

BOARD OF EDUCATIONAL SERVICE UNIT NO. 13 (ESU 13)

Our Mission

Serve, support, and empower

Our Vision and Beliefs

Achieving educational excellence for all learners through strong partnerships,
service, and leadership by...

Collaborating with schools, families, and communities

Serving with equity, efficiency, and integrity

Communicating effectively

Leading with innovation

Agenda

Tuesday, June 17, 2025

Location - ESU 13 Main Office, 4215 Avenue I, Scottsbluff, NE 69361

Dinner - 6:30 PM

Regular Meeting - 7:00 PM

A. Call to Order

1. Meeting is governed by the Nebraska Open Meetings Act as posted.
2. The ESU 13 Board reserves the right to rearrange the order of the agenda.
3. The ESU 13 Board reserves the right to convene an executive session in accordance with § 84-1410.

B. Excuse Absent Board Member(s)

C. Approval of Agenda

1. Consent Action Items
 - a. Minutes of meeting (May regular meeting)
 - b. Treasurer's Report
 - c. Fund Balance
 - d. Budget Report
 - e. Claims for Disbursement

D. Calendar

- **July 15, 2025 - Regular Board Meeting (on Agenda for vote)**
- **July 28, 2025 - NASB Leadership Workshops for Board Presidents, Vice Presidents, Superintendents, and ESU Administrators - Gering Civic Center**
- **August 12, 2025 - All Staff In-Service**
- **August 19, 2025 - Regular Board Meeting - Harms Center, Room 188**
- **August 20, 2025 - ESU 13 Administrative Advisory Council, Main Office - 2:00 PM**
- **August 20, 2025 - NASB Area Membership Meeting, Gering Civic Center**
- **December 3-5, 2025 - AESA Annual Conference - Colorado Springs, CO**

E.

F. Public Forum:

Time limit for each person is three (3) minutes; no response or action taken by the Board.

G. Reports

1. Megan Macy - Yay Sports Camp Review
2. School Law Seminar - June 11-12, 2025 (Winchester)
3. Head Start Director's Report, Policy Council, and Financial Reports.
Policy Council did not meet in May. There are no minutes or Director's Report.
4. Administrator's Report
5. Board Committee Reports
 - a. Appointment of Mandy Plog to Board Committees
President Sinner will formally appoint Mandy Plog to the Policy/Legislative Committee, the Finance Committee, and the Negotiations/Personnel Committee.
6. Board Member Comments
 - a. Election District #11 Board Vacancy

H. Business

1. Proposed New Board Policy on Federal Stipends - Final Reading
This is the Final Reading of the new Board Policy on Federal Stipends.
2. Proposed Amendments to Board Policy Article 6, Section 7, and Article 4, Section 5
The Policy/Legislative Committee met on May 17, 2025, to review Article 6, Section 6 (Student Fees), Section 7 (Transportation), Section 8 (Use of Building and Property), and Section 9 (Other). The Committee recommends that the proposed amendments to Article 6, Section 7 and 8, and Article 4, Section 5 be adopted as presented and waive the second reading.
3. Cancellation of the July Board Meeting
Cancellation of the July regular meeting would be based on necessity of the agenda. In the event the meeting does not take place, Board approval of the July claims listing will be needed to pay the General Fund claims. Desira will email Board members the claims listing for approval via email. This action will be ratified at the August Board meeting.
4. 2025-2026 Student Program Handbooks
Annually, the Board will review and approve the Meridian, LifeLink, and Panhandle Beginnings Student Handbooks.

5. 2025-2026 Employee Handbook
Annually, the Board will review and approve the Employee Handbook.
6. Director Evaluation Instrument
Proposed updates to the Director Evaluation Instrument.

I. Adjournment

Nebraska Open Meetings Act

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

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

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

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

- (1)(a) Public body means (i) governing bodies of all political subdivisions of the State of Nebraska, (ii) governing bodies of all agencies, created by the Constitution of Nebraska, statute, or otherwise pursuant to law, of the executive department of the State of Nebraska, (iii) all independent boards, commissions, bureaus, committees, councils, subunits, or any other bodies created by the Constitution of Nebraska, statute, or otherwise pursuant to law, (iv) all study or advisory committees of the executive department of the State of Nebraska whether having continuing existence or appointed as special committees with limited existence, (v) advisory committees of the bodies referred to in subdivisions (i), (ii), and (iii) of this subdivision, and (vi) instrumentalities exercising essentially public functions; and
- (b) Public body does not include (i) subcommittees of such bodies unless a quorum of the public body attends a subcommittee meeting or unless such subcommittees are holding hearings, making policy, or taking formal action on behalf of their parent body, except that all meetings of any subcommittee established under section 81-15,175 are subject to the Open Meetings Act, (ii) entities conducting judicial proceedings unless a court or other judicial body is exercising rulemaking authority, deliberating, or deciding upon the issuance of administrative orders, and (iii) the Judicial Resources Commission or subcommittees or subgroups of the commission;
- (2) Meeting means all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body; and
- (3) Virtual conferencing means conducting or participating in a meeting electronically or telephonically with interaction among the participants subject to subsection (2) of section 84-1412.

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

- (1) Any public body may hold a closed session by the affirmative vote of a majority of its voting members if a closed session is clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual and if such individual has not requested a public meeting. The subject matter and the reason necessitating the closed session shall be identified in the motion to close. Closed sessions may be held for, but shall not be limited to, such reasons as:
 - (a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;
 - (b) Discussion regarding deployment of security personnel or devices;
 - (c) Investigative proceedings regarding allegations of criminal misconduct;
 - (d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;
 - (e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or
 - (f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

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

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

- (3) Any member of any public body shall have the right to challenge the continuation of a closed session if the member determines that the session has exceeded the reason stated in the original motion to hold a closed session or if the member contends that the closed session is neither clearly necessary for (a) the protection of the public interest or (b) the prevention of needless injury to the reputation of an individual. Such challenge shall be overruled only by a majority vote of the members of the public body. Such challenge and its disposition shall be recorded in the minutes.
- (4) Nothing in this section shall be construed to require that any meeting be closed to the public. No person or public body shall fail to invite a portion of its members to a meeting, and no public body shall designate itself a subcommittee of the whole body for the purpose of circumventing the Open Meetings Act. No closed session, informal meeting, chance meeting, social gathering, email, fax, or other electronic communication shall be used for the purpose of circumventing the requirements of the act.

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

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

- (1)(a) Except as provided in subsection (9) of this section, each public body shall give reasonable advance publicized notice of the time and place of each meeting as provided in this subsection. Such notice shall be transmitted to all members of the public body and to the public.
- (b)(i) Except as provided in subdivision (1)(b)(ii) of this section, in the case of a public body described in subdivision (1)(a)(i) of section 84-1409 or such body's advisory committees, such notice shall be given by:
 - (A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and
 - (III) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper; or
 - (B)(I) Posting to the newspaper's website, if available, and (II) posting to a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper.
- (ii) In the case of the governing body of a city of the second class or village, any advisory committee of such governing body, or the governing body of a rural or suburban fire protection district, such notice shall be given by:
 - (A)(I) Publication in a newspaper of general circulation within the public body's jurisdiction that is finalized for printing prior to the time and date of the meeting, (II) posting on such newspaper's website, if available, and (III) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers. Such notice shall be placed in the newspaper and on the websites by the newspaper;
 - (B)(I) Posting to the newspaper's website, if available, and (II) posting on a statewide website, if available, established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of a newspaper of general circulation within the public body's jurisdiction is to be

finalized for printing prior to the time and date of the meeting. Such notice shall be placed in the newspaper and on the websites by the newspaper; or (C) Posting written notice in three conspicuous public places in such city, village, or district. Such notice shall be posted by the public body in the same three places for each meeting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;
- (b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;
- (c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making virtual conferencing available at an instate location to members, the public, or the press, if requested twenty-four hours in advance;
- (d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;
- (e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act; 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 instate location for virtual conferencing as required by subdivision (6)(c) of this section, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting, either in paper or electronic form. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

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

- (1) Each public body shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed.
- (2) Any action taken on any question or motion duly moved and seconded shall be by roll call vote of the public body in open session, and the record shall state how each member voted or if the member was absent or not voting. The requirements of a roll call or viva voce vote shall be satisfied by a public body which utilizes an electronic voting device which allows the yeas and nays of each member of such public body to be readily seen by the public.
- (3) The vote to elect leadership within a public body may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- (4) The minutes of all meetings and evidence and documentation received or disclosed in open session shall be public records and open to public inspection during normal business hours.
- (5) Minutes shall be written or kept as an electronic record and shall be available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing or keeping the minutes is absent due to a serious illness or emergency.
- (6) Beginning July 31, 2022, the governing body of a natural resources district, the city council of a city of the metropolitan class, the city council of a city of the primary class, the city council of a city of the first class, the county board of a county with a population greater than twenty-five thousand inhabitants, and the school board of a school district shall make available on such entity's public website the agenda and minutes of any meeting of the governing body. The agenda shall be placed on the website at least twenty-four hours before the meeting of the governing body. Minutes shall be placed on the website at such time as the minutes are available for inspection as provided in subsection (5) of this section. This information shall be available on the public website for at least six months.

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

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

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

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

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

Revised 06/2025

OFFICIAL MINUTES, BOARD OF EDUCATIONAL SERVICE UNIT NO. 13

Tuesday, May 20, 2025

The regular meeting of the Board of Educational Service Unit No. 13 (ESU 13) was called to order by President Mark Sinner on Tuesday, May 20, 2025 at 7:00 PM at the ESU 13 Main Office, 4215 Avenue I, Scottsbluff, NE 69361. The meeting notice was published in the Star-Herald on Saturday, May 10, 2025.

Present: Diane Coon, Stephen Diemoz, Patricia Jones, Ronda Kinsey, Scott Marsh, Kim Marx, Tom Millette, Casper Ningen, Ray Richards, Mark Sinner, **Absent:** Dr. Caroline Winchester. **Present:** Mandy Plog.

President Sinner referenced the Nebraska Open Meetings Act as posted and noted that the Board reserves the right to rearrange the order of the agenda and to convene an executive session in accordance with § 84-1410.

Moved by Millette, seconded by Coon that absent Board member Caroline Winchester be excused. Coon: Aye, Diemoz: Aye, Jones: Aye, Kinsey: Aye, Marsh: Aye, Marx: Aye, Millette: Aye, Ningen: Aye, Richards: Aye, Sinner: Aye, Winchester: Absent. Motion passed.

Moved by Kinsey, seconded by Coon that the agenda be approved as listed. Coon: Aye, Diemoz: Aye, Jones: Aye, Kinsey: Aye, Marsh: Aye, Marx: Aye, Millette: Aye, Ningen: Aye, Richards: Aye, Sinner: Aye, Winchester: Absent. Motion passed.

Moved by Richards, seconded by Marsh that consent action items be approved as listed (Minutes of April regular meeting, Treasurer's Report, Fund Balance Report, Budget Report, claims for disbursement, certificated staff hires for the 2025-2026 school year: Brandy Foos, Early Childhood Special Education teacher, Christopher Guadarrama, Meridian teacher, Autumn Luckey, Meridian teacher, Jaden Nyberg, School Psychologist, approval of Tech Director beginning in 2025-2026 - Lori Biesecker). Coon: Aye, Diemoz: Aye, Jones: Aye, Kinsey: Aye, Marsh: Aye, Marx: Aye, Millette: Aye, Ningen: Aye, Richards: Aye, Sinner: Aye, Winchester: Absent. Motion passed.

May 20, 2025 Claims	
Salaries, Benefits,	\$ 978,725.35
Prof. & Tech. Services; Mileage	\$ 186,450.06
Leases, Utilities & Maintenance	\$ 21,175.55
Copies, Postage, Telephone & Travel	\$ 60,473.35
Supplies, Materials, Software & other Util.	\$ 126,423.23
Bldg. Improvements, Furn., Equipment, Hardware, Vehicle Acquisition	\$ 27,438.25
Dues, Fees & Ind. Costs	\$ 56,717.50
Total	\$1,457,403.29

Calendar items were noted:

- May 23, 2025 - All Staff In-Service - Gering Civic Center - 9:00 AM
- May 26, 2025 - ESU offices closed for Memorial Day
- May 28-29, 2025 - Nebraska School Mental Health Conference - Kearney
- June 11-12, 2025 NASB School Law Seminar, Kearney (Winchester)
- June 17, 2025 - Regular Board meeting

No Public Forum

Board Member Candidate Interview:

The Board conducted an interview with Mandy Plog, a candidate for the ESU 13 Board representing Election

District 1. The interview included questions regarding her background and experience, understanding of ESU 13's role in supporting schools, and the responsibilities of a board member.

Moved by Ningen, seconded by Jones that the Board approve the appointment of Mandy Plog as Board member of ESU 13 to represent Election District 1. Coon: Aye, Diemoz: Aye, Jones: Aye, Kinsey: Aye, Marsh: Aye, Marx: Aye, Millette: Aye, Ningen: Aye, Richards: Aye, Sinner: Aye, Winchester: Absent. Motion passed.

Reports:

Head Start Director's Report, Policy Council, and Financial Reports: Krystie Hohnstein, Head Start Director, informed the Board that Region VII is restructuring. Head Start is now fully funded for next year.

Administrator's Report:

- Comprehensive State Literacy Development Grant - Dr. Barrett shared an update on the CLSD grant that we are submitting in partnership with several member schools.
- Employee benefits regarding EHA BCBS coverage were discussed. New legislation regarding NPERS contributions was discussed. Beginning in July, the new contribution rate for employees will be 8.00% and the employer contribution rate will be 8.08%.
- Facility updates: Installation of the new Meridian playground begins June 9th. The HATC remodel is moving along well, and the student programs have moved back into the space to hold VALTS summer school.
- The internal survey results were reviewed.
- State and federal legislation issues were reviewed.

Board Committee Reports - No discussion.

Board Member Comments:

Jones attended the NASB federal advocacy meeting via Zoom. She discussed the major topics of the meeting.

Business:

Proposed new Board Policy on Federal Stipends - Language regarding eligible employment requirements and continued employment at the same school has been updated. No additional changes are needed. This was the second reading.

Moved by Richards, seconded by Marsh that the Board approve the 2025-2026 ESUCC Service Agreement. Coon: Aye, Diemoz: Aye, Jones: Aye, Kinsey: Aye, Marsh: Aye, Marx: Aye, Millette: Aye, Ningen: Aye, Plog: Aye, Richards: Aye, Sinner: Aye, Winchester: Absent. Motion passed.

Moved by Marx, seconded by Coon that the Board approve ESU 13's Menu of Services for 2025-2026. Coon: Aye, Diemoz: Aye, Jones: Aye, Kinsey: Aye, Marsh: Aye, Marx: Aye, Millette: Aye, Ningen: Aye, Plog: Aye, Richards: Aye, Sinner: Aye, Winchester: Absent. Motion passed.

Moved by Jones, seconded by Marx that the Board approve an amendment to the previously approved bid from Cytek Media for the FY 2024 Distance Learning and Telemedicine (DLT) Grant, increasing the total purchase order by \$12,375.00. This adjustment reflects changes in equipment preferences by participating member schools and will be funded through the grant's required 15% cash match. Coon: Aye, Diemoz: Aye, Jones: Aye, Kinsey: Aye, Marsh: Aye, Marx: Aye, Millette: Aye, Ningen: Aye, Plog: Aye, Richards: Aye, Sinner: Aye, Winchester: Absent. Motion passed.

Moved by Millette, seconded by Diemoz that the Board approve the Administrator's recommendation to accept the bid from Iron Clad Construction for the new brick veneer project at the main building in the amount of \$62,400. Coon: Aye, Diemoz: Aye, Jones: Aye, Kinsey: Aye, Marsh: Aye, Marx: Aye, Millette: Aye, Ningen: Aye, Plog: Aye, Richards: Aye, Sinner: Aye, Winchester: Absent. Motion passed.

Moved by Coon, seconded by Ningen that the Board approve the revisions to the Head Start Family & Community Partnerships Written Plan and the Fiscal Written Plan. Coon: Aye, Diemoz: Aye, Jones: Aye, Kinsey: Aye, Marsh: Aye, Marx: Aye, Millette: Aye, Ningen: Aye, Plog: Aye, Richards: Aye, Sinner: Aye, Winchester: Absent. Motion passed.

Moved by Richards, seconded by Diemoz that the board approve the resignation of ESU 13 Board member Casper Ningen, with regret. Board member Casper Ningen submitted his resignation from the ESU 13 Board due to relocating out of the area. He expressed his gratitude for the opportunity to serve, stating it had been an honor to work with the Board and that he feels blessed by the experience. Coon: Aye, Diemoz: Aye, Jones: Aye, Kinsey: Aye, Marsh: Aye, Marx: Aye, Millette: Aye, Ningen: Aye, Plog: Aye, Richards: Aye, Sinner: Aye, Winchester: Absent. Motion passed.

President Sinner adjourned the meeting at 7:50 PM. The next regular meeting will be held at 7:00 PM on June 17, 2025, at the ESU Main building, 4215 Avenue I, Scottsbluff, NE.

President

Secretary

CHECK REGISTER MAY 2025			
CHECK #	CHECK DATE	ENTITY NAME	AMOUNT
23667	05/05/2025	CITY OF SIDNEY	\$3,690.10
23668	05/05/2025	ED SERVICE UNIT NO 13	\$974,333.27
23669	05/05/2025	NPPD	\$2,800.02
23670	05/09/2025	VISA	\$11,289.73
23671	05/09/2025	BLACK HILLS ENERGY	\$380.05
23672	05/20/2025	4IMPRINT	\$402.63
23673	05/20/2025	ACR Properties LLC	\$520.00
23674	05/20/2025	AHLERS BAKING, INC	\$87.62
23675	05/20/2025	ALLIANCE TIMES-HERALD	\$105.00
23676	05/20/2025	APPLE INC	\$2,198.00
23677	05/20/2025	BAYARD PUBLIC SCHOOLS	\$2,043.00
23678	05/20/2025	Becker's School Supplies	\$598.01
23679	05/20/2025	BENZEL PEST CONTROL	\$88.00
23680	05/20/2025	BENZEL PEST CONTROL	\$104.50
23681	05/20/2025	BEST CARE EAP	\$3,806.25
23682	05/20/2025	BEST WESTERN PLUS NORTH PLATTE	\$330.00
23683	05/20/2025	BIG MACK HVAC	\$125.00
23684	05/20/2025	BLESSED BEGINNINGS LLC	\$7,650.00
23685	05/20/2025	BOK FINANCIAL	\$57,187.50
23686	05/20/2025	BOMGAARS	\$5.94
23687	05/20/2025	BOX BUTTE GENERAL HOSPITAL	\$8,670.00
23688	05/20/2025	BRIDGEPORT PUBLIC SCHOOLS	\$972.00
23689	05/20/2025	BUMPER TO BUMPER BODY AND PAINT	\$1,000.00
23690	05/20/2025	BURGER WERX	\$87.86
23691	05/20/2025	CARRIE EDMUND - CARRIE'S COTTAGE	\$560.00
23692	05/20/2025	CASH-WA DISTRIBUTING	\$9,684.16
23693	05/20/2025	CENTURYLINK COMMUNICATIONS	\$1,257.95
23694	05/20/2025	CHARTER COMMUNICATIONS	\$1,575.00
23695	05/20/2025	CHRISTINE RIPPE	\$3,180.00
23696	05/20/2025	CITY OF GERING - CIVIC CENTER	\$4,531.32
23697	05/20/2025	CITY OF SCOTTSBLUFF	\$479.18
23698	05/20/2025	CITY OF SCOTTSBLUFF	\$475.84
23699	05/20/2025	COLUMN SOFTWARE, PBC - STAR HERALD	\$10.36
23700	05/20/2025	COMFORT INN - KEARNEY	\$269.90
23701	05/20/2025	COMPASS GROUP USA, INC - FRESH IDEAS CSC	\$274.83
23702	05/20/2025	CORNHUSKER MARRIOTT HOTEL	\$330.00
23703	05/20/2025	BERTHA SAYALOUNE	\$1,500.00
23704	05/20/2025	COURTYARD BY MARRIOTT LINCOLN	\$944.00
23705	05/20/2025	CRAWFORD CLIPPER/HARRISON SUN	\$30.69
23706	05/20/2025	CREEK VALLEY PUBLIC SCHOOLS	\$10,564.68
23707	05/20/2025	CROWNE PLAZA - KEARNEY	\$1,184.60
23708	05/20/2025	CULLIGAN OF SCOTTSBLUFF	\$50.50
23709	05/20/2025	CYTEK MEDIA SYSTEMS, INC	\$2,699.00
23710	05/20/2025	D. MARTIN-ESU #13	\$474.15
23711	05/20/2025	DAY AND NIGHT PLUMBING & HEATING	\$360.00

23712	05/20/2025	EAKES OFFICE SOLUTIONS	\$136.94
23713	05/20/2025	EARLY CHILDHOOD SOLUTIONS	\$1,200.00
23714	05/20/2025	ED SERVICE UNIT NO 3	\$3,000.00
23715	05/20/2025	EDUCATION WEEK	\$97.00
23716	05/20/2025	ENGINEERED CONTROLS, INC.	\$495.38
23717	05/20/2025	ESU COORDINATE COUNCIL	\$17,767.05
23718	05/20/2025	FINNEYS INC	\$14.99
23719	05/20/2025	FRENCHMAN VALLEY COOP	\$907.61
23720	05/20/2025	GERING PUBLIC SCHOOLS	\$11,340.00
23721	05/20/2025	CYNTHIA GUERUE	\$1,250.00
23722	05/20/2025	HAMPTON INN - KEARNEY	\$2,851.66
23723	05/20/2025	HAMPTON INN SOUTH - HERITAGE PARK	\$220.00
23724	05/20/2025	HOBBY LOBBY	\$23.54
23725	05/20/2025	HOLIDAY INN EXPRESS ALLIANCE	\$105.02
23726	05/20/2025	HOLIDAY INN OF KEARNEY	\$110.00
23727	05/20/2025	HOME DEPOT CREDIT SERVICES	\$169.00
23728	05/20/2025	HULLINGER GLASS AND LOCKS	\$8.75
23729	05/20/2025	BLADE MILLER - IRONCLAD CONSTRUCTION	\$21,840.00
23730	05/20/2025	JEO CONSULTING GROUP	\$3,600.00
23731	05/20/2025	KAPLAN EARLY LEARNING	\$3,640.87
23732	05/20/2025	KIDS KORNER	\$600.00
23733	05/20/2025	KIMBALL COUNTY TREASURER	\$397.91
23734	05/20/2025	KIMBALL PUBLIC SCHOOLS	\$1,495.00
23735	05/20/2025	LORI KOUBA	\$6,740.00
23736	05/20/2025	LA QUINTA INN & SUITES KEARNEY	\$409.90
23737	05/20/2025	LAKESHORE LEARNING MATERIALS	\$4,945.35
23738	05/20/2025	JANICE LEE	\$150.00
23739	05/20/2025	LEYTON PUBLIC SCHOOLS	\$1,944.00
23740	05/20/2025	MADISON LUKE	\$52.00
23741	05/20/2025	DEBRA MASON	\$800.96
23742	05/20/2025	MENARDS	\$660.78
23743	05/20/2025	MENARDS	\$1,252.31
23744	05/20/2025	MINATARE PUBLIC SCHOOLS	\$2,849.00
23745	05/20/2025	MINATARE PUBLIC SCHOOLS	\$700.00
23746	05/20/2025	MITCHELL PUBLIC SCHOOLS	\$3,946.00
23747	05/20/2025	MITCHELL PUBLIC SCHOOLS	\$4,815.00
23748	05/20/2025	ALEXA YUNES-KOCH	\$3,650.00
23749	05/20/2025	MORRILL PUBLIC SCHOOLS	\$5,832.00
23750	05/20/2025	MOUNTAIN VISION PIZZA DBA DOMINO'S	\$469.55
23751	05/20/2025	NCSA	\$1,393.00
23752	05/20/2025	NEBRASKA DEPARTMENT OF EDUCATION	\$1,169.77
23753	05/20/2025	NEBRASKA DEPT. OF LABOR UNEMPLOYMENT INS.	\$585.83
23754	05/20/2025	NEBRASKA RURAL RADIO ASSOCIATION	\$175.00
23755	05/20/2025	NEBRASKA SAFETY CENTER	\$225.00
23756	05/20/2025	NPPD	\$47.68
23757	05/20/2025	SARAH OCHOA	\$548.44
23758	05/20/2025	OPTK NETWORKS	\$7,769.80

23759	05/20/2025	O'REILLY AUTOMOTIVE	\$42.00
23760	05/20/2025	PERRY, GUTHERY, HAASE & GESSFORD, P.C.	\$783.80
23761	05/20/2025	PLATTE RIVER GLASS	\$283.00
23762	05/20/2025	PLATTE VALLEY CREAMERY	\$1,418.85
23763	05/20/2025	PRAIRIE WINDS COMMUNITY CENTER	\$210.00
23764	05/20/2025	SUSAN PRESLER	\$1,500.00
23765	05/20/2025	QUADIENT LEASING USA, INC.	\$102.17
23766	05/20/2025	QUILL, LLC	\$58.32
23767	05/20/2025	RAPID FIRE PROTECTION INC	\$620.50
23768	05/20/2025	ALVERA RAZO LINZ	\$155.00
23769	05/20/2025	SANDBERG IMPLEMENT, INC	\$252.36
23770	05/20/2025	SAUDER'S AUTOMOTIVE	\$229.84
23771	05/20/2025	SHERIDAN COUNTY JOURNAL STAR	\$150.00
23772	05/20/2025	SCOTTSBLUFF FAMILY YMCA	\$150.00
23773	05/20/2025	SCOTTSBLUFF PUBLIC SCHOOLS	\$1,950.60
23774	05/20/2025	SCOTTSBLUFF PUBLIC SCHOOLS	\$20,075.00
23775	05/20/2025	SEIDLITZ EDUCATION, LLC	\$5,052.25
23776	05/20/2025	RUSSELL SMITH	\$2,100.00
23777	05/20/2025	SONNY'S SUPER FOODS/BRIDGEPORT	\$1,678.97
23778	05/20/2025	STAPLES ADVANTAGE	\$2,850.32
23779	05/20/2025	SUMMIT SPEECH THERAPY, LLC	\$2,000.00
23780	05/20/2025	TEAM CHEVROLET	\$1,875.42
23781	05/20/2025	THE UNIVERSITY OF NEBRASKA - LINCOLN	\$2,803.00
23782	05/20/2025	UNIVERSITY OF NE-LINCOLN	\$31.25
23783	05/20/2025	UNIVERSITY OF NE-LINCOLN-NE 4-H - SIDNEY	\$2,000.00
23784	05/20/2025	VERIZON WIRELESS	\$1,052.75
23785	05/20/2025	VERIZON WIRELESS	\$222.38
23786	05/20/2025	WASH-IT LLC DBA HI PERFORMANCE CAR WASH	\$120.04
23787	05/20/2025	WASTE CONNECTIONS OF NEBRASKA, INC.	\$116.35
23788	05/20/2025	WESTERN NEBRASKA COMMUNITY COLLEGE	\$935.00
23789	05/20/2025	WNCC, TREASURER	\$3,346.00
23790	05/28/2025	VISA	\$26,495.07
23791	05/28/2025	BLACK HILLS ENERGY	\$462.87
23792	05/28/2025	CITY OF BRIDGEPORT	\$333.05
23793	05/28/2025	VIAERO WIRELESS	\$371.16
Direct Deposit			
2016	05/09/2025	GREAT PLAINS COMMUNICATIONS	\$1,408.83
2017	05/20/2025	CRISIS PREVENTION INSTITUTE, INC.	\$2,349.00
2018	05/20/2025	SNELL SERVICES	\$819.60
2019	05/20/2025	TOTALLY TOTS LLC	\$5,420.00
2020	05/20/2025	BROCK MANLEY	\$810.00
2021	05/20/2025	ALL MAKES OFFICE EQUIPMENT CO.	\$25,994.95
2022	05/20/2025	ANITA'S GREENSCAPING, INC	\$555.00
2023	05/20/2025	BAYARD TIGER CUB CHILDCARE CENTER	\$5,240.00
2024	05/20/2025	PAMELA BREZENSKI	\$1,581.12
2025	05/20/2025	JESSICA BRODERICK	\$50.00

2026	05/20/2025	CAPITAL BUSINESS	\$3,110.09
2027	05/20/2025	CAPITAL BUSINESS SYSTEMS	\$1,096.53
2028	05/20/2025	CARPENTER CENTER	\$5,400.00
2029	05/20/2025	CHUCK ELLEY PRESENTATIONS	\$1,687.00
2030	05/20/2025	COMMUNITY CHRISTIAN SCHOOL	\$4,800.00
2031	05/20/2025	JADEN CRISWELL	\$258.30
2032	05/20/2025	VIRGINIA DALY	\$52.00
2033	05/20/2025	DAS NE STATE DEPT FINANCE	\$567.87
2034	05/20/2025	DOUGLAS, KELLY, OSTDIEK & OSSIAN, P.C.	\$223.25
2035	05/20/2025	E3 DIAGNOSTICS	\$612.00
2036	05/20/2025	FBG SERVICE CORPORATION	\$1,158.00
2037	05/20/2025	SAMANTHA FISHER	\$1,121.00
2038	05/20/2025	TESSA FRAASS	\$1,104.60
2039	05/20/2025	MEGGIN FUNK	\$567.00
2040	05/20/2025	ANNA GAMBOA	\$4,345.00
2041	05/20/2025	ELISE GURROLA	\$120.97
2042	05/20/2025	HAMPTON INN - NORTH PLATTE	\$330.00
2043	05/20/2025	TERESA HAYNES	\$182.00
2044	05/20/2025	KRYSTIE HOHNSTEIN	\$50.00
2045	05/20/2025	ROXANE HUMPHREY	\$379.16
2046	05/20/2025	IBIS PUBLIC SECTOR, INC.	\$6,759.57
2047	05/20/2025	IDEAL LINEN SUPPLY	\$81.86
2048	05/20/2025	IDEAL LINEN/BLUFFS	\$2,330.54
2049	05/20/2025	IDEAL LINEN/BLUFFS	\$1,183.30
2050	05/20/2025	DENITA JULIUS	\$987.00
2051	05/20/2025	MEGAN LANTIS	\$479.50
2052	05/20/2025	LEGACY COOPERATIVE	\$6,093.56
2053	05/20/2025	KATHY WEBER	\$2,060.00
2054	05/20/2025	JENNIFER LOPEZ	\$323.40
2055	05/20/2025	LR4, LLC	\$600.00
2056	05/20/2025	RENEE MILLER	\$95.00
2057	05/20/2025	BOBBIE MOSEMAN	\$1,724.80
2058	05/20/2025	NICOLE MURPHY	\$306.60
2059	05/20/2025	ONE SOURCE	\$111.50
2060	05/20/2025	JENNIFER BAUMANN	\$200.00
2061	05/20/2025	SKYLAR POTTORFF	\$34.95
2062	05/20/2025	POWERSCHOOL GROUP LLC	\$1,579.32
2063	05/20/2025	LEAH REED	\$350.00
2064	05/20/2025	NICOLE SARNIRAND	\$1,090.60
2065	05/20/2025	BETTY SCHUBAUER	\$836.18
2066	05/20/2025	SIDNEY PUBLIC SCHOOLS	\$100.00
2067	05/20/2025	MICHELLE WEIMER	\$6,342.25
2068	05/20/2025	STERLING COMPUTERS CORPORATION	\$8,566.90
2069	05/20/2025	DAWN TERRELL	\$543.56
2070	05/20/2025	KALYN TISUE	\$858.50
2071	05/20/2025	ALLISON TRAMP	\$932.40
2072	05/20/2025	BRITAIN TRAVE	\$350.00

2073	05/20/2025	ANGELA LUPPEN	\$5,300.00
2074	05/20/2025	WESTERN NEBRASKA PAPERS LEE	\$204.00
2075	05/20/2025	SHERIDAN WIDHELM	\$59.66
2076	05/28/2025	GREAT PLAINS COMMUNICATIONS	\$3,537.49
		TOTAL	\$1,448,555.76

TREASURER'S REPORT

May 2025

GENERAL FUND: Platte Valley Bank		
Balance - April 30, 2025	\$1,343,589.16	
Revenue - May	\$1,954,368.38	
Checks/Direct Deposits - May	\$1,448,555.76	
HS Rent (\$2,835.00); HS Meal Reimbursement (\$7,518.99); Indirect Costs: \$10,101.47; Interest (NLAF): \$14,618.98; Investment Fee: \$525.06; McGraw Hill Refund (\$1,169.77)	-\$13,721.75	
Transfer funds from GF for investment	-\$534,000.00	
Voided checks: Rapid Fire Protection dated 3/18/25 for \$1202.50; S. Widhelm dated 11/18/24 for \$12.06	\$1,214.56	
BALANCE GENERAL FUND - May 31, 2025		\$1,302,894.59
PETTY CASH FUND (Scottsbluff site): Riverstone Bank		
Cash on hand - April 30, 2025	\$25.85	
Cash received - May	\$474.15	
Cash available - May	\$500.00	
Cash paid out - May	\$136.80	
Cash on hand - May 31, 2025	\$363.20	
TOTAL ACCOUNTED FOR IN PETTY CASH	\$500.00	
PETTY CASH FUND (Sidney site): Security First Bank		
Cash on Hand - April 30, 2025	\$300.00	
Cash received - May	\$0.00	
Cash available - May	\$300.00	
Cash paid out - May	\$0.00	
Cash on Hand - May 31, 2025	\$300.00	
TOTAL ACCOUNTED FOR IN PETTY CASH (Sidney site)	\$300.00	
GENERAL FUND INVESTMENTS		
First National Bank (FNBO) (Scottsbluff)		
Money Market Checking #...1011	\$343,371.13	
Nebraska Liquid Asset Fund (NLAF):		
CD-Financial Federal Savings Bank, Memphis, TN	\$237,000.00	
CD-Solera National Bank, Lakewood, CO	\$236,000.00	
CD-Tioga-Franklin Savings Bank, Philadelphia, PA	\$244,000.00	
CD-Maplemark Bank, Dallas, TX	\$237,000.00	
CD-Nexbank, Ssb, Dallas, TX	\$238,000.00	
CD-West Pointe Bank, Oshkosh, WI	\$231,000.00	
CD-First Bank of Ohio, Tiffin, OH	\$232,000.00	
CD-First Security Bank and Trust Co., Oklahoma City, OK	\$239,000.00	
CD-First State Bank of Dequeen, Dequeen, AR	\$239,000.00	
CD-Flagstar Bank, Fsb, Troy, MI	\$234,000.00	
CD-Mission National Bank, San Francisco, CA	\$239,000.00	
CD-First Capital Bank, Charleston, SC	\$226,000.00	
CD-Cornerstone Bank, Nebraska, York, NE	\$234,000.00	
CD-First Priority Bank, Pryor, OK	\$230,000.00	

CD-Farmers & Merchants Union Bank, Columbus, WI	\$234,000.00	
CD-American Commercial Bank & Trust, Ottawa, IL	\$200,000.00	
NLAF General Fund	\$617,312.85	
Security First Bank (Sidney): CD# 10050664	\$173,785.58	
BALANCE GENERAL FUND INVESTMENTS - May 31, 2025		\$4,864,469.56
COUNTY FUNDS - May 31, 2025 (Figures not yet available)		\$0.00
TOTAL FUNDS AVAILABLE GENERAL FUND - May 31, 2025		\$6,167,364.15
PAYROLL CHECKING: Platte Valley Bank		
Balance - April 30, 2025	\$7,283.61	
Deposits (includes Interest) - May	\$974,387.29	
Expense - (Includes transfer of Interest to General Fund) - May	\$974,387.29	
BALANCE PAYROLL CHECKING - May 31, 2025		\$7,283.61
SECTION 125 FUND		
Balance - April 30, 2025	\$5,813.79	
Deposits - May	\$4,293.07	
Payments - May	<u>\$2,012.85</u>	
BALANCE SECTION 125 FUND, First National Bank of Omaha	\$8,094.01	
Balance at BanCorp for Benecards	\$1,599.52	
TOTAL BALANCE OF FUNDS FOR SECTION 125 - May 31, 2025	\$9,693.53	
TOTAL FUNDS AVAILABLE PAYROLL FUND - May 31, 2025		\$7,283.61
REVENUE SOURCES	THIS MONTH	YEAR TO DATE
Property Taxes	\$751,975.28	\$1,965,867.68
School Contacts	\$542,822.86	\$3,934,776.35
Professional Learning	\$11,253.04	\$79,168.89
Repair/Production	\$0.00	\$35.80
State/Federal Sources	\$461,580.95	\$6,193,639.49
Interest on Investments	\$16,083.77	\$68,815.55
Core Services/Technology Infrastructure	\$93,871.03	\$844,839.27
Insurance Adjustments/Other Non-Revenue Receipts	\$76,781.45	\$1,108,247.30
TOTAL	\$1,954,368.38	\$14,195,390.33

FUND BALANCE: May 31, 2025	
Board Meeting: June 17, 2025	
	GENERAL FUND
Total Fund Balance, 9/1/2024	\$4,468,260.15
Revenue YTD	\$14,195,390.33
County Treasurers' Balances	\$0.00
Available Funds	\$18,663,650.48
Expenses YTD include May adjustments: HS Rent (\$2,835.00); HS Meal Reimbursement (\$7,518.99); Indirect Costs: \$10,101.47; Investment Fee \$525.06 (less refund of .96); McGraw Hill Publishing: (\$1,169.77); Voided checks: (\$1,214.56)	\$12,496,286.33
TOTAL FUND BALANCE May 31, 2025	\$6,167,364.15
General Fund Checking	\$1,302,894.59
County Treasurers' Balances	\$0.00
Money Market Checking (FNBO)	\$343,371.13
Certificates of Deposit	\$4,521,098.43
TOTAL FUND BALANCE May 31, 2025	\$6,167,364.15

Board of Education Summary					
May 2025					
Function #	Sub Account	Program	Adopted Budget	Expended During May 2025	YTD Total for 2024-2025
1100	1100	VALTS	341,100	34,389.18	223,801.28
1100	1110	NEVA - NE ED VIRTUAL ACADEMY	181,813	2,982.43	124,400.00
1190	3544	SIXPENCE CCP GERING SEPT 24-JUNE 25	440,834	94,772.45	373,984.99
1190	3545	SIXPENCE CCP GERING JULY-AUG 2025	88,166	0.00	0.00
1200	1212	TRANSITION PROGRAM	66,299	5,743.24	49,282.12
1200	1232	MERIDIAN	1,019,432	32,859.08	689,263.13
1200	1234	LIFELINK	295,563	53,686.38	242,114.16
1296	1217	EARLY CHILDHOOD EDUCATOR	124,829	10,223.57	86,457.91
2120	1241	SUPERVISION	229,197	17,183.46	146,357.75
2120	2160	IOP	6,723	0.00	0.00
2131	2131	Health Services	2,000	610.78	912.73
2141	2140	PSYCHOLOGICAL SERVICES SCHOOL AGE	954,277	81,275.18	751,063.41
2146	2140	PSYCHOLOGICAL SERVICES BELOW AGE 5	37,671	2,911.73	31,197.54
2151	1216	SPEECH/LANGUAGE PROGRAM SCHOOL AGE	630,469	50,892.90	451,054.39
2156	1216	SPEECH/LANGUAGE PROGRAM BELOW AGE 5	248,436	18,578.97	171,114.71
2151	1218	DEAF EDUCATION SCHOOL AGE	131,627	11,318.31	98,544.68
2156	1218	DEAF EDUCATION BELOW AGE 5	48,497	4,224.07	35,130.94
2161	1214	OCCUPATIONAL THERAPY SCHOOL AGE	115,931	8,518.43	73,652.78
2166	1214	OCCUPATIONAL THERAPY BELOW AGE 5	30,817	2,441.63	21,256.97
2171	1215	PHYSICAL THERAPY SCHOOL AGE	44,000	4,801.10	31,760.18
2176	1215	PHYSICAL THERAPY BELOW AGE 5	13,000	1,541.15	9,014.36
2181	1211	PROGRAM FOR VISUALLY IMPAIRED SCHOOL AGE	121,382	15,210.22	95,960.28
2186	1211	PROGRAM FOR VISUALLY IMPAIRED BELOW AGE 5	34,235	4,290.07	27,444.92
2190	1232	MERIDIAN ACTIVITY ACCOUNT	0	3,835.70	3,835.70
2190	1234	LIFELINK ACTIVITY ACCOUNT	0	76.74	76.74
2190	2501	HS/EHS NON GRANT EXPENDITURES	12,348	0.00	24.99
2190	2502	BUFFINGTON MEMORIAL HS SCHOLARSHIP	2,870	0.00	0.00
2190	2550	MEDICAID IN PUBLIC SCHOOLS	22,440	2,701.09	14,748.50
2213	1970	STAFF TRAINING FLOW THROUGH	2,500	0.00	(0.02)
2213	2192	ASD TRAININGS	15,970	0.00	2,045.90
2213	2200	Literacy Project	0	0.00	56,792.18
2213	3551	CORE Professional Learning	1,117,049	78,476.85	753,504.60
2290	2230	SCHOOL SPECIAL EDUCATION INSERVICE	22,554	1,136.35	10,290.77
2310	2310	BOARD OF EDUCATION	137,409	6,666.65	117,112.41
2320	2320	EXECUTIVE ADMINISTRATION	241,366	17,448.26	175,443.89
2320	2321	ADMINISTRATION - SATELLITE OFFICES	76,146	6,233.74	73,576.63
2510	2508	GRANT ADMINISTRATION	501,000	26,349.88	356,557.74
2510	2510	GENERAL BUSINESS	154,738	10,174.29	110,713.64
2520	2223	PURCHASING, WAREHOUSING AND DIST.	24,143	385.89	18,035.20
2560	2560	Public Information	66,731	5,250.69	47,426.95
2570	2570	PERSONNEL SERVICES	39,226	3,831.75	34,994.51
2580	2226	DL INTERLOCAL SCHOOL CONSORTIUM	163,170	12,265.23	107,820.50
2580	2227	DL EQUIPMENT REPLACEMENT	252,126	2,449.00	12,691.50
2580	2228	E-RATE CONSORTIUM	279,209	20,562.31	210,514.43
2580	2231	SCHOOL TECHNOLOGY INSERVICE (SRS)	45,696	0.00	6,000.00
2590	2509	CENTRAL SUPPORT	123,613	8,562.91	67,418.99
2590	5614	Staff Fund	1,483	58.75	611.58
2590	5617	Vending Machine	800	129.74	1,098.81
2610	2610	OPERATION OF SCOTTSBLUFF BUILDING	133,000	3,907.33	100,643.12
2610	2611	OPERATION OF SIDNEY BUILDING	52,000	4,848.10	43,515.71
2610	2612	OPERATION OF HATC BUILDING	45,143	0.00	35,550.59
2620	2620	MAINTENANCE OF FACILITY	247,440	14,908.44	181,531.00
2630	2610	OPERATION OF SCOTTSBLUFF BUILDING	14,500	911.86	11,091.87
2650	2525	UNIT TRANSPORTATION	56,078	(5,772.66)	21,993.59
2670	2125	ELLEY PRESENTATION CONSORTIUM	32,125	1,687.00	12,609.04
2712	2760	SCHOOL AGE TRANSPORTATION	11,297	518.86	8,137.43
3100	2190	LUNCH PROGRAM	29,782	2,495.35	18,933.72
3300	2191	PELC TRAININGS	18,309	4,069.92	13,500.46
3300	2194	ELC Coach Consultant Trainings	1,500	0.00	0.00
3300	2210	PANHANDLE PARTNERSHIP Systems of Care	4,000	318.96	2,873.93
3400	3400	ROOTED IN RELATIONS SEPT 24-JUNE 25	117,394	8,589.88	64,502.14
3400	3401	ROOTED IN RELATIONSHIP JULY-AUG 2025	23,479	0.00	0.00
3400	3402	PANHANDLE BEGINNINGS DAY SCHOOL	739,766	49,540.04	479,701.87
3400	3403	United Healthcare Transition Grant	9,203	1,619.00	1,619.00
3400	3404	Healthy Snacks For Schools Funds	3,689	0.00	0.00
3400	6915	FAFSA NE Completion Grant	0	0.00	171.96

Function #	Sub Account	Program	Adopted Budget	Expended During May 2025	YTD Total for 2024-2025
3512	0000	DL INCENTIVES	0	2,547.79	22,790.91
3552	0004	Safety Grant	500,000	0.00	14,373.38
3599	0005	Step Up To Quality	22,000	0.00	0.00
3599	3500	EARLY DEVELOPMENT NETWORK	363,679	28,077.72	256,502.84
3599	3552	CORE TECHNOLOGY	516,543	58,201.16	355,623.99
3599	3553	EIHFT	136,483	9,544.47	73,690.69
3599	3900	NDE SCHOOL MENTAL HEALTH GRANT	221,237	10,864.60	92,622.72
3599	3905	Private Insurance/Medicaid/Region I Grant	9,900	0.00	0.00
3599	3907	TRANSITION SUMMER PROGRAM 2024-VR	2,384	0.00	583.80
3599	3909	JOB EXPO FOR STUDENTS-VR GRANT	5,310	2,736.00	2,736.00
3599	3910	TRANSITION SUMMER PROGRAM 2025-VR	14,000	0.00	0.00
3599	3914	Pre K-2 PD Specialist Grant	21,126	0.00	1,615.20
3599	3995	STATE FUNDED GRANTS	300,000	0.00	0.00
4700	4700	Building Improvements	200,000	51,516.32	161,677.32
5000	2515	TECH CENTER-WNCC LEASE PURCHASE	59,375	57,187.50	59,375.00
6415	4401	EC MTSS IMPLEMENT FACILITATE 23-24	0	0.00	2,339.98
6415	4403	ELC Coach Consultant June-August 2025	34,500	0.00	1,126.70
6415	4404	ELC Coach Consultant Sept 2024-May 2025	138,000	18,046.15	98,715.09
6415	4414	NeMTSS Regional Grant 2023-2024	46,426	0.00	3,423.53
6415	4415	NeMTSS Regional Grant 2024-2025	162,000	13,125.80	104,458.50
6415	4520	Teacher Retention Grant 2023-2024	47,264	0.00	4,395.59
6415	4521	Teacher Retention Grant 2024-2025	125,378	9,753.82	86,898.37
6415	4950	WEST REGION ASD PROJECT 2023-2024	31,395	0.00	14,987.11
6415	4951	WEST REGION ASD PROJECT 2024-2025	197,541	16,102.96	141,748.78
6415	4954	WESTERN REGION ASD Part C 2023-2024	3,537	0.00	1,331.19
6415	4955	WESTERN REGION ASD Part C 2024-2025	21,949	1,789.23	15,749.93
6416	4905	SPED PRT #13 2023-2024	14,533	0.00	10,525.18
6416	4906	SPED PRT #13 2024-2025	22,000	701.40	10,547.50
6416	4907	SPED PRT #14 2023-2024	10,444	0.00	7,488.16
6416	4908	SPED PRT #14 2024-2025	15,250	377.91	9,648.79
6417	4830	WEST REGION TRANSITION August 2025	10,053	0.00	0.00
6417	4832	WEST REG TRANSITION Sept 24-July 25	120,640	8,982.64	84,478.87
6418	4980	PEAK PROJECT Sept. 2024-July 2025	144,945	7,276.98	48,340.16
6418	4981	PEAK PROJECT Sept. 2023-July 2024	12,079	0.00	6,986.97
6690	4939	ARPA Training Sept. 2023-May 2024	0	0.00	243.38
6690	4940	EARLY LRNG CONNECT JUNE-AUG 2025	28,121	0.00	1,864.64
6690	4942	EARLY LRNG CONNECT SEPT 24-MAY 25	168,727	19,613.91	130,693.70
6700	4705	CARL PERKINS 2024-2025	105,641	3,495.00	65,380.93
6700	4706	CARL PERKINS 2023-2024	35,216	0.00	(227.76)
6915	4915	TITLE I, PART C-MIGRANT ED SEPT. 2024	853,651	0.00	139,410.95
6915	4916	TITLE I, PART C-MIGRANT OCT 2024-AUG 2025	677,676	46,564.46	279,641.70
6925	4925	TITLE III LEP 2023-2024	54,773	0.00	43,813.74
6925	4927	TITLE III LEP 2024-2025	45,417	5,730.25	18,156.04
6926	4928	Title III Immigrant Education	2,500	0.00	0.00
6940	4941	HEAD START APRIL-AUGUST 2025	683,947	158,139.73	161,558.67
6940	4943	EARLY HEAD START APRIL-AUGUST 2025	569,119	138,762.52	142,744.87
6940	4944	HEAD START SEPT 2024-MARCH 2025	1,378,501	2,621.38	1,310,913.45
6940	4945	HEAD START T&TA APRIL-AUGUST 2025	8,977	0.00	0.00
6940	4946	EARLY HEAD START T&TA APRIL-AUG 2025	7,785	0.00	0.00
6940	4947	EARLY HS SEPT 2024-MARCH 2025	1,130,210	965.91	1,296,472.91
6940	4948	HEAD START T&TA SEPT. 2024-MARCH 2025	14,389	2,421.78	14,818.55
6940	4949	EARLY HS T&TA SEPT 2024-MAR 2025	14,133	974.50	18,942.64
6940	4956	Head Start One Time Funds	154,651	1,348.22	109,018.61
6945	4802	FEDERAL NUTRITION PROGRAMS	135,308	6,894.74	70,356.04
6969	4966	TITLE IV PART A ESEA/ESSA SEPT 2024	103,883	0.00	7,466.68
6969	4967	TITLE IV PART A OCT 2024-AUG 2025	110,000	6,772.07	54,708.59
6990	3558	USDA Rural Utility Grant	1,148,778	0.00	0.00
6990	3901	Stronger Connections	100,000	0.00	0.00
6990	4455	NEBMAC	200,000	2,613.86	24,044.95
6990	4999	FEDERAL FUNDED GRANTS	800,000	0.00	0.00
TOTAL			22,108,964	1,446,443.01	12,496,286.33
9 of 12 months are complete					
The budget should be at 75%. Without grants the budget is at 75%.					

CHECK LISTING JUNE 17, 2025

<u>Check #</u>	<u>Check Date</u>	<u>Entity Name</u>	<u>Description</u>	<u>Amount</u>
23790	05/28/2025	VISA	MULTIPLE EXPENSES	26,495.07
23791	05/28/2025	BLACK HILLS ENERGY	UTILITIES	462.87
23792	05/28/2025	CITY OF BRIDGEPORT	UTILITIES	333.05
23793	05/28/2025	VIAERO WIRELESS	TELECOMMUNICATION	371.16
23794	06/05/2025	Allo Communications	TELECOMMUNICATION	2,406.76
23795	06/05/2025	ALLO COMMUNICATIONS	TELECOMMUNICATION	550.49
23796	06/05/2025	CITY OF SCOTTSBLUFF	UTILITIES	221.52
23797	06/05/2025	CITY OF SIDNEY	UTILITIES	2,673.36
23798	06/05/2025	ED SERVICE UNIT NO 13	PAYROLL	1,000,544.88
23799	06/05/2025	NEBRASKA PUBLIC POWER DISTRICT	UTILITIES	923.32
23800	06/05/2025	NPPD	UTILITIES	2,412.02
23801	06/05/2025	VERIZON WIRELESS	TELECOMMUNICATION	525.72
23802	06/10/2025	VISA	MULTIPLE EXPENSES	10,944.01
23803	06/17/2025	4IMPRINT	PROFESSIONAL SERVICES	677.36
23804	06/17/2025	ACR Properties LLC	RENT RPAD	520.00
23805	06/17/2025	Staysha Adams	PROFESSIONAL SERVICES	256.00
23806	06/17/2025	AESA	CONFERENCE REGISTRATION	2,355.00
23807	06/17/2025	Maggie Anderson	PROFESSIONAL SERVICES	725.00
23808	06/17/2025	Susan Anderson	PROFESSIONAL SERVICES	480.00
23809	06/17/2025	Apple Inc	SUPPLIES	1,716.00
23810	06/17/2025	BAYARD PUBLIC SCHOOLS	HS TUITION	2,043.00
23811	06/17/2025	BENZEL PEST CONTROL	PROFESSIONAL SERVICES	104.50
23812	06/17/2025	Blessed Beginnings ECC	SIXPENCE REIMBURSEMENT	52.20
23813	06/17/2025	BLICK ART MATERIALS	SUPPLIES	60.94
23814	06/17/2025	Booksource	SUPPLIES	11,831.65
23815	06/17/2025	BRIDGEPORT PUBLIC SCHOOLS	PERKISN REIMBURSEMENT	3,615.95
23816	06/17/2025	BSN SPORTS	SUPPLIES	155.61
23817	06/17/2025	CASH-WA DISTRIBUTING	HS SUPPLIES	9,152.61
23818	06/17/2025	CDW GOVERNMENT, INC	SUPPLIES	175.32
23819	06/17/2025	CENTURYLINK COMMUNICATIONS	TELECOMMUNICATION	524.06
23820	06/17/2025	Charter Communications	TELECOMMUNICATION	1,526.02
23821	06/17/2025	Christine Rippe	SIXPENCE REIMBURSEMENT	174.20
23822	06/17/2025	CITY OF GERING	UTILITIES	2,026.00
23823	06/17/2025	CITY OF GERING LANDFILL	PROFESSIONAL SERVICES	54.18
23824	06/17/2025	CITY OF SCOTTSBLUFF	UTILITIES	831.41
23825	06/17/2025	Column Software, PBC (Star Herald Notices)	PROFESSIONAL SERVICES	20.18
23826	06/17/2025	Community Christian Child Care Center	SIXPENCE REIMBURSEMENT	1,241.82
23827	06/17/2025	COMPLETE CARE FAMILY PRACTICE, LLC	PROFESSIONAL SERVICES	303.00
23828	06/17/2025	Jewelle Craig	PROFESSIONAL SERVICES	464.00
23829	06/17/2025	Creative Signs by Cozad	PROFESSIONAL SERVICES	111.00
23830	06/17/2025	Crowne Plaza-Kearney	LODGING	339.90
23831	06/17/2025	CULLIGAN	SUPPLIES	59.55
23832	06/17/2025	CULLIGAN OF SCOTTSBLUFF	SUUP	84.31
23833	06/17/2025	CYTEK MEDIA SYSTEMS, INC	SUPPLIES	3,467.09
23834	06/17/2025	D. MARTIN-ESU #13	PETTY CASH	136.80
23835	06/17/2025	EAKES OFFICE SOLUTIONS	UP	997.96
23836	06/17/2025	ED SERVICE UNIT NO 9	STUDEN ACTIVITY	180.00
23837	06/17/2025	ED SERVICE UNIT NO 10	PROFESSIONAL SERVICES	375.00
23838	06/17/2025	ED SERVICE UNIT NO 7	SUPPLIES	1,200.00
23839	06/17/2025	EMBASSY SUITES-LINCOLN	LODGING	536.00
23840	06/17/2025	Halee Emerson	MILEAGE REIMBURSEMENT	78.40
23841	06/17/2025	ESU COORDINATE COUNCIL	PROFESSIONAL SERVICES	37,270.00
23842	06/17/2025	FAIRFIELD INN BY MARRIOTT	LODGING	1,958.00
23843	06/17/2025	FRANK PARTS COMPANY	SUPPLIES	64.86
23844	06/17/2025	FRENCHMAN VALLEY COOP	FUEL	720.87
23845	06/17/2025	GERING PUBLIC SCHOOLS	HS TUITION	11,340.00
23846	06/17/2025	Graduate - Lincoln	LODGING	305.78
23847	06/17/2025	ALEXAVIER GURROLA	PROFESSIONAL SERVICES	500.00
23848	06/17/2025	HAMPTON INN - KEARNEY	LODGING	656.00
23849	06/17/2025	HAMPTON INN & SUITES	LODGING	330.00
23850	06/17/2025	HAMPTON INN SIDNEY	LODGING	110.00
23851	06/17/2025	LAURA HIGGINS	MILEAGE REIMBURSEMENT	93.10
23852	06/17/2025	Dawn Hoff	PROFESSIONAL SERVICES	444.00
23853	06/17/2025	Holiday Inn Express & Suites Scottsbluff	LODGING	330.00
23854	06/17/2025	HOLIDAY INN EXPRESS-HASTINGS	LODGING	550.00
23855	06/17/2025	HOME DEPOT CREDIT SERVICES	SUPPLIES	169.00
23856	06/17/2025	HULLINGER GLASS AND LOCKS	PROFESSIONAL SERVICES	9.75

23857	06/17/2025	JED JOHNSON	PROFESSIONAL SERVICES	2,932.00
23858	06/17/2025	KIDS KORNER	TIC TUITION	600.00
23859	06/17/2025	LORI KOUBA	SIXPENCE REIMBURSEMENT	3,059.00
23860	06/17/2025	La Quinta Inn & Suites Kearney	LODGING	440.00
23861	06/17/2025	Nikole Laughlin-Leonard	PROFESSIONAL SERVICES	200.00
23862	06/17/2025	LEYTON PUBLIC SCHOOLS	HS TUITION	2,232.00
23863	06/17/2025	DEBRA MASON	PROFESSIONAL SERVICES	750.00
23864	06/17/2025	MENARDS	SUPPLIES	110.77
23865	06/17/2025	Menards	SUPPLIES	138.76
23866	06/17/2025	MINATARE PUBLIC SCHOOLS	HS TUITION	2,849.00
23867	06/17/2025	MITCHELL PUBLIC SCHOOLS	HS TUITION	3,946.00
23868	06/17/2025	MORRILL PUBLIC SCHOOLS	HS TUITION	5,832.00
23869	06/17/2025	BRITTNEY MORRIS	MILEAGE REIMBURSEMENT	93.10
23870	06/17/2025	MOUNTAIN VISION PIZZA dba DOMINO'S	PROFESSIONAL SERVICES	103.32
23871	06/17/2025	NE COUNCIL SCHOOL ADMINISTRATORS	PROFESSIONAL SERVICES	150.00
23872	06/17/2025	Nebraska Game & Parks	FACILITY RENT	320.00
23873	06/17/2025	FAIRFIELD INN BY MARRIOTT	LODGING	175.00
23874	06/17/2025	OnToCollege with John Baylor	PROFESSIONAL SERVICES	32,240.00
23875	06/17/2025	OPTK Networks	TELECOMMUNICATION	7,769.80
23876	06/17/2025	O'REILLY AUTOMOTIVE	SUPPLIES	79.81
23877	06/17/2025	ParentPowered	SUPPLIES	1,495.00
23878	06/17/2025	PERRY, GUTHERY, HAASE & GESSFORD, P.C.	PROFESSIONAL SERVICES	226.80
23879	06/17/2025	PLATTE VALLEY CREAMERY	HS SUPPLIES	633.60
23880	06/17/2025	POTTER-DIX PUBLIC SCHOOLS	PROFESSIONAL SERVICES	2,495.00
23881	06/17/2025	Quill LLC	SUPPLIES	1,304.02
23882	06/17/2025	Rapid Fire Protection INC	PROFESSIONAL SERVICES	585.00
23883	06/17/2025	Rapids	SUPPLIES	6.47
23884	06/17/2025	ROODS TIRE CENTER LLC	PROFESSIONAL SERVICES	16.00
23885	06/17/2025	Sauder's Automotive	PROFESSIONAL SERVICES	104.36
23886	06/17/2025	SCHOOL HEALTH CORPORATION	SUPPLIES	12,028.13
23887	06/17/2025	SCOTTSBLUFF FAMILY YMCA	FACILITY RENT	200.00
23888	06/17/2025	SCOTTSBLUFF PUBLIC SCHOOLS	PROFESSIONAL SERVICES	1,265.00
23889	06/17/2025	SCOTTSBLUFF PUBLIC SCHOOLS	HS TUITION	20,075.00
23890	06/17/2025	SIDNEY SUN-TELEGRAPH	PROFESSIONAL SERVICES	15.27
23891	06/17/2025	SONNY'S SUPER FOODS/BRIDGEPORT	SUPPLIES	1,039.28
23892	06/17/2025	STAPLES ADVANTAGE	SUPPLIES	50.32
23893	06/17/2025	TEACHING STRATEGIES, LLC	PROFESSIONAL SERVICES	4,814.90
23894	06/17/2025	TEAM CHEVROLET	PROFESSIONAL SERVICES	340.57
23895	06/17/2025	Tehrani Motor Company	PROFESSIONAL SERVICES	375.20
23896	06/17/2025	Tumaini DC, Inc	SUPPLIES	4,651.80
23897	06/17/2025	THE UNIVERSITY OF NEBRASKA - LINCOLN	RENT	2,803.00
23898	06/17/2025	UNIVERSITY OF NEBRASKA KEARNEY	PROFESSIONAL SERVICES	175.00
23899	06/17/2025	VERIZON WIRELESS	TELECOMMUNICATION	982.11
23900	06/17/2025	Janet Victory	PROFESSIONAL SERVICES	700.00
23901	06/17/2025	Wash-It LLC DBA Hi Performance Car Wash	PROFESSIONAL SERVICES	105.25
23902	06/17/2025	Waste Connections of Nebraska, Inc	PROFESSIONAL SERVICES	125.15
23903	06/17/2025	WESTERN COOPERATIVE COMPANY	SUPPLIES	148.26
23904	06/17/2025	WESTERN NEBRASKA COMMUNITY COLLEGE	PROFESSIONAL SERVICES	145.00
23905	06/17/2025	WNCC, Treasurer	CDC RENT	3,346.00
DIRECT DEPOSIT				
2076	05/28/2025	GREAT PLAINS COMMUNICATIONS	TELECOMMUNICATION	3,537.49
2077	06/05/2025	GREAT PLAINS COMMUNICATIONS	TELECOMMUNICATION	1,408.83
2078	06/17/2025	CENTURYLINK	TELECOMMUNICATION	739.43
2079	06/17/2025	Totally Tots LLC	SIXPENCE REIMBURSEMENT	589.20
2080	06/17/2025	ANITA'S GREENSCAPING, INC	PROFESSIONAL SERVICES	555.00
2081	06/17/2025	Laura Barrett	REIMBURSEMENT	49.67
2082	06/17/2025	Pamela Brezenski	MILEAGE REIMBURSEMENT	128.24
2083	06/17/2025	Jessica Broderick	REIMBURSEMENT	50.00
2084	06/17/2025	CAPITAL BUSINESS	SUPPLIES	2,670.63
2085	06/17/2025	CAPITAL BUSINESS SYSTEMS	COPIER LEASE	1,368.89
2086	06/17/2025	Carpenter Center	PANHANDLE BEGINNINGS RENT	5,200.00
2087	06/17/2025	CHUCK ELLEY PRESENTATIONS	PROFESSIONAL SERVICES	1,370.00
2088	06/17/2025	DAS STATE ACCOUNTING - CENTRAL	TELECOMMUNICATION	567.87
2089	06/17/2025	DOUGLAS, KELLY, OSTDIEK & OSSIAN, P.C.	PROFESSIONAL SERVICES	129.25
2090	06/17/2025	FBG SERVICE CORPORATION	PROFESSIONAL SERVICES	1,158.00
2091	06/17/2025	First United Methodist Church- Grace Gardens	TIC TUITION	200.00
2092	06/17/2025	Samantha Fisher	MILEAGE REIMBURSEMENT	1,345.00
2093	06/17/2025	Tessa Fraass	MILEAGE REIMBURSEMENT	648.90
2094	06/17/2025	Megglin Funk	MILEAGE REIMBURSEMENT	733.60
2095	06/17/2025	Anna Gamboa	PROFESSIONAL SERVICES	2,950.00
2096	06/17/2025	Krystie Hohnstein	MILEAGE REIMBURSEMENT	50.00
2097	06/17/2025	Roxane Humphrey	MILEAGE REIMBURSEMENT	384.28

2098	06/17/2025	IDEAL LINEN SUPPLY	SUPPLIES	555.94
2099	06/17/2025	IDEAL LINEN SUPPLY	SUPPLIES	85.15
2100	06/17/2025	Ideal Linen/Bluffs	SUPPLIES	479.24
2101	06/17/2025	Denita Julius	MILEAGE REIMBURSEMENT	785.40
2102	06/17/2025	Megan Lantis	MILEAGE REIMBURSEMENT	350.00
2103	06/17/2025	LEGACY COOPERATIVE	FUEL	4,302.10
2104	06/17/2025	Kathy Weber	SIXPENCE REIMBURSEMENT	900.80
2105	06/17/2025	Jennifer Lopez	MILEAGE REIMBURSEMENT	239.40
2106	06/17/2025	LR4, LLC	HS BRIDGEPORT RENT	600.00
2107	06/17/2025	Nicole Murphy	MILEAGE REIMBURSEMENT	354.90
2108	06/17/2025	ONE SOURCE	PROFESSIONAL SERVICES	519.00
2109	06/17/2025	Nicole Sarnirand	MILEAGE REIMBURSEMENT	575.40
2110	06/17/2025	Betty Schubauer	MILEAGE REIMBURSEMENT	771.54
2111	06/17/2025	SHERWIN-WILLIAMS CO	SUPPLIES	14.07
2112	06/17/2025	SIDNEY PUBLIC SCHOOLS	TIC TUITION	6,832.19
2113	06/17/2025	RUSSELL SMITH	ELC RENT	2,100.00
2114	06/17/2025	MICHELLE WEIMER	PROFESSIONAL SERVICES	5,956.00
2115	06/17/2025	Sterling Computers Corporation	SUPPLIES	5,705.24
2116	06/17/2025	Dawn Terrell	MILEAGE REIMBURSEMENT	320.26
2117	06/17/2025	Two Smokin Grills	PROFESSIONAL SERVICES	1,319.00
2118	06/17/2025	Angela Luppen	MILEAGE REIMBURSEMENT	5,016.18
TOTAL				1,340,255.75

