arrived. Its purpose is to print large volumes of the same item at a small cost. For example, a school district sent in envelopes to have their address and logo printed. The machine can do 500 at a time before it needs to be readjusted. For the summer work, the online ordering system has over 900 orders waiting for the first day of school, which does not include hard copy order forms that have been turned in by hand. Regarding the Chief Administrator Transition, Administrator Elmshaeuser and Director Ostmeyer are continuing to meet weekly, adding and crossing off the list. Director Ostmeyer provided a "Sips and Conversation" sign up so she could meet with each board member prior to her first board meeting in August. Beth Ericson shared she has been enjoying getting to know everyone at ESU 7 and getting involved. She has also been meeting with Director Ostmeyer about once a week to go through questions and anything transitional.

Director Ellsworth provided a technology update. District Technology Coordinators are able to do things at the schools they don't usually get to do since school is out of session. This includes resetting computers for the students. Last year, the technology department switched manager software, which has allowed the coordinators less manual work. With the extra time, they are able to do more in-depth work on the multi-year projects this summer. So far, the Technology department has billed over \$20,000 in 16 days this summer. Director Ellsworth also explained that District Technology Coordinators are spending time in other schools since they are not contracted to their home schools during the summer. However, they still get one day a week in their home district to continue being caught up.

15.1. Goal Update

Goals - Attached for your Review

Goal 1: By July 2025, the ESU 7 board will have advertised for a Chief Administrator, completed the initial process, sent a contract, hired and Chief Administrator, made the announcement, and begun the onboarding process.

- 100% complete: In December, the ESU 7 board hired Marci Ostmeyer as the Chief Administrator of ESU 7 for the 2025-26 school year.

Goal 2: By July 2025, the ESU 7 board will attend at least two professional/personal learning events annually.

- 66% complete: Seven of the 12 board members have been to two professional/personal learning events. Two board members have been to one.

Goal 3: By July 2025, the ESU 7 board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured.

- 25% complete:
 - Clarkson - 10.9.2024
 - Fullerton - 11.11.2024
 - Boone Central - 1.13.2025
 - Osceola - 2.10.2025
 - East Butler - 2.12.2025

Goal 4: By July 2025, the ESU 7 board will continue to use operationalized communication materials detailing tailored services and outcomes at scheduled visits to each district.

- 100% complete: Board members along with a Director have attended board meetings for Clarkson, Fullerton, Boone Central, Osceola, and East Butler. Communication materials were details and tailored for each district specific to the services the district receives from ESU 7.

15.2. Services Update

- SMART Update (See PDF Attachment)

Administrator Elmshaeuser shared that the 3-year comparison has been provided. There is still research being done as to why the numbers from the previous 2 years are much higher than the current year. A glitch has been discovered in the SIMPL/SMART system. This is being looked into to verify our data moving forward.

15.3. Facilities Update The Administrator will provide a facilities update during this item Administrator Elmshaeuser shared that the HVAC training has been completed with Rutt's and a service agreement was signed. Director Ellsworth and Business Manager Linda Shefcyk have accounts in the system. The Bridges project completion is still waiting for the sidewalk to be completed for the Fire Marshall to provide written permission for occupancy. Administrator Elmshaeuser explained the importance of it needing to be completed by August 1, 2025 for the beginning of the school year. Director Ostmeyer and Administrator Elmshaeuser will be meeting with Mike Kennedy from RVW. Director Ostmeyer stated a Buildings and Grounds committee meeting would be scheduled in August.

15.4. Personnel - 2025-2026 Contracts All Classified/Non Certificated Hires and Resignations under this item. Not an action item.

2025-2026 Contracts offered and authorized by the Chief Administrator for the following staff:

- Alicia Kardisco-Hastreiter, Paraprofessional
- Ashley Lerch, Paraprofessional
- Barb Brockhaus, Paraprofessional
- Breena Walkenhorst, Paraprofessional
- Harriet Kibalya, Paraprofessional
- Iriana Medel, Paraprofessional
- Jeri Glenn, Paraprofessional
- Joanna Terrazas, Paraprofessional
- Kaylee Olmer, Paraprofessional
- Kristen Cattau, Paraprofessional
- Sherry Olney, Paraprofessional
- Tammy Semrad, Paraprofessional

15.5. Legislative Update During this item, the Administrator will provide a Legislative Update to members of the Board. Administrator Elmshaeuser, shared the Open Meetings Act and has had some updates, thus the new poster. It went into effect immediately.

Due to LB 645 there have been changes to the contribution of the employee and employer to the retirement plan. Administrator Elmshaeuser explained the different contributions listed in the attached legislative report. Since the funding ratio is above 98%, the contribution rate has dropped a percentage that will increase all employees' checks this month slightly. Board member Bob Arp asked what determined the funding ratio? Administrator Elmshaeuser explained the ratio is currently at 99.9% and almost fully funded by those contributing to the fund.

15.6. AESA Annual Conference

The 2025 AESA Annual Conference Information Request form will be emailed to all board members. Please indicate if you intend on attending and fill out the necessary information. Please submit the form to Secretary to the Board, Morgan Morsett by August 1, 2025.

16. Committee Reports

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

Committee Recommendation: Budget Committee Chair Dawn Lindsley provided an update. The committee reviewed Special Education changes from last month to this month. The building improvement budget will be reduced since HVAC system is completed. The playground budget costs will be included in next year's budget. It won't be completed until after this fiscal year. Emergency heat cost was also added into the budget due to concerns this past winter with the temperature and heating of the building. In August, the committee will go over

any changes from June and July along with grants.

- 16.2. Administrator Evaluation Committee Report A report of activities from the Administrator Evaluation Committee will be given during this item.

Evaluation Timeline:

- **August:** Evaluation Committee Chair and Administrator review Evaluation Tool and Evaluation Policy/Procedures.
- **March:** Full Board is provided a paper copy of the evaluation questions.
- **April:** Administrator sends digital evaluation and evaluation resources to the Evaluation Committee Chair in the first week of April. The chair then forwards on to the full Board for completion by April Board Meeting. Board will send their completed evaluation tool to the Evaluation Committee prior to the April Board Meeting. Administrator completes Evaluation Tool as self-assessment and sends it to Evaluation Chair on or before April 30th.
- **May:** The Committee Chair will send the completed Administrator self-assessment to the full Board after May 1. Evaluation Committee compiles results of full Board completed evaluations prior to the May Board Meeting.
- **June:** Evaluation Committee meets prior to June Board Meeting to review with the Administrator the results of evaluation. Report to full Board in June Board Meeting following Closed Session requirements with Administrator present.

Committee Recommendation: Evaluation Committee Chair Marni Danhauer provided an update. There was a great turnout for the evaluation form, which included very positive feedback. There were many proficient and distinguished ratings. Administrator Elmshaeuser has done a good job keeping ESU 7 moving forward in the year she's been here. There will be future discussion regarding the evaluation timeline and the position change to Marci Ostmeyer.

Board President Doug Pauley thanked Administrator Elmshaeuser and said she provided a great transition for us.

17. Conference Report Conference Attendees will report on their learnings.
18. Adjournment Board President Doug Pauley adjourned the meeting adjourned at 6:46pm.

Nebraska Open Meetings Act

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

84-1408. Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

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

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

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

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

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

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

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

- (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;
- (b) Discussion regarding deployment of security personnel or devices;
- (c) Investigative proceedings regarding allegations of criminal misconduct;
- (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;
- (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or
- (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

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

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

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

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

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

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

(1)(a) Except as provided in subsection (9) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.

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

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

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

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

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

(B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be

finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or

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

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

(iv) In case of refusal, neglect, or inability of the newspaper to publish the notice, the public body shall (A) post such notice on its website, if available, (B) request the newspaper submit a post on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (C) post such notice in a conspicuous public place in such public body's jurisdiction. The public body shall keep a written record of such posting pursuant to subdivision (1)(b)(iv)(A) and (C) of this section and a written record of the request to the newspaper pursuant to subdivision (1)(b)(iv)(B) of this section. The record of such posting shall be evidence that such posting was done as required and shall be sufficient to fulfill the requirement of publication.

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

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

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

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met:

- (i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity;
- (ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act;
- (iii) The governing body of a public power district having a chartered territory of more than one county in this state;
- (iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state;
- (v) An educational service unit;
- (vi) The Educational Service Unit Coordinating Council;
- (vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act;
- (viii) A community college board of governors;
- (ix) The Nebraska Brand Committee;
- (x) A local public health department;
- (xi) A metropolitan utilities district;
- (xii) A regional metropolitan transit authority; and
- (xiii) A natural resources district.

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

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

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

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

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

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

(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 virtual conferencing. 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 to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body.

(b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings.

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

(8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if:

- (a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body;
- (b) No action is taken by the public body at the virtual meeting; and
- (c) The public body complies with subdivisions (2)(b)(i) and (ii) of this section.

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

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

(2) It shall not be a violation of subsection (1) of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing.

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

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

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

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

- (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;
- (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;
- (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;
- (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;
- (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; and
- (f) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

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

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

84-1413. Meetings; minutes; roll call vote; secret ballot; when; agenda and minutes; required on website; when.

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

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

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

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

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

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

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

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

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

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

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

Revised 06/2025



Regular Board of Education Meeting
Educational Service Unit 7, A/B Conference Room
2567 44th Avenue
Columbus, NE 68601
Monday, May 19, 2025 at 5:30 PM
Posted Locations:

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

Posted Date: 05/10/2025

Attendance Taken at 5:31 PM.

Bob Arp:	Present
Joyce Baumert:	Absent
Amy Blaser:	Absent
Marni Danhauer:	Absent
Karen Gomez:	Present
Don Graff:	Present
Beth Kabes:	Absent
Dawn Lindsley:	Present
Doug Pauley:	Present
Richard Stephens:	Absent
Jack Young:	Present

Present: 6, Absent: 5.

Clark is Present

Attendance Update Taken at 5:53 PM.

Amy Blaser: Present

Present: 7, Absent: 4.

Clark is Present

Attendance Update Taken at 5:55 PM.

Beth Kabes: Present

Present: 8, Absent: 3.

Clark is Present

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.

Board President Doug Pauley called the meeting to order at 5:31 pm.

1.1. Notification of Open Meetings Law

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

1.2. Roll Call

1.3. Absent Board Members

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

Discuss, consider and take all necessary action to approve Board member absences as presented Passed with a motion by Bob Arp and a second by Jack Young.

Joyce Baumert:	Absent
Amy Blaser:	Absent
Marni Danhauer:	Absent
Beth Kabes:	Absent
Richard Stephens:	Absent
Bob Arp:	Yea
Karen Gomez:	Yea
Don Graff:	Yea

Dawn Lindsley: Yea

Doug Pauley: Yea

Jack Young: Yea

Yea: 6, Nay: 0, Absent: 5

Board members Joyce Baumert, Marni Danhauer, and Richard Stephens notified Administrator Elmshaeuser and Board President Doug Pauley that they would not be able to attend. Board members Amy Blaser and Beth Kabes notified they would be arriving late.

1.4. Pledge of Allegiance

2 Approval of Agenda

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

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

Discuss, consider and take all necessary action to approve the agenda as presented Passed with a motion by Dawn Lindsley and a second by Don Graff.

Joyce Baumert: Absent

Amy Blaser: Absent

Marni Danhauer: Absent

Beth Kabes: Absent

Richard Stephens: Absent

Bob Arp: Yea

Karen Gomez: Yea

Don Graff: Yea

Dawn Lindsley: Yea

Doug Pauley: Yea

Jack Young: Yea

Yea: 6, Nay: 0, Absent: 5

3 Welcome Visitors

Beth Ericson, ESU 7's new Professional Development Director, beginning July 1, 2025 was in attendance.

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

5 Consent Agenda

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

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

Consent Agenda Includes:

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

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

Discuss, consider and take all necessary action to approve the consent agenda as presented
Passed with a motion by Jack Young and a second by Doug Pauley.

Joyce Baumert:	Absent
Amy Blaser:	Absent
Marni Danhauer:	Absent
Beth Kabes:	Absent
Richard Stephens:	Absent
Bob Arp:	Yea
Karen Gomez:	Yea
Don Graff:	Yea
Dawn Lindsley:	Yea
Doug Pauley:	Yea
Jack Young:	Yea

Yea: 6, Nay: 0, Absent: 5

5.1. Minutes

This is a consent item.

5.2. Presentation of Bills #79696 through #79859 totaling \$959,460.73

The summary of bills for the current month total: \$959,460.73 - Bills #79696 through #79859

General Activity Fund total: No activity.

	Amount	Vendor	Description
79702	\$7,428.11	Applied Connective Technologies	Bridges Project - Security for door/locks
79719	\$17,630.18	Eakes Office Solutions	Copier contracts
79726	\$17,614.17	ESUCC	NCNE salaries/SDA registrations
79777	\$13,354.91	Pearson Assessment	SPED testing/licenses/software
79779	\$13,114.59	PowerSchool	Records and Perform software agreements 25-26
79787	\$5,857.40	State of NE DAS State Accounting	Network service charges
79793	\$5,420.00	University of NE - Lincoln	ASD Conference registrations
79801	\$7,662.20	Amy Mazankowski	Contracted Bridges Admin.

This is a consent item.

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

This is a consent item.

5.4. Reading of Article IV, Section 2, A Staff Handbooks and Job Descriptions

This is a consent item.

5.5. Reading of Article V, Section 5, C Use of Restraints and Seclusion

This is a consent item.

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

This is a consent item.

5.7. Reading of Article V, Section 5, E Animals at ESU 7

This is a consent item.

5.8. Reading of Article V, Section 6, A Student/Parent Handbook

This is a consent item.

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

This is a consent item.

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

This is a consent item.

5.11. Reading of Article V, Section 7, A Prohibition on Mandatory Medication

This is a consent item.

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

This is a consent item.

5.13. Reading of Article V, Section 7, C Student Self-Management of Asthma, Anaphylaxis and Diabetes

This is a consent item.

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

This is a consent item.

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

This is a consent item.

5.16. Reading of Article V, Section 8, A Required Trainings

This is a consent item.

5.17. Reading of Article V, Section 9, A Procedures for Control of Infections Diseases

This is a consent item.

5.18. Reading of Article V, Section 9, B Emergency Closure of ESU 7 Buildings

This is a consent item.

5.19. Reading of Article V, Section 9, C Emergency Exclusion of Persons from ESU 7

This is a consent item.

5.20. Reading of Article V, Section 10, A Student Fees

This is a consent item.

5.21. Reading of Article V, Section 11, A Safe Pupil Transportation Plan

This is a consent item.

5.22. Reading of Article V, Section 11, B Safe Driving Standard for Drivers

This is a consent item.

5.23. 2025-2026 Contract for Angel Mayberry, Early Learning Connection Grant Coordinator

This is a consent item.

5.24. Excess Lodging and Meals
Excess Lodging and Meals:

- The Grants Department had excess travel to report:
 - Autism Spectrum Disorder Conference, Kearney, NE (April 3-4, 2025)
 - Jenna Mattox - \$34.95, lodging
 - JoLynn Kahlandt - \$69.90, lodging
 - Nebraska Association of School Business Officials State Convention, Lincoln, NE (April 24-25, 2025)
 - Susan Olmer - \$78.00, lodging
 - National Training Institute Conference, Tampa, FL (April 22-25, 2025)
 - Amy Richards - \$42.21, lodging

This is a consent item.

5.25. 2025-2026 Non-Member Contract for Services
Board Policy requires the Board to annually approve a Non-Member School Contract for Services Agreement.

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

This is a consent item.

6 Board Code of Ethics and Oath of Office - District 4, Clark Lehr
Clark Lehr was appointed as the District 4 Board Member for ESU 7. The May 2025 Board Meeting is the first meeting for Clark Lehr since the appointment. It is required for all board members to recite the oath of office and sign off on it as well as the Code of Ethics annually.

I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservations, or for purpose or evasions; and

that I will faithfully and impartially perform the duties of the office of member of the Board of Educational Service Unit No. 7, according to law, to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or this State by force or violence; and that during such time that I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or this State by force or violence. So help me God.

Clark Lehr recited and signed the Oath of Office and signed the ESU 7 Code of Ethics.

7 May 2025 Board Spotlight - Print Shop Tour

- . Print Shop Director, Marci Ostmeier, will lead a tour of the Print Shop for the May Board Spotlight.

The Print Shop tour was canceled due to the weather conditions. Director Marci Ostmeier gave an overview of the Print Shop.

During the school year, the Print Shop has 3 employees. ESU 7 does the bulk of printing for Columbus Public Schools. This includes printing, copying and laminating. Most orders from ESU 7 districts come in through an online ordering system. The Print Shop on average produces around 11 million copies a year. During the summer, there are over 50,000 booklets copied. Summer employees have been hired. One started last week and the other starts on Wednesday, May 21. The Print Shop's promise to districts over the summer is if orders are submitted by June 1st, orders are guaranteed to be completed by the beginning of the school year. The Print Shop will be receiving a new duplicator for carbonless copies. The last duplicator was purchased in 2007. Board President Doug Pauley asked if the volume had increased or decreased over the years. Director Ostmeier says the data shows it's about the same every year. Board Secretary Dawn Lindsley asked if the Print Shop is recycling ink and paper. Director Ostmeier stated the toner received from Eakes is returned to them for recycling and disposal while the paper is not recycled due to Columbus not having a recycling vendor. Board member Bob Arp asked about the die-cut service. Director Ostmeier clarified that the die-cut machines were discontinued about a year ago due to parts not available. Director Ostmeier said districts use Amazon or Cricut if they need cutouts. Board member Bob Arp asked about laminating, to which Director Ostmeier stated yes, and especially in the summer. There is one person running the laminating machines every day. Board President Doug Pauley asked if schools were being charged for printing. Director Ostmeier confirmed yes, stating printing is levy funded. Board member Bob Arp asked if there are districts that do not utilize the printing services. Director Ostmeier stated that yes, usually districts not participating is due to the distance the district is from ESU 7. However, handbooks from those districts will still be sent in to print.

8 Treasurer's Report

- . Review the breakdown of the Treasurer's Report.

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

Discuss, consider and take all necessary action to accept the Treasurer's Report as presented
Passed with a motion by Jack Young and a second by Doug Pauley.

Joyce Baumert: Absent

Amy Blaser: Absent
Marni Danhauer: Absent
Beth Kabes: Absent
Richard Stephens: Absent
Bob Arp: Yea
Karen Gomez: Yea
Don Graff: Yea
Dawn Lindsley: Yea
Doug Pauley: Yea
Jack Young: Yea
Yea: 6, Nay: 0, Absent: 5

Administrator Elmshaeuser reviewed the report. Board Secretary Dawn Lindsley asked about the return time for grant reimbursements. Administrator Elmshaeuser stated we are only around \$300,000 behind. Business Manager Linda Shefcyk stated it's been as high as a million in the past.

Board Member Clark Lehr voted Yea.

9 **Administrator's Report General**

- ESUCC Update
- Professional Development and Production/Print Shop Report - Director Ostmeyer
- Special Education Report - Director Clay
- Technology Report - Director Ellsworth
- Nominating Committee and NASB Board of Directors
 - Info attached
- Upcoming Events
 - NASB Member Golf Outing
 - June 11, 2025 - Kearney Country Club
 - NASB School Law Seminar
 - June 11-12, 2025 - Kearney
 - NASB Legislative Lunch
 - June 17, 2025 - Logan View
 - NASB Board Academy Collaboration Lunch & Learn
 - June 18, 2025 - Webinar
 - NASB Leadership Workshops
 - July 28, 2025 - Gearing
 - July 29, 2025 - Kearney
 - July 30, 2025 - Lincoln
 - NASB Area Membership Meetings
 - August 19, 2025 - Valentine
 - August 20, 2025 - Gering
 - August 21, 2025 - Kearney
 - August 26, 2025 - York

- August 27, 2025 - Norfolk
- September 3, 2025 - North Platte
- September 9, 2025 - Omaha
- September 10, 2025 - Nebraska City
- September 24, 2025 - Fremont
- NASB Labor Relations Conference
 - October 1-2, 2025 - Lincoln
- 2025 State Education Conference
 - November 19-21, 2025 - Omaha
- New Board Member Workshop
 - December 3, 2025 - Kearney

Administrator Elmshaeuser shared information regarding the ESU Resources meeting, ESUCC board meeting and ESUPDO meetings held in Kearney. Demoine Adams, TeamMates CEO, presented to the Educational Resource Committee and later to the board regarding a partnership between ESUCC and TeamMates, provided a grant is received to provide additional support around Literacy. BITS (Behavior Intervention Training and Supports) training is for district personnel on how to respond to behaviors. Director Clay has staff providing the training for districts. This training needs to be reported to NDE. BIRT, (Behavior Intervention Reporting Tool) was presented to the ESUCC board to show how it is reported to NDE. SIMPL (Service Implementation Model Process and Log) has now been rebranded to SMART (Service Management and Reporting Tool). Commissioner Maher, spoke to the board about the recent Stakeholder Meetings across the state. The student leader event with the governor will continue and ESU 7 is hoping to host the next event. Districts have been notified of the \$20,000 ESU 7 received, for Literacy training. The districts are asked to submit a response on how their district wants to use their allocated portion of the funds. ESU 7 is also receiving additional funds for HEROs training to be held in Kearney this summer. The ESUCC Board Meetings have been restructured with committee meetings on day one and the board meeting on day two.

The Title IC Education Program received an excellent monitor review. Board member Bob Arp asked to explain more about the Title 1C program. Title IC has 2 main positions: recruiters and service providers. Recruiters create relationships with the districts and communities for incoming families and provide support. Service Providers go into the district schools and student homes to help with academics, interpreting and translating. Title IC Coordinator Cynthia Alarcon and her staff have great relationships with the districts. Next year the programs across the state are relining to have less travel for a program. The ESU 7 Title IC Service Area will no longer cover the Lincoln and southeast portion of the state and Madison County. The ESU 7 program will add Fremont area.

ESU 7's travel policy in the past allowed Per Diem to run the entirety of the trip; However, due to federal grant reviews, Per Diem must be per day, specifically meals. Lodging should still be taken into account, and will be allowed if overages cannot always be avoided.

Director Ostmeyer updated the transition of Dr. Beth Ericson as Professional Development

Director. They meet weekly. Director Ostmeyer is also meeting weekly with Administrator Elmshaeuser regarding Administrator transition.

Director Clay stated the end of the school year for the majority of her staff is May 20, 2025. Next year the Special Education Department will be adding a half-time FTE contract in Early Childhood, two full-time Speech Language Pathologists, and three full-time paraprofessionals for Bridges. The Deaf and Hard of Hearing grant will be added to the department in the fall. Two departments are losing staff this year, one person in deaf education (whom ESU 7 has not been able to rehire) and a vision coordinator. ESU 8, Columbus Public Schools and a private company have been contacted to cover the needs of the deaf and hard of hearing program, along with a private contractor providing vision coverage in Norfolk for three days a week. During the month of June, Director Clay helps write applications for the IDEA grant. The district superintendent, bookkeeper along with Director Clay write this grant and discuss how to use the funds. Board Secretary Dawn Lindsley asked how many students the Bridges program will be serving in the 2025-2026 school year. Director Clay said there are now 8 students registered.

Director Ellsworth provided an update with LastPass and Zoom. LastPass had a grant to help schools with funding for this year in which 65 schools participated in a group buy. Since the grant will not be continuing into 2025-2026, some schools have declined to participate. During the summer, technology coordinators will be helping districts deploy LastPass. Although some participated in the group buy, not all have utilized the program. Most districts have been using LastPass for their teachers and staff, next year, 2 districts will be deploying LastPass to the senior class. The current statewide security score is 39%, Director Ellsworth's goal is to reach 45% statewide. There are districts in the state that have signed 3-year agreements with other companies and have backed out within the first year and turned to ESU 7 and LastPass. During the Zoom update, Director Ellsworth shared there is more than just video conferencing. ESU 7 will be converting to Zoom phones. This allows each and every staff member a designated phone number and extension where they can receive phone calls wherever they are, even when they are not by their desk phone. For example, when a Professional Development Coordinator or Special Education Coordinator are on the road or in a school district, they are able to receive a phone call. The app can be on their cell phone, laptop, iPad or any other device. This also allows Special Education Staff to keep their personal cell phone numbers private when needing to contact parents, call or text. Board member Beth Kabes asked if this new avenue eliminates the physical desk phone in the offices. Director Ellsworth stated yes except the main secretarial staff. Board member Beth Kabes asked if staff would be required to download the app on their personal cell phones. Director Ellsworth clarified that staff do not have to use their personal cellphones; Zoom can be used only on their ESU 7 issued devices.

Upcoming things at ESU 7 include summer hours beginning May 19, 2025, the 5th Annual Administrator's Golf Tournament, All Staff meeting, New Leader Lunch & Learn and the July Executive Committee Meeting.

9. Goal Update

1. Goals - Attached for your Review

Goal 1: By July 2025, the ESU 7 board will have advertised for a Chief Administrator, completed the initial process, sent a contract, hired and Chief Administrator, made the announcement, and begun the onboarding process.

- Completed

Goal 2: By July 2025, the ESU 7 board will attend at least two professional/personal learning events annually.

Goal 3: By July 2025, the ESU 7 board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured.

- Completed:
 - Clarkson - 10.9.2024
 - Fullerton - 11.11.2024
 - Boone Central - 1.13.2025
 - Osceola - 2.10.2025
 - East Butler - 2.12.2025

Goal 4: By July 2025, the ESU 7 board will continue to use operationalized communication materials detailing tailored services and outcomes at scheduled visits to each district.

No new updates.

9. Services Update

2.

- SIMPL to SMART Update

ESU 07



63 ⓘ

Services



Service Particip

13,002 ⓘ

19,398 ⓘ

ESU Hours



Percentage of ESU service offerings from the master catalog supporting AQuESTT.

