



Regular Board of Directors Meeting

Monday, June 17, 2019 at 5:30 PM

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

1. Call the meeting to order and Roll Call
Speaker(s): Board President or Designee
Rationale:

LEADERSHIP • SERVICE • SUPPORT

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

1. Board Member Oath of Office
Speaker(s): Larianne Polk or Designee
Rationale: Tammy Roh, District 12 Board Member for ESU 7, will take and sign the oath office as presented below:

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.

2. Absent Board Members

Speaker(s): Board President or Designee

Rationale:

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

Recommended Motion(s):

Approval of Board Member absences as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

3. Notification of Open Meetings Law

Speaker(s): Board President or Designee

Rationale:

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

4. Pledge of Allegiance

Speaker(s): Board President or Designee

2. Welcome Visitors

Speaker(s): Board President or Designee

3. Public Comment

Speaker(s): Board President or Designee

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

Citizens wishing to address the Board on a certain agenda item must notify the Educational Service Unit Administrator prior to 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.

4. Approval of Agenda

Speaker(s): Don Ellison or Designee

Rationale:

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

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

Recommended Motion(s):

Agenda as presented Passed with a motion by Board Member #1 and a second

by Board Member #2.

5. Consent Agenda

Speaker(s): Board President or Designee

Rationale:

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

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

Consent Agenda Includes:

- Minutes from the previous meeting(s)
- Treasurer's Report
- Presentation of the Bills
- Certificated/Classified Hire(s)/Reassignments/Resignation(s)
- Other Routine Agenda Items

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

Recommended Motion(s):

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

1. Minutes

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

2. Treasurer's Report

Speaker(s): Board President or Designee

Rationale: This is a consent item.

3. Presentation of Bills #69201 through #69369 totaling \$811,320.73

Speaker(s): Board President or Designee

Rationale:

The summary of bills for the current month total: \$811,320.73 - Bills #69201 through #69369_

Inservice bills total: \$47.45

SPED Arrears: \$0

TECH Arrears: \$0

Check #	Amount	Vendor	Description
69211	\$16,433.00	Apple Computer	SPED/Technology equipment
69217	\$18,042.04	Boone Central School	Learning Academy equipment
69221	\$8,648.03	Capital One	DL equipment
69225	\$11,273.22	CDW-G	Technology Equipment for Schools
69227	\$24,121.72	Central City Public School	Title 1 Reimbursement/PEAK grant

69232	\$8,474.50	Cross County School	Title 1 Reimbursement/PEAK grant
69244	\$11,645.01	ESU 2	DL Canvas Cloud Subscription
69246	\$32,663.00	ESUCC	SPED District SRS
69272	\$12,039.77	Leigh Comm. Schools	Title 1 Reimbursement/PEAK grant
69292	\$7,630.40	Pearson Assessment	SPED supplies/software
69311	\$39,970.23	St. Edward Public School	Title 1 & II Reimbursement
69324	\$6,500.00	UNL	ASD Conference

This is a consent item.

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

Speaker(s): Larianne Polk

Rationale: This Board action authorizes Administrator Polk to be the official signature for all federal and state program funds from July 15, 2019-July 31, 2020.

This is a consent item.

5. Contract for Early Childhood Speech Language Pathologist

Speaker(s): Administrator or Designee

Rationale:

Doreen Heitz

Doreen will be joining our Early Childhood department as a Speech Language Pathologist. Doreen completed her Bachelor of Science in Communication Disorders and her Master of Science in Speech Pathology from the University of Nebraska in Kearney. She has been a Speech Language Pathologist for 21 years. Her most recent employment has been at ESU 1 in Wakefield. Doreen has provided Speech Language therapy at ESU 1 since 2007. She has been providing services to Birth to age 5 students for the last 12 years.

This is a consent item.

6. 2019-2020 Special Education Director Contract

Speaker(s): Larianne Polk

Rationale: 2019-2020 contract for Darus Mettler, Special Education Director.

This is a consent item.

6. 2019-2020 Contract for Nebraska Licensed Registered Nurse

Speaker(s): Administrator or Designee

Rationale: 2019-2020 Contract for Nicki Brigham, Nebraska Licensed Registered Nurse.

Recommended Motion(s):

2019-2020 Contract for Nicki Brigham, Nebraska Licensed Registered Nurse Passed with a motion by Board Member #1 and a second by Board Member #2.

7. Change in FTE for Speech Language Coordinator

Speaker(s): Larianne Polk or Designee

Rationale: Change in FTE for Tricia Spieker, Speech Language Coordinator.

Recommended Motion(s):

Amended 2019-2020 contract as presented for Tricia Spieker, Speech Language Coordinator Passed with a motion by Board Member #1 and a second by Board Member #2.

8. Educational Service Unit Cen7ter and Learning Academy Handbooks

Speaker(s): Larianne Polk or Designee

Rationale:

Recommendation: Discuss, consider and take any action necessary to approve the handbooks for the Educational Service Unit 7 Cen7ter and Learning Academy Programs.

Recommended Motion(s):

Approval of handbooks for the Educational Service Unit 7 Cen7ter and Learning Academy Programs Passed with a motion by Board Member #1 and a second by Board Member #2.

The Handbook Ad Hoc Committee recommends the Board approve the Cen7ter Handbook as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

The Handbook Ad Hoc Committee recommends the Board approve the Learning Academy Handbook as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

The Handbook Ad Hoc Committee recommends the Board create a standing handbook committee consisting of four Board Members as follows: Passed with a motion by Board Member #1 and a second by Board Member #2.

The Handbook Ad Hoc Committee recommends the Board approve Article V, Section 6A - Student/Parent Handbook as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

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

Speaker(s): Larianne Polk or designee

Rationale:

The ESU 7 Board of Directors will not meet in July, 2019. 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.

Recommendation: Discuss, consider and take any action to approve the

Administrator's payment of bills in July 2019.

Recommended Motion(s):

Authorization of the Administrator to Pay July Bills Passed with a motion by Board Member #1 and a second by Board Member #2.

10. Reading of Article IV, Section 7A Employee Files, Article V, Section 5C Use of Restraints and Seclusion, Article V, Section 5D Removal of Students and Interviews of Students, Article V, Section 6B Search and Seizure, Article V, Section 6C Anti-Bullying, Article V, Section 7B Dispensing Medications, Article V, Section 7C Student Self-Management of Asthma, Anaphylaxis and Diabetes, Article V, Section 7F Wellness, Article V Section 8A Procedures for Control of Communicable Diseases

Speaker(s): Board President or Designee

Rationale:

Recommendation: Discuss, consider and take all necessary action to approve Article IV, Section 7A Employee Files, Article V, Section 5C Use of Restraints and Seclusion, Article V, Section 5D Removal of Students and Interviews of Students, Article V, Section 6B Search and Seizure, Article V, Section 6C Anti-Bullying, Article V, Section 7B Dispensing Medications, Article V, Section 7C Student Self-Management of Asthma, Anaphylaxis and Diabetes, Article V, Section 7F Wellness, Article V Section 8A Procedures for Control of Communicable Diseases as presented.

Recommended Motion(s):

Article IV, Section 7A Employee Files, Article V, Section 5C Use of Restraints and Seclusion, Article V, Section 5D Removal of Students and Interviews of Students, Article V, Section 6B Search and Seizure, Article V, Section 6C Anti-Bullying, Article V, Section 7B Dispensing Medications, Article V, Section 7C Student Self-Management of Asthma, Anaphylaxis and Diabetes, Article V, Section 7F Wellness, Article V Section 8A Procedures for Control of Communicable Diseases as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

11. Budgeting for additional 1% Budget Authority

Speaker(s): Larianne Polk or designee

Rationale:

Nebraska Statute allows an additional 1% in budgeted property tax asking requiring an affirmative vote of 75% of the governing body for approval. These additional budget authority dollars remain critical as we continue to operate with the one and a half cent levy, no state aid funding for 2019-2020, and spending restrictions for the upcoming years. In the event valuations change or additional funding becomes available, this action will allow ESU 7 additional budget authority to access those dollars.

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

Recommended Motion(s):

Budgeting for additional 1% Passed with a motion by Board Member #1 and a

second by Board Member #2.

12. Final Tax Request Hearing - Monday, September 16 at 5:25 p.m. in the ESU 7 Oak Room

Speaker(s): Larianne Polk

Rationale:

Recommendation: Discuss, consider and take any action necessary to set the 2019-2020 ESU 7 Final Tax Request Hearing on Monday, September 16th, 5:25 p.m. ESU 7 Oak Conference Room.

Recommended Motion(s):

2019-2020 ESU 7 Final Tax Request Hearing on Monday, September 16th, 5:25 p.m. ESU 7 Oak Conference Room Passed with a motion by Board Member #1 and a second by Board Member #2.

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

Speaker(s): Larianne Polk

Rationale: Recommendation: Discuss, consider and take any action necessary to approve the date for the 2019-2020 ESU 7 Budget Hearing and Budget Summary on Monday, September 16th, 5:15 p.m. ESU 7 Oak Conference Room.

Recommended Motion(s):

2019-2020 ESU 7 Budget Hearing and Budget Summary on Monday, September 16th, 5:15 p.m. ESU 7 Oak Conference Room Passed with a motion by Board Member #1 and a second by Board Member #2.

14. Administrator's Report

Speaker(s): Administrator or Designee

Rationale: Test Drive Electronic Voting Feature

1. Services Update

Speaker(s): Administrator or Designee

Rationale: Items inside this item include visit updates, quarterly report, director reports, etc.

2. Facilities Update

Speaker(s): Administrator or Designee

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

3. Personnel

Speaker(s): Larianne Polk or Designee

Rationale: The following Classified personnel were authorized by Administrator Polk:

Paraprofessionals - Christina Barber, Jennifer Brown, Kristy Frederick, Jeri Glenn, Shanna Griffith, Sue Hast, Brock Hoover, Harriet Kibalya, Becky Luchsinger, Pazia Ryba, Melissa Schwichtenberg, Madison Wright

Brailist - Kris Johnson

4. Educational Service Unit Coordinating Council Update

Speaker(s): Administrator or Designee

Rationale: The Administrator will report on statewide activities during this item.

5. Legislative Update

Speaker(s): Administrator or Designee

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

15. Committee Reports

Speaker(s): Committee Chair

1. Budget Committee Report

Speaker(s): Budget Committee Chair

Rationale: Budget Committee Chairman, Doug Pauley, will share the discussion content from today's Budget Committee Meeting.

16. Conference Report

Speaker(s): Conference Attendees

Rationale: Administrator Polk will report on her attendance at the Nebraska School Mental Health Conference.

Board Member, Jen Miller will report on her attendance at the School Law for Board Members Workshop.

Please mark your calendars for Labor Relations Conference: September 11-12, 2019 in Lincoln.

17. Adjournment

Speaker(s): Board President or Designee

Created by: Mindy Reed, Secretary to the ESU 7 Board of Directors

E - Oath of Office

Article I, Section 3, E **Oath of Office**

Board members before taking office shall take and sign the following oath or affirmation:

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.

Legal Reference:	§ 11-101 to § 11-101.03
Date of Adoption:	January 15, 2018



Regular Board of Directors Meeting

Educational Service Unit 7, Oak Room

2657 44th Avenue

Columbus, NE 68601-8537

Monday, May 20, 2019 at 5:30 PM

Attendance Taken at 5:36 PM.

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

Present: 9, Absent: 2.

No Jen Miller

Attendance Update Taken at 6:38 PM.

Gary Wieseler: Absent

Present: 8, Absent: 3.

No Jen Miller No Richard Luebbe Gary Wieseler Left at 6:38pm

1. Call the meeting to order and Roll Call

Rationale:

LEADERSHIP • SERVICE • SUPPORT

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advance notice of the meeting and in the notice to the members of this hearing. All proceedings of the Board of Directors were taken while the convened hearing was open to the attendance of the public.

Discussion: Roll call was taken at: 5:35pm
President Don Ellison conducted the meeting.

Staff present:

Larianne Polk, Administrator

Linda Shefcyk, Business Manager

Katy McNeil, Secretary to the Board of Directors

Marci Ostmeyer, Professional Development Director

Darus Mettler, Special Education Director

1.1. Absent Board Members

Rationale:

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

Action(s):

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

Voting Detail:

Richard Luebbe: Absent

Jennifer Miller: Absent

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Doug Kluth: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Discussion: Jennifer Miller and Richard Luebbe were absent.

1.2. Notification of Open Meetings Law

Rationale:

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

1.3. Pledge of Allegiance

Discussion: All attendees participated in the Pledge of Allegiance.

2. Welcome Visitors

Discussion: There was one visitor present.

3. Public Comment

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

Citizens wishing to address the Board on a certain agenda item must notify the Educational Service Unit Administrator prior to 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.

Discussion: There were no public comments provided.

4. Approval of Agenda

Rationale:

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

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

Action(s):

Agenda as presented Passed with a motion by Dan Hoesly and a second by Doug Pauley.

Voting Detail:

Richard Luebbe:	Absent
Jennifer Miller:	Absent
Joyce Baumert:	Yea
Marni Danhauer:	Yea
Donald Ellison:	Yea
Dan Hoesly:	Yea
Doug Kluth:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea

Jack Young: Yea

5. Consent Agenda

Rationale:

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

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

Consent Agenda Includes:

- Minutes from the previous meeting(s)
- Treasurer's Report
- Presentation of the Bills
- Certificated/Classified Hire(s)/Reassignments/Resignation(s)
- Other Routine Agenda Items

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

Action(s):

Consent agenda as presented Passed with a motion by Joyce Baumert and a second by Gary Wieseler.

Voting Detail:

Richard Luebbe: Absent
Jennifer Miller: Absent
Joyce Baumert: Yea
Marni Danhauer: Yea
Donald Ellison: Yea
Dan Hoesly: Yea
Doug Kluth: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea

5.1. Minutes

Rationale:

This is a consent item.

5.2. Treasurer's Report

Rationale: This is a consent item.

5.3. Presentation of Bills # 69016 through #69200 totaling \$981,792.46

Rationale:

The summary of bills for the current month total: \$981,792.46 - Bills #69016 through # 69200
 Inservice bills total: \$380

SPED Arrears: \$0

TECH Arrears: St. Isidore\$82.50

Excess Travel: Melinda Velecela, NASDME Conference - \$28.53; Nathalie Vargas, NASDME Conference - \$97.64; Veronica Reyes, NASDME Conference - \$72.94; Darlene Rodriguez, NASDME Conference - \$104.37; Isaura Barreto, NASDME Conference - \$111.92

Check #	Amount	Vendor	Description
69027	\$36,288.00	Apple Computer	SPED/Telecom equipment
69028	\$25,514.95	Applied Connective Technologies	Learning Academy equipment
69044	\$32,277.30	CDW-G	DL equipment
69048	\$16,033.77	Clarkson Public School	Title I & II Reimbursement
69050	\$6,048.00	Columbus Public School	SPED Deaf Ed Contract
69058	\$13,259.10	Eakes	Copier Maintenance
69071	\$141,992.70	Fauss Construction	EBHP Contractor's fifth payment
69080	\$18,950.00	Heartland Communications	New Phone System for all three buildings
69082	\$5,024.76	High Plains Comm. Schools	Title 1 Reimbursement
69085	5221.66	Holiday Inn Kearney	Migrant/ASD Conferences
69101	\$6,324.43	Lakeview Community Schools	Accountability Reimbursement
69129	\$41,433.93	Paper 101	White & Color Paper for Printing
69136	8012.18	Ramada Midtown Conf. Center	Migrant State Parent Conference
69146	6150.75	Streakwave Wireless Inc.	Telecom help desk inventory
69195	6105.76	Stuthman Enterprises, LLC	Amanda Stuthman Speech services

This is a consent item.

5.4. 2019-2020 Contract for Early Learning Connection Grant Coordinator

Rationale: 2019-2020 Contract for Angel Mayberry, Early Learning Connection Coordinator

This is a consent item.

5.5. Contract for one District Technology Coordinator

Rationale: David Vanderheiden will be joining the Technology Department June 3rd as a District Technology Coordinator supporting the East Butler School District. David has served in a variety of roles at Central Community College over the past 10 years where he helped students and staff with their media and technology needs. David likes to volunteer at church and in the community. He is very enthusiastic about joining our team and we're just as happy to have him.

5.6. Resignation of School Psychologist

Rationale: Resignation of Cassandra Ohl, School Psychologist

This is a consent item.

5.7. Resignation of two Early Childhood Speech and Language Pathologists

Rationale: Resignations of Marla Benson and Jamie McCray, Early Childhood Speech and Language Pathologists.

This is a consent item.

5.8. Resignation of Cen7ter Teacher

Rationale: Resignation of Adeline Hohman, Cen7ter Teacher.

This is a consent item.

6. Changes in FTE (Full Time Equivalent)

Rationale: Special Education Staff increases in FTE

Nicki Brigham .70 to 1.00

Rachel Garner .80 to .90

Paula Peterson .40 to .50

Recommendation: Discuss, consider and take any action necessary to approve the increase in FTE for Nicki Brigham, Cen7ter Nurse, Rachel Garner, Early Childhood Speech Language Pathologist, Paula Peterson, Speech Language Pathologist as presented.

Action(s):

Motion to table the discussion and vote on the increase in FTE for Nicki Brigham, Cen7ter Nurse Passed with a motion by Doug Kluth and a second by Doug Pauley.

Voting Detail:

Richard Luebbe: Absent

Jennifer Miller: Absent

Joyce Baumert: Yea
Marni Danhauer: Yea
Donald Ellison: Yea
Dan Hoesly: Yea
Doug Kluth: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea

Discuss, consider and take any action to approve the increase in FTE for Rachel Garner, Early Childhood Speech Language Pathologist as presented Passed with a motion by Doug Kluth and a second by Jack Young.

Voting Detail:

Richard Luebbe: Absent
Jennifer Miller: Absent
Joyce Baumert: Yea
Marni Danhauer: Yea
Donald Ellison: Yea
Dan Hoesly: Yea
Doug Kluth: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea

Discuss, consider and take any action to approve the increase in FTE for Paula Peterson Early Childhood Speech Language Pathologist as presented Passed with a motion by Doug Kluth and a second by Joyce Baumert.

Voting Detail:

Richard Luebbe: Absent
Jennifer Miller: Absent
Joyce Baumert: Yea
Marni Danhauer: Yea
Donald Ellison: Yea
Dan Hoesly: Yea
Doug Kluth: Yea
Doug Pauley: Yea
Richard Stephens: Yea

Gary Wieseler: Yea
Jack Young: Yea

Discussion: The change for FTE for Nicki Brigham, Cen7ter Nurse, was tabled until the June 17, 2019 Board Meeting.

7. Reading of Article IV, Section 8A Fair Labor Standards Act, (Minimum Wage Provisions), Article IV, Section 9A Attendance, Article IV, Section 9B Reporting and Making Leave Requests, Article IV, Section 9C Returning from Absences, Article IV, Section 10A Safe Pupil Transportation, Article IV, Section 10B Safe Driving Record Standard for Drivers, Article V, Section 5A Child Abuse and Neglect, Article V, Section 5B Corporal Punishment, Article V, Section 7A Prohibition on Mandatory Medication, Article V, Section 7B Emergency Medical Aid, and Article V, Section 9A Student Fees

Rationale:

Recommendation: Discuss, consider and take all necessary action to approve Article IV, Section 8A Fair Labor Standards Act, (Minimum Wage Provisions), Article IV, Section 9A Attendance, Article IV, Section 9B Reporting and Making Leave Requests, Article IV, Section 9C Returning from Absences, Article IV, Section 10A Safe Pupil Transportation, Article IV, Section 10B Safe Driving Record Standard for Drivers, Article V, Section 5A Child Abuse and Neglect, Article V, Section 5B Corporal Punishment, Article V, Section 7A Prohibition on Mandatory Medication, Article V, Section 7B Emergency Medical Aid, and Article V, Section 9A Student Fees as presented.

