



Regular Board of Education Meeting

Monday, May 20, 2024 at 5:30 PM

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

1. Call the Meeting to Order

Speaker(s): Board President or Designee

Rationale:

LEADERSHIP • SERVICE • SUPPORT

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

1.1. Notification of Open Meetings Law

Speaker(s): Board President or Designee

Rationale:

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

1.2. Roll Call

Speaker(s): Board President or Designee

1.3. Absent Board Members

Speaker(s): Board President or Designee

Rationale:

Board members Joyce Baumert and Donald Graff will be absent. They notified the Administrator prior to the board meeting.

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

Recommended Motion(s):

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

1.4. Pledge of Allegiance

Speaker(s): Board President or Designee

2. Approval of Agenda

Speaker(s): Board President or Designee

Rationale:

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

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

Recommended Motion(s):

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

3. Welcome Visitors

Speaker(s): Board President or Designee

4. Public Comment

Speaker(s): Board President or Designee

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

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

5. Department Spotlight: Professional Development

Speaker(s): Administrator or designee

Rationale: Professional Development Director Marci Ostmeyer and Professional Development Coordinators Brooke Kavan, Mark Brady, Ernie Valentine, and Amy Richards will provide the Professional Development Spotlight for the board.

6. Consent Agenda

Speaker(s): Board President or Designee

Rationale:

7801 2	\$58,313.8 0	Paper 101	Printing paper
7801 7	\$7,700.00	Romans, Wiemer & Associates	Audit ending August 31, 2023
7802 5	\$8,500.00	Specially Designed Education Services	Bridges instructional materials
7802 6	\$5,352.60	State of NE DAS State Accounting	Network service charges
7803 2	\$5,323.65	Uline	Four picnic tables
7805 8	\$6,500.00	Deboer Outdoor Power	Riding lawn mower
7809 1	\$10,922.7 0	Stuthman Enterprises LLC	Speech contracted service

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

6.23. Reading of Article V, Section 9, A Procedures for Control of Infectious Diseases

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

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

Speaker(s): Board President or Designee

Rationale:

This is a consent item.

6.29. Resignations

Speaker(s): Board President or designee

Rationale:

- Ronelle Jackson, Licensed Mental Health Practitioner - Resigned effective May 17, 2024
- Mollie Morrow, Licensed Mental Health Practitioner - Resigned effective May 17, 2024
- Crystal Van Winkle, Licensed Mental Health Practitioner - Resigned effective May 17, 2024

This is a consent item.

6.30. Educational Service Unit Coordinating Council 2024-2025 Master Services Agreement

Speaker(s): Board President or designee

Rationale: This is a consent item.

6.31. 2024-2025 Contract for Angel Mayberry, Early Learning Connection Grant Coordinator

Speaker(s): Board President or designee

Rationale: This is a consent item.

6.32. 2024-2025 Non-Member Contract for Services

Speaker(s): Board President or designee

Rationale: Board Policy requires the Board to annually approve a Non-Member School Contract for Services Agreement.

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

This is a consent item.

7. Handbook Committee Update - Handbook Approvals

Speaker(s): Handbook Committee Chairperson

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

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

Recommended Motion(s):

Discuss, consider and take any action necessary to approve the ESU 7 Student/Parent Handbooks and the ESU 7 Employee Handbook as presented
Passed with a motion by Board Member #1 and a second by Board Member #2.

8. Treasurer's Report

Speaker(s): Board President or Designee

Rationale: Review the breakdown of the Treasurer's Report.

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

Recommended Motion(s):

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

9. Reading of Article I, Section 8, A Membership in Associations

Speaker(s): Board President or Designee

Rationale:

Policy Added:

Article I, Section 8, A Membership in Associations

The Board may hold memberships in such organizations and associations as it may from time to time determine appropriate. The Board will list on the ESU's website the organizations and memberships that the Board belongs to and the annual membership dues (if any) for such organizations and memberships, as well as the fees paid by the Board to any individual lobbyist or lobbying firm (if any).

Administrator Recommendation: Discuss, consider and take all necessary action to approve Article I, Section 8, A Membership in Associations, as presented.

Recommended Motion(s):

Discuss, consider and take all necessary action to approve Article I, Section 8, A Membership in Associations, as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

10. Reading of Article II, Section 6, A Notice to Public

Speaker(s): Board President or Designee

Rationale:

The Board will give advance notice of meetings by publishing such notice in a newspaper of general circulation within the ESU's jurisdiction, the Columbus Telegram and, if available, on such newspaper's website. **If a newspaper refuses, neglects, or is unable to timely publish such notice, then notice may be given by (1) posting on the newspaper's website, if available, and (2) posting such notice in conspicuous public places within the ESU. The Board Secretary shall keep a written record of such postings. In addition to publishing, the Board may, in its sole discretion, also give advance notice of meetings by posting as an additional means of giving notice to the public. If notice is given by posting, the notice shall be posted on the front door of the principal office of the ESU and ESU 7 Website.**

Administrator Recommendation: Discuss, consider and take all necessary action to approve Article II, Section 6, A Notice to Public, as presented.

Recommended Motion(s):

Discuss, consider and take all necessary action to approve Article II, Section 6, A Notice to Public, as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

11. Reading of Article II, Section 9, F Public Comment

Speaker(s): Board President or Designee

Rationale:

Added Options - Need to select an option:

For all meetings of the Board, individual speakers shall have up to 3 minutes to address the Board, and the Board shall hear up to 30 cumulative minutes of public comment. The Board may vote to modify these time limits when the Board deems appropriate. The

President may implement other reasonable requirements for public comment, consistent with the Open Meetings Act.

Members of the public will not be required to have their name placed on the agenda prior to the meeting in order to speak about items on the agenda. Members of the public who desire to address the Board will be required to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the security of the individual.

~~**The President shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions.**~~

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against an ESU employee are not to be made for the first time at a public Board meeting without having followed the ESU complaint procedure, except in the case of a personnel hearing before the Board.

Administrator Recommendation: Discuss, consider and take all necessary action to approve Article II, Section 9, F Public Comment, as presented.

Recommended Motion(s):

Discuss, consider and take all necessary action to approve Article II, Section 9, F Public Comment, as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

12. Reading of Article III, Section 5, B General Guidelines

Speaker(s): Board President or Designee

Rationale:

Added verbiage:

Contracts for purchases, services, leases or rental and other agreements to encumber funds shall be made only with the approval of the Board or, where authorized by the Administrator or designee. **Notwithstanding anything to the contrary, no employee may enter into any agreement or understanding on behalf of the ESU that may financially benefit the employee, member of the employee's immediate family, or a business with which the employee is associated, unless the Board approves such contract or arrangement in advance.**

Administrator Recommendation: Discuss, consider and take all necessary action to approve Article III, Section 5, B General Guidelines, as presented.

Recommended Motion(s):

Discuss, consider and take all necessary action to approve Article III, Section 5, B General Guidelines, as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

13. Reading of Article IV, Section 5, G Other Employment

Speaker(s): Board President or Designee

Rationale:

Change verbiage:

Outside Employment:

Employees of Unit 7 shall not engage in outside employment, conduct private business, or engage in activities that interfere with, or serve to be detrimental to, the faithful discharge of their duties and responsibility to ESU 7. Employees of ESU 7 shall not enter into contracts or agreements **(whether written or oral)** with school districts, **or** parents, **or students pre-kindergarten through grade 12 enrolled in the ESU 7 school districts area, or any private entity (including a sole proprietorship) that directly serves or conducts business that provides, markets, sells, or offers any education-related services or products to any school district, parent, or student pre-kindergarten through grade 12 enrolled in ESU 7 school districts.**

Employees of ESU 7 shall not use employment with ESU 7 to their advantage or for personal profit by providing services, which compete with services provided by ESU 7 during the course of their employment with ESU 7. Any request of an ESU 7 employee to provide a cross referral for non-education related services will be directed to their supervisor.

Employees are to notify the **ESU 7 Administrator** of outside employment **within five calendar days of accepting outside employment** to the extent such is required for the ESU to comply with Nebraska School Employees Retirement System Act or other laws, or Board policy.

Administrator Recommendation: Discuss, consider and take all necessary action to approve Reading of Article IV, Section 5, G Other Employment, as presented.

Recommended Motion(s):

Discuss, consider and take all necessary action to approve Reading of Article IV, Section 5, G Other Employment, as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

14. Contract Addendum for Chief Administrator Dr. Larianne Polk

Speaker(s): Board President or designee

Rationale: Due to the Interim Chief Administrator contract term beginning July 15, 2024, Dr. Larianne Polk's contract will need to be amended in order to provide ESU 7 with a Chief Administrator up until the beginning of the Interim Chief Administrator's term. This will amend Dr. Larianne Polk's contract term to end on July 14, 2024.

Recommendation: Discuss, consider and take any action necessary to approve the contract addendum for Chief Administrator Dr. Larianne Polk as presented.

Recommended Motion(s):

Discuss, consider and take any action necessary to approve the contract extension for Chief Administrator Dr. Larianne Polk as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

15. Contract for Interim Chief Administrator Kris Elmshaeuser

Speaker(s): Board President or designee

Rationale: Interim Chief Administrator Kris Elmshaeuser's contract term will be July 15, 2024 through June 30, 2025.

Recommendation: Discuss, consider and take any action necessary to approve the contract for Interim Chief Administrator Kris Elmshaeuser as presented.

Recommended Motion(s):

Discuss, consider and take any action necessary to approve the contract for Interim Chief Administrator Kris Elmshaeuser as presented Passed with a motion by Board Member #1 and a second by Board Member #2.

16. Administrator's Report General

Speaker(s): Administrator or Designee

Rationale:

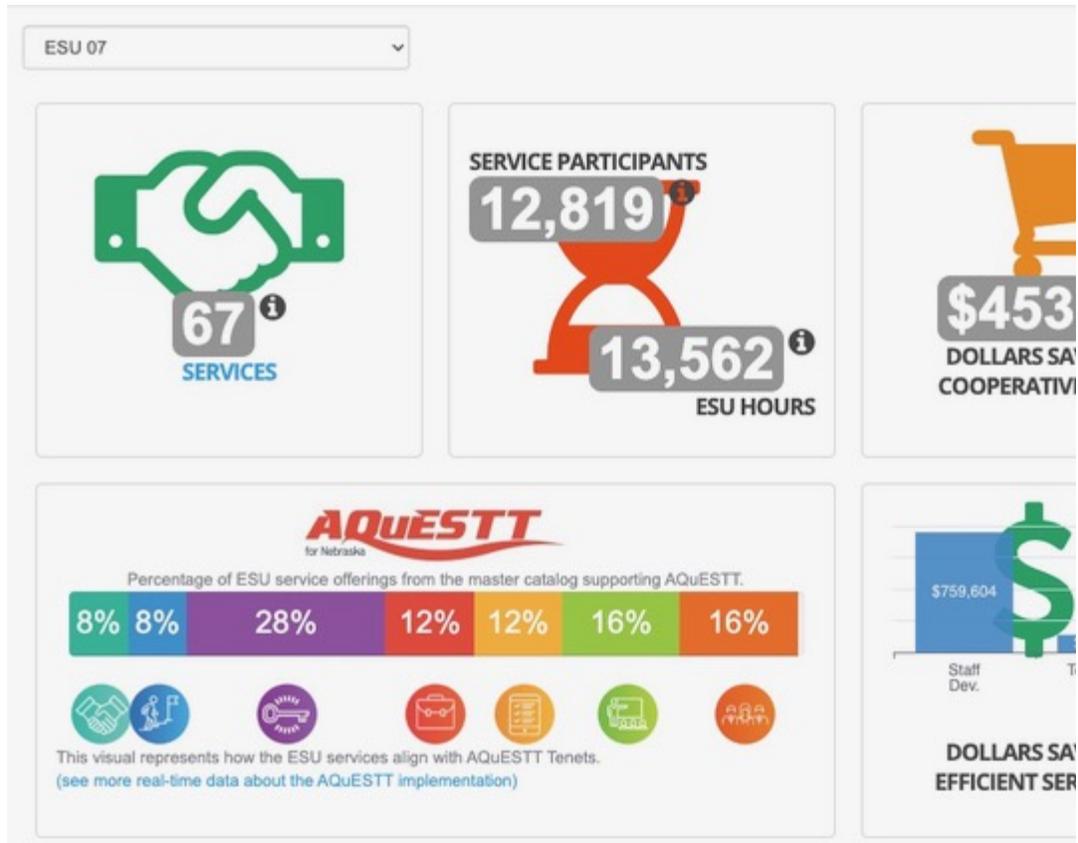
- ESUCC Update
- Election Reminders - These are the districts up for election in 2024:
 - - District 2
 - Richard Luebbe - District 4
 - Bob Arp - District 6
 - Doug Pauley - District 8
 - Marni Danhauer - District 10
 - Dawn Lindsley - District 12
- Reminder - The June 17, 2024, Board Meeting starts at 3:30pm
- Lindsay, Nebraska annexed land
 - Approximately 13 acres
 - 6.5 acres will be the Lindsay Academy/Event & Wellness Center
 - 6.5 acres will remain farm ground
 - The Nebraska Department of Education (NDE) will work with Mindy Reed to have an updated map for the ESU 7 area created.
 - A map of the annexed land is on <https://platte.gworks.com/>
- AESA Leadership Academy Update
- Professional Development and Production/Print Shop Report - Director Ostmeyer
- Special Education Report - Director Clay
- Technology Report - Director Ellsworth
 - Nebraska Cybersecurity Network Update
- Future 2024 Events
 - NASB Area Membership Meeting in Fremont, NE (September 18, 2024)
 - NASA/NASB Labor Relations Conference in Lincoln, NE (October 2-3, 2024)
 - NASA/NASB State Education Conference in Omaha, NE (November 20-22, 2024)
 - AESA Annual Conference in Orlando, FL (December 4-6, 2024)
- Administrator Leave Report

16.1. Goal Update

Speaker(s): Administrator or Designee

Rationale:

- Goal 1: 100% Complete
- Goal 2: 83% Complete
- Goal 3: 94.8% Complete
 - School District Board Meetings Completed:
 - David City - 10/10/2022
 - Osceola - 10/10/2022
 - East Butler - 10/12/2022
 - Boone Central - 11/14/2022
 - High Plains - 1/9/2023
 - Fullerton - 2/13/2023
 - Clarkson - 3/15/2023
 - Central City - 3/15/2023
 - Cross County - 5/8/2023
 - Palmer - 9/11/2023
 - Howells-Dodge - 10/11/2023
 - Columbus Public - 11/13/23
 - Humphrey - 11/13/23
 - Lakeview - 12/11/23
 - Leigh - 1/17/24
 - St. Edward - 2/12/24
 - Schuyler - 2/12/24
 - Shelby-Rising City - 3/14/24
 - School District Board Meeting rotation will start back in October 2024.
 - Twin River will not be completed in the two-year rotation. This will be scheduled in the Fall of 2024.
- Goal 4: 100% Complete
 - 16.2. Services Update
 - Speaker(s):** Administrator or Designee
 - Rationale:**
- SIMPL Update



- Update on the Boardmanship Event
 - June 17, 2024 from 5:00pm-8:30pm
- Update on Regional PD Day in 2025
 - January 3, 2025 from 8:00am-4:00pm

16.3. Facilities Update

Speaker(s): Administrator or Designee

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

- Crosswalk
- Picnic tables

16.4. Personnel

Speaker(s): Administrator or designee

Rationale: New Hires:

- Kaylee Olmer, Cen7ter Paraprofessional, started April 25, 2024
- Kristen Cattau, Learning Academy Paraprofessional, started April 25, 2024
- Tammy Semrad, Cen7ter Paraprofessional, started May 1, 2024

16.4.1. Migrant Education Program Summer Work Agreements

Speaker(s): Administrator or designee

Rationale:

2024 Migrant Education Summer Programs

The Migrant Education Program (MEP) will have summer enrichment programs during the months of June and July. The Learning Academy site will include migrant students from the ESU 7 area. Norris School

District in Firth will also be a site for a migrant summer program.

Other areas where MEP staff will facilitate programs include O'Neill, Ainsworth, and Schuyler. MEP staff will provide summer activities to all students in every other community not providing a program site.

The following 2024 summer staff are recommended for employment.

ESU 7 Staff:

Cindy Lorentzen
Susan Doehling
Barbara Raya
Cory Waite
Nichole Flynn
Isabelle Short
Shanda Hall (Waiting on paperwork)

ESU 7 Drivers:

Chris Barber
Harriet Nalumansi
Jeri Glenn

District Reimbursement:

Tina Reeg - Twin River
Nicole Bishop - Norris

16.5. Legislative Update

Speaker(s): Administrator or Designee

Rationale: Special Session Update

17. Committee Reports

Speaker(s): Committee Chair

17.1. Budget Committee Report

Speaker(s): Budget Committee Chair

Rationale: Budget Committee Chairperson Gary Wieseler will provide an update.

Committee Recommendation:

17.2. Buildings and Grounds Committee Report

Speaker(s): Buildings and Grounds Committee Chair

Rationale: A future Buildings & Grounds Committee Meeting needs to be scheduled. Possible date and time:

- Tuesday, June 4, 2024, at 1:00pm or after

Committee Recommendation:

18. Adjournment

Speaker(s): Board President or Designee

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

NEBRASKA OPEN MEETINGS ACT

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

84-1408. Declaration of intent; meetings open to public. It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret. Every meeting of a public body shall be open to the public in order that citizens may exercise their democratic privilege of attending and speaking at meetings of public bodies, except as otherwise provided by the Constitution of Nebraska, federal statutes, and the Open Meetings Act.

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

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

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

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

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

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

(1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as: (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) Discussion regarding deployment of security personnel or devices; (c) Investigative proceedings regarding allegations of criminal misconduct; (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length. Nothing in this section shall permit a closed meeting for discussion of the appointment or election of a new member to any public body.

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

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

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

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

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

(1)(a) Each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public. (b) (i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committee, such notice shall be published in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website. (ii) In the case of the governing body of a city of the second class or village or such body's advisory committee, such notice shall be published by: (A) Publication in a newspaper of general circulation within the public body's jurisdiction and, if available, on such newspaper's website; or (B) Posting written notice in three conspicuous public places in such city or village. Such notice shall be posted in the same three places for each meeting. (iii) In the case of a public body not described in subdivision (1)(b)(i) or (ii) of this section, such notice shall be given by a method designated by the public

body.(c) In addition to a method of notice required by subdivision (1)(b)(i) or (ii) of this section, such notice may also be provided by any other appropriate method designated by such public body or such advisory committee. (d) Each public body shall record the methods and dates of such notice in its minutes. (e) Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (i) twenty-four hours before the scheduled commencement of the meeting or (ii) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2)(a) The following entities may hold a meeting by means of virtual conferencing if the requirements of subdivision (2)(b) of this section are met: (i) A state agency, state board, state commission, state council, or state committee, or an advisory committee of any such state entity; (ii) An organization, including the governing body, created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act; (iii) The governing body of a public power district having a chartered territory of more than one county in this state; (iv) The governing body of a public power and irrigation district having a chartered territory of more than one county in this state; (v) An educational service unit; (vi) The Educational Service Unit Coordinating Council; (vii) An organization, including the governing body, of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act; (viii) A community college board of governors; (ix) The Nebraska Brand Committee; (x) A local public health department; (xi) A metropolitan utilities district; (xii) A regional metropolitan transit authority; and (xiii) A natural resources district. (b) The requirements for holding a meeting by means of virtual conferencing are as follows: (i) Reasonable advance publicized notice is given as provided in subsection (1) of this section, including providing access to a dial-in number or link to the virtual conference; (ii) In addition to the public's right to participate by virtual conferencing, reasonable arrangements are made to accommodate the public's right to attend at a physical site and participate as provided in section 84-1412, including reasonable seating, in at least one designated site in a building open to the public and identified in the notice, with: At least one member of the entity holding such meeting, or his or her designee, present at each site; a recording of the hearing by audio or visual recording devices; and a reasonable opportunity for input, such as public comment or questions, is provided to at least the same extent as would be provided if virtual conferencing was not used; (iii) At least one copy of all documents being considered at the meeting is available at any physical site open to the public where individuals may attend the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act; and (iv) Except as otherwise provided in this subdivision or subsection (4) of section 79-2204, no more than one-half of the meetings of the state entities, advisory committees, boards, councils, organizations, or governing bodies are held by virtual conferencing in a calendar year. In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, the organization may hold more than one-half of its meetings by virtual conferencing if such organization holds at least one meeting each calendar year that is not by virtual conferencing. The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by virtual conferencing if the governing body's quarterly meetings are not held by virtual conferencing.

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

(4) The secretary or other designee of each public body shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of each meeting and the subjects to be discussed at that meeting.

(5) When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may be held by virtual conferencing. The provisions of subsection (4) of this section shall be complied with in conducting emergency meetings. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

(6) A public body may allow a member of the public or any other witness to appear before the public body by means of virtual conferencing.

(7)(a) Notwithstanding subsections (2) and (5) of this section, if an emergency is declared by the Governor pursuant to the Emergency Management Act as defined in section 81-829.39, a public body the territorial jurisdiction of which is included in the emergency declaration, in whole or in part, may hold a meeting by virtual conferencing during such emergency if the public body gives reasonable advance publicized notice as described in subsection (1) of this section. The notice shall include information regarding access for the public and news media. In addition to any formal action taken pertaining to the emergency, the public body may hold such meeting for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the public body. (b) The public body shall provide access by providing a dial-in number or a link to the virtual conference. The public body shall also provide links to an electronic copy of the agenda, all documents being considered at the meeting, and the current version of the Open Meetings Act. Reasonable arrangements shall be made to accommodate the public's right to hear and speak at the meeting and record the meeting. Subsection (4) of this section shall be complied with in conducting such meetings. (c) The nature of the emergency shall be stated in the minutes. Complete minutes of such meeting specifying the nature of the emergency and any formal action taken at the meeting shall be made available for inspection as provided in subsection (5) of section 84-1413. (8) In addition to any other statutory authorization for virtual conferencing, any public body not listed in subdivision (2)(a) of this section may hold a meeting by virtual conferencing if: (a) The purpose of the virtual meeting is to discuss items that are scheduled to be discussed or acted upon at a subsequent non-virtual open meeting of the public body; (b) No action is taken by the public body at the virtual meeting; and (c) The public body complies with subdivisions (2)(b)(i) and (2)(b)(ii) of this section.

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

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

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

meeting, but it may not forbid public participation at all meetings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

84-1415. Open Meetings Act; requirements; waiver; validity of action. No motion, resolution, rule, regulation, ordinance, or formal action made, adopted, passed, or taken at a meeting as defined in section 84-1409 of a public body as defined in such section shall be invalidated because such motion, resolution, rule, regulation, ordinance, or formal action was made, adopted, passed, or taken at a meeting or meetings on or after March 17, 2020, and on or before April 30, 2021, pursuant to a Governor's Executive Order which waived certain requirements of the Open Meetings Act.

Revised
4-2022



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Principal Supports 2023-2024



ESU 7 Board mtg, 05.20.24
Professional Development Dept

Mark Brady, Brooke Kavan, Amy Richards, Ernie Valentine



ESU 7 Principal Supports 2023-24



New Principal Cohort	Principal Cognitive Coaching	Leadership Learning Rounds	Principal Collaboration Zooms	Principal Cluster	Principal PD Day
Intended Audience					
Principals new to their roles or responsibilities	Any building administrator	Experienced principals, by invitation only	Any building administrator	Any building administrator	Any building administrator
Purpose					
Support new building leaders as they begin or transition into building leadership.	Enhance the capacity for planning, reflecting, problem-solving, decision-making, and skill development that improve Building Leadership.	Build a network of colleagues who collectively examine a problem of practice through data and classroom visits.	Provide space & time for conversation, collaboration, and problem-resolving	Provide space & time for networking, collaboration, information-sharing, and problem-solving	Provide learning specific for principals in addition to time for collaboration around that learning
Format/Mode					
<ul style="list-style-type: none"> Some 1-on-1 in your building (in-person or via Zoom) Some whole-group at ESU 7 Structured topics & timing Collaborative 	<ul style="list-style-type: none"> 1-on-1 in your building (in-person or via Zoom) Possible team coaching You choose topics & timing Confidential 	<ul style="list-style-type: none"> Some 1-on-1 coaching Small groups visiting buildings Structured topics & timing; August training necessary Collaborative 	<ul style="list-style-type: none"> Zoom only Whole-group Participants choose topics Oct, Nov, Feb, April, May 1 hour Collaborative 	<ul style="list-style-type: none"> In-person only Whole-group at ESU 7 Sept, Jan, March Joint principal & superintendent mtg in Dec Half-day Collaborative 	<ul style="list-style-type: none"> In-person only Whole-group at ESU 7 October Whole day Collaborative
Commitment of Principal					
Minimal time and energy necessary outside of the cohort.	No additional time or energy outside of coaching conversations.	Significant time and commitment necessary outside of rounds.	No additional time or energy outside of Zoom sessions.	No additional time or energy outside of clusters.	No additional time or energy outside of PD day.
ESU Contact					
Ernie Valentine	Marci Ostmeyer Mark Brady Brooke Kavan	Marci Ostmeyer Brooke Kavan	Mark Brady Brooke Kavan	Marci Ostmeyer	Brooke Kavan Mark Brady Ernie Valentine Amy Richards

New Principal Cohort

Principals new to their roles or responsibilities

Support new building leaders as they begin or transition into building leadership.

- Some 1-on-1 in your building (in-person or via Zoom)
- Some whole-group at ESU 7
- Structured topics & timing
- Collaborative

Minimal time and energy necessary outside of the cohort.

Ernie Valentine

New Principal Cohort

- 2023-24 Pilot Year
- **Total participants: 8 principals**
 - 6 are first year principals
- Delivery
 - Monthly Letter
 - Quarterly Individual Meeting
 - New Principal Luncheon



Principal Cognitive Coaching

Any building administrator

Enhance the capacity for planning, reflecting, problem-solving, decision-making, and skill development that improve Building Leadership.

- 1-on-1 in your building (in-person or via Zoom)
- Possible team coaching
- You choose topics & timing
- Confidential

No additional time or energy outside of coaching conversations.

Marci Ostmeyer
Mark Brady
Brooke Kavan



Principal Coaching

- Two Principal Coaches (Brooke Kavan and Mark Brady)
- This year **total participants: 25**
- This year **total hours: 89**

Leadership Learning Rounds
Intended Audience
Experienced principals, by invitation only
Purpose
Build a network of colleagues who collectively examine a problem of practice through data and classroom visits.
Format
<ul style="list-style-type: none"> • Some 1-on-1 coaching • Small groups visiting buildings • Structured topics & timing; August training necessary • Collaborative
Commitment
Significant time and commitment necessary outside of rounds.
ESU Contact
Marci Ostmeyer Brooke Kavan

Leadership Learning Rounds

- Marci Ostmeyer & Brooke Kavan are the LLR leads.
- Piloted in 2021-22.
- Year 1 2022-23.
- This year **total participants: 9**
- This year **total hours: 97**



Principal Collab Zoom

Principal Collaboration Zooms
Audience
Any building administrator
Purpose
Provide space & time for conversation, collaboration, and problem-resolving
Format/Mode
<ul style="list-style-type: none">• Zoom only• Whole-group• Participants choose topics• Oct, Nov, Feb, April, May• 1 hour• Collaborative
Impact of Principal
No additional time or energy outside of Zoom sessions.
Contact
Mark Brady Brooke Kavan

- Held 5 times per year
- Brooke Kavan and Mark Brady facilitate
- Principals select topics
- This year **total participants: 13**
- This year **total hours: 5**



Principal Cluster

Any building administrator

Provide space & time for networking, collaboration, information-sharing, and problem-solving

- In-person only
- Whole-group at ESU 7
- Sept, Jan, March
- Joint principal & superintendent mtg in Dec
- Half-day
- Collaborative

No additional time or energy outside of clusters.

Marci Ostmeyer



Principal Cluster

- Agendas address the needs voiced by principals
- Topics have included...
 - Sharing and Collaboration
 - Artificial Intelligence
 - Legislative Updates
 - SPED Hot Topics
 - Student Discipline
- This year **total participants: 36**

Principal PD Day

Any building administrator

Provide learning specific for principals in addition to time for collaboration around that learning

- In-person only
- Whole-group at ESU 7
- October
- Whole day
- Collaborative

No additional time or energy outside of PD day.

Brooke Kavan
Mark Brady
Ernie Valentine
Amy Richards



Principal PD Day

- Began in 2020-21.
- Takes place annually, in the Fall.
- Topics have included:
 - Grading & homework
 - Teacher evaluation & feedback
 - Supporting teachers outside of the evaluation process
 - Building school culture.
- This year **total participants: 11**

Overall Data

ESU 7 Principal Supports 2023-24					
New Principal Cohort	Principal Cognitive Coaching	Leadership Learning Rounds	Principal Collaboration Zooms	Principal Cluster	Principal PD Day
Intended Audience					
Principals new to their roles or responsibilities	Any building administrator	Experienced principals, by invitation only	Any building administrator	Any building administrator	Any building administrator
Purpose					
Support new building leaders as they begin or transition into building	Enhance the capacity for planning, reflecting, problem-solving,	Build a network of colleagues who collectively examine a problem of practice through data and classroom visits.	Provide space & time for conversation, collaboration, and problem-resolving	Provide space & time for networking, collaboration, information-sharing, and problem-solving	Provide learning specific for principals in addition to time for collaboration around that learning
Format/Mode					
Some 1-on-1 coaching Small groups visiting buildings Structured topics & timing; August training necessary Collaborative		<ul style="list-style-type: none"> Zoom only Whole-group Participants choose topics Oct, Nov, Feb, April, May 1 hour Collaborative 	<ul style="list-style-type: none"> In-person only Whole-group at ESU 7 Sept, Jan, March Joint principal & superintendent mtg in Dec Half-day Collaborative 	<ul style="list-style-type: none"> In-person only Whole-group at ESU 7 October Whole day Collaborative 	
Commitment of Principal					
Significant time and commitment necessary outside of rounds.		No additional time or energy outside of Zoom sessions.	No additional time or energy outside of clusters.	No additional time or energy outside of clusters.	No additional time or energy outside of PD day.
ESU Contact					
Ernie Valentine	Marci Ostmeyer Mark Brady Brooke Kavan	Marci Ostmeyer Brooke Kavan	Mark Brady Brooke Kavan	Marci Ostmeyer	Brooke Kavan Mark Brady Ernie Valentine Amy Richards

236  hours

110  participants





Board of Education Work Session

Educational Service Unit 7, Oak Room

2657 44th Ave

Columbus, NE 68601-8537

Monday, April 15, 2024 at 2:00 PM

Posted Locations:

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

Posted Date: 04/08/2024

Attendance Taken at 2:00 PM.

Bob Arp: Present

Joyce Baumert: Present

Marni Danhauer: Absent

Karen Gomez: Present

Don Graff: Absent

Dawn Lindsley: Absent

Richard Luebbe: Absent

Jennifer Miller: Present

Doug Pauley: Present

Richard Stephens: Present

Gary Wieseler: Present

Jack Young: Present

Present: 8, Absent: 4.

Attendance Update Taken at 2:04 PM.

Richard Luebbe: Present

Present: 9, Absent: 3.

Attendance Update Taken at 2:42 PM.

Dawn Lindsley: Present

Present: 10, Absent: 2.

1. Call the Meeting to Order

LEADERSHIP • SERVICE • SUPPORT

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

Roll call was taken at 2:00pm.

Board President conducted the meeting.

Staff present:

Larianne Polk, Administrator

Linda Shefcyk, Business Manager

Mindy Reed, Secretary to the Board of Directors

Marci Ostmeyer, Professional Development Director

Tami Clay, Special Education Director

1.1. Notification of Open Meetings Law

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

1.2. Roll Call

1.3. Absent Board Members

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

Discuss, consider and take action to approve the Board member absences as presented
Passed with a motion by Jennifer Miller and a second by Gary Wieseler.