	PP2-5 6940-4944				
	HEAD START - OPERATING				
	MAY 2025				
		CURRENT	PREVIOUS	Budget Period	2024-2025 BUDGET
		MONTH	MONTH	YTD	
Account Number	Account Description	May 2025	April 2025	04/01/24 - 3/31/25	04/01/24 - 3/31/25
01 6940 4944 110 000 000	Non-Instructional / Staff	\$ -	\$ 23,859.41	\$ 294,381.37	
01 6940 4944 110 000 000 2	Non-Instructional / Staff	\$ -	\$ 2,102.88	\$ 25,319.84	
01 6940 4944 111 000 000	Certificated / Salaries	\$ -	\$ 5,885.21	\$ 69,810.44	
01 6940 4944 111 000 000 2	Certificated / Salaries	\$ -	\$ -	\$ -	
01 6940 4944 112 000 000	Instructional Aides	\$ -	\$ 11,355.75	\$ 167,994.32	
01 6940 4944 113 000 000	Substitute	\$ -	\$ -	\$ -	
01 6940 4944 116 000 000	Professional Non-Certificated /Staff	\$ 119.32	\$ 17,078.70	\$ 203,322.11	
01 6940 4944 116 000 000 2	Professional Non-Certificated /Staff	\$ -	\$ 11,264.75	\$ 135,827.90	
01 6940 4944 210 000 000	Non Instructional / Group Insurance	\$ -	\$ 1,437.25	\$ 17,737.90	
01 6940 4944 210 000 000 2	Non Instructional / Group Insurance	\$ -	\$ 366.34	\$ 1,720.92	
01 6940 4944 211 000 000	Certificated / Group Insurance	\$ -	\$ 31.24	\$ 371.28	
01 6940 4944 211 000 000 2	Certificated / Group Insurance	\$ -	\$ -	\$ -	
01 6940 4944 212 000 000	Instructional Aides / Group Insurance	\$ -	\$ 704.80	\$ 13,742.12	
01 6940 4944 216 000 000	Professional Non-Certificated / Group Insurance	\$ -	\$ 939.32	\$ 10,509.14	
01 6940 4944 216 000 000 2	Professional Non-Certificated / Group Insurance	\$ -	\$ 877.17	\$ 9,269.52	
01 6940 4944 220 000 000	Non-Instructional / FICA	\$ -	\$ 1,763.35	\$ 21,537.52	
01 6940 4944 220 000 000 2	Non-Instructional / FICA	\$ -	\$ 151.64	\$ 1,896.36	
01 6940 4944 221 000 000	Certificated / FICA	\$ -	\$ 450.22	\$ 5,340.51	
01 6940 4944 221 000 000 2	Certificated / FICA	\$ -	\$ -	\$ -	
01 6940 4944 222 000 000	Instructional Aides / FICA	\$ -	\$ 854.51	\$ 12,520.06	
01 6940 4944 223 000 000	Substitutes / FICA	\$ -	\$ -	\$ -	
01 6940 4944 226 000 000	Professional Non-Certificated / FICA	\$ 9.13	\$ 1,264.72	\$ 15,125.14	
01 6940 4944 226 000 000 2	Professional Non-Certificated / FICA	\$ -	\$ 814.59	\$ 9,889.82	
01 6940 4944 230 000 000	Non-Instructional / Retirement	\$ -	\$ 2,356.79	\$ 29,080.92	
01 6940 4944 230 000 000 2	Non-Instructional / Retirement	\$ -	\$ 207.72	\$ 2,501.08	
01 6940 4944 231 000 000	Certificated / Retirement	\$ -	\$ 581.33	\$ 6,895.76	
01 6940 4944 231 000 000 2	Certificated / Retirement	\$ -	\$ -	\$ -	
01 6940 4944 232 000 000	Instructional Aides /Retirement	\$ -	\$ 1,121.69	\$ 16,021.98	
01 6940 4944 236 000 000	Professional Non-Certificated / Retirement	\$ -	\$ 1,686.99	\$ 20,036.53	
01 6940 4944 236 000 000 2	Professional Non-Certificated / Retirement	\$ -	\$ 1,112.71	\$ 13,416.83	
01 6940 4944 262 000 000	Instructional Aides / Unemployment	\$ -	\$ -	\$ -	
01 6940 4944 270 000 000	Non Instructional Work Comp	\$ -	\$ -	\$ 3,380.61	
01 6940 4944 270 000 000 2	Non Instructional Work Comp	\$ -	\$ -	\$ 68.95	
01 6940 4944 272 000 000	Instructional Aides / Workers Comp	\$ -	\$ -	\$ 851.02	
01 6940 4944 276 000 000	Proff Non Cert Work Comp	\$ -	\$ -	\$ 554.50	
01 6940 4944 276 000 000 2	Professional Non-Certificated / Workers Comp	\$ -	\$ -	\$ 317.07	
01 6940 4944 290 000 000	Non Instructional / Other Benefits	\$ -	\$ 3.58	\$ 42.95	
01 6940 4944 291 000 000	Certificated / Other Benefits	\$ -	\$ -	\$ -	
01 6940 4944 292 000 000	Instructional Aides / Other Benefits	\$ -	\$ -	\$ 750.20	
01 6940 4944 296 000 000	Professional Non-Certificated / Other Benefits	\$ -	\$ 1.10	\$ 8.80	
01 6940 4944 296 000 000 2	Professional Non-Certificated / Other Benefits	\$ -	\$ 3.58	\$ 42.96	
01 6940 4944 333 000 000	Staff Mileage Reimbursement	\$ -	\$ -	\$ -	
01 6940 4944 340 000 000	Professional Services - Miscellaneous	\$ -	\$ 68.75	\$ 1,031.36	
01 6940 4944 340 317 000	Professional Services - Legal Services	\$ -	\$ -	\$ 69.88	
01 6940 4944 340 430 000	Professional Services - Vehicle Maintenance	\$ -	\$ -	\$ 3,418.09	
01 6940 4944 340 497 000	Professional Services - Building Maintenance	\$ -	\$ -	\$ 774.97	
01 6940 4944 340 540 000	Professional Services - Advertising	\$ 1,665.38	\$ -	\$ 2,899.40	
01 6940 4944 340 591 000	Professional Services - School District	\$ -	\$ -	\$ -	
01 6940 4944 340 683 000	Professional Services - Employee Health	\$ -	\$ -	\$ 1,111.37	
01 6940 4944 340 685 000	Professional Services - Background Checks	\$ -	\$ 36.25	\$ 388.97	
01 6940 4944 382 000 000	Distance Education and Telecommunications	\$ -	\$ 412.27	\$ 5,501.03	
01 6940 4944 382 000 000 2	Distance Education and Telecommunications	\$ -	\$ 32.50	\$ 390.00	
01 6940 4944 490 000 000	Other Purchased Property Services	\$ -	\$ 1,797.21	\$ 13,281.21	
01 6940 4944 490 410 000	Other Purchased Property Services - Supplies	\$ -	\$ -	\$ -	
01 6940 4944 490 441 000	Rentals of Land and Buildings	\$ -	\$ 1,000.00	\$ 40,834.03	
01 6940 4944 490 441 000 2	Rentals of Land and Buildings	\$ -	\$ -	\$ 4,500.33	
01 6940 4944 531 000 000	Postage	\$ -	\$ 83.76	\$ 873.64	
01 6940 4944 550 000 000	Printing and Binding	\$ -	\$ 165.29	\$ 2,008.44	
01 6940 4944 550 000 000 2	Printing and Binding	\$ -	\$ 46.49	\$ 564.90	
01 6940 4944 569 000 000	Tuition to Other School Districts	\$ -	\$ 48,845.00	\$ 436,851.50	
01 6940 4944 580 471 000	Travel Expense - Parent Engagement	\$ -	\$ 50.82	\$ 445.12	
01 6940 4944 580 520 000	Insurance-Auto/Liability	\$ -	\$ -	\$ 12,798.06	
01 6940 4944 580 670 000	Travel Expense - Local Travel	\$ 633.46	\$ 111.59	\$ 8,886.44	
01 6940 4944 580 670 000 2	Travel Expense - Local Travel	\$ -	\$ -	\$ -	
01 6940 4944 610 410 000	Supplies - General Supplies	\$ -	\$ 271.77	\$ 7,079.55	
01 6940 4944 610 412 000	Supplies - Office Supplies	\$ -	\$ -	\$ 484.39	
01 6940 4944 610 412 000 2	Supplies - Office Supplies	\$ -	\$ -	\$ -	
01 6940 4944 610 428 000	Supplies - Classroom Supplies	\$ -	\$ 124.45	\$ 4,280.94	
01 6940 4944 610 430 000	Supplies - Vehicle Repair	\$ -	\$ -	\$ 614.98	
01 6940 4944 610 471 000	Supplies - Policy Council /Socialization	\$ 194.09	\$ 498.58	\$ 6,216.93	
01 6940 4944 610 471 000 2	Supplies - Policy Council /Socialization	\$ -	\$ -	\$ 48.75	
01 6940 4944 610 495 000	Supplies - Nursery Supplies	\$ -	\$ 66.78	\$ 943.11	
01 6940 4944 610 497 000	Supplies - Building Maintenance	\$ -	\$ 221.95	\$ 9,957.46	
01 6940 4944 610 621 000	Supplies - Utility Services	\$ -	\$ 1,023.17	\$ 10,169.21	
01 6940 4944 610 626 000	Supplies - Bus Fuel	\$ -	\$ 362.27	\$ 3,401.60	
01 6940 4944 610 643 000	Web/Cloud Based Software	\$ -	\$ -	\$ 8,704.60	
01 6940 4944 650 460 000	Technology - Computer Hardware	\$ -	\$ -	\$ 694.26	
01 6940 4944 650 460 000 2	Technology - Computer Hardware	\$ -	\$ -	\$ -	
01 6940 4944 650 465 000	Technology - Computer Software	\$ -	\$ -	\$ -	
01 6940 4944 739 000 000	Machinery	\$ -	\$ -	\$ -	
01 6940 4944 810 000 000	Dues and Fees	\$ -	\$ -	\$ 2,953.00	
01 6940 4944 950 000 000 2	Indirect Costs	\$ -	\$ -	\$ 124,507.71	
		\$ 2,621.38	\$ 143,496.24	\$ 1,826,971.66	\$ 2,004,731.00
01 6940 4944 xxx xxx xxx 2	Notates ADMINISTRATIVE Expense	21			
\$330,282.94 ADMINISTRATIVE Expense YTD TOTAL			Percent of Budget Period (12 of 12 mo)	Percent Expended	
			100.0%	91.1%	

	PP2-5 6940-4948				
	HEAD START - TTA				
	(Training and Technical Assistance)				
	MAY 2025				
		CURRENT	PREVIOUS	YTD	2024-2025 BUDGET TTA HEAD START
		MONTH	MONTH	BUDGET PERIOD	
Account Number	Account Description	May 2025	April 2025	04/01/24 - 3/31/25	
01 6940 4948 330 672 000	Employee Training and Development	\$ 912.02	\$ -	\$ 2,537.32	
01 6940 4948 330 672 000 2	Employee Training and Development	\$ 1,590.06	\$ 277.85	\$ 4,308.81	
01 6940 4948 330 675 000	Employee Training and Development	\$ -	\$ 297.50	\$ 892.75	
01 6940 4948 330 675 000 2	Employee Training and Development	\$ 219.70	\$ -	\$ 506.02	
01 6940 4948 330 692 000	Dues and Fees	\$ -	\$ -	\$ 752.92	
01 6940 4948 330 692 000 2	Dues and Fees	\$ -	\$ -	\$ -	
01 6940 4948 340 000 000	Professional Services	\$ -	\$ -	\$ -	
01 6940 4948 340 675 000	Employee Development - Conference Registration	\$ (300.00)	\$ -	\$ 4,257.55	
01 6940 4948 340 675 000 2	Employee Development - Conference Registration	\$ -	\$ (110.50)	\$ 4,306.25	
01 6940 4948 340 692 000	Employee Development - Tuition Expense	\$ -	\$ -	\$ 3,541.28	
01 6940 4948 340 692 000 2	Employee Development - Tuition Expense	\$ -	\$ -	\$ -	
01 6940 4948 580 672 000	Travel Expense - Out of Town Travel	\$ -	\$ -	\$ 495.23	
01 6940 4948 580 672 000 2	Travel Expense - Out of Town Travel	\$ -	\$ -	\$ 2,035.14	
01 6940 4948 610 410 000	Supplies - Material Costs	\$ -	\$ -	\$ -	
01 6940 4948 610 490 000	Supplies - Food Costs	\$ -	\$ -	\$ 2,475.33	
01 6940 4948 810 000 000	Dues and Fees	\$ -	\$ -	\$ -	
		\$ 2,421.78	\$ 464.85	\$ 26,108.60	\$ 26,931.00
01 6940 4948 xxx xxx xxx 2	Notates ADMINISTRATIVE Expense				
\$6,847.41 ADMINISTRATIVE Expense YTD TOTAL		Percent of Budget Period (12 of 12 mo)		Percent Expended	
		100.0%		96.9%	

	PP2-5 6940-4947				
	EARLY HEAD START - OPERATING				
	MAY 2025				
		CURRENT	PREVIOUS	Budget Period	2024-2025 BUDGET
		MONTH	MONTH	YTD	
Account Number	Account Description	May 2025	April 2025	04/01/24 - 3/31/25	04/01/24 - 3/31/25
01 6940 4947 110 000 000	Non-Instructional / Staff	\$ -	\$ 15,674.04	\$ 196,086.00	
01 6940 4947 110 000 000 2	Non-Instructional / Staff	\$ -	\$ 1,132.32	\$ 13,633.76	
01 6940 4947 112 000 000	Instructional Aides	\$ -	\$ 67,548.00	\$ 833,579.89	
01 6940 4947 116 000 000	Professional Non-Certificated /Staff	\$ 64.25	\$ 13,844.36	\$ 183,048.58	
01 6940 4947 116 000 000 2	Professional Non-Certificated /Staff	\$ -	\$ 5,667.92	\$ 68,505.54	
01 6940 4947 210 000 000	Non Instructional / Group Insurance	\$ -	\$ 853.40	\$ 9,054.24	
01 6940 4947 210 000 000 2	Non Instructional / Group Insurance	\$ -	\$ 197.26	\$ 926.68	
01 6940 4947 212 000 000	Instructional Aides / Group Insurance	\$ -	\$ 3,319.00	\$ 37,516.15	
01 6940 4947 216 000 000	Professional Non-Certificated / Group Insurance	\$ -	\$ 873.13	\$ 12,086.74	
01 6940 4947 216 000 000 2	Professional Non-Certificated / Group Insurance	\$ -	\$ 442.27	\$ 4,647.61	
01 6940 4947 220 000 000	Non-Instructional / FICA	\$ -	\$ 1,159.10	\$ 14,548.64	
01 6940 4947 220 000 000 2	Non-Instructional / FICA	\$ -	\$ 81.65	\$ 1,021.14	
01 6940 4947 222 000 000	Instructional Aides / FICA	\$ -	\$ 5,074.20	\$ 62,638.77	
01 6940 4947 226 000 000	Professional Non-Certificated / FICA	\$ 4.91	\$ 1,004.17	\$ 13,426.30	
01 6940 4947 226 000 000 2	Professional Non-Certificated / FICA	\$ -	\$ 408.54	\$ 4,976.88	
01 6940 4947 230 000 000	Non-Instructional / Retirement	\$ -	\$ 1,548.25	\$ 19,366.48	
01 6940 4947 230 000 000 2	Non-Instructional / Retirement	\$ -	\$ 111.85	\$ 1,346.72	
01 6940 4947 232 000 000	Instructional Aides /Retirement	\$ -	\$ 6,672.26	\$ 81,714.21	
01 6940 4947 236 000 000	Professional Non-Certificated / Retirement	\$ -	\$ 1,367.52	\$ 18,055.88	
01 6940 4947 236 000 000 2	Professional Non-Certificated / Retirement	\$ -	\$ 559.87	\$ 6,766.85	
01 6940 4947 262 000 000	Instructional Aides / Unemployment	\$ -	\$ -	\$ 2,420.71	
01 6940 4947 270 000 000	Non Instructional Work Comp	\$ -	\$ -	\$ 1,560.14	
01 6940 4947 270 000 000 2	Non Instructional Work Comp	\$ -	\$ -	\$ 37.13	
01 6940 4947 272 000 000	Instructional Aides / Workers Comp	\$ -	\$ -	\$ 2,029.99	
01 6940 4947 276 000 000	Proff Non Cert Work Comp	\$ -	\$ -	\$ 518.25	
01 6940 4947 276 000 000 2	Professional Non-Certificated / Workers Comp	\$ -	\$ -	\$ 238.11	
01 6940 4947 290 000 000	Non-Instructional / Other Benefits	\$ -	\$ 1.92	\$ 23.05	
01 6940 4947 292 000 000	Instructional Aides / Other Benefits	\$ -	\$ -	\$ 403.96	
01 6940 4947 296 000 000	Professional Non-Certificated / Other Benefits	\$ -	\$ 4.40	\$ 35.20	
01 6940 4947 296 000 000 2	Professional Non-Certificated / Other Benefits	\$ -	\$ 1.92	\$ 23.04	
01 6940 4947 340 000 000	Professional Services - Miscellaneous	\$ -	\$ 181.25	\$ 1,431.98	
01 6940 4947 340 317 000	Professional Services - Legal Services	\$ -	\$ -	\$ 37.62	
01 6940 4947 340 430 000	Professional Services - Vehicle Maintenance	\$ -	\$ -	\$ 655.00	
01 6940 4947 340 497 000	Professional Services - Building Maintenance	\$ -	\$ -	\$ 2,147.19	
01 6940 4947 340 540 000	Professional Services - Advertising	\$ 896.75	\$ 127.42	\$ 1,412.30	
01 6940 4947 340 683 000	Professional Services - Employee Health	\$ -	\$ 202.00	\$ 836.63	
01 6940 4947 340 685 000	Professional Services - Background Checks	\$ -	\$ 159.75	\$ 487.53	
01 6940 4947 382 000 000	Distance Education and Telecommunications	\$ -	\$ 425.81	\$ 6,367.92	
01 6940 4947 382 000 000 2	Distance Education and Telecommunications	\$ -	\$ 17.50	\$ 210.00	
01 6940 4947 490 000 000	Other Purchased Property Services	\$ -	\$ 4,161.74	\$ 26,750.13	
01 6940 4947 490 441 000	Rentals of Land and Buildings	\$ -	\$ -	\$ 44,073.65	
01 6940 4947 490 441 000 2	Rentals of Land and Buildings	\$ -	\$ -	\$ 1,360.69	
01 6940 4947 531 000 000	Postage	\$ -	\$ -	\$ -	
01 6940 4947 550 000 000	Printing and Binding	\$ -	\$ 273.75	\$ 3,326.40	
01 6940 4947 550 000 000 2	Printing and Binding	\$ -	\$ 30.99	\$ 376.58	
01 6940 4947 580 471 000	Travel Expense - Parent Engagement	\$ -	\$ -	\$ 131.32	
01 6940 4947 580 520 000	Insurance-Auto/Liability	\$ -	\$ -	\$ 2,373.20	
01 6940 4947 580 670 000	Travel Expense - Local Travel	\$ -	\$ 100.38	\$ 772.84	
01 6940 4947 580 670 000 2	Travel Expense - Local Travel	\$ -	\$ -	\$ -	
01 6940 4947 610 410 000	Supplies - General Supplies	\$ -	\$ 789.30	\$ 16,065.24	
01 6940 4947 610 412 000	Supplies - Office Supplies	\$ -	\$ -	\$ 340.80	
01 6940 4947 610 412 000 2	Supplies - Office Supplies	\$ -	\$ -	\$ -	
01 6940 4947 610 428 000	Supplies - Classroom Supplies	\$ -	\$ 255.59	\$ 3,138.37	
01 6940 4947 610 430 000	Supplies - Vehicle Repair	\$ -	\$ -	\$ 55.08	
01 6940 4947 610 471 000	Supplies - Policy Council /Socialization	\$ -	\$ 883.92	\$ 5,759.84	
01 6940 4947 610 471 000 2	Supplies - Policy Council /Socialization	\$ -	\$ -	\$ 26.25	
01 6940 4947 610 495 000	Supplies - Nursery Supplies	\$ -	\$ 698.79	\$ 7,238.04	
01 6940 4947 610 497 000	Supplies - Building Maintenance	\$ -	\$ 315.42	\$ 11,149.10	
01 6940 4947 610 621 000	Supplies - Utility Services	\$ -	\$ 2,050.88	\$ 21,018.61	
01 6940 4947 610 643 000	Technology - Software	\$ -	\$ -	\$ 6,357.40	
01 6940 4947 650 460 000	Technology - Computer Hardware	\$ -	\$ -	\$ 1,132.74	
01 6940 4947 650 460 000 2	Technology - Computer Hardware	\$ -	\$ -	\$ -	
01 6940 4947 650 465 000	Technology - Computer Software	\$ -	\$ -	\$ -	
01 6940 4947 739 000 000	Machinery	\$ -	\$ -	\$ -	
01 6940 4947 810 000 000	Dues and Fees	\$ -	\$ -	\$ 1,627.00	
01 6940 4947 950 000 000 2	Indirect Costs	\$ -	\$ -	\$ 129,416.67	
		\$ 965.91	\$ 138,221.84	\$ 1,886,312.76	\$ 1,668,156.00
01 6940 4947 xxx xxx xxx 2	Notates ADMINISTRATIVE Expense				
\$233,513.65 ADMINISTRATIVE Expense YTD TOTAL			Percent of Budget Period (12 of 12 mo)	Percent Expended	
			100.0%	113.1%	

	PP2-5 6940-4949				
	EARLY HEAD START - TTA				
	(Training and Technical Assistance)				
	MAY 2025				
		CURRENT	PREVIOUS	YTD	2024-2025 BUDGET
		MONTH	MONTH	BUDGET PERIOD	TTA
Account Number	Account Description	May 2025	April 2025	04/01/24 - 3/31/25	EARLY HEAD START
01 6940 4949 330 672 000	Employee Training and Development	\$ -	\$ -	\$ 376.71	
01 6940 4949 330 672 000 2	Employee Training and Development	\$ 856.20	\$ 149.61	\$ 2,320.17	
01 6940 4949 330 675 000	Employee Training and Development	\$ -	\$ -	\$ 349.75	
01 6940 4949 330 675 000 2	Employee Training and Development	\$ 118.30	\$ -	\$ 272.49	
01 6940 4949 330 692 000	TUITION EXPENSE FOR EMPLOYEES	\$ -	\$ -	\$ 558.80	
01 6940 4949 330 692 000 2	TUITION EXPENSE FOR EMPLOYEES	\$ -	\$ -	\$ -	
01 6940 4949 340 000 000	Professional Services	\$ -	\$ -	\$ -	
01 6940 4949 340 675 000	Employee Development - Conference Registration	\$ -	\$ -	\$ 3,575.80	
01 6940 4949 340 675 000 2	Employee Development - Conference Registration	\$ -	\$ (59.50)	\$ 2,318.75	
01 6940 4949 340 692 000	Employee Development - Tuition Expense	\$ -	\$ -	\$ 14,358.66	
01 6940 4949 340 692 000 2	Employee Development - Tuition Expense	\$ -	\$ -	\$ -	
01 6940 4949 580 672 000	Travel Expense - Out of Town Travel	\$ -	\$ -	\$ 478.87	
01 6940 4949 580 672 000 2	Travel Expense - Out of Town Travel	\$ -	\$ -	\$ 1,095.76	
01 6940 4949 610 410 000	Supplies - Material Costs	\$ -	\$ -	\$ -	
01 6940 4949 610 490 000	Supplies - Food Costs	\$ -	\$ -	\$ 1,381.59	
01 6940 4949 810 000 000	Dues and Fees	\$ -	\$ -	\$ -	
		\$ 974.50	\$ 90.11	\$ 27,087.35	\$ 23,356.00
01 6940 4949 xxx xxx xxx 2	Notates ADMINISTRATIVE Expense				
		Percent of Budget Period (12 of 12 mo)			Percent Expended
	\$3,414.51 ADMINISTRATIVE Expense YTD TOTAL			100.0%	116.0%

2024-2025 Budget Period
HS/EHS Administrative Percentage
As of May 31, 2025

Head Start Operating ADMIN Expenses YTD	\$	330,282.94
Head Start TTA ADMIN Expenses YTD	\$	6,847.41
Early Head Start Operating ADMIN Expenses YTD	\$	233,513.65
Early Head Start TTA ADMIN Expenses YTD	\$	3,414.51
TOTAL ADMIN EXPENSES YTD	\$	574,058.51

TOTAL Head Start Operating Expenses YTD	\$	1,826,971.66
TOTAL Head Start TTA Expenses YTD	\$	26,108.60
TOTAL Early Head Start Operating Expenses YTD	\$	1,886,312.76
TOTAL Early Head Start TTA Expenses YTD	\$	27,087.35
HS/EHS Inkind YTD	\$	1,445,445.00
TOTAL PROGRAM EXPENSES YTD	\$	5,211,925.37

YTD ADMINISTRATIVE PERCENTAGE **11.01%**
(Total Admin Expense YTD/Total Program Expense YTD)

	PP3-1 6940-4941				
	HEAD START - OPERATING				
	MAY 2025				
		CURRENT	PREVIOUS	Budget Period	2025-2026 BUDGET
		MONTH	MONTH	YTD	
Account Number	Account Description	May 2025	April 2025	04/01/25 - 3/31/26	04/01/25 - 3/31/26
01 6940 4941 110 000 000	Non-Instructional / Staff	\$ 25,677.10	\$ -	\$ 25,677.10	
01 6940 4941 110 000 000 2	Non-Instructional / Staff	\$ 2,102.88	\$ -	\$ 2,102.88	
01 6940 4941 111 000 000	Certificated / Salaries	\$ 5,906.95	\$ -	\$ 5,906.95	
01 6940 4941 112 000 000	Instructional Aides	\$ 18,279.55	\$ -	\$ 18,279.55	
01 6940 4941 113 000 000	Substitute	\$ -	\$ -	\$ -	
01 6940 4941 116 000 000	Professional Non-Certificated /Staff	\$ 19,053.02	\$ -	\$ 19,053.02	
01 6940 4941 116 000 000 2	Professional Non-Certificated /Staff	\$ 9,783.05	\$ -	\$ 9,783.05	
01 6940 4941 210 000 000	Non Instructional / Group Insurance	\$ 1,949.38	\$ -	\$ 1,949.38	
01 6940 4941 210 000 000 2	Non Instructional / Group Insurance	\$ 366.34	\$ -	\$ 366.34	
01 6940 4941 211 000 000	Certificated / Group Insurance	\$ 31.24	\$ -	\$ 31.24	
01 6940 4941 212 000 000	Instructional Aides / Group Insurance	\$ 1,835.73	\$ -	\$ 1,835.73	
01 6940 4941 216 000 000	Professional Non-Certificated / Group Insurance	\$ 1,099.55	\$ -	\$ 1,099.55	
01 6940 4941 216 000 000 2	Professional Non-Certificated / Group Insurance	\$ 734.23	\$ -	\$ 734.23	
01 6940 4941 220 000 000	Non-Instructional / FICA	\$ 1,869.13	\$ -	\$ 1,869.13	
01 6940 4941 220 000 000 2	Non-Instructional / FICA	\$ 151.64	\$ -	\$ 151.64	
01 6940 4941 221 000 000	Certificated / FICA	\$ 450.22	\$ -	\$ 450.22	
01 6940 4941 222 000 000	Instructional Aides / FICA	\$ 1,333.32	\$ -	\$ 1,333.32	
01 6940 4941 223 000 000	Substitutes / FICA	\$ -	\$ -	\$ -	
01 6940 4941 226 000 000	Professional Non-Certificated / FICA	\$ 1,396.80	\$ -	\$ 1,396.80	
01 6940 4941 226 000 000 2	Professional Non-Certificated / FICA	\$ 707.40	\$ -	\$ 707.40	
01 6940 4941 230 000 000	Non-Instructional / Retirement	\$ 2,522.15	\$ -	\$ 2,522.15	
01 6940 4941 230 000 000 2	Non-Instructional / Retirement	\$ 207.72	\$ -	\$ 207.72	
01 6940 4941 231 000 000	Certificated / Retirement	\$ 581.33	\$ -	\$ 581.33	
01 6940 4941 232 000 000	Instructional Aides /Retirement	\$ 1,790.36	\$ -	\$ 1,790.36	
01 6940 4941 236 000 000	Professional Non-Certificated / Retirement	\$ 1,871.16	\$ -	\$ 1,871.16	
01 6940 4941 236 000 000 2	Professional Non-Certificated / Retirement	\$ 962.16	\$ -	\$ 962.16	
01 6940 4941 262 000 000	Instructional Aides / Unemployment	\$ -	\$ -	\$ -	
01 6940 4941 270 000 000	Non Instructional Work Comp	\$ -	\$ -	\$ -	
01 6940 4941 270 000 000 2	Non Instructional Work Comp	\$ -	\$ -	\$ -	
01 6940 4941 272 000 000	Instructional Aides / Workers Comp	\$ -	\$ -	\$ -	
01 6940 4941 276 000 000	Proff Non Cert Work Comp	\$ -	\$ -	\$ -	
01 6940 4941 276 000 000 2	Professional Non-Certificated / Workers Comp	\$ -	\$ -	\$ -	
01 6940 4941 290 000 000	Non Instructional / Other Benefits	\$ 3.58	\$ -	\$ 3.58	
01 6940 4941 290 000 000 2	Non Instructional / Other Benefits	\$ -	\$ -	\$ -	
01 6940 4941 291 000 000	Certificated / Other Benefits	\$ -	\$ -	\$ -	
01 6940 4941 292 000 000	Instructional Aides / Other Benefits	\$ -	\$ -	\$ -	
01 6940 4941 296 000 000	Professional Non-Certificated / Other Benefits	\$ 1.10	\$ -	\$ 1.10	
01 6940 4941 296 000 000 2	Professional Non-Certificated / Other Benefits	\$ 3.58	\$ -	\$ 3.58	
01 6940 4941 330 000 000	Employee Training and Development	\$ -	\$ -	\$ -	
01 6940 4941 333 000 000	Staff Mileage Reimbursement	\$ -	\$ -	\$ -	
01 6940 4941 340 000 000	Professional Services - Miscellaneous	\$ -	\$ -	\$ -	
01 6940 4941 340 317 000	Professional Services - Legal Services	\$ -	\$ -	\$ -	
01 6940 4941 340 430 000	Professional Services - Vehicle Maintenance	\$ 356.59	\$ -	\$ 356.59	
01 6940 4941 340 497 000	Professional Services - Building Maintenance	\$ -	\$ -	\$ -	
01 6940 4941 340 540 000	Professional Services - Advertising	\$ -	\$ -	\$ -	
01 6940 4941 340 591 000	Professional Services - School District	\$ -	\$ -	\$ -	
01 6940 4941 340 683 000	Professional Services - Employee Health	\$ -	\$ 55.55	\$ 55.55	
01 6940 4941 340 685 000	Professional Services - Background Checks	\$ 6.89	\$ -	\$ 6.89	
01 6940 4941 340 685 000 2	Other Professional Services	\$ -	\$ -	\$ -	
01 6940 4941 382 000 000	Distance Education and Telecommunications	\$ 284.85	\$ 157.43	\$ 442.28	
01 6940 4941 382 000 000 2	Distance Education and Telecommunications	\$ 32.50	\$ -	\$ 32.50	
01 6940 4941 490 000 000	Other Purchased Property Services	\$ 1,048.60	\$ (113.40)	\$ 935.20	
01 6940 4941 490 410 000	Other Purchased Property Services - Supplies	\$ -	\$ -	\$ -	
01 6940 4941 490 441 000	Rentals of Land and Buildings	\$ 2,705.77	\$ 2,583.67	\$ 5,289.44	
01 6940 4941 490 441 000 2	Rentals of Land and Buildings	\$ 409.91	\$ 361.74	\$ 771.65	
01 6940 4941 490 497 000	Other Supplies and Materials	\$ -	\$ -	\$ -	
01 6940 4941 531 000 000	Postage	\$ 66.27	\$ -	\$ 66.27	
01 6940 4941 550 000 000	Printing and Binding	\$ 198.01	\$ -	\$ 198.01	
01 6940 4941 550 000 000 2	Printing and Binding	\$ 55.69	\$ -	\$ 55.69	
01 6940 4941 569 000 000	Tuition to Other School Districts	\$ 49,001.00	\$ -	\$ 49,001.00	
01 6940 4941 580 471 000	Travel Expense - Parent Engagement	\$ 50.96	\$ -	\$ 50.96	
01 6940 4941 580 520 000	Insurance-Auto/Liability	\$ -	\$ -	\$ -	
01 6940 4941 580 670 000	Travel Expense - Local Travel	\$ 740.12	\$ -	\$ 740.12	
01 6940 4941 580 670 000 2	Travel Expense - Local Travel	\$ -	\$ -	\$ -	
01 6940 4941 610 000 000	Supplies	\$ -	\$ -	\$ -	
01 6940 4941 610 000 000 2	Supplies	\$ -	\$ -	\$ -	
01 6940 4941 610 410 000	Supplies - General Supplies	\$ 583.74	\$ (39.69)	\$ 544.05	
01 6940 4941 610 412 000	Supplies - Office Supplies	\$ 23.39	\$ -	\$ 23.39	
01 6940 4941 610 412 000 2	Supplies - Office Supplies	\$ -	\$ -	\$ -	
01 6940 4941 610 415 000	Supplies - Co-Op Purchases	\$ -	\$ -	\$ -	
01 6940 4941 610 428 000	Supplies - Classroom Supplies	\$ 643.24	\$ -	\$ 643.24	
01 6940 4941 610 430 000	Supplies - Vehicle Repair	\$ -	\$ -	\$ -	
01 6940 4941 610 471 000	Supplies - Policy Council /Socialization	\$ 294.72	\$ -	\$ 294.72	
01 6940 4941 610 471 000 2	Supplies - Policy Council /Socialization	\$ -	\$ -	\$ -	
01 6940 4941 610 495 000	Supplies - Nursery Supplies	\$ -	\$ -	\$ -	
01 6940 4941 610 497 000	Supplies - Building Maintenance	\$ 248.74	\$ -	\$ 248.74	
01 6940 4941 610 540 000	Supplies - Advertising	\$ -	\$ -	\$ -	
01 6940 4941 610 621 000	Supplies - Utility Services	\$ 259.38	\$ 413.64	\$ 673.02	
01 6940 4941 610 626 000	Supplies - Bus Fuel	\$ 447.94	\$ -	\$ 447.94	
01 6940 4941 610 643 000	Web/Cloud Based Software	\$ -	\$ -	\$ -	
01 6940 4941 650 460 000	Technology - Computer Hardware	\$ -	\$ -	\$ -	
01 6940 4941 650 460 000 2	Technology - Computer Hardware	\$ -	\$ -	\$ -	
01 6940 4941 650 465 000	Technology - Computer Software	\$ -	\$ -	\$ -	
01 6940 4941 739 000 000	Machinery	\$ -	\$ -	\$ -	
01 6940 4941 810 000 000	Dues and Fees	\$ 10.75	\$ -	\$ 10.75	
01 6940 4941 810 430 000	Dues and Fees - Auto Supplies	\$ -	\$ -	\$ -	
01 6940 4941 950 000 000 2	Indirect Costs	\$ -	\$ -	\$ -	
		26			
		\$ 158,139.73	\$ 3,418.94	\$ 161,558.67	\$ 2,051,842.00
01 6940 4941 xxx xxx xxx 2	Notates ADMINISTRATIVE Expense				
\$15,878.84 ADMINISTRATIVE Expense YTD TOTAL			Percent of Budget Period (2 of 12 mo)	Percent Expended	
			16.7%	7.9%	

	PP3-1 6940-4945				
	HEAD START - TTA				
	(Training and Technical Assistance)				
	MAY 2025				
		CURRENT	PREVIOUS	YTD	2025-2026 BUDGET TTA HEAD START
		MONTH	MONTH	BUDGET PERIOD	
Account Number	Account Description	May 2025	April 2025	04/01/25 - 3/31/26	
01 6940 4945 330 692 000	Dues and Fees	\$ -	\$ -	\$ -	
01 6940 4945 330 692 000 2	Dues and Fees	\$ -	\$ -	\$ -	
01 6940 4945 340 000 000	Professional Services	\$ -	\$ -	\$ -	
01 6940 4945 340 675 000	Employee Development - Conference Registration	\$ -	\$ -	\$ -	
01 6940 4945 340 675 000 2	Employee Development - Conference Registration	\$ -	\$ -	\$ -	
01 6940 4945 340 692 000	Employee Development - Tuition Expense	\$ -	\$ -	\$ -	
01 6940 4945 340 692 000 2	Employee Development - Tuition Expense	\$ -	\$ -	\$ -	
01 6940 4945 580 672 000	Travel Expense - Out of Town Travel	\$ -	\$ -	\$ -	
01 6940 4945 580 672 000 2	Travel Expense - Out of Town Travel	\$ -	\$ -	\$ -	
01 6940 4945 610 410 000	Supplies - Material Costs	\$ -	\$ -	\$ -	
01 6940 4945 610 490 000	Supplies - Food Costs	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
01 6940 4945 xxx xxx xxx 2	Notates ADMINISTRATIVE Expense				\$ 26,931.00
\$0.00 ADMINISTRATIVE Expense YTD TOTAL		Percent of Budget Period (2 of 12 mo)		Percent Expended	
		16.7%		0.0%	

	PP3-1 6940-4943				
	EARLY HEAD START - OPERATING				
	MAY 2025				
		CURRENT	PREVIOUS	Budget Period	2025-2026 BUDGET
		MONTH	MONTH	YTD	
Account Number	Account Description	May 2025	April 2025	04/01/25 - 3/31/26	04/01/25 - 3/31/26
01 6940 4943 110 000 000	Non-Instructional / Staff	\$ 17,012.38	\$ -	\$ 17,012.38	
01 6940 4943 110 000 000 2	Non-Instructional / Staff	\$ 1,132.32	\$ -	\$ 1,132.32	
01 6940 4943 112 000 000	Instructional Aides	\$ 68,733.50	\$ -	\$ 68,733.50	
01 6940 4943 116 000 000	Professional Non-Certificated /Staff	\$ 14,742.28	\$ -	\$ 14,742.28	
01 6940 4943 116 000 000 2	Professional Non-Certificated /Staff	\$ 4,755.11	\$ -	\$ 4,755.11	
01 6940 4943 210 000 000	Non Instructional / Group Insurance	\$ 920.93	\$ -	\$ 920.93	
01 6940 4943 210 000 000 2	Non Instructional / Group Insurance	\$ 197.26	\$ -	\$ 197.26	
01 6940 4943 212 000 000	Instructional Aides / Group Insurance	\$ 2,188.39	\$ -	\$ 2,188.39	
01 6940 4943 216 000 000	Professional Non-Certificated / Group Insurance	\$ 943.45	\$ -	\$ 943.45	
01 6940 4943 216 000 000 2	Professional Non-Certificated / Group Insurance	\$ 354.66	\$ -	\$ 354.66	
01 6940 4943 220 000 000	Non-Instructional / FICA	\$ 1,251.14	\$ -	\$ 1,251.14	
01 6940 4943 220 000 000 2	Non-Instructional / FICA	\$ 81.65	\$ -	\$ 81.65	
01 6940 4943 222 000 000	Instructional Aides / FICA	\$ 5,144.60	\$ -	\$ 5,144.60	
01 6940 4943 226 000 000	Professional Non-Certificated / FICA	\$ 1,063.33	\$ -	\$ 1,063.33	
01 6940 4943 226 000 000 2	Professional Non-Certificated / FICA	\$ 342.85	\$ -	\$ 342.85	
01 6940 4943 230 000 000	Non-Instructional / Retirement	\$ 1,669.29	\$ -	\$ 1,669.29	
01 6940 4943 230 000 000 2	Non-Instructional / Retirement	\$ 111.85	\$ -	\$ 111.85	
01 6940 4943 232 000 000	Instructional Aides /Retirement	\$ 6,565.30	\$ -	\$ 6,565.30	
01 6940 4943 236 000 000	Professional Non-Certificated / Retirement	\$ 1,449.88	\$ -	\$ 1,449.88	
01 6940 4943 236 000 000 2	Professional Non-Certificated / Retirement	\$ 467.60	\$ -	\$ 467.60	
01 6940 4943 262 000 000	Instructional Aides / Unemployment	\$ -	\$ -	\$ -	
01 6940 4943 270 000 000	Non Instructional Work Comp	\$ -	\$ -	\$ -	
01 6940 4943 270 000 000 2	Non Instructional Work Comp	\$ -	\$ -	\$ -	
01 6940 4943 272 000 000	Instructional Aides / Workers Comp	\$ -	\$ -	\$ -	
01 6940 4943 276 000 000	Proff Non Cert Work Comp	\$ -	\$ -	\$ -	
01 6940 4943 276 000 000 2	Professional Non-Certificated / Workers Comp	\$ -	\$ -	\$ -	
01 6940 4943 290 000 000	Non-Instructional / Other Benefits	\$ 1.92	\$ -	\$ 1.92	
01 6940 4943 290 000 000 2	Non-Instructional / Other Benefits	\$ -	\$ -	\$ -	
01 6940 4943 292 000 000	Instructional Aides / Other Benefits	\$ -	\$ -	\$ -	
01 6940 4943 296 000 000	Professional Non-Certificated / Other Benefits	\$ 4.40	\$ -	\$ 4.40	
01 6940 4943 296 000 000 2	Professional Non-Certificated / Other Benefits	\$ 1.92	\$ -	\$ 1.92	
01 6940 4943 330 000 000	Employee Training and Development	\$ -	\$ -	\$ -	
01 6940 4943 333 000 000	Staff Mileage Reimbursement	\$ -	\$ -	\$ -	
01 6940 4943 340 000 000	Professional Services - Miscellaneous	\$ -	\$ -	\$ -	
01 6940 4943 340 317 000	Professional Services - Legal Services	\$ -	\$ -	\$ -	
01 6940 4943 340 430 000	Professional Services - Vehicle Maintenance	\$ -	\$ -	\$ -	
01 6940 4943 340 471 000	Other Professional Services	\$ -	\$ -	\$ -	
01 6940 4943 340 497 000	Professional Services - Building Maintenance	\$ -	\$ -	\$ -	
01 6940 4943 340 540 000	Professional Services - Advertising	\$ -	\$ -	\$ -	
01 6940 4943 340 683 000	Professional Services - Employee Health	\$ -	\$ 146.45	\$ 146.45	
01 6940 4943 340 685 000	Professional Services - Background Checks	\$ 33.61	\$ -	\$ 33.61	
01 6940 4943 340 685 000 2	Other Professional Services	\$ -	\$ -	\$ -	
01 6940 4943 382 000 000	Distance Education and Telecommunications	\$ 32.80	\$ 393.06	\$ 425.86	
01 6940 4943 382 000 000 2	Distance Education and Telecommunications	\$ 17.50	\$ -	\$ 17.50	
01 6940 4943 490 000 000	Other Purchased Property Services	\$ 2,059.00	\$ (567.00)	\$ 1,492.00	
01 6940 4943 490 441 000	Rentals of Land and Buildings	\$ 3,333.85	\$ 3,296.77	\$ 6,630.62	
01 6940 4943 490 441 000 2	Rentals of Land and Buildings	\$ 124.67	\$ 110.02	\$ 234.69	
01 6940 4943 490 497 000	Other Supplies and Materials	\$ -	\$ -	\$ -	
01 6940 4943 531 000 000	Postage	\$ -	\$ -	\$ -	
01 6940 4943 550 000 000	Printing and Binding	\$ 327.96	\$ -	\$ 327.96	
01 6940 4943 550 000 000 2	Printing and Binding	\$ 37.13	\$ -	\$ 37.13	
01 6940 4943 580 471 000	Travel Expense - Parent Engagement	\$ -	\$ -	\$ -	
01 6940 4943 580 520 000	Insurance-Auto/Liability	\$ -	\$ -	\$ -	
01 6940 4943 580 670 000	Travel Expense - Local Travel	\$ 90.77	\$ -	\$ 90.77	
01 6940 4943 580 670 000 2	Travel Expense - Local Travel	\$ -	\$ -	\$ -	
01 6940 4943 610 000 000	Supplies	\$ -	\$ -	\$ -	
01 6940 4943 610 000 000 2	Supplies	\$ -	\$ -	\$ -	
01 6940 4943 610 410 000	Supplies - General Supplies	\$ 1,667.77	\$ (187.11)	\$ 1,480.66	
01 6940 4943 610 412 000	Supplies - Office Supplies	\$ 12.59	\$ -	\$ 12.59	
01 6940 4943 610 412 000 2	Supplies - Office Supplies	\$ -	\$ -	\$ -	
01 6940 4943 610 428 000	Supplies - Classroom Supplies	\$ 35.95	\$ 64.45	\$ 100.40	
01 6940 4943 610 430 000	Supplies - Vehicle Repair	\$ -	\$ -	\$ -	
01 6940 4943 610 471 000	Supplies - Policy Council /Socialization	\$ 438.06	\$ -	\$ 438.06	
01 6940 4943 610 471 000 2	Supplies - Policy Council /Socialization	\$ -	\$ -	\$ -	
01 6940 4943 610 495 000	Supplies - Nursery Supplies	\$ 578.16	\$ 243.99	\$ 822.15	
01 6940 4943 610 497 000	Supplies - Building Maintenance	\$ 550.18	\$ -	\$ 550.18	
01 6940 4943 610 540 000	Supplies - Advertising	\$ -	\$ -	\$ -	
01 6940 4943 610 621 000	Supplies - Utility Services	\$ 197.30	\$ 481.72	\$ 679.02	
01 6940 4943 610 643 000	Technology - Software	\$ -	\$ -	\$ -	
01 6940 4943 650 460 000	Technology - Computer Hardware	\$ -	\$ -	\$ -	
01 6940 4943 650 460 000 2	Technology - Computer Hardware	\$ -	\$ -	\$ -	
01 6940 4943 650 465 000	Technology - Computer Software	\$ -	\$ -	\$ -	
01 6940 4943 739 000 000	Machinery	\$ -	\$ -	\$ -	
01 6940 4943 810 000 000	Dues and Fees	\$ 89.21	\$ -	\$ 89.21	
01 6940 4943 950 000 000 2	Indirect Costs	\$ -	\$ -	\$ -	
		\$ 28,138,762.52	\$ 3,982.35	\$ 142,744.87	\$ 1,707,358.00
01 6940 4943 xxx xxx xxx 2	Notates ADMINISTRATIVE Expense				
\$7,734.54 ADMINISTRATIVE Expense YTD TOTAL			Percent of Budget Period (2 of 12 mo)	Percent Expended	
			16.7%	8.4%	

	PP3-1 6940-4946				
	EARLY HEAD START - TTA				
	(Training and Technical Assistance)				
	MAY 2025				
		CURRENT	PREVIOUS	YTD	2025-2026 BUDGET
		MONTH	MONTH	BUDGET PERIOD	TTA
		May 2025	April 2025	04/01/25 - 3/31/26	EARLY HEAD START
Account Number	Account Description				
01 6940 4946 330 675 000	Transportation Services	\$ -	\$ -	\$ -	
01 6940 4946 330 692 000	TUITION EXPENSE FOR EMPLOYEES	\$ -	\$ -	\$ -	
01 6940 4946 330 692 000 2	TUITION EXPENSE FOR EMPLOYEES	\$ -	\$ -	\$ -	
01 6940 4946 340 000 000	Professional Services	\$ -	\$ -	\$ -	
01 6940 4946 340 675 000	Employee Development - Conference Registration	\$ -	\$ -	\$ -	
01 6940 4946 340 675 000 2	Employee Development - Conference Registration	\$ -	\$ -	\$ -	
01 6940 4946 340 692 000	Employee Development - Tuition Expense	\$ -	\$ -	\$ -	
01 6940 4946 340 692 000 2	Employee Development - Tuition Expense	\$ -	\$ -	\$ -	
01 6940 4946 580 672 000	Travel Expense - Out of Town Travel	\$ -	\$ -	\$ -	
01 6940 4946 580 672 000 2	Travel Expense - Out of Town Travel	\$ -	\$ -	\$ -	
01 6940 4946 610 410 000	Supplies - Material Costs	\$ -	\$ -	\$ -	
01 6940 4946 610 490 000	Supplies - Food Costs	\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	\$ 23,356.00
01 6940 4946 xxx xxx xxx 2	Notates ADMINISTRATIVE Expense				
	\$0.00 ADMINISTRATIVE Expense YTD TOTAL				
				Percent of Budget Period (2 of 12 mo)	Percent Expended
				16.7%	0.0%

**2025-2026 Budget Period
HS/EHS Administrative Percentage
As of May 31, 2025**

Head Start Operating ADMIN Expenses YTD	\$	15,878.84
Head Start TTA ADMIN Expenses YTD	\$	-
Early Head Start Operating ADMIN Expenses YTD	\$	7,734.54
Early Head Start TTA ADMIN Expenses YTD	\$	-
TOTAL ADMIN EXPENSES YTD	\$	23,613.38

TOTAL Head Start Operating Expenses YTD	\$	161,558.67
TOTAL Head Start TTA Expenses YTD	\$	-
TOTAL Early Head Start Operating Expenses YTD	\$	142,744.87
TOTAL Early Head Start TTA Expenses YTD	\$	-
HS/EHS Inkind YTD	\$	39,733.36
TOTAL PROGRAM EXPENSES YTD	\$	344,036.90

YTD ADMINISTRATIVE PERCENTAGE **6.86%**
(Total Admin Expense YTD/Total Program Expense YTD)

	ONE-TIME FUNDING				
	6940 4956				
	MAY 2025				
					ONE TIME FUNDS BUDGET 4/01/24-3/31/25
		Current Month	Previous Month	YTD	
Account Number	Account Description	May 2025	April 2025	4/1/24-3/31/25	
01 6940 4956 330 000 000	Professional Services - Conference Registration	\$ 235.49	\$ 574.76	\$ 19,329.57	
01 6940 4956 490 441 000	Rent	\$ -	\$ 222.00	\$ 1,776.00	
01 6940 4956 610 000 000	Supplies - General	\$ 1,112.73	\$ 32,389.93	\$ 87,913.04	
		\$ 1,348.22	\$ 33,186.69	\$ 109,018.61	\$ 112,421.00

Pd 5/28/2025

Chk #23790



Platte Valley Bank
A Platte Valley Company

Cardholder Name and Account Number
KRYSTIE HOHNSTEIN
4215 AVENUE I
XXXX-XXXX-XXXX-9158



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Account Information		Account Summary	
Statement Closing Date	05/02/2025	Previous Balance	\$0.00

Transactions				
Post Date	Trans Date	Reference	Description	Amount
04/06	04/04	24455012Y447XRWSP	WAL-MART #0867 SCOTTS BLUFF NE MCC: 5411 MERCHANT ZIP: 69361 SALES TAX: \$ 0.00 TAX INCLUDED: 2	\$121.42
04/09	04/08	24226383307ZEFWJY	WAL-MART #0867 SCOTTSBLUFF NE MCC: 5411 MERCHANT ZIP: 69361 SALES TAX: \$ 0.00 TAX INCLUDED: 0	\$49.80
04/09	04/08	244450033BLKXAP2B	WM SUPERCENTER #867 SCOTTSBLUFF NE MCC: 5411 MERCHANT ZIP: 69361 SALES TAX: \$ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: 000000028088	\$28.98
04/09	04/08	244450033BLKXAP4L	WM SUPERCENTER #867 SCOTTSBLUFF NE MCC: 5411 MERCHANT ZIP: 69361 SALES TAX: \$ 0.00 TAX INCLUDED: 0 CUSTOMER CODE: 000000028550	\$205.04
04/16	04/15	2401134392X7MW32E	R7HSA.COM WWW.R7HSA.COMMO MCC: 7399 MERCHANT ZIP: 64082 SALES TAX: \$ 0.00 TAX INCLUDED:	\$1,190.00
04/16	04/15	24692163933YNY9D3	AMAZON MKTPL*0C1SG2MK3 Amzn.com/billWA MCC: 5942 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: H25-11038	\$11.40
04/17	04/15	24692163A34X1XGRK	UNITED 0162477992533UNITED.COM TX MCC: 3000 MERCHANT ZIP: 77002 SALES TAX: \$ 0.00 TAX INCLUDED:	\$628.13
		06/09/25 1 UA T	SCOTTSBLUFF DENVER	
		2 UA T	DENVER KANSAS CITY	
		3 UA W	KANSAS CITY DENVER	
		4 UA W	DENVER SCOTTSBLUFF	
04/17	04/15	24692163A34X1XGRS	UNITED 0162477992534UNITED.COM TX MCC: 3000 MERCHANT ZIP: 77002 SALES TAX: \$ 0.00 TAX INCLUDED:	\$628.13
		06/09/25 1 UA T	SCOTTSBLUFF DENVER	
		2 UA T	DENVER KANSAS CITY	
		3 UA W	KANSAS CITY DENVER	
		4 UA W	DENVER SCOTTSBLUFF	
04/17	04/15	24692163A34X1XGT2	UNITED 0162477992535UNITED.COM TX MCC: 3000 MERCHANT ZIP: 77002 SALES TAX: \$ 0.00 TAX INCLUDED:	\$628.13
		06/09/25 1 UA T	SCOTTSBLUFF DENVER	
		2 UA T	DENVER KANSAS CITY	
		3 UA W	KANSAS CITY DENVER	
		4 UA W	DENVER SCOTTSBLUFF	
04/30	04/29	24455013P447XRX30	WAL-MART #0867 SCOTTS BLUFF NE MCC: 5411 MERCHANT ZIP: 69361 SALES TAX: \$ 0.00 TAX INCLUDED: 2	\$20.50
04/30	04/29	24943813PS66DR6V1	ARTHUR'S PIZZA 308-6323644 NE MCC: 5812 MERCHANT ZIP:	\$164.96
05/01	04/30	24455013R447XRWVF	WAL-MART #0867 SCOTTS BLUFF NE MCC: 5411 MERCHANT ZIP: 69361 SALES TAX: \$ 0.00 TAX INCLUDED: 2	\$446.81



Platte Valley Bank
A Platte Valley Company

Cardholder Name and Account Number

KERRY MEHLING
4215 AVENUE I
XXXX-XXXX-XXXX-1800



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Account Information			Account Summary	
Statement Closing Date		05/02/2025	Previous Balance	\$0.00
Transactions				
Post Date	Trans Date	Reference	Description	Amount
04/03	04/02	24692162X32WNP8VX	DISCOUNTSCH 8006272829 800-482-5846 CA MCC: 8299 MERCHANT ZIP: 93940 SALES TAX: \$ 217.19 TAX INCLUDED: 1 CUSTOMER CODE: H2510990	\$2,630.42
04/10	04/09	2469216332Z9SN3G7	4IMPRINT, INC 4IMPRINT.COM WI MCC: 5969 MERCHANT ZIP: 54901 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 29155537	\$2,562.13
04/10	04/10	2469216342ZDRL3D3	AMAZON MKTPL*F45XN6S43 Amzn.com/billWA MCC: 5942 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: H25-11215	\$49.89
04/11	04/10	2401134342X6YFEGR	AMAZON RETA* OV0J76G13 WWW.AMAZON.COWA MCC: 5331 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: H25-11206	\$256.72
04/13	04/11	24692163530GS1438	AMAZON MKTPL*1582X79F3 Amzn.com/billWA	\$35.88

04/14	04/14	F68660038000PC042	POST CARDHOLDER (PC)	-533.07
04/16	04/14	246921639341KS0R0	UNITED 0162477594591UNITED.COM TX MCC: 3000 MERCHANT ZIP: 77002 SALES TAX: \$ 0.00 TAX INCLUDED: KANSAS CITY DENVER DENVER SCOTTSBLUFF SCOTTSBLUFF DENVER DENVER KANSAS CITY	\$563.46
		05/26/25 1 UA T 2 UA T 3 UA T 4 UA T		
04/16	04/14	246921639341KS0R8	UNITED 0162477601440UNITED.COM TX MCC: 3000 MERCHANT ZIP: 77002 SALES TAX: \$ 0.00 TAX INCLUDED: KANSAS CITY DENVER DENVER SCOTTSBLUFF SCOTTSBLUFF DENVER DENVER KANSAS CITY	\$563.46
		08/10/25 1 UA T 2 UA T 3 UA T 4 UA T		
04/16	04/14	246921639341LHY5H	UNITED 0164488604984UNITED.COM TX MCC: 3000 MERCHANT ZIP: 77002 SALES TAX: \$ 0.00 TAX INCLUDED:	\$35.00
04/16	04/14	246921639341LHY5T	UNITED 0164488604985UNITED.COM TX MCC: 3000 MERCHANT ZIP: 77002 SALES TAX: \$ 0.00 TAX INCLUDED:	\$35.00
04/16	04/14	246921639341LHY51	UNITED 0164488598370UNITED.COM TX MCC: 3000 MERCHANT ZIP: 77002 SALES TAX: \$ 0.00 TAX INCLUDED:	\$35.00
04/16	04/14	246921639341LHY59	UNITED 0164488598371UNITED.COM TX MCC: 3000 MERCHANT ZIP: 77002 SALES TAX: \$ 0.00 TAX INCLUDED:	\$35.00
04/16	04/15	2469216393457WDM9	AMAZON MKTPL*ZD8WU37M3 Amzn.com/billWA MCC: 5942 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: H25-11248	\$73.98
04/16	04/15	2469216393477T2SA	SQ *TACO DE ORO Scottsbluff NE MCC: 5812 MERCHANT ZIP: 69361 SALES TAX: \$ 10.30 TAX INCLUDED: 1 CUSTOMER CODE: 00023058430218360	\$153.89
04/17	04/16	24692163A34PKF8DR	AMAZON MKTPL*MB5AU5HZ3 Amzn.com/billWA MCC: 5942 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: H25-11248	\$115.03
04/21	04/20	24692163E2YMV24TA	AMAZON MKTPL*4K7MW9JD3 Amzn.com/billWA MCC: 5942 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: H25-11294	\$48.98
04/27	04/25	24692163L33WR6SLX	COURTYARD BY MARRIOTT BELLEVUE NE MCC: 3690 MERCHANT ZIP: 68123 LODGING CHECK-IN DATE: 04/24/25 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: 71224	\$139.83
04/28	04/24	F6866003N000IXFRL	&TEACHSTONE* CLASS 2ND CHARLOTTESVILVA	-5300.00
04/29	04/28	24011343N2X7G1HHG	AMAZON RETA* NB5OB2PA2 WWW.AMAZON.COWA MCC: 5331 MERCHANT ZIP: 98109 SALES TAX: \$ 0.00 TAX INCLUDED: 2 CUSTOMER CODE: H25-11376	\$35.98
05/01	04/30	24692163R2Y1KZH9P	AMAZON MKTPL*R964F2ZP3 Amzn.com/billWA	\$120.92
05/02	05/01	24011343T2X7QE25D	PANHANDLE DIESEL & TWI 183-27870900 NE MCC: 7538 MERCHANT ZIP: 69361 SALES TAX: \$ 0.00 TAX INCLUDED: 2	\$240.79
05/02	05/01	24226383S08NTB64Z	WAL-MART #0867 SCOTTSBLUFF NE MCC: 5411 MERCHANT ZIP: 69361 SALES TAX: \$ 0.00 TAX INCLUDED: 0	\$24.19
05/02	05/02	000000000000COMPC	TOTAL PURCHASES \$7,755.55 TOTAL RETURNS \$333.07 TOTAL \$7,422.48	

Federal Stipends

1. Purpose and Alignment with Educational Priorities. The purpose of this policy is to establish the guidelines and procedures for providing stipends from federal funds to educators within the geographic area of Educational Service Unit No. 13 ("ESU #13"). These stipends are intended to support the professional development, training, and continuing education of the educational staff, in order to enhance the quality of instruction and student outcomes. This program is a cornerstone of our commitment to continuous improvement in educational practices and aligns with ESU #13's mission. This program shall be referred to as the "Educator Stipend Program."
2. Scope and Integration with Existing Programs. This policy applies to all full-time and part-time educators employed by school districts within ESU #13's geographic area. ~~who meet the eligibility requirements set forth in this document.~~ Stipends may be awarded for a variety of qualifying activities, including attending approved conferences or workshops, completing continuing education courses, or implementing innovative instructional strategies in the classroom.
3. Eligibility. ~~Employment requirements will be based on the project guidelines. The educator will return to the same school the following year. To be eligible for an educator stipend, the individual must:~~
 - a. ~~Be a current full-time or part-time staff member employed by a school district within the geographic area of ESU #13;~~
 - b. ~~Have been employed by a school district within the geographic area of ESU #13 for a minimum of one academic year;~~
 - c. ~~Obtain prior approval from the school district's designated administrator for the proposed professional development activity;~~
 - d. ~~Submit all required documentation and receipts within the specified timeframe;~~
 - e. ~~Have a record of satisfactory performance, as evidenced by their most recent performance evaluation.~~
4. Qualifying Activities. Stipends may be awarded for the following types of professional development activities; provided, however, such activities must also qualify under the terms of the federal funding source that is providing the stipend:
 - a. Attendance at conferences, workshops, or training sessions related to the educator's subject area or instructional methods;
 - b. Completion of university-level courses or other accredited continuing education programs;
 - c. Development and implementation of new curricula, lesson plans, or teaching strategies that align with the school's educational goals and the requirements of the federal funding source;
 - d. Participation in research projects or action research that directly benefits the school's instructional practices; and
 - e. Mentoring or peer coaching activities that promote the sharing of best practices among teaching staff.

5. Application and Approval Process. Educators must submit a request to ESU #13 at least four (4) weeks prior to the proposed activity. The request must include a detailed description of the proposed activity, an itemized estimate of associated costs, a statement of how the activity will benefit the educator's professional development and improve student learning, and an explanation of how the activity aligns with ESU #13's educational priorities and the requirements of the federal funding source. ESU #13 will review all requests and notify educators of their approval or denial status. Approved requests will be forwarded to the finance department for processing of the stipend payment.
6. Appeals Process. Educators whose requests are denied may appeal the decision within thirty (30) days of receiving the denial notification. The appeal must be submitted in writing and include a copy of the original stipend request, a detailed explanation of why the educator believes the request should be reconsidered, and any additional supporting documentation that strengthens the appeal. ESU #13's Board of Education will promptly convene an appeals review board consisting of one administrator, one educator representative, and one board member to evaluate the appeal. The appeals review board will render a decision, which shall be final and binding.
7. Reimbursement and Payment. Educators will be reimbursed for eligible expenses incurred for approved professional development activities. Original receipts must be submitted to ESU #13 within two (2) weeks of the activity's completion. Stipend payments will be issued to educators as soon as reasonably practicable after ESU #13 receives the completed reimbursement request. The school will consult with its tax and employment law counsel to ensure the stipend payments are properly structured and administered in compliance with all applicable laws and regulations.
8. Employment Status. Participation in the Educator Stipend Program does not alter an educator's employment status or create any additional employment rights or obligations beyond those specified in the educator's employment contract and applicable law.
9. Reporting and Compliance. ESU #13 will maintain accurate records of all educator stipend awards, including the names of recipients, the amounts and dates of payments, and a description of the approved activities. These records will be kept on file in accordance with federal grant management requirements and ESU #13's document retention policy. ESU #13 will also submit any required reports to the federal funding source.
10. Monitoring and Prevention of Fund Misuse. ESU #13 shall implement and maintain a system of internal controls to prevent the misuse of stipend funds. These controls shall include, but are not limited to, regular reconciliation of stipend payments against approved requests, periodic review of stipend awards to ensure equitable distribution and compliance with program limits, and verification of attendance or completion of approved professional development activities. ESU #13 shall also conduct or cause to be conducted such audits of the Educator Stipend Program as may be required by the federal funding source.

11. Federal Funding Source Requirements. All aspects of the Educator Stipend Program shall be administered in strict compliance with the terms and conditions of the grant provided by the federal funding source. This includes, but is not limited to, adherence to approved budget allocations, compliance with all reporting and documentation requirements, ensuring that stipend funds are used solely for approved purposes, and maintaining records in accordance with federal grant management standards.
12. Prohibited Uses of Funds and Corrective Action. Stipend funds may not be used for any purposes prohibited by the federal funding source. Any misuse of stipend funds or fraudulent activity related to the Educator Stipend Program shall be subject to disciplinary action. ESU #13 shall develop and implement procedures for investigating suspected misuse and taking appropriate corrective action.
13. Program Modification or Termination. ESU #13 reserves the right to modify, suspend, or terminate the Educator Stipend Program at any time. Any such modification, suspension, or termination must be approved by a majority vote of ESU #13's Board of Education. ESU #13 shall give educators such advance notice as is reasonably practicable of any significant changes to the program. Any modifications or termination shall comply with the terms of the grant agreement with the federal funding source.
14. Funding Contingency. The continuation of the Educator Stipend Program is contingent upon the availability of funds from the federal funding source. In the event that funding is significantly reduced or eliminated, ESU #13 may reduce the number or amount of stipends awarded, modify the eligibility criteria for qualifying activities, or suspend or terminate the program.
15. Oversight. This policy supersedes any previous policies or procedures related to the same subject matter. The ESU #13 Board of Education shall review and have authority to approve this policy, as well as any future amendments, to ensure the stipend program aligns with ESU #13's strategic objectives and educational priorities.
16. Nondiscrimination. ESU #13 shall not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its administration of the Educator Stipend Program.

Legal Reference:	
Date of Adoption:	
Updated:	

SERVICES TO SCHOOLS AND CHILDREN

Section 7 Transportation

A. Safe Pupil Transportation Plan

This policy sets forth ESU #13's plan for providing safe transportation to students being transported by ESU #13 in pupil transportation vehicles. **Additional supervision will be provided when required.**

1. Weapons. Upon becoming aware of a weapon aboard a pupil transportation vehicle, the driver will make every attempt to:
 - a. Pull the vehicle over to a safe and secure area.
 - b. ~~Radio~~ **Contact** school administration and notify them of the situation if possible.
If not possible, the driver will make every attempt to contact school administration from a cellular telephone or from the nearest safe haven location. Examples of a safe haven include, but are not limited to, any school building site, emergency service station (law enforcement or fire department), community service agency, etc.
 - c. Confiscate the weapon (if it doesn't jeopardize student or driver safety).
 - d. Give the description of the weapon and participating parties to school administration.
 - e. School administration will immediately notify appropriate law enforcement agencies.
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 school administration. In the event a student's behavior jeopardizes safety, the driver will make every attempt to:
 - a. Bring the vehicle to a safe stop.
 - b. Activate the emergency flashers.
 - c. Seek to resolve the incident through discussion with the student(s) involved. If the incident is not resolved through discussion, seek to resolve the incident using physical force only as necessary to protect students or yourself.
 - d. ~~Radio~~ **Contact** school administration and notify them of the situation if possible. If not possible, the driver will make every attempt to telephone school administration from a cellular telephone or from the nearest safe haven location.

- e. Report and document discipline problems to the Program Administrator or Program Director on a Bus Conduct Report/Incident Form.
3. Terroristic 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~~ **Contact** school administration and notify them of the situation if possible. If not possible, the driver will make every attempt to telephone school administration from a cellular telephone or from the nearest safe haven location.
 - b. Make every attempt to keep the passengers calm (this may mean complying with the terrorist).
 - c. School administration will immediately notify appropriate law enforcement agencies.
 - d. Driver should wait for instructions from school administration 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~~ **Contact** school administration and notify them of the situation if possible. If not possible, the driver will make every attempt to telephone school administration from a cellular telephone or from the nearest safe haven location.
 - b. Return to the nearest school site if less than five minutes away and follow the directions of the Program Administrator or Program Director.
 - c. If more than five minutes away from a school site, go to the nearest school and follow the directions of the Program Administrator or Program Director.
 - d. If more than five minutes away from the nearest school site or there is immediate danger, get to the nearest basement or underground shelter with all students.
 - e. If 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. Pull the vehicle over to a safe and secure area.
 - b. ~~Radio~~ **Contact** school administration and notify them of the situation if possible. If not possible, the driver will make every attempt to telephone school

- administration from a cellular telephone or from the nearest safe haven location.
 - c. Give description of hazardous materials in question to school administration.
 - d. School administration will immediately notify appropriate law enforcement.
 - e. Driver should wait for instructions from school administration 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. Pull the vehicle over to a safe and secure area if possible.
 - b. ~~Radio~~ **Contact** school administration and notify them of the situation if possible. If not possible, the driver will make every attempt to telephone school administration from a cellular telephone or from the nearest safe haven location.
 - c. School administration will immediately notify appropriate medical agencies.
 - d. Driver should follow instructions from school administration, ESU #13 officials, and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures.
 - e. 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. Driver 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~~ **Contact** school administration and notify them of the situation if possible. If not possible, the driver will make every attempt to telephone school administration from a cellular telephone or from the nearest safe haven location.
 - c. Activate emergency flashers and place warning flares/reflectors in accordance with safety guidelines, if not in a secure area.
 - d. Driver should try to keep student passengers as calm as possible.
 - e. School administration 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 bus 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 a Program Administrator or Program Director. 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 each ESU #13 site, 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:	December 15, 2020

B. Safe Driving Record Standard for Drivers

Each person who drives students in a small vehicle (car or van) other than a pupil transportation vehicle for an ESU #13 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 ~~20~~ 5 years;
3. reckless driving or willful reckless, within the immediate prior ~~20~~ 5 years;
4. accumulation of five or more points under the motor vehicle operators' license point system, within the immediate prior four years. In the event the person has accumulated three or four points within the immediate prior four years, the determination of whether the person has a satisfactory driving record shall be made by the Program Administrator or Program Director designee based on the nature and proximity of the offense as it relates to safe transportation.

Each person who drives an ESU #13 vehicle other than a pupil transportation vehicle and does not transport students in the vehicle 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 ~~20~~ 5 years; or,
3. reckless driving or willful reckless, within the immediate prior ~~10~~ 5 years; or
4. accumulation of six or more points under the motor vehicle operators' license point system, within the immediate prior four years. In the event the person has accumulated three, four, or five points within the immediate prior four years, the determination of whether the person has a satisfactory driving record shall be made by the Program Administrator or Program Director based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Program Administrator or Program Director may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with ESU #13 and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.

Legal Reference:	NDE Rule 91
Date of Adoption:	December 15, 2020

SERVICES TO SCHOOLS AND CHILDREN

Section 8 Use of Building & Property

A. Weapons

The Board of ESU #13 believes weapons and other dangerous objects and look-a-likes in ESU #13 facilities can cause material and substantial disruption to the ESU #13 environment or present a threat to the health and safety of students, employees and visitors on ESU #13 premises or property within the jurisdiction of the ESU #13.

Weapons and other dangerous objects and look-a-likes shall be taken from students and others who bring them onto the ESU #13 property or onto property within the jurisdiction of ESU #13 or from students who are within the control of the ESU #13. For purposes of this policy, the term “dangerous object” includes any personal safety or security device. ~~(such as tasers, mace and pepper spray).~~ This prohibition includes persons with a permit to carry a concealed handgun. Possession of a weapon includes, without limitation, a weapon in a person’s personal possession or control, including a weapon in a desk, locker, backpack or purse. A person who is uncertain as to what constitutes a “dangerous object” under this policy is strongly encouraged to contact the Program Administrator or the Program Director in advance of such person bringing the item onto ESU #13 property. Any person found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

Parents of students found to possess weapons or dangerous objects or look-a-likes on ESU #13 property shall be notified of the incident. Confiscation of weapons or dangerous objects shall be reported to the law enforcement officials, and students will be subject to disciplinary action including suspension or expulsion.

Students bringing firearms to ESU #13 or knowingly possessing firearms at the ESU #13 may be expelled for a period of not less than one year. Students bringing to ESU #13 or possessing dangerous weapons, including firearms, will be referred to law enforcement authorities. The Program Administrator or Program Director shall have the authority to recommend this expulsion requirement be modified for students on a case-by-case basis.

Weapons under the control of law enforcement officials shall be exempt from this policy. Firearms also may be possessed by a person for the purpose of using them, with the approval of ESU #13, in a historical reenactment, in a hunter education program, or as part of an honor guard. The Program Administrator or Program Director may allow authorized persons to display weapons or other dangerous objects or look-a-likes for educational purposes. Such a display shall also be exempt from this policy.

Legal Reference:	
Date of Adoption:	December 15, 2020
Updated:	

B. Use of Metal Detectors

When ESU #13 administration has reasonable cause to believe that weapons are in the possession of unidentified students, when there has been a pattern of weapons found at ESU #13 or when violence involving weapons has occurred at ESU #13 or at ESU #13 sponsored events, the administration shall be authorized to use stationary or mobile metal detectors in accordance with procedures approved by the Board.

Any search of a student's person as a result of the activation of the detector shall be conducted in private in accordance with the policy on Searches, Seizures and Arrests.

Legal Reference:	
Date of Adoption:	December 15, 2020
Updated:	

C. Security

The Board of ESU #13 encourages cooperation with the local law enforcement and the fire authorities and insurance company personnel in planning and carrying out proper security measures to preserve and protect ESU #13's investment in its physical plant. Buildings constitute one of the greatest capital investments of ESU #13 and should be protected. Security includes minimizing fire or other safety hazards, reducing the probability of faulty equipment, and keeping records and funds in a safe place. Security also includes having available floor plans of buildings and site plans showing the boundaries and access points.

A key control system shall be established and maintained limiting building access to ESU #13 personnel thus safeguarding against potential entry by unauthorized persons.

Protective devices designed as safeguards against illegal entry and vandalism shall be installed where appropriate. A security guard may be employed when special events or activities are scheduled, or in situations involving special risks.

The Program Administrator or Program Director is directed to establish regulations as may be needed to provide for security of building and grounds.

Incidents of illegal entry, theft of school property, vandalism or damage to ESU #13 property from any cause shall be reported by phone to the office of the Program Administrator or Program Director and to the appropriate law enforcement agency as soon as discovered. A timely written report of the incident shall be forwarded to the Program Administrator or Program Director.

ESU #13 will share the levels of protection with local fire departments, law enforcement and 911 communications to include location of the Knox Box and other safeguards and contact information for after-hour emergencies on ESU #13 properties.

Legal Reference:	
Date of Adoption:	December 15, 2020
Updated:	

D. Access to Buildings

Security for ESU #13 buildings and grounds (at all times) contributes to the well-being and safety of its students and staff as well as to that of the sites themselves.

The Program Administrator or Program Director will control access to the ESU #13 buildings and other facilities as appropriate and necessary to protect property, students and personnel.

Card access to buildings is determined and controlled through the issuances of key cards. Hours shall be determined and enforced by the Program Administrator or the Program Director.

The Program Administrator or Program Director will control access to the ESU #13 buildings and will provide safeguards against unauthorized access to these buildings. Each Program Administrator or Program Director, with the ESU #13 Administrator's approval, will develop regulations designed to control the use of the building keys and to ensure that buildings are adequately closed and locked when no authorized personnel are present. Staff or students who fail to obey such regulations may be disciplined, suspended or dismissed.

During regular school hours, flow of traffic into and out of buildings shall be closely monitored and limited to certain doors. Visitors shall be required to check in to show proper identification and reason for being at the school and shall wear name tags identifying them as visitors. This will not apply when parents/guardians have been invited to a classroom or assembly program.

Access to school buildings outside of regular school hours shall be limited to personnel whose work requires it and to sponsors of approved student activities.

Legal Reference:	
Date of Adoption:	December 15, 2020
Updated:	

E. Service Animals

Individuals with disabilities, including but not limited to students, may use a service animal on ESU #13 property subject to the conditions in this policy.

1. Definition

A service animal is any dog that is 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. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals.

The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to:

- assisting individuals who are blind or have low vision with navigation and other tasks;
- alerting individuals who are deaf or hard of hearing to the presence of people or sounds;
- providing non-violent protection or rescue work;
- pulling a wheelchair;
- assisting an individual during a seizure;
- alerting individuals to the presence of allergens;
- retrieving items such as medicine or the telephone;
- providing physical support and assistance with balance and stability to individuals with mobility disabilities;
- helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under the definition of a service animal.