Action(s):

Article IV, Section 8A Fair Labor Standards Act, (Minimum Wage Provisions), Article IV, Section 9A Attendance, Article IV, Section 9B Reporting and Making Leave Requests, Article IV, Section 9C Returning from Absences, Article IV, Section 10A Safe Pupil Transportation, Article IV, Section 10B Safe Driving Record Standard for Drivers, Article V, Section 5A Child Abuse and Neglect, Article V, Section 5B Corporal Punishment, Article V, Section 7A Prohibition on Mandatory Medication, Article V, Section 7B Emergency Medical Aid, and Article V, Section 9A Student Fees as presented Passed with a motion by Dan Hoesly and a second by Doug Pauley.

Voting Detail:

Richard Luebbe: Absent
Jennifer Miller: Absent
Dan Hoesly: Abstain (With Conflict)
Joyce Baumert: Yea
Marni Danhauer: Yea
Donald Ellison: Yea
Doug Kluth: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea

Jack Young: Yea

Discussion: Administrator Polk will seek legal advice for some student-related policies to be discussed and approved at the June Board Meeting.

8. Administrator's Report

8.1. General Items

Rationale:

Census and re-districting - Statute Attached for your review
Administrator Leave Report - Attached for your review
Administrator Non-Contract Day Report - Attached for your review
ESU 7 Goals - Attached for your review
NDE Accreditation Letter - Attached for your review

8.1.1. Services Update

Rationale: A screenshot of Simpl.esucc.org is attached illustrating cost-savings to schools and services usage.

Discussion: Administrator Polk shared the data on simpl.esucc.org with the Board regarding cost-savings to school districts and services delivered, implemented and events attended.

8.1.2. Personnel

Rationale: All Classified/Non Certificated Hires and Resignations under this item.

8.1.2.1. 2019 Summer Assistant

Rationale:

Brock Hoover, 2019 Summer Custodial/Maintenance Assistant

Brock will be assisting Larry, our Building and Grounds Manager with summer projects and maintenance. Brock is a current Paraprofessional with ESU 7.

Discussion: Administrator Polk shared information regarding the Summer Assistant for Building and Grounds with the Board.

8.1.2.2. Migrant Education Program Classified New Hires

Rationale: 2019 Summer Program Staff

The Migrant Education Program will host five summer programs during the month of June. Sites include O'Neill, Ainsworth, Boone Central, Schuyler (Richland, Howells-Dodge, and North Bend), and Columbus (Lakeview, Shelby-Rising City, St Edward, East Butler, and David City). The

following 2019 Summer Staff are recommended for employment and have been authorized by Administrator Polk.

Columbus Staff:

Cindy Lorentzen
Susan Doehling
Katie Parlane
Rhonda Williams
Cory Waite
Mikki Wilcox
Mariana Medina

Schuyler Staff:

Dana Schultz
Lori Schultz
Barbara Raya

Binational Teachers:

This is our 10th year participating in the Binational Teacher Exchange Program. This summer we are hosting four Mexican teachers:

- Laura Cordero is from Nuevo Leon. She has taught early childhood education for eight years but she is also comfortable with older students. She is currently working as a Principal and she is the leader of the team.
- Marissa Garza is from Nuevo Leon. She has taught for three years and has worked in grades 1-6 grade. She currently teaches second grade after looping with her students. She teaches all subject areas.
- Mario Alcalá is from Colima and he has four years of experience in the elementary grades. He is currently teaching English in three middle schools. He is currently working on his doctorate.
- Pedro Rodriguez is from Jalisco. He has taught in elementary and secondary grades. He currently is teaching English in the high school. Last year he participated in the Bi-National Program in California where he taught math to high school students.

Migrant Education Program Service Provider

Yaribey Rodriguez is joining the Migrant Education Team as a Service Provider. She is originally from Cuba. She will serve Schuyler, North Bend, David City, Logan View, Howells-Dodge and Shelby Rising City Schools. Yaribey previously worked for Head Start and had great hopes for working for the Migrant Education Program. She has been and will be a great addition to the MEP team.

Discussion: Administrator Polk shared the Summer Migrant Staff descriptions and programming with members of the Board.

8.2. Legislative Update

Rationale: A Legislative Update will be provided by Administrator Polk.

Discussion:

Administrator Polk shared with the Board the discussions and potential legislation from the current session. She shared the information, forecasting and consequences regarding the passing of specific bills.

8.3. Facilities Update

Rationale: South Building Use

Learning Academy: There is one remaining Payment

Discussion: Administrator Polk shared updates with the Board regarding the Learning Academy and the progress with the project.

8.4. Educational Service Unit Coordinating Council Update/ 2019-2020 Master Services Agreement

Rationale: The Administrator will report on statewide activities during this item and share with the Board the 2019-2020 Master Services Agreement for their consideration.

In the future, consider including this item in the consent agenda.

Recommendation: Discuss, consider and take any action necessary to approve the 2019-2020 Master Services Agreement as presented.

Action(s):

2019-2020 Master Services Agreement as presented Passed with a motion by Doug Pauley and a second by Jack Young.

Voting Detail:

Richard Luebbe:	Absent
Jennifer Miller:	Absent
Joyce Baumert:	Yea
Marni Danhauer:	Yea
Donald Ellison:	Yea
Dan Hoesly:	Yea
Doug Kluth:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea

Jack Young: Yea

Discussion: Administrator Polk shared an ESUCC Update with the Board and discussed the changes and costs associated with the 2019-2020 ESUCC Master Services Agreement. She highlighted the cost changes between 2018-2019 and 2019-2020 and shared information regarding the contents of the agreement.

9. Board Member Nomination to Appoint

Rationale:

There are is one application for the vacancy in District 12 for the ESU 7 Board of Directors. The Board will discuss the application of Tamra Roh for appointment to the Board.

Recommendation: Discuss, consider and take any action necessary to approve _____ as nominee for appointment to the ESU 7 Board of Directors for for the remainder of the District 12 term beginning on June 1, 2019.

Action(s):

Tamara Roh for appointment to the ESU 7 Board of Directors for the remainder of the District 12 term beginning in June 1, 2019 Passed with a motion by Richard Stephens and a second by Joyce Baumert.

Voting Detail:

Richard Luebbe:	Absent
Jennifer Miller:	Absent
Joyce Baumert:	Yea
Marni Danhauer:	Yea
Donald Ellison:	Yea
Dan Hoesly:	Yea
Doug Kluth:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea
Jack Young:	Yea

Discussion: Tamara (Tammy) Roh introduced herself as a candidate to fill the District 12 Vacancy. She was unanimously approved as an appointee to the ESU 7 Board of Directors for District 12.

10. Committee Reports

10.1. Budget Committee Report

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

Discussion: Budget Committee Chairman, Doug Pauley, presented the Budget Committee discussions and overview from today's meeting. Budget discussions will continue on June 17, 2019 preceding the Board Meeting.

11. School Law for Board Members Conference Report

Rationale: Administrator Polk and Board Member Miller will report on her learnings from the School Law for Board Members Workshop.

Discussion: Administrator Polk gave an overview of her learnings from the School Law for Board Members Conference.

12. Adjournment

Discussion: The meeting adjourned at 6:46pm.

Minutes respectfully submitted by Katy McNeil, Secretary to the ESU 7 Board of Directors

May '19 Treasurer Report

Beginning Balance MAY 1, 2019			\$119,502.59		
RECEIPTS					
Property taxes		\$723,144.61			
SPED		\$353,720.63			
General/Flow Through		\$107,610.50			
Grants		\$20,003.00			
TOTAL RECEIPTS		\$1,204,478.74	\$1,204,478.74		
				\$1,323,981.33	
Transfer to Money Market			\$250,000.00	-	
Total Funds Available			\$1,073,981.33		
DISBURSEMENTS:					
General Fund		\$506,440.67			
SPED		\$306,251.76			
Grants		\$169,100.03			
Total DISBURSEMENTS Check #69016 thru #69200		\$981,792.46	\$981,792.46	-	
Ending balance, MAY 31, 2019			\$92,188.87		

Checking balance					\$92,188.87
Money Market Deposit Account at First National Bank					\$2,650,000.00
Money Market Deposit Account at First National Bank					\$100,000.00
Money Market Deposit Account at Bank of Clarks					\$100,000.00
Money Market Deposit Account at Columbus Bank & Trust					\$100,000.00
Certificate of Deposit - Great Western Bank					\$200,000.00
Certificate of Deposit - First National Bank-Columbus					\$100,000.00
TOTAL CASH ON HAND (includes cash reserve amount below)					\$3,342,188.87
CASH RESERVE	\$1,363,160.35				
Funds that are due to ESU 7					
Grants				(\$793,682.28)	
Production/Art Media Accounts Receivable		(\$25,678.43)			
Network Support Accounts Receivable		(\$82.50)			
Misc. Flow thru Accounts Receivable		(\$35,286.96)			
Outstanding Receivables				(\$61,047.89)	
Total due to ESU 7				(\$854,730.17)	

	2017-2018	2018-2019	2017-2018	2018-2019		
	Dollars Spent Per Month	Dollars Spent Per Month	Percentage spent each month	Percentage spent each month		
September	\$186,051.94	\$206,378.14	6.72%	7.85%	Total Budget	\$14,257,166.76
October	\$135,699.77	\$203,029.45	4.98%	7.72%	30% of budget	\$4,277,150.03
November	\$181,102.34	\$231,255.57	6.64%	8.80%	Total budget spent to date	\$8,032,037.21
December	\$173,801.71	\$176,217.60	6.37%	6.70%		
January	\$162,442.48	\$385,584.68	5.96%	14.67%	NOTES	
February	\$180,022.34	\$434,113.52	6.60%	16.52%		
March	\$166,747.34	\$350,048.70	6.12%	13.32%		
April	\$164,639.35	\$281,305.79	6.04%	10.70%		
May	\$176,837.02	\$393,738.79	6.49%	14.98%		
June	\$175,469.15	\$0.00	6.44%	0.00%		
July	\$190,589.34	\$0.00	6.99%	0.00%		
August	\$231,502.89	\$0.00	8.49%	0.00%		
2018-19 Approved Total General Budget for Levy S			\$2,726,407.24	\$2,628,278.46		
2018-19 Total Spent to date			\$2,124,905.67	\$2,661,672.24		

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00069201	87.90	06/20/19	10464 ACP DIRECT	C
10	00069202	47.15	06/20/19	10060 ADMINISTRATORS IN-SERVICE	C
10	00069203	170.93	06/20/19	10472 ALISHA HAYS	C
10	00069204	210.00	06/20/19	190428 ALMQUIST, MALTZAHN, GALLOWAY & LUTH, PC	C
10	00069205	2,719.22	06/20/19	10391 AMAZON	C
10	00069206	205.32	06/20/19	120155 AMY J SLAMA	C
10	00069207	244.76	06/20/19	130180 AMY MAZANKOWSKI	C
10	00069208	600.00	06/20/19	8176 AMY ROTTER	C
10	00069209	833.46	06/20/19	7633 ANA SANTOS	C
10	00069210	108.46	06/20/19	9504 ANNE BAPTISTE	C
10	00069211	16,433.00	06/20/19	10681 APPLE COMPUTER, INC.	C
10	00069212	243.02	06/20/19	8508 APRIL BECKER	C
10	00069213	1,918.37	06/20/19	20250 BEARD-WARREN HEATING & AIR	C
10	00069214	476.00	06/20/19	7412 BERNICE MAXWELL	C
10	00069215	332.00	06/20/19	7331 BEST WESTERN PLUS OMAHA AIRPORT INN	C
10	00069216	311.82	06/20/19	9636 BLOOMFIELD COMMUNITY SCHOOLS	C
10	00069217	18,042.04	06/20/19	20428 BOONE CENTRAL SCHOOLS	C
10	00069218	988.16	06/20/19	9032 BRENDA SAXE	C
10	00069219	110.13	06/20/19	6700 BROOKE KAVAN	C
10	00069219	-110.13	06/07/19	6700 BROOKE KAVAN	CV
10	00069220	135.14	06/20/19	190669 BROOKE KOLIHA	C
10	00069221	8,648.03	06/20/19	30039 CAPITAL ONE BANK (USA), N.A.	C
10	00069222	3,053.45	06/20/19	30038 CAPITAL ONE-SPED ARNDT	C
10	00069223	85.00	06/20/19	2097 CAPITAL ONE-SPED KASSING	C
10	00069224	37.32	06/20/19	4553 CAPITAL ONE-SPED METTLER	C
10	00069225	11,273.22	06/20/19	30192 CDW-G	C
10	00069226	3,120.47	06/20/19	160655 CENTERPOINT ENERGY SERVICES , INC.	C
10	00069227	24,121.72	06/20/19	30235 CENTRAL CITY PUB SCHOOL	C
10	00069228	4,200.00	06/20/19	30270 CEV MULTIMEDIA	C
10	00069229	501.63	06/20/19	30550 CITY OF COLUMBUS WATER & SANIT	C
10	00069230	400.00	06/20/19	30879 COLUMBUS COMMUNITY HOSPITAL	C
10	00069231	1,333.00	06/20/19	31039 COLUMBUS SCREEN PRINTING	C
10	00069232	8,474.50	06/20/19	31462 CROSS COUNTY SCHOOL	C
10	00069233	239.70	06/20/19	4812 CUBBY'S, INC.	C
10	00069234	535.50	06/20/19	86 DANIELLE WAITE	C
10	00069235	130.00	06/20/19	4766 DEANNE R MUELLER	C
10	00069236	143.63	06/20/19	40725 EAKES OFFICE SOLUTIONS	C
10	00069237	1,825.80	06/20/19	40725 EAKES OFFICE SOLUTIONS	C
10	00069238	505.78	06/20/19	50060 EAST BUTLER PUBLIC SCHOOL	C
10	00069239	2,000.00	06/20/19	50065 EAST CENTRAL DIST HEALTH DEPARTMENT	C
10	00069240	507,128.82	06/20/19	50825 ED SERVICE UNIT 7-PAYROLL	C
10	00069241	2,070.60	06/20/19	70428 EMILY DELP	C
10	00069242	211.27	06/20/19	7560 HOSTED SERVICES	C
10	00069243	121.78	06/20/19	50800 ESU 11	C
10	00069244	11,645.01	06/20/19	50645 ESU 2	C
10	00069245	2,601.28	06/20/19	50725 ESU 6	C
10	00069246	32,663.00	06/20/19	50652 ESUCC	C
10	00069247	100.00	06/20/19	3743 FES LLC	C
10	00069248	63.23	06/20/19	60056 FIRST NATIONAL BANK	C
10	00069249	52.75	06/20/19	70375 GODFATHER'S PIZZA	C
10	00069250	292.50	06/20/19	7013 GREAT PLAINS COMMUNICATIONS	C
10	00069251	945.00	06/20/19	80147 HAMPTON INN	C
10	00069252	800.00	06/20/19	80390 HIGH PLAINS COMMUNITY SCHOOLS	C
10	00069253	14.55	06/20/19	4944 HOBBY LOBBY	C
10	00069254	193.95	06/20/19	80507 HOLIDAY INN EXPRESS	C

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00069255	188.00	06/20/19	80510 HOLIDAY INN KEARNEY	C
10	00069256	244.78	06/20/19	80670 HOWELLS-DODGE CONSOLIDATED SCHOOL DIST	C
10	00069257	650.00	06/20/19	80860 HUMPHREY PUBLIC SCHOOL	C
10	00069258	362.02	06/20/19	80880 HY-VEE	C
10	00069259	136.99	06/20/19	90088 INDOFF INCORPORATED	C
10	00069260	95.40	06/20/19	90088 INDOFF, INC	C
10	00069261	691.36	06/20/19	3387 JENNIFER FISTLER	C
10	00069262	361.92	06/20/19	260092 JUDY A ZADINA	C
10	00069263	617.70	06/20/19	110030 JULIE R KAHLER	C
10	00069264	62.52	06/20/19	574 KAROL BANKSON-RECKNOR	C
10	00069265	1,800.00	06/20/19	260089 KATHLEEN ZADINA	C
10	00069266	708.00	06/20/19	110235 KIDDIE CAB	C
10	00069267	165.00	06/20/19	4839 KSB SCHOOL LAW	C
10	00069268	57.48	06/20/19	120124 LAKESHORE	C
10	00069269	2,337.90	06/20/19	120129 LAKEVIEW COMMUNITY SCHOOLS	C
10	00069270	1,125.00	06/20/19	10227 LAURA CORDERO-CORONADO	C
10	00069271	239.54	06/20/19	6718 LAURA PLAS	C
10	00069272	12,039.77	06/20/19	120223 LEIGH COMMUNITY SCHOOLS	C
10	00069273	323.06	06/20/19	40545 LISA DURANSKI	C
10	00069274	600.00	06/20/19	8370 LORI ZIEMBA	C
10	00069275	2,111.00	06/20/19	120550 LOUP POWER DIST	C
10	00069276	1,575.00	06/20/19	220090 LYNN VOLLBRACHT	C
10	00069277	1,766.21	06/20/19	1996 MAILPREP ETC.	C
10	00069278	1,892.98	06/20/19	10235 MARIO ALCALA-CARRILLO	C
10	00069279	1,125.00	06/20/19	10219 MARISSA GARZA-CALVILLO	C
10	00069280	577.68	06/20/19	80375 MARLA L BENSON	C
10	00069281	189.37	06/20/19	130378 MENARDS	C
10	00069282	494.08	06/20/19	10499 MICHELLE RUPIPER	C
10	00069283	1,316.00	06/20/19	7650 NANCY CHRISTENSEN	C
10	00069284	500.30	06/20/19	130912 NASCO	C
10	00069285	175.00	06/20/19	140351 NCSA	C
10	00069286	75.00	06/20/19	140066 NE ASSOC OF SCHOOL BOARDS	C
10	00069287	577.92	06/20/19	140570 NEBRASKA TECHNOLOGY & TELECOM.	C
10	00069288	100.00	06/20/19	150290 O'NEILL PUBLIC SCHOOLS	C
10	00069289	82.42	06/20/19	150081 OFFICE NET	C
10	00069290	275.00	06/20/19	150330 OSCEOLA PUBLIC SCHOOLS	C
10	00069291	195.42	06/20/19	160033 PALMER PUBLIC SCHOOL	C
10	00069292	7,630.40	06/20/19	80130 PEARSON ASSESSMENT	C
10	00069293	1,125.00	06/20/19	10243 PEDRO ROSENDO RODRIGUEZ-BENITEZ	C
10	00069294	3,340.00	06/20/19	5240 PITSCO EDUCATION	C
10	00069295	162.99	06/20/19	160450 PIZZA RANCH	C
10	00069296	88.00	06/20/19	160672 PRESTO-X	C
10	00069297	2,257.20	06/20/19	160700 PRO-ED	C
10	00069298	32.67	06/20/19	170029 QUALITY SOUND	C
10	00069299	31.32	06/20/19	21001 RACHEL BURGESS	C
10	00069300	94.00	06/20/19	4189 RAMADA COLUMBUS RIVER'S EDGE CONVENTION	C
10	00069301	1,562.00	06/20/19	9164 RVW INC.	C
10	00069302	275.50	06/20/19	30268 SANDY CERNY	C
10	00069303	497.64	06/20/19	981 SARAH WACHA	C
10	00069304	148.50	06/20/19	190150 SCHOOL SPEC SUPPLY INC	C
10	00069305	1,500.00	06/20/19	190164 SCHUYLER COMMUNITY SCHOOLS	C
10	00069306	308.56	06/20/19	8524 SHAYNA CEPPEL	C
10	00069307	494.08	06/20/19	9989 SHAYNE MCGUIRE	C
10	00069308	536.56	06/20/19	190390 SHELBY-RISING CITY PUBLIC SCHOOL	C
10	00069309	552.00	06/20/19	7005 SOUTH SIOUX CITY COMMUNITY SCHOOLS	C