Marni Danhauer: Absent

Don Graff: Absent

Dawn Lindsley: Absent

Richard Luebbe: Absent

Bob Arp: Yea
Joyce Baumert: Yea
Karen Gomez: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 8, Nay: 0, Absent: 4

Board members Marni Danhauer and Donald Graff were absent. They notified the Administrator prior to the meeting. Board members Richard Luebbe and Dawn Lindsley were tardy.

2. Approval of Agenda

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

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

Discuss, consider and take any necessary action to approve the agenda as presented Passed with a motion by Bob Arp and a second by Joyce Baumert.

Marni Danhauer: Absent
Don Graff: Absent
Dawn Lindsley: Absent
Richard Luebbe: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Karen Gomez: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 8, Nay: 0, Absent: 4

3. Welcome Visitors

One visitor present.

4. Review Stakeholder Feedback

Shari Becker, NASB Director of Search Service, will review the results of stakeholder feedback.

Shari Becker, NASB Director of Search Service, passed out the compiled list of stakeholder feedback. Feedback was received from staff and ESU 7 area superintendents. The feedback information was emailed out to all board members.

5. Review Interim Administrator Applications

Shari Becker, NASB Director of Search Service, will review the Interim Administrator job applications with the board. The board will select interview candidates.

Recommended Motion: Motion to adjourn regular session and enter into closed executive session to prevent the needless injury to the reputation of individuals and for discussion as it relates to the Interim Administrator applications.

Motion to adjourn regular session and enter into closed executive session to prevent the needless injury to the reputation of individuals and for discussion as it relates to the Interim Administrator applications Passed with a motion by Doug Pauley and a second by Jack Young.

Marni Danhauer: Absent

Don Graff: Absent

Dawn Lindsley: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Karen Gomez: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

The board went into executive session to prevent the needless injury to the reputation of individuals and for discussion as it relates to the interim administrator applications at 2:11pm. The board came out of executive session at 3:16pm.

6. Select Interim Administrator Finalists to Interview

The board will decide on which Interim Administrator applicants to interview on April 24, 2024 as well as the interview schedule.

Recommended Motion: Discuss, consider, and take any necessary action for the following finalists to be interviewed for the Interim Administrator position on April 24, 2024: _____, _____, _____.

Discuss, consider, and take any necessary action for the following finalists to be interviewed for the Interim Administrator position on April 24, 2024: Lynn Johnson, Kris Elmshaeuser, Jay Bellar. Passed with a motion by Doug Pauley and a second by Jennifer Miller.

Marni Danhauer: Absent

Don Graff:	Absent
Bob Arp:	Yea
Joyce Baumert:	Yea
Karen Gomez:	Yea
Dawn Lindsley:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea
Jack Young:	Yea

Yea: 10, Nay: 0, Absent: 2

The Interim Administrator interview questions will be finalized by Board President Doug Pauley, and board members Gary Wieseler and Dawn Lindsley. Once the questions are finalized, they will send them to the rest of the board and Shari Becker to prepare for the interviews on April 24, 2024.

Shari Becker will arrange the interview schedule based on availability.

7. Adjournment

Meeting adjourned at 3:29pm.

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



Regular Board of Education Meeting

Educational Service Unit 7, Oak Room

2657 44th Ave

Columbus, NE 68601-8537

Monday, April 15, 2024 at 4:00 PM

Posted Locations:

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

Posted Date: 04/08/2024

Attendance Taken at 4:01 PM.

Bob Arp: Present

Joyce Baumert: Present

Marni Danhauer: Absent

Karen Gomez: Present

Don Graff: Absent

Dawn Lindsley: Present

Richard Luebbe: Present

Jennifer Miller: Present

Doug Pauley: Present

Richard Stephens: Present

Gary Wieseler: Present

Jack Young: Present

Present: 10, Absent: 2.

1. Call the Meeting to Order

LEADERSHIP • SERVICE • SUPPORT

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

Roll call was taken at 4:01pm.
Board President conducted the meeting.

Staff present:

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

1.1. Notification of Open Meetings Law

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

1.2. Roll Call

1.3. Absent Board Members

Board member Marni Danhauer will not be present for the April board meeting. She notified the Administrator prior to the board meeting.

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

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

Marni Danhauer:	Absent
Don Graff:	Absent
Bob Arp:	Yea
Joyce Baumert:	Yea
Karen Gomez:	Yea
Dawn Lindsley:	Yea

Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 10, Nay: 0, Absent: 2

Board members Marni Danhauer and Donald Graff were absent. They both notified the Administrator prior to the board meeting.

1.4. Pledge of Allegiance

All members present participated in the Pledge of Allegiance.

2. Approval of Agenda

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

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

Discuss, consider and take any necessary action to approve the agenda as presented Passed with a motion by Joyce Baumert and a second by Jennifer Miller.

Marni Danhauer: Absent
Don Graff: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Karen Gomez: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 10, Nay: 0, Absent: 2

3. Virtual Conferencing Option

Nebraska Revised Statute § 84-1411 authorizes virtual meetings for educational service units if the requirements of subdivision (2)(b) are met. The board will determine if next month's board meeting should allow for a virtual conferencing option.

Administrator Recommendation: Discuss, consider and take any necessary action to

approve the virtual conferencing option for the May board meeting.
No virtual conferencing option was approved for the May 2024 board meeting.

4. Welcome Visitors
No visitors present.

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

Citizens wishing to address the Board on a certain agenda item must complete the Request to be Heard Document prior to the start of the board meeting. Citizens wishing to present petitions to the Board may do so at this time. However, the Board will only receive the petitions and not act upon them or their contents.
No public comments provided.

6. **Consent Agenda**

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

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

Consent Agenda Includes:

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

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

Discuss, consider and take any action necessary to approve the consent agenda as presented
Passed with a motion by Jack Young and a second by Richard Stephens.

Marni Danhauer:	Absent
Don Graff:	Absent
Bob Arp:	Yea
Joyce Baumert:	Yea
Karen Gomez:	Yea
Dawn Lindsley:	Yea
Richard Luebbe:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea

Jack Young: Yea
Yea: 10, Nay: 0, Absent: 2

6.1. Minutes

This is a consent item.

6.2. Presentation of Bills #77789 through #77918 totaling \$885,380.73

The summary of bills for the current month total: \$885,380.73 - Bills #77789 through #77918

Inservice bills total: \$0

	Amount	Vendor	Description
77798	\$37,075.72	Capital One	Tech flow through/SPED/Grants travel and supplies
77801	\$13,363.22	Central NE Rehab Services	Speech contracted service
77848	\$11,617.79	Pearson Assessment	Psychology tests and booklets
77853	\$10,000.00	Rosetta Stone LLC	Title III Software
77859	\$5,352.60	State of NE DAS State Accounting	Network service charges
77866	\$5,751.00	Yanda's Avl Rental	Early Childhood PD conference
77869	\$5,815.32	Stuthman Enterprises LLC	Speech contracted service

This is a consent item.

6.3. Reading of Article IV, Section 3, A Employment of Board Members

This is a consent item.

6.4. Reading of Article IV, Section 3, B Employment of Immediate Family Members

This is a consent item.

6.5. Reading of Article IV, Section 4, A Fitness for Duty

This is a consent item.

6.6. Reading of Article IV, Section 5, A Drug-Free Workplace/Campus

This is a consent item.

6.7. Reading of Article IV, Section 5, B Notification of Arrest, etc.

This is a consent item.

6.8. Resignation: Sandra Cerny-Wilson, Speech Language Pathologist
Sandra Cerny-Wilson, Speech Language Pathologist - Last Day will be May 17, 2024.

Consent Item

6.9. Excess Lodging and Meals
Excess Lodging and Meals:

- The Special Education Department had excess travel to report:
 - 42nd Annual Midwest Symposium for Leadership in Behavior, Kansas City, MO (February 28 - March 2, 2024)
 - Anne Baptiste - \$160.28
 - Shanna Griffith - \$160.28
 - Brandy Rose - \$160.28
 - Brooke Hemmer - \$160.28
 - Chris Barber - \$160.28
 - Alicia Hastreiter - \$160.27
 - Council for Exceptional Children CEC 2024, San Antonio, TX (March 12-17, 2024)
 - Cara Neesen - \$352.77
- The Administration Department had excess travel to report:
 - NRCSA Spring Conference, Kearney, NE (March 14-15, 2024)
 - Larianne Polk - \$66.22

This is a consent item.

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

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

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

Marni Danhauer: Absent

Don Graff: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Karen Gomez: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 10, Nay: 0, Absent: 2

8. New Hire: Marci Haight, Grant Coordinator
Marci Haight, Grant Coordinator, will start on May 1, 2024.

Administrator Recommendation: Discuss, consider, and take any necessary action to approve the contract for Marci Haight from May 1, 2024-August 31, 2024, as presented.

Administrator Recommendation: Discuss, consider, and take any necessary action to approve the contract for Marci Haight for the 2024-2025 academic year, as presented. Discuss, consider, and take any necessary action to approve the contracts for Marci Haight from May 1, 2024-August 31, 2024 and the 2024-2025 academic year, as presented Passed with a motion by Doug Pauley and a second by Jack Young.

Marni Danhauer: Absent
Don Graff: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Karen Gomez: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 10, Nay: 0, Absent: 2

9. Retirement Resolutions - Lori Simanek, Speech Language Pathologist, Amy Mazankowski, Resource Coach, and Judy Zadina, Teacher of the Visually Impaired

BOARD RESOLUTION OF ESU 7 IN RECOGNITION AND PROFOUND APPRECIATION OF DISTINGUISHED SERVICE BY:

LORI SIMANEK, SPEECH LANGUAGE PATHOLOGIST

AMY MAZANKOWSKI, RESOURCE COACH

JUDY ZADINA, TEACHER OF THE VISUALLY IMPAIRED

IN RECOGNITION AND PROFOUND APPRECIATION OF DISTINGUISHED SERVICE BY :

LORI SIMANEK, AMY MAZANKOWSKI, AND JUDY ZADINA.

WHEREAS, Lori, Amy, and Judy have always been mindful of the interests of Educational Service Unit and has worked tirelessly to advance ESU 7;

WHEREAS, Lori, Amy, and Judy have provided outstanding support and guidance to ESU 7; and

WHEREAS, Lori has faithfully and with honor, integrity and great distinction served as a Speech Language Pathologist for ESU 7; WHEREAS, Amy has faithfully and with honor, integrity and great distinction served as a Resource Coach; WHEREAS, Judy has faithfully and with honor, integrity and great distinction served as a Teacher of the Visually Impaired for ESU 7;

RESOLVED, that the ESU 7 Board of Directors formally acknowledges and extends its profound appreciation to Lori for nearly 14 years of service to ESU 7, Amy for nearly 17 years of service to ESU 7, and Judy for nearly 29 years of service to ESU 7 and their cause of impact on education. As a token of appreciation, ESU 7 will provide Lori, Amy, and Judy with a gift recognizing their retirements;

RESOLVED FURTHER, that the Board Members of ESU 7 are hereby authorized and directed to take such action as may be necessary, appropriate or advisable to implement this resolution; and

We, the undersigned, hereby certify that the ESU 7 Board is comprised of 12 members, of whom __, constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held this 15th day of April, 2024, and that the foregoing Resolution was duly adopted at said meeting by the affirmative vote of __ members, and opposed by __ members, and said Resolution has been duly recorded in the Minutes and is in full force and effect.

Administrator Recommendation: Discuss, consider and take any necessary action to approve the Retirement Resolutions as presented for Lori Simanek, Amy Mazankowski, and Judy Zadina.

Discuss, consider and take any necessary action to approve the Retirement Resolutions as presented for Lori Simanek, Amy Mazankowski, and Judy Zadina Passed with a motion by Dawn Lindsley and a second by Doug Pauley.

Marni Danhauer: Absent

Don Graff: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Karen Gomez: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 10, Nay: 0, Absent: 2

Administrator Polk read the retirement resolutions aloud.

10. Work Session Reminders

There are two scheduled work sessions:

- Thursday, April 18, 2024, from 3pm-7pm at the Hampton Inn Columbus
- Wednesday, April 24, 2024, starting at 1pm at the ESU 7 North Bldg Oak Conference Room

Administrator Polk reviewed the dates, times, and locations of the upcoming work sessions.

11. **Administrator's Report General**

- Election Reminders
- Future 2024 Events
 - NASB Area Membership Meeting in Fremont, NE (September 18, 2024)
 - NASA/NASB Labor Relations Conference in Lincoln, NE (October 2-3, 2024)
 - NASA/NASB State Education Conference in Omaha, NE (November 20-22, 2024)
 - AESA Annual Conference in Orlando, FL (December 4-6, 2024)

Administrator Polk provided reminders for the upcoming board elections. The incumbents have been given the application paperwork to fill out and submit by the deadline listed on the application.

11.1. Goal Update

- Goal 1: 100% Complete
- Goal 2: 82% Complete
- Goal 3: 89% Complete
 - School District Board Meetings Completed:
 - David City - 10/10/2022
 - Osceola - 10/10/2022

- East Butler - 10/12/2022
- Boone Central - 11/14/2022
- High Plains - 1/9/2023
- Fullerton - 2/13/2023
- Clarkson - 3/15/2023
- Central City - 3/15/2023
- Cross County - 5/8/2023
- Palmer - 9/11/2023
- Howells-Dodge - 10/11/2023
- Columbus Public - 11/13/23
- Humphrey - 11/13/23
- Lakeview - 12/11/23
- Leigh - 1/17/24
- St. Edward - 2/12/24
- Schuyler - 2/12/24
- Shelby-Rising City - 3/14/24
- Confirmed for May
 - Twin River - May 20 at 7:30pm
 - Which Director can attend? Board Members Richard Stephens, Jennifer Miller, and/or Donald Graff
- Goal 4: 100% Complete
- 2024-2025 Administrator Goals:
 - Work Session: April 18, 2024, at 3:00pm at the Hampton Inn, Columbus in the Power & Progress Meeting Room.
 - Negotiations
 - General Budget
 - Cash Reserve

Special Education Director Tami Clay and Board Secretary Jennifer Miller will attend the Twin River's board meeting on May 20, 2024, at 7:30pm.

11.2. Services Update

- Update on the Boardsmanship Event
 - June 17, 2024 from 5:00pm-8:30pm
- Update on Regional PD Day in 2025
 - January 3, 2025 from 8:00am-4:00pm

Items inside this item include visit updates, quarterly report, director reports, etc. Administrator Polk provided an update on the June 17 Boardsmanship Event.

Director Ostmeyer provided an update on the Regional PD Day in 2025.

11.3. Facilities Update

The Administrator will provide a facilities update during this item.

- HVAC Update
- South Building Remodel Project Update

The North Building HVAC project has encountered a supply chain issue. The project was originally planned to start in April and be completed by the summer. Due to supply chain issues, the project is set to start late August 2024 and be done by late October 2024. Meetings and events scheduled in the North Building will be rescheduled to the South Building or off campus during this period of time.

The South Building remodel will also experience supply chain issues. Administrator Polk signed an agreement with RVW which will allow RVW to start on the planning work for the remodel.

11.4. Personnel

Resignation:

- Shanna Griffith, Learning Academy Paraprofessional. Last day will be May 17, 2024.

11.5. Legislative Update

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

Administrator Polk reviewed the attached Legislative Update to the ESU 7 Board.

12. **Committee Reports**

12.1. Buildings and Grounds Committee Report

The Buildings and Grounds Committee needs to schedule a meeting in May.

Possible dates include:

- Wednesday, May 1, at 2:00pm
- Friday, May 10, at 1:00pm or 2:00pm
- Wednesday, May 15, at 2:00pm or 3:00pm
- Friday, May 17, at 10:00am or 2:00pm

The Buildings and Grounds Committee will meet on Wednesday, May 1, 2024, at 2:00pm. Mike Kennedy from RVW will also be invited.

12.2. Handbook Committee Update

Staff and Student Handbook Committee Meeting scheduled for Monday, May 13, 2024 at 9:00am.

Committee Recommendation:

13. Adjournment

Meeting adjourned at 4:42pm.

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



Board of Education Work Session

Hampton Inn Columbus - Power & Progress Meeting Room

3536 23rd Street

Columbus, NE 68601

Thursday, April 18, 2024 at 3:00 PM

Posted Locations:

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

Posted Date: 04/11/2024

Attendance Taken at 3:20 PM.

Bob Arp: Present

Joyce Baumert: Present

Marni Danhauer: Absent

Karen Gomez: Present

Don Graff: Absent

Dawn Lindsley: Absent

Richard Luebbe: Present

Jennifer Miller: Present

Doug Pauley: Present

Richard Stephens: Present

Gary Wieseler: Present

Jack Young: Present

Present: 9, Absent: 3.

1. Call the Meeting to Order

LEADERSHIP • SERVICE • SUPPORT

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

Roll call was taken at 3:20pm.
Board President conducted the meeting.

Staff present:

Larianne Polk, Administrator

Linda Shefcyk, Business Manager

Marci Ostmeyer, Professional Development Director

1.1. Notification of Open Meetings Law

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

1.2. Roll Call

1.3. Absent Board Members

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

Discuss, consider and take action to approve the Board member absences as presented
Passed with a motion by Jennifer Miller and a second by Jack Young.

Marni Danhauer:	Absent
Don Graff:	Absent
Dawn Lindsley:	Absent
Richard Luebbe:	Absent
Bob Arp:	Yea
Joyce Baumert:	Yea
Karen Gomez:	Yea
Jennifer Miller:	Yea
Doug Pauley:	Yea
Richard Stephens:	Yea
Gary Wieseler:	Yea

Jack Young: Yea

Yea: 8, Nay: 0, Absent: 4

Board members Marni Danhauer, Donald Graff, and Dawn Lindsley were absent. They notified the Administrator prior to the work session. Board member Richard Luebbe was tardy for the work session.

2. Approval of Agenda

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

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

Discuss, consider and take any necessary action to approve the agenda as presented Passed with a motion by Bob Arp and a second by Jennifer Miller.

Marni Danhauer: Absent

Don Graff: Absent

Dawn Lindsley: Absent

Richard Luebbe: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Karen Gomez: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 8, Nay: 0, Absent: 4

3. Professional Learning for Board Members

Administrator Polk will provide learning to the board related to:

- Negotiations and the impact on the budget,
- Cash reserve and long term planning, and
- General budget as it relates to budget authority and operational budget.

Administrator Polk reviewed the attached Board Worksession document.

4. Adjournment

Meeting adjourned at 6:22pm.

Minutes respectfully submitted by Linda Shefcyk, Treasurer to the ESU 7 Board.



Board of Education Work Session

Educational Service Unit 7, Oak Room

2657 44th Ave

Columbus, NE 68601-8537

Wednesday, April 24, 2024 at 1:00 PM

Posted Locations:

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

Posted Date: 04/17/2024

Attendance Taken at 12:54 AM.

Bob Arp: Present

Joyce Baumert: Present

Marni Danhauer: Present

Karen Gomez: Absent

Don Graff: Present

Dawn Lindsley: Present

Richard Luebbe: Present

Jennifer Miller: Present

Doug Pauley: Present

Richard Stephens: Present

Gary Wieseler: Present

Jack Young: Present

Present: 11, Absent: 1.

1. Call the Meeting to Order

LEADERSHIP • SERVICE • SUPPORT

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

Roll call was taken at 1:00pm.
Board President conducted the meeting.

Staff present until agenda item 4 and return for agenda 5:

Larianne Polk, Administrator

Mindy Reed, Secretary to the Board of Directors

Marci Ostmeyer, Professional Development Director

Tami Clay, Special Education Director

Dan Ellsworth, Network Operations Director

1.1. Notification of Open Meetings Law

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

1.2. Roll Call

1.3. Absent Board Members

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

Discuss, consider and take action to approve the Board member absences as presented
Passed with a motion by Richard Stephens and a second by Jack Young.

Karen Gomez: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Don Graff: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 11, Nay: 0, Absent: 1

Board member Karen Gomez was absent and notification was not provided prior to the board meeting.

2. Approval of Agenda

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

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

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

Karen Gomez: Absent

Bob Arp: Yea

Joyce Baumert: Yea

Marni Danhauer: Yea

Don Graff: Yea

Dawn Lindsley: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 11, Nay: 0, Absent: 1

3. Welcome Visitors

No visitors present.

4. Interim Administrator Interviews

Finalists for Interim Administrator will be interviewed by the Director team and the Board. The Board and the Director Team interviewed each Interim Administrator finalist.

5. Discussion of Interim Administrator Candidates

ESU 7 Directors will share feedback from their finalist interviews with the board. Shari Becker, NASB Director of Search Service, will support the board through discussion of candidates.

Recommended Motion: Motion to adjourn regular session and enter

into closed executive session to prevent the needless injury to the reputation of individuals and for discussion as it relates to the Interim Administrator position.

Motion to adjourn regular session and enter into closed executive session to prevent the needless injury to the reputation of individuals and for discussion as it relates to the Interim Administrator position Passed with a motion by Doug Pauley and a second by Bob Arp.

Karen Gomez: Absent
Richard Stephens: Nay
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Don Graff: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 10, Nay: 1, Absent: 1

The board went into executive session at 4:27pm. The board came out of executive session at 5:43pm.

6. Candidate Selection

The board will discuss and take action to approve negotiations with the selected Interim Administrator candidate.

Recommended Motion: Discuss and take any necessary action to authorize the Board President to negotiate with _____ for the Interim Administrator position.
Discuss and take any necessary action to authorize the Board President to negotiate with Candidate number 3 for the Interim Administrator position Passed with a motion by Jennifer Miller and a second by Dawn Lindsley.

Karen Gomez: Absent
Bob Arp: Yea
Joyce Baumert: Yea
Marni Danhauer: Yea
Don Graff: Yea
Dawn Lindsley: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea

Jack Young: Yea
Yea: 11, Nay: 0, Absent: 1

The board recessed while the Board President and Vice President went into negotiations with candidate 3 and resumed immediately following.

7. Adjournment

Meeting adjourned at 6:09pm.

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

Check Register Summary

Batch Year: 24 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00077919	C	05/20/2024	60053	5TH SEASON LAWN SERVICE	73.95
10	00077920	C	05/20/2024	10013	ACE HARDWARE	2.08
10	00077921	C	05/20/2024	15571	ADAN DEL ANGEL GOMEZ	85.76
10	00077922	C	05/20/2024	10060	ADMINISTRATORS IN-SERVICE	377.78
10	00077923	C	05/20/2024	14974	ALLO COMMUNICATIONS	177.00
10	00077924	C	05/20/2024	190428	ALMQUIST, MALTZAHN, GALLOWAY & LUTH PC	139.00
10	00077925	C	05/20/2024	10391	AMAZON CAPITAL SERVICES *	10,464.46
10	00077926	C	05/20/2024	130180	AMY MAZANKOWSKI	716.69
10	00077927	C	05/20/2024	14079	ANNE MEEKER WATSON	2,400.00
10	00077928	C	05/20/2024	10681	APPLE COMPUTER, INC.	4,532.00
10	00077929	C	05/20/2024	388	APPLIED CONNECTIVE TECHNOLOGIES	320.00
10	00077930	C	05/20/2024	15296	BOBBI POJAR	115.00
10	00077931	C	05/20/2024	9032	BRENDA SAXE	600.00
10	00077932	C	05/20/2024	8400	BRIAN EVANS	47.17
10	00077933	C	05/20/2024	15083	CALVIN CREST CAMP CONF & RETREAT CENTER	382.50
10	00077934	C	05/20/2024	30039	CAPITAL ONE-POLK	17,550.16
10	00077935	C	05/20/2024	1996	CASEY'S MAIL SERVICE LLC	354.39
10	00077936	C	05/20/2024	8940	CENTRAL NE REHAB SERVICES	10,475.56
10	00077937	C	05/20/2024	30550	CITY OF COLUMBUS WATER & SANIT	385.15
10	00077938	C	05/20/2024	30875	COLUMBUS AREA CHAMBER OF COMMERCE	285.00
10	00077939	C	05/20/2024	31029	COLUMBUS PUBLIC SCHOOLS LUNCH FUND	4,950.75
10	00077940	C	05/20/2024	31039	COLUMBUS SCREEN PRINTING	322.00
10	00077941	C	05/20/2024	31462	CROSS COUNTY SCHOOL	590.00
10	00077942	C	05/20/2024	12769	CROWNE PLAZA (JM HOSPITALITY)	1,519.60
10	00077943	C	05/20/2024	4812	CUBBY'S, INC.	574.21
10	00077944	C	05/20/2024	40435	DIAMOND HEATING & AIR	100.00
10	00077945	C	05/20/2024	15539	DUSK AMY JUNKER	1,410.00
10	00077946	C	05/20/2024	40725	EAKES OFFICE SOLUTIONS	16,630.13
10	00077947	C	05/20/2024	50825	ED SERVICE UNIT 7-PAYROLL	728,307.81
10	00077948	C	05/20/2024	15458	ELIZABETH GAMBLIN	184.51
10	00077949	C	05/20/2024	14613	ELYSE BELINA	178.89
10	00077950	C	05/20/2024	50583	EMBASSY SUITES HOTELS	834.00
10	00077951	C	05/20/2024	50595	ENGINEERED CONTROLS	1,423.00
10	00077952	C	05/20/2024	15423	ESL SUPPLIES LLC	580.50
10	00077953	C	05/20/2024	50645	ESU 2	5,000.00
10	00077954	C	05/20/2024	50736	ESU 7 STUDENT SERVICES-SPED	100.00
10	00077955	C	05/20/2024	50735	ESU 9	370.00
10	00077956	C	05/20/2024	50652	ESUCC	1,042.21
10	00077957	C	05/20/2024	60017	FAIRFIELD INN & SUITES BY MARRIOTT	373.00
10	00077958	C	05/20/2024	5533	FAS-BREAK WINDSHIELD REPAIR	60.00
10	00077959	C	05/20/2024	60056	FNBO	95.57
10	00077960	C	05/20/2024	13560	FLAGLER TECHNOLOGIES, LLC	875.00
10	00077961	C	05/20/2024	13684	FLEETCOR TECHNOLOGIES INC	30.30
10	00077962	C	05/20/2024	70060	GENE STEFFY FORD	96.39
10	00077963	C	05/20/2024	7013	GREAT PLAINS COMMUNICATIONS	318.90
10	00077964	C	05/20/2024	15431	GREG TARNICK	62.00
10	00077965	C	05/20/2024	15385	GREGG YOUNG TOYOTA OF COLUMBUS	109.85
10	00077966	C	05/20/2024	80147	HAMPTON INN	874.00
10	00077967	C	05/20/2024	11460	HAYLEY MURPHY	1,017.06
10	00077968	C	05/20/2024	80390	HIGH PLAINS COMMUNITY SCHOOLS	150.00
10	00077969	C	05/20/2024	4944	HOBBY LOBBY	16.53
10	00077970	C	05/20/2024	80524	HOLIDAY INN EXPRESS-FREMONT	107.00
10	00077971	C	05/20/2024	80543	HOMETOWN LEASING	511.19
10	00077972	C	05/20/2024	80880	HY-VEE	4,120.76
10	00077973	C	05/20/2024	13030	INTERNATIONAL ACADEMY OF SCIENCE ACELLUS	600.00
10	00077974	C	05/20/2024	15555	JACKIE STEFFEN	134.00
10	00077975	C	05/20/2024	13552	JEAN ANNE KAMRATH	1,200.00
10	00077976	C	05/20/2024	30027	JENNIFER CALAHAN	140.64
10	00077977	C	05/20/2024	14869	JESSICA BRUGMAN	387.50
10	00077978	C	05/20/2024	12092	JESSICA OLNES	635.97
10	00077979	C	05/20/2024	353	JILLIAN SCHMIDT	18.63
10	00077980	C	05/20/2024	260092	JUDY A ZADINA	412.05

Check Register Summary

Batch Year: 24 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00077981	C	05/20/2024	12424	KASEYA US, LLC	960.75
10	00077982	C	05/20/2024	8150	KATHLEEN ROBERTSON	200.00
10	00077983	C	05/20/2024	12335	KIMBERLY JEAN CHASE	300.00
10	00077984	C	05/20/2024	4839	KSB SCHOOL LAW	915.00
10	00077985	C	05/20/2024	120129	LAKEVIEW COMMUNITY SCHOOLS	300.00
10	00077986	C	05/20/2024	160636	LARIANNE POLK	572.16
10	00077987	C	05/20/2024	15237	LEGACY LEADERSHIP, LLC	9,275.00
10	00077988	C	05/20/2024	15520	LEVEL ONE PROPERTIES (OAK ROOM)	1,443.00
10	00077989	C	05/20/2024	15261	LEXIA LEARNING SYSTEMS INC	3,750.00
10	00077990	C	05/20/2024	120314	LINCOLN JOURNAL STAR	53.58
10	00077991	C	05/20/2024	40545	LISA DURANSKI	1,110.19
10	00077992	C	05/20/2024	120550	LOUP POWER DISTRICT	2,925.83
10	00077993	C	05/20/2024	120557	LOVELESS MACHINE & GRINDING	90.25
10	00077994	C	05/20/2024	220090	LYNN VOLLBRACHT	1,200.00
10	00077995	C	05/20/2024	5410	MARK BRADY	201.00
10	00077996	C	05/20/2024	130378	MENARDS	175.35
10	00077997	C	05/20/2024	10499	MICHELLE RUPIPER	800.00
10	00077998	C	05/20/2024	15440	MIKES GLASS SERVICE	430.00
10	00077999	C	05/20/2024	130547	MNJ TECHNOLOGIES	835.00
10	00078000	C	05/20/2024	130909	NANCY'S CAKE SHOPPE	115.00
10	00078001	C	05/20/2024	140351	NCSA	950.00
10	00078002	C	05/20/2024	8893	NEBRASKA DEPARTMENT OF REVENUE	100.00
10	00078003	C	05/20/2024	8826	NEBRASKA FOREST SERVICE	892.50
10	00078004	C	05/20/2024	140570	NEBRASKA TECHNOLOGY & TELECOM.	160.00
10	00078005	C	05/20/2024	140705	NORTHEAST COMMUNITY COLLEGE	250.00
10	00078006	C	05/20/2024	150290	O'NEILL PUBLIC SCHOOLS	2,511.63
10	00078007	C	05/20/2024	8044	ON TO COLLEGE	62,064.00
10	00078008	C	05/20/2024	12122	One Source The Background Check Company	86.00
10	00078009	C	05/20/2024	150314	ORKIN EXTERMINATING CO INC	130.00
10	00078010	C	05/20/2024	15563	OSTMEYER LAWN SERVICE	170.00
10	00078011	C	05/20/2024	160033	PALMER PUBLIC SCHOOL	750.00
10	00078012	C	05/20/2024	5061	PAPER 101	58,313.80
10	00078013	C	05/20/2024	70395	PATRICIA MAHRT ROBERTS	850.00
10	00078014	C	05/20/2024	80130	PEARSON ASSESSMENT	616.35
10	00078015	C	05/20/2024	15350	PRINT TECHNOLOGIES	75.17
10	00078016	C	05/20/2024	15474	QUALITY INN	294.00
10	00078017	C	05/20/2024	180493	ROMANS, WIEMER & ASSOC. CPA'S	7,700.00
10	00078018	C	05/20/2024	20250	RUTT'S HEATING & AIR	901.50
10	00078019	C	05/20/2024	14052	SAMANTHA TOMERLIN	35.00
10	00078020	C	05/20/2024	981	SARAH WACHA	901.15
10	00078021	C	05/20/2024	760	SERVICEMASTER BY SHEVLIN	1,502.00
10	00078022	C	05/20/2024	8524	SHAYNA CEPEL	738.34
10	00078023	C	05/20/2024	190390	SHELBY-RISING CITY PUBLIC SCHOOL	452.05
10	00078024	C	05/20/2024	190396	SHERWIN WILLIAMS	76.64
10	00078025	C	05/20/2024	15482	SPECIALLY DESIGNED EDUCATION SPERVICES	8,500.00
10	00078026	C	05/20/2024	190850	STATE OF NEBRASKA DAS STATE ACCTG.	5,352.60
10	00078027	C	05/20/2024	11533	SUMMERLAND PUBLIC SCHOOL	125.00
10	00078028	C	05/20/2024	191085	SUPER SAVER	683.23
10	00078029	C	05/20/2024	15504	THINKWAVE	549.00
10	00078030	C	05/20/2024	2674	TIRE OUTLET INC	15.00
10	00078031	C	05/20/2024	200606	U & I SANITATION	112.25
10	00078032	C	05/20/2024	210090	ULINE	5,323.65
10	00078033	C	05/20/2024	14389	UNANIMOUS	800.00
10	00078034	C	05/20/2024	210143	UNIVERSITY OF NEBRASKA - LINCOLN	150.00
10	00078035	C	05/20/2024	210143	UNIVERSITY OF NEBRASKA - LINCOLN	750.00
10	00078036	C	05/20/2024	210143	UNIVERSITY OF NEBRASKA - LINCOLN	450.00
10	00078037	C	05/20/2024	14915	VALIDATE ME INC	200.00
10	00078038	C	05/20/2024	10320	VERIZON WIRELESS	1,146.23
10	00078039	C	05/20/2024	11444	VOCATIONAL RESEARCH INSTITUTE LLC	299.00
10	00078040	C	05/20/2024	230051	WALMART CAPITAL ONE - MIG	24.86
10	00078041	C	05/20/2024	230195	WAYNE COMM. SCHOOLS	310.00
10	00078042	C	05/20/2024	13420	WOODRIVER ENERGY LLC	1,049.89

