

ESU 6 BOARD MEETING AGENDA
Thursday, June 12, 2025, 6:00 PM

Strategic Goals - Advocating, Collaborating, & Communicating

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Meeting Law Compliance Statement
5. Public Comment Period
6. Invited Speaker - Sharon Endorf, NASB
7. Consent Agenda -
 - 7.a. Board Minutes Approval
 - 7.b. Consideration of Bills
 - 7.c. Consideration of Financial Summary & Cash Flow Report
8. Information Items - No department reports for June meeting.
 - 8.a. Administrator's Report - Dr. Brian Maschmann
9. Correspondence -
10. Discussion Items -
 - 10.a. Annual legal policy updates
11. Action Items -
 - 11.a. Excuse absence of Board Member, Britt Reynolds, from the May 8th, 2025 regular meeting
 - 11.b. Authorize ESU 6 Administrator to pay July bills



210 5TH STREET, MILFORD, NE 68405...402/761-3341 OR 800/327-0091...402/761-3279 (FAX)...

- 11.c. PRTG Group Purchase with CDWG
- 12. Personnel -
- 13. AESA, NASB, NRCSA and ESUCC updates
 - 13.a. AESA:
 - 13.b. NASB:
 - 13.c. NRCSA:
 - 13.d. ESUCC:
- 14. Board Reports
- 15. Adjourn

ESU 6 BOARD MEETING MINUTES

May 8, 2025

1. Call to Order
Eric Malina, Board President, called the meeting of the Board of Educational Service Unit 6 to order at 6:01 PM on April 15th, 2025.
2. Roll Call
Board Member Present:
Sandy Blankenship Present
Rod Diercks Present
Eric Malina Present
Jan Myers Present
Ken Reinsch Present
Britt Reynolds Absent
Carla Schwahn Present
Present: 6, Absent: 1
3. Pledge of Allegiance
The Pledge of Allegiance was recited.
4. Public Meeting Law Compliance Statement
Vicki Taylor read the public meeting law compliance statement and pointed out the posted location of the Nebraska Open Meeting Act. An advance notice of this meeting was sent to each of the area newspapers for publication.
5. Public Comment Period
Public comment was conducted. No public was present.
6. Consent Agenda –
A motion was made by Ken Reinsch and seconded by Jan Myers to approve the consent agenda. Carried.
Britt Reynolds: Absent, Sandy Blankenship: Yea, Rod Diercks: Yea, Eric Malina: Yea, Jan Myers: Yea, Ken Reinsch: Yea, Carla Schwahn: Yea
Yea: 6, Nay: 0, Absent: 1
7. Information Items –
 - a. Administrator's Report - Dr. Brian Maschmann
Dr. Maschmann shared Legislative Updates and provided a written report.
 - b. Human Resources Report - Nichole Hall, Director
Nichole shared about Staff Appreciation Week and attendance at the NASBO Conference and BCBS Business Manager Meeting.
 - c. Professional Development Report - April Kelley, Director
April updated the Board on the Professional Development department's recent retreat and new Literacy initiatives.

- d. Student Services Report - Dr. Michele Rayburn, Director
Dr. Rayburn provided a written report.
 - e. Technology Report - Jamen Hall, Director
Jamen highlighted recent Internet interruptions and the impact of those on our school districts. The Technology team is installing StarLink to help avoid downtime during outages.
8. Correspondence – Correspondence was listed on the agenda.
9. Action Items -
- a. General purchase of one new vehicle for the Student Services Department
A motion was made by Jan Myers and seconded by Sandy Blankenship to approve the purchase of a Chevrolet Trax from Duteau for \$23,252. Carried.
Britt Reynolds: Absent, Sandy Blankenship: Yea, Rod Diercks: Yea, Eric Malina: Yea, Jan Myers: Yea, Ken Reinsch: Yea, Carla Schwahn: Yea
Yea: 6, Nay: 0, Absent: 1
 - b. Board Salary Committee recommendations for compensation packages for Paraeducators, Specialists & Central Office Staff
President Malina reviewed the recommendations from the Board Salary Committee.
A motion was made by Eric Malina and seconded by Jan Myers to approve the Board Salary Committee recommendations for compensation packages for Paraeducators, Specialists, and Central Office Staff. Carried.
Britt Reynolds: Absent, Sandy Blankenship: Yea, Rod Diercks: Yea, Eric Malina: Yea, Jan Myers: Yea, Ken Reinsch: Yea, Carla Schwahn: Yea
Yea: 6, Nay: 0, Absent: 1
 - c. Superintendent Pay Transparency Act
A motion was made by Eric Malina and seconded by Ken Reinsch to approve the proposed amendment to the existing contract for the Administrator for 2025-2026. Carried.
Britt Reynolds: Absent, Sandy Blankenship: Yea, Rod Diercks: Yea, Eric Malina: Yea, Jan Myers: Yea, Ken Reinsch: Yea, Carla Schwahn: Yea
Yea: 6, Nay: 0, Absent: 1
 - d. Approval of June 1, 2025 payment to Amy Chandy Consulting for ELC Coach Consultant Conference on June 11th, 2025 for \$30,000.
A motion was made by Jan Myers and seconded by Sandy Blankenship to approve the contract payment to Amy Chandy Consulting on June 1, 2025 in the amount of \$30,000. Carried.
Britt Reynolds: Absent, Sandy Blankenship: Yea, Rod Diercks: Yea, Eric Malina: Yea, Jan Myers: Yea, Ken Reinsch: Yea, Carla Schwahn: Yea
Yea: 6, Nay: 0, Absent: 1
10. Personnel -
- a. Approve contract for Elizabeth Kester, LIMHP, 1.0 FTE

A motion was made by Carla Schwahn and seconded by Rod Diercks to approve the contract for Elizabeth Kester, LIMHP, at 1.0 FTE. Carried.

Britt Reynolds: Absent, Sandy Blankenship: Yea, Rod Diercks: Yea, Eric Malina: Yea, Jan Myers: Yea, Ken Reinsch: Yea, Carla Schwahn: Yea
Yea: 6, Nay: 0, Absent: 1

11. AESA, NASB, NRCSA and ESUCC updates – Updates were provided on the listed organizations.

12. Board Reports

Sandy Blankenship shared a written update from the NETA Conference held May 1-2, 2025 in Kearney. Board members attending from ESU 6 were Carla Schwahn, Jan Myers and Sandy Blankenship. Hot topics were AI and Cybersecurity. Sandy, Jan and Carla each reported on the sessions they attended.

13. Adjourn

Eric Malina, Board President, adjourned the meeting of the Board of Educational Service Unit 6 at 7:16 PM.

Dr. Eric Malina, Board President

Jan Myers, Board Secretary

The next meeting of the ESU 6 Board of Directors will take place on June 12th, 2025 at the ESU 6 Milford Office, beginning at 6:00 PM.