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00069310	65.34	06/20/19	190557 SOUTHWEST BINDING & LAMINATING	C
10	00069311	39,970.23	06/20/19	190007 ST EDWARD PUBLIC SCHOOL	C
10	00069312	4,589.80	06/20/19	190850 DAS STATE ACCOUNTING-CENTRAL FINANCE	C
10	00069313	1,591.40	06/20/19	2720 STREAKWAVE WIRELESS, INC.	C
10	00069314	1,139.84	06/20/19	191074 SUPER DUPER PUBLICATIONS	C
10	00069315	147.90	06/20/19	191085 SUPER SAVER	C
10	00069316	804.27	06/20/19	8974 SUSAN MAYBERGER	C
10	00069317	120.00	06/20/19	5797 TAESE ATTN: LeeAnn Lundgreen	C
10	00069318	181.58	06/20/19	140691 THE HOME DEPOT PRO	C
10	00069319	600.00	06/20/19	10480 TONYA BEEKMAN	C
10	00069320	124.95	06/20/19	230339 TRICIA WISEMAN	C
10	00069321	380.78	06/20/19	200493 TWIN RIVER PUBLIC SCHOOL	C
10	00069322	150.00	06/20/19	200500 TYPHOON WASH	C
10	00069323	112.25	06/20/19	200606 U & I SANITATION	C
10	00069324	6,500.00	06/20/19	210160 UNL-ATTN: CARRIE BROWNYARD	C
10	00069325	1,953.51	06/20/19	10320 VERIZON WIRELESS	C
10	00069326	125.82	06/20/19	230049 WALMART (SPED)	C
10	00069327	1,454.56	06/20/19	230051 WALMART COMMUNITY - MIG	C
10	00069328	175.00	06/20/19	230292 WEIDENHAMMER SYSTEMS CORP.	C
10	00069329	439.90	06/20/19	1058 WILKE LANDSCAPE	C
10	00069330	998.18	06/20/19	10030 ANA KAREN GARCIA MEDINA	A
10	00069331	712.24	06/20/19	1082 ANGEL D MAYBERRY	A
10	00069332	425.14	06/20/19	990 BRANDY ROSE	A
10	00069333	374.10	06/20/19	5940 CASSANDRA OHL	A
10	00069334	537.08	06/20/19	5967 CASSANDRA RUTH	A
10	00069335	608.42	06/20/19	9512 CASSIE KRINGS	A
10	00069336	21.34	06/20/19	7188 CODY NELSEN	A
10	00069337	1,656.30	06/20/19	180474 DARLENE RODRIGUEZ	A
10	00069338	135.72	06/20/19	3948 DARUS METTLER	A
10	00069339	874.31	06/20/19	7099 HALEY STROBEL	A
10	00069340	1,529.46	06/20/19	20135 ISAURA BARRETO	A
10	00069341	156.02	06/20/19	8559 JACLYN TERNUS	A
10	00069342	693.68	06/20/19	9830 JAMIE MCCRAY	A
10	00069343	786.48	06/20/19	9580 JASON TROTTER	A
10	00069344	302.18	06/20/19	9741 JENNIFER ZYSSET	A
10	00069345	163.56	06/20/19	8540 JOLYNN KAHLANDT	A
10	00069346	27.84	06/20/19	4600 JOYCE A. BAUMERT	A
10	00069347	261.00	06/20/19	6459 KAISE RECEK	A
10	00069348	136.88	06/20/19	8516 KATHERINE BOSAK	A
10	00069349	185.60	06/20/19	100521 KRIS JOHNSON	A
10	00069350	36.10	06/20/19	160636 LARIANNE POLK	A
10	00069351	68.61	06/20/19	190384 LARRY SHEFCYK	A
10	00069352	400.20	06/20/19	7072 LAURA METTLER	A
10	00069353	491.26	06/20/19	190434 LORI SIMANEK	A
10	00069354	649.70	06/20/19	2267 MARCIA OSTMEYER	A
10	00069355	52.17	06/20/19	4650 MELINDA VELECELA	A
10	00069356	709.92	06/20/19	8788 NATHALIE VARGAS	A
10	00069357	109.04	06/20/19	160280 PAULA PETERSON	A
10	00069358	122.96	06/20/19	5983 RACHEL GARNER	A
10	00069359	282.46	06/20/19	957 RACHEL I DOCKHORN	A
10	00069360	54.52	06/20/19	190888 RICHARD STEPHENS	A
10	00069361	54.52	06/20/19	10375 RONELLE JACKSON	A
10	00069362	720.94	06/20/19	130708 SHARON M BROWN	A
10	00069363	3,451.06	06/20/19	8567 STUTHMAN ENTERPRISES, LLC	A
10	00069364	1,208.72	06/20/19	6254 VERONICA REYES-HERWIG	A

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00069365	362.50	06/20/19	230361 WENDY WOLFE	A
10	00069366	29.91	06/20/19	6700 BROOKE KAVAN	C
10	00069367	560.00	06/20/19	50652 ESUCC	C
10	00069368	318.00	06/20/19	80147 HAMPTON INN	C
10	00069369	315.00	06/20/19	80543 HOMETOWN LEASING	C
Total Bank No 10		811,320.73			

Total Manual Checks	.00
Total Computer Checks	792,070.65
Total ACH Checks	19,360.21
Total Other Checks	.00
Total Electronic Checks	.00
Total Computer Voids	-110.13
Total Manual Voids	.00
Total ACH Voids	.00
Total Other Voids	.00
Total Electronic Voids	.00

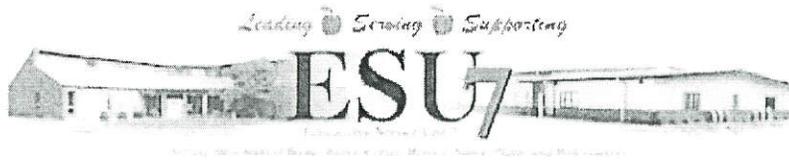
Grand Total	811,320.73
Number of Checks	170

Batch Yr	Batch No	Amount
19	000216	88,774.69
19	000217	146,989.71
19	000223	67,204.60
19	000226	507,128.82
19	000231	907.91
19	000233	315.00

Inservice Account

	Transaction/Explanation	Receipt	Expenditures	Balance
5/16/19	Columbus Transfer Station trees/shrubs		\$7.80	\$7,907.16
5/31/19	Columbus Transfer Station-pallets/junk		\$39.65	\$7,867.51

Expenditures	\$47.45
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Office Use Only:

Degree* MA

Hours Earned* 0

Experience 7

Index 1.53

FTE .60

Salary + Equity* \$ 30,920.08+6,850.80

*Anticipated for (2019-2020 school year)

CERTIFICATED SPECIAL EDUCATION CONTRACT

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

WITNESSETH: That ESU7 hereby agrees to employ the above-named Party in the assignment of Speech Language Pathologist for school year 2019-2020, subject to the following terms and conditions:

- 1. Term of Employment.** This agreement shall commence on the 12 day of August, 2019. This agreement shall terminate on the 20 day of May, 2020 or may be terminated pursuant to Section 7 of the attached contract, whichever comes first. This term shall consist of 111 days of service in any given fiscal year, which are exclusive of holidays.
- 2. Compensation:** The Party shall be paid a yearly salary as determined by the applicable Negotiated Master Agreement, paid in 12 monthly payments. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.
- 3. Fringe Benefits:** ESU7 agrees to pay such part of the health and dental insurance premium of the party as may be agreed upon in negotiations between ESU7 and bargaining organization or organizations of the party, providing said party opts to participate in such an insurance program.
- 4. Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is

not registered with ESU7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.

5. **Policies, Rules and Regulations.** The Party agrees to be governed by the policies of the Board of ESU7, the rules and regulations of ESU7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU7 and rules and regulations of the ESU7 may be changed at any time, with or without notice to the Party.
6. **Duties.** The duties of the Party shall be as prescribed for the position and assignment, which duties shall be performed in accordance with standards, goals, and policies established by the Board of ESU7 and the ESU7 Administrator. The Party agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.
7. **Termination of Employment.** Should the party violate any of the terms of this contract, or in the performance of his/her assigned duties fail satisfactorily to perform, the Board of ESU7 may upon a finding of just cause, all as set forth hereafter, terminate this contract. Prior to any final decision to terminate this contract prior to the completion of the contract period, the ESU Administrator shall notify the party in writing of any conditions of unsatisfactory performance which the ESU Administrator considers may be just cause to terminate this contract prior to the end of the contract period. If the party wishes a hearing, a written request shall be sent to the Secretary of the Board or the ESU Administrator within 7 calendar days after receipt of the written notice. Upon receipt of such notice the Board shall order the hearing to be held within thirty (30) days and shall give written notice of the time and place of the hearing to the party. At the hearing evidence shall be presented in support of the reasons given for considering termination of the contract and the party shall be permitted to produce evidence relating thereto.

The Board shall render a decision to terminate the contract based on the evidence produced at the hearing. As used herein the term "just cause" shall mean (a) incompetency, (b) neglect of duty, (c) unprofessional conduct, (d) insubordination, (e) immorality, (f) physical or mental incapacity, or (g) other conduct, which interferes substantially with the continued performance of his/her assigned duties. Nothing contained herein shall prevent the suspension of the party, with pay, from his/her duties during the pendency of such proceedings. If the party makes no request for a hearing within the seven days provided herein, the Board of ESU7 may proceed to take official action to terminate this contract.

8. **Disability.** Should the Party be unable to perform the essential functions

of the position by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than two (2) months; or if such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may, in its discretion, terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Party under any insurance coverage furnished by ESU7.

9. **Deductions.** This contract shall conform to the federal and state regulations governing deductions from the compensation stated herein with reference to withholding tax, social security, and teacher's retirement. Other deductions may be withheld as agreed to by the parties of this contract.
10. **Private Automobiles.** ESU7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU7 in accordance with such mileage reimbursement policies of the Board of ESU7 or as otherwise provided for in the Negotiated Master Agreement.
11. **Entirety of Agreement and Amendments.** The Party certifies that he or she has read the foregoing Certificated Special Education Contract, fully understands its terms and conditions and agrees that the foregoing Certificated Special Education Contract constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Certificated Special Education Contract shall be subject to modification only by a written instrument signed by the Party and the ESU7 Administrator.
12. **Amendments to be in Writing.** This contract may be modified or amended only by a written document duly authorized and executed by the ESU7 Administrator and the Board.
13. **Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

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

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

Secretary, Board of ESU7

President, Board of ESU

Executed by the Party this 11 day of June, 2019.

Doreen Hatz
Party

DOREEN HEITZ

Educational Service Unit #1
211 Tenth Street
Wakefield, NE 68784
(402) 287-2061
doheitz@esu1.org

104 Kerri Lane
Wakefield, NE 68784
(402) 369-4472

Education

- Master of Science in Speech Pathology, University of Nebraska-Kearney
- Bachelor of Science in Communication Disorders, University of Nebraska-Kearney

Certification

- Nebraska Teaching Certificate
Speech Pathology Birth-21 years
- ASHA Certification of Clinic Competence

Professional Experience

- **Educational Service Unit #1-Wakefield, NE** **Aug. 2007-present**
Speech Pathologist
Roles and Responsibilities
 - Evaluate children birth-5 years, to assess the need for special education intervention
 - Perform a Routines Based Interview to assess family supports, needs, and areas of concern
 - Complete MDT/IFSP/IEP paperwork
 - Assist in development of functional goals related to family and educational needs
 - Conduct IEP/IFSP meetings
 - Serve as Master Coach for Primary Service Providers (PSP) for the ESU #1 Central Team
 - Serve as a Primary Service Provider (PSP) for teachers and families
 - Provide direct and indirect speech and language services
 - Participate in weekly PSP meetings
 - Present to Wayne State College Early Childhood Education classes
 - Participate in book studies for Early Childhood Teaming and Coaching Handbooks
 - Participate in Annual PRT meetings with Early Childhood Providers and School Administrators

- **Educational Service Unit #8-Neligh, NE** **Aug. 2004-May 2007**
Speech Pathologist
Roles and Responsibilities
 - Evaluate preschool and elementary children to assess for the need for special education and intervention
 - Complete MDT/IFSP/IEP paperwork
 - Develop and carry out IFSP and IEP goals
 - Conduct IFSP and IEP meetings

- **Gretna Elementary School-Gretna, NE** **Dec. 2002-May 2004**
Speech Pathologist
 - Provide PRN services for elementary students with articulation disorders

- **Seward Public Schools-Seward, NE** **Aug. 2000-May 2002**
Speech Pathologist
 - Evaluate elementary students for speech and language disorders
 - Conduct IEP meetings
 - Write and implement IEP goals
 - Conduct traditional speech and language services

- **Educational Service Unit #11-Holdrege, NE** **Aug. 1998-May 2000**
Speech Pathologist
 - Evaluate elementary and high school students for speech and language disorders
 - Conduct IEP meetings
 - Write and implement IEP goals
 - Conduct traditional speech and language services

References

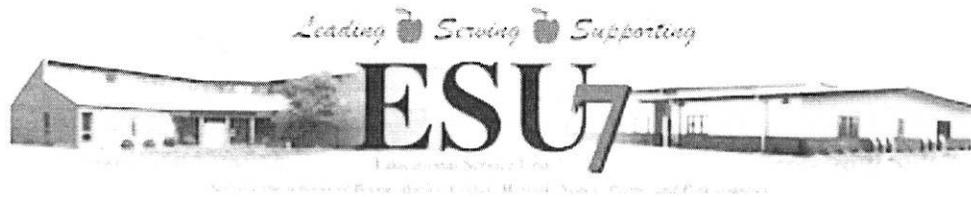
Mr. Stuart Clark
Director of Special Education
Educational Service Unit #1
211 Tenth St.
Wakefield, NE 68784
(402) 287-2061 (work)
(402) 369-0850 (cell)
sclark@esu1.org

Mrs. Sarah Hansen
Assistant Director of Special Education
Educational Service Unit #1
211 Tenth St.
Wakefield, NE 68784
(402) 287-2061 (work)
(712) 660-0373 (cell)
shansen@esu1.org

Mrs. Misty Bear
Director of Special Education
Wayne Public Schools
803 Providence Rd
Wayne, NE 68787
(402) 833-1450 (work)
(402) 518-0590 (cell)
mibeair1@waynebluedevils.org

Mrs. Wendy Consoli
Coordinator of Speech Pathology
Educational Service Unit #1
211 Tenth St.
Wakefield, NE 68784
(402) 287-2061 (work)
(402) 750-8180 (cell)
wconsoli@esu1.org

Mrs. Cheri Matthews
Coordinator of Early Childhood Special Education Teachers
Educational Service Unit #1
211 Tenth St.
Wakefield, NE 68784
(402) 287-2061 (work)
(712) 577-1897 (cell)



CERTIFICATED PROFESSIONAL CONTRACT

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

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

- 1 **Term of Employment.** This agreement shall commence on the 1st day of July, 2019 and may be terminated pursuant to Section 7 of this agreement. This term shall consist of 245 days of service in any given contract year, which are inclusive of vacation and exclusive of holidays.
- 2 **Compensation:** The Party shall be paid a yearly salary of \$138,378.20 paid in 12 monthly payments of \$11,531.52. The first salary installment shall be payable on the 20th day of July and on the 20th day of each month thereafter.
- 3 **Fringe Benefits:** ESU7 agrees to provide the same fringe benefits as annually approved by the Board of ESU7.
- 4 **Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is not registered with ESU7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.
- 5 **Policies, Rules and Regulations.** The Party agrees to be governed by the policies of the Board of ESU7, the rules and regulations of ESU7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU7 and rules and regulations of the ESU7 may be changed at any time, with or without notice to the Party.
- 6 **Duties.** The duties of the Party shall be as prescribed for the position and assignment, which duties shall be performed in accordance with standards, goals, and policies established by the Board of ESU7 and the ESU7 Administrator. The Party agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.

- 7 **Termination of Employment.** Should the party violate any of the terms of this contract, or in the performance of his/her assigned duties fail satisfactorily to perform, the Board of ESU7 may upon a finding of just cause, all as set forth hereafter, terminate this contract. Prior to any final decision to terminate this contract prior to the completion of the contract period, the ESU Administrator shall notify the party in writing of any conditions of unsatisfactory performance which the ESU Administrator considers may be just cause to terminate this contract prior to the end of the contract period. The Party will be provided the due process rights provided to them by policy and statute.
- 8 **Disability.** Should the Party be unable to perform the essential functions of the position by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than two (2) months; or if such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may, in its discretion, terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate.
- 9 **Deductions.** This contract shall conform to the federal and state regulations governing deductions from the compensation stated herein with reference to withholding tax, social security, and teacher's retirement. Other deductions may be withheld as agreed to by the parties of this contract.
- 10 **Private Automobiles.** ESU7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU7 in accordance with such mileage reimbursement policies of the Board of ESU7 or as otherwise provided for the in the Negotiated Master Agreement.
- 11 **Entirety of Agreement and Amendments.** The Party certifies that he or she has read the foregoing Certificated Contract, fully understands its terms and conditions and agrees that the foregoing Certificated Contract constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Certificated Contract shall be subject to modification only by a written instrument signed by the Party and the ESU7 Administrator.
- 12 **Amendments to be in Writing.** This contract may be modified or amended only by a written document duly authorized and executed by the ESU7 Administrator and the Board.
- 13 **Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

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

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

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Party this 13 day of June, 2020.

Adam Keltz
Party



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

This employment contract is made by and between **Educational Service Unit No. 7**, referred to herein as "ESU," and **Nicki Brigham**

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 12 day of August, 2019. This contract shall terminate on the 19 day of May, 2020, 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: Nebraska Licensed Registered Nurse. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

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 \$53,183.68 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$4,431.97 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day

of September and on the 20th day of each month thereafter.

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

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

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

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

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

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

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not

earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

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

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

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

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

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

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

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Employee this 11th day of June, 2019.

Chicki Ryga
Employee

Professional (Exempt) Notes/Comments

Do not print with contract
FOR OFFICE USE ONLY

Grant Coordinators
PD Coordinators



Office Use Only:

Degree* MA

Hours Earned * 00

Experience 8

Index 1.53

FTE .60

Salary + Equity* \$ 30,920.08+6,850.80

*Anticipated for (2019-2020 school year)

CERTIFICATED SPECIAL EDUCATION CONTRACT

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

WITNESSETH: That ESU7 hereby agrees to employ the above-named Party in the assignment of Speech Language Pathologist for school year 2019-2020, subject to the following terms and conditions:

- 1. Term of Employment.** This agreement shall commence on the 12 day of August, 2019. This agreement shall terminate on the 20 day of May, 2020 or may be terminated pursuant to Section 7 of the attached contract, whichever comes first. This term shall consist of 111 days of service in any given fiscal year, which are exclusive of holidays.
- 2. Compensation:** The Party shall be paid a yearly salary as determined by the applicable Negotiated Master Agreement, paid in 12 monthly payments. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.
- 3. Fringe Benefits:** ESU7 agrees to pay such part of the health and dental insurance premium of the party as may be agreed upon in negotiations between ESU7 and bargaining organization or organizations of the party, providing said party opts to participate in such an insurance program.
- 4. Professional Status.** The Party hereby affirms that he/she is not under contract with another school board or board of education covering any part of or all of the same terms provided in this contract. Said party affirms that he/she holds or will hold at the beginning of the term of this contract, a current and valid Nebraska License or Teaching Certificate, with State-approved endorsements in those services, teaching, or administrative areas mutually agreed upon by the party and the Board of ESU7. The party further agrees that the certificate is or will be properly registered with ESU7 prior to the beginning of the term of this contract. If the certificate is

not registered with ESU7, prior to the contract start date, this contract shall be declared invalid and the party shall not be further reimbursed for any services rendered under the assignment identified in "WITNESSETH" of this contract. This provision shall not apply to the party when the assigned duties of the party do not require certification.