Check Register Summary

Batch Year: 24 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
10	00078043	A	05/20/2024	13897	ADILENE PEREZ	821.42
10	00078044	A	05/20/2024	14494	ALEXUS HITZ	534.66
10	00078045	A	05/20/2024	120155	AMY J SLAMA	1,204.63
10	00078046	A	05/20/2024	10030	ANA KAREN GARCIA MEDINA	323.61
10	00078047	A	05/20/2024	1082	ANGEL D MAYBERRY	566.15
10	00078048	A	05/20/2024	990	BRANDY ROSE	428.13
10	00078049	A	05/20/2024	13315	BROOKE HEMMER	13.38
10	00078050	A	05/20/2024	14621	CALVIN FREY	1,204.66
10	00078051	A	05/20/2024	13528	CARA NEESEN	44.49
10	00078052	A	05/20/2024	110510	CAROLYN KOCH	102.91
10	00078053	A	05/20/2024	5967	CASSANDRA RUTH	917.90
10	00078054	A	05/20/2024	14648	CRYSTAL VAN WINKLE	812.04
10	00078055	A	05/20/2024	70017	CYNTHIA ALARCON	184.00
10	00078056	A	05/20/2024	50579	DAN ELLSWORTH	58.96
10	00078057	A	05/20/2024	180474	DARLENE RODRIGUEZ	812.71
10	00078058	A	05/20/2024	15512	DEBOER OUTDOOR POWER	6,500.00
10	00078059	A	05/20/2024	14001	DEVON GRONENTHAL	336.34
10	00078060	A	05/20/2024	14060	DYLAN SOUTHARD	351.08
10	00078061	A	05/20/2024	7560	ESI HOSTED SERVICES	171.52
10	00078062	A	05/20/2024	7099	HALEY KUNZE	486.42
10	00078063	A	05/20/2024	8559	JACLYN TERNUS	302.84
10	00078064	A	05/20/2024	14745	JAEDYN MORRIS	837.50
10	00078065	A	05/20/2024	9580	JASON TROTTER	19.25
10	00078066	A	05/20/2024	11223	JILL WIELGUS	543.37
10	00078067	A	05/20/2024	8540	JOLYNN KAHLANDT	734.99
10	00078068	A	05/20/2024	11932	JOSH ARIAS	543.37
10	00078069	A	05/20/2024	6459	KAISE RECEK	29.48
10	00078070	A	05/20/2024	14478	KASSANDRA CORNWELL	1,269.05
10	00078071	A	05/20/2024	100521	KRIS JOHNSON	70.35
10	00078072	A	05/20/2024	13480	LETISHIA KLEINSCHMIT	1,025.77
10	00078073	A	05/20/2024	15334	LINDSEY JELINEK	649.90
10	00078074	A	05/20/2024	13340	LINDY CHURCH	286.76
10	00078075	A	05/20/2024	190434	LORI SIMANEK	726.28
10	00078076	A	05/20/2024	13986	LYNNE WEBSTER	1,584.55
10	00078077	A	05/20/2024	11797	MARIA RODRIGUEZ	877.71
10	00078078	A	05/20/2024	14699	MARIAH HUNKE	1,216.05
10	00078079	A	05/20/2024	10081	MECA	2,335.00
10	00078080	A	05/20/2024	11479	MEGAN WELCH	1,086.36
10	00078081	A	05/20/2024	4650	MELINDA VELECELA	578.21
10	00078082	A	05/20/2024	14656	MERIDITH RIHA	170.18
10	00078083	A	05/20/2024	12246	MERRIDIE KAUP	920.48
10	00078084	A	05/20/2024	11304	MINDY REED	15.48
10	00078085	A	05/20/2024	8788	NATHALIE VARGAS	561.46
10	00078086	A	05/20/2024	13498	RACHEL BUETTNER	397.98
10	00078087	A	05/20/2024	30268	SANDY CERNY	518.58
10	00078088	A	05/20/2024	130708	SHARON M BROWN	1,061.95
10	00078089	A	05/20/2024	10740	SHELLI EICKMEIER	635.83
10	00078090	A	05/20/2024	12165	STEPHANIE FOREMAN	744.52
10	00078091	A	05/20/2024	190945	STUTHMAN ENTERPRISES LLC	10,922.70
10	00078092	A	05/20/2024	13447	SUSAN OLMER	164.82
10	00078093	A	05/20/2024	11436	TAMRA CLAY	146.06
10	00078094	A	05/20/2024	13536	TERI OPFER	1,201.98
10	00078095	A	05/20/2024	70018	VANESSA GASCON-GUARCAS	204.69
10	00078096	A	05/20/2024	230361	WENDY WOLFE	850.23
10	00078097	A	05/20/2024	10545	YARIBEY RODRIGUEZ	834.82
Total Bank: 10						\$1,067,904.11

Check Register Summary

Batch Year: 24 Bank: 10 Date Range:

Bank	Check	Type	Date	Vendor	Vendor Name	Amount
Total Computer Checks:						\$1,017,960.55
Total Manual Checks:						\$0.00
Total ACH Checks:						\$49,943.56
Total Other Checks:						\$0.00
Total Electronic Checks:						\$0.00
Total Computer Voids:						\$0.00
Total Manual Voids:						\$0.00
Total ACH Voids:						\$0.00
Total Other Voids:						\$0.00
Total Electronic Voids:						\$0.00
Grand Total:						\$1,067,904.11
Number of Checks:						179

Batch Year	Batch	Amount
24	000218	195,069.17
24	000227	87,296.59
24	000231	57,230.54
24	000239	728,307.81

Section 6 - Administration

Article I, Section 6, A Concept of Administration

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

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

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

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

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

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

Article I, Section 6, B Administrator

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

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

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

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

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

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

1. Policies:

The Administrator's responsibilities related to policies are:

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

2. Personnel:

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

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

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

3. Budget:

The Administrator's responsibilities related to the budget are:

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

4. Services:

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

5. Purchases and Contracts:

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

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

6. Board and Community Communications:

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

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

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

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

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

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

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

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

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

Article II, Section 6, B Notice of Budget Meeting

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

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

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

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

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

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

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

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

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

Legal Reference:	§79-1204, §79-1222, 79-1224, 79-1225 and 79-1242 NDE Rule 84, sections 3.05B
Date of Adoption:	August 20, 2018
Date(s) of Review:	May 17, 2021 June 21, 2021 May 16, 2022 May 15, 2023 May 20, 2024

Article III, Section 1, F Special Education Cooperative

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

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

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

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

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

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

Article III, Section 7, G Internet Safety Policy

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

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

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

Legal Reference:	47 USC § 254 (Children’s Internet Protection Act)
Date of Adoption:	November 19, 2018
Date of Review:	June 15, 2020 June 21, 2021 June 20, 2022 May 15, 2023 May 20, 2024

Section 2 - Staff Handbooks and Job Descriptions

Article IV, Section 2, A Staff Handbooks and Job Descriptions

The administration is responsible for preparing and distributing staff handbooks and job descriptions. Staff handbooks and job descriptions approved by the Board shall have the effect of Board-approved policy and, if approved by the Board later in time to any conflicting Board policy, shall control over conflicting Board policy.

Legal Reference:	
Date of Adoption:	February 18, 2019
Date(s) of Review:	June 20, 2022 May 15, 2023 May 20, 2024

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

Definitions

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

Physical Restraint

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

Physical restraint may not be used:

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

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

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

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

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

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

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

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

Seclusion

1. When Seclusion May be Used.

Seclusion may be used in the following circumstances:

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

Seclusion may not be used:

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

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

Enclosures used for seclusion, other than enclosures used on a temporary basis, shall:

- Have the same ceiling height as the surrounding room or rooms and be large enough to accommodate not only the student being isolated but also any other individual who is required to accompany that student.
- Be constructed of materials that cannot be used by students to harm themselves or others, be free of electrical outlets, exposed wiring, and other objects that could be used by students to harm themselves or others, and be designed so that students cannot climb up the walls (including walls far enough apart so as not to offer the student being isolated sufficient leverage for climbing).
- If an enclosure used for isolated time out is fitted with a door, the door shall either be a steel door or a wooden door of solid-core construction. If the door includes a viewing panel, the panel shall be unbreakable.
- Be designed to permit visual monitoring of and communication with the student sufficient to ensure the student's safety and security. For students who do not communicate verbally, arrangements shall be made to permit the student to periodically communicate the student's needs.
- If a locking mechanism is used on the enclosure, the mechanism shall be constructed so that it will engage only when a key, handle, knob, or other similar device is being held in

position by a person, unless the mechanism is an electrically or electronically controlled one that is automatically released when the building's fire alarm system is triggered. Upon release of the locking mechanism by the supervising adult, the door must be able to be opened readily.

The procedures for use of seclusion include:

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

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

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

Documentation and Evaluation

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

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

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

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

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

Legal Reference:	
Date of Adoption:	June 17, 2019
Date(s) of Review:	June 15, 2020 June 21, 2021 June 20, 2022 May 15, 2023 May 20, 2024

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

1. Removal of Students by Law Enforcement Officials

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

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

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

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

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

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

2. Interviews of Students by Law Enforcement Officials

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

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

3. Disclosure of Student Records

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

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

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

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

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

Legal Reference:	§ 43-248; § 43-418; § 79-294 § 79-2,104 (student records) 20 U.S.C. 1232g (FERPA)
Date of Adoption:	June 17, 2019
Date(s) of Review:	June 15, 2020 June 21, 2021 June 20, 2022 May 15, 2023 May 20, 2024

Article V, Section 5, E Animals at ESU 7

Animals are not allowed in ESU 7 buildings or on ESU 7 property without the written permission of the Administrator or his/her designee except as provided in this policy or as otherwise required by law.

I. Use of Animals for Instructional Purposes

Animals that support an ESU 7 program or curriculum or that are used for instructional purposes are allowed in ESU 7 buildings or on ESU 7 property with the written permission of the administrator or designee.

II. Service Animals

The ESU 7 does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on ESU 7 property when required by law, subject to the conditions of this policy.

- Service Animal. A “service animal” is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks do not include the crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler's disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition.
- ESU 7 Inquiries. ESU 7 officials may ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do unless the answers to these inquiries are readily apparent. ESU 7 officials may not ask about the nature or extent of a person's disability and may not require documentary proof of certification or licensing as a service animal.
- Procedural Requirements. The following requirements must be satisfied before a service animal will be allowed in ESU 7 buildings or on campus grounds:
 - Request. A person who wants to be accompanied by his/her service animal must submit a written request form to the Administrator or designee. The request form is located in the ESU 7 Procedure Manual. These requests must be renewed each academic year or whenever a different service animal will be used.
 - Health and Vaccination. The owner or handler must have proof of current licensure from the local licensing authority including proof of the service animal's current vaccinations and immunizations required by law.

Service animals will not be allowed in ESU 7 buildings or other ESU 7 property until the ESU 7 has approved the request.

- Control. A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack,

vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

- Exclusion or Removal from ESU 7. A service animal may be excluded from ESU 7 property and buildings if the ESU Administrator, Special Education Director, or principal determines that:
 1. A handler does not have control of the service animal;
 2. The service animal is not housebroken;
 3. The service animal presents a direct and immediate threat to others in the ESU; or
 4. The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from the ESU premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

- Allergic Reactions. If any student or employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The ESU will arrange a meeting between ESU personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.
- Supervision and Care of Service Animals. The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in an ESU 7 building or on ESU property. The student's parent or guardian is responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. ESU 7 is not responsible for providing any care, supervision, or assistance for a service animal.
- Damage to School Property and Injuries. The owner or handler of a service animal is solely responsible and liable for any damage to ESU 7 property or injury to personnel, students, or others caused by the animal.
- Service Animal in Training. This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.
- Denial of Access and Grievance. If an ESU official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

III. Therapy Dogs

A "therapy dog" is a dog that has been individually trained and certified to work with its owner to provide emotional support, well-being, comfort, or companionship. Therapy dogs are not "service animals" as that term is used in the Americans with Disabilities Act.

Therapy dogs will not be allowed on ESU 7 grounds or ESU 7 property except as otherwise required by law or through the prior approval of the Administrator. The Administrator may only approve therapy dogs on ESU 7 grounds or ESU 7 property if the following conditions are met: (1) the handler provides documentation regarding certification, licensure, and vaccinations, (2) the Administrator or designee determines that it is in the best interest of ESU 7 to allow the therapy dog; (3) ESU 7 contracts for or is otherwise responsible for bringing the therapy dog onto ESU 7 grounds or ESU 7 property; (4) the therapy dog will aid or further a purpose of ESU 7; and (5) ESU 7 has taken reasonable steps to ensure that the therapy dog has been trained and will not pose a threat to the health or safety of others at ESU 7, and (6) the involvement of therapy dog is temporary, and not to exceed 5 program days unless an extension is approved by the Administrator or designee.

Legal Reference:	
Date of Adoption:	August 21, 2023
Date(s) of Review:	May 20, 2024

Section 6 - Student Conduct

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
Date(s) of Review:	June 15, 2020 June 20, 2022 May 15, 2023 May 20, 2024

Article V, Section 6, B Search and Seizure

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

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

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

Legal Reference:	
Date of Adoption:	June 17, 2019
Date(s) of Review:	June 15, 2020 June 21, 2021 June 20, 2022 May 15, 2023 May 20, 2024

Article V, Section 6, C Anti-Bullying

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.

Legal Reference:	
Date of Adoption:	June 17, 2019
Date(s) of Review:	June 15, 2020 June 21, 2021 June 20, 2022 May 15, 2023 May 20, 2024

Section 7 - Student Health

Article V, Section 7, A Prohibition on Mandatory Medication

A student shall not be required to obtain a prescription for a controlled substance as a condition for receiving ESU educational services, an evaluation or special education services.

Legal Reference:	20 U.S.C. 1400 et seq. 34 CFR Part 300 (Individuals with Disabilities Education Act and regulations) 92 NAC 51 (NDE Rule 51)
Date of Adoption:	May 20, 2019
Date(s) of Review:	June 20, 2022 May 15, 2023 May 20, 2024

Article V, Section 7, B Dispensing Medications

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

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

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

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

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

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

7. Administration of Medication by ESU Personnel.

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

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

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

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

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

c. Routes of Medication Administered by ESU Personnel:

i. Routine Medication via Oral, Inhalation, Topical, and Instillation Routes: School nurses and medication competent staff may provide routine medications (meaning the frequency of administration, amount, strength, and method are specifically fixed) by the following routes:

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

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

1. In the case of a medication competent staff member, a determination has been made by the school nurse or by the student’s physician or duly licensed health care professional that these activities can be done safely for the specified recipient by the medication competent staff member and the determination is placed in writing.
2. Directions for additional routes must be for recipient specific procedures and must be in writing.
3. Directions for PRN medication must be in writing and include parameters for provision of PRN medication.
4. Directions for observing and reporting for monitoring medication must be in writing and include the parameters for the observation and reporting.
5. ESU personnel administering the medication shall comply with the written directions.

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

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

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

Legal Reference:	§§ 71-6718 to 71-6742; NDE Rule 59
Date of Adoption:	June 17, 2019
Date(s) of Review:	June 15, 2020 June 21, 2021 June 20, 2022 May 15, 2023 May 20, 2024

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
Date(s) of Review:	June 20, 2022 May 15, 2023 May 20, 2024

Article V, Section 7, E Emergency Medical Aid

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

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

Legal Reference:	
Date of Adoption:	May 20, 2019
Date(s) of Review:	June 21, 2021 June 20, 2022 May 15, 2023 May 20, 2024

Article V, Section 7, F Wellness

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

1. Goals to Promote Student Wellness

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

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

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

2. Nutrition Guidelines

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

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

According to 7 CFR 210.31(e)(2), all schools are required to complete an assessment of their school's compliance with their local school wellness policy (SWP) at least once every three years (triennial) and make this assessment available to the public by posting assessment responses to the school's website. ESU 7 participates in the school lunch program by contracting with a local public school system. We post information collected and partnered with this specific school district.

3. Plan for Measuring Implementation and Designation of Responsible Persons

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

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

4. Development of Policy

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

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

Legal Reference:	
Date of Adoption:	June 17, 2019
Date(s) of Review:	June 15, 2020 June 21, 2021 June 20, 2022 May 15, 2023 August 21, 2023 May 20, 2024

Section 8 - Required Trainings

Article V, Section 8, A Required Trainings

The Board hereby authorizes the Administrator to oversee and ensure that the ESU and its employees comply with all training requirements required by law and all associated data or training reporting requirements required by law. The Administrator has the authority to take all reasonable steps to comply with training requirements, including the authority to contract with third parties to ensure that any such training or reporting complies with state and federal law. This Section shall supersede any conflicting policy to the extent that a conflicting policy would prevent the ESU from complying with a legal mandate.

Date of Adoption:	August 21, 2023
Date(s) of Review:	May 20, 2024

Section 9 - Communicable and Infectious Diseases

Article V, Section 9, A Procedures for Control of Infectious 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.

1. 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 to 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 instructions 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 without the use of over the counter pain/fever reducers.
 - xii. COVID-19 (Coronavirus): Symptoms include fever, cough, and shortness of breath. Use universal hand washing procedures, hand sanitizers, and coughing in tissue/elbow. CDC believes symptoms of COVID-19 may appear in as few as 2 days or as long as 14 days after exposure. Students with confirmed positive COVID-19 will not return to school until determined not contagious by current CDC guidelines.
 - xiii. 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.
 - 1. 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).
 - 2. 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.
3. 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.
 4. 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.
 5. 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.
- b. 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.

2. Employees

- a. Contagious and Infectious Diseases: When an employee has a contagious or infectious disease 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.
- General Provisions:
 - 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
 - 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 circumstances, 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-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq. Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq. Nebraska Fair Employment Practices Act--§§48-1101 to 48-1126 20 U.S.C. 1232g (FERPA)
Date of Adoption:	June 17, 2019
Date(s) of Review:	October 18, 2021 June 20, 2022 May 15, 2023 May 20, 2024

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

If the Administrator or Administrator’s designee determines that a building or buildings should be closed due to health or safety concerns, then the Administrator or Administrator’s designee is authorized to close an ESU 7 building or buildings until the Administrator or Administrator’s designee determines that such building or buildings should be reopened.

In determining whether a building or buildings should be closed, the Administrator or Administrator’s designee is encouraged to receive input from law enforcement, health officials and other experts.

If the Administrator or Administrator’s designee makes the decision to close an ESU 7 building or buildings, then the Administrator or Administrator’s designee shall communicate such decision to students, parents (if applicable), staff, community members and area media outlets as soon as practical.

If an ESU 7 building is closed, then no person shall be allowed to enter such building unless the Administrator permits such person to enter such building.

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

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

If the Administrator or Administrator’s designee determines that a person may pose a health or safety risk to others, the Administrator may exclude such person from ESU property. If such person is a student in an ESU 7 Level III program then the Administrator or Administrator’s designee will contact the resident school district to transport the student from the Level III program back to the resident school district. After returning to the resident school district, the student will follow the exclusion protocol established by the resident school district. If such person is a staff member, then the Administrator or Administrator’s designee may place said staff member on paid or unpaid leave. If such person is not a student or staff member, then the Administrator or Administrator’s designee shall inform such person as soon as possible that they are not permitted on ESU 7 property until further notice from the Administrator or Administrator’s designee.

The Administrator may consult with law enforcement, health officials or other experts in determining whether such exclusion should occur.

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

Section 10 - Student Fees

Article V, Section 10, A Student Fees

The ESU will not assess any fee to students. Further, the ESU will not assess any fee to students in the absence of specific authority within a contract for services between the ESU and the School District.

In the event that a student served by the ESU requires certain goods or services to be provided by the ESU when no counterpart service is available within the School District, any fees to be charged for any such goods or services by the ESU shall be specifically identified by the School and the ESU.

Legal Reference:	§§ 79-2,125 to 79-2,135 (Public Elementary and Secondary Student Fee Authorization Act)
Date of Adoption:	May 20, 2019
Date(s) of Review:	June 20, 2022 May 15, 2023 May 20, 2024

Section 11 - Transportation

Article V, Section 11, A Safe Pupil Transportation Plan

This policy sets forth the ESU's plan for providing safe transportation to students being transported by the ESU in contracted vehicles.

1. Weapons. Upon becoming aware of a weapon aboard a pupil transportation vehicle, the driver will make every attempt to:

- A. Radio or telephone, from safe location, ESU 7 special education office and notify them of the situation if possible.
- B. Pull vehicle over to safe and secure area.
- C. Confiscate weapon (if it doesn't jeopardize student or driver safety).
- D. Give description of weapon and participating parties to ESU 7 special education office.
- E. ESU 7 special education office will immediately notify appropriate law enforcement agencies and ESU administration.

2. Pupil behavior. Students are expected to follow student conduct rules while in a pupil transportation vehicle. The pupil transportation driver is responsible for controlling behavior which affects safety and for reporting rule violations to ESU administration. In the event a student's behavior jeopardizes safety, the driver will make every attempt to:

- A. First seek to resolve incidents through discussion with the student(s) involved.
- B. Radio or telephone, from a safe location, ESU 7 special education office and notify them of situation if possible.
- C. Activate emergency flashers.
- D. Bring vehicle to a safe stop. Seek to resolve the incident, using physical force only as necessary to protect students or yourself.
- E. Report and document discipline problems to the Administrator.

3. Terrorist threats. A person commits a terroristic threat if the person threatens to commit a crime of violence with the intent to terrorize another or with the intent of causing evacuation of a building, place of assembly or facility of public transportation or in reckless disregard of the risk of causing such terror or evacuation. Upon becoming aware of a terroristic threat relating to a pupil transportation vehicle, the driver will make every attempt to:

- A. Radio or telephone, from a safe location, ESU 7 special education office and notify them of situation if possible.
- B. Make every attempt to keep passengers calm (this may mean complying with the terrorist).
- C. ESU 7 special education office will immediately notify appropriate law enforcement agencies and administration.
- D. Drivers should wait for instructions from the ESU 7 special education office if possible.

4. Severe weather. Upon becoming aware of severe weather while aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Radio or telephone, from a safe location, ESU 7 special education office and notify them of situation if possible.
 - B. Return to the ESU if less than five minutes away and follow the directions of the administrator.
 - C. If more than five minutes away from the ESU 7 site, and there is no shelter and there is immediate danger the driver and passengers are to follow evacuation procedures and get everyone off the vehicle into the nearest ditch or culvert at least 100 feet away from the vehicle.

5. Hazardous materials. Upon becoming aware of a hazardous material aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Radio or telephone, from a safe location, ESU 7 special education office and notify them of situation if possible.
 - B. Pull vehicle over to a safe and secure area.
 - C. Give description of hazardous materials in question to ESU 7 special education office.
 - D. ESU 7 special education office will immediately notify appropriate law enforcement and administration.
 - E. Drivers should wait for instructions from the ESU 7 special education office if possible.

6. Medical emergencies. Upon becoming aware of a medical emergency aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Radio or telephone, from a safe location, ESU 7 special education office and notify them of the situation if possible. If not possible, the driver will make every attempt to telephone ESU 7 special education office from a cellular telephone or from the nearest safe haven location.
 - B. ESU 7 special education office will immediately notify appropriate medical agencies and administration.
 - C. Drivers should follow instructions from ESU 7 special education office, ESU officials, and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures.
 - D. Only if necessary, the driver should move passengers only enough to get them out of danger of traffic or fire. If moved, the driver and aide are to keep them where placed until a medical agency arrives, unless a parent has taken charge of their child. Drivers should try to keep student passengers as calm as possible.

7. Procedures in the event of mechanical breakdowns of the vehicle.

Upon becoming aware of a mechanical breakdown aboard a Pupil transportation vehicle, the driver will make every attempt to:

- A. Pull the vehicle over to a safe and secure area if possible.
- B. Radio or telephone, from a safe location, ESU 7 special education office and notify them of the situation if possible.

- C. Activate emergency flashers and place warning flares/reflectors in accordance with safety guidelines, if not in a secure area.
- D. Drivers should try to keep student passengers as calm as possible.
- E. ESU 7 special education office will arrange for assistance and a relief vehicle if needed.

8. Documentation under Safe Pupil Transportation Plan. Each pupil transportation driver is required to complete and submit to the administration a vehicle conduct report or incident report involving the pupil transportation vehicle operated by the driver or any pupils transported in it. Documentation is to include the occurrence of any of the following events: weapons, student behavior which affects safety, terroristic threats, severe weather, hazardous materials, medical emergencies, or procedures in the event the drop-off location is uncertain or appears unsafe to leave students. Documentation of such events shall be completed and submitted as soon as practicable after the incident.

9. Transportation of Unsafe Items. Drivers shall not permit pupil transportation vehicles to transport any items, animals, materials, weapons or look-a-like weapons or equipment which in any way would endanger the lives, health or safety of the children or other passengers and the driver. Look-a-like weapons associated with a school-sponsored or approved activity may be transported only with written permission of the ESU Administrator or designee. Any items that would break or could produce injury if tossed about inside the pupil transportation vehicle when involved in an accident or sudden stop shall be secured.

10. Supplemental Information. A copy of this plan shall be placed in each pupil transportation vehicle, kept at the ESU 7 special education office, and made available upon request. Supplemental information with respect to operational and procedural guidelines used to administer this plan can be found in the Nebraska Department of Education Pupil Transportation Guide.

Legal Reference:	§§ 79-318, 79-602, 79-607 and 79-608 NDE Rule 91
Date of Adoption:	May 20, 2019
Date of Revision(s):	June 20, 2022 May 15, 2023 May 20, 2024

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

Each person who drives students in an ESU 7 pupil transportation vehicle for an ESU activity and who is not required to have a permit to operate a pupil transportation vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 10 years; or,
3. Reckless driving or willful reckless, within the immediate prior 10 years;

Each person who drives an ESU vehicle for purposes other than pupil transportation shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person’s employment position required driving vehicles as a function of the person’s employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 10 years; or,
3. Reckless driving or willful reckless, within the immediate prior 10 years; or

The record of satisfactory driving standards shall apply to all new employees from and after the adoption of this policy. Existing employees shall be subject to the same standards, provided that the Administrator or the Administrator’s designee may determine to permit an exception based on the existing employee’s record of satisfactory driving while employed with ESU 7 and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.

Legal Reference:	NDE Rule 91
Date of Adoption:	May 20, 2019
Date of Revision(s):	June 20, 2022 May 15, 2023 May 20, 2024

From: Tami Clay tclay@esu7.org 🚩
Subject: Fwd: Resignation
Date: May 1, 2024 at 9:48 AM
To: Mindy Reed mreed@esu7.org



Tami Clay
Special Education Director
Adaptability · Ideation · Developer · Empathy · Input
Educational Service Unit 7
Address: 2563 44th Ave., Columbus, NE 68601
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Lead · Support · Customize · Innovate

Begin forwarded message:

From: Ronelle Jackson <rjackson@esu7.org>
Subject: Resignation
Date: December 11, 2023 at 7:50:51 AM CST
To: Tami Clay <tclay@esu7.org>

Good morning!

I've given it some thought and have decided I will move forward with my full resignation. I appreciate the offer. I do not want to commit to driving to Columbus twice a week next year.

Although, I've printed and handed you my resignation, I copied and pasted it here for easier access.

Thank you!

Ronelle Jackson
4719 27th St.
Columbus, NE 68601
Rojack94@gmail.com

November 25, 2023

Tami Clay
Director of Special Education
ESU 7
2563 44th Ave.
Columbus, NE 68601

Dear Tami, Dr. Polk and ESU 7's Board of Education:

I am writing to formally notify you of my decision to resign from my position as a Licensed Mental Health Practitioner at ESU 7, effective May 17, 2024, the last day of my 2023-2024 contract.

I appreciate the professional opportunities and experiences provided to me while simultaneously learning the ins and outs of the educational system. In addition, I have received endless encouragement and support to pursue my professional interests. One of our beliefs at ESU 7 is "people first," and while I am deciding to move to another chapter, I will be forever grateful for the impact that **all the talented, dedicated, intelligent, compassionate people** of ESU 7 and area districts have had on my life. I hope ESU continues to place people first in all that they do – it is one of the agency's greatest qualities!

Over the next six months, I am committed to ensuring a smooth transition of my responsibilities. Please let me know if there is anything else I can do to help make this process seamless prior to my departure on May 17, 2024.

Sincerely,

Ronelle Jackson





Ronelle Jackson, LIMHP

Licensed Independent Mental Health Practitioner

Restorative · Individualization · Responsibility · Connectedness · Discipline

Educational Service Unit 7

Address: 2667 44th Ave., Columbus, NE 68601

Phone: (402) 564-0815 Ext. 1044

Mobile: (308) 529-3551

Website: www.esu7.org

Lead • Support • Customize • Innovate



North Building
2657 44th Ave.
Columbus, NE 68601
O: 402.564.5753
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South Building
2563 44th Ave.
Columbus, NE 68601
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www.esu7.org

Serving the schools of Boone, Butler, Colfax, Merrick, Nance, Platte, and Polk counties.

Dr. Larianne Polk
Chief Administrator
E: lpolk@esu7.org

Dir. Marci Ostmeyer
Professional Development
E: mostmeyer@esu7.org

Dir. Tami Clay
Special Education
E: tclay@esu7.org

Dir. Dan Ellsworth
Network Operations
E: ellsworth@esu7.org

Dear ESU board,

Please accept my letter of resignation, indicating that I will not be returning the ESU 7 after the completion of my current contract.

I am grateful for my time at the ESU and the people who I have had the honor to work alongside.

Sincerely,

Mollie Morrow, PLMHP

Dear ESU7,

I am writing this letter to formally announce my resignation from ESU7, effective at the end of my contract. This was not an easy decision for me, and not one I took lightly. I have given this a lot of thought and consideration over the past week and have decided to accept a position with ESU10. This is not something I was seeking, and I was fully committed to returning to ESU7 for the 2024-2025 school year. However, this opportunity presented itself to me and due to the benefits it was not something I could not consider.

Working for ESU10 will allow me to continue to serve students as an LMHP but in districts closer to home. I will be in schools within 25 miles of my home and only 15 minutes from my children's school. This will allow me to be more present for my kids as I will not be as far. I will be able to take them to and from school and be closer for appointments or emergencies. This also takes away added stress for after school activities.