ESU 6 BOARD MEETING MINUTES

May 8, 2025

1. Call to Order
Eric Malina, Board President, called the meeting of the Board of Educational Service Unit 6 to order at 6:01 PM on April 15th, 2025.
2. Roll Call
Board Member Present:
Sandy Blankenship Present
Rod Diercks Present
Eric Malina Present
Jan Myers Present
Ken Reinsch Present
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Carla Schwahn Present
Present: 6, Absent: 1
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Jan Myers, Board Secretary

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<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
Checking	1		
Checking	1 Fund: 01 GENERAL FUND		
AKSAMIT, EMILY	01 2900 890 000 003 2200	ACTIVE SUPERVISION/ELG	800.00
		Vendor Total:	800.00
ALLO COMMUNICATIONS	01 2900 890 000 020 2200	PHONE/INTERNET	135.07
		Vendor Total:	135.07
AMY CHANDY CONSULTING, LLC	01 2900 890 000 000 2200	HATMAKER SPEAKING FEE	28,290.00
		Vendor Total:	28,290.00
ANDERSON, JENNIFER	01 2900 890 000 003 2200	ELG	300.00
ANDERSON, JENNIFER	01 2900 890 000 003 2200	ELG	300.00
ANDERSON, JENNIFER	01 2900 890 000 003 2200	ELG	300.00
		Vendor Total:	900.00
ARTHUR, PAUL	01 3552 610 000 000 0000	PRAIRIE HILL LEARNING CENTER	20,060.00
		Vendor Total:	20,060.00
BIMLER, REBECCA	01 2900 890 000 003 2200	ELG TRAINING	600.00
		Vendor Total:	600.00
BLANKENSHIP, SANDRA	01 2310 334 000 000 2310	MILEAGE	49.00
BLANKENSHIP, SANDRA	01 2310 334 000 000 2310	BOARD MILEAGE	49.00
		Vendor Total:	98.00
Bristol, Sydney	01 2900 890 000 023 2200	REIMBURSEMENT	59.90
		Vendor Total:	59.90
BUESCHER, STACY	01 2900 890 000 027 2200	SUPPLY REIMB.	13.85
		Vendor Total:	13.85
Burgard-Quaranta, Jennifer	01 6415 333 000 000 4002	MILEAGE	148.40
		Vendor Total:	148.40
Butzke, Laura	01 2156 333 000 000 1211	MILFORD ESY MILEAGE	56.80
		Vendor Total:	56.80
CAPITAL BUSINESS SYSTEMS INC	01 2530 432 000 000 2222	COPIER CHARGES	2,316.19
		Vendor Total:	2,316.19
CAPITAL BUSINESS SYSTEMS, INC.	01 2610 382 000 000 2600	EGOLD	63.00
CAPITAL BUSINESS SYSTEMS, INC.	01 2510 610 000 000 2510	STAPLES	85.01
CAPITAL BUSINESS SYSTEMS, INC.	01 2610 382 000 000	EGOLD	41.88

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	2600		
CAPITAL BUSINESS SYSTEMS, INC.	01 2530 432 000 000	COPY CHARGES	29.87
	2222		
CAPITAL BUSINESS SYSTEMS, INC.	01 2900 890 000 024	COPY CHARGES	47.38
	4708		
CAPITAL BUSINESS SYSTEMS, INC.	01 2510 382 000 000	EGOLD FAX	67.56
	2510		
CAPITAL BUSINESS SYSTEMS, INC.	01 2530 432 000 000	COPY CHARGES	8.98
	2222		
CAPITAL BUSINESS SYSTEMS, INC.	01 2900 890 000 024	COPY CHARGES	225.51
	4708		
		Vendor Total:	569.19
CENTENNIAL PUBLIC SCHOOLS	01 6700 330 000 000	ZEGERS NCE REG REIMB.	300.00
	4701		
CENTENNIAL PUBLIC SCHOOLS	01 6700 330 000 001	REVISION ACTION GRANT	352.58
	4701	STIPEND	
		Vendor Total:	652.58
Coble, Kara	01 6415 333 000 000	MILEAGE	319.20
	4002		
		Vendor Total:	319.20
COMPUTER HARDWARE INC.	01 2900 890 000 024	MACBOOK AIR COMPUTERS	3,447.00
	4708		
COMPUTER HARDWARE INC.	01 2900 890 000 024	IPADS	924.00
	4708		
COMPUTER HARDWARE INC.	01 6990 610 000 000	DEFREECE/COACH COMPUTER	1,149.00
	4202		
		Vendor Total:	5,520.00
CONCORDIA UNIVERSITY	01 6990 330 000 000	KEYNOTE PRESENTER FEE	2,000.00
	4201		
		Vendor Total:	2,000.00
CRITICAL RESPONSE GROUP, INC.	01 3552 610 000 000	ST PAUL-UTICA	3,797.00
	0000		
		Vendor Total:	3,797.00
Cummings, Penni	01 1200 580 000 000	REIMBURSEMENT	21.60
	1229		
		Vendor Total:	21.60
Davis, Amy	01 2213 333 000 000	MILEAGE	243.60
	3552		
		Vendor Total:	243.60
DeFreece, Gina	01 6990 333 000 000	MILEAGE	533.75
	4202		
		Vendor Total:	533.75
Deines, Lane	01 2146 333 000 000	MILEAGE	765.80
	2140		
		Vendor Total:	765.80
DIERCKS, RODNEY	01 2310 334 000 000	BOARD MILEAGE	21.70
	2310		
		Vendor Total:	21.70
DIODE CABLE COMPANY	01 2580 650 000 003	OPENPATH	180.00
	3554		

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
		Vendor Total:	180.00
DRAGONFLY	01 2900 890 000 000 2200	COFFEE	70.00
		Vendor Total:	70.00
ECES INCORPORATED	01 2620 352 000 000 2600	CARPET CLEANING	100.00
ECES INCORPORATED	01 2620 352 000 000 2600	CLEANING SERVICES	1,948.00
		Vendor Total:	2,048.00
EDUCARE OF LINCOLN	01 2900 890 000 023 2200	LARISSA MOGUEL REG REFUND	60.00
		Vendor Total:	60.00
EDWIRE INC	01 3400 352 000 001 0000	EdGraph license + implementation	6,285.00
		Vendor Total:	6,285.00
ELECTRONIC CONTRACTING COMPANY	01 2580 650 000 000 3554	BATTERY PACK	548.47
		Vendor Total:	548.47
ESU #6 ACTIVITIES ACCOUNT	01 2620 352 000 000 2600	REIMBURSEMENT	627.69
		Vendor Total:	627.69
ESU #6	01 1200 610 000 000 1229	CRAVE COPIES	140.80
ESU #6	01 6700 610 000 010 4701	REVISION ACTION COPIES	171.14
ESU #6	01 6418 330 000 000 4415	LETRS REG FEES	400.00
ESU #6	01 6418 330 000 000 4415	LETRS REG FEES	600.00
ESU #6	01 2900 890 000 027 2200	PROJECT SEARCH CORNHUSKER COPIES	57.40
ESU #6	01 6990 610 000 000 4202	COACH NAME BADGES	35.10
		Vendor Total:	1,404.44
ESU #9	01 2213 890 000 004 2200	STATE QUIZ BOWL	180.00
		Vendor Total:	180.00
ESUCC	01 2580 340 000 000 3554	WYEBOT RENEWAL	2,040.00
ESUCC	01 2580 330 000 000 3554	NOC MEETING	25.00
ESUCC	01 2900 890 000 000 2200	SRS FEES	41,040.00
		Vendor Total:	43,105.00
EXETER-MILLIGAN PUBLIC SCHOOLS	01 1190 610 000 003 1219	USE FEES	885.16
EXETER-MILLIGAN PUBLIC SCHOOLS	01 2213 330 000 002 3552	EIS MENTOR STIPEND	587.64
EXETER-MILLIGAN PUBLIC SCHOOLS	01 6700 330 000 000 4701	SEGNER NCE CONF REG REIMB.	300.00
EXETER-MILLIGAN PUBLIC SCHOOLS	01 1190 610 000 001 1219	MILK FOR TYKE	749.74