5. **Policies, Rules and Regulations.** The Party agrees to be governed by the policies of the Board of ESU7, the rules and regulations of ESU7 and the directives of supervisors. The Party agrees that the policies of the Board of ESU7 and rules and regulations of the ESU7 may be changed at any time, with or without notice to the Party.
6. **Duties.** The duties of the Party shall be as prescribed for the position and assignment, which duties shall be performed in accordance with standards, goals, and policies established by the Board of ESU7 and the ESU7 Administrator. The Party agrees to devote full time, skill, labor and attention to these duties throughout the term of this contract.
7. **Termination of Employment.** Should the party violate any of the terms of this contract, or in the performance of his/her assigned duties fail satisfactorily to perform, the Board of ESU7 may upon a finding of just cause, all as set forth hereafter, terminate this contract. Prior to any final decision to terminate this contract prior to the completion of the contract period, the ESU Administrator shall notify the party in writing of any conditions of unsatisfactory performance which the ESU Administrator considers may be just cause to terminate this contract prior to the end of the contract period. If the party wishes a hearing, a written request shall be sent to the Secretary of the Board or the ESU Administrator within 7 calendar days after receipt of the written notice. Upon receipt of such notice the Board shall order the hearing to be held within thirty (30) days and shall give written notice of the time and place of the hearing to the party. At the hearing evidence shall be presented in support of the reasons given for considering termination of the contract and the party shall be permitted to produce evidence relating thereto.

The Board shall render a decision to terminate the contract based on the evidence produced at the hearing. As used herein the term "just cause" shall mean (a) incompetency, (b) neglect of duty, (c) unprofessional conduct, (d) insubordination, (e) immorality, (f) physical or mental incapacity, or (g) other conduct, which interferes substantially with the continued performance of his/her assigned duties. Nothing contained herein shall prevent the suspension of the party, with pay, from his/her duties during the pendency of such proceedings. If the party makes no request for a hearing within the seven days provided herein, the Board of ESU7 may proceed to take official action to terminate this contract.

8. **Disability.** Should the Party be unable to perform the essential functions

of the position by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than two (2) months; or if such disability is permanent, irreparable, or of such a nature as to make performance of his/her duties impossible, the Board may, in its discretion, terminate this contract, whereupon the respective rights, duties and obligations of the parties hereunder shall terminate, with the exception of any benefits to be paid to the Party under any insurance coverage furnished by ESU7.

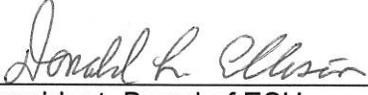
9. **Deductions.** This contract shall conform to the federal and state regulations governing deductions from the compensation stated herein with reference to withholding tax, social security, and teacher's retirement. Other deductions may be withheld as agreed to by the parties of this contract.
10. **Private Automobiles.** ESU7 will reimburse the Party for the use of private automobiles in the conducting of official business for ESU7 in accordance with such mileage reimbursement policies of the Board of ESU7 or as otherwise provided for in the Negotiated Master Agreement.
11. **Entirety of Agreement and Amendments.** The Party certifies that he or she has read the foregoing Certificated Special Education Contract, fully understands its terms and conditions and agrees that the foregoing Certificated Special Education Contract constitutes the entire agreement and that no representations, promises, agreements or undertakings, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Certificated Special Education Contract shall be subject to modification only by a written instrument signed by the Party and the ESU7 Administrator.
12. **Amendments to be in Writing.** This contract may be modified or amended only by a written document duly authorized and executed by the ESU7 Administrator and the Board.
13. **Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

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

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



Secretary, Board of ESU7



President, Board of ESU

Executed by the Party this _____ day of _____, 20__.

Party

ESU 7

Cen7ter

Student/Parent Handbook

2019-2020



ESU 7 Student Services

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

ESU 7 Main Office

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

WELCOME

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

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

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

VISION

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

MISSION

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

VALUES

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

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



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

ESU 7 Administrator
Larianne Polk
402-564-5753 ext. 1001
lpolk@esu7.org

ESU 7 Special Education Director
Darus Mettler
402-564-0815 ext. 1018
dmettler@esu7.org

ESU 7 Student Services Principal
Leanne Blanchard
402-564-0815 ext. 1007
lblanchard@esu7.org

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

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

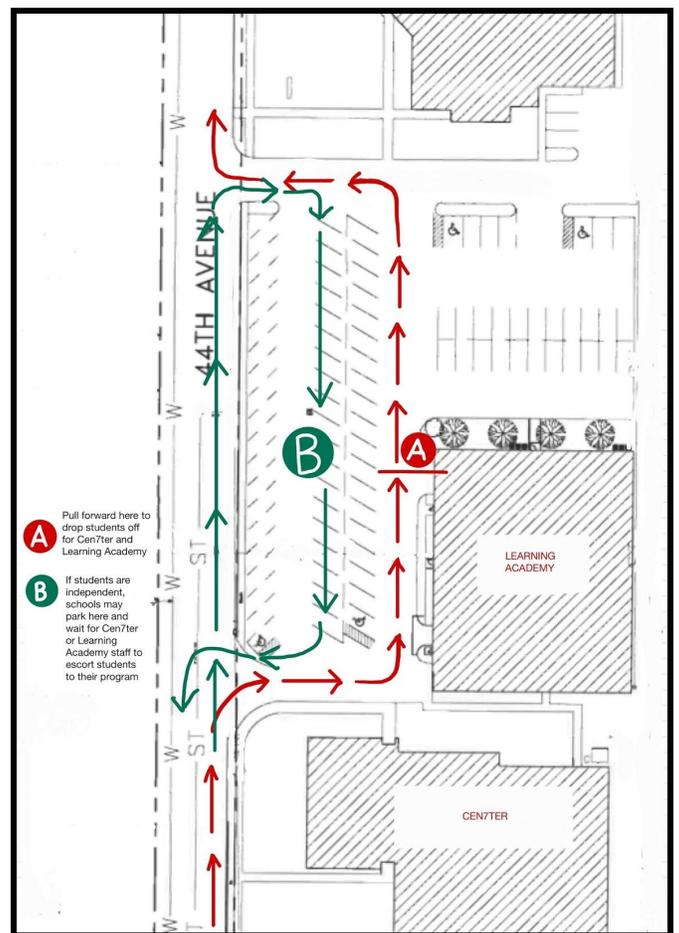
Registered Nurse
Nicki Brigham
402-564-0815 ext. 1011
nbrigham@esu7.org

LOCATION

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

DROP OFF / PICK UP

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



PLACEMENT

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

SCHOOL HOURS

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

LATE ARRIVAL AND EARLY DEPARTURE INSTRUCTIONS

Notify the Cen7ter if you will be dropping her/him off late or picking up early.

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

ATTENDANCE AND ABSENCES

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

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

STUDENT PROGRESS REPORTS

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

IEP CONFERENCES

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

TRANSPORTATION

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

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

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

LUNCH

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



INDOOR / OUTDOOR ACTIVITIES

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

DISCIPLINE

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

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

- Service work
- Monetary reimbursement

SCHOOL CLOSING / CANCELLATION

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

- If your resident school district is not scheduled to be in session, your child will not attend the Cen7ter for the day (ie: spring break, Martin Luther King, Jr. Day, President's Day).
- If the main offices of ESU 7 are closed due to inclement weather, the Cen7ter will also be closed.
- If your resident district is closed due to inclement weather, your child will not attend the Cen7ter.
- If the main offices of ESU 7 are opening late, the Cen7ter schedule will adjust to the opening of the main offices.
- If the resident district has a late start, AND travel to the Cen7ter is safe after school resumes, your child may attend the Cen7ter.
- If travel is unsafe, the decision for transporting your child to the Cen7ter will be made by the resident school districts in collaboration with ESU 7 Student Services Principal.

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



FIRE DRILLS / TORNADO DRILLS / EMERGENCY DRILLS

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

COMMUNICATION

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

If you need to call the Cen7ter to visit with your child's teacher, please do so before 9:30 am or after 2:30 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. 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 direct during the school day or request your child come to the phone.

STUDENT AND STAFF RELATIONSHIPS

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

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

STUDENT ATTITUDE

Problems may arise between students in the Cen7ter. A staff member will work with students(s) on the problem and help resolve it in a positive manner. The staff endeavors to help student's problem solve.

Each student is responsible for his/her own conduct according to their abilities and with IEP accommodations and staff support. Some suggestions to aid in this are:



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

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

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

VISITING SCHOOL

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

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. When these items become a distraction to themselves or other students, the classroom teacher will remove the device and lock 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 Service Principal will notify the parent and resident school district to address the problem in the BIP.

PUPIL SUPPLIES

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

ANTI-BULLYING

(ESU 7 Policy, Article V, Section 6, C - **To be approved in June**)

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

ESU 7 shall review Article V, Section 6, C Anti-Bullying Policy annually.

WELLNESS

(ESU 7 Policy, Article V, Section 7, F - **To be approved in June**)

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

1. Goals to Promote Student Wellness

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

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

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



2. Nutrition Guidelines

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

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

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

3. Plan for Measuring Implementation and Designation of Responsible Persons

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

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

4. Development of Policy

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

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

HEALTH SERVICES

The Cen7ter has a registered nurse on staff. Because many of the children in the Cen7ter are medically fragile (susceptible to illness that are minor for the majority of the population, but could become life threatening for some of our students) it is extremely important to keep ill children home for the duration of the illness. (Reference: Contagious and Infectious Disease/Condition Minimum Isolation Standards set by the Nebraska Department of Health and Human Services.)

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

- fever of 100 or more (axillary temperature of 99=100, rectal temperature of 101=100), must stay below 100 for 24 hours before returning to school without the use of acetaminophen (Tylenol) or ibuprofen (Advil)
- questionable illness or injuries which may require evaluation by a physician
- undiagnosed rash/skin lesion
- inflamed red eyes and/or drainage
- earache and/or drainage from the ear
- sores that appear infected or are draining
- lethargy (extreme tiredness uncharacteristic of the child)
- extreme paleness uncharacteristic of the child



- any contagious disease such as chickenpox (contagious for one week through upper respiratory tract), influenza, cold symptoms with green or yellow nasal discharge, croupy or persistent cough, etc.
- nausea/vomiting (no vomiting for 24 hours before returning to school)infectious diarrhea (no yellowish or greenish liquid stools with a water ring surrounding it for 24 hours before returning to school)
- refusal to eat or drink the two previous meals
- complaints of headache or stomach ache that seems debilitating
- infestations such as scabies or head lice (not including nits only) excluded from school until treated

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

Minor injuries will be treated by Cen7ter staff who have been trained in First Aid and CPR when the nurse is not in the building. As written and approved in ESU 7 policy Article V, Section 7, B Emergency Medical Aid (Adopted May 20, 2019), 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.

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

To help insure the health and safety of our children, Educational Service Unit 7 personnel shall only administer medications to students when following directions specified in a medication policy. Cen7ter staff will follow Article V, Section 7, B Dispensing Medication policy **(To be approved in June 2019)** when administering medications.

Educational Service Unit 7 Process for Administering Medications:

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



2. Authorizations for Non-Prescription Medications. Non-prescription medications may be administered provided that a caretaker's authorization is provided in the form established by the Administrator or designee and the medication is in its original packaging.
3. Renewal of Authorizations. Medication authorizations must be renewed annually and updated immediately as changes occur.
4. Documentation. Accurate medication administration records are to be kept and maintained. Documentation of each dose of medication administered shall be made reflecting the student's name, the name of the medication, date, time, dosage, route, the signature and title of the person administering the medication and any unusual observations, and any refusal by the recipient to take or receive the medication. Medication documentation shall be kept confidential in accordance with the policies and practices concerning student records, provided that medication administration records shall be available to the Department of Education and the Department of Health and Human Services Regulation and Licensure for inspection and copying according to the Family Education Rights and Privacy Act (FERPA) requirements. Such medication administration records shall be maintained for not less than two years.
5. Storage. Medication shall be stored in a locked or otherwise secure area in accordance with the manufacturer's or dispensing pharmacist's instructions or temperature, light, humidity, or other storage instructions. Only authorized personnel who are designated by the administration shall have access to the medications. The school nurse shall establish procedures for monitoring the storage and handling of medication, the medication's expiration date, and the disposal of medication.
6. Receipt and Disposal of Medications. Medication shall be delivered to ESU personnel and picked up by the parent. When medication is received, the amount received should be documented. Medication which is either past the expiration date or not claimed by the parent a reasonable time following the student's departure from the ESU program shall be destroyed. Procedures for destroying medication shall include witness and documentation.
7. Administration of Medication by ESU Personnel.
 - a. Administration of Medication: Administration of medication includes, but is not limited to:
 - 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 affects, side effects, interactions, and contraindications associated with the medication.
 - b. Authorized ESU Personnel: Administration of medication shall only be done by the following:
 - i. Health Care Professionals (School Nurses). This means an individual who holds a current license from the Department of Health and Human Services Regulation and Licensure for whom administration of medication is included in the scope of practice. For purposes of this Policy, such individuals are referred to as "school nurses."

- ii. Medication Competent Staff. This means a staff member of the ESU who, by arrangement with the school in which the student is enrolled is an employee of the school for purposes of the medication administration laws and who has been determined to be competent to administer medication in accordance with the competency assessment standards established by law. A medication competent staff member is to be subject to direction and monitoring, which involves responsibility for observing and taking appropriate action regarding any desired effects, side effects, interactions, and contraindications associated with the medication. Direction and monitoring is to be done by a recipient with capability and capacity to make an informed decision about medications, a caretaker, or the school nurse. Medication competent staff members are to promptly report any medication errors or concerns to the school nurse.
- c. Routes of Medication Administered by ESU Personnel:
- i. Routine Medication via Oral, Inhalation, Topical, and Instillation Routes: School nurses and medication competent staff may provide routine medications (meaning the frequency of administration, amount, strength, and method are specifically fixed) by the following routes:
 1. Oral, which includes any medication given by mouth including sublingual (placing under the tongue) and buccal (placing between the cheek and gum) routes and oral sprays
 2. Inhalation, which includes inhalers, and nebulizers. Oxygen may be given by inhalation;
 3. Topical application of sprays, creams, ointments, and lotions and transdermal patches; and
 4. Instillation by drops, ointments, and sprays into the eyes, ears, and nose.
 - ii. Administration of Medication via Additional Routes, PRN Medication, and Observing and Reporting: School nurses and medication competent staff may provide medication by additional routes (“additional routes”), provide PRN medication (PRN medication means an administration scheme in which a medication is not routine, is taken as needed, and requires assessment for need and effectiveness), or participate in observing and reporting for monitoring medications only under the following conditions:
 1. In the case of a medication competent staff member, a determination has been made by the school nurse or by the student’s physician or duly licensed health care professional that these activities can be done safely for the specified recipient by the medication competent staff member and the determination is placed in writing.
 2. Directions for additional routes must be for recipient specific procedures and must be in writing.
 3. Directions for PRN medication must be in writing and include parameters for provision of PRN medication.

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

ESU 7 shall review Article V, Section 7, B Dispensing Medications policy annually.

SAFETY

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

- Student leaves campus without permission - staff will notify police to assist.
- Physical aggression by a student - staff will use separate room and/or physical restraint.
- Threats to harm self or others - staff will assess the seriousness of threat and take appropriate steps to help ensure safety.
- Cen7ter emergency (intruder, fire, etc.) - staff will follow emergency plan.

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

INTERNET SAFETY

(Article III, Section 7, G Internet Safety Policy - Adopted Nov. 19, 2018)

It is the policy of the ESU to comply with the Children's Internet Protection Act (CIPA) and Children's Online Privacy Protection Act (COPPA). With respect to the ESU's computer network, the ESU shall: (a) protect against user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) protect against unauthorized access, including so-called "hacking," and other unlawful activities online; (d) protect against unauthorized online



disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful to minors.

ESU 7 shall review Article III, Section 7, G Internet Safety Policy annually.

LEAVING THE GROUNDS

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

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

WEAPONS

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

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

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

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



USE OF ALCOHOL / DRUGS / OTHER CONTROLLED SUBSTANCES

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

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

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

POSSESSION OF TOBACCO

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

SEARCH AND SEIZURE

(Article V, Section 6, B, Search and Seizure - **To be approved in June**)

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:

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

ESU 7 shall review Article V, Section 6, B Search and Seizure Policy annually.



RESTRAINT AND SECLUSION

(Article V, Section 5, C, Use of Restraints and Seclusion - **To be approved in June**)

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

Definitions

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

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

ESU 7 shall review Article V, Section 5, C, Use of Restraints and Seclusion Policy annually.

MANDATORY REPORTERS

(Article V, Section 5, A, Child Abuse and Neglect - Adopted 5/20/2019)

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

ESU 7 shall review Article V, Section 5, A, Child Abuse and Neglect Policy annually.



JOB SITE EXPERIENCE

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

NONDISCRIMINATION

ESU 7 and Cen7ter hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. ESU 7 and Cen7ter intend to take all necessary measures to assure compliance with all laws against any prohibited from of discrimination. ESU 7 and Cen7ter do not discriminate on the basis of race, color, national origin, gender, marital status, sexual orientation, disability, religion or age in admission, access, or treatment with regard to its programs and activities or with regard to employment.

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.

RESIDENT SCHOOL DISTRICT ACKNOWLEDGEMENT OF CONTENTS OF HANDBOOK

Superintendent Signature District Date



SCHOOL CALENDAR

Parent Yearly Calendar

Schedules 185-245 Work Days

August 2019 - July 2020

175 Days

First Student Day Last Student Day Unit Closed

No Students SPED/All Staff Meetings No Students Inservice Days

August 2019							11	1
S	M	T	W	Th	F	Sa		
					1	2	3	
4	5	6	7	8	9	10		
11		13	14	15	16	17		
18	19	20	21	22	23	24		
25	26	27	28	29	30	31		

September 2019							20	2
S	M	T	W	Th	F	Sa		
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30							

October 2019							21	3
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				

November 2019							18	4
S	M	T	W	Th	F	Sa		
					1	2		
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		

December 2019							13	5
S	M	T	W	Th	F	Sa		
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30	31						

January 2020							21	6
S	M	T	W	Th	F	Sa		
			1	2	3	4		
5	6	7	8	9	10	11		
12	13	14	15	16	17	18		
19	20	21	22	23	24	25		
26	27	28	29	30	31			

February 2020							19	7
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		

March 2020							21	8
S	M	T	W	Th	F	Sa		
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30	31						

April 2020							20	9
S	M	T	W	Th	F	Sa		
			1	2	3	4		
5	6	7	8	9	10	11		
12	13	14	15	16	17	18		
19	20	21	22	23	24	25		
26	27	28	29	30				

May 2020							11/20	10
S	M	T	W	Th	F	Sa		
					1	2		
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		
31								

June 2020							22	11
S	M	T	W	Th	F	Sa		
	1	2	3	4	5	6		
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30						

July 2020							22	12
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			



Cen7ter

**STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT
2019-2020**

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

Student Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Cen7ter Principal Signature _____ Date _____

Cen7ter

**PERMISSION FORM
2019-2020**

Student _____

I give permission for my child to:

- have his/her name and/or picture appear in any newspaper, magazine, Twitter or other media to highlight projects and events at Cen7ter.
- be video-recorded, photographed or digitally recorded for education purposes
- go on short trips to the library, park, bowling alley, grocery store or various other local sites.
- participate in activities (e.g. bowling, basketball, etc.) during the school day.
- go to a work site at an off campus setting.
- participate in student led IEP activities and be recorded for educational purposes.
- 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.