I have absolutely loved all the LMHPs I work with at ESU7 and I enjoy the districts I am in. I have been honored to be a part of such a supportive, dedicated, and amazing department at ESU7 which is why this decision has been so hard for me. I am thankful that I was given this opportunity and believe I have truly grown as a therapist with ESU7. However, my decision has to be about what is best for my family. I would like to help in any way I can to get any new therapist prepared for this position.

Thank you again for your time and please feel free to reach out for any further questions.

Sincerely,

Crystal Van Winkle

**2024-2025 Master Services Agreement
Between the
Educational Service Unit Coordinating Council and
Educational Service Unit 1**

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into this 30th day of May, 2024 ("effective date") by and between THE EDUCATIONAL SERVICE UNIT COORDINATING COUNCIL, a political subdivision of the State of Nebraska, hereinafter referred to as "the Council" or "the ESUCC," and EDUCATIONAL SERVICE UNIT NO. 1, a political subdivision of the State of Nebraska referred to as "the ESU."

Recitals

Whereas, ESUCC is charged by NEB. REV. STAT. § 79-1245 with the administration of statewide education initiatives and provision of statewide education services;

Whereas, the ESU wishes to receive certain services and participate in certain Projects that are conducted by the ESUCC; and

Whereas, the ESU wishes to have certain services and initiatives made available to its member school districts.

Now, therefore, the ESUCC and the ESU agree as follows:

1. General Provisions

- a. Purpose. The purpose of this Agreement is to establish the general terms and conditions applicable to the education initiatives, services and projects (collectively "Projects") which ESUCC supplies to the ESU for the 2024-25 school year. This Agreement is intended to serve as a framework for the provision of services under one or more of the ESU CC's Projects.
- b. Participation in Individual Projects. This Agreement outlines several Projects which ESUCC has undertaken for the statewide benefit of Nebraska educational service units and their member school districts. Other than the statewide core service initiatives designated herein as required by Rule 84 of the Nebraska Department of Education, the ESU may choose to participate in some, but not all of the Projects referenced by this Agreement. The ESU shall indicate its intention to participate in a particular Project by marking, where indicated, each Project in which it wishes to participate or make available to its member school districts. ESUCC is only obligated to provide services to the ESU for the Projects which the ESU has marked as provided herein.
- c. Term. The term of this Agreement shall be one (1) year, commencing on August 1, 2024 and ending on July 31, 2025.

- d. Provision of Services by ESUCC's Agents. The ESUCC may contract with third parties to provide some or all of the services described in this Agreement. The ESU hereby expressly agrees to the provision of those services by said third-party agents and agrees to cooperate with all agents of ESUCC in the implementation of such Projects including, but not limited to, invoicing, payment and administration necessary for the delivery of Project services in the name of ESUCC.
- e. Compliance with State Law. Each Party will comply with applicable laws in its performance hereunder and will advise the other of changes in laws that concern the conduct of the Projects and services contemplated by this Agreement. Each Party shall obtain and maintain all approvals required to perform its obligations under this Agreement.
- f. Right to Make Changes. ESUCC reserves the right in its sole discretion, to make changes to the operation of each of the individual Projects referred to herein, including, but not limited to, an increase in the fees charged for particular Projects, if the ESUCC determines that such fee increase is necessary for the continued operation of the particular Project, provided, however, that no such change shall have a material adverse impact on the ESU.
- g. New Projects. In the event ESUCC determines to offer a new Project during the term of this Agreement and the ESU wishes to participate in said new Project, the parties may describe the new Project in writing and incorporate that writing as a formal addendum to this Agreement.
- h. Amendments in Writing. Notwithstanding any provision of this Agreement to the contrary, any amendment to this Agreement must be in writing and signed by an authorized representative of each Party. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.
- i. Indemnification. To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
- j. Assignment. The ESU shall not assign any right or delegate any obligation arising hereunder without the prior written consent of ESUCC. This provision does not prevent the ESU from allowing its member school districts to participate in some or all of the Projects described herein.
- k. Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of and be enforceable by each Party hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

- i. Entire Agreement. This Agreement supersedes and replaces all prior agreements or understandings and constitutes the entire agreement between the Parties concerning the subject matter hereof; there are no other agreements, understandings, or representations, whether written or oral, between the ESU and ESUCC concerning the subject matter addressed herein.
- m. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Nebraska.
- n. Nondiscrimination. The parties shall not discriminate against any employee or applicant who is to be employed for performance of this MOU with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.
- o. Employment Eligibility Verification. The parties shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a party employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

2. Professional Development Project (ESUPDO Project)

- a. Purpose of Professional Development Projects. One of the core services provided to school districts is professional development of their staff. Pursuant to Rule 84 of the Nebraska Department of Education, all ESUs are required to participate in statewide core service initiatives as established by the ESU Coordinating Council as a condition of accreditation. The ESUPDO Project is one of the mandatory statewide core service initiatives undertaken by the ESUCC. Mandatory participation includes financial support of the project pursuant to the terms set forth in this section.
- b. Professional Development Planning Committee. The ESUCC shall appoint educators and other experts to a Professional Development Planning Committee. The initial committee shall consist of members who possess expertise in professional development and specific curriculum areas including members from NDE and statewide initiatives/projects at the discretion of the ESUCC and its Executive Director. The Professional Development Planning Committee shall provide the ESUCC's Executive Director with suggestions and input on technical and other matters related to professional development and specific special projects involving educators' professional development, within the State of Nebraska. The ESUCC Executive Director may also form ad hoc committees from time to time to address matters relevant to the various Professional Development Initiatives.

- c. Annual Professional Development Program. The ESUCC will develop an annual program of professional development offerings that will assist the ESU and its member districts in providing professional development to educators statewide. The ESUCC will assist the ESU in meeting its obligations pursuant to Rule 84 of the Nebraska Department of Education in collaborating to create opportunities for educational training and staff development for the staff of educational service units, the Nebraska Department of Education, and school districts statewide.
- d. ESUPDO Project. The ESUPDO serves as a collaborative effort to provide statewide training and alignment of efforts for ESU employees and key NDE Staff statewide. Professional development is among the core services identified by state statute for ESU's. ESUPDO consists of four affiliate groups comprised of ESU employees across the seventeen ESU's with representation from essential NDE Staff.

These groups are:

- i. Staff Development Affiliate (SDA): Members are responsible for providing staff development for their school districts and assisting the Nebraska Department of Education efforts on statewide and local assessment as well as school improvement for Nebraska's school districts.
- ii. Teaching and Learning with Technology (TLT): The purpose of the Teaching and Learning with Technology Affiliate (TLT) is to connect educators with resources, best practices, and emerging technologies to transform teaching and learning within the classroom. This support is provided through school improvement efforts, professional development, and coordinated statewide projects, services, and efforts.
- iii. Network Operations Committee (NOC): NOC supports the extensive communications network within and among the ESU's and school districts. NOC provides network security and protocols for their districts and ESU's and ensures the communications network for distance education, internet, email, and phones are functioning and secure.
- iv. ESU Special Populations Directors (ESPD): This group consists of Special Education Directors and staff from across the state. This group was included in the ESUPDO as the need for special education professional development for special education and classroom teachers emerged in the age of standards and assessment. ESPD is involved with the Nebraska Department of Education in providing leadership for special education training and support.
- v. ESUPDO Fees. Each ESU will participate in the ESUPDO Project and contribute \$2,550 to fund the activities of the Professional Development Annual Program.

- e. Professional Development Special Projects. The ESUCC may also facilitate special projects, organize and facilitate programs, or serve as a fiscal agent for activities to enhance professional development opportunities. These special projects may include but are not limited to special education grant programs, NDE career education grant programs, and other grant or collaborative efforts that enhance statewide professional development.
- f. Fees for Participation in Specific Professional Development Activities. Professional Development activities may include registration, material, and other fees. Such fees will be set at no more than \$25 per person per day. Material and other fees will actually be incurred costs beyond normal registration. Any fees billed through an agent of ESUCC must identify the specific core activity provided on behalf of the ESUCC and be appropriately allocated by such agent in accordance with agreed upon billing practices. ESUCC will provide to each ESU that participates in the Professional Development Project invoices that detail the expenditures for each event or meeting. Participation fees shall be billed bi-annually by ESUCC during the academic year.

The following is a cost summary for this project:

Section 2	PD Annual Program Fees	\$ 2,550
	(Each ESU will participate.)	
Section 3	PD Participation Fees	\$ 25 per person per day
	(Each ESU will participate.)	
MSA Fees for 2023-2024:	\$2,400/\$20	
PD Participation Fees		\$ 20 per person per day

- 3. Service Implementation Model Process and Log (SIMPL): This service is a data-driven process to systematically identify the needs of our districts and develop services to fill the gaps. The SIMPL online tool allows ESUs to comprehensively assess the available services for optimal implementation at the school district level.

The following is a cost summary for this project.

SIMPL fee	Up to \$ 1,500
(Each ESU will participate.)	
Fees for 2023-2024:	Up to \$1,500

4. Digital Learning Services and Projects:

Encompassing Distance Education, Blended Learning, Open Educational (OER), Instructional Materials, and Learning Management Systems (LMS)

- a. Purpose of Digital Learning Services and Projects. The ESUCC shall provide distance education services including brokering and facilitating the exchange of distance education courses, the administration of learning management systems, and the assessment of distance education needs and evaluation of distance education services as provided for in NEB. REV. STAT. § 79-1248 and other state statutes and regulations. Additionally, the ESUCC is charged with the administration of state-wide initiatives and provision of statewide services among other duties in NEB. REV. STAT. § 79-1246. The ESUCC also has managed statewide services in “core services” as that term is defined in statute, including instructional materials services. The purpose of these services is to assure cost-efficient and equitable delivery of digital learning opportunities in partnership with educational service units, school districts, and other potential partners. The ESUCC Digital Learning Services and Projects promote statewide collaboration to provide students and school districts with access to a mix of different learning environments that best supports the combination of traditional face-to-face classroom methods with more technology-mediated activities.
- b. Nebraska Department of Education Rule 84. Pursuant to Rule 84, all ESUs are required to participate in statewide core service initiatives as established by the ESUCC as a condition of accreditation. Components of the Digital Learning Services and Projects are mandatory statewide services administered by the ESUCC and require financial support from all ESUs.
- c. Distance Education Brokering. The ESUCC will provide the Nebraska Virtual Instruction Source (NVIS) course clearinghouse for use in finding and exchanging distance education courses between participating ESUs and school districts. Funding for this service is provided by allocated State appropriation. If additional fees for distance education brokering become necessary, they will be approved by the ESUCC board through the approval process.
- d. Digital Learning Ad Hoc Committees: Ad hoc committees may form to address matters relevant to the Digital Learning Services and Projects. These committees will provide the ESUCC’s Executive Director and Digital Learning Coordinator with suggestions and input on technical and other matters related to distance education, digital learning, instructional materials, or learning management systems, within the State of Nebraska.
- e. Open Educational Resources (OER): The Nebraska OER hub is available to all ESUs and their district schools and offers statewide access to local and national open educational resources. The OER hub is a customized branded landing page on OER Commons, a product of ISKME. Within the Nebraska OER hub, collaborative statewide efforts with and between the Nebraska Department of

Education, the ESUCC, school districts and educators are possible and provide the support to curate and create quality open educational resources that are aligned to Nebraska curriculum. The cost for the platform and services is funded by the Digital Learning administration fee.

- f. Learning Object Repositories (LOR): ESUCC will coordinate **access** to digital libraries that enable educators from within participating ESUs to use educational resources that are aligned to academic standards. These digital libraries may include both free and subscription based services.
- g. Conditions of Participation.
 - i. Intellectual Property. The ESU and each of its participating school districts agree to comply with all relevant laws governing copyright and other intellectual property. The ESU agrees to hold ESUCC harmless for any violation of this provision by the ESU or its agents.
 - ii. No Assignment. No Party shall assign any of its rights or obligations under this Project without the prior written consent of the ESUCC's Executive Director or the ESUCC board.
- h. Fees. Each ESU will be invoiced a \$5,700 fee to support the administration of statewide Digital Learning Services and Projects. Mandatory participation includes financial support of the services pursuant to the terms set forth in this section. Additional fees may be determined and assessed by the ESUCC board to provide these necessary services.

The following is a cost summary for the project:

Digital Learning Administration	\$ 5,700
(Each ESU will participate.)	

MSA Fees for 2023-2024: \$ 5,700

- i. Optional Digital Learning Services and Projects. The Digital Learning Services and Projects are structured to allow ESUs to participate at the mandatory level or at an expanded level. The expanded optional services and projects supplement the statewide efforts in blended learning, open educational resources, instructional materials, and other digital learning products as recommended by appropriate affiliates. On an annual basis, ESUs may choose to participate in all or none of the expanded optional projects or services. Some of the services are made available to school districts directly when an ESU does not participate in the expanded optional services. Due to the nature of some projects, ESUs may not elect to withdraw or amend their participation mid-contract year after this Agreement has been approved.
 - i. OverDrive Professional Development Library. The ESUCC OverDrive Professional Library is a customized digital collection of ebooks and audiobooks for use by ESU staff across the state. Participating ESUs

contributed \$1,000 each for the initial start up to build the collection. ESUs that elected not to participate in the initial set-up can opt in at any time for a fee of \$1,000 plus any additional fees that have incurred since start up. Annual fees will be up to \$600 per ESU based upon the assessed need for additional books on current professional development topics as recommended by the affiliates. If an ESU chooses not to continue participation, access to the library will be terminated.

The following is a cost summary of the project:

OverDrive Professional Library **Up to \$ 600**

MSA Fees for 2023-2024: \$ Up to \$ 600

(On the Summary Page, please check the box if the ESU will participate in the service.)

- ii. Digital Learning: Special Projects. The goal of this project is to enhance education for all learners in Nebraska schools and ESUs. These projects may support the curation and creation of educational artifacts, the review and alignment of resources to the Nebraska State Standards and other indicators utilized by Nebraska schools, BlendEd projects, the promotion of existing instructional materials and digital learning resources, state endorsed LOR platforms, or any additional training. The TLT affiliate will submit project proposals to the ESUCC board for approval based upon identified assessed needs. It is recommended to budget up to \$7,500 per ESU for Special Projects. Any fees for Special Projects will be invoiced only when an actual cost is incurred.

The following is a cost summary of the project:

Digital Learning Special Projects **Up to \$ 7,500**

MSA Fees for 2023-2024: Up to \$ 7,500

5. Cooperative Purchasing Project

- a. Purpose of Cooperative Purchasing. The Cooperative Purchasing Project aggregates demand for certain items commonly purchased by school districts to get lower prices and more favorable terms from selected suppliers.
- b. Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:
 - i. Combine statewide data relevant to cooperative purchasing in order to promote a valid basis upon which to solicit bids.
 - ii. Coordinate activities which are commensurate with updating and perpetuating proper specifications inherent within the bidding process.
 - iii. Prepare official bid documents and invite suppliers to bid in connection with supplies to be purchased by ESUCC and members.
 - iv. Prepare and cause to be published the official legal notices of the bid opening in connection with supplies to be purchased by ESUCC as required by applicable law or policy.
 - v. Conduct the public bid opening and resulting bid reviews in accordance with applicable Nebraska statutory “public lettings” provisions, if any, or ESUCC policy and practice, and be responsible for selecting bids based upon such provisions.
 - vi. Compile price lists and order sheets for each participating educational service unit and make such order lists and price sheets available through the Nebraska ESU Cooperative Purchasing Web Site or Marketplace.
 - vii. Provide technical support for ESUs and school districts in placing orders with suppliers through the Marketplace. Merchandise will be shipped as specified in bid terms and conditions
 - viii. Through the website, provide participating ESUs and school districts the capabilities to track items ordered, confirm receipt, check invoices and detect and report shortages.
 - ix. Retrieve order documents from the website and prepare aggregate orders to be sent to respective suppliers so that merchandise is shipped to each participating school/educational service unit.
 - x. Assist any participating school/educational service unit with problems related to the processing and delivery of orders from the suppliers.
 - xi. Participate in an annual audit of cooperative purchasing accounts and records conducted by a Certified Public Accountant.

(On the Summary Page, please check the box if the ESU will participate in the service.)

6. Student Services

a. Special Education Project

- i. Student Records System (SRS Project): SRS is an online special education record system designed to create all special education documents, required by Rule 51 and Rule 52, including IEP, MDT, IFSP and all required notices. The SRS is a highly secured system that organizes and stores documents and provides easy access to files via the internet. SRS training is provided across the state for district staff and college and university staff.
- ii. Project PARA: Project PARA is a web-based method for school districts to provide introductory training for their paraeducators. The Project assists schools in meeting the paraeducator training requirements. Project PARA is a collaborative effort between the University of Nebraska, the Nebraska Department of Education and Nebraska educational service units.
- iii. Fees. Each Participating ESU will pay a fee of \$6,000 to fund the Special Education Project.
- iv. Additional SRS Fee. School Districts that are members of one of the participating Parties to the SPED SRS Project must pay an additional fee to receive access to SRS. Fees will be assessed in accordance with the following table.

<u>2024-2025</u>	<u>2025-2026</u>	<u>Tier</u>
\$192	\$202	<100
\$499	\$524	100-249
\$993	\$1043	250-499
\$2,982	\$3131	500-999
\$3,938	\$4135	1000-1999
\$4,922	\$5168	2000-3999
\$9,374	\$9643	4000-17999

The ESUCC will bill the ESU for the fees allocated to each of the ESU's participating member school districts.

The following is a cost summary of the project:

Special Education Project	\$6000.00
Additional SRS Fees (Tier)	\$see chart above

MSA Fees for 2023-2024: \$ 6,000

(On the Summary Page, please check the box if the ESU will participate in the service.)

b. 504 Plan

Section 504 of the Rehabilitation Act of 1973 is a federal law that prohibits discrimination against those that have a physical or mental impairment that substantially limits one or more major life activities. Section 504 is a function of regular education.

The ESUCC will bill the ESU for the fees allocated to each of the ESU's participating member school districts.

The following is a cost summary of the project:

504 Plan (No cost to current SRS Users)	\$ 0.00
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(On the Summary Page, please check the box if the ESU will participate in the service.)

7. Legislative and Governmental Relations Project

Purpose Legislative and Governmental Relations Project. The Legislative and Governmental Relations Project will assist member ESUs in strategically planning legislative initiatives that support the mission of the ESUCC and its member service units, tracking legislation that affects service units and state-wide educational efforts in the state, and influencing state lawmakers to support the vital work of the ESUCC, service units and public schools in the state of Nebraska.

Duties of ESUCC. In connection with the Cooperative Purchasing Program, the ESUCC shall:

- a. Solicit input and direction on legislative and governmental relations issues from its members through the ESUCC legislative committee and in other forums;
- b. Direct employees of ESUCC to draft, support or oppose state legislation related to matters affecting education in the state of Nebraska;
- c. Contract with experts in the field of governmental relations to assist the ESUCC in legislative and governmental matters

Fees. Each Participating ESU will pay a fee of \$3306 to be determined by the ESUCC board upon approval of relevant expert contracts to fund the Legislative and Governmental Relations Project. In no event will the fee for participation exceed ESUCC's actual costs.

The following is a cost summary for this project.

Govt. Relations **\$ 3306.00**

Govt. Relations (2023 -23) **\$ 3000.00**

(On the Summary Page, please check the box if the ESU will participate in the service.)

8. SPARQ Negotiations

In October 2023, fifteen ESUs entered into a contract with SPARQ Negotiations (**NOT** ESU 18 & ESU 19). SPARQ Negotiations is a web-based online data collection system used to compare settlement information, provide prevalency reports, view negotiated agreements and perform placement calculations ("Hosted Services")

SPARQ Negotiations (April 1, 2025- March 31, 2026) \$ 1000.00

Provided the amount invoiced is \$15,000, otherwise split the amount between the 15 active ESUs utilizing this service.

Fees for SPARQ Negotiations (April 1, 2024- March 31, 2025) \$ 1000.00

Summary of MSA Fees 2024-2025

Please check and initial the relevant boxes below indicating the services in which the Service Unit wishes to participate. (Please note all projects within the MSA are provided with either (1) a specific charge, (2) no charge for the project, or (3) a required participation fee for all ESUs.)

	<u>2023-2024</u>	<u>2024-2025</u>
ESUPDO with the following costs for PD services. (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)		
Section 2 PD Annual Program Fees	\$ 2,400	\$ 2,550
Section 3 PD Participation Fees\$ 25 per person/per day		

SIMPL (Each ESU will participate.)

SIMPL	Up to \$ 1,500	Up to \$ 1,500
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Digital Learning Services/Administration: Encompassing Distance Education, Blended, OER and other digital learning administrative functions. (Statewide Core Service Initiative pursuant to Rule 84; Each ESU will participate.)

Digital Learning Administration	\$ 5,700	\$ 5,700
<input checked="" type="checkbox"/> <u>LP</u> Digital Learning Projects/ESUCC Professional Library	\$ 600	\$ 600

Digital Learning/Special Projects

Learning Objects/Special Projects were combined Budgeted amount - Projects subject to approval vote	\$ 7,500	\$ 7,500
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Coop Purchasing

	\$ 0.00	\$ 0.00
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Student Services

<input checked="" type="checkbox"/> <u>LP</u> SRS Special Education Project	\$ 6000	\$6,000
<input checked="" type="checkbox"/> <u>LP</u> SRSAdditional SRS Fees (Tier)	(see table on pg. 10)	
<input type="checkbox"/> <u>LP</u> 504 Plan	\$ 0	\$ 0.00
<input checked="" type="checkbox"/> <u>LP</u> SRSAdditional 504 Plan Fees (Tier)	(see table on pg. 11)	

Legislative and Governmental Relations

Govt. Relations	\$ 3,000	\$ 3,306
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SPARQ Negotiations (NO ESU 18/19)

SPARQ Negotiations	*\$ 1,000	\$ 1,000
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Provided the amount invoiced is \$15,000, otherwise split the amount between the 15 active ESUs utilizing this service.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

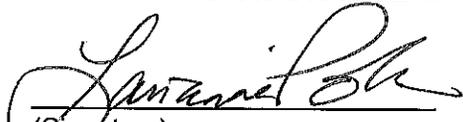
FOR EDUCATIONAL SERVICE UNIT # 7:

- I certify that I have checked the relevant boxes above indicating the Projects in which the Service Unit wishes to participate.

OR

- I certify that the Service Unit Wishes to Participate in ALL of the above projects.

FOR THE EDUCATIONAL SERVICE UNIT:


(Signature)

May 20, 2024
(Date)

Larianne Palk, Chief Administrator
(Printed name) (Title)

FOR THE EDUCATIONAL SERVICE COORDINATING COUNCIL:

(Signature)

(Date)

Kraig J Lofquist
ESUCC Executive Director



PROFESSIONAL EMPLOYMENT CONTRACT FOR A DEFINITE TERM
(EXEMPT)

Employee ID: 009270

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

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

- 1. Term of Employment.** This contract shall commence on the 1 day of **June, 2024**. This contract shall terminate on the 31 day of **May, 2025**, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of **215** 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: **Early Learning Connection Coordinator**. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.
- 3. Employment Status.** The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in Neb. Rev. Stat. § 79-1234.
- 4. Days and Hours of Employment.** The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.
- 5. Compensation.** The Employee shall be paid an annual salary of **\$83,445.47** subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of **\$6,953.79** in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 20th day of **June** 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:
 - 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;
 - Any arrest for any reason;
 - Any criminal conviction;
 - Any sentence of incarceration;
 - 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;
 - Any complaint or other administrative filing against the Employee that could impact any certificate or professional license held by the employee;
 - 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.

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

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

Workflow

Attached
Workflow

Contracts

Current Status

Approved

Workflow Steps

✓ Completed

1

Signed by Angel Mayberry on 04/24/2024 at 11:54 AM
Signature: Ange Mayberry

✓ Completed

2

Approved by Larianne Polk on 04/24/2024 at 12:10 PM

Angel Mayberry

Completed: 4/24/2024 12:10:47 PM



Non-Member Contract for Services

Non-Member School Name	Person Responsible	School Year
		2024-2025
Address (Street, City, State, Zip)		Phone Number

Please place a checkmark next to the services you wish to access. See the corresponding column for fee information.

- 1. Non-member schools will be billed upon using the service.**
- 2. If non-member schools choose to NOT use the service selected, they will NOT be billed.**
- 3. If you choose to use a service you did not select, a new contract must be submitted and approved.**

Service Description	Fee Information
<input type="checkbox"/> Technology Consortium	\$4200 per year
<input type="checkbox"/> eRate	\$100 per hour
<input type="checkbox"/> Print Shop Services	<i>All print shop costs will be billed at the non-member rate. All bills will be sent to an approved or accredited school.</i>
<input type="checkbox"/> Technology Support	Labor per hour \$82.50 Parts billed at same rate as member schools
<input type="checkbox"/> LanMan Partnership	\$605 per day (additional contract)
<input type="checkbox"/> Santa Visits	\$55 per session
<input type="checkbox"/> Meetings/Trainings offered and attended by member schools on ESU 7 campus	No cost if offered to member schools at no charge, unless otherwise specified. Registration fee when member schools also have a fee.
<input type="checkbox"/> Training at ESU 7 paid for by public grant funds	Registration fee specific to event
<input type="checkbox"/> Principal Cluster	No cost if offered to member schools at no charge
<input type="checkbox"/> Superintendent Meeting	No cost if offered to member schools at no charge
<input type="checkbox"/> Technology recycling drop off	No cost if offered to member schools at no charge
<input type="checkbox"/> Technology infrastructure planning	No cost if offered to member schools at no charge
<input type="checkbox"/> Online Resources	No cost if offered to member schools at no charge

Non-Member Signature/Date	ESU 7 Administrator/Date	ESU 7 Office Use
		<i>Date Signed Copy Rec'd</i>
Non-member	<i>Any school district outside ESU 7 area, any non-public school, any other ESU in NE</i>	

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

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

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

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

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

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

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

Legal Reference:	§79-1204, §79-1222, 79-1224, 79-1225 and 79-1242 NDE Rule 84, sections 3.05B
Date of Adoption:	August 20, 2018
Date(s) of Review:	May 17, 2021 June 21, 2021 May 16, 2022 May 15, 2023 May 20, 2024



Employee Handbook

2024-2025

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Welcome to ESU 7

The purpose of this handbook is to help you in understanding your responsibility and benefits as an employee of ESU 7. Your assurance in understanding the contents of this handbook is not only a condition of initial employment, but also an annual expectation for you as an employee. Please contact your supervisor with any questions.

The information located in this Employee Handbook, although not Board Policy in itself, does refer to policies in some situations. ESU 7 Board Policies are periodically approved by the ESU 7 Board. You will find the official policies located in the ESU 7 Chief Administrator's office. A digital copy is available on the ESU 7 website. The administration will be responsible for interpreting the rules contained in the handbook. Should a circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon all applicable ESU 7 policies, and state and federal statutes and regulations.

Our ESU 7 leads, supports, customizes, and innovates with and for 19 school districts in seven counties, 13,003 students, 1,390 teachers, 65 principals, and 19 superintendents. We offer many services to our ESU 7 community and encourage you all to learn more about them.

We walk behind our schools to keep them moving, beside them to help them stay focused and on track, and far enough in front of them to not only see where they are going, but to anticipate their needs.

Welcome to #7WeAreFamily

I. General Information

A. General

1. Non-Discrimination Expectation

[See Article V, Section 1, A Policy of Non-Discrimination Policy](#)

- a) As an equal opportunity employer, Educational Service Unit 7 will not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, gender identity or sexual orientation, or other protected status in the hiring, dismissal, or retention of ESU 7 employees provided that in the case of handicapping condition, the condition itself is not a limiting factor in the performance of the designed essential duties for the position involved.
- b) Complaints or concerns involving discrimination for students, employees, and others should be addressed to Marci Ostmeyer, Professional Development Director/Title IX Coordinator, 2657 44th Avenue, Columbus, NE 68601 (402) 564-5753 (mostmeyer@esu7.org). [Title IX Policy of Non-Discrimination.](#)

2. Two Year Calendar

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

3. Vision

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

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

4. Mission

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

5. Beliefs

We believe in...