2. When and Where a Service Animal is Allowed Access

Individuals with disabilities can bring their service animals in to all areas of ESU #13 where members of the public, program participants, clients, customers, patrons, or invitees are allowed. A service animal can be excluded from a facility if its presence interferes with legitimate safety requirements of the facility.

ESU #13 will ask an individual with a disability to remove a service animal if the animal is not housebroken or is out of control and the individual is not able to control it. A service animal must have a harness, leash or other tether, unless the handler is unable to use a tether because of a disability or the use of a tether would interfere with the service animal's ability to safely perform its work or tasks. In these cases, the service animal must be under the handler's control through voice commands, hand signals, or other effective means. If a service animal is excluded, the individual with a disability must still be offered the opportunity to obtain goods, services, and accommodations without having the service animal on the premises.

3. Asking Questions

To determine if an animal is a service animal, ESU #13 may ask two questions:

- a. Is this animal required because of a disability?
- b. What work or task has this animal been trained to perform?

These questions may not be asked if the need for the service animal is obvious (e.g., the dog is guiding an individual who is blind or is pulling a person's wheelchair). ESU #13 may not ask about the nature or extent of an individual's disability or require documentation, such as proof that the animal has been certified, trained or licensed as a service animal, or require the animal to wear an identifying vest.

Service Animals Other Than Dogs

ESU #13 can consider whether the facility can accommodate service animals other than dogs, and will review requests on an individual basis. The animal must have been individually trained to do work or perform tasks for the benefit of the individual with a disability. The rules that apply to service dogs also apply to other animals.

Other Provisions

1. ESU #13 is not responsible for the care and supervision of a service animal.
2. ESU #13 cannot ask nor require an individual with a disability to pay a surcharge or deposit, even if people accompanied by pets are required to pay such fees.
3. If ESU #13 normally charges individuals for the damage they cause, an individual with a disability may be charged for damage caused by his or her service animal.

Legal Reference:	
Date of Adoption:	December 15, 2020
Updated:	

F. Video Surveillance Policy

1. Purpose

The ESU #13 Board authorizes the use of video cameras and other passive electronic measures (such as motion detectors) for the purposes of ensuring the health, welfare and safety of staff, students and visitors, safeguarding ESU #13 facilities and equipment, and maintaining student discipline and an appropriate educational and work environment.

2. Placement

Video cameras and similar devices are authorized to be used in Unit facilities,

Unit vehicles, and other places within the control of ESU #13. The locations in which the devices will be placed and the times the devices will be in use are to be determined by the Program Administrator, Program Director, or the ESU #13 Administrator or designee consistent with the purposes set forth in the Policy. The devices shall not be placed or operational in locations in which individuals have a high expectation of privacy, such as restrooms.

3. Notice

Notice of the fact that video surveillance cameras are being utilized shall be given through appropriate mechanisms, such as by posting signs in the building entry and other locations and by including a notice in the student-parent and employee handbooks.

4. Viewing Monitors and Video Recordings

Monitors used to view video recordings are to be located and positioned such that only authorized personnel are able to see the images on the monitors. Only authorized personnel shall be allowed to view recorded video. Authorized personnel for these purposes are the Site Coordinator, Program Director, the ESU #13 Administrator or designee, and the ESU #13 Technology Department personnel responsible for the technical operations of the system (for technical purposes only). In some limited circumstances, the Program Administrator, Program Director, or the ESU #13 Administrator or designee may authorize supervised viewing of surveillance cameras and recorded video by other designated staff members.

The Program Director, and the ESU #13 Administrator or designee may allow law enforcement officers to view monitors and recorded video when such is consistent with school security and discipline and consistent with law.

Students shall not be permitted to view the monitors. Students shall not be permitted to view recorded video except where the individual student the focus of the recorded video.

5. Use of Video Recordings

Video records may be used as a basis for student or employee disciplinary action and for making reports to law enforcement.

6. Video Recordings as Education Records

Video recordings which are considered to be “education records” within the scope of the Family Educational Rights and Privacy Act (FERPA) shall be maintained in accordance with FERPA and other applicable laws. A video recording may be considered an education record when a specific student is

the focus of the video recording.

For example, if the video recording shows a student violating a school rule, the video recording is an education record of that student. It may be viewed on request by that student's parent (or the student if age 18 or older). The video recording may not be viewed by, nor will a copy be given to, others without the parent's written consent unless a FERPA exception exists.

In the event more than one student is a focal point of the video recording, it may be an education record of each such student. This would be the case, for example, if two students are recorded fighting. In that event, the school would allow both sets of parents an opportunity on request to view the video, but will not give a copy of the video to either set of parents without the written consent of the other student's parent.

7. Maintaining Video Recordings

Video recordings shall be retained for 30 days or until determined that no incident has occurred. If an incident has been recorded, the recording will be transferred and retained concurrently with the incident file. Video recordings that contain personal information shall be securely stored in the ESU #13 network data center and, when such recordings are no longer needed or required to be maintained, shall be properly disposed of or erased.

8. Maintaining the Integrity of the Video Surveillance System

The ESU #13 Technology Department shall be responsible for checking the video surveillance system on a weekly basis to ensure it is operating properly. Students or staff who vandalize, damage, disable, or render inoperable surveillance cameras or equipment, or use the video surveillance system in a manner that is not consistent with the purposes set forth in this Policy, shall be subject to appropriate disciplinary action (up to and including expulsion for a student and termination for a staff member) and referral to appropriate law enforcement authorities.

Legal Reference:	
Date of Adoption:	December 15, 2020
Updated:	September 19, 2023

G. Internet/E-mail Acceptable Use – Student

The following are guidelines for acceptable use of the internet/e-mail:

1. The intent of the legislature is to provide educators and students with access on the internet/e-mail for professional growth opportunities, research, and other educationally related experiences. ESU #13 recognizes some personal

use of the internet/e-mail is appropriate, being mindful any excessive personal use limits access availability for others.

2. Transmission or reception of any material which is in violation of any federal or state regulation is prohibited. This includes, but is not limited to: copyrighted material; threatening, harassing, pornographic, or obscene material; or materials protected by trade secret.
3. Commercial activities, product advertising, political lobbying is prohibited. Excessive personal use during the school day will be considered misuse.
4. Users of internet/e-mail are expected to abide by established rules of network etiquette including, but not limited to the following:
 - a. Politeness is a must at all times. Abusive messages, hate mail, harassment, discriminatory remarks, and other anti-social behaviors are prohibited.
 - b. Profanity, vulgarities, or any other inappropriate language is prohibited.
 - c. Personal phone numbers and home addresses are not to be divulged.
 - d. Network storage areas will be regarded as school property. Files and communications may be reviewed by ESU #13 personnel. Electronic mail is not guaranteed to be private.
 - e. "Chain letters" are considered to be a misuse of the system.
 - f. Talk, write, and chat commands may be intrusive and should only be used after receiving permission from the other party. Personal information should not be given.
 - g. Classroom use will take precedence over individual use.
5. Users must respect the integrity of the system at all times. Students and staff should not intentionally develop or activate programs that harass other users, infiltrate a computer system, or alter the software components of a computer or computer system. These include, but are not limited to: viruses, forging e-mail, hacking, and attempting to use administrative commands.
6. Do not vandalize or destroy the data or hardware on any other system.
7. Security of any computer system is essential. Access to internet/e-mail is intended for exclusive use by authorized individuals. Any problems which arise from the use of an account are the responsibility of the account holder. Misuse may result in the suspension of account privileges. This may include, but is not limited to the following:
 - a. trespassing in another's work or files
 - b. giving out your password or the password of others
 - c. attempting to login to another individual's account
 - d. failure to notify the supervising staff members of a security problem

8. Technology-Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation:
- a. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
 - b. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
 - c. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 - d. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
 - e. Users shall not copy, change, or transfer any software without permission from the network administrators.
 - f. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
 - g. Users shall not engage in any form of vandalism of the technology resources.
 - h. Users shall follow the generally accepted rules of network etiquette. The ESU #13 Administrator or designee may further define such rules.

Legal Reference:	47 U.S. Code § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions) Nebraska Statute: 49-14,101.01 (Political Accountability and Disclosure Act) Children's Online Privacy Protection Act, 15 U.S. Code § 6501
Date of Adoption: Updated:	December 15, 2020

PERSONNEL

Section 5 Standards of Conduct

A. Drug-Free Work Place

It is the policy of ESU #13 to eliminate the influence of drugs, alcohol and other chemicals within the work environment and to educate students against the usage of drugs, alcohol and illegal substances. ESU #13 will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol, including but not limited to: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991.

ESU #13 has established a drug-free workplace. The drug-free workplace for this purpose includes ESU #13 property, ESU #13 utilized vehicles, any place in which ESU #13 employees perform duties, and any place in which ESU #13 activities are held. ESU #13 recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with the ESU #13 mission and goals.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any ESU #13 property or at any ESU #13 sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the ESU #13 expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the ESU #13 drug-free workplace policies and notify the Administrator or designee of any criminal drug statute conviction no later than the next business day after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. If employment is not terminated, sanctions may include the requirement that the employee complete an appropriate rehabilitation program.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

ESU #13 will implement a drug and alcohol testing program in compliance with law for all employees whose position requires a commercial driver's license (CDL) or who are otherwise in "safety-sensitive" positions as defined by federal or state law. Refusal to submit to pre-employment testing, or testing positive, shall disqualify an applicant for any position requiring such testing from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and be terminated from employment.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

In addition, the use of tobacco products is prohibited in all buildings and all vehicles owned or under the control of ESU #13. Smoking is also prohibited in any outdoor areas where others may be affected by smoke, including areas near the entry of buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (including electronic nicotine delivery systems), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Employees shall be furnished with a paper or digital copy of this policy.

Legal Reference:	41 U.S.C. §§ 701 to 707 (Drug-Free Workplace Act of 1988) 49 U.S.C. § 31306 and 49 CFR Part 382 (Omnibus Transportation Employee Testing Act of 1991)
Date of Adoption: Updated:	April 21, 2020 June 25/2024

B. Notification of Arrest, etc.

Employees must notify the Administrator by the next business day after:

1. Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:
 - a. the maximum penalty for the crime equals or exceeds six months incarceration;
 - b. the crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;

- c. conviction would impact performance of employee's job responsibilities, including offenses that:
 - i. would impact the responsibility to be a role model for students or relations with other employees of ESU #13 or schools served by ESU #13;
 - ii. would impact the employee's ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives students; or
 - iii. would impact the employee's CDL if the employee's job requires that the employee have a CDL;
 - d. the arrest or the alleged criminal activity occurred while the employee was on duty, on property of ESU #13 or a school, or in ESU #13 or school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function;
 - e. employees must also promptly report to the Administrator whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense is not otherwise reportable.
2. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the employee's position.
 3. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

Further, employees must give full disclosure of any Child Protection Act investigation that resulted in an "inconclusive" determination that occurred at any time. Current employees must give such disclosure within 10 days following adoption of this Policy. As a condition of employment, applicants for employment must give such disclosure prior to commencement of employment. Any hiring made without such disclosure shall be subject to being immediately revoked in the event the required disclosure was not given.

Employees must give full disclosure of the existence and nature of the above proceedings and must also promptly notify the Administrator of the disposition of the proceedings.

Legal documents relating to the proceedings shall be treated and maintained as part of the employee's confidential criminal background file.

Failure to notify as required under this policy may subject the employee to disciplinary action, up to and including termination.

Legal Reference:	
Date of Adoption:	April 21, 2020
Updated:	

C. Weapons

No person shall bring or possess a firearm or any other dangerous weapon on any ESU #13 facility, in any vehicle owned by or under the control of ESU #13, or at any ESU #13 activity or program. For purposes of this policy, the term “dangerous weapon” includes any personal safety or security device ~~(including but not limited to: tasers, mace and pepper spray)~~. This prohibition includes persons with a permit to carry a concealed handgun. Possession of a weapon includes, without limitation, a weapon in a person’s personal possession or control, including a weapon in a desk, locker, backpack or purse. Any person found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

An exception may be allowed for a person to carry or possess a personal safety or security device on ESU #13 property, in an ESU #13 vehicle, or at any ESU #13 activity or program where it is established that the person is presented with a clear and substantial risk to personal safety and the person received prior written permission from the Administrator or Administrator’s designee. If a person obtains prior approval from the Administrator or Administrator’s designee, the person must store the device during the work or school day in a secure location as designated by the Administrator or Administrator’s designee.

A law enforcement officer may carry and possess a firearm or weapon on ESU #13 property, in an ESU #13 vehicle, or at any ESU #13 activity or program while the officer is on duty or as part of the officer’s job responsibilities.

An exception may also be allowed where the person requests to possess a weapon for instructional purposes. Any exception must be limited to a non-lethal weapon. Further, the weapon must be possessed and used only in the manner approved and must be maintained in such manner as the Administrator has directed so as to prevent it from being used by any non-permitted person or from causing anxiety or harm to others. The request to bring in a weapon must be made to the Administrator or Administrator’s designee in writing, explaining its purpose, prior to bringing it in. The request should be reviewed and a decision on approval or denial be made in writing to the requestor no later than 24 hours prior to the intended weapon usage.

Legal Reference:	Nebraska Statute: § 69-2441
Date of Adoption:	April 21, 2020
Updated:	October 13, 2020, March 19, 2024

D. Civility

All employees shall behave with civility, fairness and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with ESU #13. Uncivil

behaviors are prohibited. Employees may be subject to disciplinary action up to and including termination for engaging in uncivil behaviors.

Uncivil behaviors are any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent or harassing. Such interactions are prohibited in all forms of communication, including telephone conversations, voice mail messages, face-to-face conversations, written communications, social media, and email messages.

Any employee aware of another employee's uncivil behavior shall report the conduct to the employee's immediate supervisor or to the Administrator. There will be no retaliation against a person for making the report.

Legal Reference:	
Date of Adoption:	April 21, 2020
Updated:	June 25, 2024

E. Professional Boundaries Between Employees and Students

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following **non-exclusive** list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

- using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school or ESU #13 related activities. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades);
- engaging in social-networking friendships with a student on social networking sites. Material that employees post on social networks that is publicly available to those in the school community must reflect the employee's professional image;
- engaging in sexual activity, a romantic relationship or dating a student or a former student prior to the student graduating or otherwise leaving their home District;
- making any sexual advance – verbal, written, or physical – towards a student;
- discussing with a student sexual topics that are not related to a specific curriculum;
- allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan;
- discussing with a student the employee's problems that would normally be discussed with adults (e.g., marital problems);
- giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school Administrator unless another adult is in the vehicle;

- taking a student on an outing without obtaining prior express permission of the student's parent or school Administrator;
- inviting a student to the employee's home without prior express permission of the student's parent and school Administrator;
- going to the student's home when the student's parent or a proper chaperone is not present;
- giving gifts of a personal nature to a specific student;
- discussing alcohol, tobacco or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended;
- discussing another student's or employee's personal matters;
- "grooming," which includes building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of familial relationships between employees and their children who are students of ESU #13. A staff member seeking an exception must receive advance approval from the Administrator or designee. If a staff member is unable to communicate with the Administrator or designee in advance (such as in the event of an emergency), the staff member must notify the Administrator or designee as soon as possible, but not later than 24 hours immediately following the event.

Any person who suspects an ESU #13 employee of engaging in any prohibited conduct under this policy, including grooming, should contact the Administrator or designee as soon as practical.

An employee who violates this policy may face discipline, up to and including termination of employment, and may be referred to the appropriate certification or credentialing agencies for further discipline.

A violation of this policy will result in referral to the Department of Health and Human Services, law enforcement, or both.

Legal Reference:	Neb. Rev. Stat. Sec. 79-879
Date of Adoption:	April 21, 2020
Updated:	November 17, 2020, June 25, 2024

F. Visitors to Employees

Employees are not to have visitors while on duty other than as appropriate for the performance of their duties except on a short-term basis and only with permission of the Administrator or their supervisor. Included in the definition of visitors are family members of the employee. Employees are responsible for ensuring that their visitors follow posted procedures for being on ESU #13 or school property. Employees are not to bring their children to work with them in lieu of taking them to childcare, without permission from their department Director or immediate supervisor.

Legal Reference:	
Date of Adoption:	April 21, 2020
Updated:	

G. Outside Employment

The primary responsibility of ESU 13 employees is to the duties of their position within the Unit as outlined in their job description. Employees are expected to give the responsibilities of their position in the Unit precedence over any other employment. Employees, upon hire and then annually, will complete the Outside Employment Policy Acknowledgment form if they want to engage in outside employment that relates to services provided.

Employees of ESU 13 shall not engage in outside employment, conduct private business, provide private tutoring or services, or engage in activities that interfere with, or serve to be detrimental to, the faithful discharge of their duties and responsibilities to ESU 13. Employees of ESU 13 shall not enter into contracts or agreements (whether written or oral) 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 child (birth through high school graduation) that is enrolled in any school district that ESU 13 serves or could serve. This includes using employment with ESU 13 to their advantage or for personal profit by providing services which compete with services provided by ESU 13 during the course of their employment with ESU 13.

Upon occasion, employees may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties. Employees are to notify the ESU 13 Administrator of outside employment prior to accepting outside employment by submitting an Outside Employment Notification Form and having signed approval of the Administrator before engaging in these activities to ensure that no conflict of interest exists to the extent such is required for the ESU to comply with Nebraska School Retirement System Act, or other laws, or Board policy. The ESU 13 Administrator is authorized to review, approve, and reject any outside employment request by any ESU staff member, and the Administrator's decision shall be final. For any outside employment requests by the ESU 13 Administrator, the ESU Board President shall have the authority to review, approve, and reject any such requests. These services may not be provided in an ESU 13 facility or in an ESU 13 member school facility, or during the employee's duty hours. If approved, employees will need to renew an approved Outside Employment Notification Form annually in August with the start of the new school year.

Legal Reference:	NDE Rule 27, 004.02E, 004.03F
Date of Adoption:	June 25, 2024
Updated:	

H. Copyright Infringement Avoidance

The Board of ESU #13 recognizes the importance of protecting the rights of authors, scholars and others who originate or publish for distribution under the copyright or other rights of authorship, to receive compensation in the form of royalties, profits, or other financial entitlements for their works.

For that reason, it is the policy of ESU #13 to avoid any practices contrary to copyright laws or which interfere or infringe copyrights. It shall be contrary to the policy of ESU #13 to cause or permit photocopying, duplicating or any manner, distributing or exhibiting for profit any book, pamphlet, sound recording, computer software, video recording or any material of any nature when to do so is a violation of any copyright or causes an authorized diminution of rents, royalties or profits to any holder of a copyright.

This policy is drafted as guidance and is not exhaustive or limiting of liability for actions contrary to this policy. Any employee knowingly violating this policy, which violation results in any liability to ESU #13, will be liable to ESU #13 for such damage as is suffered by the unit.

Legal Reference:	
Date of Adoption:	April 21, 2020
Updated:	

I. Political Activities

The Board recognizes and encourages the rights of its employees, as citizens, to engage in political activity with the following restrictions:

1. No employee of the Unit shall solicit support of any political candidate, partisan or non-partisan, or support of any issue on any referendum matter during the regular work hours or on Unit Property.
2. Staff speaking on behalf of ESU #13 will do so only with the approval of the Administrator. In policy matters, employees can speak only with the permission of the Administrator.
3. No employee of the Unit shall distribute political support/disapproval via electronic devices owned/operated by ESU #13.
4. No employee of the Unit shall use contact lists of ESU #13 to mass mail.

Legal Reference:	
Date of Adoption:	April 21, 2020
Updated:	

J. Cellular Phone Use

ESU #13 employees, when operating a motor vehicle, shall not use cellular phones or similar electronic communication devices while holding it in their hand. They can only use it in a hands-free manner, such as speaker phone or voice commands, but never while holding it. However, when operating a motor vehicle to transport students, the driver may only use a cell phone or other communication device when safely pulled off the roadway for emergency situations only. Text messaging (reading, writing, sending) on any communication device during the operation of any student transportation vehicle is prohibited.

Legal Reference:	
Date of Adoption:	April 21, 2020

K. Social Media Use

Social media is an important tool for communicating, keeping up to date with current developments in education and for conducting research to enhance management, teaching, and learning skills. ESU #13 also uses social media accounts to provide information to our stakeholders. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with ESU #13.

1. Personal Versus ESU #13-Affiliated Social Media Use

a. Personal Social Media Use

- (1) ESU #13 will not require staff members or applicants for employment to provide their username and password to personal social media accounts.
- (2) ESU #13 will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.
- (3) Staff members whose personal social media use interferes with the orderly operation of ESU #13, interferes with the staff member's ability to perform their job duties or who use social media in ways that are not protected by the First Amendment may be subject to discipline by ESU #13.

2. ESU #13-Affiliated Social Media Use

- a. Any social media account which purports an account of ESU #13 (e.g., "VALTS"), or any of its programs, classes or entities will be considered to be an account that is used exclusively for ESU #13's business purpose. Staff members may not use ESU #13-affiliated accounts for personal use.
- b. Staff may be required to provide the username and password of ESU #13-affiliated social media accounts.
- c. When staff use ESU #13-affiliated social media accounts to comment on ESU #13-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.

3. Staff Expectations in Use of Social Media – Applicable to Both Personal and ESU #13-Affiliated Use

a. General Use and Conditions

- (1) Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media

usage. They must comply with the board's policy on professional boundaries between staff and students at all times and in both physical and digital environments.

- (2) Staff must obtain the consent of their department director or the Administrator prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Rights and Privacy Act (FERPA) or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.
- (3) Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly ESU #13-related and inappropriate for persons other than the individual student to receive (e.g., student grades). Communication with one student/parent should only be used on an emergency basis. In this case, these communications should include an ESU #13 staff member as a third person in the communication.
- (4) Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member's direct supervisor.

b. Acceptable Use

- (1) Staff may use social media for instructional purposes.
- (2) Staff may use social media for ESU #13-related communication with fellow educators, students, parents, and patrons. Staff posting student-related information must ensure that it does not violate (FERPA) or any other laws.

c. Unacceptable Use

- (1) Staff shall not access obscene or pornographic material while at work, on an ESU #13-owned device or on an ESU #13-affiliated social media account.
- (2) Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
- (3) Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on ESU #13-owned devices unless such access is for an educational activity which has been preapproved by the staff member's direct supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

- (4) Staff members may not use social media to harass or threaten other persons, including other staff members. In the event that a staff member is found to have harassed or threatened another person, said staff member may be subject to disciplinary action, including termination of employment.

4. ESU #13-Affiliated Digital Content

a. General Use and Conditions for ESU #13-Affiliated Accounts

- (1) Staff must obtain the permission of their direct supervisor prior to creating, publishing, or using any ESU #13-affiliated web pages, social media pages or handles, or any other digital content which represents itself to be ESU #13-related, or which could be reasonably understood to be ESU #13-related. This includes any content which identifies ESU #13 by name in the account name or which uses ESU #13's name or image.
- (2) Staff must provide their direct supervisor with the username and password for all ESU #13-affiliated accounts and must only publish content appropriate for the ESU #13 setting. Staff may not provide the username and password to ESU #13-affiliated accounts to any unauthorized individual, including students and volunteers without express, written consent from their direct supervisor.

5. Moderation of Third Party Content

The purpose of ESU #13-related social media accounts is to disseminate information. No ESU #13-related or ESU #13-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the Administrator. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.

Legal Reference:	
Date of Adoption: Updated:	April 21, 2020

L. Intellectual Property

Staff Members:

Staff members are encouraged to contribute professional articles and news items to local, state, and national agencies. As a matter of professional ethics, all professional articles concerning ESU #13 must be cleared through the Department Director or immediate supervisor in the event that the Unit or any of its separate departments is mentioned. Materials, equipment, and software owned by ESU #13 may not be used for personal gain.

ESU #13 Property:

ESU #13 shall be the sole owner of all intellectual property created through the use of Unit resources or facilities, supported directly or indirectly by funds administered by ESU #13, or prepared or developed within the scope of employment by its employees unless there is a written and signed agreement between the ESU #13 Board and its employee to the contrary.

Employee Property:

The employee shall be the sole owner of any intellectual property that is:

1. unrelated to an employee's employment responsibilities;
2. developed exclusively during the employee's non-working hours; and
3. created without ESU #13 support or ESU #13 facilities.

Applicability:

This policy shall apply to intellectual property of all types including but not limited to any scholarly or educational materials, instructional materials, tests, bibliographies, research finds, video and audio recordings, live video and audio broadcasts, art works, musical compositions, literary works, invention, discovery, improvement, trade secret, technology, scientific or technological development, research data, computer software, copyrightable work, trademark and related rights regardless the medium of expression and regardless of whether or not it is subject to protection under patent, trademark, copyright, or other laws.

Shared Ownership:

Notwithstanding any other provision herein, ESU #13 may share its interest or ownership in intellectual property related to telecommuting resources provided pursuant to Neb. Rev. Stat. 79-1233, including but not limited to distance education, with any educational service unit of which it is a member and the Educational Service Unit Coordinating Council.

Legal Reference:	Nebraska Statute: §79-1233
Date of Adoption:	April 21, 2020
Updated:	

M. Telework Policy

1. Definition

Telework refers to a work situation where the location of the work site is shifted away from the traditional office to the employee's home or other work site geographically convenient to the residence of the employee.

Telework as used in this policy is not a work extension whereby employees simply take work home with them. Some telework can be informal, such as working from home for a short-term project. All informal telework arrangements are made on a case by case basis

focusing on the business needs of the organization first, as determined by the ESU #13 Administrator or designee. Such informal arrangements are not the focus of this policy.

2. Eligibility

Before entering into any telework agreement, the employee and supervisor, with the assistance of the Human Resources manager, will evaluate the suitability of such an arrangement, paying particular attention to the following areas:

- a. Employee Suitability – The employee and supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as “appropriate” for successful telework.
- b. Job Responsibilities – The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telework arrangement.
- c. Equipment needs, work space design considerations, and scheduling considerations.

In all cases, the ESU #13 Administrator or designee will make the final determination of whether an employee is eligible, pursuant to this policy, to telework. That decision will be final and not appealable by the employee.

3. Telework Expectations

- a. All direct or in-person client interactions must be conducted at an ESU #13 office or a supervisor-approved location.
- b. A telework arrangement will not be approved if it puts an undue burden on staff remaining in the office.
- c. Telework is not designed to be a replacement for appropriate child care. Although an employee’s schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on the employee’s job description and work agreement.
- d. Telework is a privilege, not a benefit or right. The ESU #13 Administrator may terminate telework at any time and for any reason. Telework is voluntary, and employees may decline any offer to telework.
- e. Discretion in style of dress and behavior is essential. The appearance of employees reflect on ESU #13’s image; therefore, please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and ESU #13.
- f. Generally, all staff members are expected to check their phone and email

during the workday and respond in a timely manner.

- g. All teleworkers continue to be bound by the applicable professional boundaries policy and/or rules.
- h. Teleworkers must keep a current detailed log of the time they spend on work-related items.
- i. Teleworkers may not use ESU #13 equipment, scheduled work time, or designated work site to perform work for any other employer. This includes both in-person work for a different employee, or electronic or telephonic communications regarding a staff member's other job.
- j. Teleworkers are expected to abide by all other ESU #13 rules and expectations as if the teleworkers were working on-site. For example, teleworkers may not perform work for a different employer while they are on duty with ESU #13. Teleworkers may not consume alcohol or illicit drugs while they are on duty with ESU #13.
- k. Teleworkers must be ready and able to promptly report, if requested by a supervisor, on site to ESU #13 on short notice during the workday.
- l. A teleworker who is scheduled to be working at home on a day that is declared to be an inclement weather day is required to work at home as regularly scheduled unless a flex day has been requested and approved. A teleworker that is scheduled to be working at home on a day that is subject to a delayed opening for the primary work site is expected to work at home as scheduled and will not be eligible for the delay.

4. Telework Location

The employee will establish an appropriate work environment within his/her home or work site. ESU #13 will not be responsible for costs associated with the initial setup of the employee's work site, including remodeling, repairs, or modification to the home office space. In addition, ESU #13 assumes no responsibility for operating costs associated with the telework location including home maintenance, insurance, and/or utilities.

It is the expectation that the worksite will be maintained by the employee in a clean, professional, and safe condition free from distractions, hazards, or dangerous conditions. Teleworkers are responsible for ensuring that no unprofessional background noise (such as dogs barking) or images (such as unprofessional posters) interfere with the teleworker's ability to perform their job or the overall image of ESU #13.

Employees entering into a telework agreement may be required to forfeit use of a personal office or workstation at ESU #13 in favor of a shared arrangement.

Tax and other legal implications for the business use of the employee's home or worksite

based on IRS and state and local government restrictions are the responsibility of the employee.

5. Work Schedules

The employee and supervisor will agree on the number of days of telework allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee must follow this work schedule at all times, unless permitted otherwise by their supervisor.

Non-exempt telework employees are prohibited from working hours beyond their schedule days/times, unless such additional work is approved in advance and in writing by their supervisor. Any employee who fails to accurately report hours worked while teleworking, or who works additional hours without permission, may be subject to disciplinary action, up to and including termination.

A telework employee is expected to adhere to the ESU #13 absence reporting procedures.

6. Equipment

- a. ESU #13 will determine, with information supplied by the employee and supervisor, the appropriate equipment necessary for each telework arrangement on a case-by-case basis. ESU #13 is not obligated to provide any equipment to an employee if ESU #13 determines that such equipment is not needed or not in the best interests of ESU #13.
- b. The telework employee will adhere to the ESU #13 Computer Acceptable Use Policy and the Internet Safety Policy.
- c. The employee will be responsible for ensuring a high speed internet connection is available at the telework location at the employee's sole cost and expense.
- d. Equipment supplied by the organization is to be used only for ESU #13 purposes. The employee will sign an inventory of all ESU #13 property and agrees to take appropriate action to protect the items from damage or theft.
- e. Equipment supplied by ESU #13 will be maintained by ESU #13. The employee will be responsible for intentional or negligent damages to the equipment supplied by ESU #13.
- f. Technology supplied by the employee will be maintained by the employee, if deemed appropriate by the organization. ESU #13 accepts no responsibility for damage or repairs to employee-owned equipment.
- g. If a malfunction of organization-issued equipment prevents the employee from performing assigned tasks, the employee must notify the supervisor

immediately.

- h. ESU #13 will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. It is the employee's responsibility to pick up supplies.
- i. Telework employees may not use ESU #13 equipment, software or supplies for any non-ESU #13 purpose, including for personal use.
- j. ESU #13 will reimburse the employee for business-related expenses as approved by their supervisor, such as shipping costs or other necessary expenses, in accordance with job responsibilities.

7. Security

Consistent with ESU #13's expectations of information asset security for employees working at the office full-time, telework employees will be expected to ensure the protection of ESU #13 and student information accessible from the home/remote office. Steps include, but are not limited to: use of locked file cabinets, desks, regular password maintenance, and any other steps appropriate for the job and the environment.

Teleworkers must provide reasonable security for the data and information that is transported to and from their office site.

The employee may not disclose any confidential, private or personal files, records, materials or information, and may not allow access to ESU #13 networks or databases to anyone who is not authorized to have access.

Upon termination of the telework agreement or employment, all ESU #13 property and confidential information will be returned to ESU #13 within five business days, unless other arrangements have been made with the Department Director. Any failure to return ESU #13 property and confidential information may result in ESU #13 initiating legal action against the employee, including, but not limited to, injunctive and declaratory relief to protect confidential information, intellectual property or student information, and collection efforts to recover ESU #13 property.

8. Safety and Premises Liability

- a. ESU #13 will maintain Workers Compensation and liability protection, as required by law, for the employee in the course of employment at or within the agreed telework site.
- b. In the event an employee is injured while working at his/her telework site, it is expected that the employee will report the injury in accordance with the policy on Workers Compensation.
- c. Injuries sustained by the employee while at his/her telework location and in

conjunction with his/her regular work duties are normally covered by ESU #13's Workers Compensation procedures.

- d. ESU #13 reserves the right to inspect the telework site immediately, or as soon as practical, upon being notified of a work-related injury or accident. The failure of an employee to provide such inspection access or to otherwise cooperate in the post-accident investigation may result in termination of the telework agreement.
- e. ESU #13 will not be responsible for any activity, damage, or injury which is not directly related to, associated with, or resulting from the official job duties, and over which ESU #13 has no ability to exercise control.
- f. ESU #13 assumes no liability for the employee's real property or personal property, or for any injury to the employee's family, guests, or other invitees injured upon the employee's premises, whether at the telework site or otherwise.

9. Mileage/Travel Expenses

Supervisors must designate the teleworker's primary work location for travel expenses reimbursement purposes. This must be documented in the telework agreement.

Travel expenses between a part-time teleworker's home (those with a designated office at an ESU #13 work site) and the primary work location shall be considered commute mileage and not subject to reimbursement. If the employee is working at an alternate site (not home and not the primary work location), the mileage from the primary work location to the alternate work site and back may be reimbursable in accordance with the ESU #13 mileage reimbursement guidelines.

10. Performance Evaluation

Evaluation of telework performance will include regular interaction between the employee and the supervisor, and regularly scheduled meetings to discuss work progress and problems. The frequency of such communication will be established between the employee and the supervisor.

Evaluation of telework performance will be consistent with that received by employees working at the office in both content and frequency, but will focus on work output and completion of objectives.

11. Telework Agreement

The teleworker and his/her supervisor will enter into a signed, written agreement. The agreement may be terminated at any point and for any reason by ESU #13.

2025-2026 LifeLink Handbook Changes

General Updates

- Page 3 - Updated table of contents by adding Network Acceptable Use and Internet Safety Parent/Legal Guardian Agreement pg. 55
- Page 3. - Removed the word "parent" from Enrollment Form - Internet/Email Acceptable Use Student/Parent. Creating one line item for student and one line item for parent
- Page 5 - Personnel Directory was updated to reflect staffing changes. Removed Tom Peacock and added Derek Peil as Director of Alternative Educational Services.
- Page 8 - Removed - The lunch typically costs WNCC students \$8.50 daily but LifeLink reduces this amount to \$4.25 daily.
- Page 8 Added - For the 2025–2026 school year, the cost of student lunches is included in the overall program expenses and is covered by the school districts. Families will not be billed for school lunches during this academic year.
- Page 8 - Removed - LifeLink Staff will collect lunch money via the Administrative Assistant who will keep track of funds electronically.
- Page 12 - Added Crystal Smith to contact for Compliance Coordinator/Human Resources Manager.
- Page 54 - updated Network Acceptable Use and Internet Safety Policy Student's Agreement- changes reflect the use of AI tools and systems listed on form.
- Page 55 - updated Parent/Legal Guardian Agreement to meet COPPA compliance which is in bold on parent agreement..

Policy Updates

- No Board policies contained within the LifeLink handbook were updated in the last calendar year.

Pending Updates

- No pending updates

Respectfully submitted,

Julie Black



THE ROAD TO INDEPENDENCE

Student Handbook 2025-2026

2620 College Park
Scottsbluff, NE 69361
(308) 635-0206

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LifeLink is an enriched transition program for high school students with individual challenges, (ages 18-21), located on the campus of Western Nebraska Community College in Scottsbluff, Nebraska. The program is part of the Think College system.

This program began in the Fall of 2007, and is a cooperative program made possible by:

- Educational Service Unit # 13
- Local School Districts in Western Nebraska
- Western Nebraska Community College

The program is located in the Harms Advanced Technology Center, Room E-185 & Room E-194. Community activities and locations are used as an authentic classroom to teach many components of the curriculum.

Mission Statement

LifeLink, in partnership with Western Nebraska Community College, school districts, families, and community, will provide unique learning opportunities to students with intellectual disabilities, (ages 18-21), resulting in empowered, productive community members.

Goals and Vision of the Program

- To prepare students for the workforce through academics, social skills, life skills, and vocational skill development
- To increase independence in all environments
- To promote student self-determination and self-advocacy
- To promote lifelong learning
- To provide job placement and job retention
- To finalize agency linkages for adult services

Directory of Personnel

Administrators

Jessica Broderick - Director of Special Education

jbroderick@esu13.org

(308) 635-3696

Derek Peil - Principal; Director of Alternative Educational Services

dpeil@esu13.org

(308) 635-0206

Julie Black - Primary Administrator- Special Education Program Coordinator

jblack@esu13.org

(308) 635-3696

Teachers

Anna Thompson- Lead LifeLinkTeacher

athompson@esu13.org

(308) 635-0206

Kenda Foos- Secondary Transition Teacher

kfoos@esu13.org

Cassandra Behnke-Course Educator

cbehnke@esu13.org

Lesley Billingsley-Course Educator

lbillingsley@esu13.org

John Einfalt-Course Educator

jeinfalt@esu13.org

Karen Reason-Course Educator

kreason@esu13.org

Support Staff

Alexis Magdaleno; Job coach

amagdaleno@esu13.org

Jasmin Ramirez; Administrative Assistant

jramirez@esu13.org

(308) 635-0206

Program Policies and Information

The School Day

The school day for students begins at 9:00 a.m. and ends at 3:00 p.m. Teachers and Job Coaches will be on duty from 8:00 a.m. - 4:00 p.m. to supervise, teach and train students in a variety of environments.

School Calendar

The school calendar will follow the WNCC calendar as closely as possible. Some additional days will be attended to meet the requirements of the Nebraska Department of Education. Please refer to the full calendar or website for day to day activity. The calendar will be included in your materials information packet, is available from LifeLink staff or found on the ESU 13 website.

Attendance

LifeLink and WNCC expect students to attend every meeting of the classes in which they are enrolled. Attendance is essential to success. You are expected to follow the attendance policy of your home district. Your daily attendance is reported to your school district monthly. Excessive unexcused absences will result in a meeting of the IEP team.

Absences

The team will implement strategies to deal with the absences, which may include student removal from the program because of lack of continuity needed to meet designated post-secondary goals.

If the student needs to be absent, LifeLink encourages the student to call themselves into the office. There are cases where the student may not be able to call in; in this case, Parents/Guardians should report their children as absent for the day. The office number is (308) 635-0206. When a child is absent:

- Student or Parent/Guardian should notify the school prior to 8:45 a.m. if a student will be late or absent. This allows for daily planning and schedule changes.
- All providers of transportation services must be notified by the student or parent/guardian in the event of student absence.
- If the student is missing a work shift, then they should call their employer to report their absence.

School Closings

Students and Parents/Guardians will annually receive a school calendar listing holidays, in-services, etc. In the event that it is necessary to close school due to adverse weather conditions, please use the following resources to find out about closures:

Listen to KNEB FM 94.1 or KNEB.com for information on WNCC cancellation, LifeLink Cancellation, and/or cancellation of your local school district. Unless the WNCC campus closes, students should be aware that WNCC college credit classes may still be in session. If your home school district is closed due to weather or emergency, you may still attend the LifeLink program upon permission and transport by parents.

Visitation

Parents/Guardians are welcome to observe their child as school visitors. LifeLink reminds Parents/Guardians that the goal of the program is to offer students a transition to adult life. Allowing independence is important to meeting goals. Therefore, visits must be approved by the LifeLink Administrators prior to such visit.

Tornado Drill Procedures

Lifelink will conduct tornado drills in accordance with the Harms Advanced Technology Center. We will quickly and quietly proceed down the stairs to the lower level of the building and to the appropriate room where all faculty and students will assume the position required for tornado safety. At the conclusion of the drill, we will quietly return to the LifeLink classrooms.

Fire Drill Procedures

In compliance with State Fire Marshal regulations, LifeLink will hold monthly fire drills. During these drills, students and faculty will exit the building in a quiet, orderly fashion through the door that offers the safest exit. Students should then proceed to the parking lot on the north end of the Harms Advanced Technology Center at a safe distance from the building. Students are to remain in this area until they receive an all-clear signal from an authorized person.

Transportation

Transportation to and from the home school district to the program site is furnished by the student's home district if the IEP identifies this as a need. It is the responsibility of the student/family to notify the home school district should you decide not to use the provided transportation from time to time.

Transportation to and from job sites and other community training is provided by LifeLink Staff. If the hours of a paid employment situation last past 3:00 p.m., the student or his/her family is responsible for transportation after that time. If medical, mental health, or other appointments are scheduled through the school day, it is the responsibility of the student/parents to provide transportation to meet the need.

Students may be trained to use specialized transportation systems such as Uber, Road Runner, and other forms of transportation as part of their educational programs. During the learning phase of this routine, the associated costs will be paid by the LifeLink program. Should a student and his/her family make the choice to use this means of transportation on a regular basis, those costs will be covered by the student and their family.

*****Since transportation is provided by the home district, the use of personal cars is discouraged. If this is necessary to build into the student's plan, please reach out to the case manager.*

Lunches

A buffet lunch will be served daily in the college cafeteria. Students may access the cafeteria from 11:15 a.m. until 1:00 p.m. depending on individual schedules. LifeLink does not participate in the Federal Lunch program, including Free and Reduced Lunch, since it is based at a college campus. For this reason the program covers a portion of lunches to reduce the cost to families. For the 2025–2026 school year, the cost of student lunches is included in the overall program expenses and is covered by the school districts. Families will not be billed for school lunches during this academic year.

Students will access the cafeteria utilizing their WNCC ID. Students and families will be notified by the Administrative Assistant when lunch balances are low or negative. Students are encouraged to make healthy food choices and appropriate portion size in the cafeteria.

If your son/daughter wishes to bring lunch, they are welcome to do so. They may bring their lunch to the recreation area of Pioneer Hall. Refrigerators are available in each classroom to accommodate lunches brought from home. LifeLink staff will provide supervision throughout the lunch period with students making independent choices on seating and peer interaction.

Medical Concerns

Students in the LifeLink program will have access to the school nurse from Educational Service Unit 13. The nurse develops and maintains a regular schedule of services to programs at several locations. Nebraska State Law requires that all students be immunized. These immunization records exist at the home school district. The nurse will secure these records with your assistance.

All medications should be given at home if at all possible. If you have medication needs during the designated program hours, please convey that information to the IEP case manager. Since students are age 18 and older, they are permitted to take over the counter medication. Please visit with your son/daughter's case manager if you have specific questions/directions for use of over the counter medications. We ask you to complete an emergency contact form to keep on file. Please take the responsibility to keep information on the emergency form up-to-date.

Student Eligibility for the Program

The IEP team members drive the decision regarding participation in the LifeLink program. Discussions should begin at least by age 14 when the Transition Plan within the IEP is established. The IEP team should take into consideration the student's transition outcomes, strengths, needs, and graduation plan. Some students may graduate "socially" with their peers in the ceremony, but remain under IEP services until age 21 when their educational eligibility ends. If this option is selected, then the student is "eligible" for consideration in the LifeLink Program. Additional considerations will be: regular school and work attendance, maturity level of an individual, the ability and desire to hold a job in the community, the capacity to be on a college campus and access environments without direct adult supervision, the willingness to participate in college activities, and respecting and following the rules of the program.

Payment for the Program

Your home school district pays tuition for your attendance in the LifeLink Program. This is an all-inclusive type of payment which includes academic instruction, assistive technology, transportation, training in the community, and specialized related services (such as speech, occupational therapy, physical therapy) as identified in your IEP. This cost does not include meals.

If you decide to take WNCC classes for audit or credit status, the costs associated with tuition, fees and books for this opportunity will be the responsibility of the LifeLink student and his/her family. One-half price tuition reduction is available for college courses. The costs associated with Continuing Education courses are also the responsibility of the student/family. Students may access LifeLink Foundation Funding for assistance with tuition/books one time per school year. There are additional scholarships available depending on student financial need and qualification. These opportunities will be shared with students as they arise.

Notification of Rights Under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age (“eligible students”) certain rights with respect to the student’s education records.

They are:

1. The right to inspect and review the student’s education records within 45 days of the day ESU 13 receives a request for access.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate or misleading.

Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write to the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If ESU 13 decides not to amend the record as requested by the parent or eligible student, ESU 13 will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by ESU 13 as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom ESU 13 has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, ESU 13 discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by ESU 13 to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202-4605

Staff Qualifications

The administration shall protect the confidentiality of personal information in records regarding personnel beyond salaries and defined directory-level information. Job application materials submitted by applicants, other than finalists, who have applied for employment, shall also be maintained as confidential records. Such confidential records information shall be released only to the extent required by law or as appropriate for the operations of ESU 13.

The following information is designated as “defined directory-level information” and may be given to parents or guardians of students served by ESU 13 upon request:

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

Information pertaining to certificated staff is also available online on the Nebraska Department of Education-Teacher Certification website.

Policy of Non-Discrimination *(ESU 13 Board Policy adopted 10/13/20)*

ESU 13 does not discriminate on the basis of any protected status in its programs and activities and provides equal access to designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. Complaints or concerns involving discrimination should be addressed to:

Crystal Smith, ESU #13 Compliance Coordinator/Human Resource Manager
4215 Avenue I, Scottsbluff, NE 69361 (308) 635-3696 (cmith@esu13.org)

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

ESU 13 is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by ESU 13 employees, including co-workers, non-employees (such as volunteers), third parties, and others are strictly prohibited and will not be tolerated.

Curriculum and Post-Secondary Education

Program Curriculum

Each student's individually designed program is based upon measurable post-secondary goals identified by the student, parent, and other members of the educational team. Several courses cover the following curriculum components:

- Vocational Support
- Budgeting and Finance
- Health and Wellness
- Home Living and Home Care
- Recreation and Leisure
- Transportation
- Self-Advocacy and Self Determination
- Post-Secondary Attendance

A scope and sequence is available to identify specific skill areas related to education and support. In addition, a course schedule is available upon request. If you would like to inquire further, please contact LifeLink Staff for a copy.

Necessary Supplies

LifeLink will provide educational materials and resources needed for specific courses. Students will receive any additional material lists their first week of school. 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.

Electronic Devices and Assistive Technology

Students are allowed to bring their electronic devices to LifeLink on a daily basis provided that they do not interrupt instruction. These items are a vital part of the transition process and may be used within classes to help the students gain independence. Free items and apps to download may be encouraged to increase independence. Assistive technology devices to increase independence are encouraged to be used.

Service Learning

Students will have the opportunity to participate in various service learning and volunteer opportunities. This may include group or independent activities. Activities will be planned based

on student interests and employment and independent living goals.

Community Education and Alternative Options

Your course schedule is developed according to educational needs identified in your IEP. In addition you will complete coursework in self-determination, personal management, health and wellness, and technology. Other choices of coursework include: drivers education, employment and career success, technology, science and societal issues. Each student enrolled will participate in work-based learning, developing vocational skills through community employment. Students are supported in employment through the use of job coaches. Community education courses in areas of interest will be offered throughout the year. Students are surveyed each semester as to their interests, and then may participate in specially designed courses based upon those preferences. The community-education courses are some of the most popular among students. Again, a complete listing of course titles exists on the program website. Some examples include: forklift training, paper crafting, beginning guitar, small engine repair, and Digital Photography and Moviemaker.

R-Pad Apartment Program:

LifeLink provides life skills training through the use of the R-Pad Apartment Program. This apartment is located in the Summit Apartment Building located at 305 E. 16th Street. You will receive training in the apartment as determined by needs identified in your IEP. Instruction concentrates on clothing care, food preparation, housekeeping, safety, social interactions, and being a citizen of the community.

College Mentors

Students may be paired with a peer mentor as they become available. This program design is intended to provide opportunities for additional forms of support, as well as social relationship and friendship development. Each peer mentor will be referred by a counselor, professor, or appropriate person from the community. WNCC references will be checked to ensure that mentors are of high moral and ethical character. Mentors may spend from 1 hour to 10 hours weekly with LifeLink students, depending upon the needs and schedules of both individuals. Some anticipated activities of mentors will be walking with students to class, sitting in classes with students (with permission from WNCC instructors), having lunch, attending social functions, or spending time with students in the LifeLink classroom area.

WNCC Courses

In order to take a WNCC course, students must be able to attend classes independently. This requires them to access their course building without assistance from staff. Exceptions to this

policy are made on a short term basis only. Students interested in taking college courses for credit must complete prerequisites for all classes unless the instructor approves alternative guidelines. This may include taking assessments to identify the student's current level. Lifelink will work with the student support office on the WNCC campus. Courses will be individually planned with students and parents/guardians to help students reach their transition goals.

The tuition, fees, and book costs for college courses are the responsibility of the students; however, tuition reduction for dual high school/college enrollment is offered at one-half the course cost. Funding may be available to students from the Lifelink Foundation or Howard Olson Scholarship if the student meets funding criteria.

Lifelink staff will provide the following support to students who wish to take courses:

- Staff will assist students in registering for college.
- Staff will support the student with funding applications and communication.
- Students will receive a tour of the campus and support for navigating the campus and identifying their location.
- Instructor or college tutor communication will be supported from a distance and independence is encouraged.
- Connections with the Office of Disability Services and support for 504 accommodations will be provided by staff.
- Students will be supported by staff when they are struggling in courses; however, it is the students responsibility to communicate with their instructor.
- Connections with the WNCC tutoring center will be made to support students who may be having difficulty in courses.

Media and Publicity

Newspapers, television, and other media or groups sometimes wish to take and publish pictures of students at the LifeLink Program.. Please review the "Media/Publicity Form" at the end of this handbook and return it to the school at the beginning of each school year.

Medication, Wellness & Safety

Compliance with Nebraska Health Requirements

Nebraska State Law 79-214 (updated 2013) requires a physical examination by a physician, a physician assistant, or an advanced practice registered nurse, practicing under and in accordance with his or her respective certification act, within six months prior to the entrance of a child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade of the local school. This law also requires a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist within six months prior to the entrance of a child into the beginner grade or, in the case of a transfer from out of state, to any other grade of the local school.

State Law also requires (79-217, updated 2009) that all students, preschool through 12th grade be immunized for measles, mumps, rubella, poliomyelitis, diphtheria, pertussis, and tetanus by immunization prior to enrollment. Every student entering 7th grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products. Records of the dates of the immunizations are required before enrollment. Students are also required to provide a record of either the Varicella (Chicken Pox) vaccine or healthcare provider documentation of having Chicken Pox. In Nebraska, children can't attend classes in public or private school until the school has written proof of their immunizations status.

Exemptions with Immunizations

While there are exemptions to the immunization requirements, parents need to be aware that unvaccinated children are not the only ones at risk for contracting disease. When parents choose not to immunize, their decision affects every other child in the school as well as their own child. Many immunizations require multiple doses before a child builds up full immunity, and some children are not able to be vaccinated. These vulnerable children depend upon “herd immunity” for protection. Exemptions to the vaccination requirement include:

1. A statement signed by a physician that the required immunization would be injurious to the student or members of the student's family or household. This form can be found at the Nebraska Department of Health & Human Services website: <http://dhhs.ne.gov/Immunization/MedicalExemptionFromVaccinationRequiredForSchoolAttendance.pdf>
2. An affidavit signed by a legally authorized representative stating that the immunization conflicts with the tenets and practices of a recognized religious denomination of which the student is a member. This form can be found at the Nebraska Department of Health & Human Services website: <http://dhhs.ne.gov/Immunization/Religious-Affidavit.pdf>

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Some immunizations call for multiple doses of vaccine. For students who have not completed all doses required, state statute allows them to be provisionally enrolled in school if they have received at least one dose of each of the required vaccines prior to enrollment and continue to get the remaining shots as rapidly as is medically feasible.

Provisional Enrollment

This means that school staff will need to track progress toward the completion of the required immunizations. Vaccine series do not need to be restarted if the child has a documented immunization record, even if it has been a long time since the last dose, just have the child finish the series. Please note that the health office will be keeping track. If there are any questions feel free to either contact the school nurse or the Nebraska Department of Health and Human Services at (402) 471-6423

*****Please Note: Students with exemptions on file may need to be excluded from school if there is an outbreak of a vaccine-preventable disease.*

Communication of Medical & Health Information

ESU 13 employs a full-time school nurse to monitor the health status of both students and staff. Please inform the school nurse if your child has a health history, such as Seizure disorders, Asthma, severe allergy reaction to foods, medications, or environmental factors such as bee stings, and hearing or sight problems and of any special medication your child might require. This information is included in the “Medical/Health Information Form”.

Many of our children have special dietary needs such as gluten-free meals, diabetic lunches and pureed meals. The school lunch office needs a new written order each school year in order to provide these special diets. If your child needs a special diet for school lunch, please get a written order from your healthcare provider before school begins.

During inclement weather, playground times are reduced or eliminated. Otherwise, students are expected to go to the playground during recess. If your child needs special arrangements for health reasons (greater than 3 days), please send a note to the child’s teacher. If this is to cover an extended period of time, a doctor’s permit will be required.

The school nurse can be contacted at any time if you have concerns about your child’s health and wellness at (308) 635-3696.

Medications *(ESU 13 Board Policy adopted 5/18/21)*

The administration of prescription and non-prescription medication to students is to be limited to medications that must be taken while students are participating in ESU #13 programs or otherwise under the control and jurisdiction of the ESU #13. All medications administered by ESU #13 personnel shall be administered in accordance with the Medication Aide Act.

If at all possible, all prescription and non-prescription medications should be given at home outside of school hours by the parent or by other responsible parties identified by the parent. However, ESU #13 recognizes that some medication regimes necessitate the administering of medication during school hours; therefore, a safe and effective means of administering the medication is required.

Prescription Medications

Prescription medications may be administered when the following are on file with ESU #13:

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 and a corrected label must be obtained if orders differ from those listed on the packaging.

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 Administrator’s designee and the medication is in its original packaging.

Renewal of Authorizations

Medication authorizations must be renewed annually and updated immediately as changes occur.

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.

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.

Routine Illnesses

The Nebraska Department of Health & Human Services recommends that public/private schools follow these practices, in order to keep illnesses from spreading throughout the schools. Please:

1. Keep your child home if they are ill. This will help eliminate the spread of diseases/infections to other students and staff.
2. If your child has a temperature of 100 degrees or higher, please keep them home until the fever has been gone without fever-reducing medication for 24 hours.
3. If your child has vomited or has diarrhea, please do not send them to school until 24 hours has passed since the last occurrence. Children who show any of these symptoms at school, parents will be called and asked to pick up their child immediately.

Contagious and Infectious Diseases

(ESU 13 board policy adopted 12-15-20)

Contagious and infectious diseases subject to this part include those diseases regulated by the Nebraska Department of Health and Human Services (DHHS) regulations pertaining to school health and communicable disease control (173 NAC 3). A student showing any signs or symptoms of a contagious or infectious disease will be excluded from physically attending ESU #13 schools or programs in accordance with the Contagious and Infectious Disease Chart attached to those regulations and not be allowed to return until the minimum isolation period has elapsed, and all signs or symptoms of illness have disappeared in accordance with the Chart. Students with contagious or infectious diseases or conditions other than those listed in the Chart will be subject to exclusion until the student's physician gives a written statement that the disease or condition is not in a communicable stage or there is minimal risk of transmission to others in a school or ESU #13 program setting.

Illness & Injury at LifeLink

School personnel who are supervising injured or ill students will be responsible for getting the proper care for the student. Office personnel can assist in obtaining the proper care. At no time are supervising personnel to leave an assigned duty station, whether it be classroom, gym, playground, etc. A messenger service will be utilized to request assistance from the office.

In the event of an injury or illness that may be serious, it is essential that the school nurse be contacted for assistance. Parents will also be informed of the situation, if possible. If parents cannot be reached, other individuals named on the emergency information card will be contacted.

If it is perceived that a student is in an emergency medical situation, an ambulance will be summoned to the scene whether the school nurse has arrived or not. The parents will be notified as quickly as possible, if such an event occurs. The school nurse may contact and act upon direction given by the child's family physician.

Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions

(ESU Board Policy 5/18/21)

It is the policy of ESU #13 to follow the Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Emergency Protocol) and related policies of the school in which ESU #13 provides services in the school ESU #13 facilities.

Each employee who is or will be providing services to students in an accredited school, an approved school, or to children in an approved early childhood program, is to be provided with the following:

1. information about the existence of the Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Emergency Protocol) established by the Nebraska Department of Education and adopted by ESU #13;
2. access to a copy of the Emergency Protocol form and either a copy of the school's signed Emergency Protocol or directions to obtain such from the school administrator;
3. information about the availability of a school nurse and, if one is not available, who at the school site where services are being provided is a designated trained nonmedical staff member for purposes of implementing the Emergency Protocol;
4. information about the whereabouts within the school building where the employee is providing services of the equipment and medication necessary to implement the Emergency Protocol in the case of any student or school staff emergency, including the location of an IM EpiPen-Jr. or adult EpiPen, or the school official who is to be contacted to obtain such information;
5. appropriate direction and instruction so that an employee who may be involved in an Emergency Protocol response provides appropriate and accurate information to the appropriate school official, in order that the school may maintain records of administration of medication by school staff as required;
6. inform and provide the employee of any written request from a parent or guardian of a minor student served by the employee, directing that such minor student not receive emergency treatment under the protocol.

Student Self-Management of Asthma, Anaphylaxis, and Diabetes

ESU Board Policy adopted 12/15/20

Students with asthma, anaphylaxis or diabetes will be permitted to self-manage such medical conditions while participating in programs operated by ESU #13 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.

ESU 13 Wellness Policy *(ESU Board Policy adopted 12/15/20)*

A mission of Educational Service Unit 13 is to provide curriculum, instruction, and experiences in a health-promoting program environment to instill habits of lifelong learning and health. Therefore, the Board of Education has recommended the following components that relate to LifeLink Nebraska.

Implementation Plan

ESU #13 will develop and maintain a plan for implementation to manage and coordinate the execution of this Wellness Policy. The plan delineates roles, responsibilities, actions and timelines specific to each program; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the ESU #13 campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other ESU #13 based activities that promote student wellness. It is recommended that ESU #13 uses the Healthy Schools Program online tools to complete a school-level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation and generate an annual progress report. This wellness policy and the progress reports can be found at ESU #13's website.

Triennial Progress Assessments

At least once every three years, ESU #13 will evaluate compliance with the Wellness Policy to assess the implementation of the policy and include: the extent to which ESU #13's programs are in compliance with the Wellness Policy; the extent to which ESU #13's Wellness Policy compares to the Alliance for a Healthier Generation's model wellness policy; and a description of the progress made in attaining the goals of ESU #13's Wellness Policy. The position/person responsible for managing the triennial assessment and contact information is the Administrator or Administrator's designee. The ESU #13 Wellness Committee, in collaboration with individual programs, will monitor ESU #13's compliance with this Wellness Policy. ESU #13 will notify households/families of the availability of the triennial progress report.

Other Activities that Promote Student Wellness

ESU #13 will integrate wellness activities across the entire ESU #13 setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. ESU #13 will coordinate and integrate other initiatives related to physical activity, physical education, nutrition

and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes. All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy program environments will be coordinated with Article 6 Services to Schools and Children 13 of 17 and complementary of the Wellness Policy, including but not limited to ensuring the involvement of the ESU #13 Wellness Committee.

Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the program day and throughout every ESU #13 campus (“ESU #13 campus” and “program day” are defined in the glossary). LifeLink students will have access to drinking water at the WNCC Cafeteria and within the HARMS center.

Student Conduct

LifeLink students will be held accountable for their home district's handbook policies, WNCC campus policies and LifeLink policies. Students should receive their home district's handbook directly from the district.

LifeLink students will behave in an appropriate adult manner at all times and use language that is appropriate. Extreme aggressiveness, profanity, and inappropriate gestures are not acceptable. Students will treat staff members, other students, and visitors with respect. Students will respect the privacy, personal property, and personal space of their classmates. Students will dress appropriately. Shirts displaying drug and alcohol messages are not permitted, and undergarments should not be seen.

ESU 13 Behavioral Policies *(based on ESU Board Policy adopted 12/15/20)*

Suspension, Removal, More Restrictive Placement and Other Disciplinary Circumstances

Lifelink Nebraska will notify home schools if a disciplinary matter arises. Lifelink Administrators will coordinate with districts to assure all applicable statutes, regulations and ESU #13 policies are complied with. All legal components related to Special Education will be followed in decisions. Other components to note are below:

1. As to all students who are served in programs of ESU #13 and which students are verified or certified as individuals with disabilities under any recognizable disability described by any applicable statute or regulation and as to all students who are served by any ESU #13 employee in any school which a student is verified or certified as having a disability recognized under any applicable statute or regulation, the procedure for determining the appropriate disciplinary method shall be as follows:
 - a. When any infraction of any applicable rule or regulation of student conduct or any statute declaring such conduct to be unlawful or contrary to law constitutes grounds for disciplinary action by any such statute, regulation or policy, the school district where applicable and ESU #13 may suspend the student for up to ten (10) consecutive days. If a suspension results in a cumulative total of more than ten (10) days of suspension in a school year, all due process and other procedural requirements of 92, NAC 51 shall apply. Prior to any suspension, notice of such suspension shall be sent within twenty-four (24) hours by certified or registered mail or by hand delivery to the caretaker and where applicable to the administrator or director of the school involved. If the student is eighteen (18) years of age or older, notice shall also be sent to the student.

b. Emergency exclusion or removal of individuals with disabilities If, in the opinion of Program Administrator or Program Director, a student is found to present a danger to others or to their property or if he/she presents a danger of an ongoing threat to the disruption of the academic processes of others or if he/she presents a physical danger to himself, such student may be without notice excluded for the duration of the emergency situation.

Within twenty-four (24) hours of the student's emergency exclusion, the Program Administrator or Program Director shall provide written notice to the parent and/or guardian and to the student if over the age of eighteen (18). The notice shall set forth the charges and the time, date, and place of the IEP meeting specifying the purpose and the participants in such meeting and request the parent and/or guardian and if appropriate the student to attend the IEP meeting. Such notice of emergency exclusion may be delivered by registered or certified mail, return receipt requested or by personal delivery by the administrator or director to the caretaker and student when applicable.

An IEP team meeting shall be convened if possible within the exclusionary period and shall be conducted in accordance with all standard procedures as established in 92, NAC 51 or other applicable rule(s). The IEP team shall review the student's program and shall determine if the disability is a precipitating factor of the inappropriate or prohibited behavior. That decision shall be recorded on the IEP and that information shall be used, if necessary, to revise the student's IEP to reflect the need for the use of exclusion as a disciplinary tool or management strategy, to modify the educational program if required, to change the educational placement of the student if appropriate or to indicate that the disability is not a precipitating factor, and to serve as a basis for notifying the student's parent and/or guardian or reaffirming to them if they have already been so notified that the student is expected to behave in accordance with the rules established in the school district's code of conduct or where applicable in accordance with the guidelines of student conduct as set forth within the program operated by ESU #13.

The parents shall be notified of the IEP team's decisions if they have not participated in the IEP team meeting, such notice to be sent by registered or certified mail or by personal delivery by the administrator or director. The attending teacher or certified ESU #13 employee shall notify the Program Administrator or Program Director of such person of all emergency exclusions within twenty-four (24) hours by forwarding a copy of such fact.

2. Prohibition against long-term suspension and expulsion of individuals with disabilities and requirement to follow procedural safeguards when any change in placement occurs ESU #13 recognizes that long-term suspensions and expulsions of individuals with disabilities as the terms long-term suspension and expulsion are defined in state statutes pertaining to non-disabled students have been defined by numerous federal court decisions to constitute a change in placement. ESU #13 also recognizes that with a change comes a legal obligation to provide certain procedural due process rights to the student before any change in placement occurs. ESU #13 further recognizes that a series of short-term suspensions may become a long-term suspension or deemed a change of placement pursuant to 92 NAC 51, and for that reason one short-term suspension shall be limited to a cumulative total of ten (10) days or less in a single school year unless additional days are authorized by state or federal law or regulation. ESU #13 further recognizes that the federal regulations pertaining to individuals with disabilities provides a hierarchy of restrictive placement such hierarchy being as follows:

- a. a regular classroom in a regular school
- b. a special classroom in a regular school
- c. a special school
- d. a homebound program
- e.. an institutional placement

When in the judgment of the IEP team the behavior of a student becomes so inappropriate, disruptive or violative of any regulation or policy pertaining to the operation of a service, school, program or other kind of educational service that the student's ongoing participation in his present placement will be inappropriate for him and violative of the rights of other participants, then an IEP meeting shall be convened to determine what manner of more restrictive placement would be reasonably calculated to provide an appropriate education for the student in question. The student, subject to any emergency removal or exclusion for the protection of himself/herself or other students, shall remain in the placement designated in the IEP at the time the behavior of such student becomes inappropriate until such time as an agreement with the caretaker, the school district, and ESU #13 can be reached about a change in placement or until the issue of the appropriate placement has been litigated through all appropriate procedures. Under no condition, solely within the control of ESU #13, shall the total cessation of educational services to any student for whom ESU #13 is responsible be permitted to occur. In the event that due to circumstances beyond

the reasonable control of ESU #13 to notify any other applicable agency or school district with which it is contracted that any litigation resulting from any cessation of service occurring contrary to the judgment of ESU #13, to withdraw the services and personnel of ESU #13, and to immediately notify such school district or other agency that as a result of such action contrary to ESU #13's policy that ESU #13 will assume no further responsibility of whatsoever nature for any consequences whether legal or otherwise occurring as a result of such cessation of such services.

3. Notwithstanding any other section of this policy, school personnel may order a change in placement of a student with a disability to an appropriate interim alternative educational setting for the same amount of time that a child without a disability would be subject to discipline, but for not more than forty-five (45) days if: a. the child carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of a state or a local educational agency; or b. the child knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function under the jurisdiction of a state or local educational agency.

Restraint & Seclusion Policy *(ESU Board Policy adopted 12/15/20)*

This policy sets forth the requirements, restrictions and procedures related to the use of physical restraints and seclusions.

1. 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. Seclusion is distinguishable from an in-school suspension, in which other students or adults may be present. While students are required to remain in the in-school suspension area, the students are not physically prevented from leaving.

2. Physical Restraint

- a. When Physical Restraint May be Used. Physical restraint may be used in the following circumstances:

1) 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;

i. 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 and intent to carry out the threat.

ii. 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.)

2) 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

3) 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.)

b. Physical restraint may not be used:

- 1) when a known medical or psychological condition contraindicates its use; and
- 2) as a form of punishment.

c. 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.

d. Timeline. Physical restraint is to be used only as long as necessary to resolve the reason for which it was initiated.

e. 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 ESU #13 or by an external entity and shall include, but need not be limited to:

- 1) 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;
- 2) 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;
- 3) the simulated experience of administering and receiving a variety of physical restraint techniques, ranging from minimal physical involvement to very controlling interventions;
- 4) instruction regarding the effects of physical restraint on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
- 5) instruction regarding documentation and reporting requirements and investigation of injuries and complaints; and
- 6) 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

3. **Seclusion**

a. When Seclusion May be Used. Seclusion may be used in the following circumstances:

- 1) 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;
- 2) 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;

3) 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

4) the student has an IEP or a Behavioral Plan which provides for the use of seclusion in circumstances other than the foregoing. If it is anticipated that seclusion may need to be used with a special education student, the IEP team is to discuss and include use of seclusion in the student's IEP if the IEP team determines use of seclusion to be appropriate. (Note: IEPs or Behavioral Plans should not provide for use of seclusion except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

b. Seclusion may not be used:

- 1) when a known medical or psychological condition contraindicates its use; and
- 2) as a form of punishment.

c. 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:

- 1) 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;
- 2) 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);
- 3) 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;
- 4) 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; and
- 5) 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.

d. The procedures for use of seclusion include:

1) An adult who is responsible for supervising the student shall remain within close proximity of the enclosure.

2) The adult responsible for supervising the student must periodically check on the student visually if possible.

e. 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.

f. 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.

4. Documentation and Evaluation 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 temporary record. The student's case manager, if any, 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;
- and 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.

Notification of Administration. The Program Administrator or Program Director shall be notified of the incident as soon as possible, but no later than the end of the school day on which it occurred.

Notification of Parent or Guardian. Within 24 hours after use of seclusion or physical restraint, the Program Administrator or Program Director shall send written notice of the incident to the student's parents or guardians, unless the parent or guardian has provided ESU #13 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.

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 temporary student record.

Weapons (*ESU 13 Board Policy 12/15/20*)

The Board of ESU #13 believes weapons and other dangerous objects and look-alikes in ESU #13 facilities can cause material and substantial disruption to the ESU #13 environment or present a threat to the health and safety of students, employees and visitors on ESU #13 premises or property within the jurisdiction of the ESU #13. Weapons and other dangerous objects and look-a-likes shall be taken from students and others who bring them onto the ESU #13 property or onto property within the jurisdiction of ESU #13 or from students who are within the control of the ESU #13. For purposes of this policy, the term "dangerous object" includes any personal safety or security device (such as tasers, mace and pepper spray). This prohibition includes persons with a permit to carry a concealed handgun. Possession of a weapon includes, without limitation, a weapon in a person's personal possession or control, including a weapon in a desk, locker, backpack or purse. A person who is uncertain as to what constitutes a "dangerous object" under this policy is strongly encouraged to contact the Program Administrator or the Program Director in advance of such person bringing the item onto ESU #13 property.

Any person found to be in violation of this policy shall be subject to disciplinary action, up to and including termination. Parents of students found to possess weapons or dangerous objects or look-a-likes on ESU #13 property shall be notified of the incident. Confiscation of weapons or dangerous objects shall be reported to the law enforcement officials, and students will be subject to disciplinary action including suspension or expulsion.

Students bringing firearms to ESU #13 or knowingly possessing firearms at the ESU #13 may be expelled for a period of not less than one year. Students bringing to ESU #13 or possessing dangerous weapons, including firearms, will be referred to law enforcement authorities. The Article 6 Services to Schools and Children 4 of 5 Program Administrator or Program Director shall have the authority to recommend this expulsion requirement be modified for students on a case-by-case basis. Weapons under the control of law enforcement officials shall be exempt from this policy. Firearms also may be possessed by a person for the purpose of using them, with the approval of ESU #13, in a historical reenactment, in a hunter education program, or as part of an honor guard. The Program Administrator or Program Director may allow authorized persons to display weapons or other dangerous objects or look-a-likes for educational purposes. Such a display shall also be exempt from this policy.

Searches, Seizures, & Arrests *(ESU Board Policy adopted 012/15/20)*

ESU #13 property is held in public trust by the Board. ESU #13 authorities may, without a search warrant, search students, protected student areas, or vehicles driven by students parked on ESU #13 property based on a reasonable and definable suspicion that an ESU #13 policy, rule, regulation or law has been violated.

The search shall be in a manner reasonable in scope to maintain order and discipline in the schools, promote the educational environment, and protect the safety and welfare of students, employees and visitors to the ESU #13 facilities. The furnishing of a locker, desk or other facility or space owned by ESU #13 and provided as a courtesy to a student, even if the student provides the lock for it, shall not create a protected student area and shall not give rise to an expectation of privacy with respect to the locker, desk or other facility.