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
		Vendor Total:	2,522.54
Farmer, Heidi	01 6415 333 000 001 6415	MILEAGE	525.00
		Vendor Total:	525.00
FARMERS COOPERATIVE	01 2110 333 000 000 2110	FUEL CHARGES	324.81
		Vendor Total:	324.81
FIBER PLATFORM, LLC	01 2580 382 000 002 3554	WAN LEASE	1,506.83
		Vendor Total:	1,506.83
FILLMORE CENTRAL SCHOOLS	01 1190 610 000 003 1219	USE FEES	6,362.76
FILLMORE CENTRAL SCHOOLS	01 6700 330 000 000 4701	VADENWALLE/HOFFERBER NCE CONF REG REIMB	600.00
FILLMORE CENTRAL SCHOOLS	01 6700 330 000 000 4701	PERKINS-HOFFERBER REG REIMB.	49.50
		Vendor Total:	7,012.26
Fintel, Jodi	01 1296 333 000 000 1220	MILEAGE	24.57
		Vendor Total:	24.57
FIREGUARD, LLC	01 2610 431 000 000 2600	ANNUAL SERVICE	789.45
		Vendor Total:	789.45
FIRST NATIONAL BANK OF OMAHA	01 2110 333 000 000 2110	CASEYS	48.38
FIRST NATIONAL BANK OF OMAHA	01 2110 531 000 000 2110	USPS	2.59
FIRST NATIONAL BANK OF OMAHA	01 2110 431 000 000 2110	CG FORCE	13.00
FIRST NATIONAL BANK OF OMAHA	01 2110 333 000 000 2110	CASEYS	34.47
FIRST NATIONAL BANK OF OMAHA	01 2110 333 000 000 2110	CASEYS	33.44
		Vendor Total:	131.88
FIRST NATIONAL BANK OF OMAHA	01 2310 580 000 000 2310	CUNNINGHAMS	53.56
FIRST NATIONAL BANK OF OMAHA	01 2310 580 000 000 2310	PHILLIPS	16.14
FIRST NATIONAL BANK OF OMAHA	01 2310 580 000 000 2310	STARBUCKS	26.03
FIRST NATIONAL BANK OF OMAHA	01 2310 580 000 000 2310	CROWNE	319.90
FIRST NATIONAL BANK OF OMAHA	01 2310 580 000 000 2310	SCHWAHN LODGING	319.90
FIRST NATIONAL BANK OF OMAHA	01 2310 580 000 000 2310	MYERS LODGING	319.90
		Vendor Total:	1,055.43
FIRST NATIONAL BANK OF OMAHA	01 2650 431 000 000 2520	SUPER SPRAY	10.00
FIRST NATIONAL BANK OF OMAHA	01 2650 626 000 000 2520	CASEYS	20.00
FIRST NATIONAL BANK OF OMAHA	01 2650 626 000 000 2520	CASEYS	25.00

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
FIRST NATIONAL BANK OF OMAHA	01 2650 626 000 000 2520	CASEYS	24.40
Vendor Total:			79.40
FIRST NATIONAL BANK OF OMAHA	01 2213 580 000 000 3552	CHIPOTLE	14.44
FIRST NATIONAL BANK OF OMAHA	01 2213 580 000 000 3552	CASEYS	3.97
FIRST NATIONAL BANK OF OMAHA	01 2213 580 000 000 3552	CASEYS	8.43
Vendor Total:			26.84
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 023 2200	TJ MAXX	249.54
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 023 2200	AMAZON	19.99
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 023 2200	KOHL'S	31.92
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 023 2200	KOHL'S	74.47
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 023 2200	WALMART	80.63
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 023 2200	AMAZON	72.73
Vendor Total:			529.28
FIRST NATIONAL BANK OF OMAHA	01 6990 580 000 000 6415	SOUTHWEST	532.96
Vendor Total:			532.96
FIRST NATIONAL BANK OF OMAHA	01 2580 431 000 000 3554	SEWARD CAR WASH	11.00
FIRST NATIONAL BANK OF OMAHA	01 2580 580 000 000 3554	FYRE	67.28
FIRST NATIONAL BANK OF OMAHA	01 2580 531 000 000 3554	FED EX	24.81
FIRST NATIONAL BANK OF OMAHA	01 2580 650 000 000 3554	AMAZON	75.06
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 000 2200	FS COM	897.00
FIRST NATIONAL BANK OF OMAHA	01 2580 382 000 000 3554	STARLINK	120.00
Vendor Total:			1,195.15
FIRST NATIONAL BANK OF OMAHA	01 2570 330 000 000 2511	NCSA	125.00
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024 4708	ONE SOURCE	100.00
FIRST NATIONAL BANK OF OMAHA	01 2570 330 000 000 2511	NCSA	150.00
FIRST NATIONAL BANK OF OMAHA	01 2570 610 000 000 2511	HR DIRECT	104.32
Vendor Total:			479.32
FIRST NATIONAL BANK OF OMAHA	01 6700 610 000 000 4701	WEBSTAIRANT	345.00
FIRST NATIONAL BANK OF OMAHA	01 6700 610 000 000 4701	LEM PRODUCTS	91.94
FIRST NATIONAL BANK OF OMAHA	01 6700 610 000 000 4701	HOME DEPOT	594.00
FIRST NATIONAL BANK OF OMAHA	01 2650 626 000 000 2520	CASEYS	23.26
Vendor Total:			1,054.20

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
FIRST NATIONAL BANK OF OMAHA	01 2213 643 000 000 3552	CHAT GPT	20.00
Vendor Total:			20.00
FIRST NATIONAL BANK OF OMAHA	01 2213 580 000 000 3552	CHIPOTLE	21.99
FIRST NATIONAL BANK OF OMAHA	01 2213 643 000 000 3552	AUDIBLE	15.92
FIRST NATIONAL BANK OF OMAHA	01 2213 580 000 000 3552	AMIGOS	23.53
Vendor Total:			61.44
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 000 2200	DOLLAR GENERAL	25.26
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 020 2200	WALMART	31.59
Vendor Total:			56.85
FIRST NATIONAL BANK OF OMAHA	01 2510 531 000 000 2510	STAMPS.COM	20.41
FIRST NATIONAL BANK OF OMAHA	01 6700 610 000 000 4701	HATCHING TIME	699.99
FIRST NATIONAL BANK OF OMAHA	01 6700 610 000 000 4701	CUTLER SUPPLY	1,007.61
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024 4708	WINDSTREAM	134.13
FIRST NATIONAL BANK OF OMAHA	01 6700 610 000 000 4701	VERNIER	2,010.00
FIRST NATIONAL BANK OF OMAHA	01 6700 610 000 000 4701	AMAZON	582.51
FIRST NATIONAL BANK OF OMAHA	01 2510 610 000 000 2510	AMAZON	9.99
FIRST NATIONAL BANK OF OMAHA	01 2510 340 000 000 2510	PAYPAL	5.00
FIRST NATIONAL BANK OF OMAHA	01 2510 610 000 000 2510	AMAZON	18.96
FIRST NATIONAL BANK OF OMAHA	01 6700 610 000 000 4701	HEAT PRESS	2,144.90
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024 4708	WINDSTREAM	119.05
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024 4708	WINDSTREAM	131.84
FIRST NATIONAL BANK OF OMAHA	01 2610 382 000 000 2600	VERIZON-HOTSPOTS	150.20
Vendor Total:			7,034.59
FIRST NATIONAL BANK OF OMAHA	01 2110 610 000 000 2110	AMAZON	93.98
FIRST NATIONAL BANK OF OMAHA	01 1200 610 000 000 1221	AMAZON	26.99
FIRST NATIONAL BANK OF OMAHA	01 2320 330 000 000 2800	NE Children's Events	100.00
FIRST NATIONAL BANK OF OMAHA	01 1200 610 000 000 1221	AMAZON	36.49
Vendor Total:			257.46
FIRST NATIONAL BANK OF OMAHA	01 2320 330 000 000 2320	NETA	249.00
FIRST NATIONAL BANK OF OMAHA	01 2320 580 000 000 2320	HACIENDA JALISCO	52.47
FIRST NATIONAL BANK OF OMAHA	01 2320 580 000 000 2320	COPPERMILL	185.02