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

6. Board of Education Members

Richard Stephens, District 1
Gary Wieseler, District 2
Jennifer Miller, District 3
Richard Luebbe, District 4
Jack Young, District 5

Bob Arp, District 6

Karen Gomez, District 7

Doug Pauley, District 8

Joyce Baumert, District 9

Marni Danhauer, District 10

Don Graff, District 11

Dawn Lindsley, District 12

7. Lines of Responsibility

- a) Chain of Command - *Any employee with a conflict is encouraged to first talk with the person(s) with whom he/she is in conflict. If, after this conversation, the situation is not resolved, and there is a need for a third party, follow the chain of command outlined below.*

(1) General Chain of Command

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

(2) On Matters Involving Professional Development

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

(3) On Matters Involving Special Education (non-Cen7ter/Learning Academy)

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

(4) On Matters Involving Cen7ter

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

(5) On Matters Involving Learning Academy

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

(6) On Matters Involving Technology

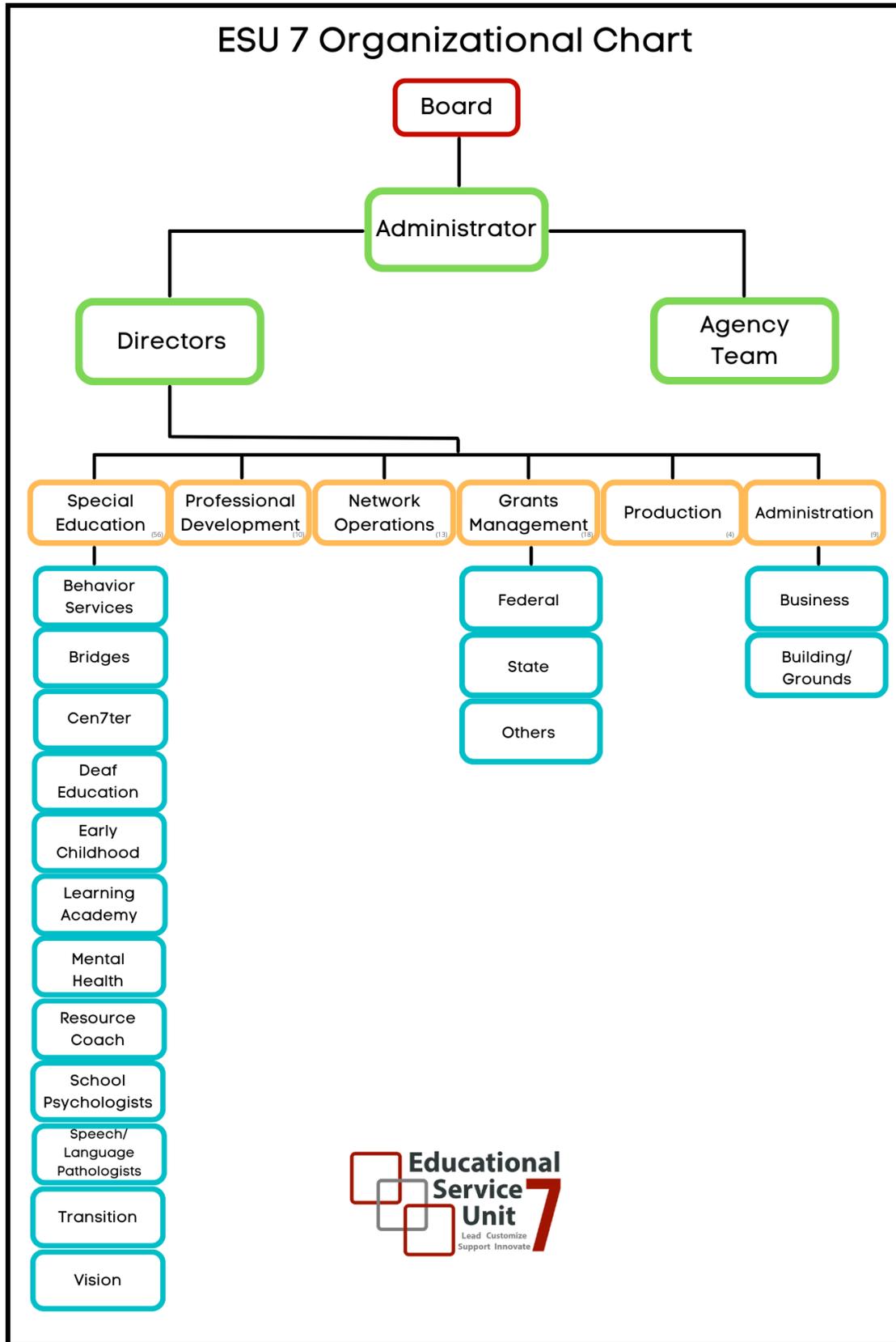
- (a) Network Operations Director
- (b) Administrator
- (c) Board of Education

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

- (a) Custodian
- (b) Administrator

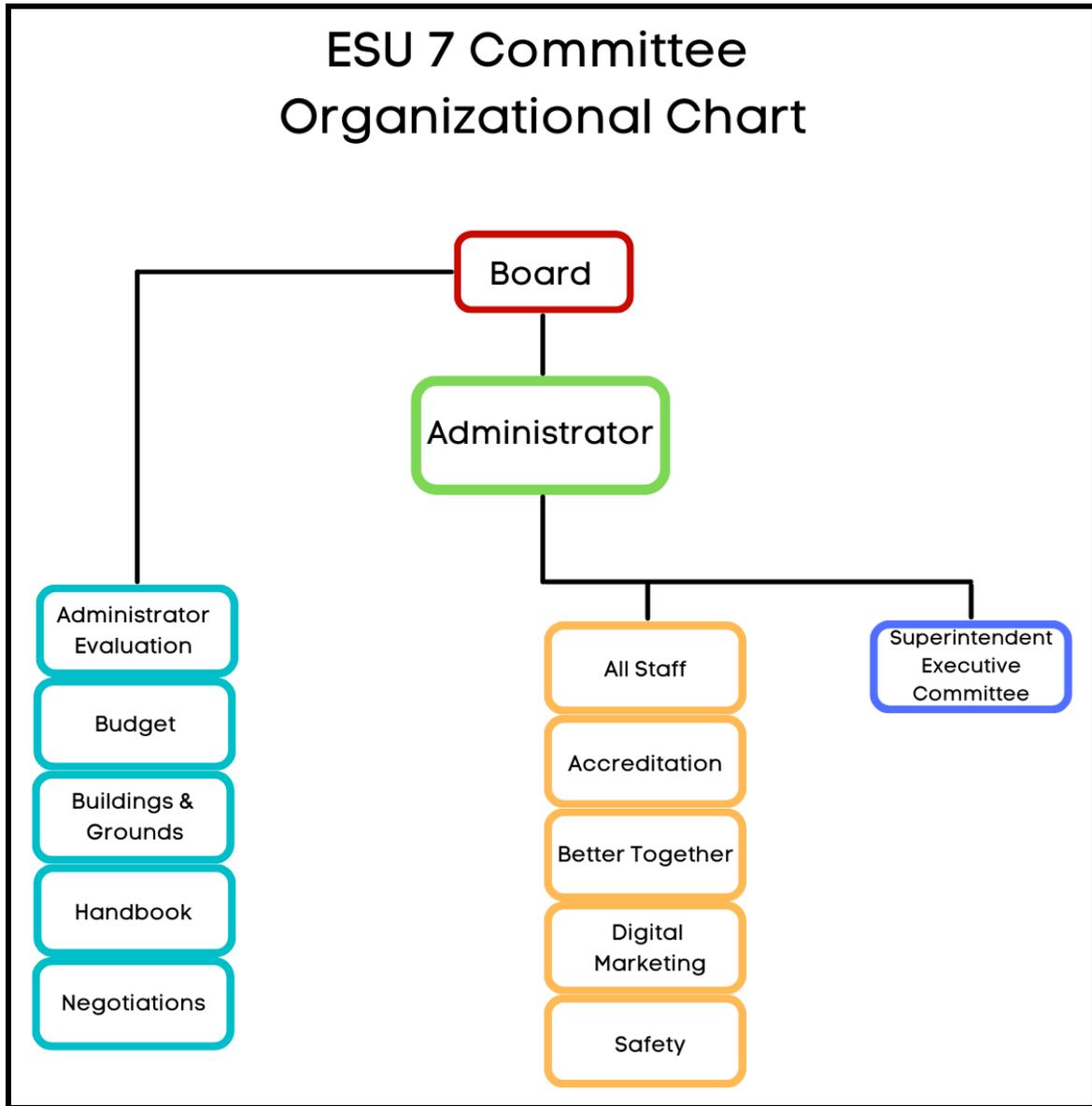
- (c) Board of Education
- (8) On Matters Involving Leadership
 - (a) Coordinator
 - (b) Director
 - (c) Administrator
 - (d) Board of Education
- (9) On Matters Involving Production
 - (a) Production Coordinator
 - (b) Administrator
 - (c) Board of Education

b) Organizational Chart



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

c) Committee Chart



B. Orientation/Onboarding

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

C. Mentoring*

1. Each newly hired permanent employee will be assigned a mentor.
2. The topics for Mentoring will be calibrated to the employees needs and suggestions.
3. Meeting times will be mutually agreed upon between mentee and mentor.

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D. Work Day

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

1. Business Hours
 - a) ESU 7 business hours are set by the Administrator.
 - b) Offices open at 7:30 and close at 4:30
 - c) Some departments hours differ and are set by the Administrator
2. Time Cards
 - a) Employees whose job requires hourly tracking will use the electronic system for clocking in/out
 - b) Electronic time cards are approved by designated department supervisors
3. Work Week
 - a) The work week for overtime purposes shall be 12:00 AM Monday until 11:59 PM Sunday.
 - b) The Administrator may establish a different 7-day period workweek from time to time for specified employees or employee groups.
4. Overtime
 - a) Overtime will be paid to non-exempt employees as required by law; that is, when a non-exempt employee works more than 40 hours in a work week.
 - b) Compensatory pay in-lieu of overtime pay may be implemented in accordance with law.
 - c) A non-exempt employee shall not work overtime without the express approval of the employee's supervisor.
5. Remote Work

See [Remote Work Guidance and Expectations](#)

 - a) Remote work locations are not guaranteed and may be utilized for a temporary time.
 - b) Department Directors and Supervisors have the final decision if an employee may work remotely.
 - c) ESU 7 staff members working remotely are, in general, held to the same expectations as when working in non-remote locations.

E. Payment of Salary

See [Article IV, Section 10 Professional Employees Policies](#)

See [Article IV, Section 11 Classified Employees Policies](#)

1. Professional/Certificated/Classified Exempt Employees/Classified (245 days)
 - a) Annual salary shall be paid in twelve equal payments in accordance with ESU 7's payment practices.
 - b) Each salary installment is payable on the 20th day of each month unless the 20th falls on a Saturday or Sunday, payment will be made the Friday before the 20th.

2. Classified Employees on contracts less than 245 days
 - a) The Party shall be paid their hourly rate for actual time worked.
 - b) Compensation will be paid a month in arrears on the 20th day of the month unless the 20th falls on a Saturday or Sunday, payment will be made the Friday before the 20th.

F. Early Closings

1. ESU 7 will close two hours early on the last day of work preceding Thanksgiving, Christmas and July 4.
2. Weather Days
 - a) ESU 7 offices will close on snow days at the discretion of the Administrator or designee. [Link to Snow Days If-Then.](#)
 - b) Employees will be notified via the established emergency notification system, Facebook, 1011 News, or AlphaMedia for an announcement.
 - c) If ESU 7 is open during inclement weather, employees, if unable to be at work, may take with supervisor approval, a vacation day, a personal day, a pay deduction, or make up the day. Please refer to Show Days IF-Then*.

G. Break Times

1. During ESU 7 regular operating calendar, the non-certificated/classified employees are provided a paid 15 minute AM and PM break per four hours of work, plus a one hour unpaid lunch.
2. As a general rule, breaks should be taken away from your workstation or other workstations to ensure work is being completed while on work time.
3. Accrual, banking, or accumulating unused break or lunchtime is not allowed.
4. Unused breaks/lunch time may not be taken by an employee to change employee's scheduled work start or stop times or used to lengthen the meal period.
5. Limit personal phone calls to break times and lunch hours as much as possible.

II. Employment Benefits

A. Health Insurance

See [Article IV, Section 1, D Employee Benefits Policy](#)

1. Classified/Professional 12 Month Employees - 245 Days
Full \$1,050/\$3,800 HSA Deductible Blue Cross/Blue Shield Single Policy \$10,179.72/or \$848.31/mo. (prorated to your FTE). The difference in premiums will go towards the employee's share of premium or to their HSA.
2. Professional 12 Month Employees - 225 Days
Full \$1,050/\$3,800 HSA Deductible Blue Cross/Blue Shield Single Policy \$10,179.72/or \$848.31/mo. (prorated to your FTE). The difference in premiums will go towards the employee's portion of premium or to their HSA.
3. Master Agreement 9 Month Employees - 185 Days

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

Full \$1,050/\$3,800 HSA Deductible Blue Cross/Blue Shield Single Policy \$10,179.72/or \$848.31/mo. (prorated to your FTE). The difference in premiums will go towards the employee's portion of premium or to their HSA. \$11,299.39 or \$941.61/mo. available if Emp/Child, Emp/Spouse or Family coverage is needed.

B. Life Insurance - All Employees

Life \$25,000.00 (must be at least .40 FTE)

C. Long Term Disability - All Employees

See [Article IV, Section 1, D Employee Benefits Policy](#)

1. Board Pays premium
2. Must be at least .50 FTE

D. Retirement - All Employees

1. 9.78%
2. Board matches 101%

E. Section 125 Cafeteria Plan - All Employees

See [Article IV, Section 1, D Employee Benefits Policy](#)

1. Medical Expenses, Insurance
2. Dependent Care

F. Optional Benefits - All Employees at Employee Expense

1. Transamerica Insurance
2. Vision Insurance
3. Additional \$150,000 Life Insurance (available for spouse/ dependents)
4. Payroll deductions for 403b plans
5. Payroll deductions for HSA plans
6. Student loan forgiveness

III. Attendance and Leaves

A. Personal Leave

See [Article IV, Section 9, G Personal Leave Policy](#)

1. Classified/Professional 12 Month Employees - 245 Days
 - a) 3 Days Personal
 - b) Prorated if working less than 245 days.
2. Professional 12 Month Employees - 200-225 Days
 - a) 3 Days Personal
 - b) Prorated if working less than a twelve month contract.
3. Master Agreement 9 Month Employees - 185 Days

a) 3 Days Personal

b) Prorated if working less than 1.0 FTE.

B. Sick Leave

See [Article IV, Section 9, E Sick Leave Policy](#)

1. Classified/Professional 12 Month Employees - 245 Days
 - a) 12 Days Sick Leave (1 day per month worked).
 - b) Prorated if working less than 245 days.
2. Professional 12 Month Employees - 200-225 Days
 - a) 12 Days Sick Leave (1 day per month worked).
 - b) Prorated if working less than a twelve month contract.
3. Master Agreement 9 Month Employees - 185 Days
 - a) 15 Days Sick Leave.
 - b) Prorated if working less than 1.0 FTE.

C. Vacation Time

See [Article IV, Section 9, J Vacation Leave Policy](#)

1. Classified/Professional 12 Month Employees - 245 Days
 - a) 10 Days Vacation (15 days on 6th year of employment)
 - b) No vacation if working less than 245 days
2. Professional 12 Month Employees - 200-225 Days
No vacation
3. Master Agreement 9 Month Employees - 185 Days
No Vacation

D. Bereavement

See [Article IV, Section 9, F Bereavement Leave Policy](#)

1. Classified/Professional 12 Month Employees - 245 Days
 - a) 3 Days Family Bereavement
 - b) 1 Day Non-Immediate Family Bereavement
2. Professional 12 Month Employees - 200-225 Days
 - a) 3 Days Family Bereavement
 - b) 1 Day Non-Immediate Family Bereavement
3. [Master Negotiated Agreement](#) 9 Month Employees - 185 Days
 - a) 3 Days Family Bereavement
 - b) 2 Days Personal Friend or Other Relative Bereavement
 - c) Employees may request 2 additional bereavement days without loss of pay from the SPED Director or designee for the funeral of a personal friend or relative not included in the immediate family. Leave granted will be charged against sick leave.

E. Short Term Leave

See [Article IV, Section 9, O Jury Duty Leave Policy](#)

See [Article IV, Section 9, P Subpoena to Testify Leave Policy](#)

See [Article IV, Section 9, M Military and Family Military Leave Policy](#)

1. Jury Duty

- a) Employees who are called for jury duty will be granted a short-term leave with full pay for time needed.
- b) Employees who receive notification of jury duty are to report this to their immediate supervisor.
- c) Any compensation for jury duty, excluding expenses, shall be forwarded to the ESU business office.

2. Subpoena to Testify

- a) Employees who are subpoenaed for witness duty will be granted a leave with full pay for time needed.
- b) Employees who receive a subpoena for witness duty are to report this to their immediate supervisor.

3. National Guard or Reserve Duty

Employees who are called to such duty are to notify their immediate supervisor.

F. Maternity Leave

See [Article IV, Section 9, H Maternity Leave Policy](#)

Leave for maternity reasons can be applied for under the guidelines set up for sick leave.

IV. Professional

A. Job Description*

See [Article IV, Section 2, A Staff Handbooks and Job Descriptions Policy](#)

1. Job descriptions are required for each position.
2. A new description or alterations in an existing position must be reviewed by the Department Supervisor and approved by the Administrator.

B. Classified Employee Contract

See [Article IV, Section 11, A Classified and Non Certificated Employees Defined Policy](#)

1. Definition

- a) Classified employees are any employee or assignment which is not within the definition of professional employee.
- b) Non-certificated employee, is a classified employee and means any employee who is not a teacher, nurse, or otherwise in a position or assignment which requires a certificate issued by the Commissioner of Education.

2. The applicant selected for and accepting a position must complete contract and payroll information with the administrator or designee prior to starting work. Any changes in the contract must be signed by the Administrator or designee and employee. New contracts will be given to classified employees within 60 days of the new contract year to be returned to the administrator or designee on a

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specified date to sign and return. Failure to return the contract by the designated date may indicate refusal of the offered contract.

C. Professional Contract

See [Article IV, Section 10, A Professional Employees Defined Policy](#)

1. Definition

Professional employees are those in a position or assignment which may or may not require a special service certificate issued by the Commissioner of Education. Professional employees shall not be extended continuing contract rights. Professional employees are by nature at will.

2. The applicant selected for and accepting a position must complete contract and payroll information with the Administrator or designee prior to starting work. Any changes in the contract must be signed by the Administrator or designee and employee. New contracts will be given to professional employees within 60 days of the new contract year to be signed and returned to the Administrator or designee on or before a specified date to sign and return. Failure to return the contract by the designated date may indicate refusal of the offered contract.

D. Certificated Contract

See [Article IV, Section 10, A Professional Employees Defined Policy](#)

1. Definition

Certificated employees means any teacher or other employee in a position or assignment which requires a certificate issued by the Commissioner of Education. Certificated employees as defined shall be extended continuing contract rights.

2. The applicant selected for and accepting a position must complete contract and payroll information with the Administrator or designee prior to starting work. Any changes in the contract must be signed by the Administrator/designee and employee. Certificated employee contracts in good standing, those covered by the ESU Special Education Negotiated Agreement, automatically roll over to the following year after 11:59 PM, April 15.

E. Grant Employee Contract

1. Definition

Grant employees are those in a position or assignment which may or may not require a special service certificate issued by the Commissioner of Education. Grant employees shall not be extended continuing contract rights. Professional employees are by nature at will.

2. The applicant selected for and accepting a position must complete contract and payroll information with the Administrator or designee prior to starting work. Any changes in the contract must be signed by the Administrator/designee and employee. New contracts will be given to grant employees within 60 days of the new contract year to be returned to the Administrator or designee on a specified date to sign and return. Failure to return the contract by the designated date may indicate refusal of the offered contract. Grant Employee Contracts are contingent upon grant funding.

F. Employee File

See [Article IV, Section 7, A Employee Files Policy](#)

1. The personnel file for each employee will be kept and maintained by the Administrator or designee. Said file is available either in print or electronically.
2. The administration shall protect the confidentiality of personal information in records regarding personnel beyond salaries and routine directory information.
3. Employee files may contain job application materials, contracts, evaluations, and other supporting documents.
4. Information regarding an employee's medical condition or history is maintained in a separate medical file in the same office and treated as confidential.
5. Employees may request to view the contents of their paper folder with Administrator or designee present, but may not take the contents out of the folder and off the ESU 7 campus. Employees have access to their electronic file using a login/password system without edit access.
6. Employees may make a copy of the paper contents with the Administrator or designee present.

G. Professional Presence

1. ESU 7 personnel are expected to dress in a professional manner and in good taste as well as maintaining good hygiene.
2. Useful expectation is to dress one level above the audience.

H. Professional Boundaries Between Employees and Students

See [Article IV, Section 5, E Professional Boundaries Between Employees and Students Policy](#)

1. All employees are expected to observe and maintain professional boundaries between students and themselves.
2. The non-exclusive list of actions in Article IV, Section 5, E will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student.
3. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action up to or including termination.
4. A violation of the Professional Boundaries Between Employees and Students Policy will result in referral to the Department of Health and Human Services, law enforcement, or both.

I. Face Masks

All staff will be required to, at a minimum, follow the mask guidelines defined in ESU 7 Return to Services/School Plan.

J. Copyrighted Materials

See [Article IV, Section 5, H Copyright Policy](#)

1. ESU 7 encourages its employees to be creative, innovative and to engage in continuous learning and advancement. These aims are intended to contribute

towards each employee's professional development, enhance ESU 7's reputation and image among its constituents, and improve student learning.

2. The ESU Board owns all covered work and any other intellectual property interest created by ESU employees in their capacity as an ESU employee or created with any ESU-sponsored resources. Employees shall have no claim to any ownership rights in such works and shall take whatever steps necessary to comply with this policy.

K. Mother's Room

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

L. Drug-Free Workplace/Campus

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

See [Article IV, Section 5, A Drug-Free Workplace/Campus Policy](#)

1. The ESU 7 workplace includes all ESU property, ESU-utilized vehicles, any place in which ESU employees perform duties, and any place in which ESU activities are held. This includes all ESU 7 buildings, parking lot, and contiguous grass/rock areas.
2. ESU 7 is a non-smoking campus. Non-smoking includes the ban of electronic cigarettes, cigars, cigarettes, vapor products, and any alternative nicotine products or the use of tobacco in any form.

M. Student Confidentiality

See [Article III, Section 9, B Student Records Policy](#)

See [Article V, Section 5, A Child Abuse and Neglect Policy](#)

Employees are to maintain confidentiality of information concerning employees, students, and parents within all districts served.

N. ESU 7 Email

See [Article III, Section 7, G Internet Safety Policy](#)

See [Article IV, Section 5, D Civility Policy](#)

ESU 7 email account shall be used for all ESU 7 business and correspondence.

O. Evaluation*

See [Article IV, Section 10, G Evaluations Policy](#)

1. Every permanent certificated, professional, and director is evaluated following the established timelines.
 - a) New employees are evaluated two times a year for the first three years.
 - b) Formal evaluations after year three occur every two years
2. Classified/Non-Certificated Employees
Formal evaluations are generally completed one time a year

P. Exit Conference

All employees **voluntarily** leaving Educational Service Unit 7 are offered an exit conference with the Administrator or designee.

V. Technology

See [Article III, Section 7, G Internet Safety Policy](#)

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

VI. General Procedures

A. Grievance Procedures

See [Article III, Section 10, B Complaints or Concerns of Employees Policy](#)

ESU 7 has a procedure for filing a grievance, either Section 504 related or employment related.

B. Sexual Harassment

See [Article III, Section 10, B Complaints or Concerns of Employees Policy](#)

1. Sexual harassment is prohibited on any work premises where ESU 7 has total control of the premises or can otherwise lawfully exert its jurisdiction.
2. Reports of sexual harassment are to be made using the established chain of command using the process described in Article III, Section 10, B. Complaints or Concerns of Employees.

VII. Safety and Security

See [Article IV, Section 6, A Safety Policy](#)

A. ESU 7 Commitment

1. ESU 7 is committed to providing and maintaining a safe and healthy work environment. The administration makes the safety of employees an integral part of the management function.
2. Each employee is to make safety an integral part of their duties by following established safety regulations and procedures, assisting in accident prevention activities by reporting any job-related injury to the administration immediately, reporting unsafe conditions immediately, and providing suggestions to eliminate accidents and injuries.

B. Cameras

[Article III, Section 7, I Recording of Others Policy](#)

1. Cameras are located throughout the exterior of the ESU 7 campus and in some locations where student instruction occurs.
2. Video surveillance is in place to protect the ESU 7 property from theft, protect employees from false accusations, and protect students from the same.
3. Videos are used for educational purposes when reflection or redirection is necessary.

C. Door Locks

1. All exterior doors with access to the ESU 7 buildings are locked at all times, [except for designated time for events](#). Doors are accessible with ESU 7 issued key

cards based on job responsibilities. Any employees without key cards may request access to enter by buzzing in.

2. The Warehouse doors are locked at all times.

D. Keys/Badge

1. Each employee of ESU 7 is issued a photo name badge.
2. Wear the name badge on a daily basis.
3. Keys/name badges with key capability will be issued to designated employees only.

VIII. Transportation

[Article V, Section 10, B Safe Driving Standard for Drivers](#)

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

ESU 7

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

2024-2025

After reading this document, I understand the contents of the Educational Service Unit 7 Employee Handbook.

Employee Signature _____ Date _____

**This signature page is only necessary when the employee is new to ESU 7. Each year after, the handbook is acknowledged via the annual affirmations process with any additional changes included.*

ESU 7



Student/Parent Handbook

2024-2025



ESU 7 Student Services

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

ESU 7 Main Office

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

WELCOME

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

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

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

PROGRAM VISION

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

PROGRAM MISSION

ESU 7 Bridges 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

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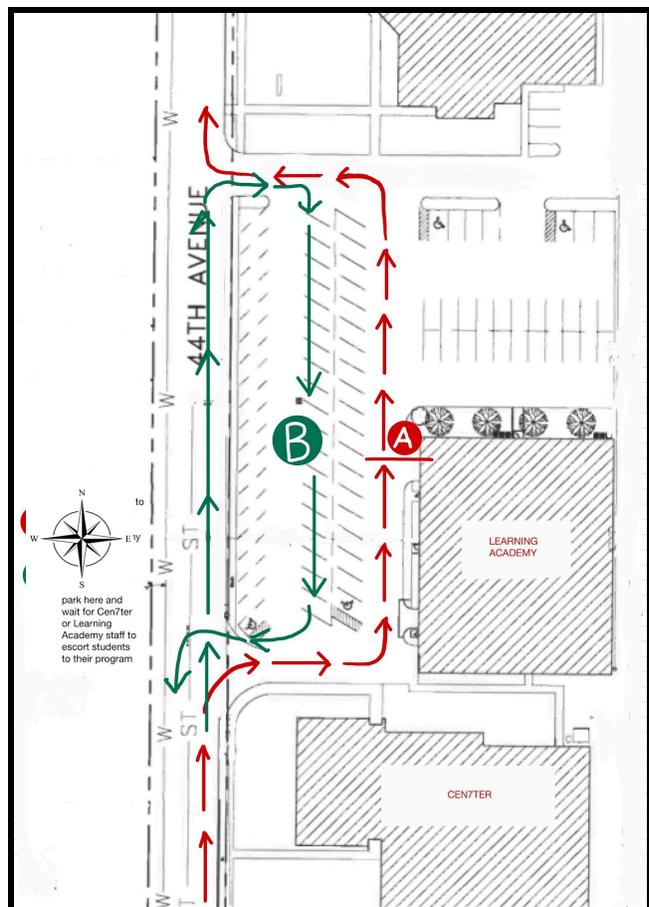
lchurch@esu7.org

LOCATION

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

DROP OFF / PICK UP

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



PLACEMENT

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

SCHOOL HOURS

School is in session from 9:30 AM – 2:30 PM. Since the staff must have adequate time for meeting and planning the daily activities, it is important that students do not arrive before 9:30 AM. Students can be picked up as early as 2:20 PM.

LATE ARRIVAL AND EARLY DEPARTURE INSTRUCTIONS

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

DRESS CODE

Values

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

Dress Code

1. It is important your child dresses properly for school (Ex. hats, mittens, and boots are appropriate for the cold and wet weather). Shorts are allowed in school only when the temperature is projected to be higher than 60°F. **For the comfort of your child, shorts should be long enough to protect the child when seated on varnished or plastic seats.** Girls should wear shorts/tights/leggings under dresses due to floor-type activities. Improper logos on shirts will not be allowed in the Bridges (Ex. tobacco, alcohol, drugs, gang affiliation, profanity, etc.). Footwear must be safe and appropriate for the activities of the day. Hats are not permitted to be worn in the class by students without permission. Any admittance will need to go through the Student Services Principal.
2. Student dress and personal grooming must not be disruptive to the educational setting. If the students do not meet dress code, he/she will change into Bridges clothes.
3. Masks - In the case of health risk due to a pandemic or other health-related concerns all students will be required to, at a minimum, follow the mask guidelines defined in ESU 7 Return to Services/School Plan unless one of the following persists:

- The student has a disability and reasonable accommodation excuses the student from wearing a mask for some or all of the school day;
- The student's IEP team has determined that wearing a mask for some or all of the school day would interfere with the student's ability to receive a free, appropriate public education and that determination is documented in the student's IEP;
- Another legally valid reason exists to modify the face covering requirements and such reason has been approved in writing by the Student Services Principal and ESU 7 administration.
- OR Their parent/guardian has opted their student out of being required to wear a mask by executing a written document and such document is on file in the office of the Student Services Principal at the time at issue. This option is only available to students whose contracting district has such a process.

ATTENDANCE AND ABSENCES

Regular and punctual student attendance is required. The Bridges is required to maintain an accurate record of student attendance. If a student must be absent, it is the parent/guardian's responsibility to notify the resident school district secretary. Your resident school district will contact Bridges. Parents/guardians may also contact Bridges. Students are expected to follow the ESU 7 Calendar. Exceptions to this policy will be considered through the Student Services Principal.

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

STUDENT PROGRESS REPORTS

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

IEP CONFERENCES

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

TRANSPORTATION

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

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

Day Trip Provided by properly trained ESU 7 personnel in ESU 7 pupil transportation vehicles. Contact the Student Services Principal with any questions.

State law requires students to wear seat belts at all times (this includes wheelchairs) unless



being transported by bus. During the time students are being transported, they are required to conduct themselves as they would at any other phase of the educational program. If problems occur during transportation, a specific plan described in Article V, Section 10, A [Safe Pupil Transportation Plan Policy](#) will be followed during the immediate incident and additional plans may be developed that ties into the behavior program for your child.

LUNCH

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

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

USDA CIVIL RIGHTS COMPLAINT PROCESS

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

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

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

Nondiscrimination Statement

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

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

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

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

This institution is an equal opportunity provider.

INDOOR / OUTDOOR ACTIVITIES

Indoor/outdoor activities give students the opportunity to relax, breathe in the fresh air, and/or work off excess energy. Therefore, all children are expected to participate in these scheduled Bridges activities unless a medical condition as identified by a doctor prevents participation. As cold weather approaches, please dress your child accordingly. If the students are not able to have outdoor activities on excessively cold days when the ‘feel like’ temperature is at or below



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

DISCIPLINE

It is our belief that the best way to improve and stabilize student behavior is through teaching and reinforcing desired behaviors while reducing the effectiveness of undesired behaviors. All students should be treated with dignity and respect, regardless of their behavior. At Bridges, students earn access to activities, technology, tangibles, and other privileges through the demonstration of the target behaviors outlined in their IEP/ Behavior Intervention Plan (BIP) and compliance with school rules and expectations. There will be a \$20 fee when large items have been broken. Discipline response will need to follow the student's IEP and BIP. Specific interventions, consequences, and supports are defined within the IEP/BIP.

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

SCHOOL CLOSING / CANCELLATION

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

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

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

FIRE DRILLS / TORNADO DRILLS / EMERGENCY DRILLS

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

exacerbated by participating in drills.

COMMUNICATION

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

Parents/guardians can expect their child to come home each day with a daily data sheet. Students should return the signed data sheet the following morning. Parents/guardians are encouraged to be in frequent contact with their child's Bridges teacher through email and/or phone calls.

If you need to call the Bridges to visit with your child's teacher, please do so between 7:30-9:30 AM or 2:30-4:30 PM. Bridges staff will only be called to the phone for emergencies during the day. The Student Services Principal may be reached throughout the day at 402-564-0815.

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

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

Data Sheets

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

STUDENT AND STAFF RELATIONSHIPS

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

1. That there be demonstrated, at all times, a respect for others regardless of race, religion, gender, national origin, age, personal well-being, sexual orientation, or economic status. Please see [Article V, Section 1, A Policy of Non-Discrimination](#) for extensive listing of protected groups.
2. That language of any kind, which is disparaging or demeaning to others, shall not be tolerated, such as racial, religious, or sexual epithets.
3. Both Bridges staff and students are expected to exhibit good judgment, respect, and



sensitivity for others.

STUDENT ATTITUDE

If a problem arises with another student in the classroom, the staff member will work with students(s) on the problem and help resolve it in a positive manner at the student's developmental level.

VISITING SCHOOL

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

ELECTRONIC DEVICES

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

DIGNITY ROOM

Dignity rooms are used for a variety of reasons for students at Bridges. These rooms can be used for students to take a break, use their calming strategies, work on school work with minimal distractions, read quietly, play a game with a partner, etc. The 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.

PUPIL SUPPLIES

The Bridges will provide educational materials. Parents/guardians will be notified of specific



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

ANTI-BULLYING

[ESU 7 Policy, Article V, Section 6, C](#) (Reviewed May 2024)

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

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

PHYSICAL ASSAULT

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

The following steps may be followed:

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

WELLNESS

[ESU 7 Policy, Article V, Section 7, F](#) (Revised May 2024)

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

1. Goals to Promote Student Wellness

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

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



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

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

2. Nutrition Guidelines

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

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

3. Plan for Measuring Implementation and Designation of Responsible Persons

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

Due to the unique nature of Bridges, it is understood that all students have an IEP, which will provide the basis for the Wellness Policy guidelines.

4. Development of Policy

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

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

HEALTH SERVICES

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

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

Many of the students in the Bridges are medically fragile (susceptible to illnesses that are minor for the majority of the population, but could become life-threatening for some of our students).

It is extremely important to keep ill children home for the duration of the illness. (Reference - Contagious and Infectious Disease/Condition Minimum Isolation Standards set by the Nebraska Department of Health and Human Services.)

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

- fever of 100 or more (axillary temperature (underneath armpit) of 99=100, rectal temperature of 101=100), and must stay below 100 for 24 hours before returning to school without the use of medications



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

Students who are ill will be sent home at the discretion of the Student Services Principal. When a student needs to be sent home, Bridges will contact the resident district for transport or the student's parent/guardian.

Minor injuries will be treated by Bridges staff who have been trained in First Aid and CPR. As written and approved in ESU 7 policy, in the event that further medical attention is deemed necessary, parents/guardians will be notified immediately. In the event a child needs immediate medical care, they will be transported to the nearest medical facility.

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

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

Educational Service Unit 7 Process for Administering Medications
[Article V, Section 7, B Dispensing Medication policy](#) (Reviewed May 2024)

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



ordinarily recognize such an individual as a “caretaker” for the purposes of medication administration).