ESU #13 authorities may seize any illegal, unauthorized or contraband materials discovered in the search. Items of contraband may include, but are not limited to, non prescription controlled substances, marijuana, cocaine, amphetamines, barbiturates, apparatus used for controlled substances, alcoholic beverages, tobacco, weapons, explosives, poisons and stolen property. Such items are not to be possessed by a student while they are on ESU #13 property or on property within the jurisdiction of ESU #13; while on ESU #13 owned and/or operated transportation; while attending or engaged in ESU #13 activities; and while away from ESU #13 grounds if misconduct will directly affect the good order, efficient management and welfare of ESU #13. Possession of such items will be grounds for disciplinary action including suspension or expulsion and may be reported to local law enforcement officials. The Board believes that illegal, unauthorized or contraband materials may cause materials and substantial disruption to the school environment or presents a threat to the health and safety of students, employees, or visitors on the ESU #13 premises or property within the jurisdiction of ESU #13.

The Program Administrator or Program Directors may release a minor student into the custody of a law enforcement officer upon presentation of a court order or warrant for the student's arrest, or to remove a student from the ESU #13 premises if the officer or Program Administrator or Program Director have reason to believe that the student has violated the law.

The Program Administrator, Program Director, or designee will immediately attempt to notify the parent/guardian or responsible relative of the student's removal from the ESU #13 premises and the place to which the student is reportedly taken, except in cases of child abuse.

The appropriate Program Administrator or Program Director 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.

Tobacco-Alcohol-Drugs

Tobacco *(ESU Board Policy adopted 12/15/20)*

The use of tobacco products is prohibited in all buildings and all vehicles owned or under the control of ESU #13. Smoking is also prohibited in any outdoor areas where others may be affected by smoke, including areas near the entry of buildings. For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (including electronic nicotine delivery systems), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Alcohol

LifeLink Nebraska follows the WNCC Student Code of Conduct related to alcohol use.

College policy prohibits the use, possession, or sale of alcoholic beverages on College property, whether leased or owned, and on the specific premises of College sponsored or supervised off-campus functions.

Drugs

LifeLink Nebraska follows the WNCC Student Code of Conduct related to drug use.

“College policy prohibits the consumption, possession or sale of controlled substances and/or the presence of persons under the influence of controlled substances on College property, whether leased or owned, and on the specific premises of College sponsored or supervised off-campus functions.

Conduct covered by this offense includes but is not limited to:

- a. Manufacture, distribution, sale, offer for sale, possession, or use of any illegal drug or narcotic, including but not limited to barbiturates, hallucinogens, amphetamines, cocaine, opium, heroin, or marijuana;
- b. Misuse or abuse of legal drugs or narcotics;
- c. Possession of a device (drug paraphernalia) that has been used to ingest an illegal drug or narcotic.”

Harassment by Students

LifeLink Nebraska should be a safe educational environment for all students. In order to ensure that everyone feels safe, LifeLink will follow ESU 13 Board Policies to include:

Bullying (*Anti Bullying ESU Board Policy adopted 12/15/20*)

One of the missions of ESU #13 is 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 Program Administrator, Program Director, 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 ESU #13.

Dating Violence Prevention (*ESU Board Policy adopted 12/15/20*)

ESU #13 is to provide a physically safe and emotionally secure environment for all students and staff. Positive behaviors are encouraged in the educational program and are required of all students and staff. Inappropriate behaviors, including but not limited to dating violence will not be tolerated and must be avoided by all students and staff. Pursuant to Section 79-2, 140, the Legislature has defined

- (a) “dating violence” to mean a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner; and
- (b) “dating partner” to mean any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious, or long-term.

Strategies and practices are implemented to reinforce positive behaviors and to discourage and protect others from inappropriate behaviors. Dating violence training, as defined by Section 79-2, 141(4), shall be provided to staff deemed appropriate by the administration. The Administrator, Director, or designee will be responsible for reviewing the ESU's Student Code of Conduct to ensure that this policy is reflected therein.

Harassment (*ESU Board Policy Adopted 6/15/21*)

1. General Harassment

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

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

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

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

- a. Name-calling
- b. Teasing or taunting
- c. Insults, slurs, or derogatory names or remarks
- d. Demeaning jokes
- e. Inappropriate gestures
- f. Graffiti or inappropriate written or electronic material
- g. Visual displays, such as cartoons, posters, or electronic images
- h. Threats or intimidating or hostile conduct
- i. Physical acts of aggression, assault, or violence
- j. Criminal offenses

2. Sexual Harassment

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

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

If ESU #13 knows or reasonably should know about possible harassment, including violence, ESU #13 will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If ESU #13 determines that unlawful harassment occurred, ESU #13 will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, ESU #13 will follow this policy and grievance procedure, within the scope of its authority.

ESU #13 is committed to offering employment and educational opportunities to its employees and students in a climate free of harassment. Accordingly, unlawful harassment of any kind by ESU #13 employees, including co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated. All ESU #13 employees are expected to take prompt and appropriate actions to report and prevent harassment. Employees who witness or become aware of possible harassment must immediately report the conduct to his or her supervisor or the designated Compliance Coordinator

Video Surveillance *(ESU Board Policy adopted 12/15/20)*

1. Purpose

The ESU #13 Board authorizes the use of video cameras and other passive electronic measures (such as motion detectors) for the purposes of ensuring the health, welfare and safety of staff, students and visitors, safeguarding ESU #13 facilities and equipment, and maintaining student discipline and an appropriate educational and work environment.

2. Placement

Video cameras and similar devices are authorized to be used in Unit facilities, Unit vehicles, and other places within the control of ESU #13. The locations in which the devices will be placed and the times the devices will be in use are to be determined by the Program Administrator, Program Director, or the ESU #13 Administrator or designee consistent with the purposes set forth in the Policy. The devices shall not be placed or operational in locations in which individuals have a high expectation of privacy, such as restrooms.

3. Notice

Notice of the fact that video surveillance cameras are being utilized shall be given through appropriate mechanisms, such as by posting signs in the building entry and other locations and by including a notice in the student-parent and employee handbooks.

4. Viewing Monitors and Video Recordings

Monitors used to view video recordings are to be located and positioned such that only authorized personnel are able to see the images on the monitors. Only authorized personnel shall be allowed to view recorded video. Authorized personnel for these purposes are the Program Administrator, Program Director, the ESU #13 Administrator or designee, and the ESU #13 Technology Department personnel responsible for the technical operations of the system (for technical purposes only). In some limited circumstances, the Program Administrator, Program Director, or the ESU #13 Administrator or designee may authorize supervised viewing of surveillance cameras and recorded video by other designated staff members. The Program Administrator, Program Director, and the ESU #13 Administrator or designee may allow law enforcement officers to view monitors and recorded video when such is consistent with school security and discipline and consistent with law. Students shall not be permitted to view the monitors. Students shall not be permitted to view recorded video except where the individual student is the focus of the recorded video.

5. Use of Video Recordings

Video records may be used as a basis for student or employee disciplinary action and for making reports to law enforcement.

6. Video Recordings as Education Records

Video recordings which are considered to be “education records” within the scope of the Family Educational Rights and Privacy Act (FERPA) shall be maintained in accordance with FERPA and other applicable laws. A video recording may be considered an education record when a specific student is the focus of the video recording. For example, if the video recording shows a student violating a school rule, the video recording is an education record of that student. It may be viewed on request by that student’s parent (or the student if age 18 or older). The video recording may not be viewed by, nor will a copy be given to, others without the parent’s written consent unless a FERPA exception exists. In the event more than one student is a focal point of the video recording, it may be an education record of each such student. This would be the case, for example, if two students are recorded fighting. In that event, the school would allow both sets of parents an opportunity on request to view the video, but will not give a copy of the video to either set of parents without the written consent of the other student’s parent.

7. Maintaining Video Recordings

Video recordings shall be retained for 30 days or until determined that no incident has occurred. If an incident has been recorded, the recording will be transferred and retained concurrently with the incident file. Video recordings that contain personal information shall be securely stored in the ESU #13 network data center and, when such recordings are no longer needed or required to be maintained, shall be properly disposed of or erased.

8. Maintaining the Integrity of the Video Surveillance System

The ESU #13 Technology Department shall be responsible for checking the video surveillance system on a weekly basis to ensure it is operating properly. Students or staff who vandalize, damage, disable, or render inoperable surveillance cameras or equipment, or use the video surveillance system in a manner that is not consistent with the purposes set forth in this Policy, shall be subject to appropriate disciplinary action (up to and including expulsion for a student and termination for a staff member) and referral to appropriate law enforcement authorities.

Internet/E-mail Acceptable Use – Student

The following are guidelines for acceptable use of the internet/e-mail:

1. The intent of the legislature is to provide educators and students with access on the internet/e-mail for professional growth opportunities, research and other educationally related experiences. ESU #13 recognizes some personal use of the internet/e-mail is appropriate, being mindful of excessive personal use limits access availability for others.
2. Transmission or reception of any material which is in violation of any federal or state regulation is prohibited. This includes, but is not limited to the following copyrighted material; threatening, harassing, pornographic, or obscene material; or materials protected by trade secrets.
3. Commercial activities, product advertising, and political lobbying are prohibited. Excessive personal use during the school day will be considered misuse.
4. Users of internet/e-mail are expected to abide by established rules of network etiquette including, but not limited to the following:
 - a. Politeness is a must at all times. Abusive messages, hate mail, harassment, discriminatory remarks, and other antisocial behaviors are prohibited.
 - b. Profanity, vulgarities, or any other inappropriate language is prohibited.
 - c. Personal phone numbers and home addresses are not to be divulged.
 - d. Network storage areas will be regarded as school property. Files and communications may be reviewed by ESU #13 personnel. Electronic mail is not guaranteed to be private.
 - e. "Chain letters" are considered to be a misuse of the system.
 - f. Talk, write, and chat commands may be intrusive and should only be used after receiving permission from the other party. Personal information should not be given.
 - g. Classroom use will take precedence over individual use.
5. Users must respect the integrity of the system at all times. Students and staff should not intentionally develop or activate programs that harass other users, infiltrate a computer system, or alter the software components of a computer or computer system. These include, but are not limited to: viruses, forgoing e-mail, hacking, and attempting to use administrative commands.
6. Do not vandalize or destroy the data or hardware on any other system.
7. Security of any computer system is essential. Access to internet/e-mail is intended for exclusive use by authorized individuals. Any problems which arise from the use of an account are the responsibility of the account holder. Misuse may result in the suspension of the account privileges. This may include, but is not limited to the following:
 - a. Trespassing in another's work file.

- b. Giving out your password or the password of others.
 - c. Attempting to log in to another individual's account.
 - d. Failure to notify the supervising staff members of a security problem.
8. Technology- Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users.
- a. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
 - b. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
 - c. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 - d. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
 - e. Users shall not copy, change, or transfer any software without permission from the network administrators.
 - f. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is called a bug, virus, worm, Trojan horse, or similar name.
 - g. Users shall not engage in any form of vandalism of the technology resources.
 - h. Users shall follow the generally accepted rules of the network etiquette.

The ESU #13 Administrator or designee may further define such rules.

Student Welfare

Asbestos *(ESU Board Policy adopted 04/21/20)*

In compliance with the Toxic Substances Control Act, it shall be the policy of ESU 13 to follow the Asbestos Hazard Emergency Response Act (AHERA) regulations concerning the inventory and management of asbestos containing materials within the buildings on the ESU 13 premises as follows:

1. Appoint and train a designated person who will be responsible for the management of all asbestos-related activities.
 - a. Ensure that inspections, re-inspections, periodic surveillance, and response actions are completed in accordance with regulations.
 - b. Inform workers and occupants of AHERA activities annually.
 - c. Supply proper notification of asbestos locations to short-term outside contractors/workers.
 - d. Post all required warning labels.
 - e. Notify all employees, parents/guardians, and the public in general that there is an asbestos management plan, which can be reviewed upon request.
 - f. Maintain complete up-to-date records relating to the following activities:
 - 1) All asbestos-related training.
 - 2) All renovation, remodeling or demolition that may involve asbestos.
 - 3) All asbestos abatement activities including operations and maintenance, encapsulation, encasement and removal.
 - 4) All disposal manifests and records of disposed asbestos.
 - 5) All notifications to parents/guardians, employees and students regarding the presence of asbestos.
 - 6) All art procedures, which may involve asbestos contact.
 - g. Ensure that all employees under the direction of the designated person are completely knowledgeable of the respiratory protection requirements, that they wear the appropriate respiratory equipment according to instruction, and that they maintain the equipment in a clean and operable condition.
 - h. Select and approve respirators, replacement respirator filters, prefilters, and other necessary replacement parts.
2. Ensure that all members of the maintenance and custodial staff receive training prior to conducting activities that may disturb asbestos.
3. Ensure that all maintenance employees who are hired after the implementation plan be trained within sixty (60) days after the commencement of employment.
4. Maintain a complete up-to-date copy of the management plan in the Administrative Offices.

Child Abuse & Neglect *(ESU Board Policy adopted 012/15/20)*

Everyone has a responsibility to report abuse or neglect. In Nebraska, everyone is a mandatory reporter. This means physicians, medical institutions, nurses, school employees, social workers or any other person who has reasonable cause to believe that a child or vulnerable adult has been subjected to abuse or neglect, or observes such child or vulnerable adult being subjected to conditions or circumstances which reasonably would result in abuse or neglect are required by law to make a report to the Abuse and Neglect Hotline (800-652-1999) and/or Law Enforcement (if an emergency exists).

Definitions of Child or Vulnerable Adult Abuse and Child or Vulnerable Adult Neglect (Nebraska Department of Health and Human Services):

- Physical abuse: Non-accidental physical injury (ranging from minor bruises to severe fractures or death) as a result of punching, beating, kicking, biting, shaking, throwing, stabbing, choking, hitting, burning or otherwise harming a child or vulnerable adult, that is inflicted by a parent, caregiver or other person who has responsibility for the child or vulnerable adult. Such injury is considered abuse regardless of whether the caregiver intended to hurt the child or vulnerable adult. Physical discipline, such as spanking, is not considered abuse as long as it is reasonable and causes no bodily injury to the child or vulnerable adult. Non-accidental injury that is caused by someone other than a parent, guardian, relative or other caregiver, such as a stranger, is considered a criminal act that is not addressed by child or vulnerable adult protective services.
- Neglect: The failure of a parent, guardian or other caregiver to provide for a child or vulnerable adult's basic needs. Neglect may be physical, medical, educational, or emotional. Domestic Violence: Children or vulnerable adults are exposed to domestic violence and are harmed by the experience and suffer consequences ranging from hyper-vigilance to problem with concentration and emotional regulation. Abandonment as Neglect: In general, a child or vulnerable adult is considered to be abandoned when the parent's identity or whereabouts are unknown, the child or vulnerable adult has been left alone in circumstances where the child or vulnerable adult suffers serious harm, or the parent has failed to maintain contact with the child or vulnerable adult or provide reasonable support.
- Substance Abuse as Abuse or Neglect: Prenatal exposure of a child to harm due to the mother's use of an illegal drug or other substance; manufacture of methamphetamine in the presence of a child; and selling, distributing or giving illegal drugs or alcohol to a child.
- Sexual Abuse: The employment, use, persuasion, inducement, enticement or coercion of any child or vulnerable adult to engage in, or assist any other person to engage in, any sexually explicit conduct or simulation of such conduct for the purpose of producing a visual depiction of such conduct; or the rape, and in cases of caretaker or inter-familial

relationships, statutory rape, molestation, prostitution, or other form of sexual exploitation of child or vulnerable adult, or incest with child or vulnerable adult.

- Emotional abuse: A behavior that harms a child or vulnerable adult's emotional development or sense of self-worth.

Homeless Students (*ESU Board Policy adopted 12/15/20*)

ESU #13 shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education, including public preschool education, as provided to other children and youths.

“School of Origin” shall mean the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool. School of origin shall also include any designated receiving school for the next grade level for all feeder schools when a student completes the final grade level served by the school of origin.

“Homeless children and youths” shall mean any individuals who lack a fixed, regular, and adequate nighttime residence; and includes:

1. children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and 4. migratory children who qualify as homeless because they are living in circumstances described in (1-3).

“Unaccompanied youth” shall mean a homeless child or youth not in the physical custody of a parent or guardian.

School Selection

ESU 13 shall presume that keeping a homeless child or youth enrolled in the child's or youth's school of origin is in the child's or youth's best interest, except when doing so is contrary to the request of the child's or youth's parent or guardian or, in the case of an unaccompanied youth, the youth.

To overcome the presumption that a child or youth should remain in his/her school of origin, ESU 13 shall consider student-centered factors including: the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the

request of the child's or youth's parent or guardian or, in the case of an unaccompanied youth, the youth.

Enrollment

Once the school is selected in accordance with the child's or youth's best interest, that child or youth shall be immediately enrolled even if the child or youth is unable to produce records normally required for enrollment including, but not limited to, previous academic records, immunization or other health records, proof of residency or has missed any application or enrollment deadlines during any period of homelessness.

Transportation

If the child or youth continues to attend his or her school of origin, transportation shall be provided promptly even if there is a dispute pending regarding which school is in the child's or youth's best interest to attend. Transportation will continue to be provided to and from the school of origin for the remainder of any academic year during which the child or youth becomes permanently housed.

Grievance (or Complaint) Procedures

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the Compliance Coordinator designated to handle complaints of discrimination.

Service Animals *(ESU Board Policy 12/15/21)*

Individuals with disabilities, including but not limited to students, may use a service animal on ESU #13 property subject to the conditions in this policy.

Definition

A service animal is any dog that is 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. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals.

The work tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to:

- Assisting individuals who are blind or have low vision with navigation and other tasks.
- Alerting individuals who are deaf or hard of hearing to the presence of people or sounds.

- Providing non-violent protection or rescue work.
- Pulling a wheelchair.
- Assisting an individual during a seizure.
- Alerting individuals to the presence of allergens.
- Retrieving items such as medicine or the telephone.
- Providing physical support and assistance with balance and stability to individuals with mobility disabilities.
- Helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under the definition of a service animal.

When and Where a Service Animal is Allowed Access

Individuals with disabilities can bring their service animals in to all areas of ESU #13 where members of the public, program participants, clients, customers, patrons, or invitees are allowed. A service animal can be excluded from a facility if its presence interferes with legitimate safety requirements of the facility.

ESU #13 will ask an individual with a disability to remove a service animal if the animal is not housebroken or is out of control and the individual is not able to control it. A service animal must have a harness, leash or other tether, unless the handler is unable to use a tether because of a disability or the use of a tether would interfere with the service animal's ability to safely perform its work or tasks. In these cases, the service animal must be under the handler's control through voice commands, hand signals, or other effective means. If a service animal is excluded, the individual with a disability must still be offered the opportunity to obtain goods, services, and accommodations without having the service animal on the premises.

Asking Questions

To determine if an animal is a service animal, ESU #13 may ask two questions:

- Is this animal required because of a disability?
- What work or task has this animal been trained to perform?

These questions may not be asked if the need for the service animal is obvious (e.g., the dog is guiding an individual who is blind or is pulling a person's wheelchair). ESU #13 may not ask about the nature or extent of an individual's disability or require documentation, such as proof that the animal has been certified, trained or licensed as a service animal, or require the animal to wear an identifying vest.

Service Animals Other Than Dogs

ESU #13 can consider whether the facility can accommodate service animals other than dogs, and will review requests on an individual basis. The animal must have been individually trained to do work or perform tasks for the benefit of the individual with a disability. The rules that apply to service dogs also apply to other animals.

Other Provisions

- ESU #13 is not responsible for the care and supervision of a service animal.
- ESU #13 cannot ask nor require an individual with a disability to pay a surcharge or deposit, even if people accompanied by pets are required to pay such fees.
- If ESU #13 normally charges individuals for the damage they cause, an individual with a disability may be charged for damage caused by his or her service animal.

Enrollment Form - Media/Publicity Form

Reporters from local newspapers, television stations, and radio stations frequently visit schools to gather information and pictures for stories on a variety of topics (profiles on new school programs, stories about outstanding students and teachers, parent/student issues, news such as new standards and policies). My signature below represents that ESU 13 has my permission to use my child's photograph, likeness, artwork, profile, and/or story in all forms of media and all manners (these are called "use"), including, but not limited to classroom display, publications, web pages, brochures, videos, and other promotional media. I understand the circulation of the materials could be worldwide and that there will be no compensation to me or my child for this use. I waive any right to inspect or approve the finished product, including written copy that may be created in connection therewith.

Occasionally, due to family, legal, or other reasons, parents and legal guardians prefer that their children never receive publicity. We ask that those parents and legal guardians sign and return the form below. Signed forms returned to us will be kept on file at ESU 13 and referred to when members of the media visit the school. Reporters and photographers will be asked to avoid featuring any children for whom this form is on file.

Please note that this procedure cannot apply to public events or to the extracurricular programs for which children must register.

____ I GIVE permission for my child to be included in any publicity or web publications that a school classroom or regular school program may receive.

____ I do NOT want my child to be included in any publicity that a school classroom or regular school program may receive.

Name of Child _____

Parent/Guardian Signature _____

Date _____

Authorization expires at the end of each school year.

(Questions? Call Jessica Broderick, Special Education Director at 308-635-3696)

Enrollment Form - Release of Information

It may be in the best interest of some students to have open communication between ESU 13 LifeLink School personnel and student healthcare and/or mental health providers. Please complete this form if you would like ESU 13 personnel and healthcare and/or mental health providers to be able to communicate about your child. This communication may include information shared via phone call, email, facsimile, and/or US Postal Service mail. Completion of this form is voluntary.

Community Health/Mental Health Provider:

Date: _____

Authorization for Release of Personal Records/Health Records And Pupil Information

☐ MDT information	☐ Psychological & mental health records	☐ Test scores
☐ IEP information	☐ Educational evaluation	☐ Medical, Health & Immunization records

Name of Student

Date of Birth

Grade

I hereby authorize you to release records to:

Educational Service Unit 13

4215 Avenue I

Scottsbluff, NE 69361

Phone: (308) 635-3696 Fax: (308) 635-0680

It is understood that this information will be used in a professional manner in the best interest of the child.

Signature of Parent/Guardian

Date

I acknowledge notification of this transfer of records as required by the Family Educational Rights and Privacy Act of 1974, and understand that I have a right to receive a copy at my own expense, if I so request, and have an opportunity for a hearing to challenge the content of the records. I understand that the information transferred will be treated in a confidential manner and will not be transmitted to a third party without my consent. Family Educational Rights and Privacy Act of 1974 states that parents' signature is not required for transfer of records between schools.

Enrollment Form - Emergency Contact Information

Student Name: _____ Date of Birth: _____
Age: _____ Grade: _____ ☐ Male ☐ Female School District: _____
Who does the student live with? _____

Please notify the school immediately of any changes in contact information.

Parent/Guardian Information

Father/Guardian Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____
Place of Employment: _____ Work Phone: _____
Email Address: _____
Preferred Contact Method: ☐ Phone ☐ Text Message ☐ Email

Mother/Guardian Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____
Place of Employment: _____ Work Phone: _____
Email Address: _____
Preferred Contact Method: ☐ Phone ☐ Text Message ☐ Email

Emergency Contacts if Parents/Guardians Cannot Be Reached

1st Contact Name: _____ Phone: _____
Relationship to Student: _____

2nd Contact Name: _____ Phone: _____
Relationship to Student: _____

Healthcare Providers

Family Physician: _____ Phone: _____
Date of Last Exam: _____

Dentist: _____ Phone: _____
Date of Last Exam: _____

Optometrist: _____ Phone: _____
Date of Last Exam: _____

Psychiatrist/Psychologist: _____ Phone: _____
Date of Last Visit: _____

Enrollment Form - Medical/Health Information

Page 1 of 2

Student Name: _____

Please circle either YES or NO for the following questions. If you answer “yes” to any of the following, please give more information in the space provided.

Does your child take medications or supplements regularly?	YES	NO	Has your child had any new immunizations in the last year? *if YES, provide school with updated record	YES	NO
Does your child have allergies?	YES	NO	Does your child have anaphylaxis? *if YES, Anaphylaxis Action Plan sent home	YES	NO
Does your child have asthma? *if yes, Asthma Action Plan sent home	YES	NO	Does your child have diabetes? *if yes, Diabetes Action Plan sent home	YES	NO
Does your child have seizures? *if yes, Seizure Action Plan sent home	YES	NO	Does your child have a mental health disorder?	YES	NO
Does your child have a skin disorder?	YES	NO	Does your child have restrictions for physical activity?	YES	NO
Does your child have a vision loss?	YES	NO	Does your child have a hearing loss?	YES	NO
Does your child have a history of surgeries or injuries?	YES	NO	Does your child have any dietary restrictions or nutritional needs?	YES	NO
Does your child have a modified diet or feeding/swallowing needs? *if YES, you will contacted by the SLP	YES	NO	Does your child have a history of high blood pressure?	YES	NO

Please list ALL prescription medication that your child takes, including vitamins, supplements, and over-the-counter medications.

Medication	Dose	Route	Time(s)	Indication	Prescriber

Please list ALL allergies that you are aware of for your child, including medication, food, environmental, and chemical.

Allergen	Reaction	Treatment

Please use the space below to share any additional information and/or any other medical condition or concern that your child may have:

Enrollment Form - Medication & Emergency Treatment

Student Name: _____

Medication

If there are over-the-counter medications you wish to have given to your child, please send these medications to the school. My signature below indicates that I give permission for the school nurse or a medication-competent school staff member to administer over-the-counter medications - such as Acetaminophen, Ibuprofen, cough drops, hydrocortisone cream, triple antibiotic ointment, antifungal cream, and first aid cream - to my child as needed. I release ESU 13 and its employees from liability in case of choking, allergic reaction, side effects, and/or health risks related to the medication.

**Please note: we do not provide liquid forms of medication*

____ I GIVE permission for my child to be given over-the-counter medication(s) at school.

____ I do NOT want my child to be given over-the-counter medication(s) at school.

Parent/Guardian Signature _____

Date _____

In Case of Emergency

In the event of an emergency, my signature below authorizes any qualified, competent personnel to administer emergency medical first aid and/or any other treatment essential to the health and well-being of my child. Additionally, I consent for my child to be transported via ambulance in the case the parent/guardian cannot be reached. Should emergency medical treatment be necessary, I authorize local emergency service providers to carry out such treatments.

**If you consent to one or two of these three items, please mark the lines below and circle which items you authorize*

____ I GIVE permission for my child to receive emergency medical first aid by school personnel, be transported via ambulance if a parent/guardian cannot be reached, and be treated by emergency service providers

____ I do NOT want my child to receive emergency medical first aid by school personnel, be transported via ambulance if a parent/guardian cannot be reached, and be treated by emergency service providers

Parent/Guardian Signature _____

Date _____

Educational Service Unit No. 13
Network Acceptable Use and Internet Safety Policy Student's Agreement

Educational Service Unit No. 13 Network Acceptable Use and Internet Safety Policy Student's Agreement By signing this form, I acknowledge receipt of, understand, and agree to abide by the rules and standards set forth in ESU #13 Network Acceptable Use and Internet Safety Policy. I understand that to gain access to the ESU #13 computer network systems, I must return this form signed by me and my parent or legal guardian. I further understand that any violation of the Policy is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, monetary liability may be incurred, school disciplinary and/or appropriate legal action may be taken. I understand that this agreement will be in effect for one school year and must be re-signed in subsequent years.

AI Tools & Systems:

- *AI Output Review: Always review and critically assess outputs from AI tools before submission or dissemination. Staff and students should never rely solely on AI-generated content without review.*
- *Bias and Misinformation: Be aware that AI-generated content may possess biases or inaccuracies. Always verify AI-produced results using trusted sources before considering them in academic work.*
- *Safety & Respect: Users must not use AI tools to create or propagate harmful, misleading, or inappropriate content. (Note: This may also be added to a student code of conduct or bullying/harassment policy.)*
- *Transparency: Any use of AI to aid assignments, projects, or research must be declared [and properly cited].*
- *Usage: AI tools will be used for educational purposes only. Misuse or malicious use of AI technologies will lead to disciplinary action.*

Printed Student Name: _____

Student Signature: _____

Date: _____

Educational Service Unit No. 13
Network Acceptable Use and Internet Safety Policy Parent's or Legal Guardian's
Agreement

Educational Service Unit No. 13 Network Acceptable Use and Internet Safety Policy Parent's or Legal Guardian's Agreement I have read, understand, and agree with the ESU #13 Network Acceptable Use and Internet Safety Policy. I understand that by signing this form I give permission for ESU #13 to grant access to district electronic communication systems, including the Internet. I understand that this access is designed for educational purposes. I understand that ESU #13 has taken reasonable precautions to eliminate access to inappropriate material and I will not hold the district or staff members responsible if inappropriate material is inadvertently accessed. I understand that this agreement will be in effect for one school year and must be re-signed in subsequent years. **I grant permission for [insert district] to provide selected information required for my child to use online or other equipment or instructional technology tools approved by the District Technology Committee/District representative. I further consent that ESU13 may provide such information on my behalf under the Children's Online Privacy Protection Act, Children's Internet Protection Act, Protection of Pupil Rights Amendment, Family Educational Rights and Privacy Act, and other federal or state law.**

Printed Parent Name: _____

Parent Signature: _____

Date: _____

2025-2026 Meridian Handbook Changes

General Updates

- Page 4 - Added Autumn Luckey and Christopher Guadarrma as General Education Teachers, Removed Communication Assistant, added Allison Tramp as Occupational Therapist, added Martina Cardona as Behavior Technician, Removed Kathie Buskirk & Madison Malzahn and added Michelle Weimer as Physical Therapist to reflect staffing changes.
- Page 18 - Removed Lunch bills will be sent home with the student on the 1st school day of the month. Please make checks payable to Educational Service Unit #13. Lunches will be billed the month after they are consumed. Parents can pre-pay for meals if so desired. Bills that are not paid after two months will result in students not able to purchase lunch until the balance is paid. Notification of this status will come from the Meridian Administrator.
- Page 18 - Removed: Meal prices will be determined in July when we sign our school lunch contract. This will be updated when new prices are made available.
- Page 18 - Added: For the 2025–2026 school year, the cost of student lunches is included in the overall program tuition. Families will not be billed for school lunches during this academic year.
- Page 40 - Added Crystal Smith to contact for Compliance Coordinator/Human Resources Manager.
- Page 44 - Added Crystal Smith to contact for Compliance Coordinator/Human Resources Manager.
- Page 58 - updated Network Acceptable Use and Internet Safety Policy Student's Agreement- changes reflect the use of AI tools and systems listed on form.
- Page 59 - updated Parent/Legal Guardian Agreement to meet COPPA compliance which is in bold on parent agreement..

Policy Updates

- No Board policies contained within the Meridian handbook were updated in the last calendar year.

Pending Updates

- No Pending Updates

Respectfully submitted,

Julie Black



Meridian

Student Handbook
2025-2026

4215 Avenue I
Scottsbluff, NE 69361
(308) 635-3696

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Mission and Vision

ESU #13 MISSION STATEMENT

The Mission of ESU #13 is to Serve, Support, and Empower.

ESU #13 VISION and BELIEFS

Achieving educational excellence for all learners through strong partnerships, service, and leadership by...

- Collaborating with schools, families, and communities
 - Serving with equity, efficiency, and integrity
 - Communicating effectively
 - Leading with innovation



MERIDIAN SCHOOL MISSION STATEMENT

Meridian partners with school districts, the community, and families to support individual student growth by teaching functional life skills and guiding students toward independence.

MERIDIAN SCHOOL PHILOSOPHY

Meridian School is one of the continuum of services available to districts to meet the needs of students with disabilities.

Meridian offers a safe, supportive, and nurturing environment by providing a functional, pre-vocational, and life skills curriculum.

Meridian promotes respect, acceptance, and self-advocacy through opportunities for positive leadership, understanding self-worth, and community involvement.

Meridian School Information

Placement

Meridian School is a placement option as part of the continuum of services available to students with disabilities. Meridian School provides services to children ages 5-21 on a contractual basis through their school district as determined by the student's Individual Education Plan (IEP). Should a student's team be interested in exploring Meridian School as a placement option, the district should contact Meridian School administration to schedule a visit to the school. If the team, following the on-site visit, determines that Meridian School is the most appropriate placement for the student, an IEP meeting should be scheduled to include the Meridian teacher. An IEP is mutually developed involving staff from Meridian School and the contracting school, parents, and related services providers in order to meet the unique needs of each student. The home school district finalizes the new IEP and adds Meridian staff to the IEP team on SRS.

Meridian Staff

Personnel Qualifications

(ESU Board Policy - Article 6, Section 1.E.)

All personnel assigned to provide special education and related services to children with disabilities are to be appropriately and adequately prepared to provide special education. The Director of Special Education will develop a comprehensive system of personnel development which shall include:

1. in-service training;
2. procedures to assure that all personnel are properly endorsed and adequately trained; and
3. acquiring and disseminating best educational practices and materials developed for the provision of the services.

Personnel Listing

Director of Special Education	Jessica Broderick
Special Education Program Coordinator	Julie Black
Special Education Secretary	Stephanie Ryan
Special Education Teacher	Irma Rios
General Education Teacher	Christopher Guadarrama
General Education Teacher	Autumn Luckey
Secondary Transition Teacher	Kenda Foos
School Nurse	Gabriela Valverde
Speech-Language Pathologist	Jenifer Splichal
Behavior Technician	Lori Frank
Behavior Technician	Martina Cardona
School Psychologist	Dr. Katie Carrizales
Counselor	To Be Determined
Physical Therapist	Michelle Weimer
Occupational Therapist	Allison Tramp
Secondary Transition Consultant	Diane Reinhardt
Teacher of the Visually Impaired	Megan Macy
Teacher of the Deaf/Hard of Hearing	Heather Esterdahl

Curriculum Information

Statement of Curriculum Expectations

The goal of Meridian school is to provide a high quality learning environment where ALL students are given opportunities to grow and excel. Meridian School implements research-based practices to provide strong functional, life-skills based curriculum emphasizing functional academics, personal management, vocational development, motor development, communication development, and independent living.

Functional Academics

Functional academics provide the ability to assimilate and apply essential academic concepts in academic and natural settings. A functional academic curriculum allows students to develop skills necessary to participate in everyday life. To be functional, these skills must be related to some real activity that the student encounters in daily living. Environments in school such as the cafeteria, gym, and school store, as well as community access offer natural opportunities to teach and access functional academic skills. In accordance with a student's IEP, Meridian School offers the following instructional opportunities:

Language Arts	Basic Functional Reading Basic Functional Writing
Mathematics	Basic Functional Math Skills Functional/Vocational Math Skills Touch Math Instruction Money/Personal Finance Instruction
Science & Humanities	Project-Based Science Instruction Project-Based Social Studies Instruction Art and Music Instruction Use of Technology

Personal Management

Personal management is the ability to demonstrate participation and performance of authentic daily skills such as self-care and life skills for physical health. In accordance with a student's IEP, Meridian School offers the following instructional opportunities:

Self Care	Dressing Personal Hygiene Social Norms/Manners
Physical Health	Caring for Medical Needs Personal Health & Wellness Personal Safety
Mental Health	Knowledge of Self Relationship Responsibilities Instruction on Professional Supports

Vocational Development

The ultimate goal of vocational development is to foster the unique relationship of the individual and society. The individual's role is the development of self-advocacy, vocational skills, and career abilities. In accordance with a student's IEP, Meridian School offers the following instructional opportunities:

Work Performance	Following Directions Remaining On-Task Sequencing Quality Standards Rate/Time of Work Safety on the Job Task Initiation and Completion

Work Behavior Skills	Work Relationships Work Attitude Personal Management in Workplace Ethics in the Workplace
Work Preparation	Work Value Interest/Strength Assessment & Instruction Seeking & Securing Employment

Motor Skill Development

Motor skill development refers to coordination of fine and gross motor skill movement as it relates to participation in educational and life skills activities. In accordance with a student's IEP, Meridian School offers the following instructional opportunities:

Gross Motor Skills	Head Control Repositioning & Seating Weight Bearing Ability Mobility Skills Strength & Coordination Skills
Fine Motor Skills	Visual Perception & Coordination Handwriting Development Self-Help Motor Movement

Communication Development

Communication development is concerned with the way a student understands information and expresses information. Student instruction focuses on opportunities for students to learn to use receptive and expressive language skills to communicate with teachers, peers, and community members. In accordance with a student's IEP, Meridian School offers the following instructional opportunities:

Receptive Communication	Listening to Verbal Directions Following Increasingly Complex Directions Understanding Spoken Information Understanding Nonverbal Messages
Expressive Communication	Articulation of Speech Sounds Fluency/Stuttering Intervention Expanding of Utterances Vocabulary Development Augmented or Alternative Communication
Social Communication	Social Skills Instruction Manners Socially-Acceptable Communication

Independent Living Skills

Independent living instruction focuses on teaching skills that will increase students' independence and reliance on themselves or cues in their environment and decrease dependence on others. Instruction may often take place predominantly within the community and in natural environments versus commercial curricula or school-only settings. Transition programming will focus on independent living goals, which meet parent and student preferences and support students as they move from traditional educational environments to community living. In accordance with a student's IEP, Meridian School offers the following instructional opportunities:

Household Management	Meal Planning Meal Preparation Housekeeping Linen/Clothing Care

Access Issues	Community Involvement & Access Transportation
Leisure	Leisure Opportunities Recreation Opportunities
Finances	Money Concepts Financial Management

Related Services

Related individual services such as speech/language, counseling, occupational therapy, and physical therapy are delivered to the students on-site for those students whose programs require them. Needs are identified during your child's Multidisciplinary Team evaluation and described at the Individual Education Plan (IEP) meeting.

Students who require related services may receive them in an individual and/or group setting. The teaching staff integrate and reinforce goals within the total program context. This ongoing consultation promotes a consistent program for your child.

Music/Fine Arts Education

Music is a valuable source of enjoyment, expression, and socialization opportunity for your child, as well as an important future source of leisure activity in adult life. Sensory integration, language development, and learning concepts are tied to music activities. Based upon individual readiness, children participate in vocal music, bell choir, or both. Special program performances are held at least twice a year.

Physical Education

Lifelong wellness is an important piece of the Meridian curriculum. Students access various community recreation facilities on a regular basis for swimming and physical activity. Students also participate in supervised physical education activities during daily scheduled recess times.

Transition Programs

Beginning at age fourteen or earlier, student IEPs include specific preparation for future work and community life. Parents, school, and appropriate community agencies are involved in formulating a readiness inventory and a plan for transition from the school setting to work, to adult services for the disabled, or to post-public school training with Vocational Rehabilitation. Transition IEPs and activities must be in place by the child's 14th birthday. Teams may choose to enroll students within the program until they are 21 years of age.

IEPs are developed based on areas of need as identified in the transition plans. A Transition Consultant assists and supports you and the Meridian Staff in identifying and reaching transition objectives. These objectives include such skills as clothing care, self-care, individual recreation, housekeeping, and food preparation. As part of the plan, parents may get information on obtaining personal identification for your child, arranging for SSI and Medicaid benefits, and the need for exploring future guardianship arrangements.

Work Experience

At age 16, students receive an important transition skill: supervised work experience in the ESU building or at a business in the local community. A paraeducator job coach supervises each student at the job site and teaches the skills and attitudes necessary for success. The job assignment changes periodically to provide a variety of experiences. This helps the IEP team learn what kinds of work are best suited to your child's interests and capabilities. Students are eligible to participate in pre-employment services through NE VR at the age of 14.

Field Trips & Community Outings

Field trips and outings provide learning opportunities for inclusion in the larger community. Students learn how to access community resources to become as self-sufficient as possible in preparing for adult life. They will learn the location and purpose of such resources as banks, the post office, social services, the hospital, grocery stores, restaurants, and various recreation centers.

Meridian School Assurances

Procedural Safeguards

Meridian School ensures that children with disabilities and their parents are afforded the procedural safeguards required in 92 NAC 51-009.

Statement of Confidentiality

Meridian School complies with the requirements contained in 92 NAC 51-009 relating to the confidentiality of records and information.

School Hours & Schedule

Meridian's school day begins at 9:00 AM and ends at 3:00 PM for students. Parents transporting their own child or districts transporting their own students should arrive at school no earlier than 10 minutes before the start of the school day. Children/students should be picked up promptly at 3:00.

The school calendar is sent to families at the beginning of the school year and may also be accessed online at ESU #13's website, www.esu13.org. Whether a student follows the Meridian School calendar or the calendar from their home district is an IEP team decision.

Attendance & Absences

Meridian School works in conjunction with a student's resident school district to ensure mandatory attendance requirements are met. Nebraska State Law 79-201 (updated 2012) states: "Every person residing in a school district within the State of Nebraska who has legal or actual charge or control of any child who is of mandatory attendance age or is enrolled in a public school shall cause such child to enroll in, if such child is not enrolled, and attend regularly a public, private, denominational, or parochial day school which meets the requirements for legal operation prescribed in Chapter 79, or a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements, each day that such school is open and in session, except when excused by school authorities or when illness or severe weather conditions make attendance impossible or impracticable."

It is the responsibility of each district to ensure that the children from their district attend school on a regular basis. As a means of doing this, the principal or the child's teacher must have documentation to account for every absence that a student may have during the school year.

Parents or guardians are requested to call the school whenever a student is absent and give the reason for the absence. Only absences involving the illness of the students themselves, recognized religious observances, or medical appointments are considered excused. All other absences are considered unexcused. If the principal or teacher does not receive notice or documentation for an absence, that absence will be counted as unexcused. When the number of unexcused absences reaches a level establishing irregular school attendance, the program administrator is required by State law to take appropriate action.

If a student will be absent for a prolonged period of time, please meet with the program administrator and teacher to address the issue. If a student misses five or more consecutive days of school due to illness, he/she must have a medical doctor's permit to re-enter school, or be cleared through the school nurse. Prolonged absences will require an IEP team meeting to discuss educational options needed during absence from school.

To excuse your child from school, call the Special Education secretary at (308) 635-3696 between 7:30 AM and 9:00 AM each day your child will be kept home from school. If your child is transported by ESU #13, please notify the school as early as possible so bus routes can be adjusted.

Transportation

Nebraska Department of Education Rule 51 Section 014 and IDEA identify transportation as a related service provision that may be required to assist a student with a disability to benefit from special education.

It is the responsibility of each school district contracting for services at Meridian School (which is a facility other than what would be the normal school of attendance of the child) to also arrange for transportation as is proper and necessary to transport children with disabilities.

Options available to school districts include:

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1. Paying a parent for transporting his or her child.
2. Operating vehicles for the purpose of transporting children with disabilities enrolled in Meridian School.

3. Contracting for transportation services for children with disabilities through ESU #13.
4. Purchasing services from a common carrier.

ESU #13 maintains vehicles and employs drivers to meet regulations specified in Rule 91: "Regulations governing Driver Qualifications and Operational Procedures for Student Transportation Vehicles" and will provide contracted transportation services to school districts as identified as a related service on the student's IEP.

Special transportation needs/equipment that is required to assist a student with a disability in riding a vehicle, as well as any personnel required to accompany the student while en route and attend to the student's needs, will be identified in the transportation plan on the IEP.

Bus routes and time schedules for morning pick-up and delivery will be established by the Meridian Lead Teacher. Needs of students and length of time on vehicles will be considered when establishing transportation routes. Transportation routes and time schedules are subject to change as unforeseen situations arise throughout the school year. We will attempt to keep bus schedules as consistent as possible. You will be informed about any bus route or time changes that affect your child.

Please notify the ESU #13 Special Education Secretary if you are planning to drive your child to or from school before 7:45 AM so bus routes can be altered accordingly.

It is also important that an adult responsible for supervision of your child be at your home, or designated site, at the time identified on the transportation form for pick-up in the morning or drop off after school. This will eliminate any transportation delays for other families and keep the bus driver on schedule. Your assistance in this matter is appreciated.

Any questions regarding transportation time schedules and/or bus routes must be addressed by calling the Meridian Administrator or Special Education Secretary at (308) 635-3696.

Your child's safe and timely transportation to and from school is our primary focus.

School Cancellation & Closing

The safety of students and staff is always the major consideration when any severe weather problem arises during the school hours. When we are in a tornado alert, we encourage parents/guardians to seek protective shelter until the crisis is past. The staff and students have been trained in the proper procedures in the event of disasters and it is our responsibility to do what is necessary to protect the lives of the students and staff while at school.

If the weather conditions are serious and a decision is made not to have school, ESU #13 will contact radio station KNEB and ask them to announce this decision. Please tune into KNEB 94.1 FM in the morning and/or reference the "Closings" sections of their website at www.kneb.com if the weather looks bad enough to force a cancellation.

If you transport your child and weather conditions in your area are such that you decide not to take your child to school, please notify the school by 9:00 AM. School districts that provide bus service for their district's students will follow their district school closings/cancellation decision.

If weather conditions are becoming hazardous, or may become hazardous during the school day, we will close school and bus the children to their drop sites early. Before bussing your child, we will contact you personally by phone, or, in the event you cannot be reached, the individual(s) identified on the "Student Enrollment Form". If you transport your child, you will be asked to come and pick him/her up.

School Visitation

We encourage parents and district personnel to visit our school at any time. We ask that you limit your visits to one hour. Please contact the Meridian Administrator to schedule your visit in order to ensure that students will not be out on a field trip or involved in a special project. We are always pleased and proud to entertain visitors. Your interest and involvement is important to all of our students and staff. If you would like to have lunch with your child on any day, please let us know before 9:30 AM so we can order lunch for you.

All visitors must report in at the front office upon entrance to the building to sign in and to receive a visitor's badge.

The following Board of Education policies apply to visitors at Meridian School(*ESU Board Policy - Article 6, Section 4.G.*)

The ESU #13 Board encourages parents and other district citizens to visit ESU #13 programs and classrooms at any time to observe the work of students, teachers and other employees. All visitors, which includes persons other than employees or students, must notify the Program Administrator or Program Director of their presence in the facility upon arrival and request authorization to visit elsewhere in the building.

Persons who wish to visit a classroom while ESU #13 are in session are asked to notify the Program Administrator or Program Director and obtain approval prior to the visit so appropriate arrangements can be made and so class disruption can be minimized. Teachers and other employees shall not take time from their duties to discuss matters with visitors.

Visitors shall conduct themselves in a manner fitting to their age level and maturity and with mutual respect and consideration for the rights of others while attending ESU #13 events. Visitors failing to conduct themselves accordingly may be asked to leave the premises. The Board, Administration and Directors will not tolerate any person or persons whose presence disturbs classes or ESU #13 activities or hinders the instructional process. Children who wish to visit ESU #13 must be accompanied by a parent or responsible adult.

It shall be the responsibility of employees to report inappropriate conduct. It shall be the responsibility of the Program Administrator and Program Directors to take the action necessary to cease the inappropriate conduct. If the Program Administrator or Program Director is not available, an ESU #13 employee shall act to cease the inappropriate conduct.

The Board discourages using ESU #13 as a site for parents without custody to visit their children. The onsite supervisor may deny the parent without custody the opportunity to deliver packages, gifts, messages, etc., to the child and/or to see the child during the program day without the approval of the custodial parent or legal guardian. In this paragraph, "without custody" means the parent lacks joint legal custody under Nebraska law.

ESU #13 may restrict the use of its buildings and grounds or restrict access to ESU #13 property by issuing no trespassing commands and/or stay away/ no trespassing letters when deemed necessary by the Program Administrator or Program Director when any individual or group:

- is determined to present a risk to the safety of others
- presents a disruption to the learning environment
- fails to follow proper check-in and identification procedures
- does not have a legitimate purpose to be present on ESU #13 grounds or activities

In the event a person prohibited by this or other board policies is on ESU #13 property or is attending an ESU #13 sponsored event, the Program Administrator or Program Director will tell the person he or she must leave and will notify the person they are not permitted back on ESU #13 property, except if their presence is required by the ESU #13. The Program Administrator or Program Director may contact the proper legal authorities if necessary to enforce this policy and may file a report or sign a complaint on behalf of ESU #13.

Communication with Staff

Day-to-Day Communication

It is imperative that there be open lines of communication between school staff and families. If you have questions or concerns that need to be answered, please send a written note to class or call (308) 635-3696. The best time to reach school staff is between the hours of 8:00 AM and 9:00 AM or 3:00 PM and 4:00 PM. Please call at any time during the day in the event of an emergency or urgent need. Teachers may also be reached via their ESU #13 email addresses, which are provided to families at the beginning of the school year. Providing a personal cell phone number for text messages or phone calls outside of school hours is at the discretion of the individual teacher.

It is important that parents/guardians communicate via a written method (e.g. email or written note) when a change occurs in a child's environment, physical status, or mental condition. For example, a doctor prescribing a new medication. This ensures that there is record of the change(s) or important information.

We employ a number of caring, dedicated paraprofessionals, who become very close to your child, and informal communication with these individuals is encouraged. Questions or concerns regarding your child's programming, status, or behavior should be directed to his/her teacher or the Meridian Administrator.

Individual Education Plan (IEP) Meetings

In addition to day-to-day communication, IEP conferences are held at least annually in accordance with 92 NAC 51-007. This is an opportunity set aside for parents/guardians to share information and ask questions. All attempts will be made to ensure all teachers and related service providers are in attendance or have provided written input regarding their area of expertise. Parents/guardians are encouraged to actively participate in these meetings.

Special Events

Parents and guardians are encouraged to attend Meridian School's community bell concerts and biannual performances at the school. Meridian School intends to host, schedule permitting, a family event at least once a semester to update families on school happenings, connect families with community agencies and supports, and provide a safe environment for networking.

Student Assessment & Evaluation

Multidisciplinary Team (MDT) Assessment

In accordance with 92 NAC 51-006.05, the eligibility for special education services of students attending the Meridian School shall be reevaluated every three years. The options for this include formal and informal assessment of a student or a review of existing evaluation data. The need for new evaluation information is at the discretion of the student's IEP team, which includes the parent/guardian. Parent/guardian permission will be obtained before a child is reassessed. Following MDT assessment, a team meeting - including the parent/guardian - will be scheduled to discuss the evaluation results.

Nebraska Student-Centered Assessment System (NSCAS) Testing

State law requires all students in grades 3-8 and 11 be assessed using the Nebraska Student-Centered Assessment System (NSCAS) in the areas of English Language Arts and Math. Additionally, students in grades 5, 8, and 11 are assessed in the area of Science. Many students who attend Meridian School take the NSCAS Alternate Assessment. A student's assessment plan is the decision of the IEP team. Students enrolled at Meridian School will take the NSCAS assessments at Meridian School unless otherwise agreed upon by the IEP team.

Media & Publicity

Parent permission must be provided on the "Media/Publicity Form" (located at the end of this handbook) in order for a child to be photographed, filmed, or videotaped for use by ESU #13.

Student Health

Wellness Policy-Students

(ESU Board Policy - Article 6, Section 5.G.)

A mission of Educational Service Unit #13 is to provide curriculum, instruction, and experiences in a health-promoting program environment to instill habits of lifelong learning and health. Therefore, the Board adopts the following ESU #13 Wellness Policy.

ESU #13 Wellness Committee

Committee Role and Membership: ESU #13 will convene a representative ESU #13 Wellness Committee or work within an existing program health committee that meets at least four times per year to establish goals for and oversee ESU #13 program health and nutrition and safety policies and programs, including development, implementation and periodic review and update of this ESU #13 wellness policy.

The ESU #13 Wellness Committee membership will represent all program levels and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the ESU #13 nutrition program; ESU #13 staff members which may include: school staff, health professionals, mental health, and social services staff. When possible, membership will also include Supplemental Nutrition Assistance Program Education coordinators. To the extent possible, the ESU #13 Wellness Committee will include representatives from each department and reflect the diversity of the community.

A subcommittee will be established to specifically advise the ESU #13 schools' program wellness policies. The subcommittee will represent all student program levels and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the ESU #13 nutrition program; ESU #13 staff members which may include: school staff, health professionals, mental health, and social services staff. When possible, membership will also include Supplemental Nutrition Assistance Program Education coordinators.

Leadership: The Administrator or Administrator's designee will convene the ESU #13 Wellness Committee and facilitate development of and updates to the Wellness Policy, and will ensure ESU #13's compliance with the policy.

ESU #13 will designate a program wellness policy coordinator, who will ensure compliance with the policy.

Wellness Policy Implementation, Monitoring, Accountability and Community Engagement Implementation Plan: ESU #13 will develop and maintain a plan for implementation to manage and coordinate the execution of this Wellness Policy. The plan delineates roles, responsibilities, actions and timelines specific to each program; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the ESU #13 campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other ESU #13 based activities that promote student wellness. It is recommended that the ESU #13 use the Healthy Schools Program online tools to complete a school-level assessment based on the Centers for Disease Control and Prevention's School Health Index, create an action plan that fosters implementation and generate an annual progress report.

This wellness policy and the progress reports can be found at ESU #13's website.

Recordkeeping: ESU #13 will retain records to document compliance with the requirements of the Wellness Policy at the Administrator's office and/or on ESU #13's computer network. Documentation maintained in this location will include but will not be limited to:

- the written Wellness Policy;
- documentation demonstrating that the policy has been made available to the public;
- documentation of efforts to review and update the ESU #13's Wellness Policy; including an indication of who is involved in the update and methods ESU #13 uses to make stakeholders aware of their ability to participate on the ESU #13 Wellness Committee;
- documentation to demonstrate compliance with the annual public notification requirements;
- the most recent assessment on the implementation of the ESU #13 Wellness Policy;
- documentation demonstrating the most recent assessment on the implementation of the ESU #13 Wellness Policy has been made available to the public.

Annual Notification of Policy: ESU #13 will actively inform families and the public each year of basic information about this policy, including its content and any updates to the policy and implementation status. ESU #13 will make this information available via ESU #13's website. This will include a summary of ESU #13's events or activities related to the Wellness Policy implementation. Annually, ESU #13 will also publicize the name and contact information of ESU #13 officials leading and coordinating the committee, as well as information on how the public can get involved with the ESU #13 wellness committee.

Triennial Progress Assessments: At least once every three years, ESU #13 will evaluate compliance with the Wellness Policy to assess the implementation of the policy and include:

- the extent to which ESU #13's programs are in compliance with the Wellness Policy;
- the extent to which ESU #13's Wellness Policy compares to the Alliance for a Healthier Generation's model wellness policy; and
- a description of the progress made in attaining the goals of ESU #13's Wellness Policy.

The position/person responsible for managing the triennial assessment and contact information is the Administrator or Administrator's designee.

The ESU #13 Wellness Committee, in collaboration with individual programs, will monitor ESU #13's compliance with this Wellness Policy.

ESU #13 will notify households/families of the availability of the triennial progress report.

Revisions and Updating the Policy: The ESU #13 Wellness Committee will update or modify the Wellness Policy based on the results of the annual School Health Index and triennial assessments and/or as ESU #13's priorities change; community needs change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. The Wellness Policy will be assessed and updated as indicated at least every three years, following the triennial assessment.

Community Involvement, Outreach and Communications: ESU #13 will actively communicate ways in which representatives of ESU #13 Wellness Committee and others can participate in the development, implementation and periodic review and update of the Wellness Policy through a variety of means appropriate for that program. ESU #13 will also inform parents of the improvements that have been made to ESU #13 meals and compliance with ESU #13 meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. ESU #13 will use electronic mechanisms, such as email or displaying notices on ESU #13's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the Wellness Policy, as well as how to get involved and support the policy. ESU #13 will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that ESU #13 and school districts are communicating important program information with parents.

ESU #13 will notify the public about the content of or any updates to the Wellness Policy annually, at a minimum. ESU #13 will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

Nutrition

ESU #13 Meals: All programs within ESU #13 that participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and any additional Federal child nutrition programs will meet the nutrition requirements of such programs

Staff Qualifications and Professional Development: All ESU #13 nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA professional standards for child nutrition professionals. These ESU #13 nutrition personnel will refer to USDA's Professional Standards for School Nutrition Standards website to search for training that meets their learning needs.

Water: To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the program day and throughout every ESU #13 campus ("ESU #13 campus" and "program day" are defined in the glossary). ESU #13 will make drinking water available where ESU #13 meals are served during mealtimes.

Competitive Foods and Beverages: The foods and beverages sold and served outside of the ESU #13 meal programs (e.g., “competitive” foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum.

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable ESU #13 meal programs that are sold to students on the ESU #13 campus during the program day, will meet or exceed the USDA Smart Snacks nutrition standards or, if the state policy is stronger, will meet or exceed state nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, ESU #13 stores and snack or food carts.

Celebrations and Rewards: ESU #13 will encourage staff to ensure that foods offered on the ESU #13 campus will meet or exceed the USDA Smart Snacks in School nutrition standards or, if the state policy is stronger, will meet or exceed state nutrition standards, including through:

- Celebrations and parties. ESU #13 will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
- Classroom snacks brought by parents. ESU #13 will provide or make available to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
- Rewards and incentives. ESU #13 will provide teachers and other relevant ESU #13 staff a list of alternative ways to reward children or other comparable resources. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Fundraising: Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the ESU #13 campus during the program day.

Nutrition Promotion: Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in ESU #13 meal programs. Students and staff will receive consistent nutrition messages throughout ESU #13, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by ESU #13 staff, teachers, parents, students and the community.

Nutrition Education: ESU #13 will teach, model, encourage and support healthy eating by all students. ESU #13 will provide nutrition education and engage in nutrition promotion that:

- is designed to provide students with the knowledge and skills necessary to promote and protect their health; and
- includes enjoyable, developmentally-appropriate, culturally-relevant and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and ESU #13 gardens.

Food and Beverage Marketing in Schools: Any foods and beverages marketed or promoted to students on the ESU #13 campus during the program day will meet or exceed the USDA Smart Snacks in School nutrition standards or, if stronger, state nutrition standards, such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

Food and beverage marketing is defined as advertising and other promotions at ESU #13. This term includes, but is not limited to the following:

- brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container;
- displays, such as on vending machine exteriors;
- corporate brand, logo, name or trademark on ESU #13 equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, ESU #13 will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that it is financially possible over time so that items are in compliance with the marketing policy.);
- corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by ESU #13;
- advertisements in ESU #13 publications or ESU #13 mailings;
- free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

As ESU #13/program nutrition services/Athletics Department/PTA/PTO reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by ESU #13 Wellness Policy.

Physical Activity

Children and adolescents should participate in physical activity every day. To the extent practicable, ESU #13 will ensure that its grounds and facilities are safe and that equipment is available to students to be active. ESU #13 will conduct necessary inspections and repairs.

Classroom Physical Activity Breaks (Elementary and Secondary): Students will be offered periodic opportunities to be active or to stretch throughout the day on all or most days during a typical program week. ESU #13 recommends teachers provide short (3-5-minute) physical activity breaks to students during and between classroom times at least three days per week.

ESU #13 will provide resources and links to resources, tools, and technology with ideas for classroom physical activity breaks. Resources and ideas are available through the USDA and the Alliance for a Healthier Generation.

Other Activities that Promote Student Wellness

ESU #13 will integrate wellness activities across the entire ESU #13 setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. ESU #13 will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy program environments will be coordinated with and complementary of the Wellness Policy, including but not limited to ensuring the involvement of the ESU #13 Wellness Committee.

Community Partnerships: ESU #13 will develop, enhance, or continue relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Wellness Policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the Wellness Policy and its goals.

Staff Wellness and Health Promotion: The ESU #13 Wellness Committee will have a staff wellness subcommittee that focuses on staff wellness issues, identifies and disseminates wellness resources and performs other functions that support staff wellness in coordination with human resources staff.

Programs in ESU #13 will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. ESU #13 promotes staff member participation in health promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost.

Professional Learning: When feasible, ESU #13 will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and ESU #13 (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help ESU #13 staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing ESU #13 reform or academic improvement plans/efforts.

Lunch Program

Free and Reduced Meal Program

Applications can be completed to apply for free or reduced price meals based on Federal income guidelines. A new application must be completed each school year. An application can be obtained from and turned into the student's home school district. The Special Education Administrative Assistant will contact each district to check the status of a student's application and enroll the student in the Free and Reduced Lunch Program as applicable. All information provided on the Free and Reduced application will be kept confidential.

Student Accounts

A final lunch count will be taken and meals ordered from Scottsbluff Food Service by the front office secretary at 9:30 A.M.

Meal Prices

- For the 2025–2026 school year, the cost of student lunches is included in the overall program tuition. Families will not be billed for school lunches during this academic year.
- Adult Lunch \$4.80

Special Diets

Students requiring special diets will need to fill out paperwork through the school nurse.

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, audiotope, 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:

(1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov

This institution is an equal opportunity provider.

Compliance with Nebraska Health Requirements

Nebraska State Law 79-214 (updated 20#13) requires a physical examination by a physician, a physician assistant, or an advanced practice registered nurse, practicing under and in accordance with his or her respective certification act, within six months prior to the entrance of a child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade of the local school. This law also requires a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist within six months prior to the entrance of a child into the beginner grade or, in the case of a transfer from out of state, to any other grade of the local school.

State Law also requires (79-217, updated 2009) that all students, preschool through 12th grade be immunized for measles, mumps, rubella, poliomyelitis, diphtheria, pertussis, and tetanus by immunization prior to enrollment. Every student entering 7th grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products. Records of the dates of the immunizations are required before enrollment. Students are also required to provide a record of either the Varicella (Chicken Pox) vaccine or healthcare provider documentation of having Chicken Pox. In Nebraska, children can't attend classes in public or private school until the school has written proof of their immunizations status.

Exemptions with Immunizations

While there are exemptions to the immunization requirements, parents need to be aware that unvaccinated children are not the only ones at risk for contracting disease. When parents choose not to immunize, their decision affects every other child in the school as well as their own child. Many immunizations require multiple doses before a child

builds up full immunity, and some children are not able to be vaccinated. These vulnerable children depend upon “herd immunity” for protection. Exemptions to the vaccination requirement include:

1. A statement signed by a physician that the required immunization would be injurious to the student or members of the student's family or household. This form can be found at the Nebraska Department of Health & Human Services website:
<http://dhhs.ne.gov/Immunization/MedicalExemptionFromVaccinationRequiredForSchoolAttendance.pdf>
2. An affidavit signed by a legally authorized representative stating that the immunization conflicts with the tenets and practices of a recognized religious denomination of which the student is a member. This form can be found at the Nebraska Department of Health & Human Services website:
<http://dhhs.ne.gov/Immunization/Religious-Affidavit.pdf>

Provisional Enrollment

Some immunizations call for multiple doses of vaccine. For students who have not completed all doses required, state statute allows them to be provisionally enrolled in school if they have received at least one dose of each of the required vaccines prior to enrollment and continue to get the remaining shots as rapidly as is medically feasible.

This means that school staff will need to track progress toward the completion of the required immunizations. Vaccine series do not need to be restarted if the child has a documented immunization record, even if it has been a long time since the last dose, just have the child finish the series. Please note that the health office will be keeping track.

If there are any questions feel free to either contact the school nurse or the Nebraska Department of Health and Human Services at (402) 471-6423

Please Note: Students with exemptions on file may need to be excluded from school if there is an outbreak of a vaccine-preventable disease.

Communication of Medical & Health Information

ESU #13 employs a full-time school nurse to monitor the health status of both students and staff. Please inform the school nurse if your child has a health history, such as Seizure disorders, Asthma, severe allergy reaction to foods, medications, or environmental factors such as bee stings, and hearing or sight problems and of any special medication your child might require. This information is included in the “Medical/Health Information Form”.

Many of our children have special dietary needs such as gluten-free meals, diabetic lunches and pureed meals. The school lunch office needs a new written order each school year in order to provide these special diets. If your child needs a special diet for school lunch, please get a written order from your healthcare provider before school begins.

During inclement weather, playground times are reduced or eliminated. Otherwise, students are expected to go to the playground during recess. If your child needs special arrangements for health reasons (greater than 3 days), please send a note to the child's teacher. If this is to cover an extended period of time, a doctor's permit will be required.

The school nurse can be contacted at any time if you have concerns about your child's health and wellness at (308) 635-3696.

Medication

Medications should be given at home if at all possible. All non-prescription medication must have a medication administration form completed and signed by the parent/guardian. The following Board of Education policies apply to the dispensing of medication at Meridian School (*ESU Board Policy - Article 6, Section 5.A.; Section 5.B.*)

Prohibition on Mandatory Medication

A student shall not be required to obtain a prescription for a controlled substance as a condition for receiving ESU #13 educational services, an evaluation or special education services.

Dispensing Medications

The administration of medication to students is to be limited to medications that must be taken while students are participating in ESU #13 programs or otherwise under the control and jurisdiction of the ESU #13.

All medications administered by ESU #13 personnel shall be administered in accordance with the Medication Aide Act.

Authorizations for Prescription Medications: Prescription medications may be administered when the following are on file with ESU #13:

- **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.
- **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.)
- **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.

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 Administrator's designee and the medication is in its original packaging.

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

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.

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.

Receipt and Disposal of Medications: Medication shall be delivered to ESU #13 personnel and picked up by the caretaker. When medication is received, the amount received should be documented. Medication which is either past the expiration date or not claimed by the parent a reasonable time following the student's departure from the ESU #13 program shall be destroyed. Procedures for destroying medication shall include witness and documentation.

Administration of Medication by ESU #13 Personnel:

Administration of medication includes, but is not limited to:

- 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);
- recording medication provision; and
- observing, monitoring, reporting, and otherwise taking appropriate actions regarding desired affects, side effects, interactions, and contraindications associated with the medication.

Administration of medication shall only be done by the following:

- **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."
- **Medication Competent Staff.** This means a staff member of ESU #13 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 #13 Personnel:

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:

- 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;
- inhalation, which includes inhalers, and nebulizers. Oxygen may be given by inhalation;
- topical application of sprays, creams, ointments, and lotions and transdermal patches; and
- instillation by drops, ointments, and sprays into the eyes, ears, and nose.

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:

- 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.
- Directions for additional routes must be for recipient specific procedures and must be in writing.
- Directions for PRN medication must be in writing and include parameters for provision of PRN medication.
- Directions for observing and reporting for monitoring medication must be in writing and include the parameters for the observation and reporting.
- ESU #13 personnel administering the medication shall comply with the written directions.

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.

Refusal to Administer Medication: ESU #13 may refuse to give a medication if after a reasonable and prudent research by ESU #13 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 #13 personnel refuse to carry out a request to administer medication, the Administrator or Administrator's 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.

Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions

(ESU Board Policy - Article 6, Section 5.C.)

It is the policy of ESU #13 to follow the Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Emergency Protocol) and related policies of the school in which ESU #13 provides services in the school ESU #13 facilities.

Each employee who is or will be providing services to students in an accredited school, an approved school, or to children in an approved early childhood program, is to be provided with the following:

- information about the existence of the Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Emergency Protocol) established by the Nebraska Department of Education and adopted by ESU #13;
- access to a copy of the Emergency Protocol form and either a copy of the school's signed Emergency Protocol or directions to obtain such from the school administrator;
- information about the availability of a school nurse and, if one is not available, who at the school site where services are being provided is a designated trained nonmedical staff member for purposes of implementing the Emergency Protocol;
- information about the whereabouts within the school building where the employee is providing services of the equipment and medication necessary to implement the Emergency Protocol in the case of any student or

school staff emergency, including the location of an IM EpiPen-Jr. or adult EpiPen, or the school official who is to be contacted to obtain such information;

- appropriate direction and instruction so that an employee who may be involved in an Emergency Protocol response provides appropriate and accurate information to the appropriate school official, in order that the school may maintain records of administration of medication by school staff as required;
- inform and provide the employee of any written request from a parent or guardian of a minor student served by the employee, directing that such minor student not receive emergency treatment under the protocol.

Emergency Medical Aid

(ESU Board Policy - Article 6, Section 5.E.)

When a student is receiving services in a program under the control or supervision of ESU #13, ESU #13 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 #13 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.

Illness & Return-to-School

The Nebraska Department of Health & Human Services recommends that public/private schools follow these practices, in order to keep illnesses from spreading throughout the schools. Please:

1. Keep your child home if they are ill. This will help eliminate the spread of diseases/infections to other students and staff.
2. If your child has a temperature of 100 degrees or higher, please keep them home until the fever has been gone without fever-reducing medication for 24 hours.
3. If your child has vomited or has diarrhea, please do not send them to school until 24 hours has passed since the last occurrence. Children who show any of these symptoms at school, parents will be called and asked to pick up their child immediately.

Children returning to school after having any illness that has required the child to miss 5 consecutive days of school must have a permit signed by a physician to re-enter school. Absences of any length that is due to any contagious or infectious disease such as Impetigo, Ringworm, Rash, Mononucleosis, Chicken pox, etc, will require a doctor's permit to return to school. Parents will be called to pick up a child returning without a doctor's permit. This is necessary to protect other students from being exposed. If you have any questions regarding if your child will need a note from a doctor before returning to school please contact the school nurse.

Buildings and Property

Security

(ESU Board Policy - Article 6, Section 8.C.)

The Board of ESU #13 encourages cooperation with the local law enforcement and the fire authorities and insurance company personnel in planning and carrying out proper security measures to preserve and protect ESU #13's investment in its physical plant. Buildings constitute one of the greatest capital investments of ESU #13 and should be protected. Security includes minimizing fire or other safety hazards, reducing the probability of faulty equipment, and keeping records and funds in a safe place. Security also includes having available floor plans of buildings and site plans showing the boundaries and access points.

A key control system shall be established and maintained limiting building access to ESU #13 personnel thus safeguarding against potential entry by unauthorized persons.

Protective devices designed as safeguards against illegal entry and vandalism shall be installed where appropriate. A security guard may be employed when special events or activities are scheduled, or in situations involving special risks.

The Program Administrator or Program Director is directed to establish regulations as may be needed to provide for security of building and grounds.

Incidents of illegal entry, theft of school property, vandalism or damage to ESU #13 property from any cause shall be reported by phone to the office of the Program Administrator or Program Director and to the appropriate law enforcement agency as soon as discovered. A timely written report of the incident shall be forwarded to the Program Administrator or Program Director.

ESU #13 will share the levels of protection with local fire departments, law enforcement and 911 communications to include location of the Knox Box and other safeguards and contact information for after-hour emergencies on ESU #13 properties.

Access to Buildings

(ESU Board Policy - Article 6, Section 8.D.)

Security for ESU #13 buildings and grounds (at all times) contributes to the well-being and safety of its students and staff as well as to that of the sites themselves.

The Program Administrator or Program Director will control access to the ESU #13 buildings and other facilities as appropriate and necessary to protect property, students and personnel.

Card access to buildings is determined and controlled through the issuances of key cards. Hours shall be determined and enforced by the Program Administrator or the Program Director.

The Program Administrator or Program Director will control access to the ESU #13 buildings and will provide safeguards against unauthorized access to these buildings. Each Program Administrator or Program Director, with the ESU #13 Administrator's approval, will develop regulations designed to control the use of the building keys and to ensure that buildings are adequately closed and locked when no authorized personnel are present. Staff or students who fail to obey such regulations may be disciplined, suspended or dismissed.