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
FIRST NATIONAL BANK OF OMAHA	01 2320 580 000 000 2320	STARBUCKS	12.11
FIRST NATIONAL BANK OF OMAHA	01 2610 610 000 000 2600	AMAZON	106.05
FIRST NATIONAL BANK OF OMAHA	01 2610 340 000 000 2600	VOICESHOT	45.00
FIRST NATIONAL BANK OF OMAHA	01 2320 580 000 000 2320	CRISTINAS	33.44
FIRST NATIONAL BANK OF OMAHA	01 2320 810 000 000 2320	NCSA	435.00
FIRST NATIONAL BANK OF OMAHA	01 2310 540 000 000 2310	COLUMN PUBLIC NOTICE	5.17
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024 4708	ZAZZLE	24.01
FIRST NATIONAL BANK OF OMAHA	01 2320 580 000 000 2320	PANERA	18.57
		Vendor Total:	1,165.84
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 003 2200	DOLLAR TREE	5.38
		Vendor Total:	5.38
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 000 2200	SPOTIFY	12.89
FIRST NATIONAL BANK OF OMAHA	01 2580 431 000 000 3554	FAST MART	10.00
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 000 2200	NETWORK SOLUTIONS	205.85
FIRST NATIONAL BANK OF OMAHA	01 2580 431 000 000 3554	FAST MART	10.00
FIRST NATIONAL BANK OF OMAHA	01 2580 650 000 002 3554	ATLASSIAN	38.40
FIRST NATIONAL BANK OF OMAHA	01 2580 650 000 000 3554	PAC N SAVE	20.62
FIRST NATIONAL BANK OF OMAHA	01 2580 431 000 000 3554	FAST MART	10.00
		Vendor Total:	307.76
FIRST NATIONAL BANK OF OMAHA	01 1296 333 000 000 1216	FUEL CHARGES	205.78
		Vendor Total:	205.78
FIRST NATIONAL BANK OF OMAHA	01 6415 330 000 000 4002	FTF BEHAVIORAL	60.00
		Vendor Total:	60.00
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024 4708	AMAZON	8.99
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024 4708	AMAZON	(119.99)
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 026 2200	KIM FOUNDATION	533.04
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 026 2200	KIM FOUNDATOIN	133.92
FIRST NATIONAL BANK OF OMAHA	01 6415 610 000 001 6415	SCHOLASTIC	30.19
FIRST NATIONAL BANK OF OMAHA	01 2320 580 000 000 2800	GEORGES	35.43
FIRST NATIONAL BANK OF OMAHA	01 6417 610 000 000 4990	SUPPORTING SUCCESS	40.00
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024 4708	AMAZON	23.99
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024	AMAZON	19.65

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	4708		
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024	DIVISION FOR EARLY CHILDHOOD	50.00
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024	VOICESHOT	45.00
FIRST NATIONAL BANK OF OMAHA	01 2141 610 000 000	CPI	832.38
FIRST NATIONAL BANK OF OMAHA	01 2141 610 000 000	CPI	832.38
FIRST NATIONAL BANK OF OMAHA	01 6990 650 000 000	AMAZON	34.99
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024	NE CHILDREN AND FAMILIES	100.00
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024	AMAZON	121.24
FIRST NATIONAL BANK OF OMAHA	01 2310 610 000 000	BARBUR	63.00
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024	AMAZON	46.52
FIRST NATIONAL BANK OF OMAHA	01 6415 610 000 000	AMAZON	19.99
FIRST NATIONAL BANK OF OMAHA	01 6415 610 000 000	AMAZON	15.99
FIRST NATIONAL BANK OF OMAHA	01 6415 610 000 001	SCHOLASTIC	29.99
	6415		
		Vendor Total:	2,896.70
FIRST NATIONAL BANK OF OMAHA	01 6417 580 000 000	LYFT	28.99
FIRST NATIONAL BANK OF OMAHA	01 6417 580 000 000	LYFT	12.93
FIRST NATIONAL BANK OF OMAHA	01 6417 580 000 000	HILTON	16.24
FIRST NATIONAL BANK OF OMAHA	01 6417 580 000 000	BOARDWALK	30.20
FIRST NATIONAL BANK OF OMAHA	01 6417 580 000 000	HOLIDAY INN	331.92
	4990		
		Vendor Total:	420.28
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 003	LINCOLN PARKING	3.00
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 003	NOTHING BUNDT CAKES	34.00
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 003	MARSHALLS	7.98
	2200		
		Vendor Total:	44.98
FIRST NATIONAL BANK OF OMAHA	01 6700 610 000 000	B & H PHOTO	876.00
FIRST NATIONAL BANK OF OMAHA	01 6700 610 000 000	B & H PHOTO	648.95
FIRST NATIONAL BANK OF OMAHA	01 2530 643 000 000	ADOBE	29.99
FIRST NATIONAL BANK OF OMAHA	01 2530 610 000 000	SMARTPRESS	47.64
	2222		
		Vendor Total:	1,602.58
FIRST NATIONAL BANK OF OMAHA	01 2510 531 000 000	STAMPS.COM	40.99
FIRST NATIONAL BANK OF OMAHA	01 2510 580 000 000	EXPRESS PARKING	9.00
FIRST NATIONAL BANK OF OMAHA	01 2510 580 000 000	EXPRESS PARKING	3.00
	2510		

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
FIRST NATIONAL BANK OF OMAHA	01 2580 531 000 000 3554	STAMPS.COM	300.00
FIRST NATIONAL BANK OF OMAHA	01 2580 531 000 000 3554	STAMPS.COM	300.00
FIRST NATIONAL BANK OF OMAHA	01 2580 531 000 000 3554	STAMPS.COM	40.99
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 024 4708	SEWARD COUNTY	17.00
FIRST NATIONAL BANK OF OMAHA	01 2510 531 000 000 2510	STAMPS.COM REFUND	(58.58)
		Vendor Total:	652.40
FIRST NATIONAL BANK OF OMAHA	01 1296 333 000 000 1216	FUEL	104.20
		Vendor Total:	104.20
FIRST NATIONAL BANK OF OMAHA	01 2213 890 000 000 3552	SAMS CLUB	21.98
		Vendor Total:	21.98
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 000 2200	WALMART	20.00
FIRST NATIONAL BANK OF OMAHA	01 1200 333 000 000 1229	CASEYS	48.81
FIRST NATIONAL BANK OF OMAHA	01 1200 610 000 000 1229	WALMART	48.22
FIRST NATIONAL BANK OF OMAHA	01 1200 610 000 000 1229	GRAND CENTRAL	29.25
FIRST NATIONAL BANK OF OMAHA	01 1200 531 000 000 1229	USPS	1.01
FIRST NATIONAL BANK OF OMAHA	01 1200 610 000 000 1229	PETAL PUSHER	21.40
FIRST NATIONAL BANK OF OMAHA	01 1200 333 000 000 1229	CASEYS	47.70
		Vendor Total:	216.39
Friend Public School	01 6700 330 000 000 4701	KOHTZ NCE CONF REG REIMB	300.00
		Vendor Total:	300.00
Galusha, Robin	01 1200 333 000 000 1221	MILEAGE	37.80
Galusha, Robin	01 1200 333 000 000 1221	MILEAGE	25.20
		Vendor Total:	63.00
GENEVA SUPER FOODS	01 1200 610 000 001 1221	SUPPLIES	102.99
		Vendor Total:	102.99
Ginapp, Cassandra	01 2146 333 000 000 2140	MILEAGE	891.10
		Vendor Total:	891.10
Hall, Nichole	01 2570 333 000 000 2511	MILEAGE	159.60
		Vendor Total:	159.60
Heartland Community Schools	01 6700 330 000 000 4701	MILLER NCE CONF REG REIMB.	300.00
		Vendor Total:	300.00