Please list any activity you do not want your child to participate in: _____

Parent/Guardian Signature _____ Date _____

Cen7ter



**HEALTH HISTORY/EMERGENCY CONTACT
2019-2020**

Student	Gender	DOB
Parent Name/Guardian/Care Provider		
Street/Rural Address		
PO Box	City	Zip
Phone (H)	(W)	(C)
Email		
Emergency Contact 1		Relationship
Address		Zip
	City	
Phone (H)	(W)	(C)
Emergency Contact 2		Relationship
Address		Zip
	City	
Phone (H)	(W)	(C)

Are Medications to be given at Cen7ter: _____ NO _____ YES (See list below)

<u>Prescription Medication Name/Reason</u>	<u>Dosage</u>	<u>Time</u>
--	---------------	-------------

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

Diagnosis	
Please check any conditions that pertain to your child	
Diabetes _____ Allergies _____ Asthma _____ Seizures _____	
Other health concerns/special needs	
List any allergies	
Special dietary needs	
Hearing problems	
Vision problems	
Speech problems	
Recent hospitalization	
Physician name	Phone
Counselor/Psychiatrist	Phone

Parent/Guardian Initial for Consent:

_____ I give permission for trained Cen7ter staff to provide prescription medications(s) as listed above.

_____ I agree to notify Cen7ter immediately with any changes in medication orders and provide a current physician order.

_____ I give permission for trained staff to provide Tylenol or Ibuprofen (according to manufacturer dosage instructions, and provided by the parent in the original packaging) to this student for discomfort and verify that the student has taken these medications previously without problem.

Parent/Guardian Signature _____ Date _____

Authorization expires at the end of each academic year.

Cen7ter

**ACCEPTABLE USE OF COMPUTERS AND NETWORKS STUDENT'S AGREEMENT
2019-2020**

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

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

Student's Name _____

Student's Signature _____ Date: _____

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



Cen7ter

**ACCEPTABLE USE OF COMPUTERS AND NETWORKS PARENT'S AGREEMENT
2019-2020**

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

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

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

Student's Name _____

Parent's Signature _____ Date: _____

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



ESU 7

Learning Academy

Student/Parent Handbook

2019-2020



ESU 7 Student Services

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

ESU 7 Main Office

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

WELCOME

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

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

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

VISION

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

MISSION

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

VALUES

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

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



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

ESU 7 Administrator
Larriane Polk
402-564-5753 ext. 1001
lpolk@esu7.org

ESU 7 Special Education Director
Darus Mettler
402-564-0815 ext. 1018
dmettler@esu7.org

ESU 7 Student Services Principal
Leanne Blanchard
402-564-0815 ext. 1007
lblanchard@esu7.org

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

Mental Health Practitioner
Ronelle Jackson
402-564-0815 ext. 1008
rjackson@esu7.org

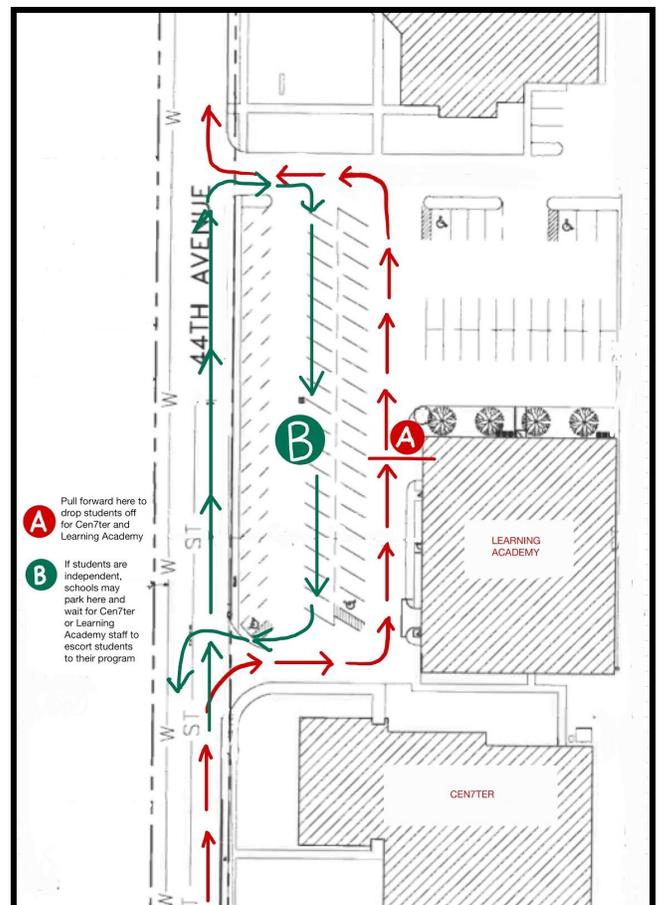
Registered Nurse
Nicki Brigham
402-564-0815 ext. 1011
nbrigham@esu7.org

LOCATION

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

DROP OFF / PICK UP

Resident school districts are responsible for 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 member to escort him/her to the building (see area on map marked B). The diagram below illustrates the procedure.



PLACEMENT

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

SCHOOL HOURS

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

LATE ARRIVAL AND EARLY DEPARTURE INSTRUCTIONS

Notify the Learning Academy if you will be dropping her/him off late or picking up early.

DRESS CODE

Values

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

Code:

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

ATTENDANCE AND ABSENCES

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

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

STUDENT PROGRESS REPORTS

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

IEP CONFERENCES

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

TRANSPORTATION

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

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

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

LUNCH

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

The Learning Academy lunch program will meet or exceed the nutritional guidelines for the requirements of federal and state law and regulatory authorities and no food in competition



with the school lunch program shall be sold or otherwise made available to students anywhere on Learning Academy premises during the period of one-half hour prior to the serving period for lunch and lasting until one-half hour after serving lunch. The students may bring their own lunches. Parents are encouraged via health promotional materials to make healthy choices for student lunches.

INDOOR / OUTDOOR ACTIVITIES

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

ACADEMIC RESPONSIBILITY

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

DISCIPLINE

It is our belief that the best way to improve and stabilize student behavior is through teaching and reinforcing desired behaviors while reducing the effectiveness of undesired behaviors. All students should be treated with dignity and respect, regardless of their behavior. At the Learning Academy, students earn access to activities, technology, tangibles, and other privileges through the demonstration of the target behaviors outlined in their IEP/BIP and compliance with school rules and expectations. Failure to demonstrate desired behaviors will result in missed opportunities to access preferred items and activities as outlined in the Points and Levels System. Discipline response will need to follow the student's IEP and Behavior Intervention Plan. Specific interventions, consequences, supports are defined within the IEP/BIP.

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

SCHOOL CLOSING / CANCELLATION

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

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

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

FIRE DRILLS / TORNADO DRILLS / EMERGENCY DRILLS

Fire Drills and Tornado Drills are conducted throughout the school year in accordance with state guidelines. Other drills throughout the year will be evacuation, school lockdown, 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 the first day of class as well as throughout the school year as needed. Special accommodations will be made for those students whose medical condition would be exacerbated by participating in drills.

COMMUNICATION

Continuous and open communication between teachers and parents is important to creating a successful school experience for our students. Two-way communication between the Learning Academy, resident school district, and home is important. The educational process is the sharing of information between the teachers, the learner, and parents/guardians. Informal communication and personal calls between parents, Learning Academy staff, and students are discouraged.

Parents can expect their child to come home each day with a daily data sheet. Students should return the signed data sheet the following morning. Parents are encouraged to be in frequent contact with their child's Learning Academy teacher through email and/or phone calls. If you need to call the Learning Academy to visit with your child's teacher, please do so before 9:30 am or after 2:30 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.

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 direct during the school day or request your child come to the phone.

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

STUDENT AND STAFF RELATIONSHIPS

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

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

STUDENT ATTITUDE

If a problem arises with another student in the classroom, it is recommended that the student discuss the problem with a teacher or other staff member. A staff member will work with students(s) on the problem and help resolve it in a positive manner. The staff endeavors to help student's 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:

1. Stay in assigned area.
2. Follow verbal/picture directions.
3. Participate in class (group) discussions.
4. Ask for help.
5. Make correction quietly without argument or complaint.
6. Find a quiet activity to work on if you have finished and corrected your work.
7. Respect others. This includes no verbal or physical abuse and stealing.
8. Use appropriate language.
9. Respect the property of the school and others.
10. Respect yourself.

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

1. Fighting
2. Striking a staff member or peer
3. The use of, sale, or possession of drugs, alcohol or drug paraphernalia, or any illegal substance or facsimile
4. Theft

5. Cheating
6. Intimidation
7. Destruction of property. It should be noted that the student would be held responsible for payment of the damages of such property
8. Any behavior that endangers the student, his/her peers or staff member
9. Continual use of profane or sexually suggestive language in the school setting
10. Harassment of a student or staff member
11. Sustained lack of progress in the program

VISITING SCHOOL

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

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 of the educational process. When these items become a distraction to themselves or other students, the classroom teacher will remove the device and lock 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 Service Principal will notify the parent and resident school district to address the problem in the BIP.

DIGNITY ROOM

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

POINTS AND LEVEL SYSTEM

Level System

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

Level 1:

Participating in class with peers

Access to board and card games

Access to sensory room

Access to gym and gym equipment

Access to technology for schoolwork

- To transition to level 2, student must meet their daily goal for 5 or 10 days (dependent on age or ability) which will be set by the team. Days do not have to be consecutive.

Level 2:

Technology privileges - at designated reward times, students can use technology for school-appropriate entertainment and games.

Monday Clubs

- To transition to level 3, student must meet their daily goal for 5 or 10 days (dependent on age or ability) which will be set by the team. Days do not have to be consecutive.

Level 3:

Field trips (educational with Learning Academy staff here local and/or home district class activities)

Friday Funday

Choice seating at lunch

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

Level 4:

Travelling 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

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

Off Card/Natural: Students have to meet their behavior goals for 20 consecutive days at Level 4 to go off card.

Student no longer carries a data sheet

Student begins 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

- To begin the transition process back to their home school, students must meet academic and behavioral expectations for 10 days, then continue to meet those expectations during the transition process.

Transition: (see transition process)

Student begins attending classes in their home school

Level 0:

When a student has demonstrated behaviors that would cause him/her to lose days or levels, but has no days to lose, that student would be placed at level 0. Students will also be assigned to Level 0 by the program principal if they endanger the safety of or harm others. Students at Level 0 work separately from peers. Students on Level 0 have no earning privileges, so they do not earn any credits in the token economy while at this level. Student on Level 0 do not get to eat with their peers.

Students may earn their way off level 0 with a plan designed by the Student Services Principal.

Examples of expectations may include:

- By meeting their individual behavior goals on their data sheet.
- Compliance with specific tasks as assigned by the teacher/principal
- Processing with staff and or peers involved
- Meeting with the mental health practitioner
- Completing restitution plan

Reasons for loss of days and levels:

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. (Examples: Movies, dodgeball tournaments, activities in the community like bowling, YMCA, etc.)

Data Sheets

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

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 - **To be approved in June**)

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

ESU 7 shall review Article V, Section 6, C Anti-Bullying Policy annually.

PHYSICAL ASSAULT

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

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

WELLNESS

(ESU 7 Policy, Article V, Section 7, F - **To be approved in June**)

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 foods 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 lunch and lasting until one-half hour after the serving of lunch.
- The ESU 7 Special Education Director or designee shall establish such further nutrition guidelines as are determined appropriate to meet the stated mission.

3. Plan for Measuring Implementation and Designation of Responsible Persons

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



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

4. Development of Policy

Learning Academy assures that 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

The Learning Academy has a registered nurse on staff. Because many of the children in the Learning Academy are medically fragile (susceptible to illness that 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 acetaminophen (Tylenol) or ibuprofen (Advil)
- questionable illness or injuries which may require evaluation by a physician
- undiagnosed rash/skin lesion
- inflamed red eyes and/or drainage
- earache and/or drainage from the ear
- sores that appear infected or are draining
- lethargy (extreme tiredness uncharacteristic of the child)
- extreme paleness uncharacteristic of the child
- any contagious disease such as chickenpox (contagious for one week through upper respiratory tract), influenza, cold symptoms with green or yellow nasal discharge, croupy or persistent cough, diagnosis of strep throat, conjunctivitis (pink eye) or any other illness that requires treatment with antibiotics etc.
- nausea/vomiting (no vomiting for 24 hours before returning to school) infectious diarrhea (no yellowish or greenish liquid stools with a water ring surrounding it for 24 hours before returning to school)
- refusal to eat or drink the two previous meals
- complaints of headache or stomach ache that seems debilitating
- infestations such as scabies or head lice (not including nits only) excluded from school until treated

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

Minor injuries will be treated by Learning Academy staff who have been trained in First Aid and CPR when the nurse is not in the building. As written and approved in ESU 7 policy Article V,



Section 7, B Emergency Medical Aid (Adopted May 20, 2019), 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.

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

To help insure the health and safety of our children, Educational Service Unit 7 personnel shall only administer medications to students when following directions specified in a medication policy. Learning Academy staff will follow Article V, Section 7, B Dispensing Medication policy (To be approved in June 2019) when administering medications.

Educational Service Unit 7 Process for Administering Medications:

1. Authorizations for Prescription Medications. Prescription medications may be administered when the following are on file with the ESU:
 - a. Physician's Authorization: A physician's signed, dated authorization including name of the medication, dosage, administration route, time to be given and reason student is receiving the medication.
 - b. Caretaker's Authorization: A caretaker's signed and dated authorization or permission to administer the medication during school. (Note: All references to "caretaker" in this policy shall mean a parent, foster parent, family member, or legal guardian who provides care for the student for whom medication is to be administered. The laws include a "friend" as a caretaker, but the ESU will not ordinarily recognize such an individual as a "caretaker" for the purposes of medication administration).
 - c. Original Packaging: The medication is in its original packaging and is labeled as dispensed by the prescriber or pharmacist. The label must name the student and identify the medication, strength, time interval and route to be administered. If needed, the physician may be contacted for clarification.
2. Authorizations for Non-Prescription Medications. Non-prescription medications may be administered provided that a caretaker's authorization is provided in the form established by the Administrator or designee and the medication is in its original packaging.
3. Renewal of Authorizations. Medication authorizations must be renewed annually and updated immediately as changes occur.
4. Documentation. Accurate medication administration records are to be kept and maintained. Documentation of each dose of medication administered shall be made reflecting the student's name, the name of the medication, date, time, dosage, route, the signature and title of the person administering the medication and any unusual observations, and any refusal by the recipient to take or receive the medication. Medication documentation shall be kept confidential in accordance with the policies and practices concerning student records, provided that medication administration records shall be available to the Department of Education and the Department of Health and Human Services Regulation and Licensure for inspection and copying according to the Family Education Rights and Privacy Act (FERPA) requirements. Such medication administration records shall be maintained for not less than two years.

5. Storage. Medication shall be stored in a locked or otherwise secure area in accordance with the manufacturer's or dispensing pharmacist's instructions or temperature, light, humidity, or other storage instructions. Only authorized personnel who are designated by the administration shall have access to the medications. The school nurse shall establish procedures for monitoring the storage and handling of medication, the medication's expiration date, and the disposal of medication.
6. Receipt and Disposal of Medications. Medication shall be delivered to ESU personnel and picked up by the parent or school district personnel when accompanied by a signed/dated permission to do so by the parent. When medication is received, the amount received should be documented. Medication which is either past the expiration date or not claimed by the parent in person, or via school district personnel, a reasonable time following the student's departure from the ESU program shall be destroyed. Procedures for destroying medication shall include witness and documentation.
7. Administration of Medication by ESU Personnel.
 - a. Administration of Medication: Administration of medication includes, but is not limited to:
 - i. Providing medications for another person according to the "five rights" (getting the right drug to the right recipient in the right dosage by the right route at the right time);
 - ii. Recording medication provision; and
 - iii. Observing, monitoring, reporting, and otherwise taking appropriate actions regarding desired effects, side effects, interactions, and contraindications associated with the medication.
 - b. Authorized ESU Personnel: Administration of medication shall only be done by the following:
 - i. Health Care Professionals (School Nurses). This means an individual who holds a current license from the Department of Health and Human Services Regulation and Licensure for whom administration of medication is included in the scope of practice. For purposes of this Policy, such individuals are referred to as "school nurses."
 - ii. Medication Competent Staff. This means a staff member of the ESU who, by arrangement with the school in which the student is enrolled is an employee of the ESU for purposes of the medication administration laws and who has been determined to be competent to administer medication in accordance with the competency assessment standards established by law. A medication competent staff member is to be subject to direction and monitoring, which involves responsibility for observing and taking appropriate action regarding any desired effects, side effects, interactions, and contraindications associated with the medication. Direction and monitoring is to be done by a recipient with capability and capacity to make an informed decision about medications, a caretaker, or the school nurse. Medication competent staff members are to promptly report any medication errors or concerns to the school nurse.
 - iii. Routes of Medication Administered by ESU Personnel:

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

approved by the FDA. When ESU personnel refuse to carry out a request to administer medication, the Administrator or designee is to be notified and efforts are to be made to work out a suitable solution (such as changing the time of administration, dosage, or the medication) with the parent or guardian and the physician.

ESU 7 shall review Article V, Section 7, B Dispensing Medications policy annually.

SAFETY

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

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

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

INTERNET SAFETY

(Article III, Section 7, G Internet Safety Policy - Adopted Nov. 19, 2018)

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

ESU 7 shall review Article III, Section 7, G Internet Safety Policy annually.

LEAVING THE GROUNDS

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

1. 911 will be called and Student Services Principal notified. The school will provide them with a description of the student, time of departure and general direction the student is traveling



2. Staff will try to intervene and encourage them to return to Learning Academy
3. Staff will follow them to keep the student visible
4. Parent/guardian will be notified
5. School district will be notified
6. Police report will be given

WEAPONS

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

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

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

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

USE OF ALCOHOL / DRUGS / OTHER CONTROLLED SUBSTANCES

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

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

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

POSSESSION OF TOBACCO

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

SEARCH AND SEIZURE

(Article V, Section 6, B, Search and Seizure - **To be approved in June**)

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:

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

ESU 7 shall review Article V, Section 6, B Search and Seizure Policy annually.

RESTRAINT AND SECLUSION

(Article V, Section 5, C, Restraint and Seclusion - **To be approved in June**)

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 substantial risk of imminent bodily injury to the student and/or others. Any staff member may physically restrain and/or seclude a student without advance notice to the Student Services Principal when it is necessary for the protection of others or for self-defense. The Educational Service Unit 7 Board of Education and the administration of Learning Academy 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 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:

- 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:

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

Seclusion may not be used:

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

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 implementation of physical restraint or seclusion;
 - A log of the student's behavior during physical restraint or seclusion, including a description of the restraint technique(s) used and any other interaction between the student and staff;
 - A description of any injuries (whether to students, staff, or others) or property damage;

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

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

B. Notification of Administration. ESU 7 Special Education Director or Director designee shall be notified of the incident as soon as possible, but no later than the end of the school day on which it occurred.