During regular school hours, flow of traffic into and out of buildings shall be closely monitored and limited to certain doors. Visitors shall be required to check in to show proper identification and reason for being at the school and shall wear name tags identifying them as visitors. This will not apply when parents/guardians have been invited to a classroom or assembly program.

Access to school buildings outside of regular school hours shall be limited to personnel whose work requires it and to sponsors of approved student activities.

Service Animals

(ESU Board Policy - Article 6, Section 8.E.)

Individuals with disabilities, including but not limited to students, may use a service animal on ESU #13 property subject to the conditions in this policy.

Definition

A service animal is any dog that is 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. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals.

The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to:

- assisting individuals who are blind or have low vision with navigation and other tasks;
- alerting individuals who are deaf or hard of hearing to the presence of people or sounds;
- providing non-violent protection or rescue work;
- pulling a wheelchair;
- assisting an individual during a seizure;
- alerting individuals to the presence of allergens;
- retrieving items such as medicine or the telephone;
- providing physical support and assistance with balance and stability to individuals with mobility disabilities;
- helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under the definition of a service animal.

When and Where a Service Animal is Allowed Access

Individuals with disabilities can bring their service animals in to all areas of ESU #13 where members of the public, program participants, clients, customers, patrons, or invitees are allowed. A service animal can be excluded from a facility if its presence interferes with legitimate safety requirements of the facility.

ESU #13 will ask an individual with a disability to remove a service animal if the animal is not housebroken or is out of control and the individual is not able to control it. A service animal must have a harness, leash or other tether, unless the handler is unable to use a tether because of a disability or the use of a tether would interfere with the service animal's ability to safely perform its work or tasks. In these cases, the service animal must be under the handler's control through voice commands, hand signals, or other effective means. If a service animal is excluded, the individual with a disability must still be offered the opportunity to obtain goods, services, and accommodations without having the service animal on the premises.

Asking Questions

To determine if an animal is a service animal, ESU #13 may ask two questions:

1. Is this animal required because of a disability?
2. What work or task has this animal been trained to perform?

These questions may not be asked if the need for the service animal is obvious (e.g., the dog is guiding an individual who is blind or is pulling a person's wheelchair). ESU #13 may not ask about the nature or extent of an individual's disability or require documentation, such as proof that the animal has been certified, trained or licensed as a service animal, or require the animal to wear an identifying vest.

Service Animals Other Than Dogs

ESU #13 can consider whether the facility can accommodate service animals other than dogs, and will review requests on an individual basis. The animal must have been individually trained to do work or perform tasks for the benefit of the individual with a disability. The rules that apply to service dogs also apply to other animals.

Other Provisions

- ESU #13 is not responsible for the care and supervision of a service animal.
- ESU #13 cannot ask nor require an individual with a disability to pay a surcharge or deposit, even if people accompanied by pets are required to pay such fees.

- If ESU #13 normally charges individuals for the damage they cause, an individual with a disability may be charged for damage caused by his or her service animal.

Video Surveillance Policy

(ESU Board Policy - Article 6, Section 8.F.)

Purpose

The ESU #13 Board authorizes the use of video cameras and other passive electronic measures (such as motion detectors) for the purposes of ensuring the health, welfare and safety of staff, students and visitors, safeguarding ESU #13 facilities and equipment, and maintaining student discipline and an appropriate educational and work environment.

Placement

Video cameras and similar devices are authorized to be used in Unit facilities, Unit vehicles, and other places within the control of ESU #13. The locations in which the devices will be placed and the times the devices will be in use are to be determined by the Program Administrator, Program Director, or the ESU #13 Administrator or designee consistent with the purposes set forth in the Policy. The devices shall not be placed or operational in locations in which individuals have a high expectation of privacy, such as restrooms.

Notice

Notice of the fact that video surveillance cameras are being utilized shall be given through appropriate mechanisms, such as by posting signs in the building entry and other locations and by including a notice in the student-parent and employee handbooks.

Viewing Monitors and Video Recordings

Monitors used to view video recordings are to be located and positioned such that only authorized personnel are able to see the images on the monitors. Only authorized personnel shall be allowed to view recorded video. Authorized personnel for these purposes are the Program Administrator, Program Director, the ESU #13 Administrator or designee, and the ESU #13 Technology Department personnel responsible for the technical operations of the system (for technical purposes only). In some limited circumstances, the Program Administrator, Program Director, or the ESU #13 Administrator or designee may authorize supervised viewing of surveillance cameras and recorded video by other designated staff members.

The Program Administrator, Program Director, and the ESU #13 Administrator or designee may allow law enforcement officers to view monitors and recorded video when such is consistent with school security and discipline and consistent with law.

Students shall not be permitted to view the monitors. Students shall not be permitted to view recorded video except where the individual student is the focus of the recorded video.

Use of Video Recordings

Video records may be used as a basis for student or employee disciplinary action and for making reports to law enforcement. 6. Video Recordings as Education Records Video recordings which are considered to be "education records" within the scope of the Family Educational Rights and Privacy Act (FERPA) shall be maintained in accordance with FERPA and other applicable laws. A video recording may be considered an education record when a specific student is the focus of the video recording.

For example, if the video recording shows a student violating a school rule, the video recording is an education record of that student. It may be viewed on request by that student's parent (or the student if age 18 or older). The video recording may not be viewed by, nor will a copy be given to, others without the parent's written consent unless a FERPA exception exists.

In the event more than one student is a focal point of the video recording, it may be an education record of each such student. This would be the case, for example, if two students are recorded fighting. In that event, the school would allow both sets of parents an opportunity on request to view the video, but will not give a copy of the video to either set of parents without the written consent of the other student's parent.

Maintaining Video Recordings

Video recordings shall be retained for 30 days or until determined that no incident has occurred. If an incident has been recorded, the recording will be transferred and retained concurrently with the incident file. Video recordings that

contain personal information shall be securely stored in the ESU #13 network data center and, when such recordings are no longer needed or required to be maintained, shall be properly disposed of or erased.

Maintaining the Integrity of the Video Surveillance System

The ESU #13 Technology Department shall be responsible for checking the video surveillance system on a weekly basis to ensure it is operating properly. Students or staff who vandalize, damage, disable, or render inoperable surveillance cameras or equipment, or use the video surveillance system in a manner that is not consistent with the purposes set forth in this Policy, shall be subject to appropriate disciplinary action (up to and including expulsion for a student and termination for a staff member) and referral to appropriate law enforcement authorities.

Asbestos

ESU #13 has completed and has on file at the Administration Office, each building's Asbestos Management Plan. This plan contains the results of all building inspections and response action necessary to either abate or encapsulate any asbestos-containing material. Each building plan is available for public inspection in the Administrator's office at the Scottsbluff Office (4215 Ave I, Scottsbluff, Nebraska) and at the Sidney location (361 College Drive, Sidney, Nebraska).

Student Conduct & Discipline

Dress Code

For the continued maintenance of a positive and safe learning environment, the following rules relative to youth dress and apparel, possessions, and behaviors apply to all students on school grounds and/or at school activities. This list is not inclusive. The administration reserves the right to exclude any articles of clothing that distract from the learning environment.

- Clothing that carries derogatory, obscene, suggestive statements or connotations, or endorses/promotes any illegal activity, or promotes/advertises tobacco, alcohol, or drugs is prohibited.
- Clothing that is distracting from the learning environment shall not be allowed. (Examples: not wearing shoes, mesh shirts without undergarments, half shirts, tank tops, hats and caps in the building, coats or jackets worn during class, short shorts, biking/tight shorts, etc.)

It is the intent of the school that it be free from threats or harmful influence or any groups, which advocate drugs or disruptive behavior. The presence of any apparel, jewelry, accessory, notebook, or manner of grooming, - which by the nature of its color, arrangement, trademark, or any other attribute – denotes membership in such groups, will not be permitted. Such group-related clothing may vary and may change from year to year; therefore, it is the responsibility of the administration to determine appropriateness of clothing and accessories

Searches, Seizures, and Arrests

(ESU Board Policy - Article 6, Section 4.B.)

ESU #13 property is held in public trust by the Board. ESU #13 authorities may, without a search warrant, search students, protected student areas, or vehicles driven by students parked on ESU #13 property based on a reasonable and definable suspicion that an ESU #13 policy, rule, regulation or law has been violated.

The search shall be in a manner reasonable in scope to maintain order and discipline in the schools, promote the educational environment, and protect the safety and welfare of students, employees and visitors to the ESU #13 facilities. The furnishing of a locker, desk or other facility or space owned by ESU #13 and provided as a courtesy to a student, even if the student provides the lock for it, shall not create a protected student area and shall not give rise to an expectation of privacy with respect to the locker, desk or other facility.

ESU #13 authorities may seize any illegal, unauthorized or contraband materials discovered in the search. Items of contraband may include, but are not limited to, nonprescription controlled substances, marijuana, cocaine, amphetamines, barbiturates, apparatus used for controlled substances, alcoholic beverages, tobacco, weapons, explosives, poisons and stolen property. Such items are not to be possessed by a student while they are on ESU #13 property or on property within the jurisdiction of ESU #13; while on ESU #13 owned and/or operated transportation; while attending or engaged in ESU #13 activities; and while away from ESU #13 grounds if misconduct will directly affect the good order, efficient management and welfare of ESU #13.

Possession of such items will be grounds for disciplinary action including suspension or expulsion and may be reported to local law enforcement officials. The Board believes that illegal, unauthorized or contraband materials may cause materials and substantial disruption to the school environment or presents a threat to the health and safety of students, employees, or visitors on the ESU #13 premises or property within the jurisdiction of ESU #13.

The Program Administrator or Program Directors may release a minor student into the custody of a law enforcement officer upon presentation of a court order or warrant for the student's arrest, or to remove a student from the ESU #13 premises if the officer or Program Administrator or Program Director have reason to believe that the student has violated the law.

The Program Administrator, Program Director, or designee will immediately attempt to notify the parent/guardian or responsible relative of the student's removal from the ESU #13 premises and the place to which the student is reportedly taken, except in cases of child abuse.

The appropriate Program Administrator or Program Director 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.

Anti-Bullying

(ESU Board Policy - Article 6, Section 4.C.)

One of the missions of ESU #13 is 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 Program Administrator, Program Director, 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 ESU #13.

Dating Violence Prevention

(ESU Board Policy - Article 6, Section 4.D.)

ESU #13 is to provide a physically safe and emotionally secure environment for all students and staff. Positive behaviors are encouraged in the educational program and are required of all students and staff. Inappropriate behaviors, including but not limited to dating violence will not be tolerated and must be avoided by all students and staff.

Pursuant to Section 79-2, 140, the Legislature has defined (a) "dating violence" to mean a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner; and (b) "dating partner" to mean any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious, or long-term.

Strategies and practices are implemented to reinforce positive behaviors and to discourage and protect others from inappropriate behaviors. Dating violence training, as defined by Section 79- 2, 141(4), shall be provided to staff deemed appropriate by the administration. The Administrator, Director, or designee will be responsible for reviewing the ESU's Student Code of Conduct to ensure that this policy is reflected therein.

Weapons

(ESU Board Policy - Article 6, Section 4.E.)

The Board of ESU #13 believes weapons and other dangerous objects and look-a-likes in ESU #13 facilities can cause material and substantial disruption to the ESU #13 environment or present a threat to the health and safety of students, employees and visitors on ESU #13 premises or property within the jurisdiction of the ESU #13.

Weapons and other dangerous objects and look-a-likes shall be taken from students and others who bring them onto the ESU #13 property or onto property within the jurisdiction of ESU #13 or from students who are within the control of the ESU #13. For purposes of this policy, the term "dangerous object" includes any personal safety or security device (such as tasers, mace and pepper spray). This prohibition includes persons with a permit to carry a concealed handgun. Possession of a weapon includes, without limitation, a weapon in a person's personal possession or control, including a weapon in a desk, locker, backpack or purse. A person who is uncertain as to what constitutes a "dangerous object" under this policy is strongly encouraged to contact the Program Administrator or the Program Director in advance of such person bringing the item onto ESU #13 property. Any person found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

Parents of students found to possess weapons or dangerous objects or look-a-likes on ESU #13 property shall be notified of the incident. Confiscation of weapons or dangerous objects shall be reported to the law enforcement officials, and students will be subject to disciplinary action including suspension or expulsion.

Students bringing firearms to ESU #13 or knowingly possessing firearms at the ESU #13 may be expelled for a period of not less than one year. Students bringing to ESU #13 or possessing dangerous weapons, including firearms, will be referred to law enforcement authorities. The Program Administrator or Program Director shall have the authority to recommend this expulsion requirement be modified for students on a case-by-case basis.

Weapons under the control of law enforcement officials shall be exempt from this policy. Firearms also may be possessed by a person for the purpose of using them, with the approval of ESU #13, in a historical reenactment, in a hunter education program, or as part of an honor guard. The Program Administrator or Program Director may allow authorized persons to display weapons or other dangerous objects or look-a-likes for educational purposes. Such a display shall also be exempt from this policy.

Tobacco, Alcohol, and Drugs

Meridian School is committed to providing a safe and healthy learning environment for staff and students. The school prohibits the distribution, dispensing, manufacture, possession, use, consumption, or being under the influence of beer, wine, alcohol, tobacco, other controlled substances, or “look alike” substances while on school property; while on school owned and/or operated transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management, and welfare of the school district.

The term “under the influence” for school purposes has a less strict meaning than it does under criminal law. For school purposes, this term means any level of impairment and includes even the odor of alcohol or drugs on the breath of a student. It includes being impaired by reason of the abuse of any material used as a stimulant. In addition, “possession” or alcohol or drugs will be considered to have occurred for purposes of school rules if the student is in such proximity to alcohol or drugs or to others who are consuming alcohol or drugs.

Violation of this policy by students will result in disciplinary action including suspension or expulsion. Use, purchase, or being in possession of cigarettes, tobacco, or tobacco products for those under the age of eighteen may be reported to local law enforcement authorities. Possession, use or being under the influence of beer, wine, alcohol, and/or of a controlled substance may also be reported to the local law enforcement authorities.

The use of possession of tobacco and alternative nicotine/vapor products or herbal chew in the building, on the campus, or at a school related activity is not permitted. Any student found guilty of using or in possession of tobacco products on school property will face disciplinary consequences and may be referred to law enforcement.

Internet/E-mail Acceptable Use – Student

The following are guidelines for acceptable use of the internet/e-mail:

1. The intent of the legislature is to provide educators and students with access on the internet/e-mail for professional growth opportunities, research and other educationally related experiences. ESU #13 recognizes some personal use of the internet/e-mail is appropriate, being mindful of excessive personal use limits access availability for others.
2. Transmission or reception of any material which is in violation of any federal or state regulation is prohibited. This includes, but is not limited to the following copyrighted material; threatening, harassing, pornographic, or obscene material; or materials protected by trade secrets.
3. Commercial activities, product advertising, and political lobbying are prohibited. Excessive personal use during the school day will be considered misuse.
4. Users of internet/e-mail are expected to abide by established rules of network etiquette including, but not limited to the following:
 - a. Politeness is a must at all times. Abusive messages, hate mail, harassment, discriminatory remarks, and other antisocial behaviors are prohibited.
 - b. Profanity, vulgarities, or any other inappropriate language is prohibited.
 - c. Personal phone numbers and home addresses are not to be divulged.
 - d. Network storage areas will be regarded as school property. Files and communications may be reviewed by ESU #13 personnel. Electronic mail is not guaranteed to be private.
 - e. “Chain letters” are considered to be a misuse of the system.

- f. Talk, write, and chat commands may be intrusive and should only be used after receiving permission from the other party. Personal information should not be given.
 - g. Classroom use will take precedence over individual use.
- 5. Users must respect the integrity of the system at all times. Students and staff should not intentionally develop or activate programs that harass other users, infiltrate a computer system, or alter the software components of a computer or computer system. These include, but not are limited to: viruses, forgoing e-mail, hacking, and attempting to use administrative commands.
- 6. Do not vandalize or destroy the data or hardware on any other system.
- 7. Security of any computer system is essential. Access to internet/e-mail is intended for exclusive use by authorized individuals. Any problems which arise from the use of an account are the responsibility of the account holder. Misuse may result in the suspension of the account privileges. This may include, but is not limited to the following:
 - a. Trespassing in another's work file.
 - b. Giving out your password or the password of others.
 - c. Attempting to log in to another individual's account.
 - d. Failure to notify the supervising staff members of a security problem.
- 8. Technology- Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users.
 - a. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
 - b. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
 - c. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 - d. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
 - e. Users shall not copy, change, or transfer any software without permission from the network administrators.
 - f. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is called a bug, virus, worm, Trojan horse, or similar name.
 - g. Users shall not engage in any form of vandalism of the technology resources.
 - h. Users shall follow the generally accepted rules of the network etiquette.

The ESU #13 Administrator or designee may further define such rules.

Student Welfare

Abuse & Neglect

(ESU Board Policy - Article 6, Section 3.A.)

Everyone has a responsibility to report abuse or neglect. In Nebraska, everyone is a mandatory reporter. This means physicians, medical institutions, nurses, school employees, social workers or any other person who has reasonable cause to believe that a child or vulnerable adult has been subjected to abuse or neglect, or observes such child or vulnerable adult being subjected to conditions or circumstances which reasonably would result in abuse or neglect are required by law to make a report to the Abuse and Neglect Hotline (800-652-1999) and/or Law Enforcement (if an emergency exists). (Nebraska Revised Statute 28-711)

Definitions of Child or Vulnerable Adult Abuse and Child or Vulnerable Adult Neglect

(Nebraska Department of Health and Human Services)

Physical Abuse: Non-accidental physical injury (ranging from minor bruises to severe fractures or death) as a result of punching, beating, kicking, biting, shaking, throwing, stabbing, choking, hitting, burning or otherwise harming a child or vulnerable adult, that is inflicted by a parent, caregiver or other person who has responsibility for the child or vulnerable adult. Such injury is considered abuse regardless of whether the caregiver intended to hurt the child or vulnerable adult.

Physical discipline, such as spanking, is not considered abuse as long as it is reasonable and causes no bodily injury to the child or vulnerable adult. Non-accidental injury that is caused by someone other than a parent, guardian, relative or other caregiver, such as a stranger, is considered a criminal act that is not addressed by child or vulnerable adult protective services.

Neglect: The failure of a parent, guardian or other caregiver to provide for a child or vulnerable adult's basic needs. Neglect may be physical, medical, educational, or emotional.

Domestic Violence: Children or vulnerable adults are exposed to domestic violence and are harmed by the experience and suffer consequences ranging from hyper-vigilance to problem with concentration and emotional regulation.

Abandonment as Neglect: In general, a child or vulnerable adult is considered to be abandoned when the parent's identity or whereabouts are unknown, the child or vulnerable adult has been left alone in circumstances where the child or vulnerable adult suffers serious harm, or the parent has failed to maintain contact with the child or vulnerable adult or provide reasonable support.

Substance Abuse as Abuse or Neglect: Prenatal exposure of a child to harm due to the mother's use of an illegal drug or other substance; manufacture of methamphetamine in the presence of a child; and selling, distributing or giving illegal drugs or alcohol to a child.

Sexual Abuse: The employment, use, persuasion, inducement, enticement or coercion of any child or vulnerable adult to engage in, or assist any other person to engage in, any sexually explicit conduct or simulation of such conduct for the purpose of producing a visual depiction of such conduct; or the rape, and in cases of caretaker or inter-familial relationships, statutory rape, molestation, prostitution, or other form of sexual exploitation of child or vulnerable adult, or incest with child or vulnerable adult.

Emotional Abuse: A behavior that harms a child or vulnerable adult's emotional development or sense of self-worth.

Abuse and Neglect Hotline

When utilizing the Hot Line, the following information may be requested and should be made available:

- address and age of the abused or neglected person;
- address of the person having custody of the abused or neglected person;
- nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect;
- any evidence of previous abuse or neglect including the nature and extent;

- any other information which, in the opinion of the person, may be helpful in establishing the cause of such abuse or neglect, and the identity of the perpetrator or perpetrators.

This oral report shall be followed by a written report, utilizing the ESU #13 Abuse and Neglect Reporting Form.

The following staff members shall also be informed of the report:

- the employee's immediate supervisor
- the Program Administrator or Program Director in which the student is enrolled
- the appropriate law enforcement agency (in the case of an emergency)

The immediate supervisor, the Program Administrator, or Program Director shall confirm that a report of suspected abuse or neglect has been made to local law enforcement or Child Protection Services.

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

The Program Administrator or Program Director shall provide employees information as appropriate to ensure that employees fully understand their responsibility under the law and ESU #13 procedures.

Corporal Punishment

(ESU Board Policy - Article 6, Section 3.B.)

Use of corporal punishment is prohibited by ESU #13. Corporal punishment for purposes of this policy means the infliction of bodily pain as a penalty for disapproved behavior. This does not include physical contact that is intended to preserve order in schools or to protect persons or property from harm. Any physical force used with students shall be limited to that which is reasonable in relation to the need for self-defense, the defense of others, the defense of one's property or the defense of another's property.

Any employee who has been involved in an incident involving the use of physical force with a student shall make an oral report of such circumstances to the Program Administrator or Program Director as soon as is practicable and within twenty-four hours. The Program Administrator or Program Director shall prepare a memorandum of such report and, as deemed appropriate, investigate and report the incident to the appropriate administrator or director of the school in which the student is enrolled. An Abuse and Neglect report shall be made in the event such is warranted.

The Program Administrator or Program Director shall provide employees information as appropriate to ensure that employees fully understand their responsibility to not use corporal punishment and ESU #13's procedures.

Use of Restraints & Seclusion

(ESU Board Policy - Article 6, Section 3.C.)

This policy sets forth the requirements, restrictions and procedures related to the use of physical restraints and seclusions.

Definitions

- **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.
- **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. Seclusion is distinguishable from an in-school suspension, in which other students or adults may be present. While students are required to remain in the in-school suspension area, the students are not physically prevented from leaving.

Physical Restraint

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 and intent 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; and
- as a form of punishment.

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.

Physical restraint is to be used only as long as necessary to resolve the reason for which it was initiated.

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 ESU #13 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

Seclusion may be used in the following circumstances:

- when a student's behavior is so out of control that the student's behavior creates a risk of injury to the student or others;

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

Seclusion may not be used:

- when a known medical or psychological condition contraindicates its use; and
- as a form of punishment.

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; and
- 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.

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.

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 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 temporary record. The student's case manager, if any, 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; and
- 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.

The Program Administrator or Program Director shall be notified of the incident as soon as possible, but no later than the end of the school day on which it occurred.

Within 24 hours after use of seclusion or physical restraint, the Program Administrator or Program Director shall send written notice of the incident to the student's parents or guardians, unless the parent or guardian has provided ESU #13 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.

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 temporary student record.

Suspension, Removal, Placement Change, and Other Disciplinary Circumstances

Consistency, caring, and the modeling of desired behaviors are the basis for the Meridian School's student behavior goals. Any student pattern of hostile, aggressive, or uncooperative behavior is the concern of the total staff. The IEP team will be convened to address these issues and to devise a specific plan to address such behavior if the need arises.

The following ESU #13 Board policy applies to students in the Meridian School (*ESU Board Policy - Article 6, Section 3.D.*)

This policy is being adopted on the recognition that the law distinguishes verified special education students from those who are not so verified. Likewise, this policy is being developed out of the recognition that ESU #13 is a contract provider of services whether by sending personnel to the various ESU #13 area schools or whether by or through its own programs and schools providing full or partial service to students on behalf of districts with whom it is contracted. Therefore, ESU #13 has an obligation—for its part and for any children over whom it has exclusive control or for whom any school district served by contract has agreed with ESU #13 to be governed by its policies pertaining to student discipline and appropriateness of educative placement to afford all rights required under applicable laws, regulations and respective Board policies of ESU #13 and the school districts involved by contract with any student served as hereinabove enumerated—to act in a legal and consistent manner on the part of such children.

It shall also be the policy of ESU #13 by the enactment of this policy to notify the school districts it serves of ESU #13 policy pertaining to student disciplinary matters as herein enumerated and to encourage all of the school districts it serves by whatever method the Program Administrator or Program Director deems appropriate to coordinate their efforts with those of ESU #13 in assuring that all applicable statutes, regulations, and district or ESU #13 policies are complied with, and to reasonably assure that the contracts between ESU #13 and the schools served enumerate the respective responsibilities of the district and ESU #13 when policies are adhered to by the schools served and to contrast ESU #13's responsibility when such policies are not followed by the contracting districts.

- In recognition that certain children served by contracts with ESU #13 personnel are neither verified nor certifiable as special education students who engage in conduct contrary to the policies or rules governing student conduct of any schools served or where not applicable by any rules of conduct enumerated in State

Statutes or Board policies of ESU #13, such student shall be dealt with in accordance and under the Article 6 Services to Schools and Children 10 of 17 procedures provided by State Statute 79-255, et. seq., as such statute may be from time to time amended.

- As to all students who are served in programs of ESU #13 and which students are verified or certified as individuals with disabilities under any recognizable disability described by any applicable statute or regulation and as to all students who are served by any ESU #13 employee in any school which a student is verified or certified as having a disability recognized under any applicable statute or regulation, the procedure for determining the appropriate disciplinary method shall be as follows:
 - When any infraction of any applicable rule or regulation of student conduct or any statute declaring such conduct to be unlawful or contrary to law constitutes grounds for disciplinary action by any such statute, regulation or policy, the school district where applicable and ESU #13 may suspend the student for up to ten (10) consecutive days. If a suspension results in a cumulative total of more than ten (10) days of suspension in a school year, all due process and other procedural requirements of 92, NAC 51 shall apply. Prior to any suspension, notice of such suspension shall be sent within twenty-four (24) hours by certified or registered mail or by hand delivery to the caretaker and where applicable to the administrator or director of the school involved. If the student is eighteen (18) years of age or older, notice shall also be sent to the student.
 - Emergency exclusion or removal of individuals with disabilities- If, in the opinion of Program Administrator or Program Director, a student is found to present a danger to others or to their property or if he/she presents a danger of an ongoing threat to the disruption of the academic processes of others or if he/she presents a physical danger to himself, such student may be without notice excluded for the duration of the emergency situation. Within twenty-four (24) hours of the student's emergency exclusion, the Program Administrator or Program Director shall provide written notice to the parent and/or guardian and to the student if over the age of eighteen (18). The notice shall set forth the charges and the time, date, and place of the IEP meeting specifying the purpose and the participants in such meeting and request the parent and/or guardian and if appropriate the student to attend the IEP meeting. Such notice of emergency exclusion may be delivered by registered or certified mail, return receipt requested or by personal delivery by the administrator or director to the caretaker and student when applicable.

An IEP team meeting shall be convened if possible within the exclusionary period and shall be conducted in accordance with all standard procedures as established in 92, NAC 51 or other applicable rule(s).

The IEP team shall review the student's program and shall determine if the disability is a precipitating factor of the inappropriate or prohibited behavior. That decision shall be recorded on the IEP and that information shall be used, if necessary, to revise the student's IEP to reflect the need for the use of exclusion as a disciplinary tool or management strategy, to modify the educational program if required, to change the educational placement of the student if appropriate or to indicate that the disability is not a precipitating factor, and to serve as a basis for notifying the student's parent and/or guardian or reaffirming to them if they have already been so notified that the student is expected to behave in accordance with the rules established in the school district's code of conduct or where applicable in accordance with the guidelines of student conduct as set forth within the program operated by ESU #13. The parents shall be notified of the IEP team's decisions if they have not participated in the IEP team meeting, such notice to be sent by registered or certified mail or by personal delivery by the administrator or director.

The attending teacher or certified ESU #13 employee shall notify the Program Administrator or Program Director of such person of all emergency exclusions within twenty-four (24) hours by forwarding a copy of such fact.

- Prohibition against long-term suspension and expulsion of individuals with disabilities and requirement to follow procedural safeguards when any change in placement occurs

ESU #13 recognizes that long-term suspensions and expulsions of individuals with disabilities as the terms long-term suspension and expulsion are defined in state statutes pertaining to non-disabled students have been defined by numerous federal court decisions to constitute a change in placement. ESU #13 also recognizes that with a change comes a legal obligation to provide certain procedural due process rights to the student before any change in placement occurs. ESU #13 further recognizes that a series of short-term suspensions may become a long-term suspension or deemed a change of placement pursuant to 92 NAC 51,

and for that reason one short-term suspension shall be limited to a cumulative total of ten (10) days or less in a single school year unless additional days are authorized by state or federal law or regulation. ESU #13 further recognizes that the federal regulations pertaining to individuals with disabilities provides a hierarchy of restrictive placement such hierarchy being as follows:

- a regular classroom in a regular school
- a special classroom in a regular school
- a special school
- a homebound program
- an institutional placement

When in the judgment of the IEP team the behavior of a student becomes so inappropriate, disruptive or violative of any regulation or policy pertaining to the operation of a service, school, program or other kind of educational service that the student's ongoing participation in his present placement will be inappropriate for him and violative of the rights of other participants, then an IEP meeting shall be convened to determine what manner of more restrictive placement would be reasonably calculated to provide an appropriate education for the student in question. The student, subject to any emergency removal or exclusion for the protection of himself/herself or other students, shall remain in the placement designated in the IEP at the time the behavior of such student becomes inappropriate until such time as an agreement with the caretaker, the school district, and ESU #13 can be reached about a change in placement or until the issue of the appropriate placement has been litigated through all appropriate procedures. Under no condition, solely within the control of ESU #13, shall the total cessation of educational services to any student for whom ESU #13 is responsible be permitted to occur. In the event that due to circumstances beyond the reasonable control of ESU #13 to notify any other applicable agency or school district with which it is contracted that any litigation resulting from any cessation of service occurring contrary to the judgment of ESU #13, to withdraw the services and personnel of ESU #13, and to immediately notify such school district or other agency that as a result of such action contrary to ESU #13's policy that ESU #13 will assume no further responsibility of whatsoever nature for any consequences whether legal or otherwise occurring as a result of such cessation of such services.

- Notwithstanding any other section of this policy, school personnel may order a change in placement of a student with a disability to an appropriate interim alternative educational setting for the same amount of time that a child without a disability would be subject to discipline, but for not more than forty-five (45) days if:
 - the child carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of a state or a local educational agency; or
 - the child knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function under the jurisdiction of a state or local educational agency.

Removal of Students and Interviews of Students

(ESU Board Policy - Article 6, Section 3.E.)

It shall be the policy of ESU #13 to follow the policy of the school in which each individual student is enrolled with respect to the removal of students and interviews of ESU #13. In the absence of such a school policy, or when the school policy has not been provided to ESU #13, the following procedures shall be used.

Removal of Students by Law Enforcement Officials

In dealing with law enforcement officials, ESU #13 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 #13 operations or educational programming.

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

If a peace officer or probation officer requests custody of a student who is at that time under the control and jurisdiction of ESU #13:

- The student should be released after appropriate measures are taken and documented to ensure that the officer has the authority to take the student.
- 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 #13 employee who has released the student shall contact an appropriate administrator or director of the school in which the student is enrolled. The Program Administrator or Program Director 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 ESU #13. 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.

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 ESU #13 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 #13 premises whenever possible. Questioning or interview of students on ESU #13 premises should only take place pursuant to the following guidelines:

- If an interview of a student is requested during school hours concerning an ongoing investigation of a crime not related to ESU #13, questioning should not take place until the student's parent, guardian or custodian has been contacted, either by ESU #13 or by an appropriate administrator or director 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 #13 employee during the interview is not necessary.
- 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 #13 premises without such consent. In these situations, an employee of ESU #13 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.
- If the investigation relates to an incident which took place on ESU #13 school premises or during instructional time, it is not necessary to obtain parental consent for an interview. In these situations, an employee of ESU #13 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 #13 or school premises or during instructional time or something which is directly related thereto.
- A probation officer assigned to a student by a court may be allowed the opportunity, on request, to interview a student on ESU #13 premises free from the observation of other children or individuals. In such situations, it is neither necessary nor desirable that an ESU #13 employee be present during the interview. It also is not necessary to obtain the consent of the parent, guardian, or custodian for the interview.

Disclosure of Student Records

ESU #13 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).

Interviews of Students by Persons other than Law Enforcement Officials

Any person other than an employee or agent of ESU #13 or of the school in which the student is enrolled who comes to ESU #13 premises to interview a student or remove a student prior to the end of the student's instructional day must obtain permission of the Program Administrator or Program Director.

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 #13 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.

Homeless Students

(ESU Board Policy - Article 6, Section 2.)

General Policy Statement

ESU #13 shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education, including public preschool education, as provided to other children and youths.

Definitions

"School of Origin" shall mean the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool. School of origin shall also include any designated receiving school for the next grade level for all feeder schools when a student completes the final grade level served by the school of origin.

"Homeless children and youths" shall mean any individuals who lack a fixed, regular, and adequate nighttime residence; and includes:

- children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- migratory children who qualify as homeless because they are living in circumstances described in (1-3).

"Unaccompanied youth" shall mean a homeless child or youth not in the physical custody of a parent or guardian.

School Stability

School Selection: ESU #13 shall presume that keeping a homeless child or youth enrolled in the child's or youth's school of origin is in the child's or youth's best interest, except when doing so is contrary to the request of the child's or youth's parent or guardian or, in the case of an unaccompanied youth, the youth.

To overcome the presumption that a child or youth should remain in his/her school of origin, ESU #13 shall consider student-centered factors including: the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or, in the case of an unaccompanied youth, the youth.

Enrollment: Once the school is selected in accordance with the child's or youth's best interest, that child or youth shall be immediately enrolled even if the child or youth is unable to produce records normally required for enrollment including, but not limited to: previous academic records, immunization or other health records, and/or proof of residency. They could also enroll if they have missed any application or enrollment deadlines during any period of homelessness.

Transportation: If the child or youth continues to attend his or her school of origin, transportation shall be provided promptly even if there is a dispute pending regarding which school is in the child's or youth's best interest to attend. Transportation will continue to be provided to and from the school of origin for the remainder of any academic year during which the child or youth becomes permanently housed.

Records

Any record ordinarily kept by ESU #13, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained:

- such that all records are available, in a timely fashion, when a child or youth enrolls in a new school or school district;
- any information about a homeless child's or youth's living situation shall be treated as a confidential student education record, and shall not be deemed to be directory information; and
- in a manner consistent with the Federal Education Rights and Privacy Act.

Services

The Local Education Agency Liaison shall identify an appropriate staff person to be the Local Educational Liaison (LEL) for all homeless children and youth attending programs in ESU #13. The LEL responsibilities shall include, but are not limited to:

- Ensure homeless children and youth are identified through outreach and coordination activities including coordination with the Nebraska Department of Education Homeless Education Liaison, community, and school personnel responsible for education and related services to homeless children and youths.
- Receive appropriate time and training in order to carry out the duties required by law and this policy.
- Ensure homeless families and homeless children and youths are referred to health care, dental, mental health, substance abuse, housing and any other appropriate services.
- Ensure that homeless children and youths:
 - are enrolled in school which includes attending classes and participating fully in school activities;
 - have a full and equal opportunity to meet the same challenging State academic standards as other children and youths;
 - receive individualized counseling from counselors to prepare and improve their readiness for college, including college selection, application, financial aid, and on-campus supports;
 - unaccompanied youths are informed of their status as independent students under the Higher Education Act of 1965 and may obtain assistance from the LEL to receive verification of such status for purposes of the Free Application for Federal Student Aid.
- Ensure that public notice of the educational rights and available transportation services of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youths and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form that is easily understandable.
- Ensure the dispute resolution process identified below is carried out in accordance with the law and district policy.

Dispute Resolution

The dispute procedure must be available for disputes over eligibility, as well as school selection or enrollment.

In the event of a dispute regarding where a child or youth should enroll, the child or youth shall be immediately enrolled in the ESU #13 program in which enrollment is sought pending final resolution of the dispute, including all available appeals. ESU #13 shall immediately provide the child's parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal such decision. Said writing shall be provided in a manner and form understandable to such parent, Article 6 Services to Schools and Children 4 of 4 guardian, or unaccompanied youth and also include the LEL contact information. The LEL shall carry out the dispute resolution process within 30 calendar days from the date of said writing pursuant to 92 Nebraska Administrative Code 19-005.02.

Appeals: Any parent, guardian or other person having legal or actual charge of a homeless child or youth that is dissatisfied with the decision of ESU #13 after the dispute resolution process may file an appeal with the Commissioner within thirty calendar days of receipt of the decision by following the process in 92 Nebraska Administrative Code 19-005.03 and 19-005.03C.

Equity and Legal Compliance

Non-Discrimination

(ESU Board Policy - Article 5, Section 1.)

Policy of Non-Discrimination

ESU #13 does not discriminate on the basis of any protected status in its programs and activities and provides equal access to designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. Complaints or concerns involving discrimination should be addressed to:

Crystal Smith, ESU #13 Compliance Coordinator/Human Resource Manager
4215 Avenue I, Scottsbluff, NE 69361 (308) 635-3696 (cmith@esu13.org)

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

ESU #13 is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination of any kind by ESU #13 employees, including co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated. All ESU #13 employees are expected to take prompt and appropriate actions to report and prevent discrimination. Employees who witness or become aware of possible discrimination must immediately report the conduct to his or her supervisor or the designated Compliance Coordinator.

Harassment

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

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

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

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

- Name-calling
- Teasing or taunting
- Insults, slurs, or derogatory names or remarks
- Demeaning jokes
- Inappropriate gestures
- Graffiti or inappropriate written or electronic material
- Visual displays, such as cartoons, posters, or electronic images
- Threats or intimidating or hostile conduct
- Physical acts of aggression, assault, or violence
- Criminal offenses

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

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

If ESU #13 knows or reasonably should know about possible harassment, including violence, ESU #13 will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If ESU #13 determines that unlawful harassment occurred, ESU #13 will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, ESU #13 will follow this policy and grievance procedure, within the scope of its authority.

ESU #13 is committed to offering employment and educational opportunities to its employees and students in a climate free of harassment. Accordingly, unlawful harassment of any kind by ESU #13 employees, including co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated. All ESU #13 employees are expected to take prompt and appropriate actions to report and prevent harassment. Employees who witness or become aware of possible harassment must immediately report the conduct to his or her supervisor or the designated Compliance Coordinator.

Anti-retaliation

ESU #13 prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in ESU #13's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

ESU #13 will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, ESU #13 will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

ESU #13 is committed to offering employment and educational opportunities to its employees and students in a climate free of retaliation. Accordingly, unlawful retaliation of any kind by ESU #13 employees, including co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated. All ESU #13 employees are expected to take prompt and appropriate actions to report and prevent retaliation. Employees who witness or become aware of possible retaliation must immediately report the conduct to his or her supervisor or the designated Compliance Coordinator.

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

If the Compliance Coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Administrator for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each ESU #13 building, on the ESU #13 website, and from the Compliance Coordinator.

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

The Compliance Coordinator will review and evaluate each grievance, complaint, or report to determine if such grievance, complaint or report is covered under Title IX. If such a grievance, complaint or report is covered under Title IX, then the Compliance Coordinator will follow the Title IX Grievance Procedures. For all other grievances, complaints or reports, the Compliance Coordinator will follow the following General Grievance Procedures.

General Grievance (or Complaint) Procedures

Level 1 (Investigation and Findings): Once ESU #13 receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, ESU #13 will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, ESU #13 will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of ESU #13’s investigation. ESU #13 will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

ESU #13 will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. ESU #13 will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, ESU #13 will notify the complainant of his or her right to file a criminal complaint, and ESU #13 employees will not dissuade the complainant from filing a criminal complaint either during or after ESU #13’s investigation.

ESU #13 will aim to complete its investigation within ten (10) working days after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline. Periodic status updates will be given to the parties, when appropriate.

ESU #13’s investigation will include, but is not limited to:

- Providing the parties with the opportunity to present witnesses and provide evidence.
- An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- For allegations involving harassment, some of the factors ESU #13 will consider include:
 - the nature of the conduct and whether the conduct was unwelcome,
 - the surrounding circumstances, expectations, and relationships,
 - the degree to which the conduct affected one or more students' education,
 - the type, frequency, and duration of the conduct,

- the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment,
- the number of individuals involved,
- the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment,
- the location of the incidents and the context in which they occurred,
- the totality of the circumstances, and
- other relevant evidence.
- A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

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

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

If someone other than the Compliance Coordinator conducted the investigation, the Compliance Coordinator will review, approve, and sign the investigative report. ESU #13 will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. ESU #13 will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

ESU #13 will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within one (1) working day after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits ESU #13 to disclose relevant information to a student who was discriminated against or harassed.

Level 2 (Appeal to the Administrator): If a party is not satisfied with the findings or remedies (or both) set forth in the decision, Article 5 Equity and Legal Compliance 6 of 14 he or she may file an appeal in writing with the Administrator within five (5) working days after receiving the decision. The Administrator will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal within ten (10) working days after receiving the appeal. The party who filed the appeal will be sent the Administrator’s determination at the time it is issued, and a copy will be sent to the Compliance Coordinator. [If the Administrator is the subject of the complaint, the party will file the appeal directly with the Board.]

Level 3 (Appeal to the Board) If the party is not satisfied with the Administrator’s determination, he or she may file an appeal in writing with the Board within five (5) working days after receiving the Administrator’s determination. The Board will review the appeal, the Administrator’s determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board’s next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, Compliance Coordinator and the party. The Board will issue a written determination about the appeal within thirty (30) days after the party addresses the Board. The party who filed the appeal will be sent the Board’s determination at the time it is issued, and a copy will be sent to the Compliance Coordinator. The Board’s determination, and any actions taken, will be final on behalf of ESU #13.

Confidentiality

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. ESU #13 will notify the complainant of the anti-retaliation provisions of applicable laws and that ESU #13 will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, ESU #13 will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent ESU #13 from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, ESU #13 will inform the complainant that its ability to respond may be limited. Even if ESU #13 cannot take disciplinary action against the alleged harasser, ESU #13 will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

Title IX Grievance (or Complaint) Procedures

All employees are responsible for helping to prevent sexual harassment. Employees or students, who believe they have been subjected to, or believe they have witnessed sexual harassment should Article 5 Equity and Legal Compliance 7 of 14 follow these procedures:

- Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
- For employee reporters, contact your supervisor or the supervisor of the offending person, the Title IX Coordinator, or the Human Resources Manager if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
- Report the matter to the Title IX Coordinator or the Human Resources Manager, if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to the supervisor.
- For student reporters, contact any teacher.
- Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator may file a formal complaint and begin the following complaint procedure.

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

Response to a Formal Complaint

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

TITLE IX COORDINATOR CONTACT INFORMATION

Crystal Smith
4215 Ave I, Scottsbluff, NE 69361
308-635-3696 csmith@esu13.org

The formal complaint must be signed by the complainant or by the Title IX Coordinator.

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

Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a formal Article 5 Equity and Legal Compliance 8 of 14 complaint, the Title IX Coordinator shall provide the following to all known parties of (a): The complaint procedure as outlined in this regulation; and (b): Notice of the allegations of sexual harassment including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

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

Investigation of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall notify the Investigator. The Investigator will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, ESU #13 will notify the complainant of his or her right to file a criminal complaint, and ESU #13 employees will not dissuade the complainant from filing a criminal complaint either during or after ESU #13's investigation.

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

- **Neutrality:** The Title IX Coordinator, Investigator, decision-maker, or any person designated by ESU #13 to facilitate this complaint procedure shall not have any conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent. ESU #13 shall ensure that Title IX Coordinators, Investigators, decision-makers, and any person who facilitates this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of ESU #13's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. ESU #13 shall ensure that the individuals involved in the complaint procedure receive training on issues of relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.
- **Burden of Production:** It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:
 - Providing the parties with the opportunity to present witnesses and provide evidence.
 - An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
 - For allegations involving harassment, some of the factors ESU #13 will consider include:
 - the nature of the conduct and whether the conduct was unwelcome;
 - the surrounding circumstances, expectations, and relationships;
 - the degree to which the conduct affected one or more students' education;
 - the type, frequency, and duration of the conduct;
 - the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment;
 - the number of individuals involved;
 - the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment;
 - the location of the incidents and the context in which they occurred;
 - the totality of the circumstances; and
 - other relevant evidence.
 - A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)
- **Rights of the Parties:** The respondent is entitled to a presumption that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.

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

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

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

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

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

ESU #13 retains the right to place a non-student employee respondent on administrative leave during the pendency of the investigation. ESU #13 also retains the right to remove a respondent from ESU #13's educational program prior to the conclusion of the investigation. In the event of a removal, the respondent shall have the opportunity to challenge the decision for removal. d.

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

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

Decision of Responsibility

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

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

- Identification of the allegations potentially constituting sexual harassment;
- A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- Findings of fact supporting the determination;
- Conclusions regarding the application of each recipient's code of conduct to the facts;

- A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and
- The recipient's procedures and permissible bases for the complainant and respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits ESU #13 to disclose relevant information to a student who was discriminated against or harassed.

Supportive Measures and Disciplinary Actions

Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the recipient's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or ESU #13's educational environment, to deter sexual harassment.

Supportive measures may include, but are not limited to, counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. ESU #13 shall maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of ESU #13 to provide supportive measures.

At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures to Article 5 Equity and Legal Compliance 12 of 14 the respondent if the Decision-Maker determines that the respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in school suspension, out of school suspension, expulsion, and in the case of an employee disciplinary action up to and including dismissal from employment. This regulation does not limit or prohibit ESU #13 from instituting disciplinary measures if in the course of the investigation it determines that the complainant or respondent violated the student code of conduct.

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

Appeals

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

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

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the ESU #13 Administrator.

Upon notice of an appeal by either party, the ESU #13 Administrator shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties. The ESU #13 Administrator shall give both parties a reasonable, and equal opportunity to submit a written statement in support of, or challenging the outcome.

The ESU #13 Administrator shall review the investigative report, decision-maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result.

The ESU #13 Administrator shall provide the written decision simultaneously to both parties.

Informal Resolution

If a formal complaint is filed, ESU #13 may offer the complainant and respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

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

Training

ESU #13 will ensure that relevant ESU #13 employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, and bus drivers are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate ESU #13 officials or employees.

Designated Compliance Coordinator

The Designated Compliance Coordinator will be responsible for:

- Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti retaliation laws and regulations.
- Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other ESU #13 employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Administrator and the Board.
- Reviewing all evidence in harassment or violence cases brought before ESU #13's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- Determining whether ESU #13 employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- Recommending changes to this policy and grievance procedure.
- Performing other duties as assigned.

The Designated Compliance Coordinator will not have other job responsibilities that may create a conflict of interest with their Coordinator responsibilities.

Preventative Measures

ESU #13 will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on ESU #13's website and posting the notice at each building in ESU #13. ESU #13 also will designate an employee to coordinate compliance with anti discrimination laws (see Designated Compliance Coordinator section, above, for further information on Compliance Coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on ESU #13's website, at each building in ESU #13, reprinting it in ESU #13 publications, such as handbooks, and sending it electronically to members of the school community. ESU #13 will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

ESU #13 also may distribute specific harassment and violence materials (such as sexual violence), including a summary of ESU #13's anti-discrimination, anti-harassment, and anti retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Notification of Rights Under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

- The right to inspect and review the student's education records within 45 days of the day ESU #13 receives a request for access.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

- The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading.

Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write to the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If ESU #13 decides not to amend the record as requested by the parent or eligible student, ESU #13 will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

- The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by ESU #13 as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Board of Education; a person or company with whom ESU #13 has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, ESU #13 discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.

- The right to file a complaint with the U.S. Department of Education concerning alleged failures by ESU #13 to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:
Family Policy Compliance Office

Notice to Parents of Rights Afforded by Section 504 of Rehabilitation Act of 1973

The following is a description of the rights granted by federal law to qualifying students with disabilities. The intent of the law is to keep you fully informed concerning the decisions about your child and to inform you of your rights if you disagree with any of these decisions.

You have the right to:

- Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her disability.
- Have the school district advise you of your rights under federal law.
- Receive notice with respect to identification, evaluation or placement of your child.
- Have your child receive a free appropriate public education.
- Have your child receive services and be educated in facilities which are comparable to those provided to every student.
- Have evaluation, educational and placement decisions made based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
- Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
- Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.
- Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement.
- Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program or placement. (You and your child may take part in the hearing. Hearing requests are to be made to the Superintendent).
- File a local grievance.

Notice Concerning Directory Information

ESU #13 may disclose directory information. The types of personally identifiable information that ESU #13 has designated as directory information are as follows:

- Student's Name, address, telephone listing, and the name, address, telephone listings (if not unlisted), e-mail address and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student;
- School and dates of attendance;
- Student's current grade;
- Student's enrollment status (e.g. full-time or part-time);
- Student's date of birth and place of birth;
- Student's extra-curricular participation;
- Student's achievement awards or honors;
- Student's weight and height if a member of an athletic team;
- Student's photograph; and
- School or school district the student attended before he or she enrolled in [Name] Public Schools.

Notwithstanding the foregoing, ESU #13 does not designate as directory information personally identifiable information from students' education records where ESU #13 determines that the disclosure to the potential recipient poses a risk to student safety or well-being, including but not limited to circumstances where the potential recipient is a registered sex offender and the personally identifiable information would permit the potential recipient to communicate with or otherwise contact the student.

A parent or eligible student has the right to refuse to let ESU #13 designate information about the student as directory information. The period of time within which a parent or eligible student has to notify ESU #13 in writing that he or she does not want information about the student designated as ¹⁷⁵directory information is as follows: two (2) weeks from the time this information is first received. Please contact the Administrator's office to indicate your refusal to have your child's information designated as directory information.

ESU #13 may disclose information about former students without meeting the conditions in this section.

ESU #13's policy is for education records to be kept confidential except as permitted by the FERPA law, and ESU #13 does not approve any practice which involves an unauthorized disclosure of education records. In some courses student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. ESU #13 does not either approve or disapprove such teaching practices, and designates such student work as directory information and/or as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to ESU #13 in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

Notice Concerning Designation of Law Enforcement Unit

ESU #13 designates the Scottsbluff Police Department as ESU #13's "law enforcement unit" for purposes of (1) enforcing any and all federal, state or local law, (2) maintaining the physical security and safety of the schools in ESU #13, and (3) maintaining safe and drug free schools.

Enrollment Form - Media/Publicity Form

Reporters from local newspapers, television stations, and radio stations frequently visit schools to gather information and pictures for stories on a variety of topics (profiles on new school programs, stories about outstanding students and teachers, parent/student issues, news such as new standards and policies). My signature below represents that ESU #13 has my permission to use my child's photograph, likeness, artwork, profile, and/or story in all forms of media and all manners (these are called "use"), including, but not limited to classroom display, publications, web pages, brochures, videos, and other promotional media. I understand the circulation of the materials could be worldwide and that there will be no compensation to me or my child for this use. I waive any right to inspect or approve the finished product, including written copy that may be created in connection therewith.

Occasionally, due to family, legal, or other reasons, parents and legal guardians prefer that their children never receive publicity. We ask that those parents and legal guardians sign and return the form below. Signed forms returned to us will be kept on file at ESU #13 and referred to when members of the media visit the school. Reporters and photographers will be asked to avoid featuring any children for whom this form is on file.

Please note that this procedure cannot apply to public events or to the extracurricular programs for which children must register.

____ I GIVE permission for my child to be included in any publicity or web publications that a school classroom or regular school program may receive.

____ I do NOT want my child to be included in any publicity that a school classroom or regular school program may receive.

Name of Child _____

Parent/Guardian Signature _____

Date _____

Authorization expires at the end of each school year.

(Questions? Call Jessica Broderick, Director of Special Education at 308-635-3696)

Enrollment Form - Release of Information

It may be in the best interest of some students to have open communication between ESU #13 Meridian School personnel and student healthcare and/or mental health providers. Please complete this form if you would like ESU #13 personnel and healthcare and/or mental health providers to be able to communicate about your child. This communication may include information shared via phone call, email, facsimile, and/or US Postal Service mail. Completion of this form is voluntary.

Community Health/Mental Health Provider:

Date: _____

***Authorization for Release of Personal Records/Health Records
And Pupil Information***

____MDT information	____Psychological & mental health records	____Test scores
____ IEP information	____ Educational evaluation	____Medical, Health & Immunization records

Name of Student	Date of Birth	Grade

I hereby authorize you to release records to:
Educational Service Unit #13
4215 Avenue I
Scottsbluff, NE 69361
Phone: (308) 635-3696
Fax: (308) 635-0680

It is understood that this information will be used in a professional manner in the best interest of the child.

Signature of Parent/Guardian _____
Date

I acknowledge notification of this transfer of records as required by the Family Educational Rights and Privacy Act of 1974, and understand that I have a right to receive a copy at my own expense, if I so request, and have an opportunity for a hearing to challenge the content of the records. I understand that the information transferred will be treated in a confidential manner and will not be transmitted to a third party without my consent. Family Educational Rights and Privacy Act of 1974 states that parents' signature is not required for transfer of records between schools.

Enrollment Form - Emergency Contact Information

Student Name: _____ Date of Birth: _____
Age: _____ Grade: _____ ☐ Male ☐ Female School District: _____
Who does the student live with? _____

Please notify the school immediately of any changes in contact information.

Parent/Guardian Information

Father/Guardian Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____
Place of Employment: _____ Work Phone: _____
Email Address: _____
Preferred Contact Method: ☐ Phone ☐ Text Message ☐ Email

Mother/Guardian Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone: _____ Cell Phone: _____
Place of Employment: _____ Work Phone: _____
Email Address: _____
Preferred Contact Method: ☐ Phone ☐ Text Message ☐ Email

Emergency Contacts if Parents/Guardians Cannot Be Reached

1st Contact Name: _____ Phone: _____
Relationship to Student: _____

2nd Contact Name: _____ Phone: _____
Relationship to Student: _____

Healthcare Providers

Family Physician: _____ Phone: _____
Date of Last Exam: _____

Dentist: _____ Phone: _____
Date of Last Exam: _____

Optometrist: _____ Phone: _____
Date of Last Exam: _____

Psychiatrist/Psychologist: _____ Phone: _____
Date of Last Visit: _____

Signature of Parent/Guardian

Date

Enrollment Form - Medical/Health Information

Page 1 of 2

Student Name: _____

Please circle either YES or NO for the following questions. If you answer “yes” to any of the following, please give more information in the space provided.

Does your child take medications or supplements regularly?	YES	NO	Has your child had any new immunizations in the last year? *if YES, provide school with updated record	YES	NO
Does your child have allergies?	YES	NO	Does your child have anaphylaxis? *if YES, Anaphylaxis Action Plan sent home	YES	NO
Does your child have asthma? *if YES, Asthma Action Plan sent home	YES	NO	Does your child have diabetes? *if YES, Diabetes Action Plan sent home	YES	NO
Does your child have seizures? *if YES, Seizure Action Plan sent home	YES	NO	Does your child have a mental health disorder?	YES	NO
Does your child have a skin disorder?	YES	NO	Does your child have restrictions for physical activity?	YES	NO
Does your child have a vision loss?	YES	NO	Does your child have a hearing loss?	YES	NO
Does your child have a history of surgeries or injuries?	YES	NO	Does your child have any dietary restrictions or nutritional needs?	YES	NO
Does your child have a modified diet or feeding/swallowing needs? *if YES, you will contacted by the SLP	YES	NO	Does your child have a history of high blood pressure?	YES	NO

Please list ALL allergies that you are aware of for your child, including medication, food, environmental, and chemical.

Allergen	Reaction	Treatment

Enrollment Form - Medical/Health Information

Page 2 of 2

Student Name: _____

Please list ALL prescription medication that your child takes, including vitamins, supplements, and over-the-counter medications.

[illegible]

Please use the space below to share any additional information and/or any other medical condition or concern that your child may have:

[illegible]

Signature of Parent/Guardian

Date _____

Enrollment Form - Medication & Emergency Treatment

Student Name: _____

Medication

If there are over-the-counter medications you wish to have given to your child, please send these medications to the school. Your signature below indicates that you give permission for the school nurse or a medication-competent school staff member to administer over-the-counter medications - such as Acetaminophen, Ibuprofen, cough drops, hydrocortisone cream, triple antibiotic ointment, antifungal cream, and first aid cream - to your child as needed. You release ESU #13 and its employees from liability in case of choking, allergic reaction, side effects, and/or health risks related to the medication.

**Please note: we do not provide liquid forms of medication*

____ I GIVE permission for my child to be given over-the-counter medication(s) at school.

____ I do NOT want my child to be given over-the-counter medication(s) at school.

Signature of Parent/Guardian

Date

In Case of Emergency

In the event of an emergency, your signature below authorizes any qualified, competent personnel to administer emergency medical first aid and/or any other treatment essential to the health and well-being of my child. Additionally, you consent for my child to be transported via ambulance in the case the parent/guardian cannot be reached. Should emergency medical treatment be necessary, you authorize local emergency service providers to carry out such treatments.

**If you consent to one or two of these three items, please mark the lines below and circle which items you authorize*

____ I GIVE permission for my child to receive emergency medical first aid by school personnel, be transported via ambulance if a parent/guardian cannot be reached, and be treated by emergency service providers

____ I do NOT want my child to receive emergency medical first aid by school personnel, be transported via ambulance if a parent/guardian cannot be reached, and be treated by emergency service providers

Signature of Parent/Guardian

Date

Network Acceptable Use and Internet Safety Policy Student's Agreement

Educational Service Unit No. 13 Network Acceptable Use and Internet Safety Policy Student's Agreement By signing this form, I acknowledge receipt of, understand, and agree to abide by the rules and standards set forth in ESU #13 Network Acceptable Use and Internet Safety Policy. I understand that to gain access to the ESU #13 computer network systems, I must return this form signed by me and my parent or legal guardian. I further understand that any violation of the Policy is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges may be revoked, monetary liability may be incurred, school disciplinary and/or appropriate legal action may be taken. I understand that this agreement will be in effect for one school year and must be re-signed in subsequent years.

AI Tools & Systems:

- *AI Output Review: Always review and critically assess outputs from AI tools before submission or dissemination. Staff and students should never rely solely on AI-generated content without review.*
- *Bias and Misinformation: Be aware that AI-generated content may possess biases or inaccuracies. Always verify AI-produced results using trusted sources before considering them in academic work.*
- *Safety & Respect: Users must not use AI tools to create or propagate harmful, misleading, or inappropriate content. (Note: This may also be added to a student code of conduct or bullying/harassment policy.)*
- *Transparency: Any use of AI to aid assignments, projects, or research must be declared [and properly cited].*
- *Usage: AI tools will be used for educational purposes only. Misuse or malicious use of AI technologies will lead to disciplinary action.*

Printed Student Name: _____

Student Signature: _____

Date: _____

Network Acceptable Use and Internet Safety Policy Parent's or Legal Guardian's Agreement

Educational Service Unit No. 13 Network Acceptable Use and Internet Safety Policy Parent's or Legal Guardian's Agreement I have read, understand, and agree with the ESU #13 Network Acceptable Use and Internet Safety Policy. I understand that by signing this form I give permission for ESU #13 to grant access to district electronic communication systems, including the Internet. I understand that this access is designed for educational purposes. I understand that ESU #13 has taken reasonable precautions to eliminate access to inappropriate material and I will not hold the district or staff members responsible if inappropriate material is inadvertently accessed. I understand that this agreement will be in effect for one school year and must be re-signed in subsequent years. **I grant permission for [insert district] to provide selected information required for my child to use online or other equipment or instructional technology tools approved by the District Technology Committee/District representative. I further consent that ESU13 may provide such information on my behalf under the Children's Online Privacy Protection Act, Children's Internet Protection Act, Protection of Pupil Rights Amendment, Family Educational Rights and Privacy Act, and other federal or state law.**

Printed Parent Name: _____

Parent Signature: _____

Date: _____

Educational Service Unit 13

Panhandle

Beginnings

Day Treatment



Student Handbook

2025-2026

Carpenter Center - 116 Terry Blvd.
Gering, Nebraska 69341
Phone (308) 632-3981

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Panhandle Beginnings Day Treatment

Carpenter Center, 116 Terry Blvd., Gering, Nebraska 69341

Panhandle Beginnings Program Goals

Panhandle Beginnings (PbDTx) is a therapeutic treatment and educational setting that can provide an individualized, educational and therapeutic environment which supports social-emotional awareness, and promotes personal growth in a safe, healing environment to help youth reach their full potential. Panhandle Beginnings will provide Day Treatment services to youth Grades 3-8 who have been identified by the PbDTx multidisciplinary team to have intensive emotional and behavioral diagnoses that adversely impact the child's daily living skills and ability to participate in the general education curriculum and environment.

Panhandle Beginnings is a service in a continuum of care designed with built-in support of mental health professionals to help youth develop the social and emotional skills necessary to become successful in any academic and social situation and to facilitate movement of the acute mental health and behavioral needs to a status in which they are capable of functioning in the community with less intense support.

Through support of the educational and therapeutic program, there is a collaborative effort to ensure a youth's success. Case management and coordinated services, along with outside agencies and private practitioners, are an integral part of the delivery of services. When parents and the program staff collectively support youth in changing their cognitive, emotional, and behavioral responses, significant progress can be made. This will include, but not be limited to, the following services:

- Therapeutic Components (more information on page 21)
- Multidisciplinary biopsychosocial assessment
- Psychological diagnostic services that contribute to the diagnosis and plan of care for the youth
- Clinically appropriate assessment as necessary, to assess the youth for substance use disorders, or other specialized treatment needs
- Individual, group, and family psychotherapy and/or substance use disorder counseling services
- Crisis intervention planning, management, and aftercare
- Comprehensive treatment/recovery planning
- Consultation services as indicated in service definition
- Ancillary service referrals as indicated in service definition
- Psychoeducation including behavioral health education and/or substance use disorder prevention and education as necessary
- Psychiatric care including medication management (DT only)
- Integrated discharge planning to home community and school
- Additional services as appropriate including: recreational therapy, occupational therapy, social skills building, self-care services, and/or speech therapy
- Educational Components (more information on page 20)
- Core subject instruction
- Tutorial/homework assistance
- Recreation and physical exercise
- Specially designed instruction
- Special education related services (additional cost to schools)
- Reintegration into resident district
- Nursing Services provided by qualified school nurse
- Dietary Services, including consultation with registered dietician regarding meal planning and provision of meals

The length of stay is individualized and based on clinical criteria for admissions and continued stay. However, considering time-limited expectations within the therapeutic day treatment setting, decreasing attendance is typical. The objective is to help develop a set of skills in an intensive setting and provide youth and family the support and interventions needed to help them be successful in daily living by stabilizing the precipitating condition and relapse potential. This will be evidenced by the youth managing without professional and external support and interventions. Youth and family will have informal support systems developed to maintain stability in a less restrictive environment. The reintegration back into the youth's community and school will be completed in a gradual process to assure success. The reintegration process will be guided by outreach personnel from Panhandle Beginnings and includes support for youth, parents, and school staff during the gradual reintegration process.

Mission Statement

Panhandle Beginnings Day Treatment, in partnership with school districts, families, and community, will provide intense, trauma focused therapeutic treatment and learning opportunities to students with significant emotional and behavioral needs, (grades third-eighth), resulting in healing, skill building, and productive community members.

Goals and Vision of the Program

Core Values of the PbDTx

PbDTx's core values are consistently taught and practiced through all school activities. The core values represent lifelong skills believed to create a successful future. The core values are:

Respectful

Listen and follow directions

Respect others

Take care of our school

Responsible

Do your best work

Participate in class

Tell the truth

Take accountability

Caring

Use kind words

Be nice to others

Help your peers

Cooperative

Focus on learning by staying on task

Complete your work

Be quiet and calm during learning

Program Overview

PbDTx is not its own school and serves each school district and student as an extended, off site, intensive ED classroom. The school district, family, student, and PbDTx coordinate with each other to provide the least restrictive academic setting possible. Ongoing monitoring of treatment appropriateness and youth needs are communicated at monthly team meetings. PbDTx can serve as a transitional educational placement when students are exiting hospitalizations and/or residential treatment facilities. When the student has made enough progress to be able to consistently maintain safe and appropriate behavior in the classroom/school setting, a transition meeting is scheduled so that the student can return to his/her home school. There are times when PbDTx is not a good fit for the needs of the student. When this happens, a transition meeting occurs to establish the best educational placement for the student.

Placement

Panhandle Beginnings Day treatment is the most intense part of the continuum of services available to students with emotional and behavioral health needs through ESU #13. As such, all potential participants of this program must be referred through the following process and will be enrolled based on PbDTx team, youth parent/guardian, and youth resident school district representatives' recommendation.

Referral Process

1. Individual Education Program (IEP) team, judicial, or Licensed Mental Health provider referral
2. Initial diagnostic interview
3. Collection of necessary documentation/school records, etc.
4. Multidisciplinary biopsychosocial assessment

5. Facility team review of referral information
6. If determined appropriate placement, district and facility teams meet to establish goals.

PbDTx Entrance Criteria

- The individual demonstrates symptomology consistent with a DSM 5 diagnosis which significantly impairs functioning, requires and can reasonably be expected to respond to therapeutic intervention including mental health and/or substance use treatment.
- This individual is medically stable and does not require the 24 hour medical/nursing monitoring or procedures provided in inpatient services, but requires 3-5 hours of outpatient level of care up to five times a week. (This must be met to satisfy criteria for admission.)
- Evidence of and documentation indicating that prior attempts of evidence based interventions have been attempted with fidelity in a less restrictive environment, and these attempts have occurred over a period of time (i.e., 4-6 weeks for first level attempt and 4-6 weeks for second level attempt).
 - *Override to prior entry criteria-- determined by PbDTx MDT. If a student displays a significant mental health need that suggests a more restrictive environment would be the least restrictive placement, then the prior mentioned criteria will be removed.
- Unanimous PbDTx MDT and leadership Confirmation, followed by the resident school district IEP Team agreement.
- Parents/legal guardians must sign consent for treatment.

Directory of Personnel

Administrators

Jessica Broderick - Director of Special Education
jbroderick@esu13.org
(308)635-3696

Justin Ruzicka - PBDTx Coordinator
jruzicka@ESU13.org
(308) 632-3981

Teachers

Chae'lee Hill- Teacher
(308) 632-3981

Jeff Jackson - Teacher
jjackson@esu13.org
(308) 632-3981

Amanda Metcalf- Special Education Consultant
ametcalf@esu13.org
(308) 632-3981

Support Staff

Marg Dredla - Special Education Coordinator
mdredla@ESU13.org
(308) 632-3981

Dan Fox- Outreach Family Coordinator
dfox@esu13.org
(308) 632-3981

Jasmin Ramirez- Administrative Assistant
jramirez@esu13.org
(308) 632-3981

Behavior Techs

Andrew James
ajames@esu13.org
(308) 632-3981

Fransheska Plasencio
fplasencio@esu13.org
(308) 632-3981

Advisory Committee

An Advisory Committee has been developed with representatives that provide input on programming, procedures, and best practices. This committee is facilitated by the Program Director and Program Administrator. Representatives may include:

- School district representatives (Superintendent, Special Services Director, School Psychologist, Licensed Mental Health Practitioner, School Counselor)
- ESU #13 Administrator
- Community Member representative/s
- Consumer Representative
- Region 1 Administrator
- Judicial representative
- Private Counselor/Psychologist

Student Program Policies and Information

Student School Day

Staffing Hours

8:00 AM - 4:00 PM

Instructional Hours

9:00 AM- 2:30 PM

The school day for students begins at 9:00 a.m. and ends at 2:30 p.m. Teachers and additional PbDTx staff will be on duty from 8:00 a.m. - 4:00 p.m. to supervise, teach, and consult with students, schools, and families in a variety of environments.

School Calendar

The school calendar will follow the ESU #13 calendar as closely as possible. Some additional teacher work days are planned. Please refer to the full calendar or website for day to day activity. The calendar will be included in your materials information packet and is available from PbDTx Staff.

Attendance

Panhandle Beginnings Day Treatment School expects students to attend every meeting of the classes in which they are enrolled. Attendance is essential to success. You are expected to follow the attendance policy of your home district. Your daily attendance is reported to your school district monthly. Excessive unexcused absences will result in a meeting of the IEP team.

Attendance and Program Duration

At Panhandle Beginning Day Treatment (PBDTx), consistent attendance is essential for therapeutic and academic success. Because the program is structured to support behavioral, emotional, and educational progress, regular participation is a key factor in determining a student's readiness for transition back to their home school.

Policy Statement:

- If a student accumulates 30% or more absences within a quarter, their time in the PBDTx program may need to be reevaluated. This is to ensure the student has adequate time to engage in services, demonstrate progress, and meet transition goals.
- Example:
- In a 45-day quarter, 14 or more absences may result in a program review of placement at Panhandle Beginnings Day Treatment.

Response Process:

- **Monitoring:** Attendance is tracked weekly and reviewed by the program coordinator and PBDTx team.
- **Notification:** If a student approaches the 30% threshold, the family will be notified, and a meeting may be scheduled to address barriers to attendance.
- **Review Meeting:** Once the threshold is met, a formal meeting will be held with the family, home district, and PBDTx staff to discuss the impact of absences and revise the student's placement at PBDTx.

- Note: Absences will be reviewed on a case-by-case basis. The primary goal remains supporting the student in meeting therapeutic and academic objectives within a realistic and supportive timeframe.

Absences

The team will implement strategies to deal with the absences, which may include student removal from the program because of lack of continuity needed to meet designated treatment goals.

If the student needs to be absent, PbDTx encourages the student to call themselves into the office. There are cases where the student may not be able to call in; in this case, Parents/Guardians should report their children as absent for the day. The office number is (308) 632-3981. When a child is absent:

- Student or Parent/Guardian should notify the school prior to 8:45 a.m. if a student will be late or absent. This allows for daily planning and schedule changes.
- All providers of transportation services must be notified by the student or parent/guardian in the event of student absence.

Transportation

Transportation to and from the home school district to the program site is furnished by the student's home district. It is the responsibility of the student/family to notify the home school district should you decide not to use the provided transportation from time to time.

If medical, mental health, or other appointments are scheduled through the school day, it is the responsibility of the student/parents to provide transportation to meet the need.

****Since transportation is provided by the home district, the use of personal cars is discouraged. If this is necessary to build into the student's plan, please reach out to the case manager.

Student Eligibility for the Program

The PBDTx team along with the youth's school IEP team drive the decision regarding participation in the PBDTx program. The referral process will include parent consent for referral and school, treatment team and family participation in an in-depth intake which will include determining enrollment, appropriate treatment goals, and planning for discharge at the initial team meeting (see enrollment criteria and referral process page).

Re-Referrals to PBDTx

Some students who are initially declined for placement in the Positive Behavior Day Treatment (PBDTx) program may continue to struggle despite additional interventions. In such cases, a re-referral may be considered, provided that new data supports the need for a more intensive level of behavioral and emotional support.