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
Hettenbaugh, Theresa	01 2580 333 000 000 3554	MILEAGE	138.60
Vendor Total:			138.60
HILAND DAIRY FOODS	01 1190 610 000 001 1219	MILK	90.60
HILAND DAIRY FOODS	01 1190 610 000 001 1219	MILK	90.60
HILAND DAIRY FOODS	01 1190 610 000 001 1219	MILK	90.60
Vendor Total:			271.80
Hinrichs, Rachel	01 1296 333 000 000 1210	MILEAGE	358.26
Hinrichs, Rachel	01 1296 333 000 000 1210	WILBER ESY MILEAGE	179.90
Hinrichs, Rachel	01 1296 333 000 000 1210	MALCOLM ESY MILEAGE	26.60
Vendor Total:			564.76
HINZE, RACHEL	01 2900 890 000 003 2200	SAFE WITH YOU	226.00
HINZE, RACHEL	01 6990 330 000 000 4201	SAFE WITH YOU	222.00
Vendor Total:			448.00
HOLIDAY INN KEARNEY	01 2320 580 000 000 2320	MASCHMANN LODGING	149.00
Vendor Total:			149.00
HUMMERT INTERNATIONAL	01 6700 610 000 000 4701	Dilution Solutions cart for Perkins	1,325.00
Vendor Total:			1,325.00
HUNT IRRIGATION INC.	01 2610 431 000 000 2600	SPRING MAINT.	744.72
Vendor Total:			744.72
JAYMAR BUSINESS FORMS, INC.	01 2510 610 000 000 2510	CHECKS	335.46
Vendor Total:			335.46
Josoff, Leanne	01 2146 333 000 000 2140	MILEAGE	746.20
Vendor Total:			746.20
KEARNEY HOSPITALITY, INC	01 2320 580 000 000 2320	MASCHMANN LODGING	184.00
Vendor Total:			184.00
KEEN LOGIC LLC	01 3400 352 000 001 0000	KEEN Logic services	40,715.00
Vendor Total:			40,715.00
Kennedy, Megan	01 2900 890 000 024 4708	MILEAGE	37.80
Vendor Total:			37.80
Kester, Elizabeth	01 2900 890 000 026 2200	MILEAGE	180.60
Vendor Total:			180.60

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
KILDARE, MICHELLE	01 2110 333 000 000 2110	MILEAGE	7.00
		Vendor Total:	7.00
KREG ENTERPRISES, INC.	01 6700 610 000 000 4701	FRIEND ORDER	1,349.95
		Vendor Total:	1,349.95
Larkins, Chelsea	01 1296 333 000 000 1210	MILEAGE	602.28
		Vendor Total:	602.28
LIED LODGE AND CONFERENCE CENTER	01 6415 580 000 001 6415	FARMER LODGING	553.00
		Vendor Total:	553.00
LOVEGROVE, HOLLI	01 2110 333 000 000 2110	REIMBURSEMENT	40.15
LOVEGROVE, HOLLI	01 2320 333 000 000 2800	MILEAGE	187.95
		Vendor Total:	228.10
MAASKE, SARAH	01 6416 330 000 000 4990	COACH VIDEO	100.00
		Vendor Total:	100.00
MALCOLM PUBLIC SCHOOLS	01 6700 330 000 000 4701	LUEBBE/VON SEGGERN NCE CONF REG REIMB.	600.00
		Vendor Total:	600.00
MALINA, ERIC	01 2310 334 000 000 2310	BOARD MILEAGE	51.80
		Vendor Total:	51.80
MCCOOL JUNCTION PUBLIC SCHOOLS	01 6700 330 000 000 4701	HALL NCE CONF REG REIMB.	300.00
MCCOOL JUNCTION PUBLIC SCHOOLS	01 6700 330 000 001 4701	REVISION ACTION GRANT STIPEND	352.58
		Vendor Total:	652.58
METAFORGE NORTH LLC	01 2580 340 000 000 3554	TECHNOLOGY CONSULTING	600.00
		Vendor Total:	600.00
MICROCHIP TECHNOLOGY INC.	01 2580 340 000 001 3554	SYNCSERVER S600 1 YEAR SOFTWARE	395.00
MICROCHIP TECHNOLOGY INC.	01 2580 340 000 001 3554	Antenna	325.00
		Vendor Total:	720.00
MIDWEST TECHNOLOGY PRODUCTS	01 1200 610 000 000 1229	SUPPLIES	18.40
		Vendor Total:	18.40
Milford Public Schools	01 2213 330 000 002 3552	EIS MENTORING STIPEND	293.82
Milford Public Schools	01 6700 330 000 000 4701	MOWINKEL/CRABTREE/FREY NCE CONF REG REIM	900.00
Milford Public Schools	01 6700 330 000 001 4701	REVISION ACTION GRANT STIPEND	352.58

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
		Vendor Total:	1,546.40
Mootz, Jodi	01 6990 333 000 000 4201	MILEAGE	144.48
		Vendor Total:	144.48
MYERS, JAN	01 2310 334 000 000 2310	BOARD MILEAGE	56.00
		Vendor Total:	56.00
NCS PEARSON	01 2146 610 000 000 2140	TESTS	6.65
NCS PEARSON	01 2146 610 000 000 2140	TESTS	54.15
NCS PEARSON	01 2146 610 000 000 2140	TESTS	143.45
NCS PEARSON	01 2156 610 000 000 1211	TESTS	21.00
NCS PEARSON	01 2146 610 000 000 2140	TESTS	86.45
		Vendor Total:	311.70
NE COUNCIL OF SCHOOL ADMIN.	01 6700 330 000 000 4701	HATFIELD NCE REGISTRATION	300.00
NE COUNCIL OF SCHOOL ADMIN.	01 2320 580 000 000 2320	ESUCC PDO	140.00
		Vendor Total:	440.00
NEBRASKA DEPT. OF REVENUE	01 6990 330 000 000 4202	NE WITHHOLDING	1,710.00
		Vendor Total:	1,710.00
NEBRASKA PUBLIC POWER DISTRIC	01 2610 621 000 000 2600	ELECTRICITY	914.11
		Vendor Total:	914.11
NEBRASKA SAFETY CENTER	01 1200 352 000 000 1221	GERGEN REG. FEE	125.00
		Vendor Total:	125.00
NEBRASKA SIGNAL INC, THE	01 2310 540 000 000 2310	LEGAL NOTICE	7.23
		Vendor Total:	7.23
Nicolaus, Molly	01 2161 333 000 000 2130	MILEAGE	769.30
		Vendor Total:	769.30
NORRIS PUBLIC SCHOOLS	01 6700 330 000 001 4701	HANSMEYER NCE REG	300.00
NORRIS PUBLIC SCHOOLS	01 6700 330 000 001 4701	HENKE NCE REG	300.00
NORRIS PUBLIC SCHOOLS	01 6700 330 000 000 4701	KUBIK/BROZEK/BROZEK NCE CONF REG REIMB	900.00
		Vendor Total:	1,500.00
OFFICE INTERIORS & DESIGN	01 2610 733 000 000 2600	BOARD ROOM-TABLES & CHAIRS	14,914.89
		Vendor Total:	14,914.89
Patterson, Catherine	01 1200 580 000 000	MEAL REIMB.	26.00