- c. Original Packaging. The medication is in its original packaging and is labeled as dispensed by the prescriber or pharmacist. The label must name the student and identify the medication, strength, time interval, and route to be administered. If needed, the physician may be contacted for clarification.
2. Authorizations for Non-Prescription Medications. Non-prescription medications may be administered provided that a caretaker’s authorization is provided in the form established by the Administrator or designee and the medication is in its original packaging.
3. Renewal of Authorizations. Medication authorizations must be renewed annually and updated immediately as changes occur.
4. Documentation. Accurate medication administration records are to be kept and maintained. Documentation of each dose of medication administered shall be made reflecting the student’s name, the name of the medication, date, time, dosage, route, the signature and title of the person administering the medication and any unusual observations, and any refusal by the recipient to take or receive the medication. Medication documentation shall be kept confidential in accordance with the policies and practices concerning student records, provided that medication administration records shall be available to the Department of Education and the Department of Health and Human Services Regulation and Licensure for inspection and copying according to the Family Education Rights and Privacy Act (FERPA) requirements. Such medication administration records shall be maintained for not less than two years.
5. Storage. Medication shall be stored in a locked or otherwise secure area in accordance with the manufacturer’s or dispensing pharmacist’s instructions or temperature, light, humidity, or other storage instructions. Only authorized personnel who are designated by the administration shall have access to the medications. The ESU 7 staff shall establish procedures for monitoring the storage and handling of medication, the medication’s expiration date, and the disposal of medication.
6. Receipt and Disposal of Medications. Medication shall be delivered to ESU personnel and picked up by the parent/guardian or resident school district personnel when accompanied by a signed/dated permission to do so by the parent/guardian. When medication is received, the amount received should be documented. Medication that is either past the expiration date or not claimed by the parent/guardian a reasonable time following the student’s departure from the ESU program shall be destroyed. **Disposal of medications are handled through a third party.**
7. Administration of Medication by ESU Personnel
 - a. Administration of Medication. Administration of medication includes, but is not limited to the following items:
 - i. Providing medications for another person according to the “five rights” (getting the right drug to the right recipient in the right dosage by the right route at the right time);
 - ii. Recording medication provision; and
 - iii. Observing, monitoring, reporting, and otherwise taking appropriate actions regarding desired effects, side effects, interactions, and contraindications associated with the medication.
 - b. Authorized ESU Personnel. Administration of medication shall only be done by the following personnel:

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

5. ESU personnel administering the medication shall comply with the written directions.
 - iii. Injections. A medication-competent staff member will be trained to administer medications by injection administration. Students may be authorized to self-administer medication as hereafter provided.
 - d. Refusal to Administer Medication. The ESU may refuse to give medication if after reasonable and prudent research by an ESU or school health care professional a decision has been made that the dosage prescribed exceeds that which is recommended in the Physician's Desk Reference, Mosby's Nursing Drug Reference, the most recent edition of the Nursing Drug Handbook, or other pharmaceutical manuals handbook; or when a drug or substance is not currently approved by the FDA. When ESU personnel refuse to carry out a request to administer medication, the Administrator or designee is to be notified and efforts are to be made to work out a suitable solution (such as changing the time of administration, dosage, or the medication) with the parent/guardian and the physician.

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

RESPONSE TO LIFE-THREATENING ANAPHYLAXIS

(Title 92, Chapter 59, Section 006)

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

Emergency Protocol:

1. Summon designated trained, nonmedical staff to implement emergency protocol.
2. Instruct someone to call 911.
3. Check airway patency, breathing, respiratory rate, and pulse.
4. Administer an IM EpiPenJr. for a child less than 50 pounds or an adult EpiPen for any individual over 50 pounds (In Nurses labeled cupboard in the office).
5. Follow with nebulized albuterol (premixed) while awaiting EMS. (Located in medical cupboard in the office).
6. Determine cause as quickly as possible.
7. Monitor vital signs (pulse, respiration, etc.).
8. Administer CPR, if indicated until EMS arrives.
9. Contact parents/guardians immediately and physician as soon as possible.
10. Any individual treated for symptoms with epinephrine at school will be transferred to medical facility.
11. Notify ESU 7's Student Services Principal, Special Education Director, and student's district administration.

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

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

SAFETY

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

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

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

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

INTERNET SAFETY

[Article III, Section 7, G Internet Safety Policy](#) (Reviewed May 2024)

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

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

LEAVING THE CAMPUS

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



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

WEAPONS

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

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

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

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

USE OF ALCOHOL / DRUGS / OTHER CONTROLLED SUBSTANCES

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

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

1. Contact local law enforcement agency
2. Contact parents/guardian

3. Contact resident school district

POSSESSION OF TOBACCO

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

SEARCH AND SEIZURE

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

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

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

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

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

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

RESTRAINT AND SECLUSION

[Article V, Section 5, C, Restraint and Seclusion](#) (Reviewed May 2024)

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



Definitions

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

Physical Restraint

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

Physical restraint may not be used in the following circumstances:

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

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

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

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

- C. Timeline. Physical restraint is to be used only as long as necessary to resolve the reason for which it was initiated.

- D. Training. Physical restraint shall be applied only by individuals who have received systematic training that includes all the elements described below. An individual who applies physical restraint shall use only techniques in which he or she has received such training within the preceding two (2) years.

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

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

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

Seclusion

- A. When Seclusion May be Used. Seclusion may be used in the following circumstances:

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

Seclusion may not be used:

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

B. Conditions. Use of seclusion shall take into consideration the safety and security of the student.

Enclosures used for seclusion, other than enclosures used on a temporary basis, shall

- Have the same ceiling height as the surrounding room or rooms and be large enough to accommodate not only the student being isolated but also any other individual who is required to accompany that student.
- Be constructed of materials that cannot be used by students to harm themselves or others, be free of electrical outlets, exposed wiring, and other objects that could be used by students to harm themselves or others, and be designed so that students cannot climb up the walls (including walls far enough apart so as not to offer the student being isolated sufficient leverage for climbing).
- If an enclosure used for isolated time out is fitted with a door, the door shall either be a steel door or a wooden door of solid-core construction. If the door includes a viewing panel, the panel shall be unbreakable.
- Be designed to permit visual monitoring of and communication with the student sufficient to ensure the student's safety and security. For students who do not communicate verbally, arrangements shall be made to permit the student to periodically communicate the student's needs.
- If a locking mechanism is used on the enclosure, the mechanism shall be constructed so that it will engage only when a key, handle, knob, or other similar

device is being held in position by a person, unless the mechanism is an electrically or electronically controlled one that is automatically released when the building's fire alarm system is triggered. Upon release of the locking mechanism by the supervising adult, the door must be able to be opened readily.

The procedures for use of seclusion include

- An adult who is responsible for supervising the student shall remain within close proximity of the enclosure.
 - The adult responsible for supervising the student must periodically check on the student visually if possible.
- C. Timeline. A student shall not be kept in seclusion for more than 20 minutes after the student ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which isolated time out would be an appropriate intervention.
- D. Training. Orientation will be provided to staff members who are anticipated to be involved in the use of seclusion. The orientation shall cover the procedures contained in this Guidance.

Documentation and Evaluation

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

- The date on which the parent/guardian was notified.

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

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

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

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

LAW ENFORCEMENT NOTIFICATION OF STUDENTS WITH A VERIFIED DISABILITY

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

Students enrolled in ESU 7 Bridges that are determined to be a threat to themselves, others, the property of Bridges, or any surrounding properties to the Bridges will be reported to local law enforcement as required by Nebraska Statute 79-293. Law enforcement will be provided with all information that law enforcement officials request and require to enforce the law they are required to enforce as per their regulations. By reading and signing the handbook consent form, you are consenting to the "notification of disability disclosure" and "actual disclosure of

this disability information” should local law enforcement be called in regard to your child that warrants local law enforcement being called to intervene as per Nebraska Statute 79-293.

ESU 7 shall review [Article V, Section 5, D - Removal of Students and Interviews of Students Policy](#) annually.

MANDATORY REPORTERS

[Article V, Section 5, A, Child Abuse and Neglect](#) (Reviewed May 2024)

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

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

NONDISCRIMINATION

ESU 7 and Bridges hereby gives this statement of compliance and intend to comply with all state and federal laws prohibiting discrimination. ESU 7 and Bridges intend to take all necessary measures to assure compliance with all laws against any prohibited form of discrimination. ESU 7 and Bridges does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, gender identity or sexual orientation, or other protected status in its programs and activities, and provides equal access to designated youth groups. Complaints or concerns involving discrimination for students, employees, and others should be addressed to Marci Ostmeyer, Professional Development Director/Title IX Coordinator, 2657 44th Avenue, Columbus, NE 68601 (402) 564-5753 (mostmeyer@esu7.org). [Title IX Policy of Non-Discrimination](#).

VIDEO SURVEILLANCE

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



SCHOOL CALENDAR 2024-2025

<p>14-15 - Level III In-Service Days (No School)</p> <p>16 - Student Start Date</p>	<p>AUGUST 2024</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </tbody> </table>	S	M	T	W	Th	F	S					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	<p>FEBRUARY 2025</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S							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		<p>14 - Staff Meeting (No School)</p> <p>20-21 - Level III In-Service (No School)</p>							
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Total Student Days -170





**STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT
2024-2025**

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

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

Not allowed on video conferencing

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

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

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

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

Student's printed name

Student's Signature

Date _____

Parent/Guardian Signature

Date _____

Student Services Principal or Designee Signature

Date _____





STUDENT CONTACT INFORMATION
2024-2025

Student Name _____ Gender _____ Birth Date _____
Parent/Guardian _____ Relation to student _____
Street/Rural Address _____
PO Box _____ City _____ Zip Code _____
Home phone _____ Work Phone _____
Cell phone _____ Email _____

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

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

Additional Parent/Guardian _____ Relation to student _____
If same as above, check here ___ (then skip to phone #)
Street/Rural Address _____
PO Box _____ City _____ Zip Code _____
Home phone _____ Work Phone _____
Cell phone _____ Email _____

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

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

Emergency Contact #1 _____ Relationship to student _____
Street/Rural Address _____
PO Box _____ City _____ Zip Code _____
Home phone _____ Work Phone _____
Cell phone _____ Email _____

Emergency Contact #2 _____ Relationship to student _____



Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____





**STUDENT MEDICAL INFORMATION
2024-2025**

Student Name _____

Please list all medications that this student takes

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

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

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



Child's Name	
Speech problems	
Recent hospitalization	
Any other health concerns we should know about	
Physician Name	Phone
Counselor/Psychiatrist	Phone

Parent/Guardian please Initial each for Consent:

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

Parent/Guardian Signature _____ Date _____

Authorization expires one year following the date signed.





**STUDENT'S AGREEMENT FOR ACCEPTABLE USE OF COMPUTERS AND NETWORKS
2024-2025**

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

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

Student's Name _____

Student's Signature _____ Date _____

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

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



**PARENT'S AGREEMENT FOR ACCEPTABLE USE OF COMPUTERS AND NETWORKS
2024-2025**

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

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

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

Student's Name _____

Parent/Guardian Signature _____ Date _____

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





**MEDIA PERMISSION FORM
2024-2025**

Student _____

I give permission for my child to

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

- be video-recorded, photographed or digitally recorded for education purposes*
Yes____ **No**____

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

Parent/Guardian Signature _____ Date _____





**EMERGENCY RELEASE OF INFORMATION AND CONSENT FOR CARE
2024-2025**

Student _____

I give permission for my child to

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

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

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

Parent/Guardian Signature _____ Date _____





**PARTICIPATION IN ACTIVITIES
2024-2025**

Student _____

I give permission for my child to

Yes _____ **No** _____ Go on short trips to the library, park, bowling alley, grocery store, or

various other local sites and participate in those activities that may be performed at those locations (ie. bowl, play on equipment, etc.) during the school day. Transportation will be either walking, ESU 7 owned vehicles, or by local transport companies.

Yes _____ **No** _____ Go to various local businesses when they have earned a reward for going out to eat, special activities, special privileges (swimming at the Y, ordering lunch or a dessert from a restaurant, etc.)

Transportation will be either walking, ESU 7 owned vehicles, or by local transport companies.

Parent/Guardian Signature _____ Date _____





**MEDICATION DELIVERY INFORMATION FOR PARENTS
2024-2025**

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

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

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

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

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

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

Parent/Guardian Signature _____ Date _____





**PARENTAL AUTHORIZATION AND RELEASE FORM FOR ADMINISTRATION OF
OVER-THE-COUNTER MEDICATIONS
2024-2025**

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

Student Name _____

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

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

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

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

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

Signature of Parent/Guardian _____ Date _____

This form is valid for 1 year from the date of signature. If you have any questions please feel free to contact us.
402-564-0815 Ex. 1008



ESU 7

Cen7ter

Student/Parent Handbook

2024-2025



ESU 7 Student Services

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

ESU 7 Main Office

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

WELCOME

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

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

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

PROGRAM VISION

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

PROGRAM MISSION

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

VALUES

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

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



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CONTACT INFORMATION

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

ESU 7 Interim Administrator

Kris Elmshaeuser

402-564-5753 ext. 1001

kelmshaeuser@esu7.org

ESU 7 Student Services Principal

Cara Neesen

402-564-0815 ext. 1008

cneesen@esu7.org

Teacher

Meridith Riha

402-564-0815

mriha@esu7.org

ESU 7 Special Education Director

Tami Clay

402-564-0815 ext. 1018

tclay@esu7.org

Teacher

Rachel Burgess

402-564-0815 ext. 1053

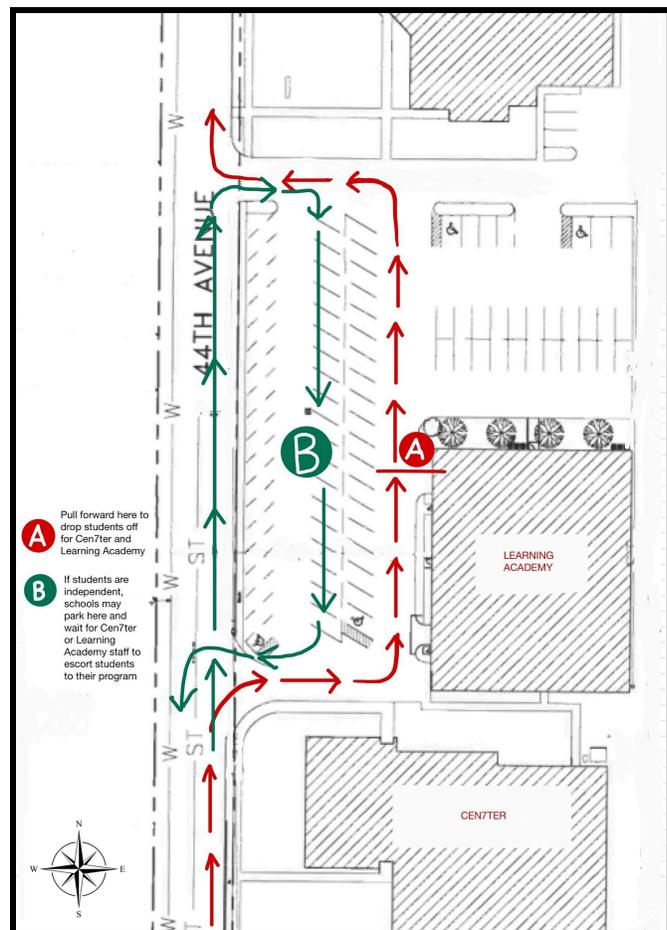
rburgess@esu7.org

LOCATION

The Cen7ter is located in the **South Building** on the ESU 7 campus in Columbus, NE.

DROP OFF / PICK UP

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



PLACEMENT

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

SCHOOL HOURS

School is in session from 9:30 AM – 2:30 PM. Since the staff must have adequate time for meeting and planning the daily activities, it is important that students do not arrive before 9:30 AM. Students can be picked up as early as 2:20 PM.

LATE ARRIVAL AND EARLY DEPARTURE INSTRUCTIONS

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

DRESS CODE

Values

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

Dress Code

1. It is important your child dresses properly for school (Ex. hats, mittens, and boots are appropriate for the cold and wet weather). Shorts are allowed in school only when the temperature is projected to be higher than 60°F. **For the comfort of your child, shorts should be long enough to protect the child when seated on varnished or plastic seats.** Girls should wear shorts/tights/leggings under dresses due to floor-type activities. Improper logos on shirts will not be allowed in the Cen7ter (Ex. tobacco, alcohol, drugs, gang affiliation, profanity, etc.). Footwear must be safe and appropriate for the activities of the day. Hats are not permitted to be worn in the class by students without permission. Any admittance will need to go through the Student Services Principal.
2. Student dress and personal grooming must not be disruptive to the educational setting. If the student does not meet dress code, he/she will change into Cen7ter clothes.

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

ATTENDANCE AND ABSENCES

Regular and punctual student attendance is required. The Cen7ter is required to maintain an accurate record of student attendance. If a student must be absent, it is the parent/guardian's responsibility to notify the resident school district secretary. Your resident school district will contact the Cen7ter. You may also contact the Cen7ter. Students are expected to follow the ESU 7 Calendar. Exceptions to this policy will be considered through the Student Services Principal.

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

STUDENT PROGRESS REPORTS

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

IEP CONFERENCES

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

TRANSPORTATION

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

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

Day Trips: Provided by properly trained ESU 7 personnel in ESU 7 pupil transportation vehicles. Contact the Student Services Principal with any questions.



State law requires students to wear seat belts at all times (this includes wheelchairs) unless being transported by bus. During the time students are being transported, they are required to conduct themselves as they would at any other phase of the educational program. If problems occur during transportation, a specific plan described in Article V, Section 10, A [Safe Pupil Transportation Plan Policy](#) will be followed during the immediate incident and additional plans may be developed that ties into the behavior program for your child.

LUNCH

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

INDOOR / OUTDOOR ACTIVITIES

Indoor/outdoor activities give students the opportunity to relax, breathe in fresh air, and/or work off excess energy. Therefore, all students are expected to participate in these scheduled Cen7ter activities unless a medical condition as identified by a doctor prevents participation. As cold weather approaches, please dress your child accordingly. If the students are not able to have outdoor activities on excessively cold days when the 'feel like' temperature is at or below 25 degrees or during inclement weather, exercise will be structured in the Activity Room. Excessive heat activities will be left to the discretion of the Student Services Principal or designee.

DISCIPLINE

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

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

- Service work
- Monetary reimbursement

SCHOOL CLOSING / CANCELLATION

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

- Follow the ESU 7 Calendar.
- If the main offices of ESU 7 are closed due to inclement weather, the Cen7ter will also be closed.
- If your resident district is closed due to inclement weather, your child will not attend the Cen7ter.

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

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

FIRE DRILLS / TORNADO DRILLS / EMERGENCY DRILLS

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

COMMUNICATION

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

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

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

STUDENT AND STAFF RELATIONSHIPS

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

1. That there be demonstrated, at all times, a respect for others regardless of race, religion, gender, national origin, age, personal well-being, sexual orientation, or economic status. Please see [Article V, Section 1, A Policy of Non-Discrimination](#) for extensive listing of protected groups.
2. That language of any kind, which is disparaging or demeaning to others, shall not be tolerated, such as racial, religious, or sexual epithets.
3. Both Cen7ter staff and students are expected to exhibit good judgment, respect, and sensitivity for others.



STUDENT ATTITUDE

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

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

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

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

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

VISITING SCHOOL

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

ELECTRONIC DEVICES

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

PUPIL SUPPLIES

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

ANTI-BULLYING

[ESU 7 Policy, Article V, Section 6, C](#) (Reviewed May 2024)

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

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

PHYSICAL ASSAULT

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

The following steps may be followed:

1. Contact local law enforcement



2. Contact resident school district

WELLNESS

[ESU 7 Policy, Article V, Section 7, F](#) (Reviewed May 2024)

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

1. Goals to Promote Student Wellness

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

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

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

2. Nutrition Guidelines

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

The guidelines are as follows:

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

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

3. Plan for Measuring Implementation and Designation of Responsible Persons

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

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

4. Development of Policy

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



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

HEALTH SERVICES

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

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

Many of the students in the Cen7ter are medically fragile (susceptible to illnesses that are minor for the majority of the population, but could become life threatening for some of our students). It is extremely important to keep ill children home for the duration of the illness. (Reference - Contagious and Infectious Disease/Condition Minimum Isolation Standards set by the Nebraska Department of Health and Human Services.)

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

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

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

Minor injuries will be treated by Cen7ter staff who have been trained in First Aid and CPR. In the event that further medical attention is deemed necessary, parents/guardians will be notified immediately. In the event a child needs immediate medical care, they will be transported to the nearest medical facility.

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

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

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



Educational Service Unit 7 Process for Administering Medications

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

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

time following the student's departure from the ESU program shall be destroyed.

Disposal of medications are handled through a third party.

7. Administration of Medication by ESU Personnel.

- a. Administration of Medication. Administration of medication includes, but is not limited to the following list:
 - i. Providing medications for another person according to the "five rights" (getting the right drug to the right recipient in the right dosage by the right route at the right time);
 - ii. Recording medication provision; and
 - iii. Observing, monitoring, reporting, and otherwise taking appropriate actions regarding desired effects, side effects, interactions, and contraindications associated with the medication.
- b. Authorized ESU Personnel. Administration of medication shall only be done by the following personnel:
 - i. Medication Competent Staff. This means a staff member of the ESU who, by arrangement with the school in which the student is enrolled is an employee of the school for purposes of the medication administration laws and who has been determined to be competent to administer medication in accordance with the competency assessment standards established by law. A medication competent staff member is to be subject to direction and monitoring, which involves responsibility for observing and taking appropriate action regarding any desired effects, side effects, interactions, and contraindications associated with the medication. Direction and monitoring is to be done by a recipient with capability and capacity to make an informed decision about medications, a caretaker, or the school nurse. Medication competent staff members are to promptly report any medication errors or concerns to the school nurse.
- c. Routes of Medication Administered by ESU Personnel
 - i. Routine Medication via Oral, Inhalation, Topical, and Instillation Routes: medication competent staff may provide routine medications (meaning the frequency of administration, amount, strength, and method are specifically fixed) by the following routes:
 1. Oral, which includes any medication given by mouth including sublingual (placed under the tongue), and buccal (placing between the cheek and gum) routes, and oral sprays
 2. Inhalation, which includes inhalers, and nebulizers. Oxygen may be given by inhalation;
 3. Topical application of sprays, creams, ointments, and lotions and transdermal patches; and
 4. Instillation by drops, ointments, and sprays into the eyes, ears, and nose.
 - ii. Administration of Medication via Additional Routes, PRN Medication, and Observing and Reporting: medication competent staff may provide medication by additional routes ("additional routes"), provide PRN medication (PRN medication means an administration scheme in which a medication is not routine, is taken as needed, and requires assessment for need and effectiveness), or participate in observing and reporting for monitoring medications only under the following conditions:

1. In the case of a medication competent staff member, a determination has been made by the school nurse or by the student's physician or duly licensed health care professional that these activities can be done safely for the specified recipient by the medication competent staff member and the determination is placed in writing.
 2. Directions for additional routes must be for recipient specific procedures and must be in writing.
 3. Directions for PRN medication must be in writing and include parameters for provision of PRN medication.
 4. Directions for observing and reporting for monitoring medication must be in writing and include the parameters for the observation and reporting.
 5. ESU personnel administering the medication shall comply with the written directions.
- iii. Injections. A medication competent staff member will be trained to administer medications by injection administration. Students may be authorized to self-administer medication as hereafter provided.
- d. Refusal to Administer Medication. The ESU may refuse to give a medication if after a reasonable and prudent research by an ESU or school health care professional a decision has been made that the dosage prescribed exceeds that which is recommended in the Physician's Desk Reference, Mosby's Nursing Drug Reference, the most recent edition of the Nursing Drug Handbook, or other pharmaceutical manuals handbook; or when a drug or substance is not currently approved by the FDA. When ESU personnel refuse to carry out a request to administer medication, the Administrator or designee is to be notified and efforts are to be made to work out a suitable solution (such as changing the time of administration, dosage, or the medication) with the parent/guardian and the physician.

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

RESPONSE TO LIFE-THREATENING ANAPHYLAXIS

(Title 92, Chapter 59, Section 006)

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

Emergency Protocol:

1. Summon designated trained, nonmedical staff to implement emergency protocol.
2. Instruct someone to call 911.
3. Check airway patency, breathing, respiratory rate, and pulse.



4. Administer an IM EpiPenJr. for a child less than 50 pounds or an adult EpiPen for any individual over 50 pounds (In Nurses labeled cupboard in the office).
5. Follow with nebulized albuterol (premixed) while awaiting EMS. (Located in medical cupboard in the office).
6. Determine cause as quickly as possible.
7. Monitor vital signs (pulse, respiration, etc.).
8. Administer CPR, if indicated until EMS arrives.
9. Contact parents/guardians immediately and physician as soon as possible.
10. Any individual treated for symptoms with epinephrine at school will be transferred to medical facility.
11. Notify ESU 7's Student Services Principal, Special Education Director, and student's district administration.

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

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

SAFETY

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

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

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

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

INTERNET SAFETY

[Article III, Section 7, G Internet Safety Policy](#) (Reviewed May 2024)

It is the policy of the ESU to comply with the Children's Internet Protection Act (CIPA) and Children's Online Privacy Protection Act (COPPA). With respect to the ESU's computer network, the ESU shall, (a) protect against user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the



safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) protect against unauthorized access, including so-called “hacking,” and other unlawful activities online; (d) protect against unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors’ access to materials (visual or non-visual) that are harmful to minors.

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

LEAVING THE CAMPUS

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

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

WEAPONS

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

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

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

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

USE OF ALCOHOL / DRUGS / OTHER CONTROLLED SUBSTANCES

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

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

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

POSSESSION OF TOBACCO

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

SEARCH AND SEIZURE

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

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

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

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

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

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

RESTRAINT AND SECLUSION

[Article V, Section 5, C, Use of Restraints and Seclusion](#) (Reviewed May 2024)



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

Definitions

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

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

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

LAW ENFORCEMENT NOTIFICATION OF STUDENTS WITH A VERIFIED DISABILITY

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

Students enrolled in ESU 7 Cen7ter that are determined to be a threat to themselves, others, the property of Cen7ter, or any surrounding properties to the Cen7ter will be reported to local law enforcement as required by Nebraska Statute 79-293. Law enforcement will be provided with all information that law enforcement officials request and require to enforce the law they are required to enforce as per their regulations. By reading and signing the handbook consent form, you are consenting to the "notification of disability disclosure" and "actual disclosure of this disability information" should local law enforcement be called in regard to your child that warrants local law enforcement being called to intervene as per Nebraska Statute 79-293.

ESU 7 shall review [Article V, Section 5, D - Removal of Students and Interviews of Students Policy](#) annually.

MANDATORY REPORTERS

[Article V, Section 5, A, Child Abuse and Neglect](#) (Reviewed May 2024)

Nebraska State Statute requires any person, including school employees, who have cause to believe that a child has been subjected to abuse or neglect, or observes such person being subjected to conditions, which reasonably would result in abuse or neglect, shall report such



incident to the appropriate law enforcement agency and/or Child Protective Services. This report shall be followed by a written report. Nebraska State Statute requires that any court order requesting records will be followed and records will be released.

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

JOB SITE EXPERIENCE

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

NONDISCRIMINATION

ESU 7 and Cen7ter hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. ESU 7 and Cen7ter does not discriminate on the basis of sex, disability, race (including skin color, hair texture, and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, gender identity or sexual orientation, or other protected status in its programs and activities, and provides equal access to designated youth groups. Complaints or concerns involving discrimination for students, employees, and others should be addressed to Marci Ostmeyer, Professional Development Director/Title IX Coordinator, 2657 44th Avenue, Columbus, NE 68601 (402) 564-5753 (mostmeyer@esu7.org). [Title IX Policy of Non-Discrimination.](#)

VIDEO SURVEILLANCE

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

REMOTE AND OR BLENDED LEARNING - CONFIDENTIALITY

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

Not allowed on video conferencing

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

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



Cen7ter

SCHOOL CALENDAR 2024-2025

<p>14-15 - Level III In-Service Days (No School)</p> <p>16 - Student Start Date</p>	<p>AUGUST 2024</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </tbody> </table>	S	M	T	W	Th	F	S					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	<p>FEBRUARY 2025</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S							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		<p>14 - Staff Meeting (No School)</p> <p>20-21 - Level III In-Service (No School)</p>							
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<p>2 - ESU 7/LA/Cen7ter/Bridges Closed (No School)</p>	<p>SEPTEMBER 2024</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S	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						<p>MARCH 2025</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S							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						<p>12-14 - Level III Programs Closed (No School)</p>
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Total Student Days -170



**STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT
2024-2025**

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

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

Not allowed on video conferencing

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

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

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

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

Student Name _____

Student Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Student Services Principal Signature _____ Date _____





**STUDENT CONTACT INFORMATION
2024-2025**

Student Name _____ Gender _____ Birth Date _____

Parent/Guardian _____ Relation to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

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

When does the student live at this address? Please check

All of the time Some of the time due to visitations: Explain _____

Additional Parent/Guardian _____ Relation to student _____

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

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

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

When does the student live at this address? Please check

All of the time Some of the time due to visitations, Explain _____

Emergency Contact #1 _____ Relationship to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

Emergency Contact #2 _____ Relationship to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____



Home phone _____ Work Phone _____
Cell phone _____ Email _____





STUDENT MEDICAL INFORMATION
2024-2025

Student Name _____

Please list all medications that this student takes

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

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

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



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

Parent/Guardian please Initial each for Consent:

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

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

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

Parent/Guardian Signature _____ Date _____

Authorization expires one year following the date signed.



**STUDENT'S AGREEMENT FOR ACCEPTABLE USE OF COMPUTERS AND NETWORKS
2024-2025**

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

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

Student's Name _____

Student's Signature _____ Date _____

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

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





**PARENT'S AGREEMENT FOR ACCEPTABLE USE OF COMPUTERS AND NETWORKS
2024-2025**

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

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

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

Student's Name _____

Parent/Guardian Signature _____ Date _____

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





**MEDIA PERMISSION FORM
2024-2025**

Student _____

I give permission for my child to

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

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

Parent/Guardian Signature _____ Date _____





**EMERGENCY RELEASE OF INFORMATION AND CONSENT FOR CARE
2024-2025**

Student _____

I give permission for my child to

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

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

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

Parent/Guardian Signature _____ Date _____





**PARTICIPATION IN ACTIVITIES
2024-2025**

Student _____

I give permission for my child to

Yes _____ **No** _____ Go on short trips to the library, park, bowling alley, grocery store or various other local sites and participate in those activities that may be performed at those locations (ie. bowl, play on equipment, etc.) during the school day. Transportation will be either walking, ESU 7 owned vehicles or by local transport companies.

Yes _____ **No** _____ Go to a work site at an on or off campus setting and participate in the assigned tasks at those sites. Transportation will be either walking, ESU 7 owned vehicles or by local transport companies.