To ensure appropriate placement all re-referrals must demonstrate that:

- Additional interventions were implemented following the original denial
- Data supports a continued or increased need for intensive services
- A less restrictive setting is no longer sufficient to meet the student's needs

Payment for the Program

Your home school district pays tuition for your attendance in the PbDTx Program. This is an all-inclusive type of payment which includes academic instruction, therapeutic intervention, transportation, training in the community, and specialized related services (such as speech, occupational therapy, physical therapy) as identified in your IEP.

Necessary Supplies

PbDTx will provide educational materials, resources, and supplies needed for treatment and

educational programming.

Electronic Devices and Assistive Technology

Students are encouraged 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. Students are encouraged to leave all personal items, including cell phones, at home. If personal devices are brought to PbDTX (i.e. cell phones, tablets, etc.) they will be required to be checked in and held by the Administrative Assistant, in a secure storage until the end of the day. Access to those personal devices will be given with permission from the PbDTx teacher or administrator. When any item becomes a distraction to themselves or other students, the item will be removed 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 treatment team will notify the parent and the youth's home school district to address the problem as appropriate.

Media and Publicity

Newspapers, television, and other media or groups sometimes wish to take and publish pictures of students at PbDTx. Please review the "Media/Publicity Form" at the end of this handbook and return it to the school at the beginning of each school year.

School Visitation

We encourage parents and district personnel to visit our school at any time. We ask that you limit your visits to one hour. Please contact the PbDTx Administrator to schedule your visit in order to ensure that students will not be out on a field trip or involved in a special project. We are always pleased and proud to entertain visitors. Your interest and involvement is important to all of our students and staff. If you would like to have lunch with your child on any day, please let us know before 9:00 AM so we can order lunch for you.

All visitors must report in at the front office upon entrance to the building to sign a confidentiality form and to receive a visitor's badge.

School Cancellation & Closing

The safety of students and staff is always the major consideration when any severe weather problem arises during the school hours. When we are in a tornado alert, we encourage parents/guardians to seek protective shelter until the crisis is past. The staff and students have been trained in the proper procedures in the event of disasters and it is our responsibility to do what is necessary to protect the lives of the students and staff while at school.

If the weather conditions are serious and a decision is made to not have school, ESU #13 will contact radio station KNEB and ask them to announce this decision. Please tune into KNEB 94.1 FM in the morning and/or reference the "Closings" sections of their website at www.kneb.com if the weather looks bad enough to force a cancellation.

If you transport your child and weather conditions in your area are such that you decide not to take your child to school, please notify the school by 9:00 AM. School districts that provide bus service for their district's students will follow their district school closings/cancellation decision.

If weather conditions are becoming hazardous, or may become hazardous during the school day, we will close school and bus the children to their drop sites early. Before bussing your child, we will contact you personally by phone, or, in the event you cannot be reached, the individual(s) identified on the "Student Enrollment Form." If you transport your child, you will be asked to come and pick him/her up.

Communication with Staff

Day-to-Day Communication

It is imperative that there be open lines of communication between school staff and families. If you have questions or concerns that need to be answered, please send a written note to class or call (308) 632-3981. The best time to reach school staff is between the hours of 8:00 AM and 9:00 AM or 3:00 PM and

4:00 PM. Please call at any time during the day in the event of an emergency or urgent need. Teachers may also be reached via their ESU #13 email addresses, which are provided to families at the beginning of the school year. Providing a personal cell phone number for text messages or phone calls outside of school hours is at the discretion of the individual teacher.

It is important that parents/guardians communicate via a written method (e.g. email or written note) when a change occurs in a child's environment, physical status, or mental condition. For example, when a doctor prescribes a new medication. This ensures that there is record of the change(s) or important information.

We employ a number of caring, dedicated paraprofessionals who become very close to your child, and informal communication with these individuals is encouraged. Questions or concerns regarding your child's programming, status, or behavior should be directed to his/her teacher or the PbDTx Administrator.

Student Nutrition & Wellness

(Board Policy Adopted 6/15/21 - Article 6, Section 5.G.3.)

Wellness Policy-Students

A mission of Educational Service Unit #13 is to provide curriculum, instruction, and experiences in a health-promoting program environment to instill habits of lifelong learning and health. Therefore, the Board adopts the following ESU #13 Wellness Policy.

Nutrition

ESU #13 Meals

All programs within ESU #13 that participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and any additional Federal child nutrition programs will meet the nutrition requirements of such programs.

Staff Qualifications and Professional Development

All ESU #13 nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA professional standards for child nutrition professionals. These ESU #13 nutrition personnel will refer to USDA's Professional Standards for School Nutrition Standards website to search for training that meets their learning needs.

Water

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the program day and throughout every ESU #13 campus ("ESU #13 campus" and "program day" are defined in the glossary). ESU #13 will make drinking water available where ESU #13 meals are served during mealtimes.

Competitive Foods and Beverages

The foods and beverages sold and served outside of the ESU #13 meal programs (e.g., "competitive" foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable ESU #13 meal programs that are sold to students on the ESU #13 campus during the program day, will meet or exceed the USDA Smart Snacks nutrition standards or, if the state policy is stronger, will meet or exceed state nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, ESU #13 stores and snack or food carts.

Celebrations and Rewards

ESU #13 will encourage staff to ensure that foods offered on the ESU #13 campus will meet or exceed the USDA Smart Snacks in School nutrition standards or, if the state policy is stronger, will meet or exceed state nutrition standards, including through:

Celebrations and parties. ESU #13 will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.

Classroom snacks brought by parents. ESU #13 will provide or make available to parents a list of

foods and beverages that meet Smart Snacks nutrition standards.

Rewards and incentives. ESU #13 will provide teachers and other relevant ESU #13 staff a list of alternative ways to reward children or other comparable resources. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

Fundraising

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the ESU #13 campus during the program day.

Nutrition Promotion

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in ESU #13 meal programs. Students and staff will receive consistent nutrition messages throughout ESU #13, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by ESU #13 staff, teachers, parents, students and the community.

Nutrition Education

ESU #13 will teach, model, encourage and support healthy eating by all students. ESU #13 will provide nutrition education and engage in nutrition promotion that:

- is designed to provide students with the knowledge and skills necessary to promote and protect their health; and
- includes enjoyable, developmentally-appropriate, culturally-relevant and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and ESU #13 gardens.

Food and Beverage Marketing in Schools

Any foods and beverages marketed or promoted to students on the ESU #13 campus during the program day will meet or exceed the USDA Smart Snacks in School nutrition standards or, if stronger, state nutrition standards, such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

Food and beverage marketing is defined as advertising and other promotions at ESU #13. This term includes, but is not limited to the following:

- brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container;
- displays, such as on vending machine exteriors; corporate brand, logo, name or trademark on ESU #13 equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, ESU #13 will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that it is financially possible over time so that items are in compliance with the marketing policy.);
- corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by ESU #13;
- advertisements in ESU #13 publications or ESU #13 mailings;
- free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

As ESU #13/program nutrition services/Athletics Department/PTA/PTO reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by ESU #13 Wellness Policy.

Physical Activity

Children and adolescents should participate in physical activity every day. To the extent practicable, ESU #13 will ensure that its grounds and facilities are safe and that equipment is available to students to be active. ESU #13 will conduct necessary inspections and repairs.

Classroom Physical Activity Breaks (Elementary and Middle School) Students will be offered periodic opportunities to be active or to stretch throughout the day on all or most days during a typical program week. ESU #13 recommends teachers provide short (3-5-minute) physical activity breaks to students during and between classroom times at least three days per week. ESU #13 will provide resources and links to resources, tools, and technology with ideas for classroom physical activity breaks.

Other Activities that Promote Student Wellness

ESU #13 will integrate wellness activities across the entire ESU #13 setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. ESU #13 will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes. All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy program environments will be coordinated with and complementary of the Wellness Policy, including but not limited to ensuring the involvement of the ESU #13 Wellness Committee.

Community Partnerships

ESU #13 will develop, enhance, or continue relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this Wellness Policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the Wellness Policy and its goals.

Staff Wellness and Health Promotion

The ESU #13 Wellness Committee will have a staff wellness subcommittee that focuses on staff wellness issues, identifies and disseminates wellness resources and performs other functions that support staff wellness in coordination with human resources staff. Programs in ESU #13 will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. ESU #13 promotes staff member participation in health promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost. Professional Learning When feasible, ESU #13 will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and ESU #13 (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help ESU #13 staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing ESU #13 reform or academic improvement plans/efforts.

For more information on the ESU #13 Procurement Policy, please refer to Board Policy on our website (Article 6, Section 5.H)

Free and Reduced Meal Program

Applications can be completed to apply for free or reduced price meals based on Federal income guidelines. A new application must be completed each school year. An application is sent home in a mailing prior to the start of the school year. You may request an application anytime during the school year through the student's home district. All information provided on the Free and Reduced application will be kept confidential.

Student Accounts

A final lunch count will be taken and meals ordered from the contracted Food Service by the front office secretary at 9:00 A.M.

Lunch bills will be sent home with the student on the 1st school day of the month. Please make checks payable to ESU #13. Lunches will be billed the month after they are consumed. Parents can pre-pay for meals if so desired. Bills that are not paid after two months will result in students not able to purchase lunch until the balance is paid. Notification of this status will come from the Administrative Assistant.

Meal Prices

- Elementary Breakfast \$2.35
- Elementary Lunch \$3.30
- MS/HS Breakfast \$2.35
- MS/HS Lunch \$3.30
- Reduced Lunch \$.40
- Adult Lunch \$4.35

Special Diets

Students requiring special diets will need to fill out paperwork through the school nurse.

Lunches

Lunch will be served daily at the PbDTx. Students will have lunch between 11:30am -12:30 pm each day. Some students may be eligible for Free or Reduced Lunch based upon Federal guidelines. If your son/daughter wishes to bring lunch, they are welcome to do so. They may bring their lunch to the PbDTx administrative assistant. A Refrigerator is available at PbDTx to accommodate lunches brought from home. PbDTx staff will provide supervision throughout the lunch period with students making independent choices on seating and peer interaction.

Snacks

Snacks are provided in the afternoon. Students who cannot be appropriate with gum will no longer be allowed to chew gum in school. Students can have a piece of fruit anytime of the day. Students who require special diet items will be allowed to send a snack from home. Other snacks sent from home will be allowed on a case by case basis.

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:

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

This institution is an equal opportunity provider

Student Expectations

Student Dress Code

- Students are expected to wear clothing that is appropriate for a school setting
- Clothing must be school appropriate and not distracting in nature
- Shoes must be worn at all times (unless prior permission given or unless safety protocol is being followed)
- No hats, hoods, or sunglasses
- No bandanas or hair stockings
- No clothing with swear words or inappropriate images, including anything that promotes drug or alcohol use or anything that offends, or presents a problem for other students or staff
- No sagging or revealing clothing
- No skirts or shorts that are shorter than a 2 inches above the knee
- No tight or low cut garments
- No pajamas or slippers (all footwear must have a sole suitable for walking on the street)
- No inappropriate jewelry (spiked bracelets, jewelry that consists of weapons, etc.)
- No shirts that expose midriffs or expose a bra/straps in anyway
- Fresh or open self-harming cuts and sores must be covered
- Students not dressed appropriately will be given clothing to change into if available or they will need to have a parent/guardian bring them appropriate attire before returning to the community

School Expectations

- In addition to school rules aligned with our core values, PbDTx believes it is important to outline expectations set for all students
- Raise hand or notify educators before getting out of their seat or leaving class area
- Be quiet in the hallway and during transitions
- Always walk in the hallway
- Do not go into rooms, offices, and/or hallways without permission
- Complete a therapist request form to meet with your therapist outside your scheduled time
- Only one therapist approved stuffed animal/coping tool can be brought to school (prior approval required)
- Leave backpacks in the front office
- Clean up your area and space
- Only staff are allowed to unlock and/or open doors
- Sit in assigned or approved areas only
- Abide by ESU #13 technology policy
- Turn in phones and electronic devices to PbDTx Administrative Assistant staff first thing in the morning
- Do not bring items into the school from walks or time outside without permission
- Engage in public (not private) conversations with peers (includes refraining from passing notes)
- Personal money must stay at home

Panhandle Beginnings Day Treatment Rules

PbDTx Center's rules align with the four core values. In all settings, students are expected to abide the following rules:

- **Students will be Respectful**
 - Students will listen and follow directions
 - Students will respect themselves and others
 - Students will allow others to work
 - Students will respect personal boundaries
 - Students will take care of property
- **Students will be Responsible**
 - Students will complete their school work
 - Students will participate in activities
 - Students will work on their therapy goals
 - Students will be quiet in the hallways
 - Students will stay with staff at all times
 - Students will be in class everyday
 - Students will be on-time and ready to learn
- **Students will be Caring**
 - Students will use kind words
 - Students will be nice to each other
 - Students will be helpful to staff
 - Students will be helpful to peers
 - Students will respect others' therapy
- **Students will be Cooperative**
 - Students will engage in therapy
 - Students will focus on learning
 - Students will complete their work
 - Students will stay on task
 - Students will be quiet and calm during learning
 - Students will HAVE FUN!!

Student Rights and Responsibilities

Each student has the right to:

- Be informed of the rules, schedules, and procedures
- A safe school environment conducive to learning
- An environment that is free from sexual or physical harassment, humiliation, intimidation, and corporal punishment
- Express themselves as long as it is not obscene, slanderous, or threatens property or persons
- Review their file – Students and parents/guardians may review the file by following the client request process for ESU #13
- Items may be removed for the following reasons: information that may threaten the safety of the program, information which may result in other students being harmed, and information that could be psychologically damaging

Each student has the responsibility to:

- Respect themselves, others and school property
- Follow school rules
- Attend school daily, be on time, and participate fully in all classes
- Demonstrate respect for the building, property, staff, and students
- Accept the consequences of his/her behavior and actions
- Use the education and treatment provided to become a contributing member of society
- Refrain from using, possessing, buying or selling alcohol, narcotics, tobacco products, or other dangerous drugs on school property
- Refrain from and discourage others from possessing weapons and other dangerous objects at school

Addressing Behaviors

It is the belief of PbDTx that students can and will develop healthy habits and behavior if given the opportunity to build and practice skills. PbDTx uses a tiered approach as described below.

(See Also Student Conduct page 36)

Suspension Policy

(see Board Policy on page 36 for more information)

It is the belief of PbDTx that students requiring this level of care need to be at school to work on their treatment and education needs. Suspensions are decided on a case-by-case basis in an agreement with the therapist, Program Director and PbDTx Administration.

If a student is suspended, a re-entry meeting will be called. The Program Director, PbDTx Administrator, therapist, student, and parent/guardian will need to attend in order for the student to return to school. The student will need to help develop a plan detailing how they will make repairs and enter back into the community. The student will need to agree to participate in the plan upon their return.

Regulate

If a staff notices that a student is beginning to have difficulty in the classroom they will be offered dyadic regulation time. This may be walking in the hallway, going to the gym, outside, sensory room, etc. If the student engages in this regulation without argument, they will be able to return to the classroom immediately upon the staff's approval (i.e., once they display adequate regulation). If the student resists the regulation time and their behavior escalates, a 'step' is earned (see below) or they skip to the dignity room for regulation as a non-negotiable step.

Step

Steps are earned when behavior poses a minimal disruption and there are no safety concerns for the student or others.

Examples of behaviors earning a Step are, but not limited to:

- Inappropriate language
- Inappropriate body gestures or movements
- Disrespectful behaviors
- Shoving papers or materials off desk
- Refusing to follow directions
- Being loud in the hallway
- Talking back

Completing a Step

Staff verbally indicates that a student has a step and the reason for the step.

- Example: “Jack, you have a step for being disrespectful with your words.”
 - The student will be given time to take care of the step; however, too much time can lead to more restrictive consequences.
 - When the student is ready, the student will stand up and respectfully let a staff member know that they are ready to take care of the step.
- Example: “I’m ready to take care of my step.”
 - The staff member will ask why they are in a step and what actions need to be taken.
- Example: “I have a step for calling Jane a mean name. Next time I will ask her to be quieter.”
 - If needed, the student will apologize.
- Example: “Jane, I am sorry for calling you annoying.”

Collaborative Refocus

Collaborative Refocuses are earned when behavior poses a moderate disruption and no safety concerns for the student or others. PbDTx will utilize a Collaborative Refocus form to help students that are struggling. A Collaborative Refocus form will give the student the opportunity to process and plan strategies in order to re-engage in their education and treatment.

Examples of behaviors earning a Collaborative Refocus are, but not limited to

- Walking out of class
- Ongoing cussing
- Ongoing rude comments
- Turning off lights in the classroom or gym
- Going into classrooms, school rooms, or offices without permission
- Refusal to leave classrooms, school rooms, or offices when directed
- Engaging in disruptive behaviors which impacts or hinders the education of others
- Minor bullying
- Minor threatening
- Repetitive or multiple steps (three steps) for given behavior
- Disrespect towards themselves or others
- Disruption of the learning environment
- Struggling with school rules and expectations

Students will not be able to engage in certain activities until the Collaborative Refocus is completed.

Completing Collaborative Refocus

Students will complete a Collaborative Refocus form indicating the PbDTx Core Value(s) that were dishonored. Students will indicate what repairs need to be made (i.e., cleaning up a mess, apologizing, etc.). Students can have help from the staff when completing this form. Staff must approve the Refocus form by signing off on it.

Redirect

Redirect is earned to similar behaviors as a Support; however, the main difference is the student did not become dysregulated during the behaviors. The Redirect process encourages students to gain an understanding of how their behaviors impact others as well as their own treatment.

Redirect is completed in the same manner as Support with the Redirect worksheet. This worksheet focuses on the event, what skills the student used, what behavior did the student engage in, how did the behavior impact others, how did the behavior impact treatment, and what skills could be used in the future. In some cases, apologies or community services are also completed.

Support

When a student is unable to remain safe or follow program limits causing a disruption for other students, a student may be placed on Support. Support is designed to provide additional support to students that are demonstrating an inability to keep themselves safe. When placed on Support, the student will work closely with staff on completing tasks and will need to demonstrate safe behaviors over a period of time. Based on the nature of the event/incident that would result in placing a student on Support, a student will likely have restorative justice/repairs to complete.

A support form will be completed by staff in order to communicate how the student is progressing and to document a plan of how to meet the needs of the student in crisis. The final step of Support is completing a detailed reflection of the incident that occurred and allow the student the opportunity to identify what triggered the episode of escalation.

Examples of behaviors earning a Support are, but not limited to:

- Classroom needs to be cleared out due to disruptive or unsafe behavior
- Physical aggression
- Extreme verbal aggression
- Bullying
- Continuous, repetitive taunting of others
- Threats to cause harm to others
- Destroying a classroom, school room, or office
- Leaving the building without permission
- Going to the other side of the building
- Using items as weapons
- Property destruction
- Major disruption of the school community

Completing Support

Students complete Support independently with an assigned staff either in a classroom or in a separate location within the school. Using a Support Form, staff indicate the start and end time of support and the level of intensity. Students are expected to complete community service and apologize to those impacted by their behavior.

Reconnect

Reconnect is a time to address concerning behavior through a detailed therapeutic process. The purpose is to successfully reconnect the student back to day-to-day programming. Reconnect is completed with individual staff. There is no time limit. Students will receive therapeutic activities to reflect on the specific behavior.

Reconnect is decided on a case-by-case basis in an agreement with the therapist, Program Director and Program Administrator.

Completing Reconnect

Students complete in a separate location within the school setting with an individual staff member. If needed, staff will rotate through shifts during Reconnect. Students use their time to complete social and emotional learning activities relevant to their areas of need. In some cases, academic work is also assigned. In addition to learning activities, students must apologize to others, and have a check-out conversation with staff.

Physical Behavior Management

All PbDTx staff are certified in Crisis Prevention Intervention. If at any time, a student becomes unsafe to themselves or others, PbDTx staff may use approved nonviolent physical management in order to ensure safety and security. Physical managements are only used when all lower level interventions (verbal de-escalation, proximity, time, space, options, etc.) have been exhausted. staff will only engage in physical management when it is more unsafe to not intervene.

*Anytime physical management is used, parents/guardians will be notified.

Dignity Room

Dignity rooms are used for a variety of reasons for students at PbDTx. These rooms can be used for student breaks, regulation with 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. When in crisis sometimes students need individual time to help them calm down when in crisis and the dignity rooms are made to provide that space. Please see the below section regarding board policy on seclusion for more details.

Therapeutic Send Home

In the case that a student is not emotionally available to access treatment and education, a therapeutic send home may occur. This is decided on a case-by-case basis in an agreement with the therapist, Program Director, and Program Administrator. A therapeutic send home will be considered an excused absence.

Collaborative Problem Solving Meeting

A Collaborative Problem Solving Meeting is called when concerns arise about the student's behavior and/or performance at PbDTx. A Collaborative Problem Solving Meeting is a problem solving meeting that includes the student, parent/guardian, therapist, program administrator and/or program director, and any person that is considered to be a source of support for the student (e.g., case worker, GAL., teacher, and/or probation officer.)

Reasons for Collaborative Problem Solving Meeting

- Suspensions (which also require repairs to be completed)
- Concerns regarding absences; a student reaches 5 or 10 absences.
- Concerns regarding compliance with program and therapy

The Collaborative Problem Solving Meeting is a time for the student to take accountability for his/her behavior and actions. The student is given the opportunity to explain to all who are present, why he/she has had a Collaborative Problem Solving Meeting called. This is also the time to discuss how the student's support network and treatment team can help the student successfully complete the program. A successful Collaborative Problem Solving Meeting will involve the completion of a behavior plan or contract. Home school districts are regularly updated on Collaborative Problem Solving Meetings.

Should a student come to a Collaborative Problem Solving Meeting not prepared to openly, and in a positive way, discuss his/her issues, it may be required that a student reschedule the Collaborative Problem Solving Meeting when he/she is ready. A student will not be allowed to return to the treatment setting until a Collaborative Problem Solving Meeting has been held. In some cases, following a Collaborative Problem Solving meeting the team will decide that PbDTx is not the appropriate placement. In these cases, the school district will be given a 30-day notice regarding discharge.

Example steps for dealing with students behaviors:

1. One redirect without escalation
 - a. If escalation occurs move to step 2 (collaborative refocus)
2. Collaborative refocus (after redirecting twice)
3. 2nd collaborative refocus (1 SODAS)
 - a. If unsuccessful move to step 4 (supp207 form)

4. 1st support form
 - a. Will be in the ownership room for 20 minutes
 - b. SODAS (1 or 2 depending on the situation/effort, practice coping skills)
5. 2nd support Form
 - a. Will be in the ownership room for 30 minutes
 - b. SODAS (2 separate SODAS)
 - c. Accountability project (consult with Therapeutic Coordinator and Operations Coordinator)

*If in dignity room follow simple instructions (example setting back against the wall, following instruction and cleaning dignity room)

Destruction of Property

In the event a student destroys property at PbDTx in the form of, including but not limited to, holes in the walls, broken chairs, broken windows, damaged computers, printers, telephones, or any other item belonging to Educational Service Unit 13 or The Terry and Hazeldean Carpenter Intergenerational Center, the student will be held financially responsible for the full cost of said property. Police may be notified and charges may be pressed. At the discretion of the PbDTx team, a restitution plan may be developed in lieu of financial reimbursement.

Panhandle Beginnings Day Treatment Programming and Curriculum

Staff Training

The focus of this programming will include heavy emphasis on evidence based trauma informed practices. As appropriate behavioral strategies will be based on the components of Positive Behavior Interventions and Supports. All staff will receive training in intervention strategies focusing on special treatment procedures including de-escalation techniques and physical restraint (such as that described within the Nonviolent Crisis Intervention), to be used by educational staff as a last resort when a child is a danger to himself or others. Additional training will be provided to staff regarding evidence based practices to manage behaviors and provide support to youth within the classroom. Additionally, there will be a strong trauma informed component that is woven throughout the individual's experience within the day treatment. Specific therapeutically based training for staff working within the day treatment will include both the therapeutic and educational staff receiving comprehensive training on trauma informed practices. This training will also be provided to student families and student school district staff as part of the efforts to create a smoother transition to the student's home district as well as to build capacity within school district staff members.

Regular training for staff will occur on a weekly basis.

Educational Component Overview

All youth participating in this program will receive instruction by a certified teacher that is aligned with their curriculum in their local district. Youth enrolled in the Day Treatment Program who are verified as a student with a disability under IDEA (PL 92-142) and Nebraska Rule 51 will receive services from a provider who meets the additional requirements under Rule 51. Specially designed instruction in core areas will be provided to students at their instructional level. Methodology will be based on evidence-based strategies for supporting positive behaviors within the classroom while addressing root causes of behavior. Positive behavior support will be a component utilized within the overarching delivery model. Primary to the goals of this methodology is structuring the environment in a manner that makes problematic behaviors irrelevant, inefficient, or ineffective while at the same time encouraging the expression of functionally equivalent replacement behaviors and acquisition of and/or improvement of skills and behaviors that help the individual attain the same goals as the problem behaviors in a more acceptable manner.

Current research indicates effectiveness of this type of a multi-tiered based program delivered to students who receive their education in restrictive settings. Indicating that these levels of intervention better meet the diverse needs of students, and that at the very least, have the potential to increase the level of positive outcomes associated with students in restrictive settings above and beyond what has previously been achieved under more traditional general education approaches. Moreover, with the expectation that if and/or when appropriate students educated within the Day School/Day Treatment settings will be exited back into less restrictive environments, one of the benefits of infusing multi-tiered principles and

procedures into the delivery of services in restrictive settings is that staff will have individualized student data to inform and justify intensity/level of services while in treatment as well as exiting decisions, or conversely, help inform and justify decisions regarding maintenance or increases in the intensity of intervention efforts.

While it is understood that youth and their families may be struggling with a number of significant issues, educational services provided at Panhandle Beginnings will focus mainly on school functioning. Many youth and their families will require ongoing support from within, as well as outside the school system. To assist in the transition back to the home school, gradual reintegration may start with one or two classes in order to improve the chances of success. Regular communication and an identified point of contact for the youth and the family in the home school are also important.

Therapeutic Components

The therapeutic component will be guided by the Director of the ESU #13 Psychological and Behavioral Health Department..Therapeutic methods will be determined based on the clinical needs of youth, governed by service definitions and evidence based practices.

Given the high rate of ACE's within the population likely to be served within this level of care, therapeutic programming within Panhandle Beginnings will have a strong foundation in Trauma Informed Care (TIC). Hundreds of studies in several fields (e.g. child welfare, education, developmental psychology and psychiatry) have documented the negative effect ACEs, or adverse childhood experiences, including emotional, physical and sexual abuse, chaotic living situations (witness to domestic violence, neglect, divorce, trauma, poverty, etc.) on an individual's developing brain, altering neural systems that results in enduring emotional, behavioral, cognitive, social and physical problems. Additional studies have found that effective therapy for these conditions includes comprehensive treatment based on the fundamental principles of neurodevelopment and neurobiology with the underlying assumption that individuals' behaviors and overall state of regulation including emotional, behavioral, social motor and neurophysiological functioning are driven by neural integration. The therapeutic programming of PbDTx will be guided by a trauma informed approach that includes this methodology highlighting a developmentally sensitive, neurobiology-informed approach to clinical problem solving. Additionally, trauma informed care will be woven throughout the individual's overall experience within the day treatment and within psychoeducation provided to the families of students, as the integration of core principles of neurodevelopment and traumatology will guide the global interactions of all staff members with students in this program and will be emphasized within family education and therapeutic settings.

Day Treatment provides a medically necessary, community based, coordinated set of individualized treatment services to children/adolescents with mental health and/or co-occurring mental health and substance use disorder diagnoses whose symptoms interfere with their daily functioning in a school, work and/or home environment. The guidelines utilized within the PbDTx are based on best practice for the level of therapeutic services needed to effectively treat this population of youth.

Positive Behavioral Interventions and Supports

Positive Behavioral Interventions and Supports (PBIS) is an evidence-based, data-informed process that works to increase student achievement, school attendance, and academic success while decreasing challenging student behaviors. PBIS is a tiered framework for assisting school personnel in adopting and organizing behavioral interventions intended to support the success of all students. PBIS strongly emphasizes a positive, proactive approach to addressing behavioral issues and focuses on introducing, modeling, and reinforcing what students should do rather than waiting for misbehavior to occur before reacting. In PBIS, behavioral practices are combined with data to evaluate effectiveness of supports and guide programing decisions for reintegration into their resident district. PbDTx will incorporate PBis as appropriate within the trauma informed framework of the treatment programming.

- First Tier: Universal support for all students. Components will include, but are not limited to: clear behavioral expectations, social emotional learning instruction, and frequent positive reinforcement of appropriate behavior.
- Second Tier: Targeted support. These include, but are not limited to: self-management interventions, parent training, intensive social skills training and mentorship.
- Third Tier: Individual support. All students will have Functional Behavioral assessments and individual behavior management plans will be designed.

Reintegration

Reintegration will be decided on an individual basis as a team decision. Reintegration will be planned through team meetings once youth have met their goals that were determined at the initial placement meeting. Student-centered transitions, which take into consideration the needs of the receiving school, have been shown to be the most successful type of transition and will drive the reintegration process. This process will be individualized for students and will include a strong psychoeducational and behavioral health consultation component. It may include the periodic attendance of one school district identified employee (i.e. special education teacher, Para educator, behavioral technician, etc.) with the student to day treatment. This model of staff immersion/training would allow the district staff member to access a more in-depth view of the program components, increase their understanding of intervention application and acquire an in-vivo experience of successful de-escalation, behavioral management and conflict resolution strategies. This also allows more in-depth learning with regard to the application of TIC within the educational setting. Furthermore, for those districts wishing to access IOP services, the IOP program would allow the student to attend their home school with a slightly lesser intensity of therapeutic service, provide the educational staff continued in district support during the transition and respectively taper intensity of service as needed based on student progress.

Outreach

Due to distances even within the proposed service area, travel may make it difficult or impossible for a student to receive services at Panhandle Beginnings. A portion of the educational component would be an outreach specialist that could work with a local school to design a program in the local school. This specialist would also handle reintegration into the local district.

Communication of Progress

The facility staff will meet with families weekly to discuss progress. These meetings may occur in person or through phone or secure video conferencing. As appropriate, team meetings with the district staff will occur monthly at a minimum and increase in frequency as reintegration grows near.

Fire/Safety Drills and Emergency Procedures

Fire Drill: In compliance with State Fire Marshal regulations, PbDTx will hold monthly fire drills. During these drills, students and faculty will exit the building in a quiet, orderly fashion through the door that offers the safest exit. Students should then proceed to the basketball courts on the west side of the building at a safe distance from the building. Students are to remain in this area until they receive an all-clear signal from an authorized person.

SRP Drills: PbDTx utilized the Standard Response Protocol which is a uniform, planned, and practiced response to any incident. This response will be taught and practiced at least two times a semester with staff and students.

Tornado Drills: PbDTx will conduct tornado drills in accordance with the Carpenter Center. We will quickly and quietly proceed down to the interior hallway where all faculty and students will assume the position required for tornado safety. At the conclusion of the drill, we will quietly return to the PbDTx Classroom.

Notification of Rights Under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. The right to inspect and review the student's education records within 45 days of the day ESU #13 receives a request for access.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent, or eligible student, believes are inaccurate or misleading.

Parents or eligible students may ask the School District to amend a record that they believe is

inaccurate or misleading. They should write to the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If ESU #13 decides not to amend the record as requested by the parent or eligible student, ESU #13 will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by ESU #13 as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom ESU #13 has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, ESU #13 discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by ESU #13 to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202-4605

Staff Qualifications

The administration shall protect the confidentiality of personal information in records regarding personnel beyond salaries and defined directory-level information. Job application materials submitted by applicants, other than finalists, who have applied for employment, shall also be maintained as confidential records. Such confidential records information shall be released only to the extent required by law or as appropriate for the operations of ESU #13.

The following information is designated as "defined directory-level information" and may be given to parents or guardians of students served by ESU #13 upon request:

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

Information pertaining to certificated staff is also available online on the Nebraska Department of Education-Teacher Certification website.

Policy of Non-Discrimination/Harassment

(ESU #13 Board Policy Adopted 06/15/21 - Article 5, Section 1)

ESU #13 does not discriminate on the basis of any protected status in its programs and activities and provides equal access to designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. Complaints or concerns involving discrimination should be addressed to:

Crystal Smith, Human Resources Manager
4215 Avenue I, Scottsbluff, NE 69361
Phone: (308) 635-3696
csmith@esu13.org

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

ESU #13 is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination of any kind by ESU #13 employees, including co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated. All ESU #13 employees are expected to take prompt and appropriate actions to report and prevent discrimination. Employees who witness or become aware of possible discrimination must immediately report the conduct to his or her supervisor or the designated Compliance Coordinator.

Harassment

General Harassment

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

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

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

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

- a. Name-calling
- b. Teasing or taunting
- c. Insults, slurs, or derogatory names or remarks
- d. Demeaning jokes
- e. Inappropriate gestures
- f. Graffiti or inappropriate written or electronic material
- g. Visual displays, such as cartoons, posters, or electronic images
- h. Threats or intimidating or hostile conduct
- i. Physical acts of aggression, assault, or violence
- j. Criminal offenses

Sexual Harassment

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

- a. Unwelcome sexual advances or propositions;
- b. Requests or pressure for sexual favors; 212
- c. Comments about an individual's body, sexual activity, or sexual attractiveness;

- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body;
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol;
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc.; or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If ESU #13 knows or reasonably should know about possible harassment, including violence, ESU #13 will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If ESU #13 determines that unlawful harassment occurred, ESU #13 will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, ESU #13 will follow this policy and grievance procedure, within the scope of its authority.

ESU #13 is committed to offering employment and educational opportunities to its employees and students in a climate free of harassment. Accordingly, unlawful harassment of any kind by ESU #13 employees, including co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated. All ESU #13 employees are expected to take prompt and appropriate actions to report and prevent harassment. Employees who witness or become aware of possible harassment must immediately report the conduct to his or her supervisor or the designated Compliance Coordinator.

Anti-retaliation

ESU #13 prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in ESU #13's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

ESU #13 will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, ESU #13 will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

ESU #13 is committed to offering employment and educational opportunities to its employees and students in a climate free of retaliation. Accordingly, unlawful retaliation of any kind by ESU #13 employees, including co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated. All ESU #13 employees are expected to take prompt and appropriate actions to report and prevent retaliation. Employees who witness or become aware of possible retaliation must immediately report the conduct to his or her supervisor or the designated Compliance Coordinator.

Grievance (Complaint) Procedures

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

If the Compliance Coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the administrator for assignment. A discrimination complaint form is

attached to this grievance procedure and is available in the office of each ESU #13 building, on the ESU #13 website, and from the Compliance Coordinator.

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

The Compliance Coordinator will review and evaluate each grievance, complaint, or report to determine if such grievance, complaint or report is covered under Title IX. If such a grievance, complaint or report is covered under Title IX, then the Compliance Coordinator will follow the Title IX Grievance Procedures. For all other grievances, complaints or reports, the Compliance Coordinator will follow the following General Grievance Procedures.

Title IX Grievance (or Complaint) Procedures

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

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your supervisor or the supervisor of the offending person, the Title IX Coordinator, or the Human Resources Manager if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator or the Human Resources Manager, if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a supervisor.
4. For student reporters, contact any teacher.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator may file a formal complaint and begin the following complaint procedure.

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

Response to a Formal Complaint

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

TITLE IX COORDINATOR CONTACT INFORMATION

ESU#13 Compliance Coordinator/ Human Resources
4215 Avenue I, Scottsbluff, NE 69361
Phone: (308) 635-3696

The formal complaint must be signed by the complainant or by the Title IX Coordinator.

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

Upon receipt of a formal complaint, the Title IX Coordinator will follow procedures as outlined in Board Policy, Article 5, Section 1 (Non Discrimination).

For more information, please refer to Board Policy on the ESU #13 website.

Student Health and Wellness

Compliance with Nebraska Health Requirements

Nebraska State Law 79-214 (updated 2013) requires a physical examination by a physician, a physician assistant, or an advanced practice registered nurse, practicing under and in accordance with his or her respective certification act, within six months prior to the entrance of a child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade of the local school. This law also requires a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist within six months prior to the entrance of a child into the beginner grade or, in the case of a transfer from out of state, to any other grade of the local school.

State Law also requires (79-217, updated 2009) that all students, preschool through 12th grade be immunized for measles, mumps, rubella, poliomyelitis, diphtheria, pertussis, and tetanus by immunization prior to enrollment. Every student entering 7th grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products. Records of the dates of the immunizations are required before enrollment. Students are also required to provide a record of either the Varicella (Chicken Pox) vaccine or healthcare provider documentation of having Chicken Pox. In Nebraska, children can't attend classes in public or private school until the school has written proof of their immunizations status.

Exemptions with Immunizations

While there are exemptions to the immunization requirements, parents need to be aware that unvaccinated children are not the only ones at risk for contracting disease. When parents choose not to immunize, their decision affects every other child in the school as well as their own child. Many immunizations require multiple doses before a child builds up full immunity, and some children are not able to be vaccinated. These vulnerable children depend upon “herd immunity” for protection.

Exemptions to the vaccination requirement include:

1. A statement signed by a physician that the required immunization would be injurious to the student or members of the student's family or household. This form can be found at the Nebraska Department of Health & Human Services website:

<http://dhhs.ne.gov/Immunization/MedicalExemptionFromVaccinationRequiredForSchoolAttendance.pdf>

2. An affidavit signed by a legally authorized representative stating that the immunization conflicts with the tenets and practices of a recognized religious denomination of which the student is a member. This form can be found at the Nebraska Department of Health & Human Services website: <http://dhhs.ne.gov/Immunization/Religious-Affidavit.pdf>

Provisional Enrollment

Some immunizations call for multiple doses of vaccine. For students who have not completed all doses required, state statute allows them to be provisionally enrolled in school if they have received at least one dose of each of the required vaccines prior to enrollment and continue to get the remaining shots as rapidly as is medically feasible.

This means that school staff will need to track progress toward the completion of the required immunizations. Vaccine series do not need to be restarted if the child has a documented immunization record, even if it has been a long time since the last dose, just have the child finish the series. Please note that the health office will be keeping track. If there are any questions feel free to either contact the school nurse or the Nebraska Department of Health and Human Services at (402) 471-6423

****Please Note: Students with exemptions on file may need to be excluded from school if there is an outbreak of a vaccine-preventable disease.

Communication of Medical & Health Information

In spite of the fact that there are no medical services on the PbDTx campus, students in the Panhandle Beginnings Day Treatment program will have access to the school nurse from Educational Service Unit 13. The nurse develops and maintains a regular schedule of services to programs at several locations. Nebraska State Law requires that all students be immunized. These immunization records exist at the home school district. The nurse will secure these records with your assistance.

If you have medication needs during the designated program hours, please convey that information to the PbDTX Director or Administrator and School Nurse. We ask you to complete an emergency contact form to keep on file. Please take the responsibility to keep information on the emergency form up-to-date.

ESU #13 employs a full-time school nurse to monitor the health status of both students and staff. Please inform the school nurse if your child has a health history, such as Seizure disorders, Asthma, severe allergy reaction to foods, medications, or environmental factors such as bee stings, and hearing or sight problems and of any special medication your child might require. This information is included in the “Medical/Health Information Form”.

If your child needs a special diet for school lunch, please get a written order from your healthcare provider before school begins.

During inclement weather, outside times are reduced or eliminated. Otherwise, students are expected to go outside for portions of the regulation periods. If your child needs special arrangements for health reasons (greater than 3 days), please send a note to the child's teacher. If this is to cover an extended period of time, a doctor's permit will be required.

wellness at (308) 635-3696.

Medications

(ESU #13 Board Policy Adopted 5/18/21- Article 6, Section 5.B)

The administration of prescription and non-prescription medication to students is to be limited to medications that must be taken while students are participating in ESU #13 programs or otherwise under the control and jurisdiction of the ESU #13. All medications administered by ESU #13 personnel shall be administered in accordance with the Medication Aide Act.

If at all possible, all prescription and non-prescription medications should be given at home outside of school hours by the parent or by other responsible parties identified by the parent. However, ESU #13 recognizes that some medication regimes necessitate the administering of medication during school hours; therefore, a safe and effective means of administering the medication is required.

1. Authorizations for Prescription Medications. Prescription medications may be administered when the following are on file with ESU #13:
 - 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 and a corrected label must be obtained if orders differ from those listed on the packaging.
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 Administrator's 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 #13 personnel and picked up by the caretaker. When medication is received, the amount received should be

documented. Medication which is either past the expiration date or not claimed by the parent a reasonable time following the student's departure from the ESU #13 program shall be destroyed. Procedures for destroying medication shall include witness and documentation.

7. Administration of Medication by ESU #13 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 #13 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 ESU #13 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 #13 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 #13 personnel administering the medication shall comply with the written directions.

iii. Injections: School nurses will ordinarily be responsible for medication 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: ESU #13 may refuse to give a medication if after a reasonable and prudent research by ESU #13 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 #13 personnel refuse to carry out a request to administer medication, the Administrator or Administrator's 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.

Routine Illnesses

The Nebraska Department of Health & Human Services recommends that public/private schools follow these practices, in order to keep illnesses from spreading throughout the schools. Please:

1. Keep your child home if they are ill. This will help eliminate the spread of diseases/infections to other students and staff.
2. If your child has a temperature of 100 degrees or higher, please keep them home until the fever has been gone without fever-reducing medication for 24 hours.
3. If your child has vomited or has diarrhea, please do not send them to school until 24 hours have passed since the last occurrence. Children who show any of these symptoms at school, parents will be called and asked to pick up their child immediately.

Children returning to school after having any illness that has required the child to miss 5 consecutive days of school must have a permit signed by a physician to re-enter school. Absences of any length that is due to any contagious or infectious disease such as Impetigo, Ringworm, Rash, Mononucleosis, Chicken pox, etc, will require a doctor's permit to return to school. Parents will be called to pick up a child returning without a doctor's permit. This is necessary to protect other students from being exposed. If you have any questions regarding if your child will need a note from a doctor before returning to school please contact the school nurse.

Emergency Medical Aid at Panhandle Beginnings Day Treatment (Board Policy Adopted 12/15/20 - Article 6, Section 5.E.)

When a student is receiving services in a program under the control or supervision of ESU #13, ESU #13 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 #13 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.

PbDTx Process for Injury and Illness

Staff who are supervising injured or ill students will be responsible for getting the proper care for the student. Office personnel can assist in obtaining the proper care. At no time are supervising personnel to leave an assigned duty station, whether it be classroom, gym, playground, etc. A messenger service will be utilized to request assistance from the office.

In the event of an injury or illness that may be serious, it is essential that the school nurse be contacted for assistance. Parents will also be informed of the situation, if possible. If parents cannot be reached, other individuals named on the emergency information card will be contacted.

If it is perceived that a student is in an emergency medical situation, an ambulance will be summoned to the scene whether the school nurse has arrived or not. The parents will be notified as quickly as possible, if such an event occurs. The school nurse may contact and act upon direction given by the child's family physician

Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions

(Board Policy Adopted 12/15/20 - Article 6, Section 5.C.)

It is the policy of ESU #13 to follow the Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Emergency Protocol) and related policies of the school in which ESU #13 provides services in the school ESU #13 facilities.

Each employee who is or will be providing services to students in an accredited school, an approved school, or to children in an approved early childhood program, is to be provided with the following:

1. information about the existence of the Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Emergency Protocol) established by the Nebraska Department of Education and adopted by ESU #13;
2. access to a copy of the Emergency Protocol form and either a copy of the school's signed Emergency Protocol or directions to obtain such from the school administrator;
3. information about the availability of a school nurse and, if one is not available, who at the school site where services are being provided is a designated trained nonmedical staff member for purposes of implementing the Emergency Protocol;
4. information about the whereabouts within the school building where the employee is providing services of the equipment and medication necessary to implement the Emergency Protocol in the case of any student or school staff emergency, including the location of an IM EpiPen-Jr. or adult EpiPen, or the school official who is to be contacted to obtain such information;
5. appropriate direction and instruction so that an employee who may be involved in an Emergency Protocol response provides appropriate and accurate information to the appropriate school official, in order that the school may maintain records of administration of medication by school staff as required;
6. inform and provide the employee of any written request from a parent or guardian of a minor student served by the employee, directing that such minor student not receive emergency treatment under the protocol.

Panhandle Beginnings Day Treatment Protocol

State regulation requires that our school be prepared to implement an emergency treatment plan, called a protocol, anytime a student or staff member experiences a life threatening asthma attack or systemic allergic reaction (anaphylaxis).

If you know that your child has asthma or a known allergy, it is critically important that you communicate this information to our school staff. This information is asked on the "Medical/Health Information Form". The school nurse will work with the family and treating physician to complete the appropriate Asthma and/or Anaphylaxis Action Plan. For each student with a known allergic reaction or asthma, you must provide the school with (1) written medical documentation, (2) instructions, and (3) medications as directed by a physician. For example, if your child has had a severe allergic reaction to bee stings it is imperative that your student has his/her own action plan, their own medication such as an EpiPen and the instructions on how to administer the medication. The school does have Epi-Pens on site; however, if a student has a known allergic reaction that requires the administration of an Epi-Pen that student is required to get a prescription from their physician. In the event that your student experiences a life threatening asthma attack or systemic allergic reaction, we will defer to the specific documents and medication that you have provided. If you do not have medical documents and instructions on file with the school for your student, we will defer to the regulatory protocol described below. If, for whatever reason, you do not want your student to receive the life-saving emergency treatment under the protocol, you must file your written objection with the school.

The standing protocol requires that 911 is called first. After that call is made, an Epi-Pen injection will be given and then Albuterol is provided through a nebulizer. An Epi-Pen is a small pre-filled, automatic injection device that resembles a highlighter. It is used to deliver Epinephrine. Epinephrine is a medication that is used to bring quick relief by improving breathing and lung function. Albuterol is another medication that is used to bring quick relief by improving breathing and lung function. Albuterol

is another medication that is used to bring breathing relief (commonly found in metered-dose inhalers). The nebulizer is a machine that mixes Albuterol with air to provide a fine mist (aerosol) for breathing in through a mask or mouthpiece.

Student Self-Management of Asthma, Anaphylaxis, and Diabetes

(Board Policy Adopted 12/15/20 - Article 6, Section 5.D.)

Students with asthma, anaphylaxis or diabetes will be permitted to self-manage such medical conditions while participating in programs operated by ESU #13 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.

Student Conduct

Panhandle Beginnings Day Treatment students will be held accountable for their home district's handbook policies. Students should receive their home district's handbook directly from the district.

Panhandle Beginnings Day Treatment students will engage in safe, responsible and respectful behavior in all treatment center settings. While students are working toward optimal regulation as part of their treatment within this program, extreme aggressiveness, excessive profanity, and inappropriate gestures are not acceptable. Students will treat staff members, other students, and visitors with respect. Students will respect the privacy, personal property, and personal space of their classmates. Students will dress appropriately. Shirts displaying drug and alcohol messages are not permitted, and undergarments should not be seen.

Suspension, Removal, More Restrictive Placement and Other Disciplinary Circumstances for Students Receiving Services from ESU #13

(Board Policy Adopted 12/15/20 - Article 6, Section 3.D.)

This policy is being adopted on the recognition that the law distinguishes verified special education students from those who are not so verified. Likewise, this policy is being developed out of the recognition that ESU #13 is a contract provider of services whether by sending personnel to the various ESU #13 area schools or whether by or through its own programs and schools providing full or partial service to students on behalf of districts with whom it is contracted. Therefore, ESU #13 has an obligation—for its part and for any children over whom it has exclusive control or for whom any school district served by contract has agreed with ESU #13 to be governed by its policies pertaining to student discipline and appropriateness of educative placement to afford all rights required under applicable laws, regulations and respective Board policies of ESU #13 and the school districts involved by contract with any student served as hereinabove enumerated—to act in a legal and consistent manner on the part of such children.

It shall also be the policy of ESU #13 by the enactment of this policy to notify the school districts it serves of ESU #13 policy pertaining to student disciplinary matters as herein enumerated and to encourage all of the school districts it serves by whatever method the Program Administrator or Program Director deems appropriate to coordinate their efforts with those of ESU #13 in assuring that all applicable statutes, regulations, and district or ESU #13 policies are complied with, and to reasonably assure that the contracts between ESU #13 and the schools served enumerate the respective responsibilities of the district and ESU #13 when policies are adhered to by the schools served and to contrast ESU #13's responsibility when such policies are not followed by the contracting districts.

1. In recognition that certain children served by contracts with ESU #13 personnel are neither verified nor certifiable as special education students who engage in conduct contrary to the policies or rules governing student conduct of any schools served or where not applicable by any rules of conduct enumerated in State Statutes²²² or Board policies of ESU #13, such students shall

be dealt with in accordance and under the procedures provided by State Statute 79-255, et. seq., as such statute may be from time to time amended.

2. As to all students who are served in programs of ESU #13 and which students are verified or certified as individuals with disabilities under any recognizable disability described by any applicable statute or regulation and as to all students who are served by any ESU #13 employee in any school which a student is verified or certified as having a disability recognized under any applicable statute or regulation, the procedure for determining the appropriate disciplinary method shall be as follows:
 - a. When any infraction of any applicable rule or regulation of student conduct or any statute declaring such conduct to be unlawful or contrary to law constitutes grounds for disciplinary action by any such statute, regulation or policy, the school district where applicable and ESU #13 may suspend the student for up to ten (10) consecutive days. If a suspension results in a cumulative total of more than ten (10) days of suspension in a school year, all due process and other procedural requirements of 92, NAC 51 shall apply. Prior to any suspension, notice of such suspension shall be sent within twenty-four (24) hours by certified or registered mail or by hand delivery to the caretaker and where applicable to the administrator or director of the school involved. If the student is eighteen (18) years of age or older, notice shall also be sent to the student.
 - b. Emergency exclusion or removal of individuals with disabilities
If, in the opinion of Program Administrator or Program Director, a student is found to present a danger to others or to their property or if he/she presents a danger of an ongoing threat to the disruption of the academic processes of others or if he/she presents a physical danger to himself, such student may be without notice excluded for the duration of the emergency situation. Within twenty-four (24) hours of the student's emergency exclusion, the Program Administrator or Program Director shall provide written notice to the parent and/or guardian and to the student if over the age of eighteen (18). The notice shall set forth the charges and the time, date, and place of the IEP meeting specifying the purpose and the participants in such meeting and request the parent and/or guardian and if appropriate the student to attend the IEP meeting. Such notice of emergency exclusion may be delivered by registered or certified mail, return receipt requested or by personal delivery by the administrator or director to the caretaker and student when applicable.

An IEP team meeting shall be convened if possible within the exclusionary period and shall be conducted in accordance with all standard procedures as established in 92, NAC 51 or other applicable rule(s).

The IEP team shall review the student's program and shall determine if the disability is a precipitating factor of the inappropriate or prohibited behavior. That decision shall be recorded on the IEP and that information shall be used, if necessary, to revise the student's IEP to reflect the need for the use of exclusion as a disciplinary tool or management strategy, to modify the educational program if required, to change the educational placement of the student if appropriate or to indicate that the disability is not a precipitating factor, and to serve as a basis for notifying the student's parent and/or guardian or reaffirming to them if they have already been so notified that the student is expected to behave in accordance with the rules established in the school district's code of conduct or where applicable in accordance with the guidelines of student conduct as set forth within the program operated by ESU #13. The parents shall be notified of the IEP team's decisions if they have not participated in the IEP team meeting, such notice to be sent by registered or certified mail or by personal delivery by the administrator or director.

The attending teacher or certified ESU #13 employees shall notify the Program Administrator or Program Director of such a person of all emergency exclusions within twenty-four (24) hours by forwarding a copy of such fact.

3. Prohibition against long-term suspension and expulsion of individuals with disabilities and requirement to follow procedural safeguards when any change in placement occurs.
ESU #13 recognizes that long-term suspensions and expulsions of individuals with disabilities as the terms long-term suspension and expulsion are defined in state statutes pertaining to non-

disabled students have been defined by numerous federal court decisions to constitute a change in placement. ESU #13 also recognizes that with a change comes a legal obligation to provide certain procedural due process rights to the student before any change in placement occurs. ESU #13 further recognizes that a series of short-term suspensions may become a long-term suspension or deemed a change of placement pursuant to 92 NAC 51, and for that reason one short-term suspension shall be limited to a cumulative total of ten (10) days or less in a single school year unless additional days are authorized by state or federal law or regulation. ESU #13 further recognizes that the federal regulations pertaining to individuals with disabilities provides a hierarchy of restrictive placement such hierarchy being as follows:

- a. a regular classroom in a regular school
- b. a special classroom in a regular school
- c. a special school
- d. a homebound program
- e. an institutional placement

When in the judgment of the IEP team the behavior of a student becomes so inappropriate, disruptive or violative of any regulation or policy pertaining to the operation of a service, school, program or other kind of educational service that the student's ongoing participation in his present placement will be inappropriate for him and violative of the rights of other participants, then an IEP meeting shall be convened to determine what manner of more restrictive placement would be reasonably calculated to provide an appropriate education for the student in question. The student, subject to any emergency removal or exclusion for the protection of himself/herself or other students, shall remain in the placement designated in the IEP at the time the behavior of such student becomes inappropriate until such time as an agreement with the caretaker, the school district, and ESU #13 can be reached about a change in placement or until the issue of the appropriate placement has been litigated through all appropriate procedures. Under no condition, solely within the control of ESU #13, shall the total cessation of educational services to any student for whom ESU #13 is responsible for being permitted to occur. In the event that due to circumstances beyond the reasonable control of ESU #13 to notify any other applicable agency or school district with which it is contracted that any litigation resulting from any cessation of service occurring contrary to the judgment of ESU #13, to withdraw the services and personnel of ESU #13, and to immediately notify such school district or other agency that as a result of such action contrary to ESU #13's policy that ESU #13 will assume no further responsibility of whatsoever nature for any consequences whether legal or otherwise occurring as a result of such cessation of such services.

4. Notwithstanding any other section of this policy, school personnel may order a change in placement of a student with a disability to an appropriate interim alternative educational setting for the same amount of time that a child without a disability would be subject to discipline, but for not more than forty-five (45) days if:
 - a. the child carries or possesses a weapon to or at school, on school premises, or to or at a school function under the jurisdiction of a state or a local educational agency; or
 - b. the child knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function under the jurisdiction of a state or local educational agency.

Use of Restraints and Seclusion

(ESU #13 Board Policy Adopted 12/15/20 - Article 6, Section 3.C.)

This policy sets forth the requirements, restrictions and procedures related to the use of physical restraints and seclusions.

1. 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.

Seclusion is distinguishable from an in-school suspension, in which other students or adults may be present. While students are required to remain in the in-school suspension area, the students are not physically prevented from leaving.

2. Physical Restraint

a. *Physical restraint may be used in the following circumstances:*

1) 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;

i. 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 and intent to carry out the threat.

ii. 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.)

2) 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

3) 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.)

b. *Physical restraint may not be used:*

1) when a known medical or psychological condition contraindicates its use; and

2) as a form of punishment.

c. *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.

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.

d. *Timeline*

Physical restraint is to be used only as long as necessary to resolve the reason for which it was initiated.

e. *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 ESU #13 or by an external entity and shall include, but need not be limited to:

1) 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;

2) 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;

3) the simulated experience of administering and receiving a variety of physical restraint techniques, ranging from minimal physical involvement to very controlling interventions;

4) instruction regarding the effects of physical restraint on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;

5) instruction regarding documentation and reporting requirements and investigation of injuries and complaints; and

6) 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.

3. *Seclusion*

Seclusion may be used in the following circumstances:

1) 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;

2) 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;

3) 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

4) the student has an IEP or a Behavioral Plan which provides for the use of seclusion in circumstances other than the foregoing. If it is anticipated that seclusion may need to be used with a special education student, the IEP team is to discuss and include use of seclusion in the student's IEP if the IEP team determines use of seclusion to be appropriate. (Note: IEPs or Behavioral Plans should not provide for use of seclusion except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Seclusion may not be used:

- 1) when a known medical or psychological condition contraindicates its use; and
- 2) 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:

- 1) 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;
- 2) 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);
- 3) 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;
- 4) 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; and
- 5) 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:

- 1) An adult who is responsible for supervising the student shall remain within close proximity of the enclosure.
- 2) 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.

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.

4. Documentation and Evaluation

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 temporary record. The student's case manager, if any, 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; and
- 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.

Notification of Administration

The Program Administrator or Program Director shall be notified of the incident as soon as possible, but no later than the end of the school day on which it occurred.

Notification of Parent or Guardian

Within 24 hours after use of seclusion or physical restraint, the Program Administrator or Program Director shall send written notice of the incident to the student's parents or guardians, unless the parent or guardian has provided ESU #13 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.

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 temporary student

record.

Safety

Safety at ESU #13 PbDTx is a priority. In the event one of the following occurs, staff will respond as indicated:

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

In all cases listed above, parents/guardians and the resident school district will be notified as soon as possible. With follow up incident documentation completed.

It is the goal of the PbDTx staff and students to maintain safety at the treatment center. As such, they may contact the local police department in safety related situations requiring emergency assistance. Parents and the involved students' home school district will be notified when police involvement is necessary.

Leaving the Grounds

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

1. Local law enforcement will be called (and program administrator and director 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 the treatment center
3. Staff will follow student to keep them visible
4. Parent/guardian will be notified
5. Students home school district will be notified
6. Police report will be given
7. If a youth leaves or attempts to leave the treatment center grounds and is observed to be in danger of harm to self or others, restraint may be utilized as deemed necessary to maintain the safety of the student or others

Weapons

(ESU #13 Board Policy Adopted 12/15/20 - Article 6, Section 4.E.)

The Board of ESU #13 believes weapons and other dangerous objects and look-alikes in ESU #13 facilities cause material and substantial disruption to the ESU #13 environment or present a threat to the health and safety of students, employees and visitors on the ESU #13 premises or property within the jurisdiction of the ESU #13.

Weapons and other dangerous objects and look-alikes shall be taken from students and others who bring them onto the ESU #13 property or onto property within the jurisdiction of the ESU #13 or from students who are within the control of the ESU #13. For purposes of this policy, the term "dangerous object"

includes any personal safety or security device (such as tasers, mace and pepper spray). This prohibition includes persons with a permit to carry a concealed handgun. Possession of a weapon includes, without limitation, a weapon in a person's personal possession or control, including a weapon in a desk, locker, backpack or purse. A person who is uncertain as to what constitutes a "dangerous object" under this policy is strongly encouraged to contact the Program Administrator or the Program Director in advance of such person bringing the item onto ESU #13 property. Any person found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

Parents of students found to possess weapons or dangerous objects or look-a-likes on ESU #13 property shall be notified of the incident. Confiscation of weapons or dangerous objects shall be reported to the law enforcement officials, and students will be subject to disciplinary action including suspension

or expulsion.

Students bringing firearms to the ESU #13 or knowingly possessing firearms at the ESU #13 may be expelled for a period of not less than one year. Students bringing to the ESU #13 or possessing dangerous weapons, including firearms, will be referred to law enforcement authorities. The Program Administrator or Program Director shall have the authority to recommend this expulsion requirement be modified for students on a case-by-case basis.

Weapons under the control of law enforcement officials shall be exempt from this policy. Firearms also may be possessed by a person for the purpose of using them, with the approval of the ESU #13, in a historical reenactment, in a hunter education program, or as part of an honor guard. The Program Administrator or Program Director may allow authorized persons to display weapons or other dangerous objects or look-alikes for educational purposes. Such a display shall also be exempt from this policy.

Panhandle Beginnings Day Treatment Protocol

For purposes of the portion of this policy, the term "firearm" includes, but is not limited to, any weapon which is designed to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, a muffler or silencer for such a weapon, or any explosive incendiary or poison gas.

When appropriate, law enforcement may be requested for assistance.

Searches, Seizures, & Arrests

(ESU #13 Board Policy Adopted 12/15/20 - Article 6, Section 4.B.)

ESU #13 property is held in public trust by the Board. ESU #13 authorities may, without a search warrant, search students, protected student areas, or vehicles driven by students parked on ESU #13 property based on a reasonable and definable suspicion that an ESU #13 policy, rule, regulation or law has been violated.

The search shall be in a manner reasonable in scope to maintain order and discipline in the schools, promote the educational environment, and protect the safety and welfare of students, employees and visitors to the ESU #13 facilities. The furnishing of a locker, desk or other facility or space owned by the ESU #13 and provided as a courtesy to a student, even if the student provides the lock for it, shall not create a protected student area and shall not give rise to an expectation of privacy with respect to the locker, desk or other facility.

ESU #13 authorities may seize any illegal, unauthorized or contraband materials discovered in the search. Items of contraband may include, but are not limited to, non-prescription controlled substances, marijuana, cocaine, amphetamines, barbiturates, apparatus used for controlled substances, alcoholic beverages, tobacco, weapons, explosives, poisons and stolen property. Such items are not to be possessed by a student while they are on ESU #13 property or on property within the jurisdiction of the ESU #13; while on ESU #13 owned and/or operated transportation; while attending or engaged in ESU #13 activities; and while away from ESU #13 grounds if misconduct will directly affect the good order, efficient management and welfare of the ESU #13.

Possession of such items will be grounds for disciplinary action including suspension or expulsion and may be reported to local law enforcement officials. The Board believes that illegal, unauthorized or contraband materials may cause materials and substantial disruption to the school environment or presents a threat to the health and safety of students, employees, or visitors on the ESU #13 premises or property within the jurisdiction of the ESU #13.

The Program Administrator or Program Directors may release a minor student into the custody of a law enforcement officer upon presentation of a court order or warrant for the student's arrest, or to remove a student from the ESU #13 premises if the officer or Program Administrator or Program Director has reason to believe that the student has violated the law.

The Program Administrator or Program Director or designee will immediately attempt to notify the parent/guardian or responsible relative of the student's release and the place to which the student is

reportedly taken, except in cases of child abuse.

The appropriate program Administrator or Program Director 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.

Assault

If criminal charges for assault have been formally filed against any student, on the basis of alleged criminal conduct committed on ESU #13 premises or within the scope of the ESU #13 setting, the student shall be suspended, without prejudice, pending the outcome of the trial. No hearing regarding or evaluation of the alleged conduct shall be made until the criminal matter is dismissed or decided.

Anti-Bullying Policy

(ESU #13 Board Policy Adopted 12/15/20 - Article 6, Section 4.C.)

One of the missions of ESU #13 is 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 Program Administrator, Program Director, 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 ESU #13.

Tobacco-Free School

(ESU #13 Board Policy Adopted 12/15/20 - Article 6, Section 4.F.)

The use of tobacco products is prohibited in all buildings and all vehicles owned or under the control of ESU #13. Smoking is also prohibited in any outdoor areas where others may be affected by smoke, including areas near the entry of buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (including electronic nicotine delivery systems), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Panhandle Beginnings Day Treatment Drug & Alcohol Policy

Panhandle Beginnings Day Treatment prohibits the distribution, dispensing, manufacture, possession, use, consumption, or being under the influence of beer, wine, alcohol, tobacco, other controlled substances, or "look alike" substances that appear to be tobacco, wine, alcohol or controlled substances by students while on school district property or on property within the jurisdiction of the school district; while on school owned and/or operated transportation; while attending or engaged in school activities; and while away from school grounds if the misconduct will directly affect the good order, efficient management and welfare of the school district.

Violation of this Panhandle Beginnings Day Treatment policy by students will result in disciplinary action including suspension or expulsion. Use, purchase or being in possession of cigarettes, tobacco or tobacco products for those under the age of eighteen, may be reported to the local law enforcement authorities. Possession, use or being under the influence of beer, wine, alcohol and/or of a controlled substance may also be reported to the local law enforcement authorities.

Based on reasonable suspicion of a student's drug or alcohol use, Panhandle Beginnings Day Treatment

will administer appropriate drug or alcohol tests that may include saliva testing. This will be based on the identified students' home school district policy

Notice of Surveillance

(ESU #13 Board Policy Adopted 12/15/20 - Article 6, Section 8.F.)

ESU #13 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, regulation rooms, parking lot and other common areas in and around ESU #13 where privacy is not expected.

Purpose

The ESU #13 Board authorizes the use of video cameras and other passive electronic measures (such as motion detectors) for the purposes of ensuring the health, welfare and safety of staff, students and visitors, safeguarding ESU #13 facilities and equipment, and maintaining student discipline and an appropriate educational and work environment.

Placement

Video cameras and similar devices are authorized to be used in Unit facilities, Unit vehicles, and other places within the control of ESU #13. The locations in which the devices will be placed and the times the devices will be in use are to be determined by the Program Administrator, Program Director, or the ESU #13 Administrator or designee consistent with the purposes set forth in the Policy. The devices shall not be placed or operational in locations in which individuals have a high expectation of privacy, such as restrooms.

Notice

Notice of the fact that video surveillance cameras are being utilized shall be given through appropriate mechanisms, such as by posting signs in the building entry and other locations and by including a notice in the student-parent and employee handbooks.

Viewing Monitors and Video Recordings

Monitors used to view video recordings are to be located and positioned such that only authorized personnel are able to see the images on the monitors. Only authorized personnel shall be allowed to view recorded video. Authorized personnel for these purposes are the Program Administrator, Program Director, the ESU #13 Administrator or designee, and the ESU #13 Technology Department personnel responsible for the technical operations of the system (for technical purposes only). In some limited circumstances, the Program Administrator, Program Director, or the ESU #13 Administrator or designee may authorize supervised viewing of surveillance cameras and recorded video by other designated staff members.

The Program Administrator, Program Director, and the ESU #13 Administrator or designee may allow law enforcement officers to view monitors and recorded video when such is consistent with school security and discipline and consistent with law.

Students shall not be permitted to view the monitors. Students shall not be permitted to view recorded video except where the individual student is the focus of the recorded video.

Use of Video Recordings

Video records may be used as a basis for student or employee disciplinary action and for making reports to law enforcement.

Video Recordings as Education Records

Video recordings which are considered to be "education records" within the scope of the Family Educational Rights and Privacy Act (FERPA) shall be maintained in accordance with FERPA and other applicable laws. A video recording may be considered an education record when a specific student is the focus of the video recording.

For example, if the video recording shows a student violating a school rule, the video recording is an education record of that student. It may be viewed on request by that student's parent (or the student if age 18 or older). The video recording may not be viewed by, nor will a copy be given to, others without the parent's written consent unless a FERPA exception exists.

In the event more than one student is a focal point of the video recording, it may be an education record of each such student. This would be the case, for example, if two students are recorded fighting. In that event, the school would allow both sets of parents an opportunity on request to view the video, but will not give a copy of the video to either set of parents without the written consent of the other student's parent.

Maintaining Video Recordings

Video recordings shall be retained for 30 days or until determined that no incident has occurred. If an incident has been recorded, the recording will be transferred and retained concurrently with the incident file. Video recordings that contain personal information shall be securely stored in the ESU #13 network data centers and, when such recordings are no longer needed or required to be maintained, shall be properly disposed of or erased.

Maintaining the Integrity of the Video Surveillance System

The ESU #13 Technology Department shall be responsible for checking the video surveillance system on a weekly basis to ensure it is operating properly. Students or staff who vandalize, damage, disable, or render inoperable surveillance cameras or equipment, or use the video surveillance system in a manner that is not consistent with the purposes set forth in this Policy, shall be subject to appropriate disciplinary action (up to and including expulsion for a student and termination for a staff member) and referral to appropriate law enforcement authorities.

Student Welfare

Asbestos

(ESU #13 Board Policy Adopted 04/21/20 - Article 4, Section 6.C.)

In compliance with the Toxic Substances Control Act, it shall be the policy of ESU #13 to follow the Asbestos Hazard Emergency Response Act (AHERA) regulations concerning the inventory and management of asbestos containing materials within the buildings on the ESU #13 premises as follows:

1. Appoint and train a designated person who will be responsible for the management of all asbestos-related activities.
 - a. Ensure that inspections, re-inspections, periodic surveillance, and response actions are completed in accordance with regulations.
 - b. Inform workers and occupants of AHERA activities annually.
 - c. Supply proper notification of asbestos locations to short-term outside contractors/workers.
 - d. Post all required warning labels.
 - e. Notify all employees, parents/guardians, and the public in general that there is an asbestos management plan, which can be reviewed upon request.
 - f. Maintain complete up-to-date records relating to the following activities:
 - 1) All asbestos-related training.
 - 2) All renovation, remodeling or demolition that may involve asbestos.
 - 3) All asbestos abatement activities including operations and maintenance, encapsulation, encasement and removal.
 - 4) All disposal manifests and records of disposed asbestos.
 - 5) All notifications to parents/guardians, employees and students regarding the presence of asbestos.
 - 6) All air procedures, which may involve asbestos contact.
 - g. Ensure that all employees under the direction of the designated person are completely knowledgeable of the respiratory protection requirements, that they wear the appropriate respiratory equipment according to instruction, and that they maintain the equipment in a clean and operable condition.
- h. Select and approve respirators, replacement respirator filters, prefilters, and other

necessary replacement parts.

2. Ensure that all members of the maintenance and custodial staff receive training prior to conducting activities that may disturb asbestos.
3. Ensure that all maintenance employees who are hired after the implementation plan be trained within sixty (60) days after the commencement of employment.
4. Maintain a complete up-to-date copy of the management plan in the Administrative Offices.

Abuse & Neglect

(ESU #13 Board Policy Adopted 12/15/20 - Article 6, Section 3.A.)

Everyone has a responsibility to report abuse or neglect. In Nebraska, everyone is a mandatory reporter. This means physicians, medical institutions, nurses, school employees, social workers or any other person who has reasonable cause to believe that a child or vulnerable adult has been subjected to abuse or neglect, or observes such child or vulnerable adult being subjected to conditions or circumstances which reasonably would result in abuse or neglect are required by law to make a report to the Abuse and Neglect Hotline **(800-652-1999)** and/or Law Enforcement (if an emergency exists). (Nebraska Revised Statute 28-711)

Definitions of Child or Vulnerable Adult Abuse and Child or Vulnerable Adult Neglect (Nebraska Department of Health and Human Services):

Physical abuse: Non-accidental physical injury (ranging from minor bruises to severe fractures or death) as a result of punching, beating, kicking, biting, shaking, throwing, stabbing, choking, hitting, burning or otherwise harming a child or vulnerable adult, that is inflicted by a parent, caregiver or other person who has responsibility for the child or vulnerable adult. Such injury is considered abuse regardless of whether the caregiver intended to hurt the child or vulnerable adult.

Physical discipline, such as spanking, is not considered abuse as long as it is reasonable and causes no bodily injury to the child or vulnerable adult. Non-accidental injury that is caused by someone other than a parent, guardian, relative or other caregiver, such as a stranger, is considered a criminal act that is not addressed by child or vulnerable adult protective services.

Neglect: The failure of a parent, guardian or other caregiver to provide for a child or vulnerable adult's basic needs. Neglect may be physical, medical, educational, or emotional.