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	1229		
Patterson, Catherine	01 1200 333 000 000	MILEAGE	114.66
	1229		
		Vendor Total:	140.66
PERRY, GUTHERY, HAASE	01 2310 340 000 000	LEGAL SERVICES	720.00
	2310		
		Vendor Total:	720.00
PIZZA KITCHEN	01 2213 580 000 000	CLSD GRANT WORKDAY	134.50
	3552		
PIZZA KITCHEN	01 2213 580 000 000	CLSD GRANT WORKDAY	45.41
	3552		
PIZZA KITCHEN	01 2320 330 000 001	STAFF MEAL	113.00
	2320		
PIZZA KITCHEN	01 2310 580 000 000	BOARD	28.75
	2310		
		Vendor Total:	321.66
PUBLIC HEALTH SOLUTIONS	01 6990 330 000 000	ROOTED IN RELATIONSHIPS	2,400.00
	4201		
		Vendor Total:	2,400.00
PYRAMID SCHOOL PRODUCTS	01 1200 610 000 000	SUPPLIES	227.05
	1221		
		Vendor Total:	227.05
R & R DELIVERY	01 1200 330 000 000	MOVING SERVICES	75.00
	1229		
		Vendor Total:	75.00
REALITYWORKS	01 6700 610 000 000	Electrical wiring items for	2,172.64
	4701	W-C	
		Vendor Total:	2,172.64
REINSCH, KEN	01 2310 334 000 000	BOARD MILEAGE	4.90
	2310		
		Vendor Total:	4.90
RESENDIZ DE MOGUEL, LARISSA	01 6990 330 000 000	TRANSLATION SERVICES	500.00
	4202		
		Vendor Total:	500.00
ROCHE, CHERYL	01 2900 890 000 003	ELG	300.00
	2200		
		Vendor Total:	300.00
Roper, Schara	01 1190 333 000 000	MILEAGE	307.72
	1219		
		Vendor Total:	307.72
Rosenquist Layher, Nicole	01 2146 333 000 000	MILEAGE	620.97
	2140		
Rosenquist Layher, Nicole	01 2146 333 000 000	REIMBURSEMENT	33.46
	2140		
		Vendor Total:	654.43
Schartz, Michalla	01 6417 580 000 000	EXPENSE REIMB	31.95
	4990		
		Vendor Total:	31.95

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
SCHNEIDER, SUZANNE	01 2900 890 000 003 2200	CDA OBSERVATION	600.00
		Vendor Total:	600.00
SCHOOL SPECIALTY INC	01 1200 610 000 000 1221	CO-OP	3.79
		Vendor Total:	3.79
SCHROEDER, BECKY	01 6416 330 000 000 4990	RBI VIDEO	112.50
		Vendor Total:	112.50
SCHULTZ, BRIDGET	01 2900 890 000 003 2200	SAFE WITH YOU	217.00
		Vendor Total:	217.00
SCHWAHN, CARLA	01 2310 334 000 000 2310	BOARD MILEAGE	18.20
SCHWAHN, CARLA	01 2310 334 000 000 2310	MILEAGE	147.00
		Vendor Total:	165.20
SECURITY EQUIPMENT, INC.	01 2580 340 000 000 3554	ALARM MONITORING	1,116.00
		Vendor Total:	1,116.00
SERVICE PRESS	01 2310 540 000 000 2310	LEGAL NOTICE	9.56
		Vendor Total:	9.56
SEWARD PUBLIC SCHOOL	01 6700 330 000 000 4701	CAST/EGGERLING/HOLLIDAY NCE CONF REG	900.00
		Vendor Total:	900.00
Shickley Public School	01 6700 330 000 001 4701	ZAJIC NCE CONF REG REIMB.	300.00
Shickley Public School	01 6700 330 000 000 4701	ESSINK/SCHROCK/BETTASSO NCE CONF REG	900.00
Shickley Public School	01 6700 330 000 000 4701	GREEN & GROWING-SCHROCK REG REIMB.	149.00
		Vendor Total:	1,349.00
SMALL, CARA	01 6990 333 000 000 4201	MILEAGE	208.60
		Vendor Total:	208.60
STATE OF NEBRASKA	01 2580 382 000 001 3554	NETWORK NEBRASKA	292.87
		Vendor Total:	292.87
SWEET TEA MEDIA LLC	01 2310 540 000 000 2310	SUBSCRIPTION/LEGAL NOTICES	57.75
		Vendor Total:	57.75
TALMADGE PROPERTIES, INC.	01 2580 580 000 000 3554	HALL LODGING	319.90
TALMADGE PROPERTIES, INC.	01 2580 580 000 000 3554	NIEVEEN LODGING	319.90
TALMADGE PROPERTIES, INC.	01 2580 580 000 000 3554	RODRIGUEZ LODGING	159.95
TALMADGE PROPERTIES, INC.	01 2213 580 000 000	KELLEY LODGING	319.90

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
	3552		
TALMADGE PROPERTIES, INC.	01 2213 580 000 000	VLASNIK LODGING	119.00
	3552		
TALMADGE PROPERTIES, INC.	01 2213 580 000 000	KELLEY LODGING	199.00
	3552		
		Vendor Total:	1,437.65
Taylor, Vicki	01 2510 333 000 000	MILEAGE	34.72
	2510		
		Vendor Total:	34.72
UNIVERSITY OF NEBRASKA-LINCOLN	01 2900 890 000 003	LIGHTS AND SHADOWS	85.00
	2200		
		Vendor Total:	85.00
VERIZON BUSINESS	01 2610 382 000 000	MILFORD LD	6.35
	2600		
		Vendor Total:	6.35
VOICE NEWS	01 2310 540 000 000	LEGAL NOTICE	9.49
	2310		
		Vendor Total:	9.49
Wade, Kandy	01 2110 333 000 000	MILEAGE	124.60
	2110		
		Vendor Total:	124.60
WAGNER, JJ	01 6925 333 000 000	TITLE III MILEAGE	102.20
	0000		
		Vendor Total:	102.20
WAVERLY SCHOOL DISTRICT 145	01 6700 330 000 000	HINRICHS/FOSTER/SPATH NCE	900.00
	4701	CONF REG REIMB	
		Vendor Total:	900.00
WERGIN'S LAWN SERVICE, LLC	01 2610 431 000 000	LAWN CARE	654.00
	2600		
		Vendor Total:	654.00
WESTERLIN, SARA	01 2900 890 000 003	ELG	600.00
	2200		
		Vendor Total:	600.00
WILBER-CLATONIA SCHOOLS	01 6700 330 000 000	FURSTENAU NCE CONF REG	300.00
	4701	REIMB	
WILBER-CLATONIA SCHOOLS	01 6925 330 000 000	TITLE III SUBPAY	161.48
	0000		
		Vendor Total:	461.48
WILKE, CHANTELLE	01 2900 890 000 003	ELG	633.00
	2200		
WILKE, CHANTELLE	01 6990 330 000 000	ELG	638.00
	4201		
		Vendor Total:	1,271.00
WOOD RIVER ENERGY LLC	01 2610 621 000 000	FUEL CHARGES	173.34
	2600		
		Vendor Total:	173.34
YORK GENERAL HOSPITAL	01 2900 890 000 000	WELLNESS CENTER	385.00
	2200		