8%

8%

28%

12%

12%

16%



This visual represents how the ESU services align with AQuESTT Tenets.

[\(see more real-time data about the AQuESTT implementation\)](#)

ESU 07



67 ⓘ

Services



Service Particip

14,650 ⓘ

18,202 ⓘ

ESU Hours



Percentage of ESU service offerings from the master catalog supporting AQuESTT.

8%

8%

28%

12%

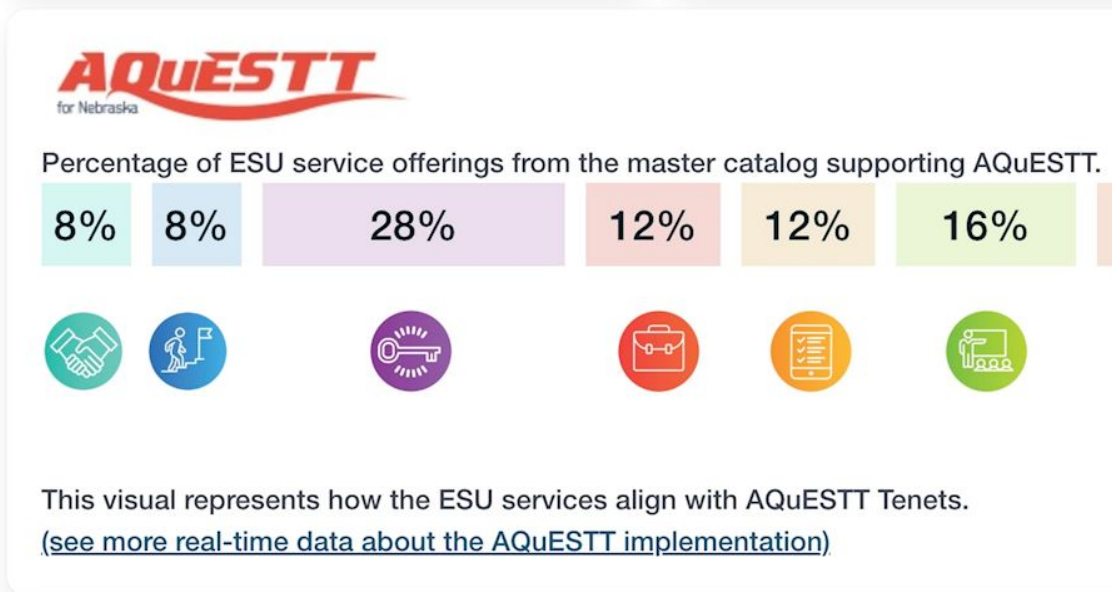
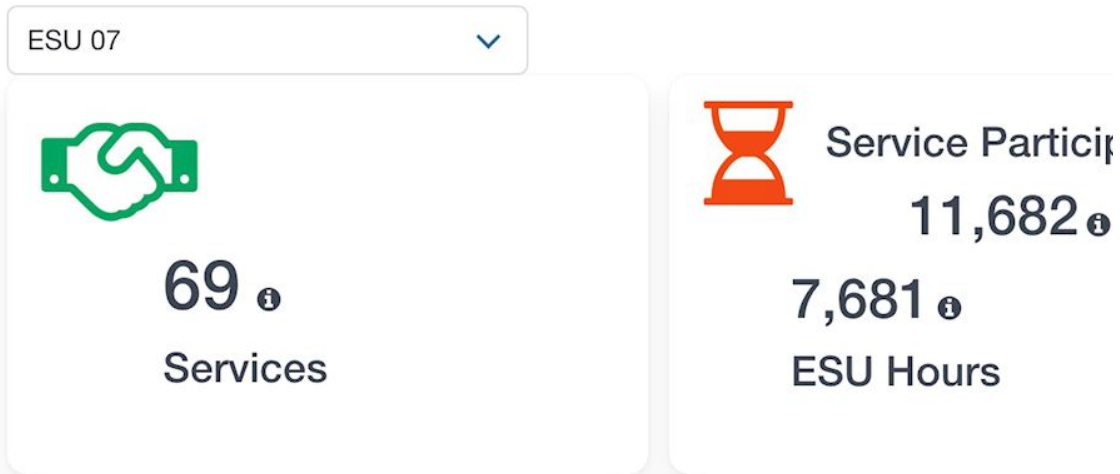
12%

16%



This visual represents how the ESU services align with AQuESTT Tenets.

[\(see more real-time data about the AQuESTT implementation\)](#)



Administrator Elmshaeuser stated the service participants and hours are low this year compared to the previous two years. There will be some investigation done.

9. Facilities Update
3. The Administrator will provide a facilities update during this item
 Final sign off on the HVAC system has not been completed, and the concrete has been poured to the DOAS unit. Director Ellsworth still needs training on the system. The Bridges remodel is still waiting for sidewalk and exit sign installation before final sign off. The sidewalk will be completed with the playground construction. Once equipment is ordered for the playground, it will take 8-10 weeks to receive. The playground will not be complete for the first day of school.

9. **Personnel**

4. New Hire:

- Iriana Medel, Bridges Paraprofessional. Start date April 25, 2025.

Resignation:

- Cassidy Hiesterman, Bridges Paraprofessional. Last day May 20, 2025.

- Jade Purkerson, Learning Academy Paraprofessional. Last day May 20, 2025.

9.4.1. Title IC Education Program Summer Work Agreements

2025 Summer Program

The Title I, Part C Education Program (TIC) will have summer enrichment programs during the months of June and July. The Learning Academy, Cen7ter, and Bridges will host our students from the regional ESU 7 TIC area.

Other communities where TIC staff will provide summer activities to students include: O'Neill, Ainsworth, Firth, Beatrice, Dorchester, and Nebraska City.

The following 2025 summer staff are recommended for employment.

ESU 7 Summer Staff:

Harriet Nalumansi

Sherry Olney

Iriana Medel

Anne Baptiste

Iris Medina Gonzalez

Michael Baptiste

Maria Bonilla

Barbara Raya

Cory Waite

Cindy Lorentzen

Susan Doehling

Shanda Hall

Meghan Wolfe

Lorena Miya

Nichole Flynn

Isabelle Short Gomez

District Reimbursement:

Twin River - Tina Reeg

Madison - TBD 2 paraeducators/drivers

All contracts have been sent out for the summer program, not all contracts have been returned yet.

9. Legislative Update
5. During this item, the Administrator will provide a Legislative Update to members of the Board.
Core service dollars have been cut in the proposed budget by the Governor. ESU 7 is not affected as ESU 7 does not receive Core service dollars due to our current levy funding.

1 Committee Reports

0 10.1. Budget Committee Report

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

Committee Recommendation:

Budget Committee Chair Dawn Lindsley stated the budget committee will have 4 meetings. The first meeting reviewed general funds. Next month we will review Special Education and building improvement. August will be grants and other final changes and updates. Literacy budget is a new line item for Literacy funds that will be received to hire a Regional Literacy Coach. There is an increase in the Professional Development budget for a staff member's salary and benefits have been funded through a grant. This is a placeholder in case ESU 7 does not receive the grant for the 2025-26 school year. The administration budget has also increased due to the 24-25 budget being an interm and 80% contract to a full-time administrator beginning in July.

10.2. Administrator Evaluation Committee Report

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

Evaluation Timeline:

- **August:** Evaluation Committee Chair and Administrator review Evaluation Tool and Evaluation Policy/Procedures.
- **March:** Full Board is provided a paper copy of the evaluation questions.
- **April:** Administrator sends digital evaluation and evaluation resources to the Evaluation Committee Chair in the first week of April. The chair then forwards on to the full Board for completion by April Board Meeting. Board will send their completed evaluation tool to the Evaluation Committee prior to the April Board Meeting. Administrator completes Evaluation Tool as self-assessment and sends it to Evaluation Chair on or before April 30th.
- **May:** The Committee Chair will send the completed Administrator self-assessment to the full Board after May 1. Evaluation Committee compiles results of full Board completed evaluations prior to the May Board Meeting.
- **June:** Evaluation Committee meets prior to June Board Meeting to review with the Administrator the results of evaluation. Report to full Board in June Board Meeting following Closed Session requirements with Administrator present.

Committee Recommendation:

The evaluation Committee will meet in June with Administrator Elmshaeuser. A report to full board will be at the June meeting.

10.3. 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. May meeting is scheduled for May 20, 2025 at 1:00 pm.

Committee Recommendation:

1 Conference Report

1 Conference Attendees will report on their learnings.

. No conferences to report out.

1 Adjournment

2 Board President Doug Pauley adjourned the meeting at 6:43 pm.

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4/30/25	Level One Properties - spouses meals		\$171.70	\$7,425.88
4/30/25	Deposit - spouses meals	\$171.70		\$7,425.88
6/4/25	Club 91 - Inservice fees		\$875.00	\$6,550.88
6/9/25	Beth Kabes - Memorial		\$75.00	\$6,475.88
		Expenditures	\$1,121.70	

Check Register Summary

Batch Year: 25 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00079860	C	06/20/2025	16284	402 ELECTRIC	2,423.35
10	00079861	C	06/20/2025	10013	ACE HARDWARE	7.99
10	00079862	C	06/20/2025	10060	ADMINISTRATORS IN-SERVICE	875.00
10	00079863	C	06/20/2025	10080	AESA REGISTRATION	150.00
10	00079864	C	06/20/2025	14974	ALLO COMMUNICATIONS	184.00
10	00079865	C	06/20/2025	14974	ALLO COMMUNICATIONS	444.00
10	00079866	C	06/20/2025	10391	AMAZON CAPITAL SERVICES *	17,092.50
10	00079867	C	06/20/2025	7420	ANNA RAMIREZ	123.20
10	00079868	C	06/20/2025	10681	APPLE COMPUTER, INC.	3,932.00
10	00079869	C	06/20/2025	388	APPLIED CONNECTIVE TECHNOLOGIES	335.00
10	00079870	C	06/20/2025	10103	B-D CONSTRUCTION	75,815.96
10	00079871	C	06/20/2025	16713	BOOKPAL	99.99
10	00079872	C	06/20/2025	20428	BOONE CENTRAL SCHOOLS	117.53
10	00079873	C	06/20/2025	8400	BRIAN EVANS	113.40
10	00079874	C	06/20/2025	30235	CENTRAL CITY PUB SCHOOL	517.53
10	00079875	C	06/20/2025	30550	CITY OF COLUMBUS WATER & SANIT	548.81
10	00079876	C	06/20/2025	30610	CLARKSON PUBLIC SCHOOLS	400.00
10	00079877	C	06/20/2025	31035	COLUMBUS PUBLIC SCHOOLS GENERAL FUNDS	2,350.00
10	00079878	C	06/20/2025	31029	COLUMBUS PUBLIC SCHOOLS LUNCH FUND	2,057.55
10	00079879	C	06/20/2025	15792	COLUMN SOFTWARE PBC	10.81
10	00079880	C	06/20/2025	5851	CONNIE A. CRONIN	168.70
10	00079881	C	06/20/2025	31462	CROSS COUNTY SCHOOL	400.00
10	00079882	C	06/20/2025	4812	CUBBY'S, INC.	656.67
10	00079883	C	06/20/2025	14770	DELL TECHNOLOGIES, INC.	186.37
10	00079884	C	06/20/2025	40435	DIAMOND HEATING & AIR	6,150.00
10	00079885	C	06/20/2025	16586	MYSTERY SCIENCE	1,040.00
10	00079886	C	06/20/2025	40725	EAKES OFFICE SOLUTIONS	524.92
10	00079887	C	06/20/2025	50060	EAST BUTLER PUBLIC SCHOOL	400.00
10	00079888	C	06/20/2025	50825	ED SERVICE UNIT 7-PAYROLL	749,419.17
10	00079889	C	06/20/2025	14583	EDUCATIONAL PRODUCTS, INC.	9,307.80
10	00079890	C	06/20/2025	14613	ELYSE BELINA	424.20
10	00079891	C	06/20/2025	70428	EMILY DELP	3,435.60
10	00079892	C	06/20/2025	50640	ESU 1	5,000.00
10	00079893	C	06/20/2025	50849	ESU 16	2,326.56
10	00079894	C	06/20/2025	50650	ESU 3	90.00
10	00079895	C	06/20/2025	50725	ESU 6	360.00
10	00079896	C	06/20/2025	50735	ESU 9	180.00
10	00079897	C	06/20/2025	50652	ESUCC	30,238.00
10	00079898	C	06/20/2025	60017	FAIRFIELD INN & SUITES BY MARRIOTT	179.00
10	00079899	C	06/20/2025	5533	FAS-BREAK WINDSHIELD REPAIR	60.00
10	00079900	C	06/20/2025	7226	FIREGUARD	298.00
10	00079901	C	06/20/2025	60056	FNBO	49.21
10	00079902	C	06/20/2025	13560	FLAGLER TECHNOLOGIES, LLC	20.00
10	00079903	C	06/20/2025	13684	FLEETCOR TECHNOLOGIES INC	91.10
10	00079904	C	06/20/2025	16438	FNBO - AA	2,025.52
10	00079905	C	06/20/2025	16446	FNBO - AM	41.99
10	00079906	C	06/20/2025	16411	FNBO - CA	1,052.82
10	00079907	C	06/20/2025	16489	FNBO - CK	3,347.99
10	00079908	C	06/20/2025	16365	FNBO - DE	6,804.52
10	00079909	C	06/20/2025	16403	FNBO - KE	60.96
10	00079910	C	06/20/2025	16390	FNBO - MM	1,201.08
10	00079911	C	06/20/2025	16381	FNBO - MO	234.00
10	00079912	C	06/20/2025	70406	DUSTERS	100.00
10	00079913	C	06/20/2025	15342	GREGG YOUNG CHEVROLET GMC OF COLUMBUS	1,186.35
10	00079914	C	06/20/2025	15385	GREGG YOUNG TOYOTA OF COLUMBUS	7.11
10	00079915	C	06/20/2025	80147	HAMPTON INN	2,296.50
10	00079916	C	06/20/2025	4944	HOBBY LOBBY	18.84
10	00079917	C	06/20/2025	80543	HOMETOWN LEASING	477.45
10	00079918	C	06/20/2025	80670	HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	1,150.00
10	00079919	C	06/20/2025	80860	HUMPHREY PUBLIC SCHOOL	200.00
10	00079920	C	06/20/2025	80880	HY-VEE	88.77
10	00079921	C	06/20/2025	16721	JACKLYN MARTIN	583.00

Check Register Summary

Batch Year: 25 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00079922	C	06/20/2025	13552	JEAN ANNE KAMRATH	240.00
10	00079923	C	06/20/2025	12335	KIMBERLY JEAN CHASE	525.00
10	00079924	C	06/20/2025	16748	KINSEY STAAB CAVALLI	60.00
10	00079925	C	06/20/2025	15741	KONA ICE	750.00
10	00079926	C	06/20/2025	15741	KONA ICE	750.00
10	00079927	C	06/20/2025	120129	LAKEVIEW COMMUNITY SCHOOLS	1,582.81
10	00079928	C	06/20/2025	12327	LASTPASS US LP	18,080.00
10	00079929	C	06/20/2025	140045	LEARNING FORWARD	130.00
10	00079930	C	06/20/2025	120223	LEIGH COMMUNITY SCHOOLS	200.00
10	00079931	C	06/20/2025	12726	LINEWIZE (FAMILY ZONE)	155,195.20
10	00079932	C	06/20/2025	40545	LISA DURANSKI	640.50
10	00079933	C	06/20/2025	120425	LOGAN VIEW PUBLIC SCHOOL	117.53
10	00079934	C	06/20/2025	120550	LOUP POWER DISTRICT	4,934.47
10	00079935	C	06/20/2025	220090	LYNN VOLLBRACHT	600.00
10	00079936	C	06/20/2025	130060	MADISON HIGH SCHOOL	235.06
10	00079937	C	06/20/2025	5410	MARK BRADY	68.60
10	00079938	C	06/20/2025	130378	MENARDS	54.93
10	00079939	C	06/20/2025	10499	MICHELLE RUIPIER	600.00
10	00079940	C	06/20/2025	11355	MIOTEES CUSTOM T-SHIRTS	4,535.50
10	00079941	C	06/20/2025	130733	MUELLER SPRINKLERS	607.90
10	00079942	C	06/20/2025	140351	NCSA	1,804.00
10	00079943	C	06/20/2025	140020	NCTM	99.00
10	00079944	C	06/20/2025	140570	NEBRASKA TECHNOLOGY & TELECOM.	185.90
10	00079945	C	06/20/2025	16306	OMNIFY BENEFITS	63.75
10	00079946	C	06/20/2025	8044	ON TO COLLEGE	62,012.00
10	00079947	C	06/20/2025	12122	One Source The Background Check Company	53.00
10	00079948	C	06/20/2025	150330	OSCEOLA PUBLIC SCHOOLS	2,067.56
10	00079949	C	06/20/2025	80130	PEARSON ASSESSMENT	3,115.89
10	00079950	C	06/20/2025	160095	PERRY,GUTHERY, HAASE& GESSFORD P.C.,L.L.	298.80
10	00079951	C	06/20/2025	15350	PRINT TECHNOLOGIES	314.00
10	00079952	C	06/20/2025	11258	RAPIDS WHOLESALE	4.98
10	00079953	C	06/20/2025	180493	ROMANS, WIEMER & ASSOC. CPA'S	8,100.00
10	00079954	C	06/20/2025	20250	RUTT'S HEATING & AIR	128,866.95
10	00079955	C	06/20/2025	981	SARAH WACHA	287.70
10	00079956	C	06/20/2025	190164	SCHUYLER COMMUNITY SCHOOLS	1,000.00
10	00079957	C	06/20/2025	760	SERVICEMASTER BY SHEVLIN	1,577.00
10	00079958	C	06/20/2025	190390	SHELBY-RISING CITY PUBLIC SCHOOL	728.67
10	00079959	C	06/20/2025	190557	SOUTHWEST BINDING & LAMINATING	3,050.40
10	00079960	C	06/20/2025	15482	SPECIALLY DESIGNED EDUCATION SPERVICES	1,058.00
10	00079961	C	06/20/2025	190007	ST EDWARD PUBLIC SCHOOL	117.53
10	00079962	C	06/20/2025	3816	STAPLES BUSINESS ADVANTAGE	36,090.50
10	00079963	C	06/20/2025	190850	STATE OF NEBRASKA DAS STATE ACCTG.	5,857.40
10	00079964	C	06/20/2025	11533	SUMMERLAND PUBLIC SCHOOL	94.02
10	00079965	C	06/20/2025	191085	SUPER SAVER	501.18
10	00079966	C	06/20/2025	16730	Simonsen Construction Inc.	675.00
10	00079967	C	06/20/2025	6823	THINKING COLLABORATIVE, LLC	1,694.00
10	00079968	C	06/20/2025	10413	TOP NOTCH TRAINING	40.00
10	00079969	C	06/20/2025	200493	TWIN RIVER PUBLIC SCHOOL	117.53
10	00079970	C	06/20/2025	200606	U & I SANITATION	113.93
10	00079971	C	06/20/2025	10320	VERIZON WIRELESS	868.49
10	00079972	C	06/20/2025	230022	WAHOO PUBLIC SCHOOL	117.53
10	00079973	C	06/20/2025	230049	CAPITAL ONE-WALMART (SPED)	35.78
10	00079974	C	06/20/2025	230051	WALMART CAPITAL ONE - MIG	168.87
10	00079975	C	06/20/2025	230195	WAYNE COMM. SCHOOLS	352.58
10	00079976	C	06/20/2025	230249	WEST POINT PUBLIC SCHOOLS	117.53
10	00079977	C	06/20/2025	13420	WOODRIVER ENERGY LLC	349.96
10	00079978	C	06/20/2025	13757	YANDA'S AVL RENTAL	99,922.48
10	00079979	A	06/20/2025	13897	ADILENE PEREZ	726.60
10	00079980	A	06/20/2025	130180	AMABA, LLC	2,480.00
10	00079981	A	06/20/2025	120155	AMY J SLAMA	754.01
10	00079982	A	06/20/2025	1082	ANGEL D MAYBERRY	684.60
10	00079983	A	06/20/2025	990	BRANDY ROSE	151.20

Check Register Summary

Batch Year: 25 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00079984	A	06/20/2025	13315	BROOKE HEMMER	222.85
10	00079985	A	06/20/2025	14621	CALVIN FREY	750.40
10	00079986	A	06/20/2025	13528	CARA NEESEN	420.80
10	00079987	A	06/20/2025	5967	CASSANDRA RUTH	517.30
10	00079988	A	06/20/2025	5967	CASSANDRA RUTH	30.80
10	00079989	A	06/20/2025	9512	CASSIE KRINGS	363.30
10	00079990	A	06/20/2025	13510	CHRISTINA HANCOCK	449.83
10	00079991	A	06/20/2025	50579	DAN ELLSWORTH	63.00
10	00079992	A	06/20/2025	180474	DARLENE RODRIGUEZ	578.90
10	00079993	A	06/20/2025	14001	DEVON GRONENTHAL	404.60
10	00079994	A	06/20/2025	60033	ELISSA HEIBEL	77.35
10	00079995	A	06/20/2025	7560	ESI HOSTED SERVICES	180.52
10	00079996	A	06/20/2025	7099	HALEY KUNZE	261.80
10	00079997	A	06/20/2025	11460	HAYLEY MURPHY	685.30
10	00079998	A	06/20/2025	15970	INGRID RODRIGUEZ	630.56
10	00079999	A	06/20/2025	15709	IRIS MEDINA GONZALEZ	428.40
10	00080000	A	06/20/2025	10375	RONELLE JACKSON	1,400.00
10	00080001	A	06/20/2025	14745	JAEDYN MORRIS	742.70
10	00080002	A	06/20/2025	15954	JENNA MATTOX	322.70
10	00080003	A	06/20/2025	11223	JILL WIELGUS	560.00
10	00080004	A	06/20/2025	8540	JOLYNN KAHLANDT	513.80
10	00080005	A	06/20/2025	11932	JOSH ARIAS	898.80
10	00080006	A	06/20/2025	6459	KAISE RECEK	284.20
10	00080007	A	06/20/2025	14478	KASSANDRA CORNWELL	639.78
10	00080008	A	06/20/2025	100521	KRIS JOHNSON	87.50
10	00080009	A	06/20/2025	13480	LETISHIA KLEINSCHMIT	571.90
10	00080010	A	06/20/2025	13480	LETISHIA KLEINSCHMIT	45.29
10	00080011	A	06/20/2025	13986	LYNNE WEBSTER	574.00
10	00080012	A	06/20/2025	15601	MARCI HAIGHT	393.04
10	00080013	A	06/20/2025	2267	MARCIA OSTMEYER	130.20
10	00080014	A	06/20/2025	11797	MARIA RODRIGUEZ	1,181.60
10	00080015	A	06/20/2025	14699	MARIAH BELLER	720.30
10	00080016	A	06/20/2025	11479	MEGAN WELCH	949.87
10	00080016	AV	06/12/2025	11479	MEGAN WELCH	-949.87
10	00080017	A	06/20/2025	12246	MERRIDIE KAUP	669.71
10	00080017	AV	06/12/2025	12246	MERRIDIE KAUP	-669.71
10	00080018	A	06/20/2025	8788	NATHALIE VARGAS	732.90
10	00080019	A	06/20/2025	15962	NICOLE CHILES	562.80
10	00080020	A	06/20/2025	13498	RACHEL BUETTNER	72.80
10	00080021	A	06/20/2025	130708	SHARON M BROWN	688.10
10	00080022	A	06/20/2025	8524	SHAYNA CEPEL	275.10
10	00080023	A	06/20/2025	10740	SHELLI EICKMEIER	494.20
10	00080024	A	06/20/2025	15725	SONYA SUKUP	314.54
10	00080025	A	06/20/2025	12165	STEPHANIE FOREMAN	515.92
10	00080026	A	06/20/2025	13447	SUSAN OLMER	102.62
10	00080027	A	06/20/2025	11436	TAMRA CLAY	353.64
10	00080028	A	06/20/2025	13536	TERI OPFER	558.60
10	00080029	A	06/20/2025	13536	TERI OPFER	71.40
10	00080030	A	06/20/2025	230361	WENDY WOLFE	305.90
10	00080031	A	06/20/2025	10545	YARIBEY RODRIGUEZ	856.10
10	00080032	A	06/20/2025	11479	MEGAN WELCH	932.21
10	00080033	A	06/20/2025	12246	MERRIDIE KAUP	663.44
Total Bank: 10						\$1,518,738.43

Check Register Summary

Batch Year: 25 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
Total Computer Checks:						\$1,491,310.23
Total Manual Checks:						\$0.00
Total ACH Checks:						\$29,047.78
Total Other Checks:						\$0.00
Total Electronic Checks:						\$0.00
Total Computer Voids:						\$0.00
Total Manual Voids:						\$0.00
Total ACH Voids:						-\$1,619.58
Total Other Voids:						\$0.00
Total Electronic Voids:						\$0.00
Grand Total:						\$1,518,738.43
Number of Checks:						176

Batch Year	Batch	Amount
25	000271	72,092.50
25	000273	638,696.99
25	000280	56,934.12
25	000284	749,419.17
25	000293	1,595.65

Batch Year: 25 Bank: 10 Date Range:

FPREG01A (build 25.4.1.1)

Selection Criteria

Batch Year	25
Begin Date	
End Date	
Include Voids Voided After End Date	Yes
Bank	10
Begin Check	00079860
End Check	00080033
Begin Batch 1	All
End Batch 1	
Begin Batch 2	
End Batch 2	
Begin Batch 3	
End Batch 3	
Begin Batch 4	
End Batch 4	
Begin Batch 5	
End Batch 5	
Role ID	ALIO

Section 6 - Administration

Article I, Section 6, A Concept of Administration

The administration of ESU 7 is responsible for the direction, coordination, and control of staff and programs in their efforts to achieve the mission and educational goals adopted by the Board within the guidelines established by Board policy and law.