C. Notification of Parent or Guardian. Within 24 hours after use of seclusion or physical restraint, the ESU 7 Special Education Director or designee shall send written notice of the incident to the student’s parents or guardians, unless the parent or guardian has provided the ESU a written waiver of this requirement for notification. The parent or guardian shall be informed of the date of the incident, a description of the intervention (physical restraint or seclusion) used, and who at the school may be contacted for further information.

D. Evaluation. An evaluation shall be conducted whenever a physical restraint exceeds 15 minutes or results in physical injury, whenever a seclusion exceeds 30 minutes, or use of physical restraint or seclusion is repeated with an individual student during any three-hour period:

- A certified staff person trained in the use of physical restraint, or knowledgeable about the use of seclusion, as applicable, shall evaluate the situation.
- The evaluation shall consider the appropriateness of continuing the procedure in use, including the student’s potential need for medication, nourishment, or use of a restroom, and the need for alternate strategies (e.g., assessment by a mental health crisis team, assistance from police, or transportation by ambulance).

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

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

LAW ENFORCEMENT NOTIFICATION OF STUDENTS WITH A VERIFIED DISABILITY

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. (See Article V, Section 5, D - Removal of Students and Interviews of Students Policy).

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 - Adopted 5/20/2019)

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

ESU 7 shall review Article V, Section 5, A, Child Abuse and Neglect Policy annually.

NONDISCRIMINATION

ESU 7 and Learning Academy hereby gives this statement of compliance and intends 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 from of discrimination. ESU 7 and Learning Academy do not discriminate on the basis of race, color, national origin, gender, marital status, sexual orientation, disability, religion or age in admission, access, or treatment with regard to its programs and activities or with regard to employment.

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.

RESIDENT SCHOOL DISTRICT ACKNOWLEDGEMENT OF CONTENTS OF HANDBOOK

Superintendent Signature

District

Date



SCHOOL CALENDAR

Parent Yearly Calendar

Schedules 185-245 Work Days

August 2019 - July 2020

175 Days

First Student Day Last Student Day Unit Closed

No Students SPED/All Staff Meetings No Students Inservice Days

August 2019							11	1
S	M	T	W	Th	F	Sa		
					1	2	3	
4	5	6	7	8	9	10		
11		13	14	15	16	17		
18	19	20	21	22	23	24		
25	26	27	28	29	30	31		

September 2019							20	2
S	M	T	W	Th	F	Sa		
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30							

October 2019							21	3
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				

November 2019							18	4
S	M	T	W	Th	F	Sa		
					1	2		
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		

December 2019							13	5
S	M	T	W	Th	F	Sa		
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30	31						

January 2020							21	6
S	M	T	W	Th	F	Sa		
			1	2	3	4		
5	6	7	8	9	10	11		
12	13	14	15	16	17	18		
19	20	21	22	23	24	25		
26	27	28	29	30	31			

February 2020							19	7
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		

March 2020							21	8
S	M	T	W	Th	F	Sa		
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30	31						

April 2020							20	9
S	M	T	W	Th	F	Sa		
				1	2	3	4	
5	6	7	8	9	10	11		
12	13	14	15	16	17	18		
19	20	21	22	23	24	25		
26	27	28	29	30				

May 2020							11/20	10
S	M	T	W	Th	F	Sa		
					1	2		
3	4	5	6	7	8	9		
10	11	12	13	14	15	16		
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		
31								

June 2020							22	11
S	M	T	W	Th	F	Sa		
	1	2	3	4	5	6		
7	8	9	10	11	12	13		
14	15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30						

July 2020							22	12
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			



Learning Academy

STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT

2019-2020

After reading this document and meeting with the Learning Academy intake team, I understand and agree to the contents of the Educational Service Unit 7 Learning Academy Student/Parent Handbook.

Student Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Learning Academy Principal Signature _____ Date _____

Learning Academy

PERMISSION FORM

2019-2020

Student _____

I give permission for my child to:

- have his/her name and/or picture appear in any newspaper, magazine, Twitter or other media to highlight projects and events at Learning Academy.
- be video-recorded, photographed or digitally recorded for education purposes
- go on short trips to the library, park, bowling alley, grocery store or various other local sites.
- participate in activities (e.g. bowling, basketball, etc.) during the school day.
- go to a work site at an off campus setting.
- participate in student led IEP activities and be recorded for educational purposes.
- 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.

Please list any activity you do not want your child to participate in: _____

Parent/Guardian Signature _____ Date _____



Learning Academy

HEALTH HISTORY/EMERGENCY CONTACT

2019-2020

Student	Gender	DOB
Parent Name/Guardian/Care Provider		
Street/Rural Address		
PO Box	City	Zip
Phone (H)	(W)	(C)
Email		
Emergency Contact 1		Relationship
Address	City	Zip
Phone (H)	(W)	(C)
Emergency Contact 2		Relationship
Address	City	Zip
Phone (H)	(W)	(C)

Are Medications to be given at Learning Academy: _____ NO _____ YES (See list below)

<u>Prescription Medication Name/Reason</u>	<u>Dosage</u>	<u>Time</u>

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



Diagnosis	
Please check any conditions that pertain to your child	
Diabetes _____ Allergies _____ Asthma _____ Seizures _____	
Other health concerns/special needs	
List any allergies	
Special dietary needs	
Hearing problems	
Vision problems	
Speech problems	
Recent hospitalization	
Physician name	Phone
Counselor/Psychiatrist	Phone

Parent/Guardian Initial for Consent:

_____ I give permission for trained Learning Academy staff to provide prescription medications(s) as listed above.

_____ I agree to notify Learning Academy immediately with any changes in medication orders and provide a current physician order.

_____ I give permission for trained staff to provide Tylenol or Ibuprofen (according to manufacturer dosage instructions, and provided by the parent in the original packaging) to this student for discomfort and verify that the student has taken these medications previously without problem.

Parent/Guardian Signature _____ Date _____

Authorization expires at the end of each academic year.





Learning Academy

ACCEPTABLE USE OF COMPUTERS AND NETWORKS STUDENT'S AGREEMENT

2019-2020

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

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

Student's Name _____

Student's Signature _____ Date: _____

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



Learning Academy

ACCEPTABLE USE OF COMPUTERS AND NETWORKS PARENT'S AGREEMENT

2019-2020

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

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

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

Student's Name _____

Parent's Signature _____ Date: _____

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



A - Student/Parent Handbook

Article V, Section 6, A. Student/Parent Handbook

Students are to be held responsible for compliance with the ESU student handbook. ESU employees shall report handbook violations to the Administrator or designee.

The ESU 7 Administration is responsible for preparing student/parent handbooks for Board approval and distribution. The Board will review and approve student/parent handbooks in order that the contents may be accorded the legal status of board-approved policy and regulation. It is essential that the contents of student/parent handbooks conform with ESU 7 policies and regulations. The Board, therefore, expects student/parent handbooks to be approved by the Board and/or ESU 7 Administrator or designee before publication.

Legal Reference:	
Date of Adoption:	June 17, 2019

A - Employee Files

Article IV, Section 7, A. Employee Files

A. Employee Files

The administration shall protect the confidentiality of personal information in records regarding personnel beyond salaries and routine directory information. Job application materials submitted by applicants, other than finalists, who have applied for employment, shall also be maintained as confidential records. Such confidential records information shall be released only to the extent required by law or as appropriate for the operations of the ESU.

The following information is designated as “directory information” and may be given to parents or guardians of students served by the ESU upon request:

1. Whether a certificated staff member has met State qualifications and licensing criteria for the grade levels and subject areas in which the certificated staff member provides instruction.
2. Whether the certificated staff member is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the certificated staff member, along with information about other graduate certification or degrees held by the certificated staff member, and the field of discipline of the certification or degree.
4. The qualifications of a paraprofessional assigned to their child

4. THE QUALIFICATIONS OF A PARAEducator ASSIGNED TO THEIR CHILD.

Information regarding an employee's medical condition or history is to be maintained in a separate medical file and treated as confidential, including employment background checks related to physical or mental condition and records pertaining to FMLA leaves for health related reasons.

To the extent the ESU conducts any functions within the purview of HIPAA, which may include group health plans or student health services, it designates the ESU as a hybrid entity as to any such functions. The administration shall develop and implement all necessary practices and procedures to comply with laws governing protected health information (PHI) to the extent applicable and to maintain the privacy of PHI that the ESU receives, obtains, or transmits. The Administrator is designated as the HIPAA privacy officer for the ESU.

Legal Reference:	§ 84-712.05 (7) and (15) (Public Records Act) 34 CFR 200.61 (NCLB) 29 CFR § 1630.14 (ADA regulations) 29 CFR § 825.500 (FMLA regulations) 49 CFR 391.23 (Drug Testing regulations) Health Insurance Portability and Accountability Act (HIPAA)
Date of Adoption:	June 17, 2019

C - Use of Restraints and Seclusion

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

Definitions

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

Physical Restraint

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

- are present, or the person whose property is about to be destroyed is likely to react physically if the person's property were destroyed). (Note: If a student is about to destroy or damage property, the act of grasping the student's arm or leg solely to prevent the striking, throwing or kicking of the item is not prohibited).
- To move a student to a seclusion room, or to remove a student to another location because the student is creating a substantial disruption to others, in circumstances where the student is unable to be moved or removed without the use of physical restraint; and
 - In circumstances where the student's IEP or a Behavioral Plan provides for the use of physical restraint in circumstances other than the foregoing. If it is anticipated that physical restraint may need to be used with a special education student, the IEP team is to discuss and include use of physical restraint in the student's IEP if the IEP team determines use of physical restraint to be appropriate. (Note: IEPs or Behavioral Plans should not provide for such physical restraint except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Physical restraint may not be used:

- When a known medical or psychological condition contraindicates its use.
 - As a form of punishment.
2. 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.

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.

3. Timeline. Physical restraint is to be used only as long as necessary to resolve the reason for which it was initiated.
4. Training. Physical restraint shall be applied only by individuals who have received systematic training that includes all the elements described below. An individual who applies physical restraint shall use only techniques in which he or she has received such training within the preceding two (2) years. Training with respect to physical restraint may be provided either by the ESU or by an external entity and shall include, but need not be limited to:
 - Appropriate procedures for preventing the need for physical restraint, including the de-escalation of problematic behavior, relationship-building, and the use of alternatives to restraint;
 - A description and identification of dangerous behaviors on the part of students that may indicate the need for physical restraint and methods for evaluating the risk of harm in individual situations in order to determine whether the use of restraint is warranted;
 - The simulated experience of administering and receiving a variety of physical restraint techniques, ranging from minimal physical involvement to very controlling interventions;
 - Instruction regarding the effects of physical restraint on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
 - Instruction regarding documentation and reporting requirements and investigation of injuries and complaints; and

complaints, and

- Demonstration by participants of proficiency in administering physical restraint.

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

Seclusion

1. When Seclusion May be Used.

Seclusion may be used in the following circumstances:

- When a student's behavior is so out of control that the student's behavior creates a risk of injury to the student or others;
- When a student's behavior is so out of control that the student is causing a substantial disruption to school activities and there is no other technique and no other place the student may be moved to prevent continued disruption;
- When a student's behavior is so out of control that the student is unable to engage in educational activities and there is no other technique that could reasonably be employed to allow the student's emotions to cool down and engage in appropriate behaviors and educational activities; and
- The student has an IEP or a Behavioral Plan which provides for the use of seclusion in circumstances other than the foregoing. If it is anticipated that seclusion may need to be used with a special education student, the IEP team is to discuss and include 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 use of seclusion except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies

... (such as physical or psychological conditions) would not be effective).

Seclusion may not be used:

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

2. 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.
3. 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.
4. Training. Orientation will be provided to staff members who are anticipated to be involved in the use of seclusion. The orientation shall cover the procedures contained in this Guidance.

Documentation and Evaluation

1. Documentation of Use of Physical Restraint or Seclusion. A written record of each use of seclusion or physical restraint shall be prepared and maintained in the student's Learning Academy record. The student's resident school district, shall also maintain a copy of each such record. Each such record shall include:
- The student's name;
 - The date of the incident;
 - The beginning and ending times of the incident;
 - A description of any relevant events leading up to the

- o A description of any relevant events leading up to the incident;
- o A description of any interventions used prior to the implementation of physical restraint or seclusion;
- o A description of the incident and/or student behavior that resulted in implementation of physical restraint or seclusion;
- o 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;
- o A description of any injuries (whether to students, staff, or others) or property damage;
- o A description of any planned approach to dealing with the student's behavior in the future;
- o A list of the school personnel who participated in the implementation, monitoring, and supervision of physical restraint or seclusion;
- o The date on which the parent or guardian was notified.

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

1. Notification of Administration. ESU 7 Special Education Director or Director designee shall be notified of the incident as soon as possible, but no later than the end of the school day on which it occurred.
2. Notification of Parent or Guardian. Within 24 hours after use of seclusion or physical restraint, the ESU 7 Special Education Director or designee shall send written notice of the incident to the student's parents or guardians, unless the parent or guardian has provided the ESU a written waiver of this requirement for notification. The parent or guardian shall be informed of the date of the incident, a description of the intervention (physical restraint or seclusion) used, and who at the school may be contacted for further information.
3. Evaluation. An evaluation shall be conducted whenever a physical restraint exceeds 15 minutes or results in physical

physical restraint exceeds 15 minutes or results in physical injury, whenever a seclusion exceeds 30 minutes, or use of physical restraint or seclusion is repeated with an individual student during any three-hour period:

- A certified staff person trained in the use of physical restraint, or knowledgeable about the use of seclusion, as applicable, shall evaluate the situation.
- The evaluation shall consider the appropriateness of continuing the procedure in use, including the student's potential need for medication, nourishment, or use of a restroom, and the need for alternate strategies (e.g., assessment by a mental health crisis team, assistance from police, or transportation by ambulance).

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

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

Legal Reference:	
Date of Adoption:	June 17, 2019

D - Removal of Students and Interviews of Students

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

1. Removal of Students by Law Enforcement Officials

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

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

statutory authority to arrest a student in certain circumstances and that power is similar to the power granted to a peace officer by law.

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

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

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

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

2. Interviews of Students by Law Enforcement Officials

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

- a. If an interview of a student is requested during school hours concerning an ongoing investigation of a crime not related to the ESU, questioning should not take place until the student’s parent, guardian or custodian has been contacted, either by the ESU or by an appropriate administrator of the school in which the student is enrolled, and permission is given for such interview. The consent should be documented. The presence of an ESU employee during the interview is not necessary.
- b. If an investigator represents that an interview is necessary to collect information concerning an allegation of child abuse or neglect or an offense involving a family relation and it is clear that obtaining parental consent for the interview would be impossible or counter-productive, the interview

may be conducted on ESU premises without such consent. In these situations, an employee of the ESU or the school in which the student is enrolled should be present during the interview to ensure that the interview relates only to those matters specified by the law enforcement official.

c. If the investigation relates to an incident which took place on ESU or school premises or during instructional time, it is not necessary to obtain parental consent for an interview. In these situations, an employee of the ESU or the school in which the student is enrolled should be present during the interview to ensure that the interview relates only to the incident which took place on ESU or school premises or during instructional time or something which is directly related thereto.

d. A probation officer assigned to a student by a court may be allowed the opportunity, on request, to interview a student on ESU premises free from the observation of other children or individuals. In such situations, it is neither necessary nor desirable that an ESU employee be present during the interview. It also is not necessary to obtain the consent of the parent, guardian, or custodian for the interview.

3. Disclosure of Student Records

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

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

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

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

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

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

B - Search and Seizure

Article V, Section 6, B. Search and Seizure

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

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

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

Legal Reference:	
Date of Adoption:	June 17, 2019

C - Anti-Bullying

Article V, Section 6, C. Anti-Bullying

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

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

Legal Reference:	
Date of Adoption:	June 17, 2019

B - Dispensing Medications

Article V, Section 7, B Dispensing Medications

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

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

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

c. Original Packaging: The medication is in its original packaging and is labeled as dispensed by the prescriber or pharmacist. The label must name the student and identify the medication, strength, time interval and route to be administered. If needed, the physician may be contacted for clarification.

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

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

4. Documentation. Accurate medication administration records are to be kept and maintained. Documentation of each dose of medication administered shall be made reflecting the student's name, the name of the medication, date, time, dosage, route, the signature and title of the person administering the medication and any unusual observations, and any refusal by the recipient to take or receive the medication. Medication documentation shall be kept confidential in accordance with the policies and practices concerning student records, provided that medication administration records shall be available to the Department of Education and the Department of Health and Human Services Regulation and Licensure for inspection and copying according to the Family Education Rights and Privacy Act (FERPA) requirements. Such medication administration records shall be maintained for not less than two years.

5. Storage. Medication shall be stored in a locked or

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

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

7. Administration of Medication by ESU Personnel.

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

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

b. Authorized ESU Personnel: Administration of

medication shall only be done by the following:

- i. Health Care Professionals (School Nurses). This means an individual who holds a current license from the Department of Health and Human Services Regulation and Licensure for whom administration of medication is included in the scope of practice. For purposes of this Policy, such individuals are referred to as “school nurses.”

 - ii. Medication Competent Staff. This means a staff member of the ESU who, by arrangement with the school in which the student is enrolled is an employee of the ESU for purposes of the medication administration laws and who has been determined to be competent to administer medication in accordance with the competency assessment standards established by law. A medication competent staff member is to be subject to direction and monitoring, which involves responsibility for observing and taking appropriate action regarding any desired effects, side effects, interactions, and contraindications associated with the medication. Direction and monitoring is to be done by a recipient with capability and capacity to make an informed decision about medications, a caretaker, or the school nurse. Medication competent staff members are to promptly report any medication errors or concerns to the school nurse.
- c. Routes of Medication Administered by ESU Personnel:
- i. Routine Medication via Oral, Inhalation, Topical, and Instillation Routes: School nurses and

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

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

ii. Administration of Medication via Additional Routes, PRN Medication, and Observing and Reporting: School nurses and medication competent staff may provide medication by additional routes (“additional routes”), provide PRN medication (PRN medication means an administration scheme in which a medication is not routine, is taken as needed, and requires assessment for need and effectiveness), or participate in observing and reporting for monitoring medications only under the following conditions:

- a. In the case of a medication competent staff member, a determination has been made by the school nurse or by the student's physician or duly licensed health care professional that these activities can be done safely for the specified recipient by the

medication competent staff member and the determination is placed in writing.

b. Directions for additional routes must be for recipient specific procedures and must be in writing.

c. Directions for PRN medication must be in writing and include parameters for provision of PRN medication.

d. Directions for observing and reporting for monitoring medication must be in writing and include the parameters for the observation and reporting.

e. ESU personnel administering the medication shall comply with the written directions.

iii. Injections: School nurses will ordinarily be responsible for medications that must be provided or administered by injection. A medication competent staff member will not ordinarily administer medications by injection without specific training on injection administration. Students may be authorized to self-administer medication as hereafter provided.

d. Refusal to Administer Medication: The ESU may refuse to give a medication if after a reasonable and prudent research by an ESU or school health care professional a decision has been made that the dosage prescribed exceeds that which is recommended in the Physician's Desk Reference, Mosby's Nursing Drug Reference, the most recent edition of the Nursing Drug Handbook, or other pharmaceutical manuals handbook; or when a drug or substance is not currently approved by the FDA. When ESU personnel refuse to carry out a request to administer medication, the Administrator or designee is to be notified and efforts are to be made to work out a suitable solution (such as changing the

time of administration, the dosage, or the medication) with the parent or guardian and the physician.