Board Report - For Board

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
		Vendor Total:	385.00
YORK PUBLIC SCHOOLS	01 6700 330 000 000 4701	STAEHR/HIRSCHFELD NCE CONF REG REIMB	600.00
		Vendor Total:	600.00
		Fund Total:	250,668.72
		Checking Account Total:	250,668.72

ESU 6

Automatic Payments

June 12, 2025 Board Meeting

Date	Check Number	Vendor	Description	Amount
5/9/2025	Auto	City of Milford	Water/Sewer	\$68.45
5/21/2025	Auto	Omnify	125 Plan Operation	\$90.00
5/16/2025	Auto	Farmers & Merchants Bank	Safetey Deposit Box Fee	\$65.00

ESU 6

Activities Account

June 12, 2025 Board Meeting

Date	Check Number	Vendor	Description	Staff Kitty	ESU Flow Through
5/13/2025	1565	ECES (Campbells)	Cleaning Services		\$627.69

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
Checking	1		
Checking	1 Fund: 01 GENERAL FUND		
Barbur, Tracy	01 2110 333 000 000 2110	MILEAGE	133.70
		Vendor Total:	133.70
CAPITAL BUSINESS SYSTEMS, INC.	01 2510 382 000 000 2510	EGOLD FAX	63.00
		Vendor Total:	63.00
Colwell, Amy	01 6415 333 000 000 6415	MILEAGE	189.00
		Vendor Total:	189.00
ESU #4	01 2320 330 000 000 2800	LOVEGROVE REG FEE	30.00
ESU #4	01 2320 330 000 000 2800	RAYBURN/FARMER REG FEE	60.00
		Vendor Total:	90.00
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 020 2200	WALMART	109.13
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 000 2200	TARGET.COM	36.43
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 000 2200	TARGET.COM	15.00
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 000 2200	TARGET.COM	35.67
FIRST NATIONAL BANK OF OMAHA	01 2900 890 000 000 2200	TARGET.COM	15.00
		Vendor Total:	211.23
FIRST NATIONAL BANK OF OMAHA	01 2213 610 000 000 3552	AMAZON	104.17
FIRST NATIONAL BANK OF OMAHA	01 2213 610 000 000 3552	AMAZON	149.99
FIRST NATIONAL BANK OF OMAHA	01 2213 610 000 000 3552	AMAZON	17.99
FIRST NATIONAL BANK OF OMAHA	01 6925 610 000 000 0000	SADDLEBACK EDUCATION	1,567.90
FIRST NATIONAL BANK OF OMAHA	01 2213 610 000 000 3552	AMAZON	53.37
FIRST NATIONAL BANK OF OMAHA	01 2213 890 000 000 3552	DRAGONFLY	39.34
FIRST NATIONAL BANK OF OMAHA	01 2213 330 000 000 3552	NCSA	1,496.00
FIRST NATIONAL BANK OF OMAHA	01 2213 610 000 000 3552	AMAZON	38.88
FIRST NATIONAL BANK OF OMAHA	01 2320 610 000 000 2800	4IMPRINT	344.02
FIRST NATIONAL BANK OF OMAHA	01 2213 890 000 000 3552	MAIN STREET	24.08
FIRST NATIONAL BANK OF OMAHA	01 2213 610 000 000 3552	AMAZON	24.99
FIRST NATIONAL BANK OF OMAHA	01 2320 330 000 001 2320	MAIN STREET MARKET	57.60
		Vendor Total:	3,918.33
FRONTLINE TECHNOLOGIES GROUP LLC	01 2900 890 000 024 4708	IMPLEMENTATION AND SETUP	5,997.50
		Vendor Total:	5,997.50

<u>Vendor Name</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
JDHQ Hotels LLC	01 2161 340 000 000 2131	PATERSON LODGING	184.39
		Vendor Total:	184.39
JM HOSPITALITY	01 2900 890 000 026 2200	KESTER LODGING	169.95
		Vendor Total:	169.95
KEARNEY HOSPITALITY, INC	01 2900 890 000 026 2200	JOSOFF LODGING	169.00
		Vendor Total:	169.00
LEARNING FORWARD NEBRASKA	01 2213 330 000 000 3552	LYNNE HERR REGISTRATION	175.00
LEARNING FORWARD NEBRASKA	01 2213 330 000 000 3552	LYNNE HERR REGISTRATION	175.00
LEARNING FORWARD NEBRASKA	01 2213 330 000 000 3552	APRIL KELLY REGISTRATION	175.00
		Vendor Total:	525.00
LOVELESS SHARPENING AND GRINDING	01 2530 610 000 000 2222	BLADE SHARPENING	138.00
		Vendor Total:	138.00
MCCRIGHT, JON	01 2610 340 000 000 2600	PEST CONTROL	100.00
		Vendor Total:	100.00
PRECIOUS ANGELS CHILD CARE	01 1200 610 000 000 1221	WOODEN SHELVES	200.00
		Vendor Total:	200.00
SCHOOL SPECIALTY INC	01 2151 610 000 000 1211	SUPPLIES	108.69
		Vendor Total:	108.69
SPECIALLY DESIGNED EDUCATION SERVICES	01 1200 610 000 000 1221	FUNCTIONAL ACADEMICS	3,765.00
		Vendor Total:	3,765.00
STATE OF NEBRASKA	01 2580 382 000 001 3554	NETWORK NEBRASKA	292.87
		Vendor Total:	292.87
TALMADGE PROPERTIES, INC.	01 6700 580 000 001 4701	WETJEN LODGING	298.00
		Vendor Total:	298.00
VERIZON	01 2320 382 000 000 2320	HOTSPOTS	150.20
		Vendor Total:	150.20
		Fund Total:	16,703.86
		Checking Account Total:	16,703.86