To demonstrate leadership, develop positive relationships within the education community and resolve problems that arise internally and/or externally, the Board expects the administration to specialize in the following:

1. Decision making and communication.
2. Planning, organizing, implementing, and evaluating.
3. Coordinating and guiding the various centers of power within the ESU and the education community to enable people to work together as a team for the purpose of education that might not be possible if done separately.

The administration is expected to create and maintain appropriate mechanisms such as councils and committees to:

1. Foster good communications within the staff.
2. Allow representative members of the staff to have a voice in the development of policies and in the making of decisions affecting them.

Legal Reference:	§ 79-1219
Date of Adoption:	February 19, 2018
Date(s) of Review:	May 16, 2022 May 15, 2023 May 20, 2024 June 16, 2025

Article I, Section 6, B Administrator

The Administrator to be employed by the Board shall be a person experienced in education administration, shall hold at least a standard administrative certificate and shall meet all other requirements issued through the Nebraska Department of Education.

Legal Reference:	§ 79-1219 NDE Rule 21; NDE Rule 84.005.01
Date of Adoption:	February 19, 2018
Date(s) of Review:	May 16, 2022 May 15, 2023 May 20, 2024 June 16, 2025

Article I, Section 6, C Duty and Function of the Administrator

The Administrator is the chief executive officer of ESU 7. As chief executive officer, the Administrator is delegated the authority and responsibility for the overall administration of ESU 7 in all of its aspects. The Administrator shall carry out the executive and administrative functions in accordance with Board policies and directives in compliance with law.

The Administrator is delegated the authority and responsibility for the efficient execution of all decisions made by the Board concerning the internal operation of the ESU. The Administrator shall further perform duties which are specifically designated in the policies as duties of the Administrator, duties assigned to the Administrator by the Board, duties that are established in the Administrator's employment contract and job description, and duties that are mandated by law as the responsibility of the Administrator.

The general duties and functions of the Administrator are as follows:

1. Policies:

The Administrator's responsibilities related to policies are:

- a. To present the Board with new or amended policies as appropriate to serve the role and mission of ESU 7 and meet changing requirements of law.
- b. To implement Board policies and assure compliance with Board policies.
- c. To assure that the Board policies are available for review upon request at the administrative office of the ESU.

2. Personnel:

The Administrator is responsible for the overall management of staff. Responsibilities related to personnel include:

- a. To recommend administrative and supervisory positions for approval by the Board. The Board will approve the broad purpose and function of administrative and supervisory positions.
- b. To assign, supervise and evaluate administrators and supervisors and direct them in the performance of their duties.
- c. To recommend certificated/professional candidates for employment and establish terms of employment for approval by the Board.
- d. To prepare written job descriptions for employees.
- e. Where Board action is not required, offer employment to classified/non-certificated candidates and establish terms of employment for reporting to the Board.
- f. To prepare and distribute staff handbooks. Staff handbooks that are approved by the Board shall be deemed to be policies of the Board and shall have the same effect as Board-adopted policies.
- g. To develop and provide an effective staff development program.

- h. To make assignments of personnel to their particular schools and responsibilities as determined appropriate.
- i. To discipline staff and terminate or recommend termination of employment when appropriate.
- j. To create and maintain appropriate mechanisms such as councils and committees to foster good communications within the staff and to allow representative members of the staff to have a voice in the development of policies and in the making of decisions affecting them.

3. Budget:

The Administrator's responsibilities related to the budget are:

- a. To prepare the annual budget for the operations of the ESU with the assistance of staff, give required budget hearing notices, present the budget for approval by the Board, and file such reports and forms related to the budget and tax levy process as required.
- b. To make every attempt possible to operate within the limits set forth by the budget.

4. Services:

The Administrator shall communicate and provide leadership with regard to the determination of services to be provided to member school districts and services to be provided to other schools or entities via contract. The Administrator shall ensure that the services are provided in a satisfactory manner.

5. Purchases and Contracts:

The Administrator's responsibilities related to purchases and contracts are:

- a. To be in charge of all financial matters of the ESU.
- b. To study and recommend to the Board fiscally prudent and suitable purchases and contracts for which Board action is required pursuant to law or Board policy. Where Board action is not required, to approve such purchases and contracts after appropriate consultation with other administrators and appropriate staff, or to provide oversight of those staff that are delegated such purchasing responsibilities.
- c. To maintain a current inventory of ESU property.
- d. To assure that ESU facilities, equipment and property are appropriately maintained.
- e. To provide long-range and short term planning concerning facilities.

6. Board and Community Communications:

The Administrator's responsibilities related to communications with the Board are:

- a. To prepare and send out agenda, special reports and minutes for Board meetings.

- b. To prepare for and attend all Board meetings unless excused.
- c. To promptly inform the Board of decisions or actions taken that are not covered in Board policies or by Board action. The Administrator shall have authority to make such decisions or take such actions on behalf of the ESU where the Administrator reasonably determines that it is necessary to do so.
- d. To keep the Board informed concerning the total ESU programs and operations.
- e. To communicate to the schools and the community information about the activities of the ESU and publish reports on such activities as legally required.
- f. To coordinate and guide the stakeholders within the ESU and the community to cooperatively enhance efficiency and effectiveness of ESU programs and services.
- g. To keep abreast of the trends and changes in education for possible implementation of selected programs. The Administrator will be expected to attend district, state, and national conventions of professional educational organizations. The Administrator will report to the Board such information that is learned at such programs that will require Board action. Reimbursement for expenses allowed shall be in accordance with Board Policy.
- h. The Administrator shall, prior to July 1 of each year in which a statewide primary election is to be held, certify to the election commissioner or county clerk of each county located within the ESU the corporate name of each school district located within the county. If a school district is a joint school district located in two or more counties, the Administrator shall certify to each election commissioner or county clerk the educational service unit of which the school district is considered to be a part.

The Administrator is responsible to maintain the official records of the ESU.

The Administrator shall serve as a member of the Educational Service Unit Coordinating Council (ESUCC).

The Administrator is to delegate duties to other members of the administrative team or other staff as required for the effective administration of the ESU, except in such matters that Board policy, Board action, or law prohibits the delegation. The Administrator remains responsible for assuring that the delegated duties are performed as required.

On or before January 31 of each year, the Administrator shall submit to the Commissioner of Education a report described as the annual financial report showing (a) the amount of money received from all sources during the year and the amount of money expended by the educational service unit during the year, (b) other information as necessary to fulfill the requirements of section 79-1241.03, and (c) such other information as the commissioner directs.

The Administrator is expected to adhere to the “Code of Ethics” for certificated educators as adopted by the Nebraska Department of Education and the ethical code of the American Association of School Administrators (AASA).

Legal Reference:	§ 13-905; § 79-1217(6); § 79-1245, § 79-1229(1) NDE Rule 27
Date of Adoption:	February 19, 2018
Date(s) of Review:	May 16, 2022 May 15, 2023 May 20, 2024 June 16, 2025

Article II, Section 6, B Notice of Budget Meeting

A summary of the prepared yearly budget of ESU 7 shall be published one time in a legal newspaper published in or of general circulation in each county in ESU 7 at least five days before a meeting at which such budget shall be considered for adoption by the Board. Such publication shall also specify the date, time, and place of the public hearing at which the budget will be considered and any tax levy made.

Legal Reference:	§ 79-1227
Date of Adoption:	March 19, 2018
Date(s) of Review:	May 16, 2022 May 15, 2023 May 20, 2024 June 16, 2025

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(s) of Review:	May 17, 2021 June 21, 2021 May 16, 2022 May 15, 2023 May 20, 2024 June 16, 2025

Article III, Section 1, F Special Education Cooperative

1. As is consistent with P.L.94-942; P.L.99-457; and state statutes, Educational Service Unit 7 recognizes that the responsibility for educating children with disabilities is that of the local school district and that the role of the service unit is that of assisting the schools, when so requested, in carrying out their assigned responsibility under the following conditions:
 - a. Services shall be those approved by the Educational Service Unit 7 Board.
 - b. All requests must be made to the ESU Administrator and the Educational Service Unit 7 Board.
 - c. Final responsibility keeping records, submitting reports, placement of students, etc., shall be that of the local districts involved.
 - d. All Special Education programs shall be financed in their entirety by the local district although these funds may be channeled through Special Education under the prescribed budget conditions. This will be done through contractual agreements between Educational Service Unit 7 and the local school districts.
 - e. Non-Member contract requests will be handled according to applicable law.

2. The Special Education Cooperative shall operate directly under the Board of Educational Service Unit 7, through its designated ESU Administrator, and shall follow all rules, regulations, guidelines, and policies as set forth by them.

3. The Director of Special Education shall work for the Educational Services Unit 7 Board, through the ESU Administrator, in carrying out such duties as are assigned. Among the assigned duties are:
 - a. Preparation of the yearly Special Education Cooperative budget within the timelines. The Director of Special Education will then present it to the ESU Administrator and to the Board as a part of the total budget.
 - b. Once the budget has been adopted, the Special Education Director shall be responsible for keeping the department portion of the budget within the amounts so budgeted. In no case may department and total budget amounts be exceeded.
 - c. The Director shall also be responsible for seeing that ample funds are on hand to maintain the needed cash flow to operate the Special Education Cooperative.
 - d. The Special Education employees shall be under the Director of Special Education and all be expected to act in a professional manner at all times.
 - e. The Director shall see that all records (including financial) are kept up to date at all times.

4. Educational Service Unit 7 agrees to house the Special Education Cooperative in the manner and to the degree necessary as determined by the ESU Administrator.

- a. The Cooperative shall be responsible for maintenance and upkeep of the portion of property. In the event that more space is needed it will be the duty of the Cooperative to locate and pay for all such additional space.
5. The Special Education Cooperative shall have the use of meeting rooms the same as all other departments within the Unit.

Legal Reference:	§
Date(s) of Review:	May 18, 2020 May 16, 2022 May 15, 2023 May 20, 2024 June 16, 2025



**PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)**

Employee ID: 003140

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

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

- 1. Term of Employment.** This contract shall commence on the **1** day of **August, 2025**. This contract shall terminate on the **31** day of **July, 2026**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of **123.95** days of service in any given fiscal year, which is exclusive of holidays.
- 2. At-Will Nature of Employment; Duties of Employee.** The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: **Grant Coordinator**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
- 3. Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
- 4. Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
- 5. Compensation.** The Employee shall be paid an annual salary of **\$62,294.94** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$5,191.25** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **August** and on the 20th day of each month thereafter.
- 6. Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
- 7. Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

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

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

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

Secretary, Board of ESU 7

President, Board of ESU 7

Attached Workflow

Current Status

Workflow Steps

Contracts

Approved

- 1 Signed by Amy Slama on 06/03/2025 at 09:01 AM
Signature: Amy Slama
- 2 Approved by Kris Elmshaeuser on 06/03/2025 at 11:03 AM



CERTIFICATED PROFESSIONAL CONTRACT

Employee ID: 011770

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

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

- 1. Term of Employment:** This agreement shall commence on the **1** day of **July, 2025** and may be terminated pursuant to Section 7 of this agreement. This term shall consist of **220** days of service in any given fiscal year, which are inclusive of vacation and exclusive of holidays.
- 2. Compensation:** The Party shall be paid a yearly salary of **\$117,358.33** paid in **12** monthly payments of **\$9,779.86**. The first salary installment shall be payable on the 20th day of **August** and on the 20th day of each month thereafter.
- 3. Fringe Benefits:** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
- 4. Professional Status:** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU 7. The party further agrees that the certificate is or will be properly registered with ESU 7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU 7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.
- 5. Policies, Rules and Regulations:** The Party agrees to be governed by the policies of the Board of ESU 7, the rules and regulations of ESU 7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU 7 and rules and regulations of the ESU 7 may be changed at any time, with or without notice to the Party.
- 6. Duties:** The duties of the Party shall be as prescribed for the position and assignment, which duties shall be performed in accordance with standards, goals, and policies established by the Board of ESU 7 and the ESU 7 Administrator. The Party agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.
- 7. Termination of Employment:** Should the party violate any of the terms of this contract, or in the performance of his/her assigned duties fail satisfactorily to perform, the Board of ESU 7 may upon

a finding of just cause, all as set forth hereafter, terminate this contract. Prior to any final decision to terminate this contract prior to the completion of the contract period, the ESU Administrator shall notify the party in writing of any conditions of unsatisfactory performance which the ESU Administrator considers may be just cause to terminate this contract prior to the end of the contract period. The Party will be provided the due process rights provided to them by policy and statute.

- 8. **Disability:** Should the Party be unable to perform the essential functions of the position by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than two (2) months; or if such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may, in its discretion, terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate.
- 9. **Deductions:** This contract shall conform to the federal and state regulations governing deductions from the compensation stated herein with reference to withholding tax, social security, and teacher’s retirement. Other deductions may be withheld as agreed to by the parties of this contract.
- 10. **Private Automobiles:** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7 or as otherwise provided for the in the Negotiated Master Agreement.
- 11. **Entirety of Agreement and Amendments:** The Party certifies that he or she has read the foregoing Certificated Special Education Contract, fully understands its terms and conditions and agrees that the foregoing Certificated Special Education Contract constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Certificated Special Education Contract shall be subject to modification only by a written instrument signed by the Party and the ESU 7 Administrator.
- 12. **Amendments to be in Writing:** This contract may be modified or amended only by a written document duly authorized and executed by the ESU 7 Administrator and the Board.
- 13. **Applicable Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

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

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

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

Secretary, Board of ESU 7

President, Board of ESU 7

Attached Workflow

Contracts

Current Status

Approved

Workflow Steps

- 1 Signed by Cara Neesen on 06/03/2025 at 0:43 PM
Signature: Cara Neesen
- 2 Approved by Kris Elmshaeuser on 06/03/2025 at 3:57 PM



**PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)**

Employee ID: 012556

This employment contract is made by and between **Educational Service Unit No. 7**, referred to herein as "ESU," and **Iris Medina Gonzalez**, 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 **11** day of **August, 2025**. This contract shall terminate on the **20** day of **May, 2026**, 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: **Provisional Licensed Mental Health Practitioner**. 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 **\$66,713.60** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$5,559.47** 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:
 - o 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;
 - o Any arrest for any reason;
 - o Any criminal conviction;
 - o Any sentence of incarceration;
 - o 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;
 - o Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - o 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.
 - o The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
- 10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
- 11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
- 12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
- 13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
- 14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

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

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

Secretary, Board of ESU 7

President, Board of ESU 7

Attached Workflow

Current Status

Workflow Steps

Contracts

Approved

- 1 Signed by Iris Medina Gonzalez on 05/29/2025 at 11:48 AM
Signature: Iris Medina Gonzalez
- 2 Approved by Kris Elmshaeuser on 05/29/2025 at 1:22 PM



**PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)**

Employee ID: 012203

This employment contract is made by and between **Educational Service Unit No. 7**, referred to herein as "ESU," and **Kassandra Cornwell**, 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 **11** day of **August, 2025**. This contract shall terminate on the **20** day of **May, 2026**, 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: **Provisional Licensed Mental Health Practitioner**. 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 **\$64,176.92** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$5,348.08** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **September** and on the 20th day of each month thereafter.
6. **Fringe Benefits.** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
7. **Policies, Rules and Regulations.** The Employee agrees to be governed by the policies and the rules and regulations of ESU and the directives of supervisors. The Employee agrees that the policies of ESU and rules and regulations of ESU may be changed at any time, with or without notice to the Employee.

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

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

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

Secretary, Board of ESU 7

President, Board of ESU 7

Attached Workflow

Current Status

Workflow Steps

Contracts

Approved

- 1 Signed by Kassandra Cornwell on 06/09/2025 at 4:55 PM
Signature: Kassandra Cornwell
- 2 Approved by Kris Elmshaeuser on 06/10/2025 at 10:48 AM



**PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)**

Employee ID: 012050

This employment contract is made by and between **Educational Service Unit No. 7**, referred to herein as "ESU," and **Lynne Webster**, 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 **11** day of **August, 2025**. This contract shall terminate on the **20** day of **May, 2026**, 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: **Licensed Mental Health Practitioner**. 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 **\$75,579.34** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$6,298.28** 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:
 - o 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;
 - o Any arrest for any reason;
 - o Any criminal conviction;
 - o Any sentence of incarceration;
 - o 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;
 - o Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - o 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.
 - o The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
- 10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
- 11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
- 12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
- 13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
- 14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

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

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

Secretary, Board of ESU 7

President, Board of ESU 7

Attached Workflow

Current Status

Workflow Steps

Contracts

Approved

- 1 Signed by Lynne Webster on 06/11/2025 at 08:51 AM
Signature: Lynne Webster
- 2 Approved by Kris Elmshaeuser on 06/11/2025 at 09:48 AM



**PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)**

Employee ID: 011444

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 **11** day of **August, 2025**. This contract shall terminate on the **20** day of **May, 2026**, 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: **Licensed Mental Health Practitioner**. 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 **\$83,168.37** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$6,930.70** 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:
 - o 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;
 - o Any arrest for any reason;
 - o Any criminal conviction;
 - o Any sentence of incarceration;
 - o 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;
 - o Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - o 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.
 - o The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
- 10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
- 11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
- 12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
- 13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
- 14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

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

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

Secretary, Board of ESU 7

President, Board of ESU 7

Attached Workflow

Current Status

Workflow Steps

Contracts

Approved

- 1 Signed by Megan Welch on 06/05/2025 at 08:23 AM
Signature: Megan Welch
- 2 Approved by Kris Elmshaeuser on 06/05/2025 at 2:21 PM



**PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)**

Employee ID: 011576

This employment contract is made by and between **Educational Service Unit No. 7**, referred to herein as "ESU," and **Merridie Kaup**, 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 **11** day of **August, 2025**. This contract shall terminate on the **20** day of **May, 2026**, 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: **Licensed Mental Health Practitioner**. 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 **\$76,597.18** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$6,383.10** 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:
 - o 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;
 - o Any arrest for any reason;
 - o Any criminal conviction;
 - o Any sentence of incarceration;
 - o 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;
 - o Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - o 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.
 - o The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
- 10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
- 11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
- 12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
- 13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
- 14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

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

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

Secretary, Board of ESU 7

President, Board of ESU 7

Attached Workflow

Current Status

Workflow Steps

Contracts

Approved

- 1 Signed by Merridie Kaup on 05/29/2025 at 09:39 AM
Signature: Merridie Kaup
- 2 Approved by Kris Elmshaeuser on 05/29/2025 at 11:35 AM



**PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)**

Employee ID: 012610

This employment contract is made by and between **Educational Service Unit No. 7**, referred to herein as "ESU," and **Sonya Sukup**, 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 **11** day of **August, 2025**. This contract shall terminate on the **20** day of **May, 2026**, 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: **Licensed Mental Health Practitioner**. 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 **\$79,402.80** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$6,616.90** 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:
 - o 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;
 - o Any arrest for any reason;
 - o Any criminal conviction;
 - o Any sentence of incarceration;
 - o 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;
 - o Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - o 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.
 - o The failure to make a report required by this paragraph may result in the immediate cancellation of this Contract.
- 10. **Compensation Upon Termination.** The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.
- 11. **Deductions.** The Employee authorizes the ESU to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the ESU during the course of the Employee's employment, if such property or money have not properly been returned to the ESU.
- 12. **Private Automobiles.** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7. Said policies may be changed at any time, with or without notice to the Employee.
- 13. **Entirety of Contract and Amendments.** The Employee certifies that he or she has read the foregoing Employment Contract, fully understands its terms and conditions, and agrees that the foregoing Employment Contract constitutes the entire contract and that no representations, promises, contracts or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Contract shall be subject to modification only by a written instrument signed by the Employee and the Administrator.
- 14. **Applicable Law.** This contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
- 15. **Severability.** If any portion of this contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this contract.

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

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

Secretary, Board of ESU 7

President, Board of ESU 7

Attached Workflow

Current Status

Workflow Steps

Contracts

Approved

- 1 Signed by Sonya Sukup on 06/11/2025 at 4:06 PM
Signature: Sonya Sukup
- 2 Approved by Kris Elmshaeuser on 06/11/2025 at 4:14 PM



CERTIFICATED PROFESSIONAL CONTRACT

Employee ID: 011428

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

WITNESSETH: That ESU 7 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 **1** day of **July, 2025** and may be terminated pursuant to Section 7 of this agreement. This term shall consist of **245** days of service in any given fiscal year, which are inclusive of vacation and exclusive of holidays.
2. **Compensation:** The Party shall be paid a yearly salary of **\$143,380.27** paid in **12** monthly payments of **\$11,948.36**. 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:** ESU 7 agrees to provide the same fringe benefits as annually approved by the Board of ESU 7.
4. **Professional Status:** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU 7. The party further agrees that the certificate is or will be properly registered with ESU 7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU 7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.
5. **Policies, Rules and Regulations:** The Party agrees to be governed by the policies of the Board of ESU 7, the rules and regulations of ESU 7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU 7 and rules and regulations of the ESU 7 may be changed at any time, with or without notice to the Party.
6. **Duties:** The duties of the Party shall be as prescribed for the position and assignment, which duties shall be performed in accordance with standards, goals, and policies established by the Board of ESU 7 and the ESU 7 Administrator. The Party agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.
7. **Termination of Employment:** Should the party violate any of the terms of this contract, or in the performance of his/her assigned duties fail satisfactorily to perform, the Board of ESU 7 may upon

a finding of just cause, all as set forth hereafter, terminate this contract. Prior to any final decision to terminate this contract prior to the completion of the contract period, the ESU Administrator shall notify the party in writing of any conditions of unsatisfactory performance which the ESU Administrator considers may be just cause to terminate this contract prior to the end of the contract period. The Party will be provided the due process rights provided to them by policy and statute.

- 8. **Disability:** Should the Party be unable to perform the essential functions of the position by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than two (2) months; or if such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may, in its discretion, terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate.
- 9. **Deductions:** This contract shall conform to the federal and state regulations governing deductions from the compensation stated herein with reference to withholding tax, social security, and teacher’s retirement. Other deductions may be withheld as agreed to by the parties of this contract.
- 10. **Private Automobiles:** ESU 7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU 7 in accordance with such mileage reimbursement policies of the Board of ESU 7 or as otherwise provided for the in the Negotiated Master Agreement.
- 11. **Entirety of Agreement and Amendments:** The Party certifies that he or she has read the foregoing Certificated Special Education Contract, fully understands its terms and conditions and agrees that the foregoing Certificated Special Education Contract constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Certificated Special Education Contract shall be subject to modification only by a written instrument signed by the Party and the ESU 7 Administrator.
- 12. **Amendments to be in Writing:** This contract may be modified or amended only by a written document duly authorized and executed by the ESU 7 Administrator and the Board.
- 13. **Applicable Law:** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

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

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

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

Secretary, Board of ESU 7

President, Board of ESU 7

Attached Workflow

Contracts

Current Status

Approved

Workflow Steps

- 1 Signed by Tamra Clay on 05/30/2025 at 08:53 AM
Signature: Tamra Clay
- 2 Approved by Kris Elmshaeuser on 05/30/2025 at 09:06 AM

Article III, Section 1, E Use of Funds from Other Sources

The Board may receive, for the purpose for which it is made available, any school district, county, state, or federal funds made available to it, or funds or property received from any other source. The Board may use tax revenue from the levy of the ESU for operational expenses and for the purpose of matching any funds that may be made available to it on a matching basis by any state or federal agency. The Board may utilize such personnel or services that may lawfully be offered by any state or federal agency or governmental unit.

It is the policy of the ESU to comply with the conditions of state and federal grant programs in which the ESU participates, including the conditions of the Every Student Succeeds Act (“ESSA”) as applicable.

1. Authority to Sign Applications. The Administrator is authorized to sign applications for grant funds, including ESSA formula grants, on behalf of the ESU and may delegate such authority to other administrators at the discretion of the Administrator. The Administrator shall submit such applications as determined appropriate so long as acceptance of the funds does not include conditions contrary to the policies of the Board.
2. Supplement not Supplant. Federal funds shall be used to supplement, not supplant, the amount of funds or services available from non-federal sources, in compliance with the requirements of federal law. ESSA funds shall not be used to provide services otherwise required by law to be made available.
3. Equitable Allocation. Federal funds shall be used in a manner to ensure equitable allocation of resources. Staff are to be assigned and curriculum materials and instructional supplies are to be distributed to the schools in such a way that equivalence of personnel and materials is ensured among the schools in compliance with the requirements of federal law.
4. Maintenance of Effort. The ESU shall maintain fiscal effort related to ESSA programs in compliance with the requirements of federal law.
5. Resources. The procurement of resources related to ESSA programs, including contracts and purchase or service agreements for such programs, shall be in accordance with the ESU’s written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed. Resources such as staff, materials and equipment funded by the Federal Program shall be used only for children participating in the program.
6. Maintenance of Records. Records of all federal financial and program information shall be kept for a minimum of 5 years after the start date of the project.
7. Identification of Eligible Children. The Administrator and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.

8. Coordination of Services. Federal Grant services shall be coordinated and integrated with school district direction, with other agencies providing services, and with other federal, state and local programs.
9. Other Requirements. The Administrator shall take or cause other staff to take such action as required by law for the ESU to maintain compliance with ESSA and specific grant programs in which the ESU participates.