Domestic Violence: Children or vulnerable adults are exposed to domestic violence and are harmed by the experience and suffer consequences ranging from hyper-vigilance to problem with concentration and emotional regulation.

Abandonment as Neglect: In general, a child or vulnerable adult is considered to be abandoned when the parent's identity or whereabouts are unknown, the child or vulnerable adult has been left alone in circumstances where the child or vulnerable adult suffers serious harm, or the parent has failed to maintain contact with the child or vulnerable adult or provide reasonable support.

Substance Abuse as Abuse or Neglect: Prenatal exposure of a child to harm due to the mother's use of an illegal drug or other substance; manufacture of methamphetamine in the presence of a child; and selling, distributing or giving illegal drugs or alcohol to a child.

Sexual Abuse: The employment, use, persuasion, inducement, enticement or coercion of any child or vulnerable adult to engage in, or assist any other person to engage in, any sexually explicit conduct or simulation of such conduct for the purpose of producing a visual depiction of such conduct; or the rape, and in cases of caretaker or inter-familial relationships, statutory rape, molestation, prostitution, or other form of sexual exploitation of child or vulnerable adult, or incest with child or vulnerable adult.

Emotional abuse: A behavior that harms a child or vulnerable adult's emotional development or sense of self-worth.

When utilizing the Hot Line, the following information may be requested and should be made available:

- address and age of the abused or neglected person;
- address of the person having custody of the abused or neglected person;
- nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect;
- any evidence of previous abuse or neglect including the nature and extent;
- any other information which, in the opinion of the person, may be helpful in establishing the cause of such abuse or neglect, and the identity of the perpetrator or perpetrators.

This oral report shall be followed by a written report, utilizing the ESU #13 **Abuse and Neglect Reporting Form**.

The following staff members shall also be informed of the report:

- the employee's immediate supervisor
- the Program Administrator or Program Director in which the student is enrolled
- the appropriate law enforcement agency (in the case of an emergency)

The immediate supervisor, the Program Administrator, or Program Director shall confirm that a report of suspected abuse or neglect has been made to local law enforcement or Child Protection Services.

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

The Program Administrator or Program Director shall provide employees information as appropriate to ensure that employees fully understand their responsibility under the law and ESU #13 procedures.

Homeless Students

(ESU #13 Board Policy Adopted 12/15/20 - Article 6, Section 2)

General Policy Statement

ESU #13 shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education, including public preschool education, as provided to other children and youths.

Definitions

"School of Origin" shall mean the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool. School of origin shall also include any designated receiving school for the next grade level for all feeder schools when a student completes the final grade level served by the school of origin.

"Homeless children and youths" shall mean any individuals who lack a fixed, regular, and adequate nighttime residence; and includes:

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. Migratory children who qualify as homeless because they are living in circumstances described in (1-3).

"Unaccompanied youth" shall mean a homeless child or youth not in the physical custody of a parent or guardian.

School Stability

School Selection

ESU #13 shall presume that keeping a homeless child or youth enrolled in the child's or youth's school of origin is in the child's or youth's best interest, except when doing so is contrary to the request of the child's or youth's parent or guardian or, in the case of an unaccompanied youth, the youth.

To overcome the presumption that a child or youth should remain in his/her school of origin, ESU #13 shall consider student-centered factors including: the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or, in the case of an unaccompanied youth, the youth.

Enrollment

Once the school is selected in accordance with the child's or youth's best interest, that child or youth shall be immediately enrolled even if the child or youth is unable to produce records normally required for enrollment including, but not limited to, previous academic records, immunization or other health records, proof of residency or has missed any application or enrollment deadlines during any period of homelessness.

Transportation

If the child or youth continues to attend his or her school of origin, transportation shall be provided promptly even if there is a dispute pending regarding which school is in the child's or youth's best interest to attend. Transportation will continue to be provided to and from the school of origin for the remainder of any academic year during which the child or youth becomes permanently housed.

Records

Any record ordinarily kept by ESU #13, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained:

1. Such that all records are available, in a timely fashion, when a child or youth enrolls in a new school or school district;
2. Any information about a homeless child's or youth's living situation shall be treated as a confidential student education record, and shall not be deemed to be directory information; and
3. In a manner consistent with the Federal Education Rights and Privacy Act.

Services

The Local Education Agency Liaison shall identify an appropriate staff person to be the Local Educational Liaison (LEL) for all homeless children and youth attending programs in ESU #13. The LEL responsibilities shall include, but are not limited to:

1. Ensure homeless children and youth are identified through outreach and coordination activities including coordination with the Nebraska Department of Education Homeless Education Liaison, community, and school personnel responsible for education and related services to homeless children and youths.
2. Receive appropriate time and training in order to carry out the duties required by law and this policy.
3. Ensure homeless families and homeless children and youths are referred to health care, dental, mental health, substance abuse, housing and any other appropriate services.
4. Ensure that homeless children and youths:
 - a. are enrolled in school which includes attending classes and participating fully in school activities;
 - b. have a full and equal opportunity to meet the same challenging State academic standards as other children and youths;
 - c. receive individualized counseling from counselors to prepare and improve their readiness for college, including college selection, application, financial aid, and on-campus supports;
 - d. unaccompanied youths are informed of their status as independent students under the

Higher Education Act of 1965 and may obtain assistance from the LEL to receive verification of such status for purposes of the Free Application for Federal Student Aid.

5. Ensure that public notice of the educational rights and available transportation services of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youths and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and a form that is easily understandable.
6. Ensure the dispute resolution process identified below is carried out in accordance with the law and district policy.

Dispute Resolution

1. The dispute procedure must be available for disputes over eligibility, as well as school selection or enrollment.
2. In the event of a dispute regarding where a child or youth should enroll, the child or youth shall be immediately enrolled in the ESU #13 program in which enrollment is sought pending final resolution of the dispute, including all available appeals. ESU #13 shall immediately provide the child's parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal such decision. Said writing shall be provided in a manner and form understandable to such parent, guardian, or unaccompanied youth and also include the LEL contact information. The LEL shall carry out the dispute resolution process within 30 calendar days from the date of said writing pursuant to 92 Nebraska Administrative Code 19-005.02.
3. Appeals: Any parent, guardian or other person having legal or actual charge of a homeless child or youth that is dissatisfied with the decision of ESU #13 after the dispute resolution process may file an appeal with the Commissioner within thirty calendar days of receipt of the decision by following the process in 92 Nebraska Administrative Code 19-005.03 and 19-005.03C.

Service Animals

(ESU #13 Board Policy Adopted 12/15/2020 - Article 6, Section 8.E.)

Individuals with disabilities, including but not limited to students, may use a service animal on ESU #13 property subject to the conditions in this policy.

Definition

A service animal is any dog that is 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. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals.

Individuals with disabilities, including but not limited to students, may use a service animal on ESU #13 property subject to the conditions of this policy.

The work tasks performed by a service animal must be directly related to the individual's disability.

Examples of work or tasks include, but are not limited to:

- Assisting individuals who are blind or have low vision with navigation and other tasks
- Alerting individuals who are deaf or hard of hearing to the presence of people or sounds
- Providing non-violent protection or rescue work
- Pulling a wheelchair
- Assisting an individual during a seizure
- Alerting individuals to the presence of allergens
- Retrieving items such as medicine or the telephone
- Providing physical support and assistance with balance and stability to individuals with mobility disabilities
- Helping individuals with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors

The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under the definition of a service animal.

When and Where a Service Animal is Allowed Access

Individuals with disabilities can bring their service animals in to all areas of ESU #13 where members of the public, program participants, clients, customers, patrons, or invitees are allowed. A service animal can be excluded from a facility if its presence interferes with legitimate safety requirements of the facility.

ESU #13 will ask an individual with a disability to remove a service animal if the animal is not housebroken or is out of control and the individual is not able to control it. A service animal must have a harness, leash or other tether, unless the handler is unable to use a tether because of a disability or the use of a tether would interfere with the service animal's ability to safely perform its work or tasks. In these cases, the service animal must be under the handler's control through voice commands, hand signals, or other effective means. If a service animal is excluded, the individual with a disability must still be offered the opportunity to obtain goods, services, and accommodations without having the service animal on the premises.

Asking Questions

To determine if an animal is a service animal, ESU #13 may ask two questions:

- Is this animal required because of a disability?
- What work or task has this animal been trained to perform?

These questions may not be asked if the need for the service animal is obvious (e.g., the dog is guiding an individual who is blind or is pulling a person's wheelchair). ESU #13 may not ask about the nature or extent of an individual's disability or require documentation, such as proof that the animal has been certified, trained or licensed as a service animal, or require the animal to wear an identifying vest.

Service Animals Other Than Dogs

ESU #13 can consider whether the facility can accommodate service animals other than dogs, and will review requests on an individual basis. The animal must have been individually trained to do work or perform tasks for the benefit of the individual with a disability. The rules that apply to service dogs also apply to other animals.

Other Provisions

- ESU #13 is not responsible for the care and supervision of a service animal.
- ESU #13 cannot ask nor require an individual with a disability to pay a surcharge or deposit, even if people accompanied by pets are required to pay such fees.
- If ESU #13 normally charges individuals for the damage they cause, an individual with a disability may be charged for damage caused by his or her service animal.



FORMS

Media/Publicity Form

Reporters from local newspapers, television stations, and radio stations frequently visit schools to gather information and pictures for stories on a variety of topics (profiles on new school programs, stories about outstanding students and teachers, parent/student issues, news such as new standards and policies). My signature below represents that ESU #13 has my permission to use my child's photograph, likeness, artwork, profile, and/or story in all forms of media and all manners (these are called "use"), including, but not limited to classroom display, publications, web pages, brochures, videos, and other promotional media. I understand the circulation of the materials could be worldwide and that there will be no compensation to me or my child for this use. I waive any right to inspect or approve the finished product, including written copy that may be created in connection therewith.

Occasionally, due to family, legal, or other reasons, parents and legal guardians prefer that their children never receive publicity. We ask that those parents and legal guardians sign and return the form below. Signed forms returned to us will be kept on file at ESU #13 and referred to when members of the media visit the school. Reporters and photographers will be asked to avoid featuring any children for whom this form is on file.

Please note that this procedure cannot apply to public events or to the extracurricular programs for which children must register.

____ I GIVE permission for my child to be included in any publicity or web publications that a school classroom or regular school program may receive.

____ I do NOT want my child to be included in any publicity that a school classroom or regular school program may receive.

Name of Child _____
Parent/Guardian Signature _____
Date _____

Authorization expires at the end of each school year

(If you have questions, contact Katie Carrizales, Psychological and Behavioral Health Director at 308-635-3696)



**Panhandle Beginnings Day Treatment
INFORMED CONSENT FOR TREATMENT REFERRAL**

Date of Referral: _____ Student ID Number: _____
 Student Name: _____ Date of Birth: _____ Sex: M F Grade: _____
 Parent(s) / Guardian's Name: _____ Home Address: _____
 Phone #'s: _____(h) _____(w) _____(c)
 Best Time and Phone# to Reach Parent(s): _____
 Referred by-School: _____ Staff: _____ Ph#: _____

Current Concerns: Mark all that Apply

Mood/Anxiety Concerns:

- Self-harm threats or statements/thoughts of death and dying
- Cutting/self-mutilation
- Trauma/abuse (physical, sexual, emotional, etc)
- Sad/depressed demeanor/crying/lack of energy
- Low self-esteem/lack of self-respect
- Difficulty coping with stress/excessive worry
- Poor hygiene
- Marked weight loss/self-induced vomiting, etc.
- Frequent/sudden change in behavior/mood

Social Concerns:

- Difficulty making/lack of friends/loner/rejected
- Bullied by peers/picked on
- Limited involvement in extra-curricular activities
- Excessively quiet/withdrawn/isolated
- Poor choice of friends/follower
- Family problems (conflicts/domestic violence, supervision/support, divorce)

Behavioral Concerns:

- Bullying/verbal abuse/threats toward peers/adults
- Does not accept responsibility for behavior/blames others
- Sexual/pregnancy issues and concerns
- Lying/misrepresenting events/manipulation
- Anger management/problems with temper/fighting
- Drug/alcohol use

Classroom Concerns:

- Failing grades/worried about grades
- Absenteeism/truancy/tardy/skipping classes
- Non-compliance with classroom rules
- Does not produce class work/homework
- Low motivation
- Disruptive/"class clown"
- Highly distractible/difficulty concentrating/inattentive
- Sleeps during class repeatedly
- Too much energy/can't seem to sit still/hyperactive
- Poor organizational skills
- Lack of class participation

Other:

- I understand that my child has been referred for Therapeutic Day Treatment Services through ESU#13.
- I give permission for an ESU#13 representative to contact me regarding this referral and to provide me with the information I need to initiate Therapeutic Day Treatment Services.
- I give permission for ESU#13 to _____ obtain and or _____ release information regarding my child as part of the Therapeutic Day Treatment Services professional relationship with _____. Information to be obtained and/or released includes all pertinent information regarding the referral and intake process at the Therapeutic Day Treatment School.
- This release will terminate in 90 days from the date of signature. The legal guardian may revoke authorization at any time by notifying ESU#13 in writing.
- My authorization is freely and voluntarily given:

Parent/Guardian Signature / Date

School Representative Signature / Date

Email all Referrals to: Amber Andrews at aandrews@esu13.org



Permission Form
Emergency Release of Information and Consent for Care

Student _____

I give permission for my child to:

Yes _____ **No** _____ In the case of an emergency when I (the parent/guardian) can not be reached, I give permission for the ESU #13 staff to consent for my child to receive treatment by emergency personnel.

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.

Parent/Guardian Signature _____ Date _____



**AUTHORIZATION FOR DISCLOSURE OF PROTECTED HEALTH INFORMATION AND REQUEST FOR
CONFIDENTIAL COMMUNICATION - MENTAL HEALTH AND/OR SUBSTANCE ABUSE**

☐ This release also serves as a request for information.

I, _____,
_____, (Name of Consumer)
_____, (Date of Birth)

do hereby authorize Educational Service Unit #13 and

_____, (Name of Other Agency) _____ (Address) _____ (City) _____ (State) _____ (Zip)

_____, (Contact Person) _____ (Phone) _____ (Fax)

to ☐ Release ☐ Request

the following information: (Check all that apply)

☐ All Clinical Records ☐ Evaluation/Assessment ☐ Progress Notes ☐ Drug & Alcohol Test results
☐ Treatment Plans ☐ Verbal Discussions

☐ Attendance/Participation/Progress ☐ Discharge/Transfer Summary ☐ Educational Records

☐ MDT/IEP

☐ Other: _____

for the purpose of:

☐ Treatment (internal & external) ☐ Operations (administrative) ☐ Payment (reimbursement)

☐ Other (Indicates HIPAA Authorization; use only when necessary) Specify: _____

Periods of Treatment: ☐ Current treatment episode ☐ All Treatment Episodes

☐ Specific treatment episode: Begin date: _____ End date: _____

If the purpose of this disclosure is marked as "Other", whether or not "Treatment", "Payment", or "Operations" are checked, then this is a HIPAA Compliant Authorization. As such, the Center may not condition treatment, payment, enrollment, or eligibility for benefits on my signing this Authorization, and must provide me a copy. I understand that my records, or those of the individual listed above, are protected under state and federal substance abuse and mental health confidentiality regulations, including 42CFR Part 2. Information cannot be disclosed without my written consent, unless otherwise specifically provided for in the regulations. I understand and agree that this release form may be sent to the agencies and persons identified above. Copies of this form may be used in lieu of the original. I understand there is potential for information disclosed as a result of this release/authorization to be re-disclosed by the recipient, and therefore no longer protected by the HIPAA Privacy Regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken based upon it. This consent expires, and cannot be used past the indicated expiration date.

Expiration Date: _____
(month/day/year—12 month maximum)

X _____
_____, (Consumer Signature)
_____, (Date)

_____, (Parent, Guardian, or Authorized Representative Signature) _____ (Relationship/Authority) _____ (Date)

_____, (Staff Member Signature) _____ (Date)

Consent Revoked: _____
_____, (Consumer or Authorized Representative Signature) (Date)

☐ **A COPY OF THIS RELEASE WAS OFFERED TO THE CONSUMER.**

_____, Staff Initials

CL-123

Client Name _____

/Users/drkatiecarrazales/Downloads/ESU-13-Release-Rev.-3-9-16.doc

Acct # _____



Participation in Activities

Student _____

I give permission for my child to:

Yes _____ **No** _____ go on short trips to the library, park, bowling alley, grocery store and other community setting or various other local sites and participate in those activities that may be performed at those locations (ie. bowl, play on equipment, etc.) during the school day. Transportation will be either walking or by ESU #13 transportation vehicles.

Parent/Guardian Signature _____ Date _____



Acceptable Use of Computers and Networks Student's Agreement

In order to make sure that all members of the ESU #13 understand and agree to these rules of conduct, ESU #13 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 #13, and I understand and will abide by those guidelines and conditions for the use of the facilities of ESU #13 and access to the Internet. I further understand that any violation of the ESU #13 guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. ESU #13 disciplinary action and/or appropriate legal action will be taken

Student's Name _____

Student's Signature _____ Date: _____

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

Acceptable Use of Computers and Networks Parent's Agreement

In order to make sure that all members of the ESU #13 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 #13. As the parent or guardian of the student named below, I grant permission for my son or daughter to access networked computer services such as electronic mail (email) and the Internet. I understand that this free access is designed for educational purposes. I also understand that individuals may be held liable for violations of those Terms and Conditions. However, I also recognize that it is impossible to restrict access to all controversial materials and I will not hold ESU #13 responsible for materials acquired or sent via the network.

I agree not to hold the ESU #13, any of its employees, or any institution providing network access to ESU #13 responsible for the performance of the system or the content of any material accessed through it.

Student's Name _____

Parent's Signature _____ Date: _____

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



Medication Delivery Information for Parents

(Please fill out only if your student will be taking any medications at ESU #13)

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

- Parents/guardians are responsible for having medications delivered directly to the school in the original or pharmacy labeled container that will include the students name, healthcare provider's name, pharmacy name and phone number, name of medication, directions concerning dosage, special instructions if required, and date of prescription.
- If you are unable to deliver your child's medications when in need of a refill, you may authorize the bus driver/transportation staff to deliver medications to ESU #13.
- He or she will be responsible for safely transporting the medication/medications to ESU #13 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 #13 or they can fax it to 308-632-2729 Attention: Carol Sinner or Amber Andrews 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 #13 staff so they can anticipate your arrival and have the appropriate paperwork ready.
- ESU #13 staff will be available for medication drop off through school hours Monday-Friday from 8:00 AM to 4:00 PM.

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

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

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

Parent/Guardian

Signature _____ Date _____

RN and/or Program Administrators Signature _____ Date _____



Enrollment Form - Emergency Contact Information

Student Name: _____ Date of Birth: _____

Age: _____ Grade: _____ ☐ Male ☐ Female School District: _____

Who does the student live with? _____

Please notify the school immediately of any changes in contact information.

Parent/Guardian Information

Father/Guardian Name: _____

_____ Address: _____

_____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Place of Employment: _____ Work Phone: _____

Email Address: _____ Preferred _____

Contact Method: ☐ Phone ☐ Text Message ☐ Email

Mother/Guardian Name: _____

_____ Address: _____

_____ City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Place of Employment: _____ Work Phone: _____

Email Address: _____ Preferred _____

Contact Method: ☐ Phone ☐ Text Message ☐ Email

Emergency Contacts if Parents/Guardians Cannot Be Reached

1st Contact Name: _____ Phone: _____

Relationship to Student: _____

2nd Contact Name: _____ Phone: _____

Relationship to Student: _____

Healthcare Providers

Family Physician: _____ Phone: _____

Date of Last Exam: _____

Dentist: _____ Phone: _____

Date of Last Exam: _____

Optometrist: _____ Phone: _____

Date of Last Exam: _____

Psychiatrist/Psychologist: _____ Phone: _____

Date of Last Visit: _____



Enrollment Form - Medical/Health Information - Pg 1 of 2

Student Name: _____

Please circle either YES or NO for the following questions. If you answer “yes” to any of the following, please give more information in the space provided.

Does your child take medications or supplements regularly?	YES NO	Has your child had any new immunizations in the last year? *if YES, provide school with updated record	YES NO
Does your child have allergies?	YES NO	Does your child have anaphylaxis? *if YES, Anaphylaxis Action Plan sent home	YES NO
Does your child have asthma? *if yes, Asthma Action Plan sent home	YES NO	Does your child have diabetes? *if yes, Diabetes Action Plan sent home	YES NO
Does your child have seizures? *if yes, Seizure Action Plan sent home	YES NO	Does your child have a mental health disorder?	YES NO
Does your child have a skin disorder?	YES NO	Does your child have restrictions for physical activity?	YES NO
Does your child have a vision loss?	YES NO	Does your child have a hearing loss?	YES NO
Does your child have a history of surgeries or injuries?	YES NO	Does your child have any dietary restrictions or nutritional needs?	YES NO
Does your child have a modified diet or feeding/swallowing needs? *if YES, you will contacted by the SLP	YES NO	Does your child have a history of high blood pressure?	YES NO

Please list ALL prescription medication that your child takes, including vitamins, supplements, and over-the-counter medications.

Medication	Dose	Route	Time(s) Indication	Prescriber

Enrollment Form - Medical/Health Information - Pg 2 of 2

Please list ALL allergies that you are aware of for your child, including medication, food, environmental, and chemical.

Allergen	Reaction Treatment

Please use the space below to share any additional information and/or any other medical condition or concern that your child may have:



Enrollment Form - Medication & Emergency Treatment

Student Name: _____

Medication

If there are over-the-counter medications you wish to have given to your child, please send these medications to the school. My signature below indicates that I give permission for the school nurse or a medication-competent school staff member to administer over-the-counter medications - such as Acetaminophen, Ibuprofen, cough drops, hydrocortisone cream, triple antibiotic ointment, antifungal cream, and first aid cream - to my child as needed. I release ESU #13 and its employees from liability in case of choking, allergic reaction, side effects, and/or health risks related to the medication. *Please note: we do not provide liquid forms of medication

____ I GIVE permission for my child to be given over-the-counter medication(s) at school

____ I do NOT want my child to be given over-the-counter medication(s) at school.

Parent/Guardian Signature

Date _____



In Case of Emergency

In the event of an emergency, my signature below authorizes any qualified, competent personnel to administer emergency medical first aid and/or any other treatment essential to the health and well-being of my child (including intervention to treat suspected overdose, broken bones, or other serious injury). Additionally, I consent for my child to be transported via ambulance in the case the parent/guardian cannot be reached. Should emergency medical treatment be necessary, I authorize local emergency service providers to carry out such treatments.

*If you consent to one or two of these three items, please mark the lines below and circle which items you authorize

____ I GIVE permission for my child to receive emergency medical first aid by school personnel, be transported via ambulance if a parent/guardian cannot be reached, and be treated by emergency service providers

____ I do NOT want my child to receive emergency medical first aid by school personnel, be transported via ambulance if a parent/guardian cannot be reached, and be treated by emergency service providers

Parent/Guardian Signature

Date _____



Student/Parent Handbook Acknowledgement

After reading this document, I understand and agree with the contents of the Educational Service Unit 13 PbDTx Student/Parent Handbook.

Student Name _____

Student Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Student Services Principal Signature _____ Date _____

2025-2026 Employee Handbook Changes

New: Section 2 Standards of Employee Performance

Over-The-Counter (OTC) Medications

Employees take responsibility for their own OTC medications. Employees should keep OTC medications they bring to work with them in a locked desk or locker for when they need the medication. Employer, including school nurse, will not supply medications to employees unless in an emergency situation.

New: SECTION 5 - BUILDING, ORDERING/PURCHASING, VEHICLES, AND TRAVEL

Vehicles

Prompt Notification

Employees should immediately notify their supervisor about any traffic violations, including speeding tickets. Violations need to be reported within 24 hours of the incident. The supervisor will notify the Administrator if necessary.

Travel

Reimbursement Requests

Reimbursement submissions that include travel:

1. Conference - include agenda from the conference.
2. Conference location should be reasonable - within the 48 continental USA States and closest to your location.
3. Price per night of hotel - is greater than the GSA rate for that city - must justify why the higher price.
4. Mileage requests - Must include MapQuest/Google Maps/Bing showing distance traveled roundtrip.
5. Reimbursement for tips is capped at 20% for reimbursement.
6. If purchasing food for multiple people - provide a list of people.
7. Airfare - when viewing prices, print the information about the various options to prove you have chosen the most cost effective trip.

EDUCATIONAL SERVICE UNIT 13

EMPLOYEE HANDBOOK



2025-2026

Dr. Laura Barrett
Administrator

Main Office - Scottsbluff
4215 Avenue I
Scottsbluff, NE 69361
Phone: 308-635-3696
Fax: 308-633-3752

Southern Satellite - Sidney
361 College Drive
Sidney, NE 69162
Phone: 308-254-4677
Fax: 308-254-5371

Northern Satellite - Chadron
CSC Burkhiser Complex
1000 Main Street
Chadron, NE 69337
Phone: 308-432-6945
Fax: 308-432-7019

www.esu13.org

Welcome

Welcome to ESU 13! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further ESU 13's goals.

You are joining an organization that proudly serves 21 school districts in western Nebraska and provides supplemental education services covering 14,000 square miles to schools in 11 counties: Banner, Box Butte, Cheyenne, Dawes, Deuel, Garden, Kimball, Morrill, Scotts Bluff, Sheridan and Sioux. With your active involvement, creativity, and support, ESU 13 will continue to achieve its goals. We sincerely hope you will take pride in being an important part of ESU 13's success.

Please review the policies contained in this handbook. If you have questions, feel free to ask your Department Director or contact the Human Resources Manager.

ESU 13 Mission

Serve, Support and Empower

ESU 13 Vision and Beliefs

Achieving educational excellence for all learners through strong partnerships, service, and leadership

By...

- Collaborating with schools, families, and communities
- Serving with equity, efficiency, and integrity
- Communicating effectively
- Leading with innovation

NOTICE: Any portion of this manual, which is in conflict with Board Policy, Collective Bargaining Agreement, Federal or State Laws, then that specific portion of this manual will be severable and secondary to the appropriate policy or statute.

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SECTION 1 - INTRODUCTION

Employee Handbook Purpose

The purpose of the Educational Service Unit No. 13 (ESU 13) Employee Handbook is to familiarize personnel with the guidelines and benefits that affect the employment relationship. The statements of policy that appear in the handbook are selective for communication to employees regarding employment procedures. The conditions of employment noted in this handbook vary according to employee level. Please read it thoroughly and retain it for future reference. All employees upon hiring will receive a copy of the Employee Handbook, know where it is on the ESU 13 website, and will electronically sign the New Hire Staff Acknowledgement and Agreement form that they shall read and comply with all ESU 13 policies contained in the ESU 13 Employee Handbook.

The policies and provisions for employment, discipline and termination in this handbook are set by the ESU 13 Board and are subject to change by the Board. Nothing contained in this handbook should be construed as a "guarantee of employment." While certain policies regarding progressive discipline, or grievance, may be set out in this handbook, these procedures may be waived in appropriate circumstances at the discretion of the employer or if restricted by a contractual agreement.

To ensure that employees have adequate direction to maintain professionalism at all times, Board policy has been added to the ESU 13 website under Board of Education for easy access by all employees. Because Board policy can become cumbersome, individual policies are not listed in this handbook. However, we recommend that you review official Board Policies on an as-needed basis.

If you have questions about the information in this handbook, please feel free to discuss it with your Department Director. Your Department Director may refer you to the ESU 13 Administrator if needed.

Policy of Non-Discrimination

(Board Policy- Article 5, Section 1)

ESU #13 does not discriminate on the basis of any protected status in its programs and activities and provides equal access to designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. Complaints or concerns involving discrimination should be addressed to:

**ESU #13 Compliance Coordinator/Human Resources Department
4215 Avenue I, Scottsbluff, NE 69361 (308) 635-3696**

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

ESU #13 is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination of any kind by ESU #13 employees, including co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated. All ESU #13 employees are expected to take prompt and appropriate actions to report and prevent discrimination. Employees who witness or become aware of possible discrimination must immediately report the conduct to his or her supervisor or the designated Compliance Coordinator.

Board of Education

According to Nebraska State Statute 32-515, all ESU's shall be governed by a Board composed of one member elected to represent each election district. ESU 13 has established 12 election districts representing all counties within ESU 13's geographical boundaries.

The Board of ESU 13 meets on the third Tuesday of every month at the Scottsbluff Main Office. All meetings are governed by the Nebraska Open Meetings Act.

An agenda is developed prior to each meeting and is available for public inspection during regular business hours. The agenda is kept on file in the Administration Office.

Below is a list of ESU 13 Board members and the election district they represent:

District	Name	Counties Represented
#1	Mandy Plog	Box Butte (partial), Scotts Bluff (partial), Sheridan (partial), Sioux
#2	Patricia Jones	Box Butte (City of Alliance)
#3	Dr. Caroline Winchester	Dawes (partial), Sheridan (partial)
#4	Kim Marx, Vice President	Cherry, Dawes (partial), Sheridan (partial)
#5	Mark Sinner, Board President	Scotts Bluff (West)
#6	Raymond Richards	Scotts Bluff (Precinct #1, #5, #6, #7, #8)
#7	Dr. Ronda Kinsey	Scotts Bluff (Precinct #1, #2, #3, #4, #8, East Winter Creek)
#8	Scott Marsh	Scotts Bluff (City of Gering)
#9	Diane Coon	Morrill (partial), Scotts Bluff (East), Terrytown
#10	Thomas Millette, Secretary	Cheyenne (partial), Garden, Keith, Morrill (partial)
#11	Vacant	Cheyenne (City of Sidney)
#12	Steve Diemoz	Banner, Cheyenne (partial), Deuel, Kimball

*Desira Martin, Clerk/Treasurer (appointed)

School Districts by County

County	School District(s)
Banner	Banner County
Box Butte	Alliance and Hemingford
Cheyenne	Leyton, Potter-Dix, and Sidney
Dawes	Chadron and Crawford
Deuel	Creek Valley
Garden County	Garden County
Kimball	Kimball
Morrill	Bayard and Bridgeport
Scotts Bluff	Gering, Minatare, Mitchell, Morrill, and Scottsbluff
Sheridan	Gordon-Rushville and Hay Springs
Sioux	Sioux County

SECTION 2 - STANDARDS OF EMPLOYEE PERFORMANCE

Code of Ethics

As an employee of Educational Service Unit No. 13, I shall abide by the following Code of Ethics:

1. I will remain loyal to the ideal of ESU 13 protecting the organizational integrity at all times.
2. I will use authority in a responsible manner. I will avoid excesses both in the unreasonable use of authority or failure to exercise authority effectively.
3. I will exercise sound judgment in personal and job-related actions.
4. I will follow expected norms of behavior; i.e., respect the confidentiality of privileged information and respect the privacy of fellow employees.
5. I will seek solutions to problems through ethical and constructional channels.
6. I will not participate in unprofessional and unacceptable personal conduct.

Note: By way of illustration and not limitation, the following non-exclusive list of acts shall be deemed as unprofessional and unacceptable conduct:

- A. Use of sexual, profane or distasteful language or suggestive activities.
 - B. Misuse of drugs, mind-altering substances or alcohol.
 - C. Mental, verbal or physical cruelty to students/families and/or mental or verbal abuse of ESU 13 employees and school personnel.
 - D. Failure to cooperate with agency or law enforcement authorities in investigation of policy violation or criminal investigations.
 - E. Conviction of a crime involving moral turpitude.
 - F. Making false reports or false statements at the expense of a colleague, a member of the administrative team and/or a member of the ESU 13 Board.
 - G. Other conduct which materially and substantially jeopardizes the role and mission of ESU 13.
7. I will adhere to the policies and regulations established by the agency (ESU 13 Board Policy, ESU 13 Employee Handbook, and other commitments denoted in functions of individual departments).
 8. I will contribute to the improvement of programs/services.
 9. I will avoid any conflict of interest or the appearance of impropriety that could result from ESU 13 employment.
 10. I will subscribe to the ESU 13 Mission, Vision and Beliefs.
 11. I will recognize the necessity of increasing my workday to include "after hours" conferences, workshops, and meetings that pertain to ESU 13 and my employment.
 12. I will abide by administrative guidelines and regulations arising from legal mandates and ESU 13 organizational requirements.
 13. I will be committed to, involved in, and knowledgeable about my departmental goals and activities and maintain the necessary knowledge and support of other ESU 13 programs/services.

Standards of Conduct

Drug-Free Workplace (Board Policy - Article 4, Section 5)

It is the policy of ESU 13 to eliminate the influence of drugs, alcohol and other chemicals within the work environment and to educate students against the usage of drugs, alcohol and illegal substances. ESU 13 will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol,

including but not limited to: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991.

ESU 13 has established a drug-free workplace. The drug-free workplace for this purpose includes ESU 13 property, ESU 13 utilized vehicles, any place in which ESU 13 employees perform duties, and any place in which ESU 13 activities are held. ESU 13 recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with the ESU 13 mission and goals.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the workplace. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any ESU 13 property or at any ESU 13 sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the workplace or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the ESU 13 expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the ESU 13 drug-free workplace policies and notify the Administrator or designee of any criminal drug statute conviction no later than the next business day after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. If employment is not terminated, sanctions may include the requirement that the employee complete an appropriate rehabilitation program.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

ESU 13 will implement a drug and alcohol testing program in compliance with law for all employees whose position requires a commercial driver's license (CDL) or who are otherwise in "safety-sensitive" positions as defined by federal or state law. Refusal to submit to pre-employment testing, or testing positive, shall disqualify an applicant for any position requiring such testing from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and be terminated from employment.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

In addition, the use of tobacco products is prohibited in all buildings and all vehicles owned or under the control of ESU 13. Smoking is also prohibited in any outdoor areas where others may be affected by smoke, including areas near the entry of buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (including electronic nicotine delivery systems), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Employees shall be furnished with a paper or digital copy of this policy.

Over-The-Counter (OTC) Medications

Employees take responsibility for their own OTC medications. Employees should keep OTC medications they bring to work with them in a locked desk or locker for when they need the medication. Employer, including school nurse, will not supply medications to employees unless in an emergency situation.

Notification of Arrest, etc. (Board Policy - Article 4, Section 5)

Employees must notify the Administrator by the next business day in regard to the following:

1. Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:
 - a. The maximum penalty for the crime equals or exceeds six months incarceration;
 - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
 - c. Conviction would impact performance of employee's job responsibilities, including offenses that:
 - i. would impact the responsibility to be a role model for students or relations with other employees of ESU 13 or schools served by ESU 13;
 - ii. would impact the employee's ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives students; or
 - iii. would impact the employee's CDL if the employee's job requires that the employee have a CDL.
 - d. The arrest or the alleged criminal activity occurred while the employee was on duty, on property of ESU 13 or a school, or in ESU 13 or school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.
 - e. Employees must also promptly report to the Administrator whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense is not otherwise reportable.
2. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the employee's position.
3. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.
Further, employees must give full disclosure of any Child Protection Act investigation that resulted in an "inconclusive" determination that occurred at any time. Current employees must give such disclosure within 10 days following adoption of this Policy. As a condition of employment, applicants for employment must give such disclosure prior to commencement of employment. Any hiring made without such disclosure shall be subject to being immediately revoked in the event the required disclosure was not given.

Employees must give full disclosure of the existence and nature of the above proceedings and must also promptly notify the Administrator of the disposition of the proceedings.

Legal documents relating to the proceedings shall be treated and maintained as part of the employee's confidential criminal background file.

Failure to notify as required under this policy may subject the employee to disciplinary action, up to and including termination.

Weapons (Board Policy - Article 4, Section 5)

No person shall bring or possess a firearm or any other dangerous weapon on any ESU #13 facility, in any vehicle owned by or under the control of ESU #13, or at any ESU #13 activity or program. For purposes of this policy, the term “dangerous weapon” includes any personal safety or security device (including but not limited to: tasers, mace and pepper spray). This prohibition includes persons with a permit to carry a concealed handgun. Possession of a weapon includes, without limitation, a weapon in a person’s personal possession or control, including a weapon in a desk, locker, backpack or purse. Any person found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

An exception may be allowed for a person to carry or possess a personal safety or security device on ESU #13 property, in an ESU #13 vehicle, or at any ESU #13 activity or program where it is established that the person is presented with a clear and substantial risk to personal safety and the person received prior written permission from the administrator or administrator’s designee. If a person obtains prior approval from the administrator or administrator’s designee, the person must store the device during the work or school day in a secure location as designated by the administrator or administrator’s designee.

A law enforcement officer may carry and possess a firearm or weapon on ESU #13 property, in an ESU #13 vehicle, or at any ESU #13 activity or program while the officer is on duty or as part of the officer’s job responsibilities.

An exception may also be allowed where the person requests to possess a weapon for instructional purposes. Any exception must be limited to a non-lethal weapon. Further, the weapon must be possessed and used only in the manner approved and must be maintained in such manner as the administrator has directed so as to prevent it from being used by any non-permitted person or from causing anxiety or harm to others. The request to bring in a weapon must be made to the administrator or administrator’s designee in writing, explaining its purpose, prior to bringing it in. The request should be reviewed and a decision on approval or denial be made in writing to the requestor no later than 24 hours prior to the intended weapon usage.

Civility (Board Policy - Article 4, Section 5)

All employees shall behave with civility, fairness and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with ESU 13. Uncivil behaviors are prohibited. Employees may be subject to disciplinary action up to and including termination for engaging in uncivil behaviors.

Uncivil behaviors are any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent or harassing. Such interactions are prohibited in all forms of communication, including telephone conversations, voice mail messages, face-to-face conversations, written communications, social media, and email messages.

Any employee aware of another employee’s uncivil behavior shall report the conduct to the employee’s immediate supervisor or to the Administrator. There will be no retaliation against a person for making the report.

Professional Boundaries Between Employees and Students (Board Policy - Article 4, Section 5)

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following **non-exclusive** list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

- using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school or ESU #13 related activities. Electronic communications with

students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, emailing a message about a student's grades);

- engaging in social-networking friendships with a student on social networking sites. Material that employees post on social networks that is publicly available to those in the school community must reflect the employee's professional image;
- engaging in sexual activity, a romantic relationship or dating a student or a former student prior to the student graduating or otherwise leaving their home District;
- making any sexual advance – verbal, written, or physical – towards a student;
- discussing with a student sexual topics that are not related to a specific curriculum;
- allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan;
- discussing with a student the employee's problems that would normally be discussed with adults (e.g., marital problems);
- giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle;
- taking a student on an outing without obtaining prior express permission of the student's parent or school administrator;
- inviting a student to the employee's home without prior express permission of the student's parent and school administrator;
- going to the student's home when the student's parent or a proper chaperone is not present;
- giving gifts of a personal nature to a specific student;
- discussing alcohol, tobacco or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended;
- discussing another student's or employee's personal matters;
- "grooming," which includes building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of familial relationships between employees and their children who are students of ESU #13. A staff member seeking an exception must receive advance approval from the administrator or designee. If a staff member is unable to communicate with the administrator or designee in advance (such as in the event of an emergency), the staff member must notify the administrator or designee as soon as possible, but not later than 24 hours immediately following the event.

Any person who suspects an ESU #13 employee of engaging in any prohibited conduct under this policy, including grooming, should contact the administrator or designee as soon as practical.

An employee who violates this policy may face discipline, up to and including termination of employment, and may be referred to the appropriate certification or credentialing agencies for further discipline.

A violation of this policy will result in referral to the Department of Health and Human Services, law enforcement, or both.

Visitors to Employees (Board Policy - Article 4, Section 5)

Employees are not to have visitors while on duty other than as appropriate for the performance of their duties except on a short-term basis and only with permission of the Administrator or their supervisor. Included in the definition of visitors are family members of the employee. Employees are responsible for ensuring that their

visitors follow posted procedures for being on ESU 13 or school property. Employees are not to bring their children to work with them in lieu of taking them to childcare, without permission from their department Director or immediate supervisor.

Employment (Board Policy - Article 4, Section 5G)

The primary responsibility of ESU 13 employees is to the duties of their position within the Unit as outlined in their job description. Employees are expected to give the responsibilities of their position in the Unit precedence over any other employment. Employees upon hire and then annually will complete the Outside Employment Policy Acknowledgement form if they want to engage in outside employment that relates to services provided.

Employees of ESU 13 shall not engage in outside employment, conduct private business, provide private tutoring or services, or engage in activities that interfere with, or serve to be detrimental to, the faithful discharge of their duties and responsibilities to ESU 13. Employees of ESU 13 shall not enter into contracts or agreements (whether written or oral) 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 child birth through high school graduation that is enrolled in any school district that ESU 13 serves or could serve. This includes using employment with ESU 13 to their advantage or for personal profit by providing services which compete with services provided by ESU 13 during the course of their employment with ESU 13.

Upon occasion, employees may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties. Employees are to notify ESU 13 Administrator of outside employment prior to accepting outside employment by submitting an Outside Employment Notification Form and having signed approval of the Administrator before engaging in these activities to ensure that no conflict of interest exists to the extent such is required for the ESU to comply with Nebraska School Retirement System Act, or other laws, or Board policy. The ESU 13 Administrator is authorized to review, approve, and reject any outside employment request by any ESU staff member, and the Administrator's decision shall be final. For any outside employment requests by the ESU 13 Administrator, the ESU Board President shall have the authority to review, approve, and reject any such requests. These services may not be provided in an ESU 13 facility or in an ESU 13 member school facility, or during the employee's duty hours. If approved, Employees will need to renew an approved Outside Employment Notification Form annually in August with the start of the new school year.

Computer Programming Codes, Materials, and Services

All computer codes written, or developed, by ESU 13 are proprietary material and owned solely by ESU 13. No employee may disseminate this information, or any related code or programming materials, outside of ESU 13 for any reason unless specific approval is granted by the Administrator. The Administrator will then conduct the actual dissemination of the materials, if the request is approved by the Administrator.

In addition, no employee, after leaving the services of ESU 13, may disseminate any information or intellectual property related to ESU 13 computer codes and materials to any individual or company.

Copyright Infringement Avoidance (Board Policy - Article 4, Section 5)

The Board of ESU 13 recognizes the importance of protecting the rights of authors, scholars and others who originate or publish for distribution under the copyright or other rights of authorship, to receive compensation in the form of royalties, profits, or other financial entitlements for their works.

For that reason, it is the policy of ESU 13 to avoid any practices contrary to copyright laws or which interfere or infringe copyrights. It shall be contrary to the policy of ESU 13 to cause or permit photocopying, duplicating or any manner, distributing or exhibiting for profit any book, pamphlet, sound recording, computer software, video recording or any material of any nature when to do so is a violation of any copyright or causes an authorized diminution of rents, royalties or profits to any holder of a copyright.

This policy is drafted as guidance and is not exhaustive or limiting of liability for actions contrary to this policy. Any employee knowingly violating this policy, which violation results in any liability to ESU 13, will be liable to ESU 13 for such damage as is suffered by the unit.

Political Activities (Board Policy - Article 4, Section 5)

The Board recognizes and encourages the rights of its employees, as citizens, to engage in political activity with the following restrictions:

1. No employee of the Unit shall solicit support of any political candidate, partisan or non-partisan, or support of any issue on any referendum matter during the regular work hours or on Unit Property.
2. Staff speaking on behalf of ESU 13 will do so only with the approval of the Administrator. In policy matters, employees can speak only with the permission of the Administrator.
3. No employee of the Unit shall distribute political support/disapproval via electronic devices owned/operated by ESU 13.
4. No employee of the Unit shall use contact lists of ESU 13 to mass mail.

Cellular Phone Use (Board Policy - Article 4, Section 5)

ESU 13 employees, when operating a motor vehicle, shall not use cellular phones or similar electronic communication devices while holding it in their hand. They can only use it in a hands-free manner, such as speaker phone or voice commands, but never while holding it. However, when operating a motor vehicle to transport students, the driver may only use a cell phone or other communication device when safely pulled off the roadway for emergency situations only. Text messaging (reading, writing, sending) on any communication device during the operation of any student transportation vehicle is prohibited.

Social Media Use (Board Policy - Article 4, Section 5)

Social media is an important tool for communicating, keeping up to date with current developments in education and for conducting research to enhance management, teaching, and learning skills. ESU 13 also uses social media accounts to provide information to our stakeholders. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with ESU 13.

1. Personal Versus ESU 13-Affiliated Social Media Use
 - a. Personal Social Media Use
 - i. ESU 13 will not require staff members or applicants for employment to provide their username and password to personal social media accounts.
 - ii. ESU 13 will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.
 - iii. Staff members whose personal social media use interferes with the orderly operation of ESU 13, interferes with the staff member's ability to perform their job duties or who use social media in ways that are not protected by the First Amendment may be subject to discipline by ESU 13.
 - b. ESU 13-Affiliated Social Media Use
 - i. Any social media account which purports an account of ESU 13 (e.g., "VALTS"), or any of its programs, classes or entities will be considered to be an account that is used exclusively for ESU 13's business purpose. Staff members may not use ESU 13- affiliated accounts for personal use.
 - ii. Staff may be required to provide the username and password of ESU 13-affiliated social media accounts.
 - iii. When staff use ESU 13-affiliated social media accounts to comment on ESU 13-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.

2. Staff Expectations in Use of Social Media – Applicable to Both Personal and ESU 13-Affiliated Use

a. General Use and Conditions

- i. Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board's policy on professional boundaries between staff and students at all times and in both physical and digital environments.
- ii. Staff must obtain the consent of their department director or the administrator prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Rights and Privacy Act (FERPA) or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.
- iii. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly ESU 13-related and inappropriate for persons other than the individual student to receive (e.g., student grades). Communication with one student/parent should only be used on an emergency basis. In this case, these communications should include an ESU 13 staff member as a third person in the communication.
- iv. Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member's direct supervisor.

b. Acceptable Use

- i. Staff may use social media for instructional purposes.
- ii. Staff may use social media for ESU 13-related communication with fellow educators, students, parents, and patrons. Staff posting student-related information must ensure that it does not violate (FERPA) or any other laws.

c. Unacceptable Use

- i. Staff shall not access obscene or pornographic material while at work, on an ESU 13-owned device or on an ESU 13-affiliated social media account.
- ii. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
- iii. Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on ESU 13-owned devices unless such access is for an educational activity which has been preapproved by the staff member's direct supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.
- iv. Staff members may not use social media to harass or threaten other persons, including other staff members. In the event that a staff member is found to have harassed or threatened another person, said staff member may be subject to disciplinary action, including termination of employment.

3. ESU 13-Affiliated Digital Content

a. General Use and Conditions for ESU 13-Affiliated Accounts

- i. Staff must obtain the permission of their direct supervisor prior to creating, publishing, or using any ESU 13-affiliated web pages, social media pages or handles, or any other digital content which represents itself to be ESU 13-related, or which could be reasonably understood to be ESU 13-related. This includes any content which identifies ESU 13 by name in the account name or which uses ESU 13's name or image.
- ii. Staff must provide their direct supervisor with the username and password for all ESU 13-affiliated accounts and must only publish content appropriate for the ESU 13 setting.

Staff may not provide the username and password to ESU 13-affiliated accounts to any unauthorized individual, including students and volunteers without express, written consent from their direct supervisor.

4. Moderation of Third Party Content

- a. The purpose of ESU 13-related social media accounts is to disseminate information. No ESU 13-related or ESU 13-affiliated social media account covered by this policy shall permit comments by the public unless otherwise approved by the administrator. All comment functions for applications such as Facebook and Instagram must be turned to “off” without this approval.

Intellectual Property (Board Policy - Article 4, Section 5)

Staff Members:

Staff members are encouraged to contribute professional articles and news items to local, state, and national agencies. As a matter of professional ethics, all professional articles concerning ESU 13 must be cleared through the Department Director or immediate supervisor in the event that the Unit or any of its separate departments is mentioned. Materials, equipment, and software owned by ESU 13 may not be used for personal gain.

ESU 13 Property:

ESU 13 shall be the sole owner of all intellectual property created through the use of Unit resources or facilities, supported directly or indirectly by funds administered by ESU 13, or prepared or developed within the scope of employment by its employees unless there is a written and signed agreement between the ESU 13 Board and its employee to the contrary.

Employee Property:

The employee shall be the sole owner of any intellectual property that is:

1. unrelated to an employee’s employment responsibilities;
2. developed exclusively during the employee’s non-working hours; and
3. created without ESU 13 support or ESU 13 facilities.

Applicability:

This policy shall apply to intellectual property of all types including but not limited to any scholarly or educational materials, instructional materials, tests, bibliographies, research finds, video and audio recordings, live video and audio broadcasts, art works, musical compositions, literary works, invention, discovery, improvement, trade secret, technology, scientific or technological development, research data, computer software, copyrightable work, trademark and related rights regardless the medium of expression and regardless of whether or not it is subject to protection under patent, trademark, copyright, or other laws.

Shared Ownership:

Notwithstanding any other provision herein, ESU 13 may share its interest or ownership in intellectual property related to telecommuting resources provided pursuant to Neb. Rev. Stat. 79-1233, including but not limited to distance education, with any educational service unit of which it is a member and the Educational Service Unit Coordinating Council.

Telework Policy (Board Policy - Article 4, Section 5)

Telework refers to a work situation where the location of the work site is shifted away from the traditional office to the employee’s home or other work site geographically convenient to the residence of the employee.

Telework as used in this policy is not a work extension whereby employees simply take work home with them. Some telework can be informal, such as working from home for a short-term project. All informal telework arrangements are made on a case by case basis focusing on the business needs of the organization first, as

determined by the ESU #13 administrator or designee. Such informal arrangements are not the focus of this policy.

The teleworker and his/her supervisor will enter into a signed, written agreement. The agreement may be terminated at any point and for any reason by ESU #13.

Confidentiality

Confidentiality is a very important aspect of professionalism. Employees have access to a wealth of sensitive information pertaining to individual students and school districts. All information is confidential and must be treated as such.

Recording, Reporting, and Referrals

ESU 13 is required by state and federal law to submit forms/reports at various times throughout the year. To make this process easier, it is important that all staff members keep accurate and up-to-date records. You must adhere to due dates so that state reporting can be done on time. The Director of Special Education or the Special Education Secretary will provide forms for reporting the required information.

End of the Year Reporting

At the end of each school year, you will meet with your Department Director to discuss professional goals, professional growth activities, advancement on the salary schedule (if applicable), requisitions, closure on employment (if applicable), and other necessary paperwork.

Incident Report

Incidents out of the ordinary such as accidents involving students, confrontations, fights, complaints, etc., are to be reported on an Incident Report form. Information to be included is detailed on the report. A brief description of the incident should be in factual terms, not opinions. The report should be signed by the person submitting the report.

Referrals

Referrals for student services must go through their district of residence.

Mandatory Reporting (Board Policy - Article 6, Section 3)

Everyone has a responsibility to report abuse or neglect. In Nebraska, everyone is a mandatory reporter. This means physicians, medical institutions, nurses, school employees, social workers or any other person who has reasonable cause to believe that a child or vulnerable adult has been subjected to abuse or neglect, or observes such child or vulnerable adult being subjected to conditions or circumstances which reasonably would result in abuse or neglect are required by law to make a report to the Abuse and Neglect Hotline (800-652-1999) and/or Law Enforcement (if an emergency exists). (*Nebraska Revised Statute 28-711*)

Public Information

Student Picture - News Release

Parent permission must be provided on the Parent-Student Permission Information Record Sheet (included in program student handbooks) in order for a child to be photographed, filmed, or videotaped for use by ESU 13.

Notification of Rights Under FERPA

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. The right to inspect and review the student's education records within 45 days of the day ESU 13 receives a request for access. Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write to the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If ESU 13 decides not to amend the record as requested by the parent or eligible student, ESU 13 will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by ESU 13 as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the Board of Education; a person or company with whom ESU 13 has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, ESU 13 discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by ESU 13 to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202-4605

SECTION 3 - EMPLOYMENT RELATIONSHIP

Employment

ESU 13, through an effective recruitment program, will endeavor to employ an effective, well-qualified staff. A completed application, personal interview and background check will be required for all potential employees of ESU 13. It is the responsibility of the Administrator to determine the personnel needs of ESU 13.

All vacancies are posted on the ESU 13 website and, as needed, advertised locally and regionally through a variety of other forums.

Applications

Applications for employment are submitted through the applicant tracking system and monitored and distributed by the Human Resources Manager. Department Directors have access to all applications received through the applicant tracking system.

Job Descriptions

The Department Director and Human Resources Manager are responsible for preparing job descriptions. Job descriptions are approved by the Administrator.

Qualifications are identified specifically in individual job descriptions.

The Fair Labor Standards Act (FLSA) will be followed regarding exempt and nonexempt employees. Employee classification will be defined on their job description. FLSA's definitions of exempt and nonexempt employees are as follows:

- Exempt employees: FLSA provides an exemption from both minimum wage and overtime pay for employees employed as executive, administrative, professional, outside sales, and computer professional employees. These exempt employees must meet certain tests regarding job duties and salary levels.
- Non-exempt employees: The exemptions provided by FLSA do not apply to "blue-collar" workers. These non-exempt employees are covered under the FLSA overtime rules.

Employment Agreement

Certificated Personnel – A contract shall be issued to certificated employees upon employment. The contract shall be deemed renewed and remain in full force and in effect unless otherwise amended, terminated or not renewed in accordance with ESU 13 Board policy and state law.

Classified Personnel – Notices of Appointment will be used to identify salary, benefits, and conditions of employment for Non-Exempt and Exempt employees. Renewal and addition of all classified personnel is considered as the need arises.

Employee Background Check

ESU 13 reserves the right to conduct background checks on applicants for employment. This is done to ensure that individuals who join ESU 13's workforce are well qualified, have a strong potential to be productive and successful, comply with their positions of trust, and have honestly presented their background and qualifications as outlined in the application materials.

Safe Driving Record Standard for Drivers (Board Policy-Article 6, Section 7)

Each person who drives students in a small vehicle (car or van) other than a pupil transportation vehicle for an ESU 13 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 5 years; or,
3. Reckless driving or willful reckless, within the immediate prior 5 years; or
4. Accumulation of 5 or more points under the motor vehicle operators' license point system, within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Administrator or Administrator's designee based on the nature and proximity of the offense as it relates to safe transportation.

Each person who drives an ESU 13 vehicle other than a pupil transportation vehicle and does not transport students in the vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. Individuals who are ineligible for driving ESU 13 vehicles will not be paid mileage. 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 5 years; or,
3. Reckless driving or willful reckless, within the immediate prior 5 years; or
4. Accumulation of 6 or more points under the motor vehicle operators' license point system, within the immediate prior 4 years. In the event the person has accumulated 3, 4 or 5 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Administrator or Administrator's designee based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Administrator or Administrator's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with ESU 13 and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.

Orientation

The ESU 13 Human Resources Manager will conduct appropriate orientation sessions for all new employees to review policies and procedures pertinent to the day-to-day operations.

Probationary Period (Board Policy - Article 4, Section 11.D.)

All new classified employees shall be placed on a 60 day probationary period after which time the employee will either be placed on permanent status or terminated. The Administrator may determine that an employee will continue on probationary period for longer than 60 days if it would serve ESU 13's best interests.

Salary Negotiations

At least annually, the Board shall give due consideration to the salaries and benefits to be offered to certificated personnel for the ensuing contract period, unless a multiple year negotiated agreement is in effect and has an expiration date twelve (12) months or more into the future. Board consideration of salaries and benefits for directors and classified personnel is done annually. Any increase in wages approved by the Board for classified personnel will not be effective for any classified employees hired after May 1st of that year.

The negotiated agreement for certificated employees defines the salary schedule, base salary, initial placement, horizontal and vertical movement, extended contracts, and extra standards compensation. When requesting horizontal movement for the next school year, a **Request for Horizontal Advancement on the Salary Schedule (PER 4)** must be submitted by June 1st for budgeting purposes.

A copy of the negotiated agreement and classified wage scale may be found at the end of the Employee Handbook as well as on the ESU 13 website.

Benefit for Director-level Positions

The Administrator may grant a benefit to ESU 13 Department Directors for additional responsibilities involved in leading and managing their respective departments as well as serving as department advisors to the Administrator (Leadership Team). The Board of ESU 13 may increase, decrease, or otherwise alter, amend or abolish this benefit if it deems necessary to do so in the best interest of ESU 13.

Resignations/Terminations

Notice of non-voluntary termination of Classified employees:

- While two weeks notice should ordinarily be given prior to terminating the employment of classified personnel, the Administrator in his sole discretion may terminate any classified employment with or without advance notice and may, if he/she deems it advisable, suspend any classified employee with or without pay.

Voluntary termination for Classified Employees:

- Classified employees are expected to give at least two weeks prior notice in order to be terminated in good standing. Resignation notice will be submitted in writing to the immediate supervisor or Administrator.

Benefits - Termination for Classified Employees:

- Employees leaving voluntarily shall be paid for any vacation leave that has been earned but not used. Employees whether leaving voluntarily or involuntarily shall not be paid for any personal leave or sick leave that has been earned but not used.

Release from Contract (Board Policy - Article 4, Section 10)

Requests made after April 30th will be granted if one or more of the following conditions are met:

- a. A suitable and qualified replacement has been employed to fill the position.
- b. The conditions of the resignation are in the best interest of ESU #13.

Policy Conflicts

Employees serving schools contracting for ESU 13 services shall also comply with the policies of the schools served. Conflicts between school policy and ESU 13 policy will be resolved by the Administrator.

SECTION 4 - PAYROLL AND BENEFITS

Compensation

Salary payments are made to employees on or before the 5th of each month. All employees receive 12 equal installments: exception for new hires and their start date for the first month. Total compensation is subject to mandatory payroll deductions and elected benefit deductions.

If approved by the Board, salary increases for classified employees shall take effect on the October payroll for the pay dates of August 26th through September 25th; classified personnel hired after May 1st of that year will not be eligible for an increase. If approved by the Board, salary increases for certificated and licensed employees will take effect with the September payroll each year.

Payroll Dates

Payroll Work Dates (25th due date for timesheets and payroll changes)	Pay Dates
July 26th to August 25th	September 5, 2025
August 26th to September 25th	October 3, 2025
September 26th to October 25th	November 5, 2025
October 26th to November 25th	December 5, 2025
November 26th to December 25th	January 5, 2026
December 26th to January 25th	February 5, 2026
January 26th to February 25th	March 5, 2026
February 26th to March 25th	April 3, 2026
March 26th to April 25th	May 5, 2026
April 26th to May 25th	June 5, 2026
May 26th to June 25th	July 3, 2026
June 26th to July 25th	August 5, 2026

Payroll Deductions/Employee Benefits

Income Tax and FICA

Deductions are made from earnings for federal and state income taxes and/or social security as prescribed by state and federal regulations.

Nebraska Public Employees Retirement System (NPERS)

All employees who work at least 20 hours per week (July 1 – June 30) must belong to the Nebraska School Employees Retirement System. As a Member of the School Retirement System, you are required to contribute a percentage of your gross compensation. Under current law your contribution rate is 8.00%. ESU 13 is required by law to match the employee's contribution at the rate of 101%. For more information, visit <https://npers.ne.gov/>.

Insurance

Employees (at least .5 FTE) qualify for health, life and long-term disability insurance as specified below. ESU 13 also provides liability insurance coverage for all employees.

- Health and Dental Insurance – ESU 13 is part of the statewide Educators Health Alliance (EHA) through

Blue Cross and Blue Shield of Nebraska (BCBSNE). Employees are offered a standard Preferred Provider Organization (PPO) insurance plan with a \$1050 deductible, and a HDHP (High Deductible Health Plan) with a \$3,800 deductible and is Health Savings Account (HSA) eligible. ESU 13 does not contribute to the HSA. Each employee subscribing to the employer's provided health insurance receives an Employer contribution of up to \$536.93 per month for Negotiated, Licensed, and Directors and up to \$608 per month for all other staff, based on your FTE, for the purchase of insurance. You must subscribe to EHA to take advantage of this benefit. Premium payments in excess of \$536.93 or \$608 will be deducted from your monthly paycheck.

Coverage will be effective the first of the month following the 1st day of work, unless that day is the first of the month, then coverage is effective on the first of that month. Selection of a family or individual plan must be made within 31 calendar days of hire. Employees employed on a part-time basis (but more than .5 FTE) receive the FTE equivalency of the benefit.

Qualifying Event - Adding new spouse, dependents, newborns: As long as BCBSNE receives the application within 31 days of the event, the effective date will be the first of the month following receipt of the application.

COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) is the Consolidated Omnibus Budget Reconciliation Act of 1985, is a federal law that requires a group health and/or dental plan to allow a covered person to continue his or her group coverage under certain circumstances when coverage would otherwise terminate. The COBRA coverage may be for 18, 29, or 36 months, depending on the qualifying event. This notice is intended to inform you, in summary fashion, of your rights and obligations under Continuation Coverage provisions of the law. For more information, including a Notice of COBRA Continuation Coverage Rights, please visit

<https://www.dol.gov/agencies/ebsa/laws-and-regulations/laws/cobra>.

- Life Insurance – Insurance amount is determined by salary classifications listed below:
 - Class I (salary over \$20,000): \$20,000 Life Insurance
 - Class II (salary \$15,000 to \$19,999): \$15,000 Life Insurance
 - Class III (salary \$10,000 to \$14,999): \$10,000 Life Insurance
 - Class IV (salary less than \$10,000): \$5,000 Life Insurance
 - Optional employee paid life insurance available. For rates and options, contact the Human Resources Manager or Payroll Specialist.
- Long-term Disability Insurance – Insurance is provided in an amount equal to two-thirds (.667) of the salary to a maximum of \$7,500 per month after 30 calendar days of disability.
- Vision Insurance - Available as a voluntary benefit through Vision Service Provider (VSP).
- ESU 13's liability insurance policy covers employees in the performance of their duties and while traveling in ESU 13 vehicles.

Other Deductions

Voluntary deductions can be made for legal tax sheltered annuities, savings plans, United Way, NSEA, and various other deductions specified by the employee.

Section 125 (Cafeteria Plan)

Employees may elect to join this plan that allows the employee to set aside a portion of each paycheck into a tax-free spending account for dependent care and unreimbursed medical expenses. Eligible dependent care expenses include fees paid to daycare centers, nursery schools and private home care providers. Unreimbursed medical expenses include deductibles, co-insurance payments, office visits and prescription co-pays, dental expenses and vision care expenses. Employees who are part of the HSA health insurance plan are not eligible for Section 125.

Employee Assistance Program (EAP)

Employees may participate in the EAP that offers short-term counseling services at no charge to the employee to work through personal problems such as marital conflicts, grief, stress, parenting issues, emotional difficulties, substance abuse, financial troubles, etc. In the event your counselor determines that you could benefit from long-term counseling, those expenses will become your responsibility.

Workers Compensation (WC)

Employees injured in the course and scope of employment (but not willfully negligent at the time of the injury) are covered by WC insurance. The employee will complete an Employee's Report of Injury Form and submit it to their immediate supervisor. The supervisor will fill out the Supervisor's Accident Investigation Form and give both forms to the Executive Administrative Assistant who will complete a First Report of Alleged Occupational Injury or Illness form and submit it to the Worker's Compensation carrier.

Work Schedules

The regular office hours of ESU 13, including the times for lunch and breaks, will be set by the Administrator.

All employees are expected to arrive at work on time. Arriving to work "on time" means arriving at your worksite early enough to be ready and able to begin work at the employee's designated start time. Any employee who is consistently late may be disciplined up to and including termination of employment.

Within each department, lunch schedules may vary in length and will be staggered so each department always has office coverage. For the benefit of the employee, the lunch break shall not be reduced to make up time absent during the day or work week. If you need an occasional longer lunch break for personal reasons, please visit with your immediate supervisor.

The Administrator shall have the discretion to direct that the lunch break be counted as part of the workday. Non-exempt staff in student programs of Meridian, LifeLink, and Panhandle Beginnings will have their lunch break be counted as part of the 40-hour workweek so long as the time does not exceed 30 minutes each day. Employees who leave the school during their designated lunch break must check out with their Program Coordinator. Employees who leave during the work hours for an approved absence must check out and check back in on their timesheet and use the appropriate leave of absence time.

Non-Exempt Employee Break Time – Break time for non-exempt employees is 10 minutes in the morning and 10 minutes during the afternoon. Employees have the option to take break time, if there is coverage and schedule of student needs allow. Break time cannot be "banked" or "saved" for any reason, such as extending your lunch break.

Each employee's workday depends on his/her position and assignment and may vary from department to department. An employee may be assigned or reassigned job duties at the direction of the employee's immediate supervisor. All employees are expected to perform their job duties diligently, faithfully and to the best of their abilities. Consequently, your Department Director and/or immediate supervisor will set your personal workday based on program needs. Phones must be covered in each department at all times, so lunch and break times may be different for employees working in different departments. For itinerant staff, your schedule will reflect the schedule of your assigned schools.

For employees working 12 months per year, but scheduled or contracted for less than 240 days, the work days will be scheduled by the Department Director, with input from the employee, but with the understanding the

Department Director has final approval. After the work schedule is set, the schedule cannot be changed unless approved by the Department Director.

It is necessary for all staff members who do not report daily to the ESU 13 office to submit a schedule to your Department Director. Please keep your schedules current.

Staff are expected to be in their designated work area according to the work schedule provided by their immediate supervisor. Any deviation from your set workday must have prior approval from your supervisor. Deviations from your set workday without your supervisor's prior approval may result in a dock in pay and/or disciplinary action. Non-exempt employees will be required to use the approved timesheets to document hours worked.

Timesheet Expectations

- All non-exempt employees are expected to complete a timesheet and submit to their immediate supervisor or Department Director's designee.
- Any accrual of overtime requires prior approval by the immediate supervisor. Job-related activities performed by non-exempt employees outside the normal 40-hour work week (overtime, if granted) will be compensated by the employer.
- Time away from work cannot be made up without prior approval from the employee's immediate supervisor. If approval is granted, time must be made up the same week that it is taken.
- Time used for sick, personal, bereavement or vacation leave must be submitted on the employee portal and documented on the timesheet. Employees will be docked for any time used beyond the maximum leave allowed per year.
- Timesheets must be signed by the employee and the employee's supervisor and submitted by the due dates listed under the previously identified Payroll Dates.
- After approving timesheets, it is the responsibility of the supervisor or designee to turn completed timesheets into the Payroll Specialist.
- If accuracy of time is questioned, the supervisor will discuss the matter with the employee and make adjustments before the timesheet is provided to the Payroll Specialist. All adjustments must be initialed by the employee. Adjustments made to the time recorded will be reflected on the next month's paycheck.
- Timesheets submitted via email must be received by the designated due dates. Employees must type their name on the signature line, and the immediate supervisor will approve with a "reply all."
- Employees will document time on their timesheet each time they come to the workplace and each time they leave, including lunch break and doctor's appointments, personal errands, etc.
- Employees are not permitted to come in early, document the time on their time sheet, then linger around or socialize. This is referred to as "riding the clock," an action that can be cause for reprimand and even grounds for termination.
- If you miss a time documentation, employees are expected to take their timesheet to their immediate supervisor as soon as they realize their mistake. The supervisor will then write in the correct time and initial.
- Documented time should only be for the employee whose name is listed on the timesheet. It is not permissible to document time on a timesheet for others for any reason.
- Under the Fair Labor Standards Act, employees are not permitted to volunteer their time in a capacity that is the same as their position.

Snow Days

In the case of hazardous weather conditions, the Administrator will notify ESU 13 employees using the electronic notification system when ESU 13 offices are closed. Employees should listen to local media outlets or check their website for specific instructions.

If an employee's designated home office (Scottsbluff, Sidney, or Chadron) is closed, the employee should not travel to a member district. If a member school district is open and an ESU Office is closed, employees are encouraged to connect via Zoom, if possible. These arrangements must be approved by the director.

If ESU 13 student programs and/or member districts are closed but the ESU 13 offices are still open, the following applies:

- Itinerant staff members – report to your designated office if your schools are closed.
- Student program staff members – report to your designated location if your student program is closed.
- All other staff members – report to the ESU.

Itinerant staff who are based from home and the school districts they serve or live in is closed:

- If district served is closed, work from home base
- If the district they reside in is closed and the staff member wants to take the day off, they must take a vacation or personal day unless a flex day has been requested and approved

All staff - if roads are deemed unsafe (consult Nebraska 511) or weather forecast predicts dangerous weather between their home base and their assignment when the ESU offices or schools are in session, staff will work from their home base. Communicate changes with your regular schedule with your supervisor.

A teleworker who is scheduled to be working at home on a day that is declared to be an inclement weather day or a delayed opening is required to work at home as regularly scheduled unless a flex day has been requested and approved.

Leadership Team and Department Meetings

The Administrator may select and appoint employees to the Leadership Team. The Leadership Team will meet regularly to discuss service unit and department progress, accomplishments, and planned activities. Through collaboration, the Leadership Team works to assist with problem solving and shared decision making, coordination of efforts, and program improvement and expansion.

Department meetings will be scheduled by each Department Director. Department Directors will accept agenda items for discussion from members of the department. Information from Leadership Team meetings may be utilized during Department Meetings and vice versa.

Leaves of Absence

Eligible employees accrue leave time at the rate of their Full-Time Equivalent (FTE) per pay period. Accruals are based on paid hours worked or on paid leave hours used in a pay period. To be eligible to accrue leave time (vacation/sick), an employee must be in a paid status for the majority of the work period.

Sick Leave

1. Employees designated on Schedules 3-6 shall be eligible for sick leave without loss of pay. This leave shall be cumulative from year to year not to exceed sixty (60) days.
2. Time granted under this leave may be used for personal illness or because of death or serious illness of the employee's immediate family. Immediate family shall mean the employee's spouse, children,

parents, brothers, sisters, grandparents, grandchildren, in-laws or persons bearing the same relation to the spouse. Sick leave also includes step parents, step-brother, step-sister, and step-children and persons who are “in loco parentis”, which include those currently with day-to-day responsibilities to care for and financially support a child, or in the case of an employee, who had such responsibility for the employee when the employee was a child.