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

C - Student Self-Management of Asthma, Anaphylaxis and Diabetes

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

Students with asthma, anaphylaxis or diabetes will be permitted to self-manage such medical conditions while participating in programs operated by the ESU when the student has a self-management plan established with the school in which they are enrolled that is prepared and signed in accordance with legal requirements. A copy of this plan must be provided to the ESU program.

Legal Reference:	§§ 79-224 and 79-225
Date of Adoption:	June 17, 2019

F - Wellness

Article V, Section 7, F. Wellness

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

1. Goals to Promote Student Wellness

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

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

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

2. Nutrition Guidelines

Nutrition guidelines have been selected by Cen7ter for all foods available to students during the school day with the objective of

available to students during the school day with the objective of promoting student health and reducing childhood obesity. The guidelines are as follows:

- any lunch program offered by Cen7ter will meet or exceed the requirements of federal and state law and regulatory authorities and
- no food in competition with the school lunch program shall be sold or otherwise made available to students anywhere on Cen7ter premises during the period of one-half hour prior to serving lunch and lasting until one-half hour after the serving of lunch. The ESU 7 Administrator or designee shall establish such further nutrition guidelines as are determined appropriate to meet the stated mission.

3. Plan for Measuring Implementation and Designation of Responsible Persons

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

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

4. Development of Policy

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

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

Legal Reference:	
Date of Adoption:	June 17, 2019

A - Procedures for Control of Communicable Diseases

Article V, Section 8, A. Procedures for Control of Communicable Diseases

It shall be the policy of Educational Service Unit 7 to adopt an Exposure Control Plan for the purpose of eliminating or minimizing student and employee exposure to job related risks associated with bloodborne pathogens. It is the further purpose of this policy to provide a legal and structural framework in which the administration shall develop procedures and practices for the purposes such as , but not limited to, identifying employees with occupational exposure risks from bloodborne pathogens, informing such employees of such risks, informing such employees of their rights, implementing methods of record keeping, and implementing practices to minimize or eliminate, where possible, risks to employees from bloodborne pathogens. "Employee" as used herein does not include volunteers, trainees other than student teachers assigned to ESU 7, under the supervision of ESU 7, or independent contractors. "Student" as used herein shall mean a student attending one of the ESU programs located on ESU 7 Campus.

A. Students

- a. Students will be excluded from school for the following communicable diseases. Each of the communicable diseases listed below has a period for exclusion.
 - i. Measles (Rubeola): Students may return to school the fifth day after the onset of the rash. The State Health Department must be notified immediately.

Students who are at risk of contracting the disease

(who have not been adequately immunized against measles) will be excluded or served in another manner for the duration of the measles outbreak.

- ii. Three Day Measles (Rubella): Students may return to school seven days after the onset of the rash. The State Health Department must be notified immediately. Students who are at risk of contracting the disease (who have not been adequately immunized against rubella) will be excluded or served in another manner for the duration of the rubella outbreak.
- iii. Mumps: Students may return nine days after the onset of Parotid swelling. The State Health Department must be notified immediately.
- iv. Chicken Pox (Varicella): Students may return to school seven days after the initial onset of the rash if all pox are dry and the student is symptom-free.
- v. Shingles (Herpes Zoster): Students may return to school after all lesions are dried.
- vi. Streptococcal Infection: Students may return to school 24 hours after the start of antibiotic therapy regimen if body temperature is normal.
- vii. Ringworm (Tinea Corporis), Impetigo, Scabies, and Pinkeye (Conjunctivitis): Students shall remain out of school at least one day and until treatment has begun. Students with mild tinea corporis, impetigo, scabies and conjunctivitis may be sent home at the end of the school day with instructions not return until under a physician's care.
- viii. Head Lice: Students shall be excluded from school until completion of first treatment and all nits (eggs) are removed. Students with head lice will be sent home with instruction not to return until after completion of the first treatment and removal of all nits.

- ix. Herpes Simplex Virus: Students having open skin lesions that cannot be covered with a dressing shall be excluded from school until the lesions are dried.
- x. Hepatitis A: Students may be readmitted to school upon approval of their physician.
- xi. Elevated Body Temperature: Students with temperatures over 100 degrees shall be sent home from school. Body temperatures must be normal for 24 hours before returning to school.
- xii. Hepatitis B and Human Immunodeficiency Virus (HIV) also referred to as Aids Related Complex (ARC) and Acquired Immune Deficiency Syndrome (AIDS): Determination of the school attendance status of a student with Hepatitis B or HIV/ARC/AIDS will be on a case by case basis.

If the ESU Administrator, program supervisor or the Superintendent of the student's district of residence receives information that a student attending any ESU 7 regional program has become infected with Hepatitis B or HIV, the Superintendent of the student's district of residence shall contact the parents of the student to determine if they wish their child to continue to receive educational services as currently being provided under his/her Individual Education Program (IEP)

If the student is to continue to be served by the ESU 7 regional program, the ESU Administrator shall immediately convene a planning team which shall prepare recommendations needed to appropriately accommodate the student in his/her current placement. The planning team shall include, but not be limited to the following persons:

- a. The student's parents or guardians.
- b. The student's representative (at the option of the parents).
- c. The student's physician.
- d. The ESU 7 Administrator or Designee.

- e. The ESU 7 Program Supervisor.
- f. The ESU 7 attorney.
- g. The Superintendent of the school district housing the regional program.
- h. The Superintendent of the student's school of residence.
- i. The student's teacher or teachers.
- j. The ESU 7 medical representative (at the option of the ESU 7 Administrator).
- k. The consultants representing the Nebraska State Departments of Health and Education.

The planning team shall: (1) Receive a medical overview of the student's condition; (2) Consider the nature of the risk (how the disease is transmitted); (3) Consider the severity of the risk (the potential harm to third parties); (4) Consider the behavior and neurological development of the student; (5) Consider the student's interaction with staff and other students; (6) Consider the desires and needs of the student and his/her family; (7) Consider the age of the student; (8) Consider the degree to which other individuals with whom the student will interact; and (9) Consider any other pertinent factors reasonably related to the decision.

The planning team shall generate recommendations for serving the student for the teachers, the program supervisor, other students, the administrator of the school housing the regional program, the superintendent of the student's school district of residence and the custodian(s). The planning team shall generate recommendations concerning the restroom facilities, lunchroom facilities, transportation, public relations and any emergency procedures. Should the planning team recommend a change in the current IEP or IFSP, an IEP or IFSP meeting shall be convened immediately.

It is the goal of ESU 7 that all Hepatitis B and HIV/ARCS/AIDS affected students be able to attend regional programs and participate in activities in an unrestricted setting so long as such

attendance and participation would be reasonable. However, exceptions will be made for students with neurological impairments or developmental delays resulting in a lack of control over bodily fluids and displays of behavior such as biting, or students who have uncovered oozing lesions.

The privacy of the student and his/her family must be protected and the knowledge that a student has a communicable condition should be confined to persons with a direct need to know basis unless parental authorization is obtained to waive privacy rights. If it becomes necessary to inform others, these persons will be provided with information concerning the necessary precautions and will be informed of confidentiality rights and privacy requirements.

B. Employees

- a. Contagious and Infectious Diseases: When an employee has a contagious or infectious disease which is in a communicable stage or presents more than a minimal risk of transmission to others, the employee should not report to work and is expected to follow the absence from work as listed under the heading "Students" earlier in this policy. Prior to returning to work, employees shall upon request submit a physician's statement stating that the employee is able to return to work and does not pose a significant risk of transmission of the disease to others.
- b. Bloodborne Pathogen Communicable Diseases: Communicable diseases subject to this part include diseases spread via bloodborne pathogens, including Human immunodeficiency virus (HIV (Including AIDS) and Hepatitis B (only carriers are of concern). An employee with a communicable disease, or an applicant for employment, shall be employed or be continued in employment without consideration of the communicable disease provided the employee or

applicant is able to perform the essential functions of the position with such reasonable accommodations as may be necessary and provided the communicable disease does not pose an imminent threat to the health or the safety of others within the employee's work environment. Employees who have a communicable disease are expected to conduct themselves in such a manner as to not place others at risk and, in the event reasonable accommodation is necessary to avoid such risk, to make a confidential request for such accommodation.

C. General Provisions:

- a. No Discrimination or Harassment: No employee or student shall be unlawfully discriminated against or subjected to harassment on the basis of having a communicable disease
- b. Privacy: Every employee has a duty to treat as highly confidential any knowledge or speculation concerning the bloodborne pathogen status of a student, applicant or employee.

No information regarding a person's bloodborne pathogen status will be divulged to any individual or organization other than ESU employees or agents who have a need to know of the circumstance, appropriate officials of the school in which the student is enrolled, and emergency medical personnel with a need to know, without a court order or a signed and dated consent of the person with the bloodborne pathogen infection (or the parent or guardian of a minor).

3. Records: All health records, notes, and other documents that reference an employee's bloodborne pathogen status or occupational exposure will be maintained in a separate confidential medical file for the employee. Records of occupational exposure shall be maintained for at least the duration of employment plus 30 years in accordance with

OSHA standards.

All health records, notes, and other documents that reference a student's bloodborne pathogen status will be maintained in a separate confidential medical file for the student.

4. Infection Control: All employees are required to consistently follow infection control guidelines. Employees are required to follow the exposure control plan of the ESU established in accordance with OSHA's "Occupational Exposure to Blood-Borne Pathogens" Standard. The use of universal precautions is mandated and work practice controls to minimize or prevent potential exposure are to be implemented. Any incident of exposure to blood shall be reported, evaluated, and follow-up completed and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements. Equipment and supplies needed to apply the infection control guidelines will be maintained and kept accessible.

5. Staff Development: The Administrator or designee will make communicable disease and bloodborne pathogen education programs available to employees as appropriate to convey guidance on infection control procedures and inform employees about ESU policies.

Legal Reference:	173 NAC 3 (HHS Control of Communicable Disease regulation) §§ 20-167 and 20-168 (HIV/AIDs statutes) § 79-264 (student emergency exclusion) 29 CFR 1910.1030 (OSHA Bloodborne Pathogens regulation) ADA-42115C §12101 et seq. 28 CFR §35.101
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20 U.S.C. § 12101 et seq., 20 CFR § 104.101 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--§§
48-1101 to 48-1126
20 U.S.C. 1232g (FERPA)

Date of
Adoption:

June 17, 2019

ESU 7 Goals

Board of Directors

Goal 1: Use of Data for Quality and Efficiency: The Board will use data to ensure quality and efficiency of current and future services to its stakeholders (students, educators, parents and community).

Goal 2: Behavioral Health Programming: The Board will explore the potential expansion of educational behavioral health programming.

Goal 3: Financial Projections: The Board will examine short and long term financial projections to ensure long term financial stability.

Goal 4: Updates Policy Manual: The Board will work to update and streamlining their policy manual.

Administrator

Goal 1: Communication and Marketing: The Administrator will communicate and market our work being done to the board, staff and school districts.

Goal 2: Budget Stability: The Administrator will ensure budget stability by maintaining cash on hand at 30%.

Goal 3: Policy Revision Timeline: The Administrator will create a timeline for policy revision completion by 2019-2020.

Agency Team

Goal 1.1: Stakeholder Involvement: The Agency Team will work to expand stakeholder involvement in SIMPL Stage 1.

Goal 1.2: Define Professional Development: The Agency Team will work to expand the definition of professional development delivery to every department that provides that service.

Goal 1.3: SIMPL Service Descriptions: The Agency Team will ensure every service in SIMPL will include a description of that service.

Goal 2.1: Agency-wide Survey: The Agency Team will develop and deploy an agency-wide process to survey respondents in order to obtain data for decision-making.

Goal 2.2: Timeline for Measuring Services: The Agency Team will develop a process for assessing service implementation across services, agency-wide, including timelines for verification and implementation scoring.

Goal 3.1: Job Descriptions: The Agency Team will update, clarify, revise and create job descriptions for each position at ESU 7.

Goal 3.2: Re-Organize Leadership Team: The Agency Team will create and modify the organizational leadership team to encompass a comprehensive cross-section of services.

Goal 3.3: Align Staffing to SIMPL: The Agency Team will formally align the staffing allocations to each service on the service plan.

Goal 3.4: Recruitment and Retention: The Agency Team will develop a formalized recruitment and retention process agency-wide.

Departments

Administration: Systems Across Agency (Maintenance Requests, Bookkeeping Procedures, Consistent Benefits)

Cen7ter: Find more usable space in the current Cen7ter and add more space for the Cen7ter

Early Childhood: Designated room for EC workspace (14 people)/ change to "accepted: work areas and Define and share with NDE manageable fidelity requirements (RBI, HV, Gold).

Grants: Establish a backup person and procedure should a grant coordinator be unable to carry out their responsibilities.

Migrant: Think outside the box to enhance recruitment efforts by effectively educating schools, community and families.

Production: Develop and deploy communication plan for copying procedures.

Professional Development: Determine what data will be most useful for determining services for schools. Create an off-campus survey that gives us credible, reliable, and actionable data.

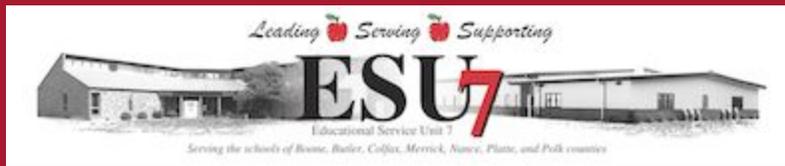
Psychology: Gather and interpret data regarding outcomes of initial referrals and determine needs to improve the efficacy of our services, leadership and support to districts.

Speech: Increase confidence level in writing IEPs by streamlining wording within the IEP document.

Technology: Improve intra-office communication

Vision: Increase communication within the department by having monthly meetings.





Quarterly Update

March 2019 - June 2019

Administrator: Dr. Larianne Polk

Component 1. Relations with the Board

- Administrator Board Report: April, May, June
- Policy reviews and revisions: Articles I, II and III are complete with Article IV partially complete. On track to meet goal
- ESUCC Updates to Board: April, May, June
- Committee Meetings
 - *Negotiations: April
 - *Budget Committee: April, May, June
 - *Handbook Ad-Hoc Committee: June
- Email Communication: Training announcements, Legislative updates, Board packets, NASB Board, ESU 7 Learning Academy FAQs and DYKs
- New Board Member Orientation: May, June

Administrator Goal: 1. Communicate and market our work being done to Board, Staff, and School District - Ongoing.



Component 2. Community Relationships

- Superintendent Visits: All Spring Visits are complete.
- SIMPL with Columbus Public Leadership Team: May
- Business, Industry and Education Committee with the Chamber: April, May, June
- May All Staff Meeting
- Attend and Participate in ESUCC/NDE Collaborative Planning Meetings: Ongoing

Board Goal 2: Exploration of potential expansion of educational behavioral health offering - Met, begin programming 19-20

Administrator Goal 1: Communicate and market our work being done to Board, Staff, and School District - Ongoing



Component 3. Staff and Personnel Relationships

- Agency Team meetings: January, February, March
- Committee Meetings: All Staff, Social, Safety, ESU 7 Learning Academy Building Committee
- Cen7ter Meetings - Weekly April, May
- All Staff Meeting: May
- Educational Behavior Health Programming/Curriculum Meetings: Bi-Weekly
- Nebraska Systems of Care Committee: April
- Director Meetings: April, May, June
- Ongoing Staff Evaluation and Goal Setting
- Learning Academy and Cen7ter Handbook work
- Clean Up Day 2019: May
- Director Team Retreat: June
- Coordinated and participated in flood relief efforts with Columbus Public and ESU 7 Staff

Administrator Goal 1: Communicate and market our work being done to Board, Staff, and School District - Ongoing.

Agency Team Goal: 1.1: Expand Stakeholder involvement in SIMPL Stage 1 - expanded to LanMan and Teachers

Agency Team Goal: 1.2: Expand the definition of professional development delivery to all those who provide that service at



ESU 7 (Inc. Any Department): Included special education trainings and grants such as ASD, ELC, and Perkins
Agency Team Goal: 3.1: Update, clarify, revise, create job descriptions for each position at ESU 7, classified and certificated
- Met

Component 4. Educational Leadership

- Superintendent Meetings: April
- SIMPL training and ongoing correspondence to ESU pilots: ESUs 2, 3, 7, 8, 10, 13, 16, and 17. Have increased involvement for 19-20 to include ESUs 9 and 15, NDE, and ESUCC
- Meetings with Lakeview and Columbus Public School Leadership: Semi-Monthly
- Agency Team Meetings: April, May, June
- Director Meetings: April, May, June
- Software development meetings for SIMPL: ESU 10 Partnership Ongoing
- Chair of ESUCC Special Populations Committee and a member of PD and Executive Committees
- State ELLC Meetings: April, May, June
- NNNC meetings: April, May, June; NNNC Budget Meeting: April
- ESUCC President-Elect (2017-2019)
- SIMPL Presentation: ESU 10: April
- Attended Nebraska School Mental Health Committee Meetings: April, May
- Hosted SIMPL Pilot Meetings: April, May
- Participated in NDE/ESUCC Collaboration and planning Meetings
- Participated in Indicator Expansion Project/Educator Effectiveness Meetings by request of NDE
- Participated/Facilitated in ESUCC Bold Steps Committee Meetings
- Conducted interviews for ESU 7 Learning Academy Principal: January
- Presented at National Principal Summit: April
- Attended School Law Seminar: April
- Co-Presented Columbus Public Schools SIMPL: May
- Attended School Mental Health Conference: May
- Co - Presented SIMPL to ESUs 18 and 19: April, June

Agency Team Goal: 1.3: Every service in SIMPL will include a description: Met

Agency Team Goal: 2.1: Develop and deploy agency-wide process to survey respondents in order to obtain data for decision making.

Agency Team Goal: 2.2: Develop a process for assessing service implementation across services, agency-wide, including timelines for verification of implementation scoring.

Agency Team Goal: 3.1: Update, clarify, revise, create job descriptions for each position at ESU 7, classified and certificated
- Met

Agency Team Goal: 3.2: Create, modify organizational leadership team to encompass comprehensive cross-section of services- Met

Agency Team Goal: 3.3: Formally align the staffing allocations (FTE) to each service on service plan.

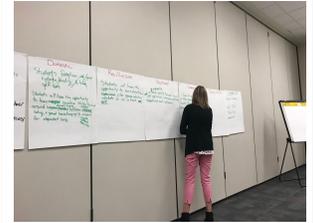
Agency Team Goal: 3.4: Develop formalized recruitment and retention process agency-wide: process aligned, training and deployment initiated.

Board Goal 1: The Board will use data to ensure quality and efficiency of current and future services to its stakeholders (students, educators, parents, and community) - Ongoing

Board Goal 2: Exploration of potential expansion of educational behavioral health offerings: Met, programming to begin 19-20

Board Goal 4: The Board will work to update and streamline their policy manual - Ongoing

Administrator Goal 3: Create timeline for policy revision for completion in 2019-2020 - Met



Component 5. Business and Finance

- Sign/Inspect Monthly Bills
- Budget Maintenance with Agency Team: Monthly
- Aligning budget codes to required ESSA codes as directed by NDE
- Accounts Payable work and examination: Monthly
- Revenue flow status work
- Budget Development work with business manager and Directors: April
- Budget Committee Meetings: April, May, June

Board Goal 2: Exploration of potential expansion of educational behavioral health offerings - Met, programming to begin 19-20

Board Goal 3: The Board will examine short and long term financial projections to ensure long term financial stability - Met, Ongoing

Administrator Goal 2: The Administrator will ensure budget stability by maintaining cash on hand at 30% - With the construction of the Learning Academy, the cash on hand has dipped below 30%. Will continue to rebuild that reserve.