Legal Reference:	§ 79-1224; ESSA
Date of Adoption:	August 20, 2018
Date(s) of Review:	August 16, 2021 December 20, 2021 December 19, 2022

Board Meeting

Early Childhood Special Education

June

2025

**Early
Childhood
Staff**



Early Childhood Special Education



**Lisa Duranski,
Coordinator**

**Wendy Wolfe,
Coordinator**

Sarah Wacha

Jill Wielgus

Sheil Elckmeler

Elyse Bellna

Amy Melcher

Early Childhood Speech Pathologists



Cassie Ruth
Letishia Kleinschmid
Teri Opfer
Mariah Beller
Nicole Chiles

What we do

**Provide
specialized
services**

**Evaluate
for
Delay
(MDT)**

**Develop
Personalized
plans
(IFSP & IEP)**

**Transition
to
kindergarte
n**

Birth Mandate

1978

Iowa

Minnesota

Michigan

Nebraska

Maryland

Schools

18

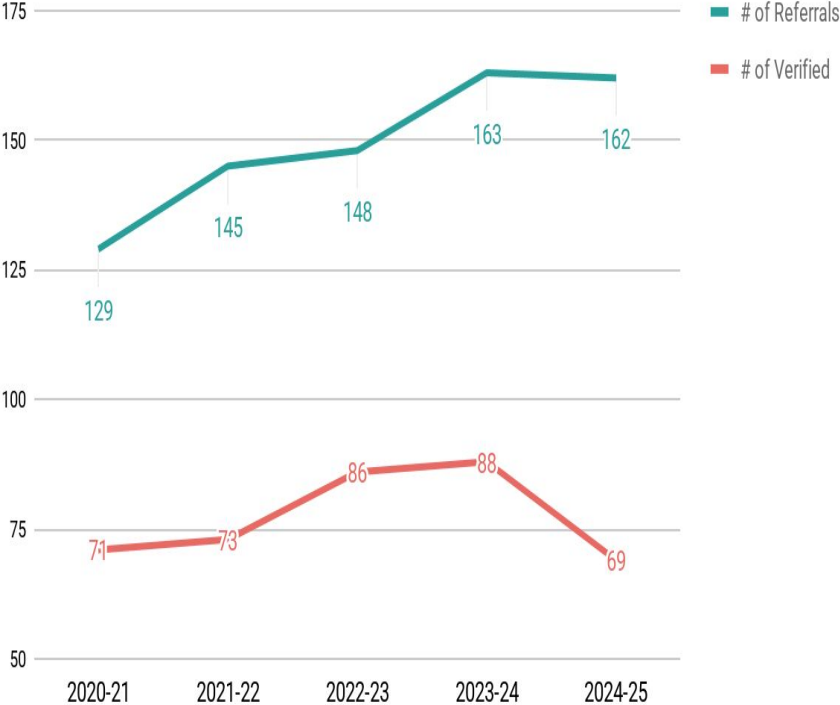
Referrals & Evaluations



Evaluations for Delay

323

Birth-3 Referrals



3-5 Referrals



**Specialized
Services**

238

Birth to Three

2020-21	111
2021-22	116
2022-23	108
2023-24	136
2024-25	127

Three to Five

2020-21	210
2021-22	232
2022-23	250
2023-24	226
2024-25	257

Total B-5

2020-21	321
2021-22	348
2022-23	358
2023-24	362
2024-25	384

Transition To Kindergarten



98

**Continuous
Service &
ESY**



May '25 Treasurer Report

Beginning Balance May 1, 2025			\$195,830.37		
RECEIPTS					
Property taxes		\$1,105,876.36			
SPED		\$524,199.25			
General/Flow Through		\$194,376.96			
Grants		\$111,325.63			
TOTAL RECEIPTS		\$1,935,778.20	\$1,935,778.20		
			\$2,131,608.57		
Transfer to Money Market			\$1,100,000.00	-	
Total Funds Available			\$1,031,608.57		
DISBURSEMENTS:					
General Fund		\$332,672.21			
SPED		\$460,897.04			
Total DISBURSEMENTS Check #79696 thru #79859		\$959,311.35	\$959,311.35	-	
Ending balance, May 31, 2025			\$72,297.22		

Checking balance					\$72,297.22
Money Market Deposit Account at First National Bank					\$6,020,000.00
Money Market Deposit Account at First National Bank					\$100,000.00
Money Market Deposit Account at Bank of Clarks					\$100,000.00
Money Market Deposit Account at Columbus Bank & Trust					\$100,000.00
Certificate of Deposit - Great Western Bank					\$200,000.00
Certificate of Deposit - First National Bank-Columbus					\$100,000.00
Certificate of Deposit - First National Bank-Columbus					\$1,000,000.00
TOTAL CASH ON HAND (includes cash reserve)					\$7,692,297.22
CASH RESERVE	\$1,649,584.44				
Funds that are due to ESU 7					
Grants				(\$412,296.88)	
Outstanding Receivables				(\$48,396.52)	
Total due to ESU 7				(\$460,693.40)	

	2023-24	2024-25	2023-24	2024-25		
	Dollars Spent Per Month	Dollars Spent Per Month	Percentage spent each month	Percentage spent each month		
September	\$299,871.57	\$259,014.74	10.08%	7.85%	Total Budget	\$17,734,272.86
October	\$172,029.24	\$126,728.31	5.78%	3.84%	30% of budget	\$5,320,281.86
November	\$127,254.21	\$231,711.52	4.28%	7.02%	Earmarked set aside	\$8,586,908.00
December	\$207,245.41	\$212,598.74	6.28%	6.44%	Total budget spent to date	\$9,814,454.17
January	\$204,916.22	\$218,968.52	6.89%	6.64%		
February	\$200,293.65	\$209,107.64	6.73%	6.34%	NOTES	
March	\$202,230.23	\$227,262.37	6.80%	6.89%		
April	\$194,408.59	\$208,706.72	6.53%	6.33%		
May	\$203,683.68	\$221,697.53	6.85%	6.72%		
June	\$216,633.54		7.28%	0.00%		
July	\$195,107.67		6.56%	0.00%		
August	\$208,707.54		7.01%	0.00%		
Approved Total General Budget for Levy \$			\$2,975,174.95	\$3,299,168.88		
Total Spent to date			\$2,432,381.55	\$1,915,796.09		
Dollars approved from cash reserve				\$0.00		

Article I, Section 3, F Code of Ethics for Board Members

Board members of ESU 7, like all public officers in the State, “stand in a fiduciary relationship to the people whom they have been elected or appointed to serve. As fiduciaries and trustees of the public wealth they are under an inescapable obligation to serve the public with the highest fidelity. In discharging the duties of their office they are required to display such intelligence and skill as they are capable of, to be diligent and conscientious, to exercise their discretion not arbitrarily but reasonably, and above all to display good faith, honesty and integrity. They must be impervious to corrupting influences and they must transact their business frankly and openly in the light of public scrutiny so that the public may know and be able to judge them and their work fairly. These obligations are assumed by them as a matter of law upon their entering public office.”

To assure that the entire Board acts in accordance with the foregoing legal responsibilities and to ensure the effective functioning of the Board, each Board member will sign a Board-approved Code of Ethics for ESU 7 Board Members (attached). The Code of Ethics is to be signed upon assumption of office and at each annual meeting.

Legal Reference:	<i>Nebraska Legislature on behalf of the State of Nebraska v. C. David Hergert</i> , 271 Neb. 976, 1011 (2006)
Date of Adoption:	January 15, 2018
Date(s) of Revision:	February 20, 2023 June 16, 2025
Date(s) of Review	January 18, 2021 January 17, 2022 January 16, 2023 January 22, 2024 January 21, 2025

Code of Ethics for ESU 7 Board Members

Members of the Board of ESU 7 are expected to abide by the following Code of Ethics in performance of their duties as a Board member and will be requested to acknowledge their intent to do so:

1. **Follow Laws:** I will uphold and enforce the constitutions, laws, rules and regulations of the state and federal governments, the state and federal agencies, binding court orders

pertaining to educational service units, and the policies and regulations of ESU 7. Desired changes shall be brought about only through legal and ethical procedures.

2. **Non-Discrimination:** I will not make decisions which affect personnel, students, parents, the public, or otherwise on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, **military or** veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, or on the basis of constitutionally protected speech.

3. **Welfare of Students:** I will make decisions in terms of the educational welfare of students served by ESU 7 and will seek to develop and maintain services and programs that meet the individual needs of students served by the ESU regardless of their sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, social standing, or personal feelings not associated with the best interests of ESU 7 and the students.

4. **Role of the Board:** I will confine my action as a member of the Board to policy making, planning, and evaluation of the Administrator. I will carry out my responsibility, not to administer ESU 7 or its services and programs, but, together with my fellow board members, to see that they are well run. I will refer all complaints which I may receive to the Administrator and will act on the complaints at public meetings only after failure of an administrative solution. I will support decisions made by the Board, even if it is not the one I would have made, although I will reserve my independent right to seek a change using appropriate procedures. I will recognize that authority rests with the Board as a whole and will make no personal promises nor take any private action that may compromise the Board.

5. **Meetings of the Board:** I will attend all meetings of the Board except when I am unable to attend for excusable reasons, will be prepared to be an active participant at such meetings, and will follow appropriate rules of order at such meetings. I will fulfill my responsibilities on any committees and any officer positions to which I may be elected, assigned or appointed. I will not attempt to circumvent the open meetings laws by participating in meetings with a quorum of other members of the Board to make decisions on ESU 7 matters. I will not seek closed session meetings or participate in closed session meetings except as permitted by law.

6. **Independent Judgment:** I will refuse to surrender my independent judgment to special interest or partisan political groups.

7. **Confidentiality:** I will hold confidential all matters pertaining to ESU 7 which, if disclosed, would needlessly injure individuals, the Board, or ESU 7. I will not ask for legally confidential information about staff or students when not required to fulfill my duties as a Board member. When such information is made available to me in my role as a Board member, I will maintain the confidentiality of such information.

8. **Conflicts:** I will not use my position as a Board member for personal gain or for the gain of family or friends. Where I have a personal conflict of interest which affects or may be reasonably seen by others as affecting my ability to make a fair and impartial decision on a matter before the Board, I will follow the law and Board policy to avoid the conflict from affecting the decision of the entire Board.

9. **Personnel Matters:** I will vote to appoint the best qualified personnel available after consideration of the recommendation of the administration. I will support and protect personnel in the proper performance of their duties but likewise will hold staff accountable, on matters which reach the Board, to the standards and expectations of the Board and the administration.

10. **Role Model.** I understand that my personal actions may reflect on ESU 7 and the schools and communities served by ESU 7 due to my position as a Board member. I will in all respects serve as a proper role model and engage in conduct which is reflective of a good citizen in the communities served by ESU 7.

Agreed to by the members of the Board of Educational Service Unit 7 on this ___ day of _____, 20__.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Article III, Section 4, F Internal Controls

The ESU will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the ESU receives federal awards, grants, or other funds, the ESU will:

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the ESU manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The ESU will endeavor to develop and align these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- (b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;
- (c) Evaluate and monitor the ESU 's compliance with statutes, regulations and the terms and conditions of federal award;
- (d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- (e) Take reasonable cybersecurity and other measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the ESU considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference:	2 C.F.R. § 200.303.
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Management requirements: The ESU will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the ESU disposes of such equipment. The ESU will, as a minimum, meet the following requirements:

1. Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
2. Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two years;

3. Implement a control system to ensure safeguards for preventing property loss, damage, or theft;
4. Continue to develop and implement adequate maintenance procedures for the equipment; and
5. Continue to develop and implement sales and disposition procedures for the equipment to ensure the highest possible return.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value of \$10,000 or less (per unit) may be retained, sold or otherwise disposed of in accordance with the Board’s Sale and Disposal of Property Policy.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value in excess of \$10,000 (per unit), may only be sold or otherwise disposed of in accordance with the provisions of 2 C.F.R. § 200.313(e)(2)-(3).

Legal Reference:	2 C.F.R. §§ 200.313 & 200.33
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Procurement: The ESU will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

1. A procedure for micro-purchases (Under \$10,000);
2. A procedure for **small purchases simplified acquisition thresholds** (between \$10,000 to \$250,000);
3. A procedure for sealed bids (over \$250,000);
4. A procedure for competitive proposals (with an explanation for why sealed bids were not accepted if over \$250,000); and
5. A procedure for noncompetitive bids.

Legal Reference:	2 C.F.R. §§ 200.317 through 200.326
Cross-Reference:	Policies 3130 & 3131

Contract Terms: All contracts funded (in whole or in part) by federal funds and/or federal awards must contain the following terms or, via this Policy, the following terms are required and incorporated into any such contracts:

1. An assurance that minority business enterprises and labor surplus area firms are used, when possible;
2. An Anti-Lobbying clause for all contracts, including and Anti-Lobbying Certification, for contracts exceeding \$100,000;
3. A Suspension and Debarment clause;

4. A provision for termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement;
5. A clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and a provision for sanctions and penalties;
6. For contracts in excess of \$150,000, a clause addressing the Clean Air Act and the Federal Water Pollution Control Act;
7. A provision maintaining contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders;
8. A provision addressing the ESU's conflict of interest policies; and
9. A requirement that the contractor maintains records related to the contracted work.

Legal Reference:	2 C.F.R. § 200.319(d); 2 CFR § 200.321; 2 CFR § 200, Appendix II(I); 2 CFR 200, Appendix II(H); 2 CFR § 200, Appendix II(B); 2 CFR § 200, Appendix II(A); 2 CFR § 200, Appendix II(G); 2 CFR § 200.318(b); 2 CFR § 200.318(c)(1); 2 CFR § 200.318(i); 2 CFR § 200.324(a); 2 CFR § 200.324(b)
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Federal Interest Reporting: The ESU will follow the required federal interest reporting and recording requirements, if applicable, for any real property or improvement interest financed, in whole or in part, with federal funds.

Legal Reference:	2 CFR §§ 200.310-200.313
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Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a Federal award will be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient, or as otherwise specified by the federal award or federal law.

For all other records, the ESU will retain such records for the length of time as required by law.

Legal Reference:	2 C.F.R. § 200.333, 2 C.F.R. § 200.34 & 34 C.F.R. § 81.31
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Suspension and Debarment: The ESU will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. Before entering into a contract regarding a Federal award, the

ESU will either: (1) verify that a vendor has not been debarred, suspended or otherwise excluded via SAM.gov, (2) collect a verification from that vendor; or (3) add a clause to the contract with the vendor. The ESU will maintain a copy of said verification or documentation.

Legal Reference:	2 C.F.R. §§ 200.213
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Financial Management: The ESU will maintain financial management systems to account for the Federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the Federal award. These records will be sufficient to permit the ESU to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system will provide for the following:

1. Identifying all of the Federal awards received and expended and the federal programs under which they were received;
2. Ensuring that accurate, current, and complete disclosure of the financial results of each Federal award or program are maintained in accordance with reporting requirements;
3. Maintaining records and documentation that sufficiently identify the amount, source, and expenditure of funds for federally-funded activities;
4. Ensuring effective controls over accountability and safeguards for all funds, property, and other assets;
5. Comparing actual expenditures with budget amounts for each Federal award'
6. Ensuring payments of Federal funds are made in accordance with applicable law, including 2 C.F.R. § 200.302; and
7. Determining the allowability of costs in accordance with applicable law and the conditions of the Federal award.

Legal Reference:	2 C.F.R. § 200.302
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Program Income: The ESU will consult with the Federal awarding agency and refer to the applicable law and Federal program terms and conditions to determine how to account for, deduct and otherwise handle income from Federal programs.

Legal Reference:	2 C.F.R. § 200.307
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Cost Sharing or Matching: For all Federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the ESU's cost sharing or matching, when such contributions meet all of the following criteria:

1. Are verifiable from the ESU's records;

2. Are not included as contributions or any other Federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under the applicable Cost Principles requirements;
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency; and
7. Conform to other provisions of the law or terms and conditions of the Federal award, as applicable.

Legal Reference:	2 C.F.R. § 200.306
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Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the Federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under Federal law and the Federal grant to the extent that they satisfy the following requirements:

1. Is reasonable for the services rendered; and
2. Conforms to the established written expectations of the ESU, as applied consistently to both Federal and non-Federal activities.

If the ESU intends to charge compensation to Federal awards, such charges will be based on records that accurately reflect the work performed, and will:

1. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
2. Be incorporated into the official records of the ESU;
3. Reasonably reflect the total activity for which the employee is compensated by the ESU, not exceeding 100% of compensated activities;
4. Encompass both federally-assisted and all other activities compensated by the ESU on an integrated basis, but may include the use of subsidiary records as defined in the ESU's written procedures;
5. Comply with the established accounting policies and practices of the ESU; and
6. Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Any leave and/or fringe benefits charred to a federal award must satisfy all criteria set forth in 2 C.F.R. § 200.431(b) and/or (c).

Budget estimates will generally not be used to support charges to Federal awards but may be used for interim accounting purposes.

Legal Reference:	2 C.F.R. §§ 200.430 & 200.431
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Federal Funds for Construction Projects: If the ESU is granted the authority to use federal funds for a construction project, the ESU will follow the Davis-Bacon and Related Acts, including the payment of “prevailing wages” to those who work on the job site, as well as the contractor bonding requirements.

Legal Reference:	40 U.S. Code § 3141, et seq; 2 C.F.R. § 200.326
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Capitalization and Depreciation: The ESU will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, ESU staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and ESU personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$10,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.
- D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.
- E. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which

the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

F. If the ESU is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

G. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Legal Reference:	2 C.F.R. §§200.436 & 200.439.
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Maintaining Records: Financial records, supporting documents, statistical records, and all other ESU records pertinent to a federal award must be retained for the minimum period time as required by federal law or the terms of the federal awarding agency, whichever is longer in time.

Legal Reference:	2 C.F.R. § 200.334.
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Conflict of Interest: No ESU employee, agent, or Board Member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by or with federal funds. A “conflict of interest” includes, but is not limited to, a financial or other interest in or a tangible personal benefit from federal funds that would directly or indirectly benefit either (1) the employee, agent or Board Member; (2) any member of their immediate family; or their spouse or partner, or (3) an organization that employs or is about to employ those individuals, ESU employees, agents, and Board Members may only accept gratuities, favors, or anything of monetary value from federally funded contractors in accordance with the ESU’s Conflict of Interest Policy, Any ESU employee, agent or Board Member who knowingly violates these terms may be subject to discipline, up to and including termination of employment and/or referral for possible criminal prosecution.

Legal Reference:	2 C.F.R. §§ 200.112 & 200.318
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Unexpected or Extraordinary Circumstances: For all Federal awards, if the ESU does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the ESU may amend or create a policy at a later date in order to put emergency contingencies in place for Federal and non-Federal similarly situated employees. If the conditions exist for charges to be made to the Federal grant, then charges may also be made to any non-Federal sources that are used by the ESU in order to meet a matching requirement. The ESU will take other steps to comply with Federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference:	2 C.F.R. §§ 200, et seq.
Date of Adoption:	August 16, 2021
Date(s) of Revision:	May 16, 2022 November 18, 2024 June 16, 2025
Date(s) of Review:	November 21, 2022 November 20, 2023

Section 7 - Management of Property

Article III, Section 7, A Community Use of ESU Facilities

ESU facilities are primarily intended for the ESU's mission and programs. ESU facilities are, however, made available for use by outside groups to further the interests of the ESU and the community. Use by non-ESU groups is allowed pursuant to an application process and is subject to the terms and conditions set forth in this policy.

Application for Use.

Outside groups that wish to use ESU facilities must submit a completed Application for Use form signed by a representative of the outside group who has authority to commit the outside group to the terms and conditions of the Application. The outside group, as Applicant, shall specify the nature of the intended use, the dates and times of the requested use, and the facilities for which use is requested.

The form shall be developed by the administration. The form shall include the statement that:

This application is subject to the terms of the Board's "Community Use of ESU Facilities" policy (Article III, Section 7, A). The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions.

Acceptance of Application for Use.

Acceptance or rejection of applications shall be the responsibility of the Administrator or the Administrator's designee.

Applications shall not be accepted for any unlawful reason, including unlawful discrimination on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, **military or** veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities, and including the applicant's legally protected exercise of constitutional or statutory rights.

The ESU's facilities are designated as nonpublic forums. Accordingly, applications shall not be accepted for:

1. Uses that may conflict with or that disrupt the ESU's programs.
2. Uses inconsistent with the mission of the ESU.

3. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; either due to the nature of the requested use or the character of the group or individuals within the group.
4. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.
5. Uses for outside commercial activities except with approval from the Board; and except for camps and other activities for students.
6. Uses that involve gambling or games of chance.
7. Uses that involve a group or activity which advocates or condones the violent overthrow of the Constitution or of the government.
8. Uses that involve the meetings of secret clubs not open to members of the public.
9. Non-community type uses such as wedding receptions, slumber parties, birthday parties, baby showers, personal use and similar activities.

Applications for use of facilities may be denied based on unsuitability of the date or time of the requested use. Facilities may not be available for community use at times when ESU staff are not available to monitor the Applicant's use, such as on legal holidays; before 7:30 a.m.; after 4:30 p.m., Saturdays and Sundays.

Leases of ESU facilities require approval of the Board and are not an aspect of this policy. As such, Applications that request long-term use of facilities in the nature of a lease will be denied.

Applications may be denied based on the determination of the Administrator or the Administrator's designee that the Applicant does not have the financial ability or financial responsibility to pay fees or expenses or to reimburse the ESU for any damages that may be sustained to facilities or equipment or any liability that may be created by the use.

When an Application conflicts with another Application, the Applications will be accepted according to the following priority order:

1. Events or activities that are designed to serve member schools or which are related to any function of the ESU, including approved ESU-community associations and ESU-affiliated non-profit groups.
2. Tax-supported agencies such as educational entities or units of city, county or state government.
3. Nonprofit community agencies such as private educational agencies.
4. Groups where the majority of the members reside within the ESU.

For use conflicts within each group, priority will be given to the first to submit their Application; provided that the Administrator or the Administrator's designee may approve an Application that is not first-filed if the other Applicant's use could be feasibly changed to a non-conflicting time or area.

Applications that are accepted may not be assigned or transferred to another outside group.

Applications that are accepted are subject to cancellation by the Administrator or the Administrator's designee. Cancellation will occur in the event the administration reasonably determines:

1. Any of the reasons for non-acceptance of an application exist.
2. The Applicant fails to meet any term or condition required prior to the use. This includes but is not limited to failure of the Applicant to pay required fees or deposits or failure to show evidence that any required insurance liability is in place.
3. Circumstances make the use unsuitable. This includes but is not limited to:
 - a. The condition of the facilities being unsafe. For example, the presence of snow, ice, fallen limbs or other potential hazards that the ESU would not otherwise clear prior to the activity or event. The Applicant may request that the ESU clear the hazards such that it may proceed with its activity or event. If the ESU agrees to do so, the Applicant shall be responsible for all costs incurred by the ESU in clearing the hazard.
 - b. ESU staff being unavailable to monitor the use or to provide set-up or clean-up services where the ESU has accepted responsibility for such.
 - c. The need to use the facilities for an ESU activity or purpose.

Generally, if the ESU office is closed on the date of the Applicant's intended use due to inclement weather or hazardous conditions, the Applicant's use will be canceled.

The Applicant shall remain responsible for fees or expenses, and any deposit that has been received by the ESU shall be forfeited and be kept by the ESU, if cancellation occurs because of the fault of the Applicant. Otherwise, the ESU will return any deposit that has been received by the ESU. The ESU will in no event be responsible for any damages, expenses, or losses incurred by the Applicant or any person arising from the cancellation.

An Applicant may withdraw its Application at any time prior to acceptance. An accepted application may be withdrawn by the Applicant, subject to approval of the Administrator or the Administrator's designee. Approval is subject to the conditions that the Applicant has given reasonable advance notice (ordinarily, at least 48 hours) and that the Applicant reimburse the ESU for any expense the ESU has incurred.

Conditions of Use.

The conditions for use are as follows:

1. Compliance. Applicant agrees to:
 - a. Comply with all local, state and federal laws, including health and fire codes.

- b. Comply with Board policies concerning non-discrimination and the use of ESU facilities.
 - c. Comply with reasonable administrative rules related to use of facilities and the requests of ESU officials related to the Applicant's use of the facility.
2. Disclaim ESU Sponsorship. The ESU does not sponsor or endorse the Applicant or the activity or event conducted by the Applicant. To ensure that the public understands this fact, the Applicant agrees to not make any statements suggesting such sponsorship and to publish statements of non-ESU sponsorship in such form and manner as the administration may request.
3. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:
- a. Is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property.
 - b. Enters any area of the ESU facilities that the Applicant has not been given permission to use, or access any ESU records.
 - c. Engages in the use of tobacco (including electronic nicotine delivery systems), alcohol, vapor, or illegal drugs, or is under the influence of alcohol or illegal drugs.
 - d. Possesses a firearm or a weapon.
 - e. Engages in disorderly, lewd, or lascivious conduct.
 - f. Engages in any criminal behavior.

Applicant shall remove any person from the activity or event who engages in any of the above listed conduct. Applicant agrees to report to the ESU administration by the close of the next business day the identity of any person who engaged in any of the above listed conduct and the details of the conduct. If the offending person is a student, the report shall be made immediately.

In the event the ESU administration determines that the nature of the activity or event warrants the presence of security services, Applicant agrees to provide and pay for such security services.

Applicant agrees to ensure that all persons attending its activity or event are off ESU grounds at the end of its time of permitted use, except for ESU staff or others who are authorized to remain for an ESU-related purpose.

1. Condition of Premises. Applicant agrees to:
- a. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify the ESU Administrator or a director. In

the event the unsafe condition is not corrected prior to the activity or event, the Applicant shall postpone or cancel the activity or event.