3. Sick leave is granted at the rate of ten (10) days for employees working 185 days and twelve (12) days for employees working 240 days. Employees contracted to work more than 185 days and less than 240 days are granted one day of sick leave for each additional 30 days they work, or major portion thereof, e.g., an employee contracted for 205 days is granted eleven (11) days. Sick leave is accrued as follows:
 - Schedule 4 and 5 employees are granted the total sick leave on the first day of employment.
 - Schedule 3 and 6 employees will begin accruing sick leave upon the first day of employment.
4. For part-time employees, a day of sick leave is defined as the normal part-time working day; e.g., one day of sick leave for half-time employees is equal to one-half day. Sick leave is accumulated on a “day” basis; e.g., if an employee goes from full-time to part-time employment and had accumulated ten (10) days sick leave, then sick leave as a part-time employee would be ten (10) part-time days. If an employee changes from part-time to full-time employment, sick leave accumulated as a part-time employee increases to a full-time day.
5. If the Administrator so requests, employees claiming sick leave privileges shall file a doctor’s certificate attesting to such illness. If the absence due to personal illness exceeds ten (10) days or more, the employee (if requested by the ESU 13 Board) shall submit to examination by a physician of the Board’s choosing. Willful failure to submit such a physician’s statement as requested or willful failure to submit to such an examination if requested shall constitute (at the Board’s discretion) just cause to pursue appropriate actions needed to assure that the instructional services provided to children and youth served by ESU 13 are not diminished.
6. Unless re-employed within one contract or fiscal year, whichever is applicable, all leave so accumulated terminates upon resignation, retirement or termination of employment. If re-employed within one contract or fiscal year, the employee retains any sick leave earned but not used at the time of termination.
7. A salary deduction shall be made from the regular paycheck of any employee whose days absent due to illness exceeds accrued sick leave.
8. Employees will not be paid for unused sick leave upon closure of ESU 13 employment, except as stated in the Negotiated Agreement.
9. Requests for sick leave must be submitted to the immediate supervisor on the employee portal.

Negotiated Agreement:

Sick leave is granted for illness of the employee or for serious illness or death of members of the immediate family. Immediate family shall mean the employee’s spouse, children, parents, brothers, sisters, grandparents, grandchildren, in-laws or persons bearing the same relation to the spouse. Sick leave also includes stepparents, stepbrother, stepsister and stepchildren.

At the beginning of each school year, each employee shall be credited with ten (10) days paid sick leave allowance. The unused portion of such allowance shall be accumulated from year to year up to sixty (60) days.

Employees who resign with at least twenty (20) years of successful employment experience at ESU 13 will receive \$50 for each unused sick day for up to 30 days.

Personal Leave

At the beginning of each year, each full-time employee working less than 240 days shall be credited with two (2) days of paid personal leave. Personnel employed less than full time will be eligible for personal leave in

accordance with their FTE. Unused personal leave shall not accumulate. Classified employees hired after January 1 will receive one personal leave day in their first year of employment.

Notification to the employee's supervisor or other immediate supervisor for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies). Requests for personal leave must be submitted to the immediate supervisor on the employee portal.

Personal leave days immediately preceding or following a scheduled holiday break, (Labor Day, Thanksgiving, Christmas, Mid-year Break, Spring Break, Memorial Day, Independence Day), and in May will be granted only upon the approval of the Unit Administrator or designee.

Provision is made for two (2) days of personal leave with pay. Individuals who are working extended contracts shall receive one additional personal leave day for each 30 work days, or major portion thereof.

Vacation Leave

1. All twelve-month certificated and director level employees will receive vacation leave on the first day of employment at the rate of twelve (12) days per year through their first five years increasing to eighteen (18) days per year if employed more than five years and allowed to accumulate to a maximum of thirty (30) days, unless otherwise specified in the employee contract.
2. All twelve-month classified employees working 240 days shall accumulate vacation leave at the rate of one (1) day per month upon hire and through their first five years, increases to one and one-half (1½) days per month if employed more than five years. Vacation leave is allowed to accumulate to a maximum of thirty (30) days.
3. All twelve-month classified and director level employees (Schedule 6) working a minimum of 20 hours per week (.5 FTE) will earn vacation leave in accordance to their FTE.
4. Twelve-month employees working 240 days will not receive personal leave.
5. Requests for vacation leave must be submitted in advance to the immediate supervisor on the employee portal.

Bereavement Leave

Up to three (3) days of paid leave per occurrence shall be granted to each employee in the event of death of a member of the employee's immediate family as defined in the sick leave language, and to include aunts, uncles, nephews, nieces, and individuals who reside in the home of the employee. Additional days may be charged as sick leave. For persons not in the immediate family, a max of 2 hours of paid leave per occurrence shall be granted. Any bereavement leave more than time allowed must be taken as personal leave, vacation, or unpaid leave.

Dock Time/Leave Without Pay

When an employee has exhausted their leave time provided to them, they may be granted up to 5 unpaid leave days. Unpaid leave may be used to excuse an involuntary absence not provided for in this or other leaves of absence policies. An employee must submit the Dock Day form with supervisors approval within the affected pay period to the Payroll Specialist.

The supervisor shall have discretion to grant or deny the requested unpaid leave in considering the effect of the absence on the education program, operations, length of service, previous record of absence, reason for requested absence, and other factors that are relevant to the program. If an employee's unpaid leave is more than 5 unpaid leave days, the employee could fall into the Progressive Discipline process. An exception is if an employee is on an approved Family Medical Leave (FMLA) they may have more unpaid days than stated above.

Civil Leave

1. Time in court as a plaintiff or as a defendant on a personal matter may be charged to vacation or personal leave, if available; if necessary, employees may take a leave of absence without pay.
2. In the event an employee is called for jury duty by any court of competent jurisdiction, the Administrator shall grant leave to perform such duty without loss of pay to the employee. Without loss of pay is to be interpreted as meaning the difference in pay between the employee's salary and compensation received for jury duty.
3. Employees who are subpoenaed to give testimony at proceedings which are not job related and are, therefore, not a part of the employee's assigned duties, may take leave of absence without pay for time absent from duty. Time absent from duty may be charged to vacation or personal leave if available. The Administrator is authorized to grant regular compensation or any portion thereof if leave taken under this policy without pay would, in the sound discretion of the Administrator, cause a hardship or would be unfair or unreasonable to the employee.
4. Employees, who are served with a work-related subpoena and/or who are required to appear in a matter on behalf of ESU 13 or in which official records for which they are responsible shall have to be produced in court, shall be paid for their attendance in court and shall receive appropriate expenses (travel, subsistence) from ESU 13 if such expenses are not paid by the court or another party.

Professional Growth Leave (Board Policy - Article 4, Section 10)

1. It shall be the policy of ESU 13 to provide to each professional staff member the equivalent of two (2) days during each school year for activities relating to professional growth. For purposes of this policy, *two (2) days* shall mean organized or administratively directed activities over a period of hours equaling the total number of hours in a regular school day which shall mean the regular hours for certificated staff members assigned to the ESU 13 administrative office.
2. Every six (6) years permanent certificated employees shall give evidence of professional growth. Six (6) semester hours of college credit shall be accepted as evidence of professional growth or, in the alternative, such other activities as are approved by the Board, which may include, but are not limited to: educational travel, professional publications, workshops, conferences, webinars, and work on educational committees. Other professional development opportunities may be considered, providing that they are approved by the immediate supervisor.

Other Professional Leave

1. Staff members asked to serve as consultants to outside organizations (not meant to include Nebraska ESUs) may do so if it is determined to be of direct benefit to and in the best interest of ESU 13 and according to the following provisions:
 - The requesting agency shall, unless the function is determined to be an "awareness session," reimburse ESU 13 the daily salary of the employee; travel, meals and lodging expenses shall be reimbursed directly to the employee.
 - If the staff member receives a stipend above expenses, ESU 13 is to be reimbursed the daily cost of the staff member or the stipend received, whichever is less.
 - If the staff member performs consultation services on days that are not ESU 13 contract days, the financial arrangements are between the staff member and the requesting agency. However, the staff member is cautioned that supplies, equipment, materials, facilities owned by ESU 13 should not be used for this purpose.
2. With prior approval of the Administrator and/or Department Director, employees of ESU 13 may be released from duty to serve on accreditation teams in schools served by ESU 13.
3. Any employee who is requested by a recognized state educational agency to serve on a work committee may also be granted leave for such work without loss of pay.

Discretionary Leave of Absence

An employee of ESU 13 may apply to the Administrator for a leave of absence from duties. Such request must be submitted in writing and specify:

- The period of time the employee wishes to be absent from employment without pay and benefits.
- The reason(s) for requesting such absence.
- The day the employee will return to work.

The Administrator reserves the right to grant or deny such requests and make conditional provisions in writing before granting such requests. No leave of absence shall extend beyond one leave year. All discretionary leaves shall be without pay except as may be individually negotiated. Termination of employment may result if the individual fails to comply with the conditional provisions.

Family and Medical Leave Act (FMLA) (Board Policy – Article 4, Section 9.E)

The FMLA provides eligible employees of covered employers with job-protected leave for qualifying family and medical reasons and requires continuation of their group health benefits under the same conditions as if they had not taken leave. FMLA leave may be unpaid or used at the same time as employer-provided paid leave. Employees must be restored to the same or virtually identical position when they return to work after FMLA leave. *An employee who seeks to take FMLA leave should notify the Human Resources Manager as soon as practical.*

Eligible employees:

Employees are eligible if they work for a covered employer for at least 12 months, have at least 1,250 hours of service with the employer during the 12 months before their FMLA leave starts, and work at a location where the employer has at least 50 employees within 75 miles.

The FMLA protects leave for:

- The birth of a child or placement of a child with the employee for adoption or foster care,
- The care for a child, spouse, or parent who has a serious health condition,
- A serious health condition that makes the employee unable to work, and
- Reasons related to a family member's service in the military, including
 - Qualifying exigency leave - Leave for certain reasons related to a family member's foreign deployment, and
 - Military caregiver leave – leave when a family member is a current servicemember or recent veteran with a serious injury or illness.

Download [“The Employee Guide to the Family and Medical Leave Act”](#) for more information about the FMLA, including how to request FMLA leave.

Family and medical leaves shall be allowed under the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) as amended.

Flex Time Leave

Recognizing that occasionally it is in the best interest of ESU 13 for staff members to work beyond the normal workday, the policy in this matter may be to grant time off known as flex time. Flex time is not defined in the Fair Labor Standards Act (FLSA); therefore, flexible work schedules are a matter of agreement between the employer (or designee) and the employee. No employee shall have any right, or any expectation of any right, to earn any flex time. Instead, granting flex time is at the discretion of ESU 13 and subject to mutual agreement with each employee. Flex time will ordinarily be granted on an hour-for-hour basis. However, there may be circumstances where ESU 13 and the employee may agree to deviate from this standard practice.

Flex time may not be accumulated for drive time from the work location to the individual's home. All use of flex time must have prior approval of the department director and must be used within thirty (30) calendar days, unless otherwise approved by the department director. Flex time is noncumulative and non-reimbursable.

- Non-Exempt: Flex time is granted to those employees who are determined "non-exempt" employees as defined in FLSA.
- Exempt: Flex time may be granted to those employees who are determined "exempt" employees as defined in FLSA.

SECTION 5 - BUILDING, ORDERING/PURCHASING, VEHICLES, AND TRAVEL

Building

Keys or Proximity Cards

At the Chadron site, keys will be checked out to personnel who need access to the building through Chadron State College. At the Scottsbluff and Sidney site, employees will use proximity cards to gain access to the building. There is a \$10 replacement fee if the employee loses his/her card. In all other cases, keys will be checked out on an as-needed basis.

Employee Use of Facilities (Personal or for Profit) (Board Policy - Article 3, Section 7)

Employees shall not use ESU 13 facilities for personal use or profit without specific approval from the Administrator and subject to completion of the Facility Use Application & Agreement Form.

Equal Access To and Use of Facilities and Equipment

ESU 13 shall permit the use of Conference Rooms and equipment contained therein by Board members, employees, profit and non-profit organizations, member schools and LEAs subject to completion of the Facility Use Application & Agreement Form.

If you are the facilitator of a meeting scheduled in the ESU 13 building, it is your responsibility to work with the maintenance and custodial staff for room preparation and clean up after the meeting.

Tobacco (Board Policy - Article 3, Section 7.B.)

The use of tobacco products is prohibited in all buildings and all vehicles owned or under the control of ESU 13. Smoking is also prohibited in any outdoor areas where others may be affected by smoke, including areas near the entry of buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (including electronic nicotine delivery systems), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Handheld Communication Devices and Office Phones

Use of personal cell phones, including wearable technology, may not be used when you have students or during instructional time as they are disruptive and interfere with quality student learning time. If there are extenuating circumstances and there needs to be a temporary exception to this procedure, please talk with your immediate supervisor.

Please refrain from making personal calls on office phones and/or personal cell phones; but, if you find it necessary to make the call at work, keep it as brief as possible.

ESU 13 employees, when operating a motor vehicle, shall not use cellular phones or similar electronic communication devices while holding it in their hand. They can only use it in a hands-free manner, such as speaker phone or voice commands, but never while holding it. However, when operating a motor vehicle to transport students, the driver may only use a cell phone or other communication device when safely pulled off the roadway for emergency situations only. Text messaging (reading, writing, sending) on any communication device during the operation of any student transportation vehicle is prohibited.

Maintenance/Custodial Requests

If you need assistance with repairs, movement of equipment/furniture, modifications in physical plant, special custodial jobs, or rearranging to accommodate special circumstances, please submit a request in the online portal to ask the maintenance and custodial staff for assistance. Major modifications to the physical plant require the approval of the Director and Administrator.

Personal Items at Work

Personal items are the responsibility of the employee and will not be repaired, replaced, or reimbursed by ESU 13 if lost, stolen, accidentally or willfully damaged or destroyed. This policy includes all personal effects that are used in the classroom unless prior authorization for use and repair or replacement of the same has been given in writing by the Administrator or his/her designee.

Safety Committee (Board Policy - Article 4, Section 6.B.)

It is the intention of the Safety Committee at ESU 13 to assist employees and administration in providing a safe working atmosphere in the job tasks and service provided to clientele. The Committee does not possess any authority in making decisions with regard to budget, employee discipline, repairing or replacing facility equipment or structures, nor does the committee take responsibility for employee failure to comply with policy and procedures. The Committee will make recommendations in each of these areas and express any concerns to the administrator, board, or pertinent supervisors and it shall be the responsibility of these persons to act or consider these recommendations. The Committee will keep all matters pertaining to specific employees (e.g., review of injuries or reports, complaints, etc.) in strict confidence.

Emergency Operations Plan

ESU 13 has developed an Emergency Operations Plan that provides guidelines for implementing a safe and secure environment for all students, staff and visitors within the facility. This plan is reviewed annually by the Safety Committee.

Fire Drills

Per Section 15.7.1.2 of the NFPA 101-Life Safety Code, not less than one fire drill shall be conducted every month during the school year. It is mandatory that all staff evacuate the building during a fire drill. Fire escape plans have been posted throughout the building. Dates of drills and evacuation times are recorded by the school nurse and submitted to the office of the Nebraska State Fire Marshal at the end of each year. Fire drills are coordinated with the Department Director at the Harms Advanced Technology Center and Carpenter Center for student evacuation of those facilities.

Mail

All incoming mail addressed to ESU 13 is opened by the Receptionist. Mail is delivered to the addressee by the Receptionist. If necessary, each Department is responsible to stamp the date received.

At the Sidney site, incoming mail will be delivered as soon as possible after delivery from the post office.

Outgoing mail that is generated from ESU 13 for delivery to member districts will be delivered by the U.S. Postal Service, UPS or FedEx. All items should be accompanied by the name of the sending department in order that the proper department can be billed for postage. Larger items will be delivered by special arrangements.

If mail is placed in the outgoing basket by 11:00 AM, it will be mailed that day.

Staff Parking – Main Office

Parking spaces in the circle drive are reserved for visitors and school people attending ESU conferences and meetings. Cars that will remain overnight should be parked on the north edge of the parking lot.

Asbestos

Educational Service Unit 13 has completed and has on file at the Administration Office, each building's Asbestos Management Plan. This plan contains the results of all building inspections and response action necessary to either abate or encapsulate any asbestos-containing material. Each building plan is available for public inspection in the Administrator's office at the Scottsbluff Office (4215 Avenue I, Scottsbluff, Nebraska) and at the Sidney location (361 College Drive, Sidney, Nebraska).

Ordering/Purchasing

When ordering supplies or other materials, submit a Requisition Entry on the Software Unlimited Web Link Site which will submit your requisition to your Department Director for approval. You must be given permission by your Department Director to be able to use the requisition area of the Weblink Site. When approval is given, a purchase order will be created which allows one of the ESU 13 Purchasing Agents to place your order.

Sometimes it is necessary to purchase supplies from local merchants utilizing an ESU 13 credit card. Complete a paper Requisition Form signed by your Department Director to obtain a credit card from the Executive Assistant to the Administrator at the Scottsbluff site or from the Office Manager at the Sidney site. Staple the receipt to the Requisition Form and submit to Accounts Payable for payment.

If an authorized purchase is made with personal funds, a signed receipt may be submitted to Accounts Payable for reimbursement purposes. If the amount of the purchase is small, you may submit your signed receipt to the Executive Assistant to the Administrator at the Scottsbluff site or to the Office Manager at the Sidney site for reimbursement from the Petty Cash Fund.

Vehicles

Vehicle Check Out

Vehicles must be checked out through the Receptionist at the Scottsbluff Main Office and through the Office Manager at the Sidney site.

Check-out procedures at the Scottsbluff Main Office:

1. Look at the check-out sheet in the front office or the tablet located in the garage key cabinet to see which vehicle has been assigned to you.
2. Employee key card will allow access to the side doors of the garage.
3. Obtain the corresponding key and key tag from the vehicle board. Move the key tag to the "out section" (meaning the car is currently in use).
4. Each vehicle will have a garage door opener for the overhead door for that bay; therefore, cars must be parked in the same bay upon your return.
5. Return the key and the corresponding key tag to the vehicle board each night. This is very important! Please do not take the keys home with you.
6. Make sure that the vehicle you return has been refueled.
7. Notify the Receptionist if you do not need your assigned vehicle for that day. If you are in the building, simply remove your name from the check-out sheet.

Exceptions:

1. If it is necessary for you to drive your own car, notify the Receptionist as soon as possible.
2. If you have loaded the vehicle with materials and need to drive the same vehicle the following day, notify the Receptionist so that special arrangements can be made.

3. If you need an ESU vehicle for an extended period of time, notify the Receptionist so that special arrangements can be made.
4. Service providers on routine schedules should submit their schedules to the Receptionist for vehicle scheduling.

Check-out procedures at the Sidney Office:

1. Email Tech Support to get access to our Sidney check-out cars. Each car has its own Google Calendar.
2. In order for other staff to see appointments on your phone make sure you set up your calendar appointments as an Event not Appointment Slot.
3. When using the Event selection on the appointment you need to check the car calendar first to make sure the car is not already checked out because it will allow you to double book.
4. Title your calendar Appointment – Your Name-Location.
5. Make sure when you set up your Calendar appointment that you select the correct calendar, it is easy to select your personal calendar instead of a car calendar (use the drop down).
6. Obtain the car key from the vehicle board in the Office Manager's Office.
7. Return the key to the vehicle board each night.
8. Make sure the vehicle you return has been refueled.
9. If you do not need the assigned vehicle for the day, delete the calendar appointment and return the key to the vehicle board in the Office Manager's Office.

Procedure for vehicle “bumping”:

1. If you are scheduled to travel and all vehicles have been booked, the employee with a reserved vehicle with the shortest distance to drive will be “bumped.” If you are “bumped,” the ESU will reimburse you for your travel should you be required to use your personal vehicle.
2. All “bumping” happens through the Receptionist (or Executive Assistant to the Administrator in the absence of the Receptionist). Employees SHOULD NOT randomly “bump” other employees at their own discretion. This is to ensure that the employee being “bumped” has been informed of the change.
- 3.

Prompt Notification

Employees should immediately notify their supervisor about any traffic violations, including speeding tickets. Violations need to be reported within 24 hours of the incident. The supervisor will notify the Administrator if necessary.

Vehicle Travel Logs

Detailed travel logs will be maintained which accurately and consistently record the mileage and purpose of all trips. Travel logs have been placed in all ESU vehicles for this purpose. If individual pages from the travel logs are full, remove that page from the notebook and give it to either the Business Manager or the Receptionist.

Use of Vehicles

ESU 13 shall not permit the use of its vehicles by Board members, employees, profit and nonprofit organizations, members schools and LEAs unless the purpose of use is to conduct ESU 13 business.

Travel

Travel Policy (Board Policy - Article 4, Section 13)

- A. ESU #13 seeks to ensure efficiency and promote fiscal accountability for ESU #13 travel expenditures. It is expected that ESU #13 Board members, employees and volunteers will apply this policy in a manner that strives to keep expenses to a minimum and assigns the costs of business related travel appropriately.

B. It shall be the policy of ESU #13 to permit and to authorize Board members, employees, and volunteers of ESU #13 to incur certain expenses authorized by law for travel to and from attendance at educational workshops, conferences, training programs, official functions, hearings, or meetings. This policy shall not pertain to employees incurring mileage or other travel expenses during the regular course and scope of employment.

C. Travel expenditures shall be authorized by the Board provided the following conditions have been met:

1. Board Travel

The Board of ESU #13 will be invited to attend relevant educational workshops, conferences, training programs, official functions, hearings, or meetings. After administrator approval, transportation and lodging arrangements will be made through ESU #13. If a personal vehicle is used, mileage will be paid. If an ESU #13 credit cards are not provided, meals and incidental expenses will be reimbursed upon submitting receipts.

2. Employee and Volunteer Travel

- a. Employees of ESU #13 and volunteers performing services under the supervision and at the direction of ESU #13 shall submit a *Travel Request* to the administrator for approval to attend any of the following: educational workshops, conferences, training programs, official functions, hearings or meetings. The purpose for attending will be detailed along with an estimated cost for travel and attendance relating to the event. It is necessary to submit the *Travel Request* at least 30 days before the dates of the trip.
- b. Staff should use an ESU #13 credit card to make registration and advance hotel accommodations, when possible. These cards are available through the Administration office and can be used for pre-approved business expenses associated with ESU #13 travel. Then, an ESU #13 credit card can be signed out, with advanced approval of the Board and/or administrator, and used to pay for meals and other pre-approved expenses during the trip. The credit card should be returned to the Administration office within two business days following the return from travel.
- c. A physical or scanned copy of all related expenditure receipts must be given to the appropriate business office. In addition, attach a copy of the conference brochure and/or the meeting agenda when submitting the travel documentation. A reimbursement check will be issued if out-of-pocket expenses are listed.
- d. Expenses for an individual who will not participate in or attend the event should not be charged with the ESU #13 credit card.
- e. All receipts must be itemized and imprinted with the name of the establishment.
- f. Purchases within the State of Nebraska are exempt from Nebraska sales, use and lodging tax.
- g. Any employee who incurs expenses that are inconsistent with this policy or otherwise not pre-approved by the administrator or Board will be required to reimburse ESU #13

for said expenses. If the administrator determines that an employee abused the use of the ESU #13 credit card, the administrator has the discretion to terminate said employee's employment.

D. Travel expenditure categories

1. Airfare

- a. Transportation connected with ESU #13 business travel should be purchased at the lowest reasonable coach/economy fare that meets business needs.
- b. First class airfare is not permitted to be purchased.
- c. Economy plus, seating upgrades, or pre-boarding options are not permitted to be purchased with ESU #13 resources.

2. Personal Vehicle

- a. Use of a personal vehicle is permitted, with director approval, or if there is no ESU #13 vehicle available.
- b. Reimbursement for use of a personal vehicle is based on the IRS standard mileage rate.

3. Lodging

- a. ESU #13 has set up direct bill arrangements with many hotels in Nebraska. Overnight lodging in Nebraska should be arranged with one of these hotels. The direct bill method is required for hotel expenses in Nebraska. Government rates and/or most economical rates should be obtained whenever possible.
- b. This policy does not apply if the employee is attending a convention or meeting and there is a negotiated meeting rate at the host hotel. However, the employee should obtain an Exemption Permit for use of the Credit Card from the Administration Office prior to making the reservation.
- c. If employees charge non-room incidentals to the lodging bill, detailed documentation must be provided.

4. Transportation

- a. Detailed documentation needs to accompany the receipt for parking fees, toll fees, taxi and other transportation services.

5. Meals

Employees are responsible for reasonableness of all meal charges. Meal receipts must include a detailed breakdown of charges and must be submitted as part of the *Travel Request*. Meal expenses including tip must be within the US General Services Administration per diem rates at the time of travel. It is the employee's responsibility to calculate overage and reimburse ESU 13 for that amount:

https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiemsreport&fiscal_year=2025&state=NE&city=&zip=

- a. No claims may be made for alcoholic beverages.

- b. Meals cannot be claimed if they are provided as part of the lodging, workshop, training, or meeting. The GSA per diem rate will be reduced by the value of meals provided.
- c. Accounting for Meals, Lodging and Other Travel Expenses

1) One day travel to areas outside of normal work assignment

Breakfast – Breakfast on the day of the trip can be claimed only if departure is at or before 6:30 AM.

Lunch – Lunch can be claimed if it is “on your own” and you are required to be at the event, and the event is not located in the community where you reside or the community of your normal work assignment.

Supper – Dinner on a one day trip can be claimed only if return is at or after 7:00 PM.

2) Meals for a trip with an overnight stay:

Breakfast – Breakfast can be claimed only if departure is at or before 6:30 AM or following an overnight stay.

Lunch – Lunch can be claimed if:

- a) on day of departure if at or before 11:00 AM
- b) on day of return if at or after 2:00 PM
- c) on other full days with overnight stay

Supper – Supper can be claimed only if return is at or after 7:00 PM.

Travel Coordination

ESU 13 staff members travel to a number of trainings/conferences/meetings across the state. To ensure the efficient and effective use of ESU 13 resources, Department Directors (or designees) will make all travel arrangements including registrations.

In addition to the above mentioned Board Travel policy, please adhere to the following travel request guidelines:

1. Make sure the travel request is filled out completely and signed by the Department Director and Administrator.
2. If registration is required, include registration information and the meeting agenda if available. If online registration is required, include the web address and registration receipt. Make a copy of the travel request (and supporting documentation) and submit it to the Business Office.
3. If an ESU vehicle is required, notify the Receptionist at the Scottsbluff site so that one is reserved for you.
4. It is your responsibility to obtain an ESU credit card from the Executive Assistant to the Administrator at the Scottsbluff site or the Office Manager at the Sidney site before departure.
5. Travel receipts (including itemized receipts for food and beverages) must be submitted to the Business Office at the Scottsbluff site or the Office Manager at the Sidney site in a timely manner.

Reimbursement Requests

Reimbursement submissions that include travel:

1. Conference - include agenda from the conference.
2. Conference location should be reasonable - within the 48 continental USA States and closest to your location.

3. Price per night of hotel - is greater than the GSA rate for that city - must justify why the higher price.
4. Mileage requests - Must include MapQuest/Google Maps/Bing showing distance traveled roundtrip.
5. Reimbursement for tips is capped at 20% for reimbursement.
6. If purchasing food for multiple people - provide a list of people.
7. Airfare - when viewing prices, print the information about the various options to prove you have chosen the most cost effective trip.

Mileage

An employee authorized to use a personal vehicle for ESU 13 business will be reimbursed for use of the vehicle. Employees will submit a monthly Mileage Reimbursement Claim Form (BA 1) for reimbursement purposes for travel within ESU boundaries. The mileage rate will be equal to the rate established by the Internal Revenue Service Code. Mileage reimbursement shall be computed as follows:

1. Employees are assigned a home base from which mileage will be paid.
2. If an ESU 13 vehicle is not available, employees will be reimbursed for all miles driven from their home base to and from any subsequent assignments during the day, unless otherwise approved by an employee's Department Director.
3. Employees will be paid mileage from their last assignment to their home base each day.
4. For services contracted outside the ESU 13 boundaries, items (2) and (4) apply for mileage reimbursement.
5. Mileage paid to an employee will never exceed "round trip mileage."
6. Employees residing out of state or out of the ESU 13 service area and approved to work from home, will be paid mileage starting at the boundary line of the ESU 13 service area.

Note: Personal vehicles should only be used when an ESU vehicle is not available or when special arrangements have been made with the Department Director in advance of the travel. ESU 13's liability insurance policy does not cover your personal vehicle.

Home Base Placement

Because ESU 13 activities are extended to a broad geographical area surrounding Scottsbluff, it shall be the policy of ESU 13 to, whenever possible, secure staff residing in or near the schools such staff will be serving. To this extent, the Administrator shall designate a home base for each employee and all mileage reimbursement will originate from the designated home base of the employee. All necessary travel to the designated home base shall be the responsibility of the employee. All required staff travel from the designated home base to ESU 13 assigned activities shall be eligible for mileage reimbursement as provided in the mileage section of Board policy.

Courtesy Fund

Contributions:

- Suggested contribution each semester is \$10. Please submit your contribution to the Executive Assistant to the Administrator (Scottsbluff Office) and the Office Manager (Sidney Office). Suggested contribution dates:
 - First semester – on or around September 1st.
 - Second semester – on or around January 1st.

Acknowledgements:

- Death – employee or immediate family (plant or flowers or donation to memorial fund). Definition of immediate family for this purpose is employee's spouse/significant other, parents and children.
- Hospitalization – employee (plant or flowers or gift certificate)
- Birth – employee (gift certificate)
- Wedding – employee (gift certificate)
- Retirement – employee (\$50 gift certificate, card, cake and punch). Employees are welcome to bring personal retirement cards.

Contacts: The Executive Assistant to the Administrator is the contact person in Scottsbluff and the Office

Manager in Sidney. Inform them of a death, hospitalization, birth, wedding, retirement or employee leaving. It will be the responsibility of the Department Director or his/her designee to get this information to them.

SECTION 6 - PROFESSIONALISM

Conditions of Professionalism

As a condition of employment, all employees of ESU 13 are accountable for their personal, professional and ethical behavior within ESU 13 as set forth in this handbook. As employees of ESU 13, we are in the position of trust and, as such, must utilize sound judgment in the application of our organizational standards. This includes representing ESU 13 in a professional manner at all times by applying the highest standards of ethical behavior, appropriate conduct and professional attire in everything we do. Everyone at ESU 13 has a responsibility for building and maintaining an environment of respect which includes being considerate in how we communicate and interact with each other. In addition, all student and staff information, and other confidential or non-public information, is to be handled properly in order to protect it from inappropriate access, use and disclosure. All staff members shall be responsible for promoting a positive, professional environment at ESU 13.

The ESU 13 Board recognizes the need for continued professional growth on the part of the certificated employees. To meet the professional growth requirements of Nebraska State Statute 79-830, designated professional activities will be approved as evidence of professional growth by permanent certificated employees covered under the statute. If a certificated employee fails to give evidence of professional growth as required in the statute and defined as “just cause”, the ESU 13 Board, by a vote of the majority of its members, may determine that a certificated employee’s contract be terminated. A form entitled Personal Growth Plan may be found on the ESU 13 website by clicking the clipboard below ESU 13 Staff Resources. The Professional Growth Record of Activities is the second page of that form. Leaves of absence for professional reasons are defined in Part II of this handbook (Leaves of Absence).

Examples of Professionalism

ESU 13 Employees Serving on the Instructional Faculty of a School

It shall be the policy of ESU 13 to coordinate and cooperate with all school districts receiving services through ESU 13 employees serving on the instructional or service faculty of a school. Such coordination and cooperation shall consist of accommodating reasonable requests from the administration of such school to the extent that any such coordination would be non-violative of any statute, rule or regulation or collective bargaining contract or individual contract of any employee of ESU 13. This policy shall be modified to be in conformity with such statute, rule or regulation, collective bargaining agreement, or individual employment contract.

Professional Membership

Your membership in professional organizations is not required; however, it is suggested that you should become a member of a professional organization dealing with your particular discipline. If you work very closely with teachers, you may want to consider membership in a professional organization.

Staff Relationship

Since the ESU is by nature one of service, it is extremely important that operations proceed smoothly and efficiently. If you can suggest a way of improving services, please do so. It is absolutely essential that we become known as a closely-knit team of experts who know their business and are concerned only with performing that business. The distinguishing character and attitude of a single department permeates throughout the Unit. Your successes (and failures) are viewed as ESU successes (and failures). We will all be diminished by malicious, derogatory comments made by one employee about a fellow employee.

Dress

Discretion in style of dress and behavior is essential. All employees are required to dress in appropriate attire according to their job assignment. Staff who are assigned to work in a school district must adhere to the dress code of that building. The appearance of employees reflect on ESU's image; therefore, please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and ESU 13.

Cellular Phones Owned by ESU 13

Cellular phones checked out to ESU 13 employees should be used for official business purposes only and calls should be kept as brief as possible. Use good judgment when using a cellular phone while driving.

Performance-Based Staff Evaluation

The Board of ESU 13 hereby establishes a performance-based evaluation system as a continuous process of formative and summative evaluation activities that are designed to promote professional growth and development for the certificated and classified employees of ESU 13.

The components of the evaluation process are identification of job related expectations, documentation of performance, conferencing about performance and the opportunity for improvement of performance. The activities of each component will be designed to promote fairness, objectivity, and mutual trust and respect.

To help assure that a performance-based evaluation system is developed and maintained under this policy, ESU 13 will provide the time, resources and training necessary for the effective implementation, operation and evaluation of the performance-based evaluation system. With this commitment on the part of ESU 13, the evaluation system is expected to make a positive difference in the educational services provided to schools served.

Personnel Files

Employee personnel records are maintained by the human resources department. As required by law, some records relating to medical issues and internal investigations are maintained in separate files. For purposes of this policy, a personnel file includes records related to performance and training as well as other records used for hiring, promotion and disciplinary decisions. The personnel file does not include any reference checks, medical records or investigation files. Depending upon the circumstances, employees may be provided access to records pertaining to internal investigations, with appropriate redactions to protect the rights of others.

Employees, or their representative, may request access to their personnel file by submitting a request to human resources in writing. Upon receipt of the written request, human resources will schedule an appointment to view the file during normal office hours. Employees are not permitted to remove any documents from the personnel file but may provide a written response to any document in the personnel file. Written responses will be attached to the original document in the personnel file. Employees may also request copies of documents in their personnel file. Requests for copies must be made in writing to human resources.

It shall be the policy of ESU 13 to follow state statute regarding personnel files. ESU 13 shall comply with the requirements of the rights and privacy regulations governing inspection and review of personally identifiable data maintained on each employee, past or present, of ESU 13. Records of personnel who resign, retire, are terminated, or non-renewed from employment with ESU 13 shall be retained in a manner that complies with the Nebraska Records Management Act.

Personnel records include electronic as well as paper records. The HR department will work with the IT department periodically to review and ensure that the HR department's electronic records system relating to employee information is secure.

Complaint and Grievance

Grievance Procedures (Board Policy - Article 5, Section 1)

It is the intent of the Board of ESU 13 that potential areas of conflict and equitable solutions to problems which may arise affecting the welfare or working conditions of employees of ESU 13 be resolved at the lowest possible administrative level. In keeping with the goal to maintain high staff morale and increased effectiveness of employees, the Board has adopted a formal procedure for resolving complaints and grievances.

Community Relations

The Board of ESU 13 recognizes political activity in our democratic society as legitimate and necessary. The Board will, at its discretion, take positions on political issues, which are likely to affect the educational process, but not on non-educational political issues.

The Board requires that staff members who desire to seek public office or to engage in other political activity likely to interfere with their normal work requirements seek prior Board approval so that necessary work adjustments can be made.

In order to guard against placing students or staff members under undue pressure to adopt particular positions on political issues, the Board directs that employees avoid using their positions or their access to school materials or facilities for solicitation, promotion, recruiting or to otherwise work for the election or defeat of any candidate for public office or to influence the outcome of an election or a decision by a governing body on a political issue. Specifically, employees are restricted from the use of the following for such purposes: (1) their position; (2) classrooms, buildings or facilities; (3) students, and (4) ESU 13 equipment, materials, mailing system, and technology resources such as the web page, fax, e-mail, or distance learning system.

These restrictions do not apply to employees who are engaged in authorized lobbying activities on behalf of ESU 13. The restrictions also do not apply to the distribution of employee-association correspondence or newsletters in the normal course of association business, even though those communication media may contain information concerning adopted positions of the association on political issues.

SECTION 7 - ACCREDITATION AND UNIT IMPROVEMENT

ESU Accreditation

Improvement and Evaluation (Board Policy - Article 3, Section 3)

ESU 13 will develop and implement a continuous improvement process to promote quality learning, equity, and accountability. This improvement process will include, but is not limited to, the following activities within each five-year period: review and update of a mission and vision statement; on-going collection and analysis of aggregate data about student performance, programs, core services and services, demographics, and school district satisfaction; identification of annual improvement goals based on such data; development and implementation of a plan that includes procedures, strategies, or actions to achieve goals; and annual evaluation of progress toward improvement goals.

Unit Improvement

ESU 13 is committed to continuous improvement through implementation of a Unit Improvement Plan.

Steering Committee

A committee of various staff members, representing ESU Departments, who collaborate with the Leadership Team to lead the continuous improvement process and organize the plans for quarterly Unit Improvement Days.

Unit Improvement Committees

Following strategic planning, internal improvement committees were created as problem-solving teams to address issues raised, to increase the lines of communication, to utilize the strengths and expertise of all staff members, and to share the responsibilities and workload involved with the continuous improvement process. Representatives from all departments serve on the committees. These committees make recommendations to the leadership team for final decisions on changes that will be made.

Unit Improvement Committee Types

Leadership Team (Department Directors): Focuses on service unit and department progress, accomplishments, and planned activities. Through collaboration, the Leadership Team works to assist with problem solving and shared decision making, coordination of efforts, and program improvement and expansion.

Other Unit Improvement committees were established to align to data collected from the annual internal staff survey. (Exception: The Safety Committee is required by law to hold quarterly meetings and will continue every year.) Each Unit Improvement committee is facilitated by a Department Director who develops the agenda based on Steering Committee recommendations and seeks input from staff members. The ESU Administrator is invited to be an integral part of each committee.

SECTION 8 - NEGOTIATED AGREEMENT 2025-2027

This Agreement is made and entered into this 21st day of January 2025 by and between the Board of Educational Service Unit #13, in the County of Scotts Bluff, in the State of Nebraska (hereinafter referred to as "the Board"), and Educational Service Unit #13 Education Association, Certified Collective Bargaining Agent (hereinafter referred to as "the Association").

NEGOTIATIONS PROCEDURES

Negotiations shall be conducted as follows:

- 1. The Board and the Association's representatives will meet to provide both parties the opportunity to explain proposals.**
- 2. Each party is responsible for communicating with its membership. Negotiations will be confidential until the parties mutually agree to release information.**
- 3. Meetings will be at mutually agreed upon times.**
- 4. The agreement shall be reduced to writing, submitted to the Board and the Association for ratification. Both parties shall sign the document following ratification.**

ARTICLE I - Association Rights

A. Association Use of ESU #13 Property

The Association shall be allowed the use of the Unit buildings for meetings, providing that such use does not result in unscheduled maintenance costs, in which case a fee for that use will be assessed according to the established Use of Facility guidelines.

The Association shall be allowed the use of Unit equipment including computers, copiers, audio-visual equipment, and standard office equipment, provided that the Board may assess the Association a reasonable fee for expendable supplies during such use.

The Association shall be allowed, upon approval of the Administrator, to make use of the Unit's communication system, including the distance learning system, teachers' e-mail, etc. Such use shall not cause unnecessary interruption of the education program of the Unit.

ARTICLE II - Grievance Procedure

ESU #13's current Grievance Procedure can be found in Board Policy.

ARTICLE III - Salaries

A. Salary Schedule

The salary of each employee covered by this Agreement shall be determined by the salary schedule attached to this Agreement.

B. Base Salary

The base salary for the 2025-2026 school year shall be \$40,568.00.

The base salary for the 2025-2026 school year shall be \$XX,XXX.XX.

For the 2025-2026 and 2026-2027 school years, the total package shall increase by 3.14% annually. The total package is defined as the cost of the standard salary schedule (the base salary times the cumulative index factor), plus extended contracts, extra standards compensation, flat salary, health and dental insurance, life insurance, and disability insurance. The base will be calculated after allowing for costs of extended contracts, extra standards compensation, flat salary, health and dental insurance, life insurance, and disability insurance.

The faculty positions in place at the time of this Agreement's approval (faculty positions as of October 1, 2024) shall constitute the base year faculty. The same faculty will be adjusted for one-year additional experience. The faculty so adjusted will be used to determine the index factor for the 2025-2026 year. The same process will be used for the 2026-2027 year based on the faculty positions in place as of October 1, 2025.

C. Initial Placement

Commencing with the 2003-2004 negotiated agreement, all newly hired certificated employees shall be credited with all previous professional experience in any accredited educational institution. Placement on the salary schedule shall reflect the actual years of prior experience. Newly hired certificated employees without prior experience shall be placed on the first step in the appropriate degree column.

Employees shall be placed on the salary schedule according to their degree level and graduate hours earned beyond that degree according to the salary schedule.

D. Horizontal Movement

Horizontal movement on the salary schedule will be granted only for approved graduate semester hours earned above and beyond full certification and endorsement for the current position. The hours must have been earned with a transcript or other evidence on file by September 1 in order to receive credit.

No more than 36 semester hours will be credited beyond the BA unless the MA is earned.

E. Vertical Movement

Employees shall be placed on the proper vertical step in accordance with their experience in the Unit plus credited prior professional experience.

Salary schedule advancement for experience shall be credited at the rate of not more than one year of experience for each year of employment.

F. Extended Contracts

Where a contractual agreement has been reached between an individual employee and the Unit relating to employment beyond the annual employment period defined in Article V, Section C. The salary for that extended contract shall be a prorata extension of that employee's salary scheduled daily rate of pay for the annual employment period.

G. Amended Contracts

The contract terms (i.e., scope of duties and duration) must be mutually determined by the employee and ESU administration. The compensation package must be consistent with the current negotiated agreement.

Example below for guidance.

Example – Where an agreement has been reached between a certified employee and the Unit relating to the employee agreeing to teach an additional class during planning time, then that employee shall be entitled to additional compensation as follows: A proportionate amount of the base salary.

H. Extra Standards Compensation

The following positions within the bargaining unit shall receive additional compensation:

School Psychologists	35% of base salary
Speech Pathologists with National Certification	30% of base salary
Speech Pathologists	15% of base salary
Physical Therapist	15% of base salary
Occupational Therapist	15% of base salary

ARTICLE IV - Annuities and Insurance

A. Flat Salary

The flat salary amount for 2025-2026 shall be \$916.67 per month for 12 months and for 2026-2027 the monthly amount shall increase by the same percentage as the previous year for 12 months for each employee who is 1.0 FTE.

Personnel employed at a minimum of half-time (.5 FTE) shall receive flat salary at a pro-rated amount equal to their FTE.

B. Health and Dental Insurance

The Board offers an insurance plan to employees who wish to carry insurance in the EHA (Educators Health Alliance) health and dental insurance, \$1050 Deductible and the \$3800 HSA-Eligible. The Dental Plan option is PPO-100% A, 75% B, 50% C Coverage-Option 2.

The employer contribution toward the cost of the health and dental plan for the contract period shall be at least \$536.93 per month, but not less than 60% of the premium for a single health and dental plan.

Health = \$863.10 + Dental Single = \$31.78 Total= \$894.88 X .60 = \$536.93 Benefit toward insurance cost

C. Life Insurance

\$20,000 of Life Insurance is provided for staff whose salary exceeds \$20,000 per year.

D. Disability Insurance

The Board shall provide long-term disability insurance for each employee covered by this Agreement. Benefits shall be payable upon the expiration of a 30 day elimination period at 66 2/3 percent of annual contractual salary plus fringe benefits.

E. Section 125 Cafeteria Plan

The Board shall provide a Section 125 Cafeteria Plan for employees covered by this Negotiated Agreement. For the 2023-2024 and 2024-2025 contract years, employees will be provided with Benefit Cards to access their Flex Spending funds. The Board shall pay all expenses related to the administration of this plan.

ARTICLE V - Terms of Employment

A. Release from Contract

Request by any certificated employee for release from his/her contract will be granted if the request is made by April 30th and all current contract obligations are met.

Requests made after April 30th will be granted if one or more of the following conditions are met:

- a) a suitable and qualified replacement has been employed to fill the position
- b) the conditions of the resignation are in the best interest of ESU13.

B. Part-Time

Part-time employees will receive salary and fringe benefits as provided for elsewhere in this agreement according to their FTE.

C. Annual Employment Period

The annual employment period for bargaining unit employees shall be 185 contract days.

ARTICLE VI- Leaves

A. Sick Leave

Sick leave is granted for illness of the employee or for serious illness or death of members of the immediate family. Immediate family shall mean the employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, in-laws or persons bearing the same relation to the spouse. Sick leave also includes stepparents, stepbrother, stepsister and stepchildren.

At the beginning of each school year, each employee shall be credited with ten days paid sick leave allowance. Employees contracted to work more than 185 days and less than 240 days are granted one day of sick leave for each additional 30 days they work, or a major portion thereof. The unused portion of such allowance shall be accumulated from year to year up to 60 days.

Employees who resign with at least 20 years of successful employment experience at ESU #13 will receive \$50 for each unused sick day for up to 30 days.

B. Personal

At the beginning of each year, each employee shall be credited with two days of paid personal leave. Unused personal leave shall not accumulate.

Notification to the employee's supervisor or other immediate supervisor for personal leave shall be made at least five days before taking such leave (except in the case of emergencies). Requests for personal leave must be submitted to the immediate supervisor on the employee portal.

Personal leave days immediately preceding or following a scheduled holiday break, {Labor Day, Thanksgiving,

Christmas, Mid-year Break, Spring Break, Memorial Day, Independence Day), and in May will be granted only upon the approval of the Unit Administrator or designee.

Provision is made for two days of personal leave with pay. Employees contracted to work more than 185 days and less than 240 days are granted one day of personal leave for each additional 30 days they work, or major portion thereof.

C. Vacation Leave

Individuals who have extended contracts of 240 days or more will not receive personal leave, rather they will receive vacation leave. Vacation leave will begin on the first day of employment at the rate of 12 days per year if employed from one to five years increasing to 18 days per year if employed more than five years to a maximum of 30 days.

D. Bereavement

Up to three days of paid leave per occurrence shall be granted each employee in the event of death of a member of the employee's immediate family as defined in the sick leave language, and to include aunts, uncles, nephews, nieces, and individuals who reside in the home of the employee. Additional days may be charged as sick leave. For persons not in the immediate family a maximum of 2 hours paid leave per occurrence shall be granted. Any bereavement leave more than time allowed must be taken as personal leave, vacation, or unpaid leave.

E. Relationship of the Family and Medical Leave Act (FMLA) to Local Leave Policies

Coordination of FMLA and ESU #13 personnel practices may be found in Board policy.

ARTICLE VII - Miscellaneous Provisions

A. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.

B. Separability Clause

If any of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE VIII - Personnel File

A. Derogatory Material

No material derogatory to an employee's conduct, seNice, character, performance or personality shall be placed in the employee's personnel file unless the employee has been provided a copy and had the prior opportunity to review the material. The employee shall acknowledge that they had the opportunity to review such material by affixing their signature to the copy to be filed with the expressed understanding that such signature in no way

indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such materials and their answer shall be reviewed by the Administrator or the Administrator's designee and attached to the file copy.

ARTICLE IX - Authorization

This contract shall be effective as of the beginning of 2025-2026 school year and shall continue in effect until replaced by a new agreement.

In witness whereof the parties hereto caused this contract to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures to be placed hereon, all on this day and year.

NEGOTIATED AGREEMENT SALARY SCHEDULE 2025-2026

Year	BA+00	BA+09	BA+18	BA+27	BA+36
1	\$40,568	\$42,292	\$44,016	\$45,740	\$47,465
2	\$42,292	\$44,016	\$45,740	\$47,465	\$49,189
3	\$44,016	\$45,740	\$47,465	\$49,189	\$50,913
4	\$45,740	\$47,465	\$49,189	\$50,913	\$52,637
5	\$47,465	\$49,189	\$50,913	\$52,637	\$54,361
6		\$50,913	\$52,637	\$54,361	\$56,085
7		\$52,637	\$54,361	\$56,085	\$57,809
8		\$54,361	\$56,085	\$57,809	\$59,534
9			\$57,809	\$59,534	\$61,258
10			\$59,534	\$61,258	\$62,982
11			\$61,258	\$62,982	\$64,706
12				\$64,706	\$66,430
13				\$66,430	\$68,154
14				\$68,154	\$69,878
15					\$71,603
16					\$73,327
17					\$75,051
18					\$76,775

Flat Salary \$11,000/year

SLP 1st Year: 15% on Base / SLP Ntl Cert: 30% on Base

OT/PT: 15% on Base

School Psyc: 35% on Base

****The Flat Salary amount of \$11,000/year is not included in the above amounts.***

Year	MA+00	MA+09	MA+18	MA+27	MA+36	SP+00
1	\$47,465	\$49,189	\$50,913	\$52,637	\$54,361	\$54,361
2	\$49,189	\$50,913	\$52,637	\$54,361	\$56,085	\$56,085
3	\$50,913	\$52,637	\$54,361	\$56,085	\$57,809	\$57,809
4	\$52,637	\$54,361	\$56,085	\$57,809	\$59,534	\$59,534
5	\$54,361	\$56,085	\$57,809	\$59,534	\$61,258	\$61,258
6	\$56,085	\$57,809	\$59,534	\$61,258	\$62,982	\$62,982
7	\$57,809	\$59,534	\$61,258	\$62,982	\$64,706	\$64,706
8	\$59,534	\$61,258	\$62,982	\$64,706	\$66,430	\$66,430
9	\$61,258	\$62,982	\$64,706	\$66,430	\$68,154	\$68,154
10	\$62,982	\$64,706	\$66,430	\$68,154	\$69,878	\$69,878
11	\$64,706	\$66,430	\$68,154	\$69,878	\$71,603	\$71,603
12	\$66,430	\$68,154	\$69,878	\$71,603	\$73,327	\$73,327
13	\$68,154	\$69,878	\$71,603	\$73,327	\$75,051	\$75,051
14	\$69,878	\$71,603	\$73,327	\$75,051	\$76,775	\$76,775
15	\$71,603	\$73,327	\$75,051	\$76,775	\$78,499	\$78,499
16	\$73,327	\$75,051	\$76,775	\$78,499	\$80,223	\$80,223
17	\$75,051	\$76,775	\$78,499	\$80,223	\$81,947	\$81,947
18	\$76,775	\$78,499	\$80,223	\$81,947	\$83,672	\$83,672

Flat Salary \$11,000/year

SLP 1st Year: 15% on Base / SLP Ntl Cert: 30% on Base

OT/PT: 15% on Base

School Psyc: 35% on Base

****The Flat Salary amount of \$11,000/year is not included in the above amounts.***

SECTION 10 - EMPLOYEE CLASSIFICATION SCHEDULES

Educational Service Unit No. 13 employs personnel with various degrees, education, and experience. Therefore, ESU 13 employees have been divided into classifications that generally define conditions of their employment.

Schedule 1 - Hourly Employee

1. Positions include employees who are hired on an hourly basis as the need arises.
2. Salaries are computed on the basis of the exact number of hours worked.
3. No paid holidays.
4. No paid vacations.
5. No sick, personal, vacation or bereavement leave.
6. No fringe benefits.

Schedule 2 - Daily Employee

1. Positions include employees who are hired on a daily basis as the need arises.
2. Salaries are computed on the basis of the exact number of days worked.
3. No paid holidays.
4. No paid vacations.
5. No sick, personal, vacation or bereavement leave.
6. No fringe benefits.

Schedule 3 - Less than 240 Day Employees

1. Positions include 0.5 to 1.0 FTE, less than 240 days.
2. Qualifies for sick, personal, and bereavement leave upon hire date. Accrual rate based on FTE. Director designation receives leaves up front.
 - Sick: Ten (10) sick days are granted at the rate of one day per month. Cumulative to 60 days. Employees contracted to work more than 185 days and less than 240 days are granted one day of sick leave for each additional 30 days they work, or major portion thereof, e.g., an employee contracted for 205 days is granted eleven (11) days
 - Personal Days: Two (2) personal days of leave each year. Individuals who are working extended contracts shall receive one additional personal leave day for each 30 work days, or major portion thereof. Not cumulative.
 - Bereavement: Up to three (3) days leave may be granted with pay for each bereavement. Up to a max of 2 hours for non-family members.
3. Qualifies for fringe benefits (health, dental, life, and LTD insurance and retirement plan) on the first of the month following the 1st day of work, unless that day is the first of the month, then coverage is effective on the first of the month. Health insurance premiums if not paid during summer months must be paid in advance by the employee if coverage is desired.

Schedule 4 - Certificated, Licensed, Professional, or Director

1. Positions include employees required to have Nebraska certification and/or licensure for their particular position. Terms of employment are defined in the Negotiated Agreement or in the Notice of Appointment.
2. Qualifies for sick, personal, and bereavement leave upon hire date. Accrual rate based on FTE.
 - Sick: Ten (10) sick days are given up front. Cumulative to 60 days. Employees contracted to work more than 185 days and less than 240 days are granted one day of sick leave for each additional 30 days they work, or major portion thereof, e.g., an employee contracted for 205 days is granted eleven (11) days

- Personal Days: Two (2) personal days of leave each year. Individuals who are working extended contracts shall receive one additional personal leave day for each 30 work days, or major portion thereof. Not cumulative.
 - Bereavement: Up to three (3) days leave may be granted with pay for each bereavement. Up to a max of 2 hours for non-family members.
3. Qualifies for fringe benefits (health, dental, life, and LTD insurance and retirement plan) on the first of the month following the 1st day of work, unless that day is the first of the month, then coverage is effective on the first of the month.

Schedule 5 - Administrator

1. Position includes the Administrator who is required to have a Nebraska Administrative Certificate.
2. Salary is computed on an annual basis for a specific number of days of service as specified in the employment contract.
3. Vacation leave is granted as specified in the employee contract.
4. No personal leave.
5. Paid Holidays.
6. Qualifies for sick and bereavement leave. Sick leave is granted on the first day of employment at the rate of 12 days per year cumulative to 60. Up to three (3) days leave may be granted with pay for each bereavement.
7. Qualifies for fringe benefits on the first of the month following the 1st day of work, unless that day is the first of the month, then coverage is effective on the first of the month.

Schedule 6 - 240 Day Employees

1. Positions include employees who are 0.5 to 1.0 FTE, 240 days.
2. Qualifies for sick, vacation, and bereavement leave upon hire date. Accrual rate based on FTE. Director designation receives leaves up front.
 - Sick: Twelve (12) sick days are granted at the rate of one day per month. Cumulative to 60 days.
 - Vacation: Twelve (12) days are granted at the rate of one day per month for year one to five years. Eighteen (18) days after 5 years to accrue at one and one-half days per month. Cumulative to a maximum of 30 days. Director level employees will receive vacation leave on the first day of employment at the rate of twelve (12) days per year through their first five years increasing to eighteen (18) days per year if employed more than five years and allowed to accumulate to a maximum of thirty (30) days, unless otherwise specified in the employee contract.
 - Bereavement: Up to three (3) days leave may be granted with pay for each bereavement. Up to a max of 2 hours for non-family members.
3. Qualifies for fringe benefits (health, dental, life, and LTD insurance and retirement plan) on the first of the month following the 1st day of work, unless that day is the first of the month, then coverage is effective on the first of the month.

SECTION 11 - CLASSIFIED EMPLOYEE WAGE LEVELS

\$15.00										
Index V x H	0.0425	0.0425								
Degree	HS	HS+18	AA Degree	BA/BS	BA/BS					
Hours	0	18	0	0	+ /Cert	MA	MA	MA	MA	SP
Steps	18	18	18	18	18	18.00	18.00	18.00	18.00	18.00
H Index Incr	1	2	3	5	5	7.00	8.00	9.00	9.00	9.00
Steps	High School	HS+18	AA Degree	BA/BS	BA/BS	MA + 09	MA + 18	MA + 27	MA + 36	SP + 00
1	1.00	1.04	1.09	1.13	1.17	1.21	1.26	1.30	1.34	1.34
	\$15.00	\$15.64	\$16.28	\$16.91	\$17.55	\$18.19	\$18.83	\$19.46	\$20.10	\$20.10
2	1.04	1.09	1.13	1.17	1.21	1.26	1.30	1.34	1.38	1.38
	\$15.64	\$16.28	\$16.91	\$17.55	\$18.19	\$18.83	\$19.46	\$20.10	\$20.74	\$20.74
3	1.09	1.13	1.17	1.21	1.26	1.30	1.34	1.38	1.43	1.43
	\$16.28	\$16.91	\$17.55	\$18.19	\$18.83	\$19.46	\$20.10	\$20.74	\$21.38	\$21.38
4	1.13	1.17	1.21	1.26	1.30	1.34	1.38	1.43	1.47	1.47
	\$16.91	\$17.55	\$18.19	\$18.83	\$19.46	\$20.10	\$20.74	\$21.38	\$22.01	\$22.01
5	1.17	1.21	1.26	1.30	1.34	1.38	1.43	1.47	1.51	1.51
	\$17.55	\$18.19	\$18.83	\$19.46	\$20.10	\$20.74	\$21.38	\$22.01	\$22.65	\$22.65
6	1.21	1.26	1.30	1.34	1.38	1.43	1.47	1.51	1.55	1.55
	\$18.19	\$18.83	\$19.46	\$20.10	\$20.74	\$21.38	\$22.01	\$22.65	\$23.29	\$23.29
7	1.26	1.30	1.34	1.38	1.43	1.47	1.51	1.55	1.60	1.60
	\$18.83	\$19.46	\$20.10	\$20.74	\$21.38	\$22.01	\$22.65	\$23.29	\$23.93	\$23.93
8	1.30	1.34	1.38	1.43	1.47	1.51	1.55	1.60	1.64	1.64
	\$19.46	\$20.10	\$20.74	\$21.38	\$22.01	\$22.65	\$23.29	\$23.93	\$24.56	\$24.56
9	1.34	1.38	1.43	1.47	1.51	1.55	1.60	1.64	1.68	1.68
	\$20.10	\$20.74	\$21.38	\$22.01	\$22.65	\$23.29	\$23.93	\$24.56	\$25.20	\$25.20
10	1.38	1.43	1.47	1.51	1.55	1.60	1.64	1.68	1.72	1.72
	\$20.74	\$21.37500	\$22.01	\$22.65	\$23.29	\$23.93	\$24.56	\$25.20	\$25.84	\$25.84
11	1.43	1.47	1.51	1.55	1.60	1.64	1.68	1.72	1.77	1.77
	\$21.38	\$22.01250	\$22.65	\$23.29	\$23.93	\$24.56	\$25.20	\$25.84	\$26.48	\$26.48
12	1.47	1.51	1.55	1.60	1.64	1.68	1.72	1.77	1.81	1.81
	\$22.01	\$22.65000	\$23.29	\$23.93	\$24.56	\$25.20	\$25.84	\$26.48	\$27.11	\$27.11
13	1.51	1.55	1.60	1.64	1.68	1.72	1.77	1.81	1.85	1.85
	\$22.65	\$23.28750	\$23.93	\$24.56	\$25.20	\$25.84	\$26.48	\$27.11	\$27.75	\$27.75
14	1.55	1.60	1.64	1.68	1.72	1.77	1.81	1.85	1.89	1.89
	\$23.29	\$23.92500	\$24.56	\$25.20	\$25.84	\$26.48	\$27.11	\$27.75	\$28.39	\$28.39
15	1.60	1.64	1.68	1.72	1.77	1.81	1.85	1.89	1.94	1.94
	\$23.93	\$24.56	\$25.20	\$25.84	\$26.48	\$27.11	\$27.75	\$28.39	\$29.03	\$29.03
16	1.64	1.68	1.72	1.77	1.81	1.85	1.89	1.94	1.98	1.98
	\$24.56	\$25.20	\$25.84	\$26.48	\$27.11	\$27.75	\$28.39	\$29.03	\$29.66	\$29.66
17	1.68	1.72	1.77	1.81	1.85	1.89	1.94	1.98	2.02	2.02
	\$25.20	\$25.84	\$26.48	\$27.11	\$27.75	\$28.39	\$29.03	\$29.66	\$30.30	\$30.30
18	1.72	1.77	1.81	1.85	1.89	1.94	1.98	2.02	2.06	2.06
	\$25.84	\$26.48	\$27.11	\$27.75	\$28.39	\$29.03	\$29.66	\$30.30	\$30.94	\$30.94



Director Evaluation Report

including

Director Evaluation Report for
Track I: Induction Cycle
Track II: Development Cycle
Track III: Assistance Cycle

MISSION OF ESU 13

Serve, Support, and Empower

ESU 13 Vision and Belief

Achieving educational excellence for all learners through strong partnerships, service, and leadership

By...

- Collaborating with schools, families, and communities
- Serving with equity, efficiency, and integrity
- Communicating effectively
- Leading with innovation

The evaluation tool that follows uses the key ideas of the mission and vision statements as its anchors. All employees of ESU 13 are held to a high standard in all that they do. This instrument's intent is to offer a system to provide valuable evaluative and developmental feedback to the employee based on the evaluation by the ESU 13 Administrator. ESU 13 Board Policy Article 4 Section 10(h) and Nebraska Rule 84 guide the contents of this evaluation.

ESU 13 Director Evaluation Terminology

Work Agreement – is defined as a year-to-year written agreement stating job title, contract year, number of days employed, and salary package between ESU 13 and the Director.

Job Description – contains the elements of the duties and responsibilities.

Director – is defined as the person(s) designated to supervise and train.

Personal Growth Plan – All ESU 13 employees are asked to develop a personal growth plan each year. They should support the ESU and department goals. Midyear and final evaluations of the progress and results will be shared with the Administrator. This is a plan devised by the Director which will enhance or develop the skills necessary for job performance. This plan includes a target(s), method(s) of achieving growth, a time frame, and a form of self-evaluation that will be given to and shared with the Administrator as the Director progresses through the plan. A Director on an Assistance Cycle will work with the Administrator to develop a more comprehensive plan to address the areas of concern and to resolve any issues.

Evaluation Report – is defined as a set of criteria and descriptors on which the employee is rated by the Director/Supervisor. To qualify for an overall rating of “met” an employee must meet most criteria. If an employee does not meet criteria in three or more categories, a “not met” rating would be assigned. “Not met” can also be assigned in what is determined to be a serious breach or repeated failure to improve in any one category. A “not met” rating should be directly addressed in the Personal Professional Goal and monitored for improvement more frequently than the midyear review used for plans in the Development Cycle.

Employee Response – In accordance with ESU 13 Board Policy, professional staff may submit a written response to the evaluation. This must be submitted within 7 days of the receipt of the evaluation.

Educational Community - A group of individuals within ESU 13 and partner organizations engaged in the process or support of teaching and learning. This could include students, teachers, parents, administrators, support staff, and sometimes members of the wider local and statewide community.

Systems Approach - A method of understanding and managing complex situations by looking at the whole picture and how different parts work together.

Rubric Descriptions:

Unsatisfactory - Lacks skills or commitment to complete tasks to meet even the basic criteria

Developing - Demonstrates essential foundation necessary to complete required tasks, requires detailed direction

Proficient - Demonstrates skills to do the task accurately and on time, independently and with little direction

Innovating - Goes out of their way to complete tasks, collaborate, demonstrate leadership, and promote self growth

STANDARD: (1) Vision for Learning. The director leads the educational community with a systems approach to service provision, investing in building an environment of equity, efficiency, and integrity and commitment to vision, resulting in reduction of opportunity gaps and improved outcomes and the enhanced well-being of staff, students, and self.

Indicators:

- ☐ Data-Based Decision-Making
- ☐ Access to Resources
- ☐ Establishing and Communicating Expectations
- ☐ Evidence-Based practices

Level	Description
☐ Innovating	The director embodies and inspires all members of the educational community to collectively embrace and actualize the shared vision, mission, and goals of ESU 13 for high-quality services that result in reduction of opportunity gaps and improved outcomes.
☐ Proficient	The director leads the educational community with a systems approach to service provision, investing in building an environment of equity, efficiency, and integrity and commitment to vision, resulting in reduction of opportunity gaps and improved outcomes and the enhanced well-being of staff, students, and self.
☐ Developing	The director seeks necessary resources to create an approach that improves service provision and the well-being of staff, students, and self and builds on experiences to develop as a leader creating an environment of equity, efficiency and integrity.
☐ Unsatisfactory	The director fails to engage the educational community in shaping a commitment to vision designed to result in high-quality services that result in reduction of opportunity gaps and improved outcomes.
Comments:	

STANDARD: (2) Continuous Improvement. The director leads a continuous improvement process that results in department/program advancement, enhanced well-being of those impacted by the program, and greater program effectiveness.

Indicators:

- ☐ Improvement Process
- ☐ Professional Learning
- ☐ Decision-Making Process
- ☐ Responsiveness to Stakeholder Perspectives
- ☐ Data Lens
- ☐ Engaging in Learning Communities

Evaluator	Description
☐ Innovating	The director inspires the educational community with a systems approach to continuous improvement, to sustain an environment of equity, efficiency and integrity, and contribute to greater unit effectiveness.
☐ Proficient	The director leads a continuous improvement process that results in department/program advancement, enhanced well-being of those impacted by the program, and greater program effectiveness.
☐ Developing	The director seeks necessary resources to create an approach to continuous improvement that enhances service provision and results in department/program advancement toward greater department effectiveness.
☐ Unsatisfactory	The director fails to engage the department/program in a continuous improvement, to sustain an environment of equity, efficiency and integrity, and contribute to greater unit effectiveness.
Comments:	

STANDARD: (3) Staff Support and Development. The director develops and supports the professional capacity and practice of personnel to maximize learning opportunities and outcomes that align with program guidance and ESU 13's vision, mission, and goals.

Indicators:

- ☐ Climate
- ☐ Clear Expectations for Performance
- ☐ Modeling Professional Practices
- ☐ Facilitating Professional Growth & Development
- ☐ Building on Staff Strengths
- ☐ Recruitment & Retention of Staff
- ☐ Timely Feedback to Staff

Evaluator	Description
☐ Innovating	The director leads the educational community with a systems approach to investing in staff, students, and self to sustain an environment of equity, efficiency, and integrity for innovative personnel practices that result in the recruitment, selection, development, support, and retention of high-quality personnel.
☐ Proficient	The director develops and supports the professional capacity and practice of personnel to maximize learning opportunities and outcomes that align with program guidance and ESU 13's vision, mission, and goals.
☐ Developing	The director demonstrates a need for continued growth in systems leadership for creating unit wide impact by investing in staff and self, but consistently seeks necessary resources to build on experiences to develop as a leader to impact the recruitment, selection, development, support, and retention of high-quality personnel.
☐ Unsatisfactory	The director fails to engage in a process designed to impact the recruitment, selection, development, support, and retention of high-quality personnel.
Comments:	

STANDARD: (4) Operations and Management. The director gathers and utilizes data in order to manage the organization, operations, and resources of the department to provide a safe, efficient, and effective learning environment.

Indicators:

- ☐ Department Policies & Procedures
- ☐ Conflict Management
- ☐ Community Resources
- ☐ Data Systems & Analysis
- ☐ Regulations, Policy & Law
- ☐ Budget
- ☐ Facility & Equipment Management

Evaluator	Description
☐ Innovating	The director leads the educational community with a systems approach to gathering and utilizing data in order to manage the organization, operations, and resources of the department to provide a safe, efficient, and effective learning environment.
☐ Proficient	The director gathers and utilizes data in order to manage the organization, operations, and resources of the department to provide a safe, efficient, and effective learning environment.
☐ Developing	The director demonstrates a need for continued growth of systems leadership to impact student achievement and the well-being of staff, students, and self, but consistently seeks necessary resources to build on experiences to develop as a leader to gather and utilize data in order to manage the organization, operations, and resources of the department to provide a safe, efficient, and effective learning environment.
☐ Unsatisfactory	The director fails to manage the organization, operations, and resources of the school, resulting in a school that has an unsafe, inefficient, or ineffective learning environment.
Comments:	

STANDARD: (5) Culture of Learning. The director cultivates and nurtures a learning environment within the department that promotes the success and well-being of each member. The director recognizes diversity as an asset, and creates and sustains an environment in which all members are known, accepted, valued, trusted and respected, and encouraged to be active and responsible members of the educational community.

Indicators:

- ☐ Establishing & Sustaining Positive Program Culture
- ☐ Student-Centered Culture
- ☐ Continuum of Support
- ☐ Embracing Cultural Inclusivity
- ☐ Community Impact

Evaluator	Description
☐ Innovating	The director is a leader in promoting the success and well-being of each member of the educational community, recognizes diversity as an asset, and creates and sustains an environment in which all members are known, accepted, valued, trusted and respected, and encouraged to be active and responsible members of the educational community.
☐ Proficient	The director cultivates and nurtures a learning environment within the department that promotes the success and well-being of each member. The director recognizes diversity as an asset, and creates and sustains an environment in which all members are known, accepted, valued, trusted and respected, and encouraged to be active and responsible members of the educational community.
☐ Developing	The director demonstrates a need for continued growth in cultivating and nurturing a learning environment, and consistently seeks necessary resources to build on experiences to develop these skills. The director works to promote the success and well-being of each member of the department so that staff feel they are known, accepted, valued, trusted and respected, and encouraged to be active and responsible members of the educational community.
☐ Unsatisfactory	The director fails to engage the department to cultivate a learning environment that promotes the success and well-being of each member.

Comments:

Click here to enter text

STANDARD: (6) Professional Ethics and Advocacy. The director exhibits a high level of professional ethics and advocates for policies of equity and excellence in support of the vision, mission, and goals of the organization.

Indicators:

- ☐ Personal Responsibility & Accountability
- ☐ Confidentiality, Ethical Behavior
- ☐ Engaging the Educational Community & Partners
- ☐ Relationships
- ☐ Engaging in Personal Growth

Evaluator	Description
☐ Innovating	The director leads the educational community with a high level of professional ethics and advocates for policies of equity and excellence in support of the vision, mission, and goals of the organization.
☐ Proficient	The director exhibits a high level of professional ethics and advocates for policies of equity and excellence in support of the vision, mission, and goals of the organization.
☐ Developing	The director demonstrates professional ethics and is developing skills to support the vision, mission and goals of the organization, and seeks necessary resources to build on experiences to develop and advocate for policies of equity & excellence.
☐ Unsatisfactory	The director fails to demonstrate professional ethics and advocate for policies of equity designed to result in improved student achievement and the well-being of staff, students, and self.
Comments:	

ESU 13 Director Evaluation Report

Name _____ Date given to employee: _____

Evaluator _____

Current Track

- ☐ I - Induction
☐ II - Development
☐ III - Assistance

A completed performance evaluation includes:

- ☐ Personal Professional Growth Goal
☐ Evaluation Report
☐ Observation Summary

Summary		
Standard	Met	Not Met
(1) Vision for Learning		
(2) Continuous Improvement		
(3) Staff Support and Development		
(4) Operations and Management		
(5) Culture of Learning		
(6) Professional Ethics and Advocacy		
Overall Rating		

Evaluator's Comments:

Areas of Strength

Areas of Development

Recommendation

- ☐ I - Induction
☐ II - Development
☐ III - Assistance

Continued Employment

- ☐ Yes
☐ No

Signature of Supervisor

Date

Signature of Certificated Employee

Date

(Signatures do not indicate agreement, but that evaluation results have been shared. Employee may submit a reply to be placed on file.)

DIRECTOR RESPONSE

(Must be submitted to evaluator within seven calendar days from receipt of evaluation)