Component 6. Professional/Personal Qualities

- Interactions with ESU staff, school staff, school leadership, and Board
- Monthly Meetings with Coordinators/Directors (Marci, Darius, Dan, Cynthia)
- Daily Admin Meetings



Component 7. Professional Growth

- ESUCC Committees and ESUCC/Board Meetings: April, May, June
- ESU Professional Development Organization (ESUPDO): Attend monthly planning meetings
- NNNC Tech Budgeting Discussions: Monthly
- NE School Mental Health Committee Member: Bi-Weekly
- NE School Mental Health Conference: June
- Attended PDO: May

Stakeholder Satisfaction	Leadership Practices Inventory	Services Available	Services Accessed	Implementation Level
2.47	No new data	58	58	1.81
0=Unsatisfactory	1=Basic	2=Proficient	3=Distinguished	

C - Hiring, Assignment and Dismissal

Article IV, Section 11, C. Hiring, Assignment and Dismissal

The Board delegates to the Administrator the authority to hire, assign, reassign, suspend and dismiss classified and non-certificated employees. Such authority shall be exercised in compliance with the policies of the Board. The Board reserves the authority to modify or reverse any such action taken by the Administrator.

Dismissal of classified and non-certificated employees shall be on an at-will basis, as such employees are subject to termination at any time without cause, without prior disciplinary action or progressive discipline, and irrespective of the lack of any evaluation or the irregularity in any evaluation process.

Legal Reference:	
Date of Adoption:	February 18, 2019
Related Policy	Article I, Section 2 B(2): Duties and Function of the Board; Article IV, Section 1 A: Recruitment and Selection

Legislative Update to the ESU 7 Board
6.17.19

[Link to full summary.](#)

Each bill summary is organized by:

Bill Number (Senator's last name), Sponsor Committee, One-liner

Description

Status

Every measure not acted upon during a 90-day session, carries over to the following 60-day session. This includes measures that were either advanced from committee and did not pass or were not advanced from committee.

LB 18 (Briese) Revenue, Adopt the Remote Seller Sales Tax Collection Act

LB 18 is essentially the same legislation offered by former Senator Watermeier in 2017 (LB 44). Would create the Remote Seller Sales Tax Collection Act. The bill would require remote sellers (online retailer without a physical presence in our state) to collect and remit sales tax if their gross revenue in Nebraska exceeds \$100,000 or their sales in Nebraska consist of 200 or more separate transactions. In 2017 the Nebraska Department of Revenue commented that such legislation would yield anywhere from \$30 million to \$40 million in new revenue for the state.

Jan. 31, Heard by Revenue Committee. No action yet.

Held in Committee

LB 73 (Erdman) Education, Require display of the national motto in schools

Provides that each school board must prominently display the national motto of the United States, "In God We Trust," written legibly in English, in each classroom or in another prominent place in each school building where each student will be able to see and read it each day school is in session.

Jan. 22, Heard. No action from committee yet

Held in Committee

LB 103 (Linehan) Revenue, Change provisions relating to property tax requests

In essence, a school district or other political subdivision cannot collect more dollars in property taxes without holding a separate public hearing. For example, if the valuation of property increased within a school district, the district would be required to lower its levy to collect only an equal amount of property tax dollars received the previous year. If the school wished to maintain the levy and keep additional dollars, the school board would need to follow the proposed language and hold a public hearing to explain/discuss the rationale. The school board would continue to have the final decision on raising, lowering or maintaining the levy. The public hearing may not be held at the same time as the annual budget hearing. Notice of the public hearing must be given before the date of the hearing by the publication of a notice in at least one newspaper of general circulation in such political subdivision and in a prominent public location at which notices are regularly posted in the building where the governing body of the political subdivision regularly conducts its business.

A resolution or ordinance setting a political subdivision's property tax request at an amount that exceeds the political subdivision's property tax request in the prior year must include the following information:

- The name of the political subdivision;
- The amount of the property tax request;
- The following statements:
 1. The total assessed value of property differs from last year's total assessed value by percent;
 2. The tax rate which would levy the same amount of property taxes as last year, when multiplied by the new total assessed value of property, would be \$..... per \$100 of assessed value;
 3. The (name of political subdivision) proposes to adopt a property tax request that will cause its tax rate to be \$..... per \$100 of assessed value; and
 4. Based on the proposed property tax request and changes in other revenue, the total operating budget of (name of political subdivision) will exceed last year's by percent; and
- The record vote of the governing body in passing the resolution or ordinance.

In brief: When property tax asking is greater one year to next, there will need to be separate hearing, separate notice (bigger), no restriction on public comment. After all those steps, the BOE still makes the decision. Tough to argue against, but is a hoop. Timing is a big concern.

Jan 24, Heard by Revenue Committee.

Feb. 5, Moved to General File with amendments

Feb. 11, Moved to Select File

Mar 13, Passed, link to [slip law](#) with e-clause

LB 120 (Crawford) Education, Require teacher and school staff to receive training on behavioral and mental health

Changes some terminology relevant to the duties of the state school security director to include a more deliberate focus on . The suicide awareness and prevention training in public schools. The bill strikes the term “suicide awareness” and inserts “behavioral and mental Health” into [§ 79-2,146] and specifies that the training is conducted each year during contract hours.

The bill includes an emergency clause.

Jan. 14, Referred to Education Committee

Mar. 4, Heard. No action from committee yet

Held in Committee

LB 148 (Groene) Government, Change requirements for public hearings on proposed budget statements and notices of meetings of public bodies

The bill specifies that such hearing must be held separately from any regularly scheduled meeting of the governing body and may not be limited by time.

LB 148 further specifies that at the hearing, the governing body must make a detailed presentation of the proposed budget statement and must make at least three copies of the proposed budget statement available to the public. Under current provisions of the Act, each public body must give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. LB 148 eliminates any discretion by the governing body in determining the method by which it publicizes notice.

Feb. 6, Heard by Government, Military and Veterans Affairs Committee.

Mar. 5, Moved to General File, amendments filed.

LB 161 (Erdman) Education, Eliminate learning communities

Dissolves the Learning Community effective July 1, 2020.

Feb. 19, Hearing Scheduled

Held in Committee

NCSA will monitor

LB 289 (Linehan) Revenue, Change provisions for property tax and school funding With Amendment 1381

This is the Revenue Committee’s tax proposal, and saw almost seven hours of testimony.

The bill is designed to provide property tax relief and provide additional school funding through a sales tax increase and a host of other revenue generating mechanisms.

Jan 15, Introduced to Revenue Committee

Feb. 1, Heard by Revenue Committee.

Apr. 24, Heard by Revenue, Appropriations, and Education Committees

In General File

NCSA will monitor

LR 3CA (Erdman) Revenue, Constitutional amendment to provide income tax credits for property taxes paid

Similar to a previous legislative attempt, LR 3CA would amend the Nebraska Constitution to provide a refundable credit against the income tax imposed by the State of Nebraska in an amount equal to 35% of the property taxes that were:

- (a) Levied on real property located in this state; and
- (b) Paid by the taxpayer during the taxable year.

The tax credits would be available for taxable years beginning on January 1, 2021. If adopted by the Legislature, the measure would appear on the 2020 General Election ballot.

Feb. 7, Heard by Revenue Committee. No action yet.

Held in committee

LR 5CA (Brewer) Revenue, Constitutional amendment to limit the percentage of funding for schools that comes from property taxes

Article VII, Section 1 of the Nebraska Constitution requires that the Legislature provide for the free instruction in the common schools of this state of all persons between the ages of five and 21 Years. LR 5CA proposes to amend this section of the Constitution with language stating that no more than 35% of the funding for the free instruction in the common schools may derive from property taxes. The idea behind the constitutional amendment is that the state would need to dramatically increase funding for education.

If adopted by the Legislature, the measure would appear on the 2020 General Election ballot for approval by the voters.

Feb. 12, Heard by Education Committee. No action yet.

Held in Committee

LR 8CA (Governor's bill), Funding for schools that comes from property taxes

Places constitutional lid to what schools, ESUs, in levied property tax. In this case it is 3% growth. Any above that number would need voter approval. There is no revenue replacement in this proposal. If passed, would be put on the ballots in 2020.

Jan. 17, Referred to Revenue Committee

Feb. 27, Heard, no action yet

Apr. 10, Failed to advance, 4-2-2

Held in Committee

LB 147 (Groene) Education, Provide for the use of physical force or physical restraint or removal from a class in response to student behavior.

Amends the Nebraska Student Discipline Act to provide for the use of physical force or physical restraint or removal from a class in response to student behavior.

Feb. 11, Heard by Education Committee. No action yet. All education organizations, except NSEA opposed.

Mar. 27 Still in Education committee with motion to indefinitely postpone, now pending.

Held in Committee

NCSA will monitor

LB 165 (Hunt) Education, Adopt the Too Young to Suspend Act

Creates the Too Young to Suspend Act with the purpose to prohibit early childhood education and kindergarten students from being suspended or expelled from school except in limited circumstances. The intent of the bill is to prevent suspensions or expulsions of difficult young students who may disrupt school activities or willfully defy school authorities, but who are not a danger to other students.

Feb. 26, Hearing scheduled for Education Committee

Held in Committee

LB 314 (Briese) Last session this bill was introduced, working on something similar this session.

Supported by school groups, ag groups, etc. Proactive proposal. Increases state sales tax .5%, and other taxes while eliminating some tax exemptions to produce estimated \$782,000,000 new revenue for property tax relief.

Feb. 14, Hearing scheduled for Revenue Committee

Held in Committee

LB 399 (Slama) -- Civics Bill

Must have a board Civics Committee, at least 2 public meetings per year, ensure some social studies curriculum requirements, Under the amendments, the requirement that school districts must administer the civics exam

is removed and inserts a requirement that school districts choose at least one of three options to incorporate in the district's curriculum. These three options are:

1. Administer written test;
2. Require that the student attend or participate in a meeting of a public body and subsequently complete a project or paper discussing what the student learned; or
3. Require that the student complete a project or paper and a class presentation between

eighth grade and twelfth grade on a person, persons, or even commemorated by one of the holidays listed in the bill or on a topic related to such person, persons, or event. The holidays and commemoration days listed in the bill include George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day.

School districts do not have to incorporate all three options. They must only incorporate one of the options listed above.

There are many prescriptive elements to be included in curriculum.

Every school board, the State Board of Education, and the superintendent of each school district in the state shall be held directly responsible in the order named for carrying out this section..

Neglect thereof by any employee may be considered a cause for dismissal

[The Education Committee advanced LB 399 to General File by a unanimous 8-0 vote. The bill now awaits first-round debate.](#)

[Mar. 13, Placed on Final Reading, link to final copy containing FA21](#)

[Mar. 14, Moved back to Select File for amendments](#)

[Mar. 15 Advanced to Final reading](#)

[Mar. 21, Passed on Final Reading 44-2-3 and presented to Governor](#)

[Mar. 27, Approved, became law. Effective September 2019, link to slip law](#)

LB 537 (Lathrop) - Performance Eval Bill

Change provisions relating to actions with regard to the performance or conduct of a certificated school district employee.

From Justin Knight, Perry Law Firm: If a teacher is placed on a "performance improvement plan or other form of administrative directive to address alleged performance deficiencies," LB 537 would allow the teacher to appeal that decision to the board of education. In other words, if LB 537 is passed into law, struggling teachers could challenge an administrator's decision to place the teacher on an improvement plan. This concept should be a concern to both administrators and school boards alike. The purpose of the bill would permit teachers to bypass school administrators and burden boards with the day-to-day supervision of teachers.

Aside from the many practical problems, there are several legal uncertainties regarding LB 537. For one, LB 537 could jeopardize the board's ability to be impartial during a termination/cancellation/non-renewal hearing if the board previously held a hearing on the teacher's appeal of an improvement plan or directive. There is also the obvious uncertainty as to what constitutes an "administrative directive" under the bill. For example, would a comment in the hallway suffice to trigger a right to an appeal? What about a building-wide email from the principal with a new attendance rule (such as requiring all teachers to arrive 30 minutes before school)? Or does such a "directive" need to be individually tailored to a specific teacher for a

right to a hearing? Unfortunately, the bill does not provide much guidance to answer these questions.

In any event, the intent of this bill may unfortunately result in fewer teachers being given an opportunity to improve (which is, after all, the point of an improvement plan). This may result in an increased number of hearings, but probably not for the reasons that the proponents of this bill intended. Indeed, if LB 537 is enacted, many districts would likely rather have one hearing (to end employment) rather than several hearings (one for an improvement plan and another to end employment).

[Jan. 22, Introduced to Education Committee](#)

[Mar. 18, Hearing scheduled](#)

[Held in committee](#)

LB 568 (Morfeld) - Mental Health First Aid

Provide for mental health first aid training for school districts and change provisions relating to the use of lottery funds

[Jan. 22, Introduced to Education Committee](#)

[Mar. 18, Hearing scheduled](#)

[Held in committee](#)

LB 675 (Groene) - Education Shell Bill

This is the general education technical clean up bill.

The legislation increases the maximum length of time a school board can contract with providers of utility services, refuse disposal, transportation services, maintenance services, financial services, insurance, security services, and instructional materials, supplies, and equipment.

Currently, contracts with such providers cannot exceed a period of four years. LB 675 amends this provision to seven years.

[Jan. 23, Introduced to Education Committee](#)

[Feb. 26, Heard](#)

[Mar. 19, Education Committee prioritized](#)

[Apr. 24, General File, with amendments](#)

[May 27, Approved by Governor, became law May 28, \[Link to slip law\]\(#\)](#)

LB 670 (Linehan) - Adopt the Opportunity Scholarships Act and provide tax credits

The bill would provide income tax credits for private school scholarship funds.

NASB's take on what this bill means...

- It is costly
- It puts pressure on property taxes
- It won't save the state money

- It makes scholarship tax credits more lucrative than other types of giving
- It may lead to fewer donations to private schools, churches
- There are Constitutional concerns
- The bill is not targeted to low-income students

Jan. 23, Introduced to Revenue Committee

Mar. 7, Hearing scheduled

Apr. 11, Placed on General File, 5-2-1, with amendments

Carry Over bill.

NCSA will monitor

LB 679 (DeBoer) - School Financing Review

Create the School Financing Review Commission

Jan. 23, Introduced to Education Committee

Mar. 19, Hearing scheduled

Held in committee

Interim Studies

Interim study resolutions are filed during the legislative session and referred to the committee having subject matter jurisdiction. It becomes the prerogative of the individual committee chair to determine the level of examination of each interim study. Some interim studies receive the full attention of the chair's staff and other studies become the sole responsibility of the sponsor to examine during the interim period. Below are some of interest:

LR 63 (Linehan) - Interim study to examine educational service units

Cosponsors: Friesen, Groene

To study educational service units, including, but not limited to, the structure, duties, current projects, and financing of educational service units.

LR 151 (Groene) Interim study to examine the financing of public education and develop recommendations for improving school funding

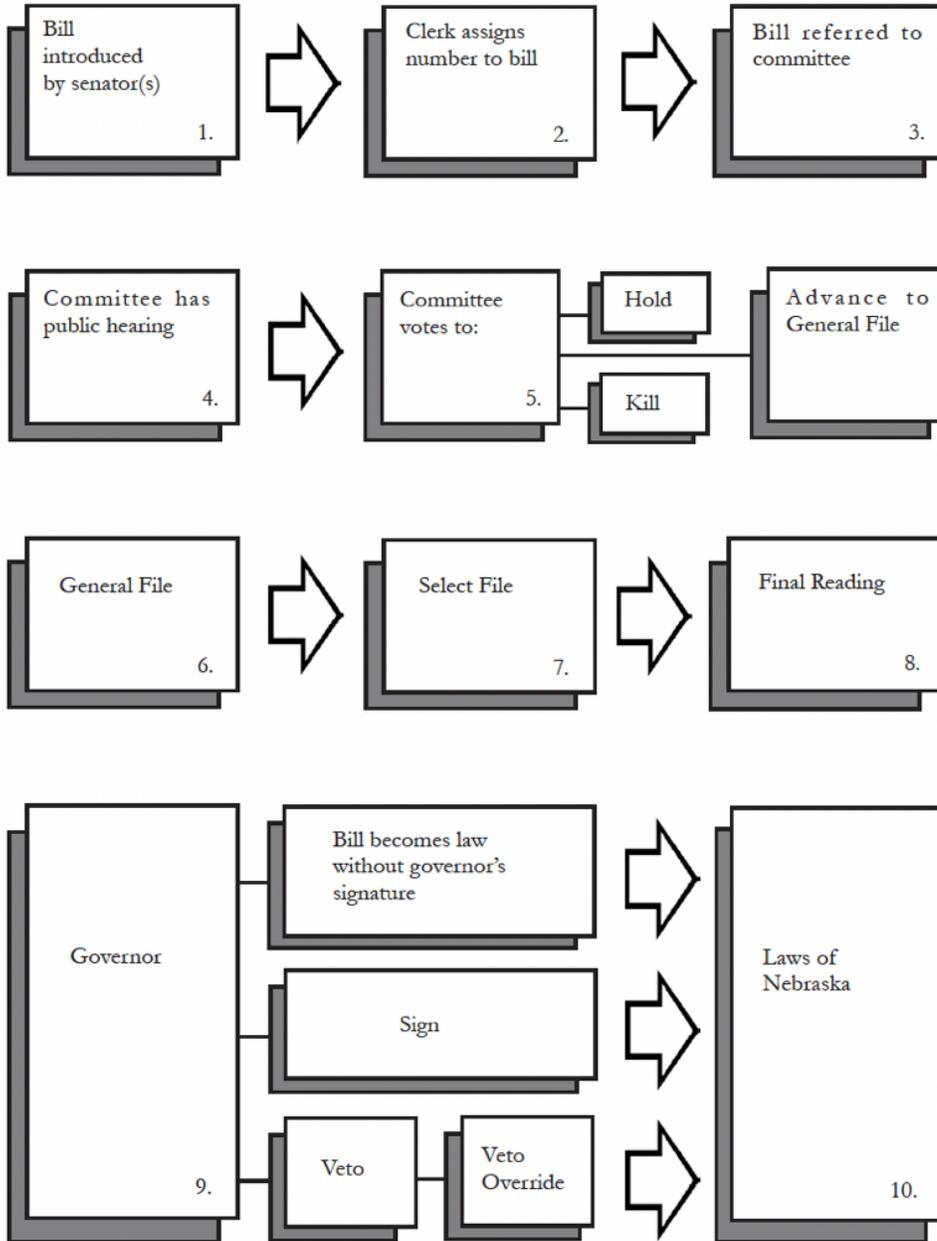
LR 153 (Groene) Interim study to examine the administrative costs of local school systems and school districts

LR 157 (DeBoer) Interim study to conduct an in depth review of the financing of the public elementary and secondary schools

LR 208 (Pansing Brooks) Interim study to examine state and school district policies that relate to maintaining a safe and positive school learning environment

LR 160 (Howard) Interim study to assess the mental and behavioral health needs of Nebraskans and the current shortages of services and resources

How a Bill Becomes a Law



(Unicameral Clerk of the Legislature, 2017, p. 281)