Parent/Guardian Signature _____ Date _____





**MEDICATION DELIVERY INFORMATION FOR PARENTS
2024-2025**

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

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

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

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

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

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

Parent/Guardian Signature _____ Date _____





**PARENTAL AUTHORIZATION AND RELEASE FORM FOR ADMINISTRATION OF
OVER-THE-COUNTER MEDICATIONS
2024-2025**

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

Student Name _____

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

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

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

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

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

Signature of Parent/Guardian _____ Date _____

This form is valid for 1 year from the date of signature. If you have any questions please feel free to contact us.
402-564-0815 Ex. 1008





Student/Parent Handbook

2024-2025



ESU 7 Student Services

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

ESU 7 Main Office

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

WELCOME

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

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

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

PROGRAM VISION

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

PROGRAM MISSION

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

VALUES

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

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



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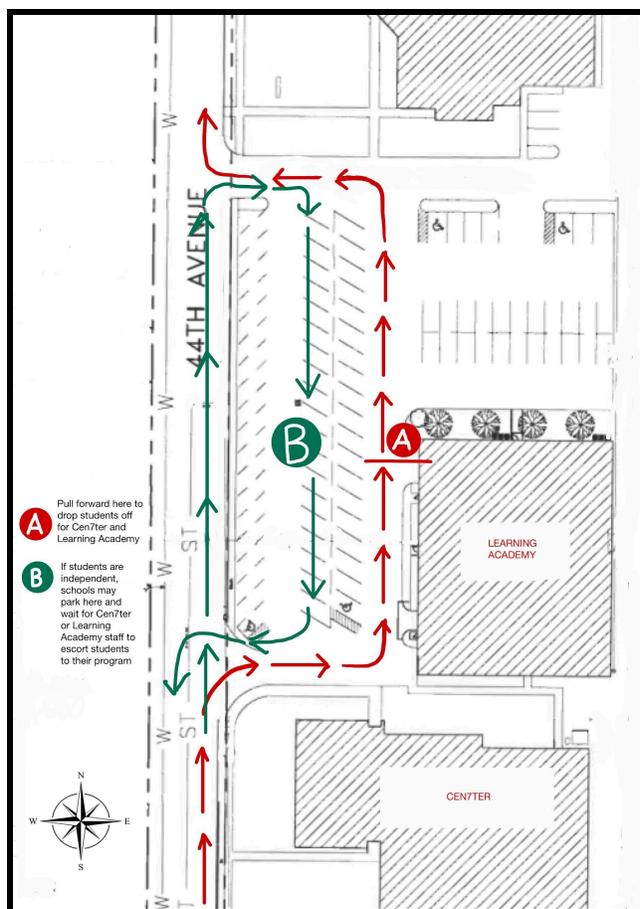
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LOCATION

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

DROP OFF / PICK UP

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



PLACEMENT

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

SCHOOL HOURS

School is in session from 9:30 AM – 2:30 PM. Since the staff must have adequate time for meeting and planning the daily activities, it is important that students do not arrive before 9:30 AM. Students can be picked up as early as 2:20 PM.

LATE ARRIVAL AND EARLY DEPARTURE INSTRUCTIONS

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

DRESS CODE

Values

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

Dress Code

1. It is important your child dresses properly for school (Ex. hats, mittens, and boots are appropriate for the cold and wet weather). Shorts are allowed in school only when the temperature is projected to be higher than 60°F. For the comfort of your child, shorts should be long enough to protect the child when seated on varnished or plastic seats. Girls should wear shorts/tights/leggings under dresses due to floor-type activities. Improper logos on shirts will not be allowed in the Learning Academy (Ex. tobacco, alcohol, drugs, gang affiliation, profanity, etc.). Footwear must be safe and appropriate for the activities of the day. Hats are not permitted to be worn in the class by students without permission. Any admittance will need to go through the Student Services Principal.
2. Student dress and personal grooming must not be disruptive to the educational setting. If the students do not meet dress code, he/she will change into Learning Academy clothes.

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

ATTENDANCE AND ABSENCES

Regular and punctual student attendance is required. The Learning Academy is required to maintain an accurate record of student attendance. If a student must be absent, it is the parent/guardian's responsibility to notify the resident school district secretary. Your resident school district will contact the Learning Academy. Parents/guardians may also contact the Learning Academy. Students are expected to follow the ESU 7 Calendar. Exceptions to this policy will be considered through the Student Services Principal.

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

STUDENT PROGRESS REPORTS

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

IEP CONFERENCES

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

TRANSPORTATION

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

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



Day Trip Provided by properly trained ESU 7 personnel in ESU 7 pupil transportation vehicles. Contact Student Services Principal with any questions.

State law requires students to wear seat belts at all times (this includes wheelchairs) unless being transported by bus. During the time students are being transported, they are required to conduct themselves as they would at any other phase of the educational program. If problems occur during transportation, a specific plan described in Article V, Section 10, A Safe Pupil Transportation Plan Policy will be followed during the immediate incident and additional plans may be developed that ties into the behavior program for your child.

LUNCH

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

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

USDA CIVIL RIGHTS COMPLAINT PROCESS

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

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

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

Nondiscrimination Statement

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

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

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

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

This institution is an equal opportunity provider.



INDOOR / OUTDOOR ACTIVITIES

Indoor/outdoor activities give students the opportunity to relax, breathe in the fresh air, and/or work off excess energy. Therefore, all children are expected to participate in these scheduled Learning Academy activities unless a medical condition as identified by a doctor prevents participation. As cold weather approaches, please dress your child accordingly. If the students are not able to have outdoor activities on excessively cold days when the 'feel like' temperature is at or below 25 degrees or during inclement weather, exercise will be structured in the Activity Room. Excessive heat activities will be left to the discretion of the Student Services Principal or designee.

ACADEMIC RESPONSIBILITY

Students will earn grades in the core academic areas from their resident school district. When the IEP team meets to change a student's placement to the Learning Academy, the district and Learning Academy team will decide on the courses the student will take using an online learning platform or paper/pencil academics will be sent from the district depending on the students needs. Completed paper/pencil work will be returned to the resident school district. All online learning will be reported at least quarterly to districts and each course completed will be reported to districts to add to the students' transcripts. Learning Academy staff will support students with a goal of returning/reporting passing schoolwork to the student's resident school district. If the student does complete his/her school work, the Learning Academy will work through the Points and Level System.

DISCIPLINE

It is our belief that the best way to improve and stabilize student behavior is through teaching and reinforcing desired behaviors while reducing the effectiveness of undesired behaviors. All students should be treated with dignity and respect, regardless of their behavior. At the Learning Academy, students earn access to activities, technology, tangibles, and other privileges through the demonstration of the target behaviors outlined in their IEP/ Behavior Intervention Plan (BIP) and compliance with school rules and expectations. Failure to demonstrate desired behaviors will result in missed opportunities to access preferred items and activities as outlined in the Points and Levels System. There will be a \$20 fee when large items have been broken. Discipline response will need to follow the student's IEP and BIP. Specific interventions, consequences, and supports are defined within the IEP/BIP.

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

SCHOOL CLOSING / CANCELLATION

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

- Follow the ESU 7 Calendar.
- If the main offices of ESU 7 are closed due to inclement weather, the Learning Academy will also be closed.



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

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

FIRE DRILLS / TORNADO DRILLS / EMERGENCY DRILLS

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

COMMUNICATION

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

Parents/guardians can expect their child to come home each day with a daily data sheet. Students should return the signed data sheet the following morning. Parents/guardians are encouraged to be in frequent contact with their child's Learning Academy teacher through email and/or phone calls.

If you need to call the Learning Academy to visit with your child's teacher, please do so between 7:30-9:30 AM or 2:30-4:30 PM. Learning Academy staff will only be called to the phone for emergencies during the day. The Student Services Principal may be reached throughout the day at 402-564-0815.

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

If there are any changes in your child's environment, physical, or medical condition, please



communicate via written note/email.

STUDENT AND STAFF RELATIONSHIPS

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

1. That there be demonstrated, at all times, a respect for others regardless of race, religion, gender, national origin, age, personal well-being, sexual orientation, or economic status. Please see [Article V, Section 1, A Policy of Non-Discrimination](#) for extensive listing of protected groups.
2. That language of any kind, which is disparaging or demeaning to others, shall not be tolerated, such as racial, religious, or sexual epithets.
3. Both Learning Academy staff and students are expected to exhibit good judgment, respect, and sensitivity for others.

STUDENT ATTITUDE

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

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

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

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

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

VISITING SCHOOL

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

ELECTRONIC DEVICES

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

DIGNITY ROOM

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

LEVEL SYSTEM

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

Level 0

- When a student has demonstrated behaviors that would cause him/her to lose days or levels but has no days to lose, that student would be placed at level 0. Students will also be assigned to Level 0 by the Student Services Principal if they endanger the safety of,



or harm others. Students at Level 0 work separately from peers. Students on Level 0 have no earning privileges, so they do not earn any credits in the token economy while at this level. Students on Level 0 do not get to eat with their peers.

- When a student enters Level 0, it will constitute a BIP review
- Students may earn their way off level 0 with a plan designed by the Student Services Principal.
- Examples of expectations
 - By meeting their individual behavior goals on their data sheet.
 - Compliance with specific tasks as assigned by the teacher/Student Services Principal
 - Processing with staff and or peers involved
 - Meeting with the mental health practitioner
 - Completing restitution plan

Level 1

- Participating in class with peers
- Access to board and card games
- Access to wholeness room
- Access to gym and gym equipment
- Access to technology for schoolwork
- To transition to level 2, students must meet their daily academic and behavioral goals for 5 or 10 days (dependent on age or ability) which will be set by the team. Days do not have to be consecutive.

Students at Level 1 can also be placed on a Personalized Support Plan Level 1 (PS1). The targets and goals of this individualized plan must be met before the student can progress through the regular level one programming. A PS1 program may be necessary for students who need additional individualization to progress through the leveled program.

Level 2

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

Level 3

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

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

Level 4

- Traveling privileges - Students can use their tokens to purchase trips of their choice in the community (with Learning Academy staff - here local).
- Out-to-Eat Lunch - Students can use tokens to order lunch from a restaurant
- At level 4, students begin to work on additional expectations that will be present when they return to their home district. This includes; homework on a daily basis, additional coursework expected during the day, etc.

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

Level 5

- Off Card/Natural. Students have to meet their behavior goals for 10 consecutive days and then the transition back to their home school may begin.
 - Student may no longer carry a data sheet
 - Student continues taking homework to and from school
 - Student participates in program and has access to privileges at all levels
 - Student earns tokens at a per-day rate rather than as a period-by-period reinforcer
 - Students successfully use their coping mechanisms on a consistent basis when they are confronted with a problem or frustration.
 - To begin the transition process back to their home school, students must meet academic and behavioral expectations for 10 consecutive days, then continue to meet those expectations during the transition process.

Transition

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

Reasons for loss of days and levels (examples)

Disruptive Behavior that Requires Peers to Work Elsewhere, 1 day
Persistent Refusal to Participate in Program (1 hour of non-compliance), 1 day
Leaving an Area Without Permission, 1 day
Property Damage, 1 level
Endangering the safety of others, 0'd Out

Monday Clubs

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

Friday Funday

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

Data Sheets

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

PERSONALIZED SUPPORT

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

PUPIL SUPPLIES

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

ANTI-BULLYING

[ESU 7 Policy, Article V, Section 6, C](#) (Reviewed May 2024)

It is the policy of ESU 7 to provide a physically safe and emotionally secure environment for students and staff. The administration and staff are to implement strategies and practices to



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

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

PHYSICAL ASSAULT

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

The following steps may be followed:

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

WELLNESS

[ESU 7 Policy, Article V, Section 7, F](#) (Revised May 2024)

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

1. Goals to Promote Student Wellness

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

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

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

2. Nutrition Guidelines

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

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

3. Plan for Measuring Implementation and Designation of Responsible Persons

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

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

4. Development of Policy

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

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

HEALTH SERVICES

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

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

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

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

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

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

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

Minor injuries will be treated by Learning Academy staff who have been trained in First Aid and CPR. As written and approved in ESU 7 policy, in the event that further medical attention is deemed necessary, parents/guardians will be notified immediately. In the event a child needs immediate medical care, they will be transported to the nearest medical facility.

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

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

Educational Service Unit 7 Process for Administering Medications
[Article V, Section 7, B Dispensing Medication policy](#) (Reviewed May 2024)

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



2. Authorizations for Non-Prescription Medications. Non-prescription medications may be administered provided that a caretaker's authorization is provided in the form established by the Administrator or designee and the medication is in its original packaging.
3. Renewal of Authorizations. Medication authorizations must be renewed annually and updated immediately as changes occur.
4. Documentation. Accurate medication administration records are to be kept and maintained. Documentation of each dose of medication administered shall be made reflecting the student's name, the name of the medication, date, time, dosage, route, the signature and title of the person administering the medication and any unusual observations, and any refusal by the recipient to take or receive the medication. Medication documentation shall be kept confidential in accordance with the policies and practices concerning student records, provided that medication administration records shall be available to the Department of Education and the Department of Health and Human Services Regulation and Licensure for inspection and copying according to the Family Education Rights and Privacy Act (FERPA) requirements. Such medication administration records shall be maintained for not less than two years.
5. Storage. Medication shall be stored in a locked or otherwise secure area in accordance with the manufacturer's or dispensing pharmacist's instructions or temperature, light, humidity, or other storage instructions. Only authorized personnel who are designated by the administration shall have access to the medications. The ESU 7 staff shall establish procedures for monitoring the storage and handling of medication, the medication's expiration date, and the disposal of medication.
6. Receipt and Disposal of Medications. Medication shall be delivered to ESU personnel and picked up by the parent/guardian or resident school district personnel when accompanied by a signed/dated permission to do so by the parent/guardian. When medication is received, the amount received should be documented. Medication that is either past the expiration date or not claimed by the parent/guardian a reasonable time following the student's departure from the ESU program shall be destroyed. **Disposal of medications are handled through a third party.**
7. Administration of Medication by ESU Personnel
 - a. Administration of Medication. Administration of medication includes, but is not limited to the following items:
 - i. Providing medications for another person according to the "five rights" (getting the right drug to the right recipient in the right dosage by the right route at the right time);
 - ii. Recording medication provision; and
 - iii. Observing, monitoring, reporting, and otherwise taking appropriate actions regarding desired effects, side effects, interactions, and contraindications associated with the medication.
 - b. Authorized ESU Personnel. Administration of medication shall only be done by the following personnel:

Medication Competent Staff. This means a staff member of the ESU who, by arrangement with the school in which the student is enrolled is an employee of the ESU for purposes of the medication administration laws and who has been determined to be competent to administer medication in accordance with the competency assessment standards established by law. A medication competent staff member is to be

subject to direction and monitoring, which involves the responsibility for observing and taking appropriate action regarding any desired effects, side effects, interactions, and contraindications associated with the medication. Direction and monitoring are to be done by a recipient with the capability and capacity to make an informed decision about medications, a caretaker, or the school nurse. Medication competent staff members are to promptly report any medication errors or concerns to the school nurse.

c. Routes of Medication Administered by ESU Personnel

i. Routine Medication via Oral, Inhalation, Topical, and Installation Routes. medication competent staff may provide routine medications (meaning the frequency of administration, amount, strength, and method are specifically fixed) by the following routes:

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

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

1. In the case of a medication competent staff member, a determination has been made by the school nurse or by the student’s physician or duly licensed health care professional that these activities can be done safely for the specified recipient by the medication competent staff member and the determination is placed in writing.
2. Directions for additional routes must be for recipient-specific procedures and must be in writing.
3. Directions for PRN medication must be in writing and include parameters for provision of PRN medication.
4. Directions for observing and reporting for monitoring medication must be in writing and include the parameters for the observation and reporting.
5. ESU personnel administering the medication shall comply with the written directions.

iii. Injections. A medication-competent staff member will be trained to administer medications by injection administration. Students may be authorized to self-administer medication as hereafter provided.

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

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

RESPONSE TO LIFE-THREATENING ANAPHYLAXIS

(Title 92, Chapter 59, Section 006)

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

Emergency Protocol:

1. Summon designated trained, nonmedical staff to implement emergency protocol.
2. Instruct someone to call 911.
3. Check airway patency, breathing, respiratory rate, and pulse.
4. Administer an IM EpiPenJr. for a child less than 50 pounds or an adult EpiPen for any individual over 50 pounds (In Nurses labeled cupboard in the office).
5. Follow with nebulized albuterol (premixed) while awaiting EMS. (Located in medical cupboard in the office).
6. Determine cause as quickly as possible.
7. Monitor vital signs (pulse, respiration, etc.).
8. Administer CPR, if indicated until EMS arrives.
9. Contact parents/guardians immediately and physician as soon as possible.
10. Any individual treated for symptoms with epinephrine at school will be transferred to medical facility.
11. Notify ESU 7's Student Services Principal, Special Education Director, and student's district administration.

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

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

written statement of refusal for this emergency action.

SAFETY

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

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

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

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

INTERNET SAFETY

[Article III, Section 7, G Internet Safety Policy](#) (Reviewed May 2024)

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

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

LEAVING THE CAMPUS

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

1. 911 may be called and the Student Services Principal notified. The school will provide them with a description of the student, time of departure, and general direction the student is traveling
2. Staff will try to intervene and encourage them to return to Learning Academy
3. Staff will follow them to keep the student visible



4. Parent/guardian will be notified
5. The resident school district will be notified
6. If a report is filed by the police, a copy will be provided to the parent/guardian.

WEAPONS

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

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

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

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

USE OF ALCOHOL / DRUGS / OTHER CONTROLLED SUBSTANCES

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

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

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

POSSESSION OF TOBACCO

ESU 7 is a non-smoking campus. Non-smoking includes the ban of electronic cigarettes, cigars, cigarettes, vapor products, and any alternative nicotine products or the use of tobacco

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

SEARCH AND SEIZURE

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

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

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

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

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

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

RESTRAINT AND SECLUSION

[Article V, Section 5, C, Restraint and Seclusion](#) (Reviewed May 2024)

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

Definitions

- A. **Physical Restraint.** Physical restraint means one or more persons using a physical hold to restrict a student's freedom of movement as a response to student behavior. A light

touch of a student while conducting a physical escort or touching to provide instructional assistance is not a physical restraint for purposes of this guidance.

- B. Seclusion. Seclusion is the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving as a response to student behavior.

Physical Restraint

- A. When Physical Restraint May be Used. Physical restraint may be used in the following circumstances:

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

Physical restraint may not be used in the following circumstances:

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

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

In determining whether a student who is being physically restrained should be removed from the area where such restraint was initiated, the staff shall consider the potential for

injury to the student, the student's privacy interests, and the educational and emotional well-being of other students in the vicinity.

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

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

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

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

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

Seclusion

- A. When Seclusion May be Used. Seclusion may be used in the following circumstances:
- When a student's behavior is so out of control that the student's behavior creates a risk of injury to the student or others;
 - When a student's behavior is so out of control that the student is causing substantial disruption to school activities and there is no other technique and no other place the student may be moved to prevent continued disruption;

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

Seclusion may not be used:

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

B. Conditions. Use of seclusion shall take into consideration the safety and security of the student.

Enclosures used for seclusion, other than enclosures used on a temporary basis, shall

- Have the same ceiling height as the surrounding room or rooms and be large enough to accommodate not only the student being isolated but also any other individual who is required to accompany that student.
- Be constructed of materials that cannot be used by students to harm themselves or others, be free of electrical outlets, exposed wiring, and other objects that could be used by students to harm themselves or others, and be designed so that students cannot climb up the walls (including walls far enough apart so as not to offer the student being isolated sufficient leverage for climbing).
- If an enclosure used for isolated time out is fitted with a door, the door shall either be a steel door or a wooden door of solid-core construction. If the door includes a viewing panel, the panel shall be unbreakable.
- Be designed to permit visual monitoring of and communication with the student sufficient to ensure the student's safety and security. For students who do not communicate verbally, arrangements shall be made to permit the student to periodically communicate the student's needs.
- If a locking mechanism is used on the enclosure, the mechanism shall be constructed so that it will engage only when a key, handle, knob, or other similar device is being held in position by a person, unless the mechanism is an electrically or electronically controlled one that is automatically released when the building's fire alarm system is triggered. Upon release of the locking mechanism by the supervising adult, the door must be able to be opened readily.

The procedures for use of seclusion include

- An adult who is responsible for supervising the student shall remain within close proximity of the enclosure.
 - The adult responsible for supervising the student must periodically check on the student visually if possible.
- C. Timeline. A student shall not be kept in seclusion for more than 20 minutes after the student ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which isolated time out would be an appropriate intervention.
- D. Training. Orientation will be provided to staff members who are anticipated to be involved in the use of seclusion. The orientation shall cover the procedures contained in this Guidance.

Documentation and Evaluation

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

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

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

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

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

LAW ENFORCEMENT NOTIFICATION OF STUDENTS WITH A VERIFIED DISABILITY

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

Students enrolled in ESU 7 Learning Academy that are determined to be a threat to themselves, others, the property of the Learning Academy, or any surrounding properties to the Learning Academy will be reported to local law enforcement as required by Nebraska Statute 79-293. Law enforcement will be provided with all information that law enforcement officials request and require to enforce the law they are required to enforce as per their regulations. By reading and signing the handbook consent form, you are consenting to the "notification of disability disclosure" and "actual disclosure of this disability information" should local law enforcement be called in regard to your child that warrants local law enforcement being called to intervene as per Nebraska Statute 79-293.

ESU 7 shall review [Article V, Section 5, D - Removal of Students and Interviews of Students](#)



Policy annually.

MANDATORY REPORTERS

[Article V, Section 5, A, Child Abuse and Neglect](#) (Reviewed May 2024)

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

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

NONDISCRIMINATION

ESU 7 and Learning Academy hereby give this statement of compliance and intend to comply with all state and federal laws prohibiting discrimination. ESU 7 and Learning Academy intend to take all necessary measures to assure compliance with all laws against any prohibited form of discrimination. ESU 7 and Learning Academy does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, gender identity or sexual orientation, or other protected status in its programs and activities, and provides equal access to designated youth groups. Complaints or concerns involving discrimination for students, employees, and others should be addressed to Marci Ostmeier, Professional Development Director/Title IX Coordinator, 2657 44th Avenue, Columbus, NE 68601 (402) 564-5753 (mostmeyer@esu7.org). [Title IX Policy of Non-Discrimination](#).

VIDEO SURVEILLANCE

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

REMOTE AND OR BLENDED LEARNING - CONFIDENTIALITY

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

Not allowed on video conferencing

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



- Recording the group video call by anyone not on staff with ESU 7.

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



SCHOOL CALENDAR 2024-2025

<p>14-15 - Level III In-Service Days (No School)</p> <p>16 - Student Start Date</p>	<p>AUGUST 2024</p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </tbody> </table>	S	M	T	W	Th	F	S					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	<p>FEBRUARY 2025</p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S							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		<p>14 - Staff Meeting (No School)</p> <p>20-21 - Level III In-Service (No School)</p>							
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Total Student Days -170





**STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT
2024-2025**

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

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

Not allowed on video conferencing

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

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

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

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

Student’s printed name

_____ Date _____
Student’s Signature

_____ Date _____
Parent/Guardian Signature

_____ Date _____
Student Services Principal or Designee Signature





STUDENT CONTACT INFORMATION
2024-2025

Student Name _____ Gender _____ Birth Date _____
Parent/Guardian _____ Relation to student _____
Street/Rural Address _____
PO Box _____ City _____ Zip Code _____
Home phone _____ Work Phone _____
Cell phone _____ Email _____

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

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

Additional Parent/Guardian _____ Relation to student _____
If same as above, check here ___ (then skip to phone #)
Street/Rural Address _____
PO Box _____ City _____ Zip Code _____
Home phone _____ Work Phone _____
Cell phone _____ Email _____

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

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

Emergency Contact #1 _____ Relationship to student _____
Street/Rural Address _____
PO Box _____ City _____ Zip Code _____
Home phone _____ Work Phone _____
Cell phone _____ Email _____

Emergency Contact #2 _____ Relationship to student _____
Street/Rural Address _____



PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____





STUDENT MEDICAL INFORMATION

2024-2025

Student Name _____

Please list all medications that this student takes

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

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

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



Vision problems	
Child's Name	
Speech problems	
Recent hospitalization	
Any other health concerns we should know about	
Physician Name	Phone
Counselor/Psychiatrist	Phone

Parent/Guardian please Initial each for Consent:

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

Parent/Guardian Signature _____ Date _____

Authorization expires one year following the date signed.





**STUDENT'S AGREEMENT FOR ACCEPTABLE USE OF COMPUTERS AND NETWORKS
2024-2025**

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

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

Student's Name _____

Student's Signature _____ Date _____

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

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





**PARENT'S AGREEMENT FOR ACCEPTABLE USE OF COMPUTERS AND NETWORKS
2024-2025**

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

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

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

Student's Name _____

Parent/Guardian Signature _____ Date _____

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





**MEDIA PERMISSION FORM
2024-2025**

Student _____

I give permission for my child to

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

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

Parent/Guardian Signature _____ Date _____





**EMERGENCY RELEASE OF INFORMATION AND CONSENT FOR CARE
2024-2025**

Student _____

I give permission for my child to

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

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

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

Parent/Guardian Signature _____ Date _____





**PARTICIPATION IN ACTIVITIES
2024-2025**

Student _____

I give permission for my child to

Yes _____ **No** _____ go on short trips to the library, park, bowling alley, grocery store, or various other local sites and participate in those activities that may be performed at those locations (ie. bowl, play on equipment, etc.) during the school day. Transportation will be either walking, ESU 7 owned vehicles, or by local transport companies.

Yes _____ **No** _____ go to various local businesses when they have earned a reward for going out to eat, special activities, special privileges (swimming at the Y, ordering lunch or a dessert from a restaurant, etc.)
Transportation will be either walking, ESU 7 owned vehicles, or by local transport companies.

Parent/Guardian Signature _____ Date _____





**MEDICATION DELIVERY INFORMATION FOR PARENTS
2024-2025**

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

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

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

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

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

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

Parent/Guardian Signature _____ Date _____





**PARENTAL AUTHORIZATION AND RELEASE FORM FOR ADMINISTRATION OF
OVER-THE-COUNTER MEDICATIONS
2024-2025**

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

Student Name _____

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

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

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

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

I hereby authorize the Learning Academy staff to administer the following over-the-counter medication/medications

Signature of Parent/Guardian _____ Date _____

This form is valid for 1 year from the date of signature. If you have any questions please feel free to contact us.
402-564-0815 Ex. 1008



April '24 Treasurer Report

Beginning Balance APRIL 1, 2024			\$80,415.63		
RECEIPTS					
Property taxes			\$99,837.00		
SPED			\$554,943.99		
General/Flow Through			\$77,764.78		
Grants			\$163,234.06		
TOTAL RECEIPTS			\$895,779.83	\$895,779.83	
				\$976,195.46	
Transfer to Money Market			\$0.00	-	
Total Funds Available				\$976,195.46	
DISBURSEMENTS:					
General Fund			\$259,933.78		
SPED			\$443,295.98		
Receipts as credits			\$0.00		
Grants			\$182,150.97		
Total DISBURSEMENTS Check #77789 thru #77918			\$885,380.73	\$885,380.73	-
Ending balance, APRIL 30, 2024				\$90,814.73	

Checking balance					\$90,814.73
Money Market Deposit Account at First National Bank					\$4,760,000.00
Money Market Deposit Account at First National Bank					\$100,000.00
Money Market Deposit Account at Bank of Clarks					\$100,000.00
Money Market Deposit Account at Columbus Bank & Trust					\$100,000.00
Certificate of Deposit - Great Western Bank					\$200,000.00
Certificate of Deposit - First National Bank-Columbus					\$100,000.00
Certificate of Deposit - First National Bank-Columbus					\$1,000,000.00
TOTAL CASH ON HAND (includes cash reserve)					\$6,450,814.73
CASH RESERVE	\$1,487,587.48				
Funds that are due to ESU 7					
Grants				(\$1,016,726.39)	
Production/Art Media Accounts Receivable			(\$12,650.28)		
Network Support Accounts Receivable			(\$368.00)		
Misc. Flow thru Accounts Receivable			(\$22,629.02)		
Outstanding Receivables				(\$35,647.30)	
Total due to ESU 7				(\$1,052,373.69)	

	2022-23	2023-24	2022-23	2023-24		
	Dollars Spent Per Month	Dollars Spent Per Month	Percentage spent each month	Percentage spent each month		
September	\$266,632.91	\$299,871.57	9.70%	10.08%	Total Budget	\$16,223,814.63
October	\$186,072.92	\$176,049.06	6.77%	5.92%	30% of budget	\$4,867,144.39
November	\$143,630.26	\$127,254.21	5.22%	4.28%	Earmarked set aside	\$6,717,000.00
December	\$192,654.08	\$207,245.41	7.01%	6.97%	Total budget spent to date	\$7,748,915.95
January	\$197,852.07	\$204,916.22	7.19%	6.89%		
February	\$221,903.94	\$177,900.54	8.07%	5.98%		
March	\$187,887.87	\$202,230.23	6.83%	6.80%		
April	\$208,157.75	\$194,760.45	7.57%	6.55%		
May	\$199,048.99		7.24%	0.00%		
June	\$200,189.85		7.28%	0.00%		
July	\$158,470.03		5.76%	0.00%		
August	\$262,542.38		9.55%	0.00%		
Approved Total General Budget for Levy \$			\$2,750,201.46	\$2,975,174.95		
Total Spent to date			\$2,425,043.05	\$1,590,227.69		
Dollars approved from cash reserve				\$0.00		

NOTES	
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Article I, Section 8, A Membership in Associations

The Board may hold memberships in such organizations and associations as it may from time to time determine appropriate.

The Board will list on the ESU’s website the organizations and memberships that the Board belongs to and the annual membership dues (if any) for such organizations and memberships, as well as the fees paid by the Board to any individual lobbyist or lobbying firm (if any).

Legal Reference:	LB 304 (2024)
Date of Adoption:	May 20, 2024
Date(s) of Review:	

Section 6 - Notice of Meeting

Article II, Section 6, A Notice to Public

Reasonable advance publicized notice shall be given for meetings that are subject to the Open Meetings Act. The notice shall give the time and place of the meeting and contain an agenda of subjects known at the time of the notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of ESU 7 during normal business hours and on the ESU 7 Website.

The Board will give advance notice of meetings by publishing such notice in a newspaper of general circulation within the ESU's jurisdiction, the Columbus Telegram and, if available, on such newspaper's website. **If a newspaper refuses, neglects, or is unable to timely publish such notice, then notice may be given by (1) posting on the newspaper's website, if available, and (2) posting such notice in conspicuous public places within the ESU. The Board Secretary shall keep a written record of such postings. ~~In addition to publishing, the Board may, in its sole discretion, also give advance notice of meetings by posting as an additional means of giving notice to the public. If notice is given by posting, the notice shall be posted on the front door of the principal office of the ESU and ESU 7 Website.~~**

For an emergency meeting, notice shall not be required to be given; however, the Board will complete minutes for such an emergency meeting as required by law.

The Board meetings that are subject to the notice requirement include all regular, special, or called meetings, formal or informal, of the ESU for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the ESU.

The notice requirement does not apply to:

1. Chance meetings or attendance at or travel to conventions or workshops of members of the Board at which there is no meeting of the Board intentionally convened, if there is no vote or other action taken regarding any matter over which the Board has supervision, control, jurisdiction, or advisory power.
2. Meetings of subcommittees unless a quorum of the Board attends or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of the Board.
3. Judicial or quasi-judicial proceedings, such as termination hearing proceedings.

Legal Reference:	§ 84-1409; § 84-1410 (5); 84-1411 (5)
Date of Adoption:	March 19, 2018
Date(s) of Revision:	October 19, 2020

	May 20, 2024
Date(s) of Review:	April 19, 2021 April 19, 2022

Article II, Section 9, F Public Comment

Members of the public will be permitted to speak at Board meetings at which a public forum is on the Agenda. Members of the public may also speak when invited to make a presentation or when recognized by the President. The Board is not required to allow members of the public to speak at each meeting. However, the Board will not forbid public participation at all meetings.

For all meetings of the Board, individual speakers shall have up to 3 minutes to address the Board, and the Board shall hear up to 30 cumulative minutes of public comment. The Board may vote to modify these time limits when the Board deems appropriate. The President may implement other reasonable requirements for public comment, consistent with the Open Meetings Act.

Members of the public will not be required to have their name placed on the agenda prior to the meeting in order to speak about items on the agenda.

Members of the public who desire to address the Board will be required to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the security of the individual.

~~The President shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions.~~

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against an ESU employee are not to be made for the first time at a public Board meeting without having followed the ESU complaint procedure, except in the case of a personnel hearing before the Board.