- b. Not use or allow any ESU equipment to be used without express approval of ESU administration.
- c. Not bring or allow others to bring food or beverages on to ESU grounds without express approval of ESU administration.
- d. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
- e. Not use any electrical equipment that has been brought onto the premises without express approval of ESU administration.
- f. Not cause or allow others to cause damage to ESU facilities or equipment.
- g. In the event damages are sustained, Applicant accepts responsibility for reimbursing the ESU for the cost of repair or replacement.
- h. Applicant agrees that the ESU administration's determination that damage was sustained in connection with the Applicant's use, and of the cost of repair or replacement, is controlling.
- i. Applicant shall immediately report to the ESU administration any damage to ESU facilities or equipment that occurs during the Applicant's use of ESU facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day.
- j. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other ESU property to their proper location. The clean-up shall be promptly completed. In the event the ESU provides the clean-up service, Applicant agrees to reimburse the ESU for the cost of such clean-up.
- k. Remove any property brought in by the Applicant and by any person attending the activity or event. The ESU is not responsible for any personal property that is left on the premises.

Financial Responsibility. Applicant agrees to:

1. Procure, at its own expense, a Comprehensive General Liability insurance policy naming the ESU as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's use.
2. The insurance requirement is subject to waiver by the Administrator or the Administrator's designee where the intended use presents very little potential for injury or damage and the activity or event is designed to serve the ESU's staff or member schools or students of member schools.
3. Indemnify and hold the ESU, the Board, ESU employees and agents of the ESU harmless from any and all claims, demands, causes of action, or lawsuits for any death or personal injury or damage to property sustained during, caused by or arising out of the Applicant's use of ESU facilities.

Fees for Use.

The ESU Administrator shall establish a daily use fee schedule that establishes rates for specific parts of the ESU facilities. The rates shall be reviewed by the ESU 7 Board on a periodic basis; with the review to occur no less than every two years.

The fee rates shall be in an amount sufficient to cover estimated staff time and direct costs associated with:

1. Processing. Cost of processing the Application, postage, invoicing and coordination of the use.
2. Access. Cost of providing access; such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.
3. Monitoring. Hourly cost of administrative or other professional staff to monitor the Applicant's use to ensure compliance with the terms and conditions of the permitted use.
4. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use and for clean-up after use.
5. Special Equipment. Cost of making special equipment available such as sound and lighting set-up; as ordinarily any permitted use of special equipment will require the presence of a member of the ESU staff who is familiar with proper use of the equipment.

The fee schedule shall be applied evenly to all Applicants, with two exceptions:

1. A different fee may be assessed where the Administrator or Administrator's designee reasonably determines that the Applicant's use will require staff time or cause direct costs different than those used in establishing the fee schedule.
2. A fee waiver or reduced fee rate shall be given for use where the activity or event is designed to serve the ESU's staff or member schools or students of member schools.

Legal Reference:	
Date of Adoption:	December 17, 2018
Date of Revision:	August 16, 2021 June 16, 2025
Date(s) of Review:	October 16, 2023



FACILITIES USE FORM

Name of Organization Making Request: _____ **Date of Request:** _____

Type of Organization and Description of Activity or Event:

____ ESU 7 Public School:
Describe: _____

____ Non Member Organizations (i.e. Non-Public Schools, ESUCC, CCC, NDE or Home School):
Describe: _____

____ Any Other Educational Entity (i.e. NPERS, Election Commission, etc):
Describe: _____

Facilities Requested: Building: _____ **Room:** _____

Dates & Times Requested:

<u>Dates (From – To)</u>	<u>Time (From – To)</u>	<u>Repeating</u>
_____	_____	Yes No
_____	_____	Yes No
_____	_____	Yes No

Details of Use (Attach an additional explanation if needed):

Describe the Type of Activity or Event: _____

Number of Anticipated Users and Participants: _____ Food Served: Yes No

Food ordered by ESU? Yes No Describe: _____
(Please note: ESU 7 does not have the ability to store any leftovers)

Set Up or Tear Down Required by ESU: _____

Special Equipment to be Used (ESU & Organization): _____

The applicant shall procure, at its own expense, a Comprehensive General Liability insurance policy naming the ESU as an additional insured entity. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the Applicant's Use.

<i>Office Use Only</i>			
Certificate of Insurance on File?	Yes	No	Insurance requirement waived? Yes No
Fee/Description	Cost		
Room Rental	\$125 (>4 Hours)	\$75 (<4 Hours)	

Requestor Signature: _____	ESU Administrator Signature: _____
Date: _____	Date: _____



Section 9 - Records Management and Disposition

Article III, Section 9, A Records Management and Disposition

Records Management and Disposition

- a. General Standard. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State's schedules for retention and disposition of public records.
- b. Records Officer. The Administrator is hereby designated as the records officer of the ESU for purposes of this policy. Any questions about the type or category of a record or the required retention period for it should be addressed to the records officer.
- c. Electronic Messages. Electronic messages are communications using an electronic system for the conduct of ESU 7 business internally, between other state and local government agencies, and with parents, students, patrons and others in the outside world. These messages may be in the form of e-mail, electronic document exchange (electronic fax), and electronic data interchange (EDI). In this policy, the terms electronic messages and e-mail are used, depending on the context, to mean the same thing. ESU 7's electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:
 - i. End-User Management. End-user means anyone who creates or receives electronic messages on the ESU's electronic system. Electronic messages are to be managed at the end-user's desktop rather than from a central point. Each end-user is responsible for organizing, managing and disposing of records that are part of his or her desktop computer.
 - ii. Categories for Retention. Electronic messages fall within three categories: (1) transitory messages; (2) records with a less than permanent retention period; and (3) records with a permanent retention period. End-users are to organize, store, retain and dispose of electronic messages according to these three categories. This means determining which electronic messages require long-term retention, determining who is responsible for making this decision, and establishing storage and disposition requirements for electronic messages.
 1. Transitory messages. Transitory messages include copies posted to several persons and casual and routine communications similar to telephone conversations. For example, as determined on an individual case-by-case basis by the end-user, transitory messages include certain embryonic materials, notes or drafts; unwanted and unneeded "junk" mail; "personal" mail for employees not related to ESU business; unsolicited sectarian, religious, partisan, political or commercial messages, or political

advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages. Employees sending or receiving such communications may delete them immediately without obtaining approval.

2. *Less than permanent retention records.* These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. Employees creating or receiving such communications may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records should be referred to the records officer.
3. *Permanent/archival retention records.* These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records should be made by the business manager or ESU Administrator in consultation with NSHS, and the State Records Administrator about either transferring the records or maintaining them in the agency of origin. If the transfer decision is made, the method, frequency and format of the transfer should be determined cooperatively by the records officer, the NSHS, and the State Records Administrator.

iii. Electronic Storage Limitations. ESU 7 utilizes Google Vault to indefinitely store our user's Google Drive and Google Email content digitally.

iv. Proper Use of Electronic Messages.

1. *Non-Discrimination.* Electronic messaging is not permitted to be used to promote discrimination on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, **military or** veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities.
2. *Permissible Use.* Electronic messaging is to be used only for purposes that are consistent with the mission of ESU 7. Electronic messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that represents a form of the employee's compensation. Electronic messaging is not permitted to be used for personal financial gain or for the purpose of campaigning for

or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. Electronic messaging is not permitted to be used for purposes of assisting a non-profit organization except when and to the extent such use serves a purpose consistent with the mission of ESU 7 or facilitates ESU 7 business.

3. *Conduct.* Employees shall not read electronic messages received by another employee when there is no work-related purpose for doing so, send electronic messages under another employee's name without the employee's consent or administrative authorization, or change or alter any portion of a previously sent electronic message without administrative authorization.
4. *Other Regulations.* Electronic messaging is subject to all requirements of ESU 7's computer use policies and may be monitored and accessed at any time without prior notice. ESU 7 has complete authority to regulate all electronic messaging. Electronic messaging is a privilege and not a property right and is not a public forum. Electronic messaging is made available subject to all board policy and regulations, these regulations, administrative guidelines, use agreements, handbook provisions, and all administrative orders or directives as issued from time to time.

Electronic Records. All books, papers, documents, reports, and records kept by the ESU may be retained as electronic records. Minutes of the meetings of the Board may be kept as an electronic record.

Litigation Holds. When litigation against ESU 7 or its employees is filed or threatened, ESU 7 will take all reasonable action to preserve all documents and records that pertain to the issue. Such action will in particular be taken when the litigation may be filed in federal court or otherwise subject to federal rules of discovery.

As soon as ESU 7 is made aware of pending or threatened litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted. E-mail and computer accounts of separated employees that have been placed on a litigation hold will be maintained by the records officer until the hold is released.

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted

by the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

No employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary action, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

Settlement Agreements. A public written or electronic record of all settled claims shall be maintained.

The record for all such claims settled in the amount of fifty thousand dollars or more (or one percent of the total annual budget of the School District, whichever is less) shall include a written executed settlement agreement. The settlement agreement shall contain a brief description of the claim, the party or parties released under the settlement, and the amount of the financial compensation, if any, paid by or to the School District or on its behalf. Any such settlement agreement shall be included as an agenda item on the next regularly scheduled public meeting of the School Board for informational purposes or for approval if required.

Any such settled claim or settlement agreement shall be a public record. Nonetheless, specific portions of the record may be withheld from the public to the extent permitted or provided by statute.

The foregoing does not apply to claims made in connection with insured or self-insured health insurance contracts.

Legal Reference:	§§ 84-712 to 84-712.09; §§ 84-1201 to 84-1227 Laws 2010, LB 742 State Records Administrator Guidelines: Schedule 10: Records of Local School Districts (Feb. 1989) Schedule 24: Local Agencies General Records (March 2005) Electronic Imaging Guidelines (March 2003)
Date of Adoption:	December 17, 2018
Date of Revision:	August 16, 2021 June 16, 2025
Date(s) of Review:	December 18, 2023

Article IV, Section 1, B Equal Opportunity Employment

ESU 7 is an equal opportunity employer. It is the policy of ESU 7 to employ the best qualified applicant for each position without regard to sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, **military or** veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's 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.

There shall be no discrimination by school officials against any employee because of membership or activity in an employee organization or because of protected free speech activities.

Legal Reference:	Title VI--34 CFR §100 et seq. Title VII--42 U.S.C. §2000e, et seq. Title IX--20 U.S.C §1681; 34 CFR 106.1 et seq. ADEA--29 U.S.C. §621 et seq. ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq. Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq. Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§48-1101 to 48-1126; Neb. Rev. Stat §20-168
Date of Adoption:	January 21, 2019
Date of Revision:	August 16, 2021 June 16, 2025
Date(s) of Review:	March 18, 2024

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, **military or** 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
Date of Adoption:	November 18, 2019
Date of Revision:	June 21, 2021 June 16, 2025

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, **military or** 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 June 16, 2025

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, **military or** 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: ~~Marci Ostmeyer~~ **Beth Ericson**, Professional Development Director, 2657 44th Avenue, Columbus, NE 68601 (402) 564-5753 (bericson@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.

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:

- A. Unwelcome sexual advances or propositions,
- B. Requests or pressure for sexual favors,
- C. Comments about an individual's body, sexual activity, or sexual attractiveness,
- D. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- E. 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,
- F. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as awards, privileges, promotions, etc., or
- G. 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 **as determined by the investigator**. 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.~~ **be determined by the investigator and in compliance with any legal requirements**. 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~~ **may, when appropriate or when legally required**, send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within one (1) ~~working day~~ **week** 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 **or a committee of 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 or Committee of the Board may, in its discretion,** issue a written determination about the appeal ~~within thirty (30) days after the party addresses the Board.~~ **The Board or Committee of the Board may, in the alternative, vote on the appeal and send the party the outcome of the vote.** 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 - Discrimination

ESU 7, in response to federal and state regulations for Title IX of the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education, hereby adopts and re-affirms the following policy:

1. The Board of Education affirms its intent to comply with provisions of Title IX - Prohibiting Sex Discrimination in Education.
2. The publication of this statement re-affirms the District's efforts to comply with Title IX to inform citizens of non-discriminatory practices in the dissemination process.
3. The Board of Education hereby authorizes and directs the ESU Administrator, in conjunction with relevant personnel as determined by the ESU Administrator, to adopt and publish grievance procedures providing for prompt and equitable resolution of complaints of sex discrimination in the ESU. Such grievance procedures shall be developed and made publicly available, and such forms as needed shall be developed and made available to the public.

4. The grievance procedures adopted and implemented by the ESU Administrator shall be followed by all individuals with concerns about discriminatory practices in the ESU, including suspected sex discrimination.

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
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ESU 7



Student/Parent Handbook

2025-2026



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 Individualized Education Plan (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 at which time the parents/guardians will be asked to sign the revised document. 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.

CURRICULUM FOCUS AREAS

- Communication & Language Development
- Social & Play Skills
- Independent Self-Care & Daily Living Skills
- Fine & Gross Motor Development
- Pre-Academic & Academic Readiness
- Behavioral Intervention & Self-Regulation

BEHAVIORAL SUPPORT & ASSESSMENT

- System-wide Positive Behavior Supports
- Functional Behavior Assessments (FBA) and Behavior Intervention Plans (BIP) to support and teach appropriate behavior.
- Ongoing skill assessments, including the Assessment of Basic Language and Learning Skills-Revised (ABLLS-R), to monitor progress and refine intervention strategies.
- ABA methodologies such as discrete trial training, verbal behavior analysis, and natural teaching to optimize learning outcomes.



PROGRAM VISION

ESU 7 Bridges is committed to unlocking students' potential by meeting them where they are academically, behaviorally, and socially, building on their strengths to foster meaningful growth.

PROGRAM MISSION

Bridges strives to equip students with the behavioral and academic skills needed to transition successfully to their resident school districts and communities as engaged and capable learners.

VALUES

Bridges fosters a supportive environment centered on:

- Grace
- Resilience & Perseverance
- Generosity
- Engagement
- Compassion
- Responsibility
- Gratitude
- Integrity

CLASSROOM ENVIRONMENT

Bridges provides a structured, nurturing setting designed for students who have not responded, for whom a traditional classroom does not meet their educational needs. The students are supported by specialized educators and therapists. Sensory rooms, calm-down areas, and individualized instruction create an optimal learning environment that prioritizes comfort, safety, and engagement.

PROGRAM GOALS & TRANSITION PLANNING

The ultimate objective of Bridges is to prepare students for reintegration into their home school districts by developing essential skills in communication, self-regulation, and adaptive behavior. Through collaboration with families and district educators, the program ensures a smooth transition, empowering students to succeed in mainstream educational settings.

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CONTACT INFORMATION

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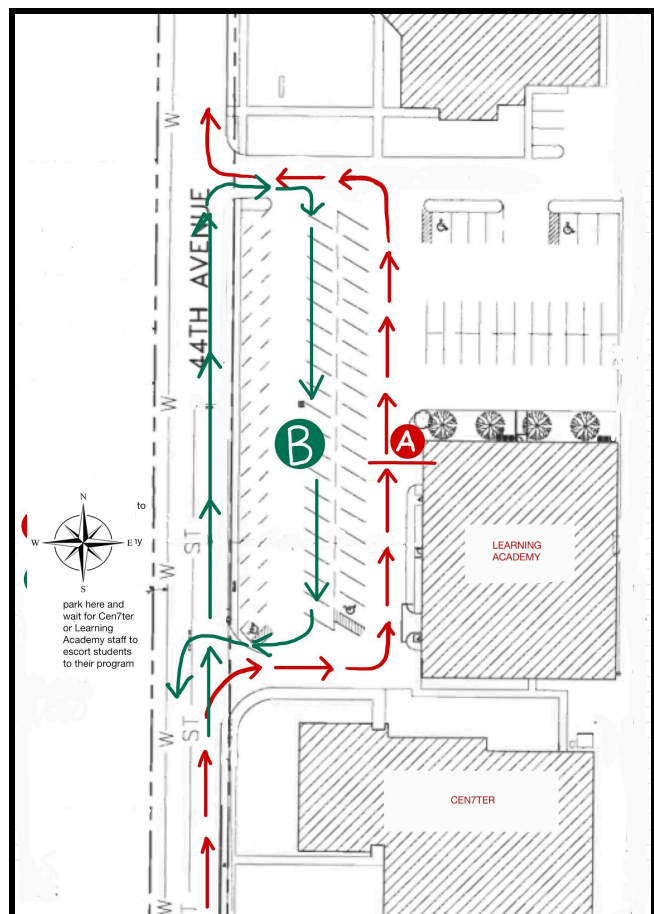
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LOCATION

The Bridges is located in the South 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 Bridges (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 Bridges 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 IEP team 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 Bridges after the application process is complete and with Bridges 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 9:30 AM. Students can be picked up as early as 2:20 PM.

LATE ARRIVAL AND EARLY DEPARTURE INSTRUCTIONS

Notify the Bridges 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, 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 Bridges (Ex. tobacco, alcohol, drugs, gang affiliation, profanity, etc.). Footwear must be safe and appropriate for the activities of the day. Hats are not permitted to be worn in the class by students without permission. Any admittance will need to go through the Student Services Principal.
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 Bridges 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 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 Services Principal and ESU 7 administration.
- OR Their parent/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 Student Services 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 Bridges is required to maintain an accurate record of student attendance. If a student must be absent, it is the parent/guardian's responsibility to notify the resident school district secretary. Your resident school district will contact Bridges. Parents/guardians may also contact Bridges. Students are expected to follow the ESU 7 Calendar. Exceptions to this policy will be considered through the Student Services Principal.

Parents/guardians are also required to notify the resident school district AND the Bridges 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 Bridges teacher on a quarterly basis. If you have any questions regarding the report, please call and schedule a conference time with your child's Bridges teacher.

IEP CONFERENCES

An 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 Bridges teacher and arrange a time to meet.

TRANSPORTATION

[Article V, Section 10, A Safe Pupil Transportation Plan](#) (Reviewed May 2024)

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

Day Trip Provided by properly trained ESU 7 personnel in ESU 7 pupil transportation vehicles. Contact the 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 described in Article V, Section 10, A [Safe Pupil Transportation Plan Policy](#) will be followed during the immediate incident and additional plans may be developed that ties into the behavior program for your child.

LUNCH

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

The Bridges 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 Bridges 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/guardians are encouraged via health promotional materials to make healthy choices for student lunches.

USDA CIVIL RIGHTS COMPLAINT PROCESS

Follow this procedure for Accepting and Filing Complaints of Discrimination in the School Meals Program

- **RIGHT TO FILE A COMPLAINT:** Any person alleging discrimination based on race, color, national origin, sex, age or disability has a right to file a complaint within 180 days of the alleged discriminatory action.
- **ACCEPTANCE:** All complaints, written or verbal, shall be accepted by the School Food Authority (SFA) and forwarded to the Administrator of the Nebraska Department of Education - Nutrition Services within five days. It is necessary that the information be sufficient to determine the identity of the agency or individual toward which the complaint is directed, and to indicate the possibility of a violation. Anonymous complaints shall be handled as any other complaint.
- **VERBAL COMPLAINTS:** In the event that a complainant makes the allegation verbally or through a telephone conversation and refuses or is not inclined to place such allegations in writing, the person to whom the allegations are made shall write up the elements of the complaint for the complainant. Every effort should be made to have the complainant provide the following information:
 - Name, address and telephone number or other means of contacting the complainant.
 - The specific location and name of the entity delivering the program service or benefit.
 - The nature of the incident(s) or action(s) that led the complainant to feel discrimination was a factor
 - The basis on which the complainant feels discrimination exists (race, color, national origin, sex, age or disability).

- The names, titles and addresses of persons who may have knowledge of the discriminatory action(s).
- The date(s) during which the alleged discriminatory action occurred, or if continuing, the duration of such actions.

Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- Mail: U.S. Department of Agriculture
 - Office of the Assistant Secretary for Civil Rights
 - 1400 Independence Avenue, SW
 - Washington, D.C. 20250-9410
- Fax: (202) 690-7442; or
- Email: program.intake@usda.gov

This institution is an equal opportunity provider.

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 Bridges 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 when the ‘feel like’ temperature is at or below



25 degrees or during inclement weather, exercise will be structured in the Activity Room. Excessive heat activities will be left to the discretion of the Student Services Principal or designee.

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 Bridges, students earn access to activities, technology, tangibles, and other privileges through the demonstration of the target behaviors outlined in their IEP/ Behavior Intervention Plan (BIP) and compliance with school rules and expectations. There may be a fee when large items have been broken. Discipline response will need to follow the student's IEP and 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 Bridges 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 Bridges calendar. Please note this calendar may differ from the resident district calendar.

- Follow the ESU 7 Calendar.
- If the main offices of ESU 7 are closed due to inclement weather, the Bridges will also be closed.
- If your resident district is closed due to inclement weather, your child will not attend Bridges.
- If the main offices of ESU 7 are opening late, the Bridges schedule will adjust to the opening of the main offices.
- If the resident district has a late start, AND travel to the Bridges is safe after school resumes, your child may attend Bridges.
- If travel is unsafe, the decision for transporting your child to the Bridges will be made by the resident school districts in collaboration with ESU 7 Student Services Principal.

Parents/guardians will be notified via the current electronic messaging system. The following locations may also be accessed for closings, cancellations, and late starts: Facebook, X, 1011 News, KSNB Local4, WeatherThreat, KLIR 101(AlphaMedia).

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. Bridges 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/guardians is important to creating a successful school experience for our students. Two-way communication between Bridges, 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/guardians, Bridges staff, and students are discouraged.

Parents/guardians 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/guardians are encouraged to be in frequent contact with their child's Bridges teacher through email and/or phone calls.

If you need to call the Bridges to visit with your child's teacher, please do so between 7:30-9:30 AM or 2:30-4:30 PM. Bridges 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.

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/guardians about the child's day. Students are expected to return the data sheet each day with a parent/guardian signature.

STUDENT AND STAFF RELATIONSHIPS

All students and Bridges 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. Please see [Article V, Section 1, A Policy of Non-Discrimination](#) for extensive listing of protected groups.
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 Bridges 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, the staff member will work with students(s) on the problem and help resolve it in a positive manner at the student's developmental level.

VISITING SCHOOL

Parent(s)/guardian(s) are always welcome as Bridges visitors. If you would like to visit, please contact the Student Services Principal to schedule a time. When visiting Bridges, 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 Bridges or on social media without written parent/guardian 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 Bridges 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 Bridges 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/guardian and resident school district to address the problem in the BIP.

CALM DOWN ROOM

Calm Down rooms are used for a variety of reasons for students at Bridges. 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 calm down 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 calm down 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 calm down rooms are made to provide that space. Please see the section regarding seclusion for more details.

PUPIL SUPPLIES

The Bridges 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 May 2024)

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

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 May 2024)

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

Bridges has established the following student wellness goals that are designed to promote student wellness in a manner that Bridges 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 Bridges 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 Bridges 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 Bridges 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 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 Bridges, it is understood that all students have an IEP, which will provide the basis for the Wellness Policy guidelines.

4. Development of Policy

Bridges 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, E Emergency Medical Aid](#) (Reviewed May 2024)

[Article V, Section 7, B Dispensing Medication policy](#) (Reviewed May 2024)

Many of the students in the Bridges are medically fragile (susceptible to illnesses 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 (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 medications



- 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 Student Services Principal. When a student needs to be sent home, Bridges will contact the resident district for transport or the student's parent/guardian.

Minor injuries will be treated by Bridges staff who have been trained in First Aid and CPR. 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 students, Educational Service Unit 7 personnel shall only administer medications to students when following directions specified in a medication policy. Bridges 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 May 2024)

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 ESU 7 staff 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/guardian or resident school district personnel when accompanied by a signed/dated permission to do so by the parent/guardian. When medication is received, the amount received should be documented. Medication that is either past the expiration date or not claimed by the parent/guardian a reasonable time following the student’s departure from the ESU program shall be destroyed. Disposal of medications are handled through a third party.
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. 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.
- c. Routes of Medication Administered by ESU Personnel
 - i. Routine Medication via Oral, Inhalation, Topical, and Installation Routes. 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. 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. A medication-competent staff member will be trained to administer medications by injection administration. Students may be authorized to self-administer medication as hereafter provided.
 - d. 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/guardian and the physician.

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

RESPONSE TO LIFE-THREATENING 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 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. (Located in medical 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/guardians 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 labeled cupboard in the office of each building.

As a parent/guardian, 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 Bridges is a priority. In the event one of the following occurs, staff will respond as indicated

- Student leaves campus without permission - staff may 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.
- Bridges 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 Bridges staff and students to maintain safety at Bridges. They may contact the local police department in safety-related situations requiring their assistance.

Parents/guardians 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 May 2024)

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 CAMPUS

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



1. 911 may be called and the 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 Bridges
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/guardian.

WEAPONS

Possession and/or use of any object or material that is ordinarily or generally considered a weapon in any ESU 7 building, on the ESU 7 campus, in any vehicle owned, leased, or contracted by the ESU 7, being used for Bridges purpose, or in a vehicle being driven for a Bridges purpose by a Bridges employee or his or her designee, or at any Bridges 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 Bridges by the ESU 7 Administrator, Special Education Director, or Student Services Principal. Law enforcement officials, parents/guardians, and the resident school district will be called by the Administrator, Special Education Director, or Student Services Principal.

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

1. Contact local law enforcement agency
2. Contact parents/guardians
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, observed by a staff member, appears to have manufactured, distributed, dispensed, possessed, or used alcohol/drug/other controlled substances (or facsimile) will be considered in violation of ESU 7 policy and will be sanctioned according to Nebraska State Statutes. Parents/guardians 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 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. This guidance expands to any ESU 7 off campus activity.