Legal Reference:	§ 84-1412 (1) (2) and (3)
Date of Adoption:	March 19, 2018
Date(s) of Revision:	August 16, 2021 May 16, 2022 May 20, 2024
Date(s) of Review:	November 21, 2022

Article III, Section 5, B General Guidelines

The procurement of goods and services for the ESU shall be secured in an efficient and economical manner. All legal requirements are to be followed and each purchase shall be within the mission, objectives and financial resources of the ESU. Competition between suppliers is considered to be desirable for the purpose of securing maximum value at a minimum cost.

Contracts for purchases, services, leases or rental and other agreements to encumber funds shall be made only with the approval of the Board or, where authorized by the Administrator or designee. **Notwithstanding anything to the contrary, no employee may enter into any agreement or understanding on behalf of the ESU that may financially benefit the employee, member of the employee’s immediate family, or a business with which the employee is associated, unless the Board approves such contract or arrangement in advance.**

Legal Reference:	
Date of Adoption:	September 13, 2018
Date(s) of Revision:	May 20, 2024
Date(s) of Review:	August 21, 2023

Article IV, Section 5, G Other Employment

Employees shall not perform duties unrelated to their employment duties during their regularly assigned schedule. In addition, employees shall not engage in employment which conflicts with their duties for the ESU.

Educational Service Unit 7 employees are expected to devote their time, skill, labor, and attention to ESU during the term of their employment; however, upon occasion they may undertake consultative work, speaking engagements, writing, lecturing, and other professional duties, provided they first obtain the written approval of the Administrator before engaging in these activities to ensure that no conflict of interest exists.

Outside Employment:

Employees of Unit 7 shall not engage in outside employment, conduct private business, or engage in activities that interfere with, or serve to be detrimental to, the faithful discharge of their duties and responsibility to ESU 7. Employees of ESU 7 shall not enter into contracts or agreements **(Whether written or oral)** with school districts, ~~or~~ parents, **or students pre-kindergarten through grade 12 enrolled in the ESU 7 school districts area, or any private entity (including a sole proprietorship) that directly serves or conducts business that provides, markets, sells, or offers any education-related services or products to any school district, parent, or student pre-kindergarten through grade 12 enrolled in ESU 7 school districts.** Employees of ESU 7 shall not use employment with ESU 7 to their advantage or for personal profit by providing services, which compete with services provided by ESU 7 during the course of their employment with ESU 7. Any request of an ESU 7 employee to provide a cross referral for non-education related services will be directed to their supervisor.

Employees are to notify the **ESU 7 Administrator** of outside employment **within five calendar days of accepting outside employment** to the extent such is required for the ESU to comply with Nebraska School Employees Retirement System Act or other laws, or Board policy.

Legal Reference:	
Date of Adoption:	February 18, 2019
Date(s) of Revision:	May 20, 2024

**ADDENDUM TO
CONTRACT OF EMPLOYMENT WITH ADMINISTRATOR**

THIS ADDENDUM to the Contract of Employment with Administrator is made by and between the Board of Education of Educational Service Unit Number 7, hereinafter referred to as the “Board,” and the Larianne Polk, hereinafter referred to as “Administrator,” as follows:

WHEREAS, on March 15, 2023, the Board and Administrator entered into a Contract for Employment, providing the terms and conditions of employment for the Administrator; and

WHEREAS, the Board and Administrator jointly desire to amend said Contract; and

NOW, THEREFORE, the Board and Administrator jointly agree that, effective July 1, 2024, Paragraph 1 of the Contract of Employment with Administrator should be and is hereby amended and completely restated as follows:

The Administrator shall be employed by the Board from July 1, 2024, through July 14, 2024. By executing this Addendum, the Administrator agrees to resign, and the Board accepts such resignation, effective July 14, 2024. As such, this Contract shall automatically, by its own terms, terminate at 11:59 pm on July 14, 2024.

The Parties further agree that, effective July 1, 2024, the “Salary” Paragraph of Paragraph 2 should be and is hereby amended and completely restated as follows:

For each day between July 1, 2024, and July 14, 2024 that the Administrator performs work for the benefit of the ESU, the Board shall pay the Administrator the amount of \$1,075.55 per work day, subject to mandatory withholdings and deductions. The Parties anticipate that there will be eight work days during this time period, but the Parties further acknowledge that there may be unexpected events that require the Administrator to work more than eight days during this time period.

All other provisions of said Contract shall remain in full force and effect.

<p>Executed this ____ day of May, 2024.</p> <p>Board of Education of Educational Service Unit Number 7</p> <p>By:</p> <p>_____</p> <p>Authorized Representative</p>	<p>Executed this ____ day of May, 2024.</p> <p>_____</p> <p>Larianne Polk, Administrator</p>
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CONTRACT OF EMPLOYMENT WITH INTERIM ADMINISTRATOR OF
EDUCATIONAL SERVICE UNIT 7
COLUMBUS, NEBRASKA

THIS CONTRACT OF EMPLOYMENT is made by and between the Board of Educational Service Unit 7 (ESU 7), hereinafter referred to as "the Board", and Kris Elmshaeuser hereinafter referred to as "the Interim Administrator".

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 24th day of April, 2024, the Board hereby agrees to employ the Interim Administrator, and the Interim Administrator hereby agrees to accept such employment subject to the following terms and conditions:

Section 1. Term of Contract. The Interim Administrator shall be employed on the 15th day of July, 2024, and expiring on the 30th day of June, 2025, excluding Saturdays, Sundays and legal holidays. A "contract year" for purposes of this Contract shall be from July 15 to June 30 for 196 days.

Section 2. Total Compensation:

Salary. The annual salary for the 2024-2025 contract year shall be: \$144,000.00. Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff employees of the Educational Service Unit. The Interim Administrator's salary shall not be reduced during the term of this Contract.

In consideration of this annual salary, the Interim Administrator agrees to perform faithfully, duties of the Interim Administrator in and for the Educational Service Unit as prescribed by the laws of the State of Nebraska and by the rules and regulations promulgated by the Board thereunder.

Fringe Benefits. The Interim Administrator will receive LTD Premium reimbursement: \$534.24 and Life Insurance: \$66.00.

Leave Benefits. For the purpose of this section, the term "working days" shall not include any Saturday, Sunday, legal holiday, or break as indicated on Educational Service Unit Board approved calendar. Paid leave is available to the Interim Administrator when the following specific conditions are met: (1) the Interim Administrator is currently employed by ESU 7 and (2) the paid leave day is taken on a day Administrator would otherwise be expected to be at work.

(a) Sick Leave: The Interim Administrator shall be entitled to 10 sick leave days during the year of this contract.

(b) Personal Leave: The Interim Administrator may receive up to 2 personal leave days during the year of this contract. Personal leave days may be used at the Interim Administrator's sole discretion, provided that the Interim Administrator makes reasonable efforts not to use them when such use would interfere with the Interim Administrator's ability to attend the Board's meetings.

Meetings and Dues: The Interim Administrator shall attend appropriate professional meetings at the local and state levels provided that such attendance does not interfere with the proper performance of Interim Administrator's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by ESU 7 consistent with Board policies. In addition, ESU 7 shall pay the Interim Administrator's annual dues to the following organization: Nebraska Council of School Administrators (NCSA).

Transportation. The reasonable and necessary expenses of transportation required in the performance of Interim Administrator's official duties shall be reimbursed at the rate set by the Board for ESU 7 travel.

Indemnification. ESU 7 shall, to the extent permitted by law, defend, hold harmless, and indemnify the Interim Administrator from any and all demands, claims, suits, actions, and legal proceedings brought against the Interim Administrator in the Interim Administrator's individual capacity or the Interim Administrator's official capacity as an agent or employee of ESU 7, provided that the incident arose while the Interim Administrator was acting (or, in good faith, reasonably believed that the Interim Administrator was acting) within the scope of the Interim Administrator's employment with ESU 7 and ESU 7 is not in an adverse position in the legal proceedings. This provision shall not apply to criminal proceedings against the Interim Administrator and shall not obligate ESU 7 beyond any applicable insurance coverage ESU 7 has available.

Section 3. Professional Status. The Interim Administrator hereby affirms that the Interim Administrator is not under contract with another school board or educational service unit covering any part of or all of the same terms provided in this Contract. The Interim Administrator further affirms that throughout the term of this Contract she will hold a valid and appropriate certificate to act as an Educational Service Unit Interim Administrator in the State of Nebraska.

Section 4. Interim Administrator's Duties. The Interim Administrator agrees to perform faithfully the duties of the position as prescribed by the laws and regulations of the State of Nebraska; the policies, rules and regulations promulgated by the Board; the Interim Administrator Job Description; and the directives of the Board.

Section 5. Board - Interim Administrator Relationship. The Board shall have primary responsibility for formulating (in collaboration with the Interim Administrator) and adopting Board policy. The Interim Administrator shall be the chief administrative officer for the Educational Service Unit, and shall have primary responsibility for implementation of Board policy. The Interim Administrator shall be responsible for development of regulations and rules consistent with Board policy and shall communicate with the board about these regulations and rules. In the absence of Board policy on matters which require prompt action, the Interim Administrator shall have the authority to act using the Interim Administrator's professional judgment and consistent with legal requirements; provided that the Interim Administrator shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, not to interfere with or usurp the duties or responsibility of the other party. The Board, individually and collectively, will promptly refer all criticisms, complaints, and suggestions called to its attention to the Administrator for action, study and/or recommendation, as appropriate.

Section 6. Contract Termination. Throughout the term of this Contract the Interim Administrator may be discharged if she materially breaches any provision of this Contract, or performs any act which substantially inhibits his/her ability to discharge his/her duties as Interim Administrator, including, but not limited to: (a) upon cancellation, termination, revocation, or suspension of the Nebraska Administrative and Supervisory

Certificate, or the Nebraska Professional Administrative and Supervisory Certificate by the State Board of Education; (b) breach of any of the material provisions of this Contract; (c) for any of the reasons set forth in this employment contract; (d) incompetency; (e) neglect of duty; (f) unprofessional conduct; (g) insubordination; (h) physical or mental incapacity; or (i) conviction of a felony. The procedures for cancellation during the term of the contract shall be in accordance with the applicable Nebraska Revised Statutes.

Section 7. No Penalty for Release or Resignation. There shall be no penalty for release or resignation by the Interim Administrator from this Contract; provided no resignation shall become effective until expiration of the Contract unless accepted by the Board and the Board shall fix the time at which the resignation shall take effect.

Section 8. Disability. Should the Interim Administrator be unable to perform his/her duties by reason of illness, accident or other disability beyond his/her control, and such disability shall continue for more than six (6) continuous 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.

Section 9. Deductions. This Contract shall conform to the statutes and regulations governing deductions from compensation. ESU 7 shall withhold other deductions as the Interim Administrator and Board may agree.

Section 10. Governing Laws. The parties shall be governed by all applicable state and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

Section 11. Amendments to be in Writing. This Contract may be modified or amended only by a writing duly authorized and executed by the Interim Administrator and the Board.

Section 12. 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.

IN WITNESS WHEREOF, the parties have executed this Contract on the date indicated below.

Executed by the Board this 20th day of May, 2024.

President, Educational Service Unit 7 Board

Secretary, Educational Service Unit 7 Board

Executed by the Interim Administrator this 6 day of May, 2024.


[Kris Elmshaeuser \(May 6, 2024 16:19 CDT\)](#)

Kris Elmshaeuser

Interim ESU 7 Administrator contract - 2024-25

Final Audit Report

2024-05-06

Created:	2024-05-06
By:	Linda Shefcyk (lshefcy@esu7.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz1NMU5XUiyZiMmaip8b94SNQn-PQ7elv

"Interim ESU 7 Administrator contract - 2024-25" History

-  Document created by Linda Shefcyk (lshefcy@esu7.org)
2024-05-06 - 4:57:11 PM GMT
-  Document emailed to Kris Elmshaeuser (kelmshae@gmail.com) for signature
2024-05-06 - 4:58:02 PM GMT
-  Email viewed by Kris Elmshaeuser (kelmshae@gmail.com)
2024-05-06 - 5:08:39 PM GMT
-  Document e-signed by Kris Elmshaeuser (kelmshae@gmail.com)
Signature Date: 2024-05-06 - 9:19:32 PM GMT - Time Source: server
-  Agreement completed.
2024-05-06 - 9:19:32 PM GMT



CONTENT REQUIRED FOR THIS TRAINING

Part 1: The Signs and Symptoms of Mental Health in Students.

Part 2: Positive Behavioral Intervention Supports and Teaching Strategies.

Part 3: Verbal Intervention and De-escalation Strategies



TO LISTEN AND LEARN MORE ABOUT THE BIT & TSA TRAINING, VISIT THE ESUCC'S SHOW, THE GOOD LIFE EDU PODCAST ON APPLE PODCAST OR WHEREVER YOU GET YOUR PODCASTS!



bit.ly/TheGoodLifeEDU



From: Joan Wade jwade@aesas.us
Subject: Congratulations on Your Selection to the AESA Leadership Academy!
Date: May 8, 2024 at 2:19 PM
To: lpolk@esu7.org



Dear Larianne,

I am thrilled to extend my heartfelt congratulations to you on your acceptance into the inaugural cohort of the AESA Leadership Academy! Your selection is a testament to your leadership qualities and your dedication to advancing your organization's initiatives.

The AESA Leadership Academy offers a unique opportunity to engage with and learn from distinguished leaders in the field. You will be part of a transformative experience that will enhance your skills and broaden your perspectives. This is an honor that speaks to your professional accomplishments and your potential to influence positive change in education.

Attached to this email is a welcome letter that includes important dates and detailed travel information to assist you with your planning – please read it carefully. Additionally, we are pleased to share additional information from ACES International regarding the exciting international travel opportunities that will be a part of your academy experience.

As you prepare to embark on this exciting journey, please know that we are incredibly proud of your achievement and are confident that your participation in the program will yield significant benefits for your career and the educators you serve.

Please do not hesitate to reach out if you have any questions or need further information. We are here to support you every step of the way.

Once again, congratulations on this remarkable achievement. We look forward to seeing the impact of your continued growth and leadership.

Leadership Matters,

Joan



Joan H. Wade EdD

Executive Director

920-420-8822

jwade@aesas.us

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Ripon, WI 54971

www.aesas.us



2024-25 L.A. ACES TRAVEL 5.2.2024_AESA
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From: Larianne Polk lpolk@esu7.org 
Subject: July 1, 2023 - May 20, 2024
Date: May 10, 2024 at 9:52 AM
To: Mindy Reed mreed@esu7.org



Please review that this is what I have done for you in the past

LPolk - Vacation Leave
Beginning Date: 7/1/23
Ending Date: 5/20/24
Hours: 79

Start Date	Calendar	Title	Hours
7/5/23	LPolk - Leave	Vacation	9
7/6/23	LPolk - Leave	Vacation	3
7/6/23	LPolk - Leave	Vacation	4
7/7/23	LPolk - Leave	Vacation	2
7/21/23	LPolk - Leave	Vacation	2
8/30/23	LPolk - Leave	Vacation	2.75
8/31/23	LPolk - Leave	Vacation	2.5
9/1/23	LPolk - Leave	Vacation	2
9/1/23	LPolk - Leave	Vacation	1.5
9/1/23	LPolk - Leave	Vacation	2
11/3/23	LPolk - Leave	Vacation	4.5
11/3/23	LPolk - Leave	Vacation	3.5
11/22/23	LPolk - Leave	Vacation: Out of Office	7
2/9/24	LPolk - Leave	Out of Office: Vacation	4.5
2/9/24	LPolk - Leave	Out of Office: Vacation	3.5
3/25/24	LPolk - Leave	Vacation: Out of Office	4.5
3/25/24	LPolk - Leave	Vacation: Out of Office	3.5
3/26/24	LPolk - Leave	Vacation: Out of Office	2.5
3/26/24	LPolk - Leave	Vacation: Out of Office	1.5
3/27/24	LPolk - Leave	Vacation: Out of Office	1.5
3/27/24	LPolk - Leave	Vacation: Out of Office	2.25
3/27/24	LPolk - Leave	Vacation: Out of Office	3
3/28/24	LPolk - Leave	Vacation: Out of Office	4.5
3/28/24	LPolk -	Vacation: Out of Office	2



Larianne Polk Ed.D.

Chief Administrator

Strategic · Responsibility · Relator · Achiever · Significance

Educational Service Unit 7

Address: 2657 44th Ave., Columbus, NE 68601

Phone: (402) 564-5753 Ext.1001

Mobile: (402) 720-4977

Website: www.esu7.org

Lead • Support • Customize • Innovate





ESU 7 Goals 2023-2024

Board of Directors

- **Goal 1:** By July 2024, the ESU 7 board will create, roll out, and operationalize a formalized process for board recruitment, onboarding, mentoring, and boardsmanship.
 - Pre-Post engagement survey
 - Pre-Post process survey
- **Goal 2:** By July 2024, the ESU 7 board will attend at least two professional/personal learning events annually.
 - Pre-Post data
- **Goal 3:** By July 2024, the ESU 7 board will attend the corresponding school district board meetings at least once every two years to report the tailored services provided by ESU 7 and the outcomes measured.
 - Pre-Post data
- **Goal 4:** By July 2024, the ESU 7 board will create, roll out, and operationalize communication materials detailing tailored services and outcomes.
 - Pre-Post data

Administrator

- **Goal:** By 2024, use a process to allocate human, fiscal and physical resources in order to maintain (optimize) and develop (innovate) quality services
 - Actions:
 - Operationalize a data rich system to determine services to sunset, modify, and add.
 - Leadership to attend and establish the AESA Business Strategy Framework to learn of alternative funding options
 - Implement system to measure impact of services delivered
 - Work with the board to create long term plan for physical resource allocation
 - Strengthen long term plan for human capital allocation.

Directors

- **Goal 1:** By 2026, ESU 7 will use an established process to measure implementation and impact of targeted services.
- **Goal 2:** By 2024, use a process to allocate human, fiscal and physical resources in order to maintain (optimize) and develop (innovate) quality services.

Agency Team

- **Goal:** By January 2025, ESU 7 will host a professional development regional conference for stakeholder schools and internal ESU 7 staff.



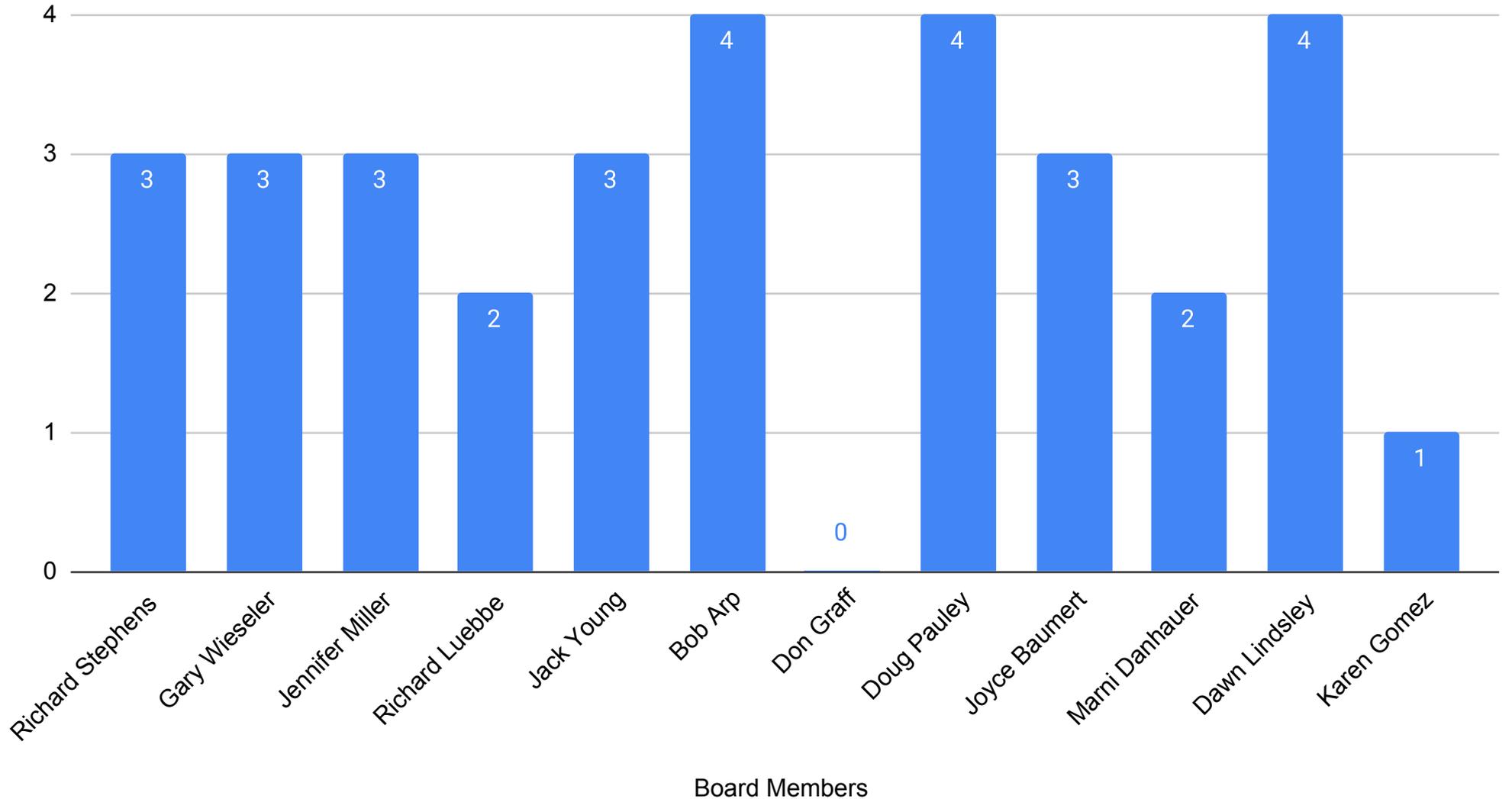
Departments

- Administration:
 - Goal 1: By July 2024, ESU 7 Administrative processes will be highly functional.
 - Goal 2: By July 2024, the Administration Department will explore accounting software programs.
- Cen7ter: Each semester at Cen7ter will prioritize job sites that we can navigate to and from in a timely manner.
- Early Childhood: By May 2025, All ESU 7 PAC members will confidently implement changes needed to IEP/IFSP/MDT processes based on Part B CAPs and new information from NDE and school lawyers.
- Grants:
 - Goal 1: By May 2023, the Grants Department will collect needs assessment data that will be compared to find areas of similarities. Similarities will lead to collaborative opportunities.
 - Goal 2: By May 2024, the Grants Department members will enhance the skills needed to train adult learners.
- Learning Academy: Given data through evidenced-based assessments, we will individualize academic and behavioral interventions as evidenced by implementation of intervention groups by October 23, 2023.
- Mental Health: By May 2024, the Mental Health Department will improve our data collection system to analyze trends and drive service delivery.
- Migrant: Create a framework identifying steps to plan for student services, enrichment programs, and educating communities about MEP.
- Network Operations: During the 23-24 school year, the Technology Department will enhance technology support by establishing subcategories, streamlining feedback processes for projects and tickets, and strengthening training and documentation resources.
- Production:
 - Goal 1: By May 2023, develop and implement a process to manage workflow with limited staff.
 - Goal 2: By May 2024, the Production Department will create a training process for our customers, which will be deployed by Spring, to enable them to fill out order forms properly.
- Professional Development:
 - Goal 1: By May 2023, we will design and implement methods for supporting districts amidst the current educational landscape.
 - Goal 2: By May of 2024, the PD Department will effectively leverage internal expertise to enhance the efficiency of internal and external communication.



- Psychology: By May 2024, the School Psychology Department will assist ESU 7 districts in improving pre-referral processes and data collection.
- Speech: By May 2024, the SLP Department will create a service delivery framework to aid in determining an appropriate service delivery plan (e.g., appropriate IEP minutes, service delivery model, etc.) based on current research, severity, and verification.
- Vision: By May 2024, the Vision Department will create a landing page that will introduce vision staff, services provided, resources and links to support students with visual impairments.

Goal 2 - Professional Events 2023-2024



James B. Gessford
Daniel F. Kaplan
Gregory H. Perry
Joseph F. Bachmann*
R. J. Shortridge*
Joshua J. Schauer*
Derek A. Aldridge**
Justin J. Knight***
Charles Kaplan
Haleigh B. Carlson
Sara J. Tonjes



PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.

Of Counsel
Thomas M. Haase

*Also admitted in Iowa
** Also admitted in Kansas
***Also admitted in Colorado

Ernest B. Perry (1876-1962)
Arthur E. Perry (1910-1982)
R.R. Perry (1917-1999)
Edwin C. Perry (1931-2012)

LEGISLATIVE RECAP MEMO

The Nebraska Legislature has been active the past two years, especially in the area school law. This Memorandum covers the general legal (and practical) requirements from this past legislative session. Note that this is a not a comprehensive analysis of every facet of every school law-related bill. Instead, this Memorandum is intended to serve as a guide to help schools prepare to comply with these new requirements over the upcoming summer months.

A. Option Enrollment

LB 1329 changes Nebraska's option enrollment laws. Under the new law (effective during the 2024-2025 school year), a student may option once during elementary school, once during middle school or junior high school, and once during high school for a total of three times, subject to certain exceptions. The law does not address retroactive option students (including those students who have already optioned and want to option again) or who will track a student's total number of options. Nonetheless, this law ends Nebraska's traditional rule of one option per student.

In addition, LB 1329 changes the procedures for students optioning into and from districts. Under the new law, if a student is an option student, the student needs a release only from the option district (instead of the student's resident district). This change removes the student's resident district from option decisions if the student is an option student.

B. Training

LB 1329 softened the training requirements for the statute's mandated trainings. Instead of a defined amount of time (such as one hour), the identified trainings need only be as long as the School Board reasonably determines. This development will require each School Board to approve the trainings identified by the administration. As a result, we recommend the following be added to the July or August Board agenda each year to make sure the Board approves as reasonable the required staff trainings:

Agenda Item: Review, consider, and approve the required staff trainings, as presented, as reasonable in length of time.

Motion Language: I move to approve the required staff trainings, as presented, during the 2024-2025 school year as reasonable and appropriate for the District.

C. Preschool

LB 71 will allow kindergarten-eligible students to remain in preschool. This new law initially conflicts with current NDE Rule 11, though NDE has stated that it intends to revise Rule 11 in response to LB 71. To be sure: the new law allows schools to continue kindergarten-aged students in preschool. But the new law does not require a school to serve a student beyond age five. For Districts already at preschool capacity, it may be easier to adopt a policy that states that the preschool program is at capacity and will not allow kindergarten-aged students to remain in preschool. For Districts open to allowing kindergarten-aged students to continue in preschool, a different policy may be appropriate to identify the priorities for preschool enrollment.

D. Truancy

LB 1329 revises the truancy statutes to add a firm deadline for schools to provide services to address barriers for a student's attendance. Under the new law, once a student has missed twenty days of school, the school is required to write to the parents about the student's excessive absences and meet with the parents or guardians to address the excessive absences. In addition, from now on, any educational evaluations must be agreed to by the student's parent or guardian before the school initiates an educational evaluation.

E. LB 304

LB 304 requires each school district to post on its website each (1) organization to which the board belongs and those dues; and (2) fees paid to any lobbyists (other than those dues paid to organizations). To be clear, this requirement only applies to the organizations and associations that the school board (not individual employees) belong, even if the board pays an employee's membership dues directly.

LB 304 does not include dates or timeframes, so the law does not make clear how far back the board needs to list its organizations and lobbyist dues, or whether the website needs to be updated after each board meeting, and so forth.

In light of this uncertainty, the following is sample language that you could use to list the board's memberships on your website:

The Board of Education is a member of the following organizations and associations and pays the corresponding amounts as dues to each organization or association: [List organizations]

The Board of Education has paid the following amount to an individual lobbyist or lobbying firm over the past 12 months: [Insert amount]

OR

The Board of Education does not pay any fees to any individual lobbyist or lobbying firm.

This information will be updated periodically. Any interested person is encouraged to review the Board Meeting agendas and minutes for any updates.

F. FAFSA

Last year, LB 705 implemented the FAFSA requirement for graduation. NDE has circulated the opt-out form for those students who do not want to complete the FAFSA. One of the three bases for a student opt-out is if the principal determines that “good cause” exists to excuse the student from completing the FAFSA. The law does not define what constitutes “good cause.” In light of the ongoing FAFSA issues, it is possible that some schools may need to determine that “good cause” exists for delays in the FAFSA process itself. Although this concern may be premature, schools would be wise to use the summer months to determine how this FAFSA process will be tracked for all students—particularly in larger districts with hundreds of high school students.

G. Retention

LB 71 gives parents more authority to require their student to retake a grade level. For students in grades kindergarten through fourth grade, a parent may require their student retake a grade level if the student meets one of the following qualifications: (1) academic needs, (2) illness, or (3) excessive absenteeism. Students in grades 5 through 12 may only be retained by the parent due to excessive absenteeism. Since these qualifications for retention must occur during the school year, and the parents must follow the process outlined in the new law before retaining their student, students are likely only able to be retained by parents beginning in the 2025-2026 school year.

H. Open Meetings Act

LB 43 requires that public comment be allowed at every board meeting, beginning July 19, 2024. This new public comment requirement includes special meetings, retreats, workshops, hearings, interviews, and the like. All other reasonable rules for public comment (including time limits) remain in place, and those rules could be different for regular meetings and all other meetings. This will be a decision that each board will need to make to comply with the new law.

In addition, LB 287 eased the newspaper publication requirements. From now on, if a newspaper refuses, neglects, or is unable to timely publish notice of a board meeting, then the board may give notice by (1) posting the notice on the newspaper's website (if available) and (2) posting the notice in conspicuous places within the district. This is a helpful tool in case your newspaper does not or cannot publish a notice on time.

I. Records Requests

Under current law, any person in the world could submit a public records request and be entitled to the first four hours of staff time spent responding to the request. If the school anticipated the records request requiring more than four hours of staff time, the school could require the requester to submit a deposit for the staff time in excess of four hours. LB 43 significantly changes this process. Beginning July 19, 2024, any Nebraska residents and news media (regardless of location) are entitled to the first eight hours of staff time for free. In addition, non-residents will no longer be entitled to any free time, so third party vendors (like SmartProcure and OpenTheBooks) will be required to pay for all records requests.

With that being said, the new law does not define how a school should determine a resident or non-resident requester. As part of the new records request process, schools should begin planning to request residency information in response to a records request where the domicile of the requester is not known.

J. Purchasing

LB 1300 imposed new requirements to ensure that no public technology contracts (including contracts with public schools) are awarded to any "scrutinized company" (companies operated or owned by foreign adversaries). The following language could be used for technology contracts to meet the new law's requirements:

Pursuant to federal and state law, the Company hereby certifies that: (1) the Company is not a "scrutinized company" (as defined by state and federal law); (2) the Company will not subcontract with any "scrutinized company" for any aspect of the performance of this Agreement; and (3) that any products or services to be provided under this Agreement do not originate with any "scrutinized company." The Company agrees to immediately notify the School District if anything in this certification is no longer accurate.

K. Contracting with Self

LB 287 adds a new conflict of interest provision for public employees. Under these new parameters, any public employee whose annual salary and benefits totals at least \$150,000 may not use their official duties to financially benefit themselves or their family. Evidently, a situation arose in a Nebraska city where a city council gave the city manager the authority to enter into contracts for up to a certain amount of money. That city manager then apparently contracted with an immediate family member that, in the end, financially benefitted the city manager. In response, the Legislature amended the conflict of interest statutes to prohibit this type of arrangement. As a standard rule for school administrators, any contract that would financially benefit the administrator or administrator's immediate family (like hiring a spouse's company to mow the school lawn in the summer) should be approved by the Board of Education (instead of the administrator unilaterally signing the contract).