SEARCH AND SEIZURE

[Article V, Section 6, B, Search and Seizure](#) (Reviewed May 2024)

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/guardians
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 May 2024)

The use of physical restraint and/or seclusion of students by Bridges 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 students, staff, self, or others. The Educational Service Unit 7 Board of Education and the administration of Bridges 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 Bridges 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/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. Parents/guardians will be notified 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/guardians, unless the parent/guardian has provided the ESU a written waiver of this requirement for notification. The parent/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 Bridges 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 May 2024)

Students enrolled in ESU 7 Bridges that are determined to be a threat to themselves, others, the property of Bridges, or any surrounding properties to the Bridges 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 May 2024)

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 Bridges hereby gives this statement of compliance and intend to comply with all state and federal laws prohibiting discrimination. ESU 7 and Bridges intend to take all necessary measures to assure compliance with all laws against any prohibited form of discrimination. ESU 7 and Bridges 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 Dr. Beth Ericson, Professional Development Director/Title IX Coordinator, 2657 44th Avenue, Columbus, NE 68601 (402) 564-5753 (bericson@esu7.org). [Title IX Policy of Non-Discrimination](#).

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 lots, and other common areas in and around ESU 7 where privacy is not expected.



SCHOOL CALENDAR 2025-2026



LA/7 Student Start Teacher Work Day - No Students Unit Closed LA/7 Student End

August 2025 calendar grid with color-coded days (purple, green, grey).

September 2025 calendar grid with color-coded days (red, green, grey).

October 2025 calendar grid with color-coded days (green, grey).

November 2025 calendar grid with color-coded days (green, red, grey).

December 2025 calendar grid with color-coded days (red, green, grey).

January 2026 calendar grid with color-coded days (red, grey).

February 2026 calendar grid with color-coded days (green, grey).

March 2026 calendar grid with color-coded days (green, red, grey).

April 2026 calendar grid with color-coded days (red, grey).

May 2026 calendar grid with color-coded days (green, black, grey).

June 2026 calendar grid with color-coded days (grey).

July 2026 calendar grid with color-coded days (red, grey).





STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT
2025-2026

After reading this document and meeting with the Bridges intake team, I understand and agree with the contents of the Educational Service Unit 7 Bridges 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, and/or
- Posting pictures of the group on social media platforms, and/or
- 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/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

Student's Signature

Date _____

Parent/Guardian Signature

Date _____

Student Services Principal or Designee Signature

Date _____





STUDENT CONTACT INFORMATION
2025-2026

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 _____

Do you want this number to get ESU 7 School Messenger notifications? ___ Yes ___ No

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 _____

Do you want this number to get ESU 7 School Messenger notifications? ___ Yes ___ No

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
2025-2026

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

* Any medication given at school MUST be accompanied by a doctor's prescription and in the original packaging with an attached label from the pharmacy.

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



Child's 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 Bridges staff to provide prescription medications(s) as listed above.
- _____ I agree to notify Bridges 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/guardian 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.





**STUDENT'S AGREEMENT FOR ACCEPTABLE USE OF COMPUTERS AND NETWORKS
2025-2026**

In order to make sure that all members of the Bridges 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 Bridges and access to the Internet. I further understand that any violation of the Bridges guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. Bridges disciplinary action and/or appropriate legal action will be taken.

Student's Name _____

Student's Signature _____ Date _____

Parent/Guardian has read and understands this document. Parent/Guardian Initials _____

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





**PARENT'S AGREEMENT FOR ACCEPTABLE USE OF COMPUTERS AND NETWORKS
2025-2026**

In order to make sure that all members of the Bridges 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/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.

At ESU 7, staff sometimes use or implement online applications and software that might share a student's information with third party applications. Federal and state law impose requirements on the student data that can (and cannot) be shared with outside entities. In addition, parents and guardians may opt out of any online program or software that shares student data with any third-party application. Unless a parent or guardian opts out of any program or software, the District will assume that parents and guardians consent to their students accessing the applications and software tools at school. If a parent or guardian is requesting to opt out, please contact the Student Services Principal at (402) 564-0815.

I agree not to hold 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/Guardian Signature _____ Date _____

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





**MEDIA PERMISSION FORM
2025-2026**

Student _____

I give permission for my child to

- have his/her name and/or image appear in any
Yes____ **No**____ Local newspaper, local magazine, or T.V. (news) story highlighting projects and events at Bridges
Yes____ **No**____ ESU 7 owned social media platforms, or other online media to highlight projects and events at the Bridges.
- 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 Student Services 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
2025-2026**

Student _____

I give permission for my child to

Yes_____ **No**_____ for the Bridges 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 _____





PARTICIPATION IN ACTIVITIES
2025-2026

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, ESU 7 owned vehicles, 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, ESU 7 owned vehicles, or by local transport companies.

Parent/Guardian Signature _____ Date _____





MEDICATION DELIVERY INFORMATION FOR PARENTS
2025-2026

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

Health care provider and parent/guardian 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: Student Services Principal. 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 an 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 _____





**PARENTAL AUTHORIZATION AND RELEASE FORM FOR ADMINISTRATION OF
OVER-THE-COUNTER MEDICATIONS
2025-2026**

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

Student Name _____

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

1. The medication staff will administer non-medicinal interventions 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/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 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 packaging. (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 Bridges.

I hereby authorize the Bridges 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.
402-564-0815 Ex. 1008



ESU 7

Cen7ter

Student/Parent Handbook

2025-2026



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 an 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 at which time the parents/guardians will be asked to sign the revised document. 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.

PROGRAM VISION

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

PROGRAM 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 Chief Administrator

Marci Ostmeyer

402-564-5753 ext. 1001

mostmeyer@esu7.org

ESU 7 Student Services Principal

Cara Neesen

402-564-0815 ext. 1008

cneesen@esu7.org

Teacher

Meridith Riha

402-564-0815 ext. 1054

mriha@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

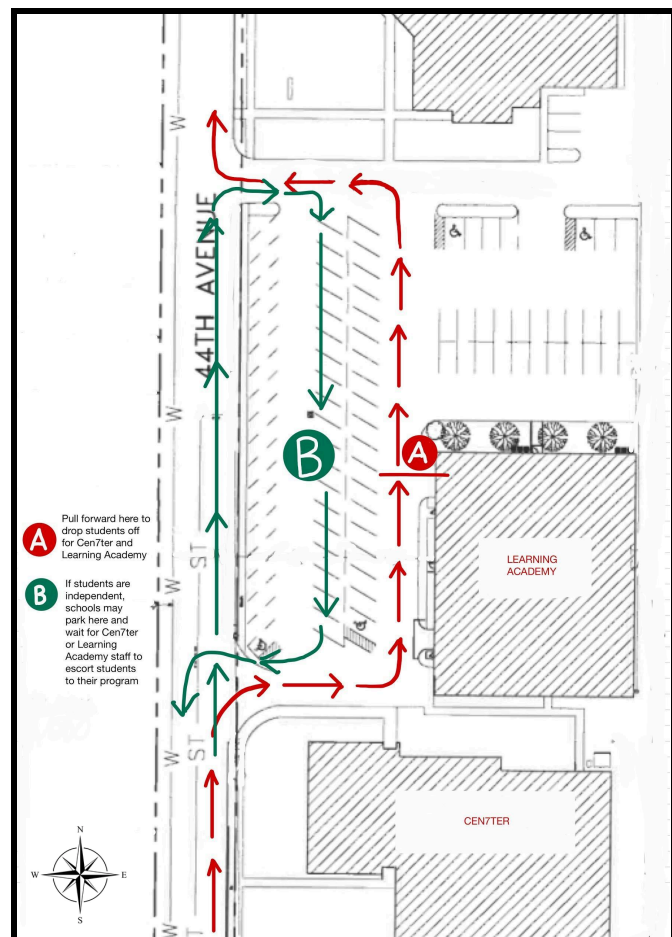
rburgess@esu7.org

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 a 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 Individualized Education Plan 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 9:30 AM. Students can be picked up as early as 2:20 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, 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. Hats are not permitted to be worn in the class by students without permission. Any admittance will need to go through the Student Services Principal.
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 the 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 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 Services Principal and ESU 7 administration.
 - OR Their parent/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 Student Services 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/guardian's responsibility to notify the resident school district secretary. Your resident school district will contact the Cen7ter. You may also contact the Cen7ter. Students are expected to follow the ESU 7 Calendar. Exceptions to this policy will be considered through the Student Services Principal.

Parents/guardians 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 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

[Article V, Section 10, A Safe Pupil Transportation Plan](#) (Reviewed May 2024)

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 properly trained ESU 7 personnel in ESU 7 pupil transportation vehicles. Contact the 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 described in Article V, Section 10, A [Safe Pupil Transportation Plan Policy](#) will be followed during the immediate incident and additional plans 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 students 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 when the 'feel like' temperature is at or below 25 degrees or during inclement weather, exercise will be structured in the Activity Room. Excessive heat activities will be left to the discretion of the Student Services Principal or designee.

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.

- Follow the ESU 7 Calendar.
- 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.

Parents/guardians will be notified via the current electronic messaging system. The following locations may also be accessed for closings, cancellations, and late starts: Facebook, X, 1011 News, KSNB Local4, WeatherThreat, KLIR 101(AlphaMedia).

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/guardians, 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. Please see [Article V, Section 1, A Policy of Non-Discrimination](#) for extensive listing of protected groups.
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 or 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/Behavior Intervention Plan (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/guardian 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/guardian 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 May 2024)

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 Cen7ter. Harassment of students, staff, or visitors by other students will not be tolerated at the Cen7ter. This policy is in effect while students are on the ESU 7 campus, Cen7ter property, or on property within the jurisdiction of the Cen7ter; while attending or engaged in school activities; and while away from the Cen7ter if the misconduct directly affects the good order, efficient management, and welfare of the school. Such assaults may result in removal from the Cen7ter, an IEP review, or police reports with charges being filed. If a physical assault occurs, the Cen7ter will contact the parent/guardian.

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](#) (Reviewed May 2024)

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:

- 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 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 Dispensing Medication policy](#) (Reviewed May 2024)

[Article V, Section 7, E Emergency Medical Aid](#) (Reviewed May 2024)

Many of the students in the Cen7ter are medically fragile (susceptible to illnesses 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 medications
- 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 Student Services Principal. When a student needs to be sent home, Cen7ter will contact the resident district for transport or the student's parent/guardian.

Minor injuries will be treated by Cen7ter staff who have been trained in First Aid and CPR. 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 students, 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, B Dispensing Medication](#) policy annually.

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



Educational Service Unit 7 Process for Administering Medications

Article V, Section 7, B Dispensing Medication policy (Reviewed May 2024)

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 ESU 7 staff 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/guardian or resident school district personnel when accompanied by a signed/dated permission to do so by the parent/guardian. When medication is received, the amount received should be documented. Medication which is either past the expiration date or not claimed by the parent/guardian a reasonable

time following the student's departure from the ESU program shall be destroyed. Disposal of medications are handled through a third party.

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. 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: 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: 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. A medication competent staff member will be trained to administer medications by 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/guardian and the physician.

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

RESPONSE TO LIFE-THREATENING 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 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. (Located in medical 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/guardians 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/guardian, 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 may notify 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 threat and take appropriate steps to help ensure safety.
- Cen7ter 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 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/guardians 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 May 2024)

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 CAMPUS

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

1. 911 may be called and the 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/guardians

WEAPONS

Possession and/or use of any object or material that is ordinarily or generally considered a weapon in any ESU 7 building, on the ESU 7 campus, 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 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/guardians, 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/guardians
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, observed by a staff member, appears to have manufactured, distributed, dispensed, possessed, or used alcohol/drug/other controlled substances (or facsimile) will be considered in violation of ESU 7 policy and may be sanctioned according to Nebraska State Statutes. Parents/guardians 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/guardians
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. This guidance expands to any ESU 7 off campus activity.

SEARCH AND SEIZURE

[Article V, Section 6, B, Search and Seizure](#) (Reviewed May 2024)

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/guardians
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 May 2024)



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 students, staff, self, or others. 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 records. 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.

LAW ENFORCEMENT NOTIFICATION OF STUDENTS WITH A VERIFIED DISABILITY

[Article V, Section 5, D, Removal of Students and Interview of Students Policy](#) (Reviewed May 2024)

Students enrolled in ESU 7 Cen7ter that are determined to be a threat to themselves, others, the property of Cen7ter, or any surrounding properties to the Cen7ter 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 May 2024)

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.

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 Cen7ter 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 Dr. Beth Ericson, Professional Development Director/Title IX Coordinator, 2657 44th Avenue, Columbus, NE 68601 (402) 564-5753 (bericson@esu7.org). [Title IX Policy of Non-Discrimination.](#)

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, and/or
- Posting pictures of the group on social media platforms, and/or
- 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.

Cen7ter

SCHOOL CALENDAR 2025-2026



LA/7 Student Start
 Teacher Work Day - No Students
 Unit Closed
 LA/7 Student End

August 2025

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 2025

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October 2025

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November 2025

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December 2025

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January 2026

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February 2026

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March 2026

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29	30	31				

April 2026

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May 2026

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24	25	26	27	28	29	30
31						

June 2026

S	M	T	W	Th	F	Sa
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28	29	30				

July 2026

S	M	T	W	Th	F	Sa
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12	13	14	15	16	17	18
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26	27	28	29	30	31	





STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT
2025-2026

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, and/or
- Posting pictures of the group on social media platforms, and/or
- 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/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

2025-2026

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 _____

Do you want this number to get ESU 7 School Messenger notifications? ___ Yes ___ No

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 _____

Do you want this number to get ESU 7 School Messenger notifications? ___ Yes ___ No

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
2025-2026**

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 packaging with attached label from the pharmacy.

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



Child's 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/guardian 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.



**STUDENT'S AGREEMENT FOR ACCEPTABLE USE OF COMPUTERS AND NETWORKS
2025-2026**

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 _____

Parent/Guardian has read and understands this document. Parent/Guardian Initials _____

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





PARENT'S AGREEMENT FOR ACCEPTABLE USE OF COMPUTERS AND NETWORKS
2025-2026

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/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.

At ESU 7, staff sometimes use or implement online applications and software that might share a student's information with third party applications. Federal and state law impose requirements on the student data that can (and cannot) be shared with outside entities. In addition, parents and guardians may opt out of any online program or software that shares student data with any third-party application. Unless a parent or guardian opts out of any program or software, the District will assume that parents and guardians consent to their students accessing the applications and software tools at school. If a parent or guardian is requesting to opt out, please contact the Student Services Principal at (402) 564-0815.

I agree not to hold 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/Guardian Signature _____ Date _____

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





**MEDIA PERMISSION FORM
2025-2026**

Student _____

I give permission for my child to

- have his/her name and/or image 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 social media platforms, 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 Student Services 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
2025-2026

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 _____





**PARTICIPATION IN ACTIVITIES
2025-2026**

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, ESU 7 owned vehicles 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, ESU 7 owned vehicles or by local transport companies.

Parent/Guardian Signature _____ Date _____





**MEDICATION DELIVERY INFORMATION FOR PARENTS
2025-2026**

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

Health care provider and parent/guardian 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: Student Services Principal. 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 _____





**PARENTAL AUTHORIZATION AND RELEASE FORM FOR ADMINISTRATION OF
OVER-THE-COUNTER MEDICATIONS
2025-2026**

The undersigned is the parent/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 medication staff will administer non-medicinal interventions 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/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 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 packaging. (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.
402-564-0815 Ex. 1008





Student/Parent Handbook

2025-2026



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 Individualized Education Plan (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 at which time the parents/guardians will be asked to sign the revised document. 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.

PROGRAM 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.

PROGRAM 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 Chief Administrator

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Tami Clay

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Executive Assistant

Angie Arndt

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ESU 7 Student Services Principal

Cara Neesen

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Mental Health Practitioner

Kassi Cornwell

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Mental Health Practitioner

Sonya Sukup

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Teacher

Anne Baptiste

402-564-0815 ext. 1043

abaptiste@esu7.org

Teacher

Brooke Hemmer

402-564-0815 ext. 1012

bhemmer@esu7.org

Teacher

Lee Rasmussen

402-564-0815 ext. 1041

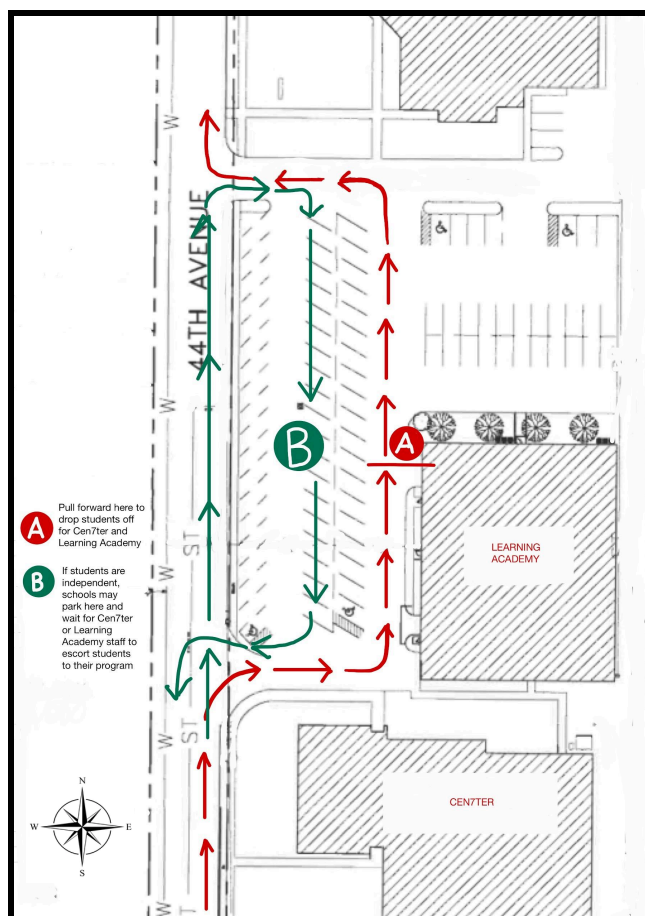
lasmussen@esu7.org

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 IEP team 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 9:30 AM. Students can be picked up as early as 2:20 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.

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, 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. Hats are not permitted to be worn in the class by students without permission. Any admittance will need to go through the Student Services Principal.
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 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 Services Principal and ESU 7 administration.
 - OR Their parent/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 Student Services 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/guardian's responsibility to notify the resident school district secretary. Your resident school district will contact the Learning Academy. Parents/guardians may also contact the Learning Academy. Students are expected to follow the ESU 7 Calendar. Exceptions to this policy will be considered through the Student Services Principal.

Parents/guardians 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 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

[Article V, Section 10, A Safe Pupil Transportation Plan](#) (Reviewed May 2024)

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 properly trained ESU 7 personnel in ESU 7 pupil transportation vehicles. 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 described in Article V, Section 10, A Safe Pupil Transportation Plan Policy will be followed during the immediate incident and additional plans 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/guardians are encouraged via health promotional materials to make healthy choices for student lunches.

USDA CIVIL RIGHTS COMPLAINT PROCESS

Follow this procedure for Accepting and Filing Complaints of Discrimination in the School Meals Program

- **RIGHT TO FILE A COMPLAINT:** Any person alleging discrimination based on race, color, national origin, sex, age or disability has a right to file a complaint within 180 days of the alleged discriminatory action.
- **ACCEPTANCE:** All complaints, written or verbal, shall be accepted by the School Food Authority (SFA) and forwarded to the Administrator of the Nebraska Department of Education - Nutrition Services within five days. It is necessary that the information be sufficient to determine the identity of the agency or individual toward which the complaint is directed, and to indicate the possibility of a violation. Anonymous complaints shall be handled as any other complaint.
- **VERBAL COMPLAINTS:** In the event that a complainant makes the allegation verbally or through a telephone conversation and refuses or is not inclined to place such allegations in writing, the person to whom the allegations are made shall write up the elements of the complaint for the complainant. Every effort should be made to have the complainant provide the following information:
 - Name, address and telephone number or other means of contacting the complainant.
 - The specific location and name of the entity delivering the program service or benefit.

- The nature of the incident(s) or action(s) that led the complainant to feel discrimination was a factor
- The basis on which the complainant feels discrimination exists (race, color, national origin, sex, age or disability).
- The names, titles and addresses of persons who may have knowledge of the discriminatory action(s).
- The date(s) during which the alleged discriminatory action occurred, or if continuing, the duration of such actions.

Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- Mail: U.S. Department of Agriculture
 - Office of the Assistant Secretary for Civil Rights
 - 1400 Independence Avenue, SW
 - Washington, D.C. 20250-9410
- Fax: (202) 690-7442; or
- Email: program.intake@usda.gov

This institution is an equal opportunity provider.



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 when the 'feel like' temperature is at or below 25 degrees or during inclement weather, exercise will be structured in the Activity Room. Excessive heat activities will be left to the discretion of the Student Services Principal or designee.

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, the district and Learning Academy team will decide on the courses the student will take using an online learning platform or paper/pencil academics will be sent from the district depending on the students needs. Completed paper/pencil work will be returned to the resident school district. All online learning will be reported at least quarterly to districts and each course completed will be reported to districts to add to the students' transcripts. Learning Academy staff will support students with a goal of returning/reporting 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/ Behavior Intervention Plan (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. There will be a \$20 fee when large items have been broken. Discipline response will need to follow the student's IEP and 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.

- Follow the ESU 7 Calendar.
- 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.

Parents/guardians will be notified via the current electronic messaging system. The following locations may also be accessed for closings, cancellations, and late starts: Facebook, X, 1011 News, KSNB Local4, WeatherThreat, KLIR 101(AlphaMedia).

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/guardians 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/guardians, Learning Academy staff, and students are discouraged.

Parents/guardians 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/guardians 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. Please see [Article V, Section 1, A Policy of Non-Discrimination](#) for extensive listing of protected groups.
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 or 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/guardian 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/guardian 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.

LEVEL SYSTEM

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

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 Student Services 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.

- When a student enters Level 0, it will constitute a BIP review
- 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/Student Services Principal
 - Processing with staff and or peers involved
 - Meeting with the mental health practitioner
 - Completing restitution plan

Level 1

- Participating in class with peers
- Access to board and card games
- Access to wholeness room
- Access to gym and gym equipment
- Access to technology for schoolwork
- To transition to level 2, students must meet their daily academic and behavioral goals 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 (PS1). The targets and goals of this individualized plan must be met before the student can progress through the regular level one programming. A PS1 program may be necessary for students who need additional individualization to progress through the leveled program.

Level 2

- All Level 1 privileges
- Technology privileges - at designated reward times, students can use technology for school-appropriate entertainment and games.
- Monday Clubs
- To transition to level 3, students must meet their daily academic and behavioral goals for 5 or 10 days (dependent on age or ability) which will be set by the team.

Level 3

- All Level 1 and 2 privileges
- Field trips (educational with Learning Academy staff here local and/or resident school district class activities). May look into privileges for whole class educational field trips (i.e. VR)

- Friday Funday (i.e. The Friday Funday activity for the day is to go off-campus bowling, a student then can use their Learning Academy dollars to "buy" their trip to the bowling alley.)
- Choice seating at transition to level 4, students must meet their daily academic and behavioral goals for 5 or 10 days (dependent on age or ability) which will be set by the team. With the last 5 days being consecutive. If students do not have consecutive days, they will be moved to Level 3 Day 1.

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, students must meet their daily academic and behavioral goals for 5 or 10 days (dependent upon age or ability) which will be set by the team. With the days being consecutive. If students do not have consecutive days, they will be moved to Level 4 Day 1.

Level 5

- 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
 - Students 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.

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/guardians 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 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 May 2024)

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 campus, 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/guardian.

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 May 2024)

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 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 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, E Emergency Medical Aid](#) (Reviewed May 2024)

[Article V, Section 7, B Dispensing Medication policy](#) (Reviewed May 2024)

Many of the students in the Learning Academy are medically fragile (susceptible to illnesses 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 (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 medications
- 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 Student Services Principal. When a student needs to be sent home, Learning Academy will contact the resident district for transport or the student’s parent/guardian.

Minor injuries will be treated by Learning Academy staff who have been trained in First Aid and CPR. 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 students, 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 May 2024)

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 ESU 7 staff 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/guardian or resident school district personnel when accompanied by a signed/dated permission to do so by the parent/guardian. When medication is received, the amount received should be documented. Medication that is either past the expiration date or not claimed by the parent/guardian a reasonable time following the student's departure from the ESU program shall be destroyed. Disposal of medications are handled through a third party.
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:

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.

c. Routes of Medication Administered by ESU Personnel

i. Routine Medication via Oral, Inhalation, Topical, and Installation Routes. 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. 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. A medication-competent staff member will be trained to administer medications by injection administration. Students may be authorized to self-administer medication as hereafter provided.

- d. **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/guardian and the physician.

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

RESPONSE TO LIFE-THREATENING 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 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. (Located in medical 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/guardians 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 labeled cupboard in the office of each building.

As a parent/guardian, 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 may 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/guardians 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 May 2024)

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 CAMPUS

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

1. 911 may be called and the 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/guardian.

WEAPONS

Possession and/or use of any object or material that is ordinarily or generally considered a weapon in any ESU 7 building, on the ESU 7 campus, 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/guardians, 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/guardians
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, observed by a staff member, appears to have manufactured, distributed, dispensed, possessed, or used alcohol/drug/other controlled substances (or facsimile) will be considered in violation of ESU 7 policy and will be sanctioned according to Nebraska State Statutes. Parents/guardians 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 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. This guidance expands to any ESU 7 off campus activity.

SEARCH AND SEIZURE

[Article V, Section 6, B, Search and Seizure](#) (Reviewed May 2024)

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/guardians
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 May 2024)

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 students, staff, self, or others. 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/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. Parents/guardians will be notified 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/guardians, unless the parent/guardian has provided the ESU a written waiver of this requirement for notification. The parent/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 May 2024)

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 May 2024)

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 Dr. Beth Ericson, Professional Development Director/Title IX Coordinator, 2657 44th Avenue, Columbus, NE 68601 (402) 564-5753 (bericson@esu7.org). [Title IX Policy of Non-Discrimination](#).

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 lots, 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, and/or
- Posting pictures of the group on social media platforms, and/or
- 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 2025-2026



LA/7 Student Start Teacher Work Day - No Students Unit Closed LA/7 Student End

August 2025 calendar grid with color-coded days (purple, green, red, black).

September 2025 calendar grid with color-coded days (red, green).

October 2025 calendar grid with color-coded days (green, red).

November 2025 calendar grid with color-coded days (green, red).

December 2025 calendar grid with color-coded days (green, red).

January 2026 calendar grid with color-coded days (red).

February 2026 calendar grid with color-coded days (green, red).

March 2026 calendar grid with color-coded days (green, red).

April 2026 calendar grid with color-coded days (red).

May 2026 calendar grid with color-coded days (green, black).

June 2026 calendar grid with color-coded days (green).

July 2026 calendar grid with color-coded days (red).





**STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT
2025-2026**

After reading this document and meeting with the Learning Academy intake team, I understand and agree with 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, and/or
- Posting pictures of the group on social media platforms, and/or
- 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/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
2025-2026

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 _____
Do you want this number to get ESU 7 School Messenger notifications? ___ Yes ___ No
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 _____
Do you want this number to get ESU 7 School Messenger notifications? ___ Yes ___ No
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

2025-2026

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

* Any medication given at school MUST be accompanied by a doctor’s prescription and in the original packaging with an attached label from the pharmacy.

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



Vision problems	
Child's 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/guardian 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.





**STUDENT'S AGREEMENT FOR ACCEPTABLE USE OF COMPUTERS AND NETWORKS
2025-2026**

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 _____

Parent/Guardian has read and understands this document. Parent/Guardian Initials _____

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





**PARENT'S AGREEMENT FOR ACCEPTABLE USE OF COMPUTERS AND NETWORKS
2025-2026**

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/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.

At ESU 7, staff sometimes use or implement online applications and software that might share a student's information with third party applications. Federal and state law impose requirements on the student data that can (and cannot) be shared with outside entities. In addition, parents and guardians may opt out of any online program or software that shares student data with any third-party application. Unless a parent or guardian opts out of any program or software, the District will assume that parents and guardians consent to their students accessing the applications and software tools at school. If a parent or guardian is requesting to opt out, please contact the Student Services Principal at (402) 564-0815.

I agree not to hold 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/Guardian Signature _____ Date _____

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





MEDIA PERMISSION FORM
2025-2026

Student _____

I give permission for my child to

- have his/her name and/or image 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 social media platforms, 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 Student Services 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
2025-2026

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** _____ 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 _____





PARTICIPATION IN ACTIVITIES
2025-2026

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, ESU 7 owned vehicles, 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, ESU 7 owned vehicles, or by local transport companies.

Parent/Guardian Signature _____ Date _____





**MEDICATION DELIVERY INFORMATION FOR PARENTS
2025-2026**

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

Health care provider and parent/guardian 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: Student Services Principal. 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 an 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 _____





**PARENTAL AUTHORIZATION AND RELEASE FORM FOR ADMINISTRATION OF
OVER-THE-COUNTER MEDICATIONS
2025-2026**

The undersigned is the parent/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 medication staff will administer non-medicinal interventions 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/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 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 packaging. (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.
402-564-0815 Ex. 1008





Employee Handbook

2025-2026

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**When a handbook item is denoted with an asterisk (*), a companion document may be found in the appropriate ESU 7 Google Shared Drive.*

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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 periodically approved by the ESU 7 Board. 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, supports, customizes, and innovates with and for 19 school districts in seven counties, 13,003 students, 1,390 teachers, 65 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 1, A Policy of Non-Discrimination Policy](#)

- a) As an equal opportunity employer, Educational Service Unit 7 will 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 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 Dr. Beth Ericson, Professional Development Director/Title IX Coordinator, 2657 44th Avenue, Columbus, NE 68601 (402) 564-5753 (bericson@esu7.org). [Title IX Policy of Non-Discrimination](#).

2. One Year Calendar

- a) The Board of Education approves a one-year calendar
- b) Calendars are available online* and on the ESU 7 website

3. Vision

To be a leader in innovative service delivery, ESU 7 prioritizes three areas: people, services, and efficiency

- a) People: To be a family centered place to work where people are inspired to continue to grow
- b) Services: Provide innovative services for school districts to meet current and anticipate future needs
- c) Efficiency: Maximize our services by scaling them up to optimize outcomes

4. Mission

The mission of ESU 7 is to provide leadership and support by delivering customized and innovative services.

5. Beliefs

We believe in...

- (1) People first
- (2) Leading with trust and reliability
- (3) Customized and innovative services
- (4) Best practice expertise
- (5) Intentional data driven service planning
- (6) Authentic collaboration
- (7) Maximizing efficiencies

6. Board of Education Members

Richard Stephens, District 1
Beth Kabes, District 2
Amy Blaser, District 3
Clark Lehr, District 4
Jack Young, District 5

Bob Arp, District 6
Karen Gomez, District 7
Doug Pauley, District 8
Joyce Baumert, District 9
Marni Danhauer, District 10
Don Graff, District 11
Dawn Lindsley, District 12

7. 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. 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 Education

(2) On Matters Involving Professional Development

- (a) Professional Development Coordinator
- (b) Professional Development Director
- (c) Administrator
- (d) Board of Education

(3) On Matters Involving Special Education (non-Level III Programs)

- (a) Special Education Coordinator
- (b) Special Education Director
- (c) Administrator
- (d) Board of Education

(4) On Matters Involving Level III Programs

- (a) Teacher
- (b) Student Services Principal
- (c) Special Education Director
- (d) Administrator
- (e) Board of Education

(5) On Matters Involving Technology

- (a) Network Operations Director
- (b) Administrator
- (c) Board of Education

(6) On Matters Involving Facilities, Vehicles, ESU 7 Campus

- (a) Custodian
- (b) Administrator
- (c) Board of Education

(7) On Matters Involving Leadership

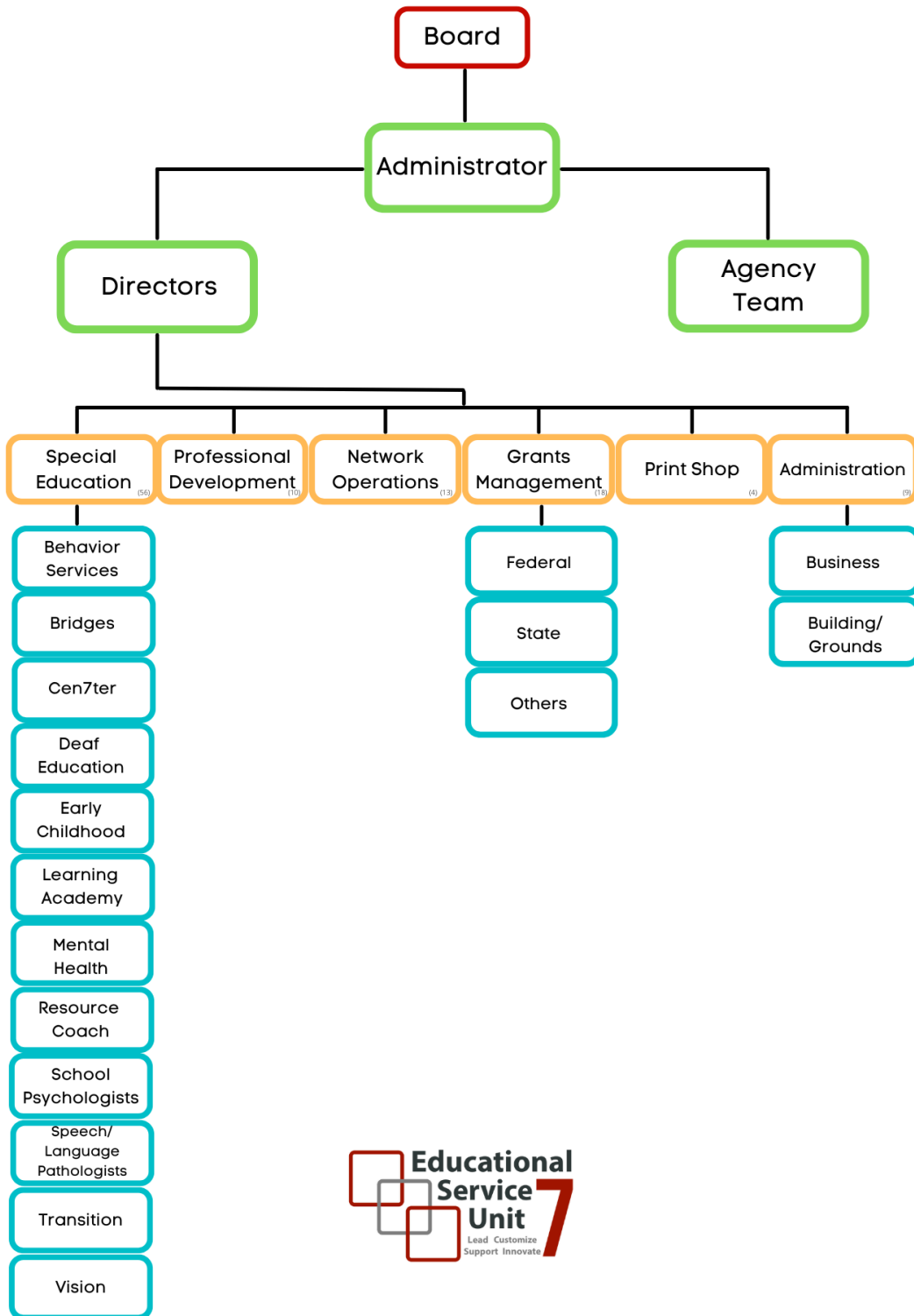
- (a) Coordinator
- (b) Director
- (c) Administrator
- (d) Board of Education

(8) On Matters Involving Print Shop

- (a) Print Shop Coordinator
- (b) Administrator
- (c) Board of Education

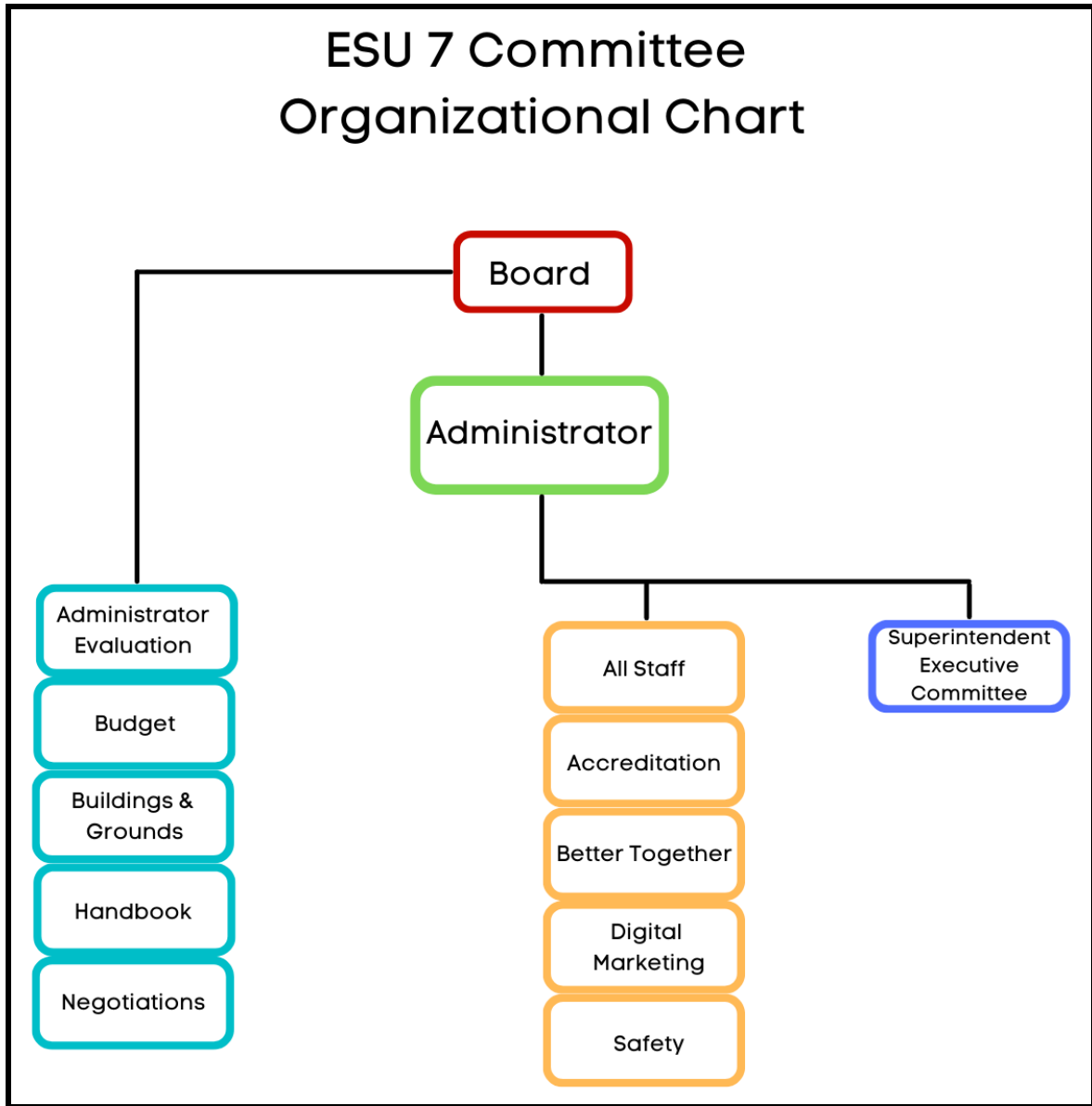
b) Organizational Chart

ESU 7 Organizational Chart



When a handbook item is denoted with an asterisk (), a companion document may be found in the appropriate ESU 7 Google Shared Drive.

c) Committee Chart



B. Orientation/Onboarding

1. Each newly hired employee will participate in orientation/onboarding.
2. Orientation/onboarding will provide the new employee basic procedures and information necessary to begin work.
3. Topics for orientation/onboarding 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.

**When a handbook item is denoted with an asterisk (*), a companion document may be found in the appropriate ESU 7 Google Shared Drive.*

D. Work Day

See [Article IV, Section 8, A Fair Labor Standards Act Policy](#) (Minimum Wage & Overtime)

1. Business Hours
 - 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 AM Monday until 11:59 PM 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) The Chief Administrator has 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 the established emergency notification system, Facebook, X, 1011 News, KSNB Local4, WeatherThreat, or KLIR 101 AlphaMedia 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. During ESU 7 regular operating calendar, the 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 is being completed while on work time.
3. Accrual, banking, or accumulating 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/\$3,800 HSA Deductible Blue Cross/Blue Shield Single Policy \$10,738.56/or \$894.88/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/\$3,800 HSA Deductible Blue Cross/Blue Shield Single Policy \$10,738.56/or \$894.88/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/\$3,800 HSA Deductible Blue Cross/Blue Shield Single Policy \$10,738.56/or \$894.88/mo. (prorated to your FTE). The difference in premiums will go towards the employee's portion of premium or to their HSA. \$14,899.68 or \$1,241.64/mo. available if Emp/Child, Emp/Spouse or Family coverage is needed.

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, Insurance
2. Dependent Care

F. Optional Benefits - All Employees at Employee Expense

1. Transamerica Insurance
2. Vision Insurance
3. Additional \$150,000 Life Insurance (available for spouse/ dependents)
4. Payroll deductions for 403b plans
5. Payroll deductions for HSA plans
6. 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) 3 Days Personal
 - b) Prorated if working less than 245 days.
2. Professional 12 Month Employees - 200-225 Days
 - a) 3 Days Personal
 - b) Prorated if working less than a twelve month contract.

3. Master Agreement 9 Month Employees - 185 Days
 - a) 3 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 - 200-225 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 - 200-225 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 Non-Immediate Family Bereavement
2. Professional 12 Month Employees - 200-225 Days
 - a) 3 Days Family Bereavement
 - b) 1 Day Non-Immediate Family Bereavement
3. [Master Negotiated Agreement](#) 9 Month Employees - 185 Days
 - a) 3 Days Family Bereavement
 - b) 2 Days Personal Friend or Other Relative Bereavement
 - c) Employees may request 2 additional bereavement days without loss of pay from the SPED Director or designee for the funeral of a personal friend or relative not included in the immediate family. Leave granted will be charged against sick leave.

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

When a handbook item is denoted with an asterisk (), a companion document may be found in the appropriate ESU 7 Google Shared Drive.

specified date to sign and return. Failure to return the contract by the designated date may indicate 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 signed and returned to the Administrator or designee on or before a specified date to sign and return. Failure to return the contract by the designated date may indicate 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 may indicate 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. Said file is available either in print or electronically.
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 paper folder with Administrator or designee present, but may not take the contents out of the folder and off the ESU 7 campus. Employees have access to their electronic file using a login/password system without edit access.
6. Employees may make a copy of the paper 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 students and themselves.
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. 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.

J. Mother's Room

Identified areas are posted in the North Building, South Building, and Learning Academy.

K. Drug-Free Workplace/Campus

See [Article III, Section 7, B Tobacco Policy](#)

See [Article IV, Section 5, A Drug-Free Workplace/Campus 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.

L. 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.

M. 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.

N. 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
Formal evaluations are generally completed one time a year

O. Exit Conference

All employees voluntarily 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

When a handbook item is denoted with an asterisk (), a companion document may be found in the appropriate ESU 7 Google Shared Drive.

- B. ESU 7 employees will be issued appropriate technology devices as job duties require
- C. ESU 7 employees will be offered end of life computers for purchase following the necessary [Computer End of Life Purchase Procedure for Employees.](#)

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.
3. ESU 7 will follow all safety recommendations from the state and local health officials.

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, except for designated time for events. Doors are accessible with ESU 7 issued key cards based on job responsibilities. Any employees without key cards may request access to enter by buzzing in.

2. The Warehouse doors are locked at all times.

D. 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.

VIII. Transportation

Article V, Section 11, B Safe Driving Standard for Drivers

- A. Each employee responsible for pupil transportation will complete the necessary training.
- B. Each person who drives students in an ESU 7 pupil transportation vehicle shall adhere to safe driving standards as described in ESU 7 policy.
- C. Each person who drives an ESU 7 vehicle for purposes other than pupil transportation shall adhere to safe driving standards as described in ESU 7 policy.

ESU 7

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

2024-2025

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 with any additional changes included.*

RESOLUTION APPROVING CERTAIN STAFF TRAININGS

WHEREAS, during the 2024 legislative session, the Legislature enacted LB 1329; and,

WHEREAS, LB 1329 defers to each Board of Education to determine the reasonable length of time for certain staff training requirements; and

WHEREAS, to ensure that the ESU’s planned training requirements for the 2025-2026 school year comply with these statutory requirements, the Board of Education adopts this Resolution to find and determine that the following training requirements are reasonable in scope and length.

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby determines as follows:

1. The following trainings are reasonable in both length and scope and the Chief Administrator or designee shall identify the ESU staff who shall be trained as follows:

Subject	Required by	Source of Training	Approximate Length of Training
Behavioral Awareness	Neb. Rev. Stat. § 79-3603	ESUCC	55 minutes
Bullying: Recognition & Response Refresher		SafeSchools	25 minutes
FERPA: Confidentiality of Records		SafeSchools	20 minutes
Slips, Trips and Falls		SafeSchools	16 minutes
Suicide Prevention	Neb. Rev. Stat. § 79-2,146	ESU 7 Mental Health Team	1 hour
Title IX	Federal	SafeSchools	45 minutes

2. The Chief Administrator or designee is authorized to implement additional training requirements for staff if the Chief Administrator or designee determines that additional training would be in the best interest of the ESU and/or is otherwise required by law.

3. The Chief Administrator or designee is further authorized to deviate from the source of these training requirements if any unexpected circumstances arise and the Chief Administrator or designee determines that it is in the best interests of the ESU to require a different training(s).

4. All ESU staff who are directed to attend or participate in any training requirement(s) must complete such training(s) in good faith and in accordance with this Resolution and the directives of the Chief Administrator or designee.

This Resolution shall continue until or unless modified by a vote of the majority of a quorum of the Board of Education.

DATED this 16th day of June, 2025.

Educational Service Unit 7

BY: _____
Board President

ATTEST:

Board Secretary

Election Information - Nominating Committee and NASB Board of Directors

2 messages

Sallie Horky <shorky@nasbonline.org>
To: Sallie Horky <shorky@nasbonline.org>

Thu, May 8, 2025 at 10:56 AM

Board Members,

This year we will have one, at-large seat on our Nominating Committee and two, at-large seats on our Board of Directors that will need to be filled by the end of our annual Delegate Assembly. Please consider nominating yourself or someone on your board for these seats. The duties of these seats are attached in the two documents. If you are interested in serving, please complete the form(s) attached and return the form(s) to me no later than June 27th, 2025.

In August, the current NASB Board of Directors will review the nominations for the one at-large seat on the Nominating Committee. The Board will approve one person from the nominations and will send that name to the Delegate Assembly for a final vote. The person selected will serve a 2-year term from November 2025 to November 2027.

In September, the current Nominating Committee will meet to review the nominations for the two at-large positions for the Board of Directors. The Committee will approve two people from the nominations and will send those names to the Delegate Assembly for a final vote. Those who are selected will serve a 2-year term from November 2025 to November 2027. **If your district or ESU currently has a board member on our Board of Directors, you will be unable to nominate a board member per our Bylaws, Article IX – Board of Directors, subsection 1e.**

There are no region director positions up for election on our Board of Directors this year.

If you have any questions about these positions, please let me know. Thank you!

Sallie

Sallie Horky

Chief Operating Officer



1311 Stockwell Street, Lincoln, NE 68502

Direct: 402-817-0303, Office: 800-422-4572

Cellular: 402-450-7346, FAX: 402-858-4603

www.NASBonline.org | Twitter: @NASBonline

My Strengths: Harmony, Consistency, Responsibility, Discipline, Communication

NASB Bylaws
Article X - Committees

- B. Nominating Committee, shall annually elect members of the Executive Committee and shall nominate members to serve as at-large members of the Board of Directors to the Delegate Assembly.
1. The Nominating Committee shall consist of eight members. The Secretary of the Board of Directors, four members of the Board of Directors, and three at-large members shall make up the Nominating Committee.
 2. The Chairperson shall be the Secretary of the Board of Directors.
 3. The four members of the Board of Directors shall serve two-year terms staggered. In August 2024, the Board of Directors shall appoint two members to serve a one-year term and two members to serve a two-year term. Terms start at the conclusion of Delegate Assembly. Each year after 2024, the Board of Directors shall appoint two members to serve a two-year term.
 4. The three at-large members of the Nominating Committee shall be elected by the Delegate Assembly. The terms of the at-large members shall be two years staggered. Annually, the Board of Directors shall forward names of members of the Association to the Delegate Assembly for election to the Nominating Committee. Individual members of the Association in good standing may be nominated from the floor of Delegate Assembly. A majority of a quorum of the Delegate Assembly shall elect members of the Nominating Committee. Prior to the Delegate Assembly in 2024, the Board of Directors shall nominate one member to serve a one-year term, and two members to serve a two-year term. Each Delegate Assembly after 2024 at-large terms shall be two years.
 5. Annually, the Nominating Committee shall nominate members to serve as at-large members of the Board of Directors to the Delegate Assembly for election to the board.
 6. The first meeting of the Nominating Committee following the 2024 Delegate Assembly, the Board of Directors shall appoint a temporary Chairperson of the Nominating Committee. Following the election of the first Secretary of the Board of Directors, the Secretary shall serve as the Chairperson.

7. The Nominating Committee shall develop a process to fill vacancies in the Board of Directors and the Executive Committee.
8. Vacancies in the Nominating Committee shall be filled by the Board of Directors.



NASB Nominating Committee Nomination Form At-Large Seats

THIS FORM MUST BE RECEIVED AT NASB BY JUNE 27, 2025

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____
Home Work Cellular

Email Address: _____

Local Board Service

Name of local school board: _____

Years of service on local board: _____

Attendance record on local board: (past 3 yrs.) _____

Current office held on local school board: _____

Past offices held on local school board: _____

Association Participation

State Conferences: _____

National Conventions: _____

Workshops: _____

Awards Received: _____

Other Education-Related Public Service

Commissions, Task Forces, and Committees: _____

Personal Information

Occupation: _____

Educational Background: _____

Community Activities: _____

Awards and Recognitions: _____

Education Passion: _____

Why do you want to serve on the NASB Nominating Committee?

This nomination is submitted by:

Name of NASB Member District or ESU: _____

Name of Board President or Vice President: _____

Date: _____

By checking this box, I assert the board president or vice president has read the completed Nomination Form and verifies its authenticity.

**Return to: NASB
Sallie Horky
1311 Stockwell St., Lincoln, NE 68502
Or via e-mail to shorky@nasbonline.org**

1.23 Board of Directors Responsibilities (adopted 11/15/05, amended 11/14/07, 6/18/16, 3/28/20)

A. Responsibilities

1. Meetings

- a. NASB Board of Directors Meetings - Attend and participate in all meetings (normally January, March, June, August and November). Note: The first four meetings are held on a Saturday in Lincoln at the NASB office; the November meeting is held in conjunction with State Conference in Omaha. To be excused from a Board meeting, Directors should notify the NASB office before the meeting date. In the event of inclement weather, infectious disease situation or any other situation that could put the health and wellbeing of our Board at risk, the Executive Committee has the authority to change any given board meeting from an in person meeting to a remote meeting via conference call or other technology.
 - b. Annual Planning Meeting - The annual planning meeting is generally held in conjunction with the January Meeting.
 - c. Area Membership Meetings - Participate in the Area Membership Meetings that serve your NASB Region, and fulfill related duties as assigned. Directors from the Metro districts, as well as the Executive Board, could expand their roles to assist with other larger regions. These duties would be assigned by the President.
 - d. Annual State Conference - Held in November of each year.
 - e. Educational seminars sponsored by the Association - especially those held in your respective region.
2. Serve as a member of one or more standing committees to which appointed. Committees include: Audit, Board Development, Executive, Legislation, Membership Relations, Nominating, Programs and Oversight and any special committees deemed necessary.
3. Act as liaison between the school districts within the NASB Region and the NASB Board of Directors.
- a. Provide a direct connection to the board for the local school district(s) in the Director's region.
 - b. Promote the services provided by the Association for the individual needs of each board within a region.

- c. A relative representative who represents a shared perspective of the issues impacting local school districts.
 - d. A resource.
 - e. Contact the NASB member school districts within the region you serve.
 - f. Be prepared at each Board of Directors Meeting to give a brief report on the contacts, responses and information shared with your member school districts.
4. Maintain contact with state senators representing the NASB Region to which the director is elected.

B. Duties

The Board of Directors shall:

1. implement the purposes of the Association and exercise general supervision over its affairs;
2. attend the annual Delegate Assembly and implement policies and programs adopted by that body;
3. enter into such agreements with other agencies to plan, implement, and administer projects, activities, and services designed to improve its member boards as it deems necessary;
4. act upon the Nominating Committee's recommended candidate for Vice President;
5. act upon appointments to committees;
6. recommend establishment of committees;
7. review boundaries of districts and make necessary adjustments in accordance with the Bylaws of the Association;
8. employ and evaluate the Executive Director under such terms of employment and at such salary as it may determine, to manage the affairs of the Association;
9. act upon the employment, evaluation, and salary of other personnel;
10. employ an independent certified public accountant to audit the financial records of the Association and submit an annual audit report to the Board of Directors for its adoption; and
11. adopt an annual budget.



**NASB Board of Directors
Nomination Form
At-Large Seats**

THIS FORM MUST BE RECEIVED AT NASB BY JUNE 27, 2025

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____
Home Work Cellular

Email Address: _____

Local Board Service

Name of local school board: _____

Years of service on local board: _____

Attendance record on local board: (past 3 yrs.) _____

Current office held on local school board: _____

Past offices held on local school board: _____

Association Participation

State Conferences: _____

National Conventions: _____

Workshops: _____

Awards Received: _____

Other Education-Related Public Service

Commissions, Task Forces, and Committees: _____

Personal Information

Occupation: _____

Educational Background: _____

Community Activities: _____

Awards and Recognitions: _____

Education Passion: _____

Why do you want to serve on the NASB Board of Directors?

This nomination is submitted by:

Name of NASB Member District or ESU: _____

Name of Board President or Vice President: _____

Date: _____

By checking this box, I assert the board president or vice president has read the completed Nomination Form and verifies its authenticity.

**Return to: NASB
Sallie Horky
1311 Stockwell St., Lincoln, NE 68502
Or via e-mail to shorky@nasbonline.org**



ESU 7 Goals 2024-2025: Board and Administrator

Board of Education

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

Administrator

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



April 2025 - June 2025

**QUARTERLY
UPDATE**

COMPONENT 1: RELATIONS WITH THE BOARD

- Policies Reviewed:
 - Article I, Section 6, A Concept of Administration
 - Article I, Section 6, B Administrator
 - Article I, Section 6, C Duty and Function of the Administrator
 - Article III, Section 1, D Requests, Cost and Payment
 - Article III, Section 1, F Special Education Cooperative
 - Article III, Section 6, B Notice of Budget Meeting
 - Article III, Section 7, G Internet Safety Policy
 - Article IV, Section 9, Q Voting Leave
 - Article IV, Section 10, A Professional Employees Defined
 - Article IV, Section 10, B Qualifications and Assignment
 - Article IV, Section 10, B Supervision, Assignment, and Evaluation When Serving Schools
 - Article IV, Section 9, R Unpaid Leave
 - Article IV, Section 2, A Staff Handbooks and Job Descriptions
 - Article V, Section 5, C Use of Restraints and Seclusion
 - Article V, Section 5, D Removal of Students and Interview of Students
 - Article V, Section 5, E Animals at ESU 7
 - Article V, Section 6, A Student/Parent Handbook
 - Article V, Section 6, B Search and Seizure
 - Article V, Section 6, C Anti-Bullying
 - Article V, Section 7, A Prohibition on Mandatory Medication
 - Article V, Section 7, B Dispensing Medications
 - Article V, Section 7, C Student self-Management of Asthma, Anaphylaxis and Diabetes
 - Article V, Section 7, E Emergency Medical Aid
 - Article V, Section 7, F Wellness
 - Article V, Section 8, A Required Trainings
 - Article V, Section 9, A Procedures for Control of Infections Diseases
 - Article V, Section 9, B Emergency Closure of ESU 7 Buildings
 - Article V, Section 9, C Emergency Exclusion of Persons from ESU 7
 - Article V, Section 10 A Student Fees
 - Article V, Section 11, A Safe Pupil Transportation Plan
 - Article V, Section 11, B Safe Driving Standards for Drivers
 - Administrator Board Report: April, May, and June
 - ESUCC Updates to Board: April and May
 - **Committee Meetings:**
 - Buildings & Grounds - April
 - Evaluation - May, June
 - Handbook - May
 - Email Communication: Construction updates, Legislative updates, Board packets, NASB Board, and DYKs
 - Monthly Meeting with Board President: April, May, and June
 - Monthly Meeting with Board Vice President: April, May and June
- Board members who Utilize Health Insurance: currently no board members

Board Goal 1: By July 2025, the ESU 7 board will have advertised for a Chief Administrator, completed the interview process, sent a contract, hired a Chief Administrator, made the announcement, and begun the onboarding process.

Goal Percentage: 100%

COMPONENT 2: COMMUNITY RELATIONSHIPS

- Attend and Participate in ESUCC/NDE Collaborative Planning Meetings: Ongoing
- Partnership Opportunities Since April 1:
 - ESU Coordinating Council Leadership Meetings - 1x/month
 - Directors Meetings - 2x/month
 - Agency Team Meetings - 1x/month
- Zoom Meetings with Senator Hughes & Superintendents: April and May
- Working on the construction projects with Rutt's and BD Construction and RVW.
- Met with Mike Kennedy to create specs for playground and opened the bids.

Board Goal 3: By July 2025, the ESU 7 board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured. Goal Percentage: 25%

Board Goal 4: By July 2025, the ESU 7 board will continue to use the operationalized communication materials detailing tailored services and outcomes at scheduled visits to each district. Goal Percentage: 100%

Agency Team Goal: By January 2025, ESU 7 will plan, prepare and evaluate a professional development regional conference for stakeholder schools and internal ESU 7 staff. Goal Percentage: 100%

Cen7ter Goal: By the end of the 24-25 school year, Cen7ter will increase communication with families by creating a Facebook page to promote family engagement. Goal Percentage: 75%

Grants Goal: By May 2025, the Grants team will have increased visibility, knowledge, and awareness of our services to all school staff. Goal Percentage: 75%

Title IC Goal: By May 2025, the ESU 7 MEP team will organize and facilitate six in-person Family and Community Engagement meetings across the 33-county region to increase parental participation in educational activities and support student success. Goal Percentage: 100%

Psychology Goal: By May 2025, the School Psychology department will create tools for districts to use to keep track of evaluation timelines and provide education to resource staff and administrators on how to use the tools. Goal Percentage: 100%

Vision Goal: By May 2025, the Vision Department will create a brochure to hand out stating our department services and individual roles. Goal Percentage: 75%

COMPONENT 3: STAFF AND PERSONNEL RELATIONSHIPS

- Agency Team Meetings: April, May
- Committee Meetings: All-Staff Planning, Support Staff
- Weekly Transition Meetings with New Chief Administrator (Marci): April, May and June
- All-Staff Meeting: May
- Director Meetings: April, May and June
- Ongoing Staff Evaluation and Goal Setting
- Bi-weekly walk throughs for visibility with staff
- Monthly emails regarding updates and construction progress
- Legislative Communication/Visibility
- Annual Board Recognition Dinner: April

Agency Team Goal: By January 2025, ESU 7 will plan, prepare and evaluate a professional development regional conference for stakeholder schools and internal ESU 7 staff. Goal Percentage: 100%

Administration Goal: By July 2025, the Administration Department will review procedures for consistency in all departments, in communication to districts and within the agency. Goal Percentage: 100%

Bridges Goal: By next August, all Bridges staff will be trained on how to implement the VB-MAPP, PECS, PEAK, and Structured Teach. Goal Percentage: 40%

Early Childhood Goal: ESU Early Childhood team will learn 2 new statutes and gather 12/15 individual district policies on opting out and parent choice policies by March 2025. Goal Percentage: 100%

Learning Academy Goal: With the addition of a new program (future class), we will reimagine, rearrange, and be flexible with our limited space as demonstrated by meeting the following objectives: Student break space within the classroom, Clear expectations/agreements of shared spaces, Clear communication about space usage, Functional spaces so it is efficient for anyone using it. Goal Percentage: 100%

Speech Goal: By May of 2025, the SLP Department will increase the consistency of the evaluation process across clinicians by developing a procedural checklist and report template. Goal Percentage: 100%



COMPONENT 4: EDUCATIONAL LEADERSHIP

- Superintendent Meeting: April
- Spring Superintendent visits: April
- Meetings with Lakeview and Columbus Public School Leadership: Monthly
- Agency Team Meetings: April, May
- Director Meetings: April, May, June
- Weekly Transition Meetings with New Chief Administrator (Marci): April, May and June
- NNNC meetings: Monthly
- NCNE (Nebraska Cybersecurity Network for Education) Meetings: Monthly
- ESU Coordinating Council Leadership Meetings: Monthly
- ESUCC/MTSS (Rule 84) Discussions: Ongoing
- 5th Annual ESU 7 Administrator's Golf Tournament

Board Goal 2: By July 2025, the ESU 7 board will attend at least two professional/personal learning events annually. Goal Percentage: 66%

Agency Team Goal: By January 2025, ESU 7 will plan, prepare and evaluate a professional development regional conference for stakeholder schools and internal ESU 7 staff. Goal Percentage: 100%

Early Childhood Goal: ESU Early Childhood team will learn 2 new statutes and gather 12/15 individual district policies on optioning and parent choice policies by March 2025. Goal Percentage: 100%

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
- Fiscal Monitoring review of all grant funded programs with NDE: April and May

Board Goal 1: By July 2025, the ESU 7 board will have advertised for a Chief Administrator, completed the interview process, sent a contract, hired a Chief Administrator, made the announcement, and begun the onboarding process. Goal Percentage: 100%

Administration Goal 2: By July 2025, the Administration Department will develop an invoicing system with the ARS in LINQ. Goal Percentage: 75%

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, Jan Marie, Morgan)
- Monthly Meeting with Grant Writer (Michelle Olson)
- Daily Secretary Meetings

COMPONENT 7: PROFESSIONAL GROWTH

- ESUCC Committees and ESUCC/Board Meetings: April and May
- NNNC Discussions: April, May and June

Agency Team Goal: By January 2025, ESU 7 will plan, prepare and evaluate a professional development regional conference for stakeholder schools and internal ESU 7 staff. Goal Percentage: 100%

Bridges Goal: By next August, all Bridges staff will be trained on how to implement the VB-MAPP, PECS, PEAK, and Structured Teach. Goal Percentage: 40%

Early Childhood Goal: ESU Early Childhood team will learn 2 new statutes and gather 12/15 individual district policies on optioning and parent choice policies by March 2025. Goal Percentage: 100%

SIGNIFICANT AGENCY INITIATIVES

Significant improvements, additions, initiatives in the current Agency Improvement Cycle (since March 2024)

- Pupil transportation and vehicle expansion
- Crosswalk signage and school zone signage
- New HVAC System in North Building
- Bridges Classrooms Construction in South Building
- Playground Construction

VISION, MISSION, BELIEFS

Vision:

To be a leader in innovative service delivery, ESU 7 prioritizes three areas: people, services, and efficiency.

- People: To be a family centered place to work where people are inspired to continue to grow.
- Services: Provide innovative services for school districts to meet current and anticipate future needs.
- Efficiency: Maximize our services by scaling them up to optimize outcomes.

Mission:

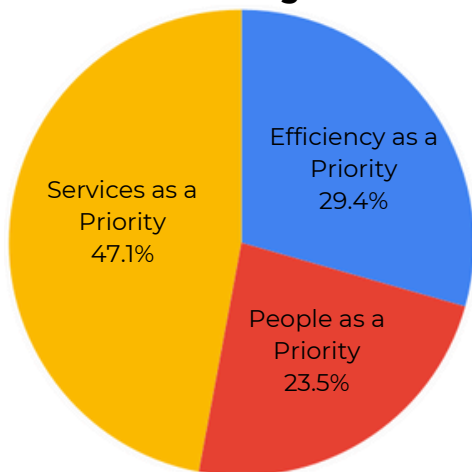
- The mission of ESU 7 is to provide leadership and support by delivering customized and innovative services.

Beliefs:

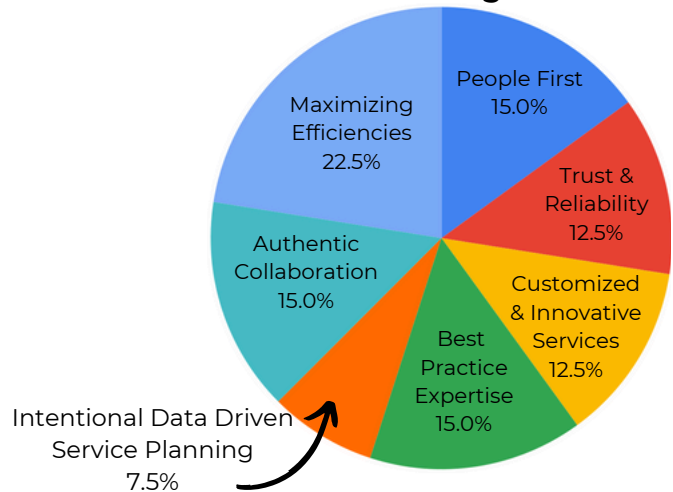
We believe in...

- People first
- Leading with trust and reliability
- Customized and innovative services
- Best practice expertise
- Intentional data driven service planning
- Authentic collaboration
- Maximizing efficiencies

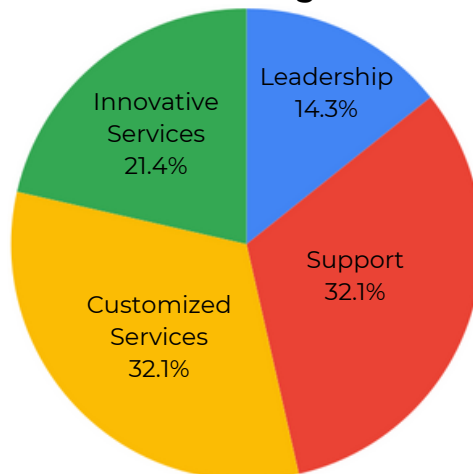
Vision Categories



Beliefs Categories



Mission Categories



GOALS AND PROGRESS

Board of Education

- **Goal 1:** By July 2025, the ESU 7 board will have advertised for a Chief Administrator, completed the interview process, sent a contract, hired a Chief Administrator, made the announcement, and begun the onboarding process.
 - **Progress:** In December the ESU 7 board hired Marci Ostmeier as the Chief Administrator of ESU 7 for the 2025-26 school year.
 - Goal Percentage: 100%
- **Goal 2:** By July 2025, the ESU 7 board will attend at least two professional/personal learning events annually.
 - **Progress:** Seven of the 12 board members have been to two professional/personal learning events. Two board members have been to one.
 - Goal Percentage: 66%
- **Goal 3:** By July 2025, the ESU 7 board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured.
 - **Progress:** Board members along with a Director have attended board meetings for Fullerton, Clarkson, Boone Central, Osceola and East Butler.
 - Goal Percentage: 25%
- **Goal 4:** By July 2025, the ESU 7 board will continue to use the operationalized communication materials detailing tailored services and outcomes at scheduled visits to each district.
 - **Progress:** Board members along with a Director have attended board meetings for Fullerton and Clarkson. Communication materials were detailed and tailored for each district specific to the services the district receives from ESU 7.
 - Goal Percentage: 100%

Administrator

- **Goal 1:** By June 30, 2025, the Administrator will enhance the climate and culture at ESU 7 by maintaining the implementation of the processes and procedures for data collection, prioritizing and goal development for individual and team growth and development.
 - **Progress:** Continued to provide guidance to follow current policy and procedures in place and support staff with goal development and growth.
 - Goal Percentage: 100%
- **Goal 2:** By June 30, 2025, the Administrator will facilitate the completion of the HVAC system and construction in the South Building for the Bridges program.
 - **Progress:** The HVAC project in the North Building has been completed with only a few minor adjustments yet to balancing the equipment and training staff with the new system. The Bridges classrooms in the South Building have been completed and only a few final details are needed to get final approval by the Fire Marshal. The board approved the bid for the construction of the playground with BD construction and Burke Playground equipment at the April board meeting. Construction work should begin soon with completion early Fall.
 - Goal Percentage: 90%

Directors

- By July 2026, ESU 7 will use an established process to measure implementation and impact of targeted services.
 - **Progress:** Updated the services and access document for SIMPL. Dan piloted some impact with Lan Managers. Collected data from SLPS on IEP goals. PD has refined on/off campus survey to include implementation/impact data.
 - Goal Percentage: 75%

GOALS AND PROGRESS

Agency Team

- By January 2025, ESU 7 will plan, prepare and evaluate a professional development regional conference for stakeholder schools and internal ESU 7 staff.

Departments

• Administration

- By July 2025, the Administration Department will review procedures for consistency in all departments, in communication to districts and within the agency.
- By July 2025, the Administration Department will develop an invoicing system with the ARS in LINQ.

• Bridges

- By next August, all Bridges staff will be trained on how to implement the VB-MAPP, PECS, PEAK, and Structured Teach.

• Cen7ter

- By the end of the 24-25 school year, Cen7ter will increase communication with families by creating a Facebook page to promote family engagement.

• Early Childhood

- ESU Early Childhood team will learn 2 new statutes and gather 12/15 individual district policies on optioning and parent choice policies by March 2025.

• Grants

- By May 2025, the Grants team will have increased visibility, knowledge, and awareness of our services to all school staff.

• Learning Academy

- With the addition of a new program (future class), we will reimagine, rearrange, and be flexible with our limited space as demonstrated by meeting the following objectives:
 - Student break space within the classroom
 - Clear expectations/agreements of shared spaces
 - Clear communication about space usage
 - Functional spaces so it is efficient for anyone using it

• Mental Health

- The LMHP team will consistently comply with established case load expectations and procedures with school districts by May 2025.

• Title IC

- By May 2025, the ESU 7 MEP team will organize and facilitate six in-person Family and Community Engagement meetings across the 33-county region to increase parental participation in educational activities and support student success.

• Network Operations

- During the 2024-25 school year, the Network Operations team will improve cybersecurity practices for students and staff by implementing LastPass/Duo in the schools we serve.

• Print Shop

- By May of 2025, develop a recruiting, hiring, and training process for summer help.

• Professional Development

- By May 2025, we will assist districts in identifying their annual priorities, effectively promote services that support these priorities, and ensure our services remain responsive to evolving district needs.

• Psychology

- By May 2025, the School Psychology department will create tools for districts to use to keep track of evaluation timelines and provide education to resource staff and administrators on how to use the tools.

• Speech

- By May of 2025, the SLP Department will increase the consistency of the evaluation process across clinicians by developing a procedural checklist and report template.

• Vision

- By May 2025, the Vision Department will create a brochure to hand out stating our department services and individual roles.

SCORING

0=Unsatisfactory

1=Basic

2=Proficient

3=Distinguished

STAKEHOLDER SATISFACTION

2.67

AGENCY TEAM LEADERSHIP INVENTORY

89% RETURN RATE

2.74%

SERVICES AVAILABLE



SERVICES ACCESSED





Year End 2022-2023



Services
63

Service Participants
13,002

ESU Hours
19,398

Dollars Saved Through Cooperative Purchasing (2021-2022)
\$557,852

Year End 2023-2024



Services
67

Service Participants
14,650

ESU Hours
18,202

Dollars Saved Through Cooperative Purchasing (2022-2023)
\$453,893

**2024-2025
As of June 10, 2025**



Services
69

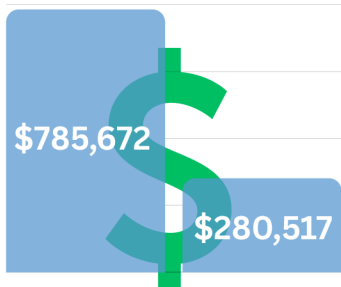
Service Participants
12,039

ESU Hours
8,096

Dollars Saved Through Cooperative Purchasing (2023-2024)
\$540,105



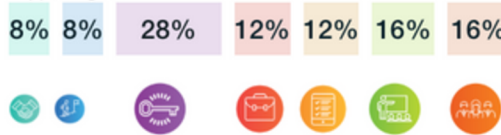
Percentage of ESU service offerings from the master catalog supporting AQuESTT.



Dollars Saved Through Cooperative Efficient Service Delivery



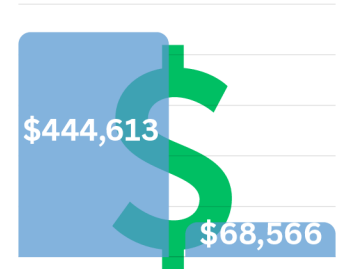
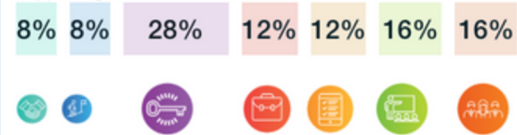
Percentage of ESU service offerings from the master catalog supporting AQuESTT.



Dollars Saved Through Cooperative Efficient Service Delivery



Percentage of ESU service offerings from the master catalog supporting AQuESTT.



Dollars Saved Through Cooperative Efficient Service Delivery

**109th Legislative Session
Update to the ESU 7 Board
June 2025**

LB 521 Open Meetings Act

Approved by Governor: May 30, 2025

Effective Date: May 31, 2025

LB 645 School Committee Retirement Fund

Approved by Governor: May 6, 2025

Effective Date: May 7, 2025

LB 645 was introduced on behalf of the Governor to reduce the state's liability for the School Employees Retirement Plan. The savings to the state are intended to help fill the existing budget shortfall. The measure is projected to reduce the state's funding responsibility by over \$83 million in the next biennium.

The current contribution rates are based on employee compensation as follows:

- Employee rate: 9.78%
- Employer rate: 9.88% (101% of the employee rate)
- State rate: 2%

These rates have been in place since 2013.

Under LB 645, the rates would be determined by the current funding ratio on the actuarial value of assets in the School Retirement Fund.

Beginning on July 1, 2025, and each July 1st thereafter, the new system would be based on the most recent previous year as reported in the annual actuarial valuation report, which is released in November of each year.

The current funding ratio is 99.91%, which was established by the state's actuary in November 2024.

If the funded ratio is less than 96%

- Employee rate: 9.75%
- Employer rate: 9.85% (101% of the employee rate)
- State rate: 2%

If the funded ratio is 96% or greater and less than 98%

- Employee rate: 8.75%
- Employer rate: 8.84% (101% of the employee rate)
- State rate: .7%

If the funded ratio is 98% or greater and less than 100%

- Employee rate: 8%
- Employer rate: 8.08% (101% of the employee rate)
- State rate: .7%

If the funded ratio is 100% or greater

- Employee rate: 7.25%
- Employer rate: 7.32% (101% of the employee rate)
- State rate: no contribution required



Annual Conference & Expo



Join Us at the Broadmoor in Colorado Springs!

Conference Dates: December 3-5, 2025

Location: The Broadmoor in Colorado Springs, CO

The 2025 Annual Conference & Expo will spark innovation, foster well-being, and empower educational leaders. Programming will align with the following conference strands:

- **Storytelling:** Leveraging innovation and AI to communicate impact effectively
- **Well-Being:** Strategies to support the well-being of educators, students, and leaders
- **Governance/ESA Board:** Best practices in leadership, governance, and board development
- **Educational Excellence:** Approaches to accountability, continuous improvement, and program effectiveness



Register Early and SAVE!

Register by **October 17, 2025** for the early bird discount.

Don't miss out on the savings!

Register Today (<https://members.aesa.us/ap/Events/Register/6VF68E8ImC1CZ>)

Registration Details

Registration fees include full access to all sessions and the Expo, plus meals and events including the Wednesday Welcome Reception, Thursday breakfast, lunch, and Member Reception, and Friday's Networking Breakfast.

- **AESA Members:** \$890 (includes \$100 early bird discount through 10/17/25)
- **Non-Members:** \$1,220 (includes \$100 early bird discount through 10/17/25)

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

Want to Showcase at the Expo?

AESA welcomes Member Exhibitors, Business Partners, and Sponsors to highlight their work during the Expo!

Vendors: Exhibit booth purchase is required to attend. Each booth includes *two complimentary conference registrations*—a great way to connect, collaborate, and shine.

Learn More (<https://www.aesa.us/exhibit/>)

General Session Keynotes



PO Box 404, Cheshire, CT 06410

Contact Us

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Interim Chief Administrator Evaluation Timeline

Committee members: Marni Danhauer (Chair), Joyce Baumert, and Amy Blaser

PROCESS: All board members will participate in the evaluation process

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

- March:
 - Full Board is provided a paper copy of the evaluation questions.

- April:
 - Administrator sends digital evaluation and evaluation resources to the Evaluation Committee Chair in the first week of April. The chair then forwards on to the full Board for completion by April Board Meeting. Board will send their completed evaluation tool to the Evaluation Committee prior to the April Board Meeting. Administrator completes Evaluation Tool as self-assessment and sends it to Evaluation Chair on or before April 30th.

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

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