Financial Report

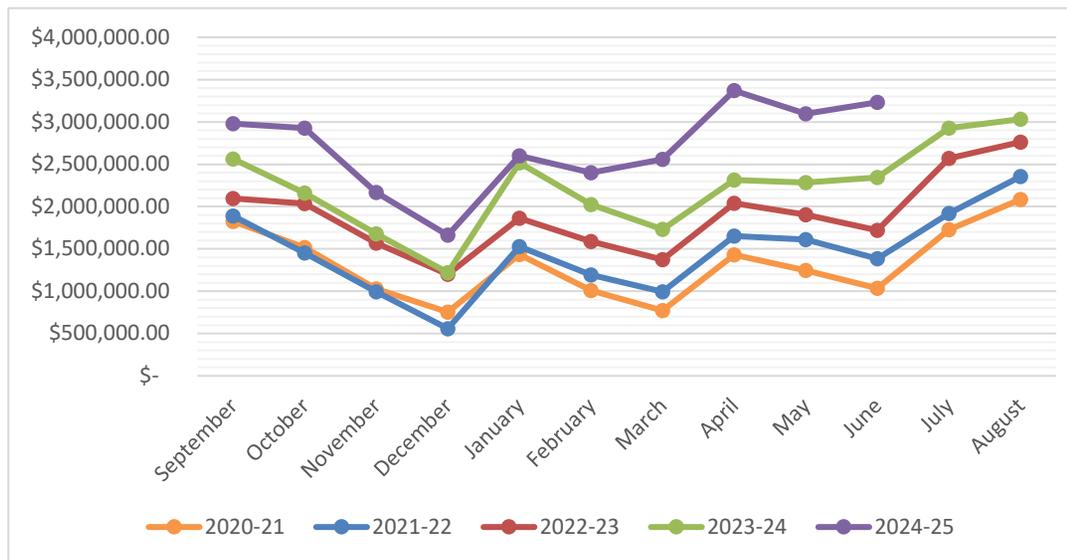
6/9/2025

Assets			
Cash:			
Cash in Checking Account		\$488,209.77	
Activities Account		\$1,903.22	
Certificates of Deposit		\$280,108.52	
NE Liquid Asset Fund (4.01%)		<u>\$3,289,107.16</u>	
Total Cash			\$4,059,328.67
Receivables:			
School Billings Outstanding		\$82,620.54	
Payments to ESU6		<u>\$1,404.44</u>	
Total Assets			<u>\$4,143,353.65</u>
Liabilities and Net Funds			
Current Liabilities:			
June Accounts Payable		\$250,668.72	
June Payroll (Estimated)		<u>\$660,000.00</u>	
Current Liabilities			\$910,668.72
Total Net Funds			<u>\$3,232,684.93</u>
Total Liabilities and Net Funds			<u>\$4,143,353.65</u>
Certificates of Deposit		Interest Rate	Maturity Date
CD #2729	<u>\$280,108.52</u>	5.15%	5/2/2027
Total Certificates of Deposit	\$280,108.52		

Budget Summary	
5/31/2025	
Revenue	
Receipts through May 31, 2025	\$8,518,019.66
Expenses	
2024-2025 Budget of Expenditures	\$12,962,397.00
Year-to-Date Actual Expenses (9 of 12 months)	\$8,162,115.97
% of Budget Spent	62.97%
Revenue vs. Expenses	\$355,903.69

Educational Service Unit 6 Monthly Cash Flow Summary

Month	2020-21	2021-22	2022-23	2023-24	2024-25
September	\$ 1,824,257.99	\$ 1,887,767.78	\$ 2,095,500.31	\$ 2,563,257.65	\$ 2,981,718.79
October	\$ 1,518,101.03	\$ 1,452,366.08	\$ 2,036,766.99	\$ 2,157,988.27	\$ 2,925,768.45
November	\$ 1,027,777.06	\$ 994,743.51	\$ 1,567,564.06	\$ 1,678,164.38	\$ 2,168,492.22
December	\$ 754,096.54	\$ 558,462.25	\$ 1,199,044.15	\$ 1,219,530.32	\$ 1,661,318.21
January	\$ 1,434,401.55	\$ 1,529,049.53	\$ 1,863,384.43	\$ 2,518,663.69	\$ 2,601,324.28
February	\$ 1,007,238.24	\$ 1,194,224.57	\$ 1,588,206.09	\$ 2,022,691.12	\$ 2,398,841.32
March	\$ 770,943.69	\$ 993,609.88	\$ 1,375,043.27	\$ 1,731,267.29	\$ 2,559,353.07
April	\$ 1,431,724.10	\$ 1,653,632.27	\$ 2,040,767.87	\$ 2,315,799.78	\$ 3,370,087.30
May	\$ 1,246,807.36	\$ 1,610,579.48	\$ 1,905,176.51	\$ 2,283,728.35	\$ 3,095,266.12
June	\$ 1,035,388.64	\$ 1,383,499.42	\$ 1,719,915.35	\$ 2,342,365.53	\$ 3,232,684.93
July	\$ 1,725,848.55	\$ 1,918,119.08	\$ 2,568,688.83	\$ 2,925,738.41	
August	\$ 2,084,442.53	\$ 2,354,876.89	\$ 2,762,221.67	\$ 3,033,056.91	



ESU 6 Administrator's Report for June 2025

ADVOCATING - COLLABORATING - COMMUNICATING

Advocating:

- **Meeting with Senator Brandt**

- Senator Brandt discussed the final session of the year, highlighting the education bill LB 306, which consolidated five bills but faced opposition due to its contentious components. The bill included provisions on community colleges, foreign funding reporting, forgivable loans for special education teachers, and paid family leave. LB 303, initially focused on school finance reform, was gutted and now serves as a vehicle for a School Finance Reform Commission. The commission will advise the legislature on school finance issues. The meeting also touched on the potential for a special session, the governor's line item vetoes, and the challenges of property tax relief.
- At the final meeting of the year, Senator Brandt discussed LB 306, a consolidated education bill combining five proposals. It included measures on community colleges, foreign funding disclosure, forgivable loans for special education teachers, and paid family leave. Senator Brandt criticized the paid leave provision as poorly understood and unsupported by small school superintendents. He also noted strong opposition to the religious exemption clause from conservative senators and a lack of support from the bill's sponsor, Senator Lippincott.

- **STANCE**

NCSA Legislative Update Summary: The STANCE meeting included key legislative updates and internal announcements. Senator Murman voiced intent to advance LB682, stemming from a 2015 Iowa superintendent case, while Senator Arch plans to reintroduce LB440 with prior amendments, potentially using LB303 as the vehicle. However, there are concerns that Senator Hughes may oppose incorporating LB440 into her bill. Senators are currently focused on LB258 regarding minimum wage, and Senator Megan Hunt received commendation for her amendment to strike LB550, supporting education advocates.

Timing remains a pressing concern as the session reaches Day 84, with speculation that Senator Arch could adjourn as early as Thursday and no plans for a session extension or special session. On the federal front, potential cuts to education funding were highlighted, along with labor union interest in LB645's provisions. Advocates were reminded to hold the Governor to his commitment against signing "Christmas tree" bills. The meeting also recognized Jeff Schneider on his retirement

- **CRAVE Graduation**

The 2025 CRAVE Graduation was a joyful celebration honoring four outstanding students. One student will move on to Project Search in Lincoln, while three have completed high school and received their diplomas. Nichole Wetjen opened the ceremony with a warm welcome, emphasizing community, resilience, and the importance of believing in our students. Dr. Rayburn introduced the graduates and thanked the families, staff, and mentors who supported them along the way.

Dr. Maschmann's speech focused on the theme of "Showing Up," reflecting the determination and strength of the graduates. His message celebrated the hard work and dedication that helped each student succeed. We are deeply grateful to the teachers, mentors, families, and community members who made this moment possible. Together, we celebrate their achievements and look forward to all they will accomplish next.

Collaborating:

- On June 4th, ESU 6 hosted a Superintendent Golf Outing at the Crete Country Club, with 15 participants taking part in the event. Superintendents from ESU 5 were also invited to join in the fun, making it a collaborative and enjoyable day for educational leaders. The event was proudly sponsored by Teaching.com and ESS Staffing, whose support helped make the day a success.

The outing began at 11:30 a.m. with lunch and presentations, setting a relaxed and engaging tone for the afternoon. Participants then enjoyed 18 holes of golf, wrapping up around 4:00 p.m. The event served as a celebration of a successful school year across the 16 school districts supported by ESU 6, offering a chance for superintendents to connect, unwind, and reflect on their achievements.

- ESU 6 Board President Eric Malina and Dr. Maschmann recently met with Sharon Endorf from the Nebraska Association of School Boards (NASB) to discuss the role of the Director of Member Engagement. The conversation focused on how NASB can better support local districts by tailoring its services to meet their unique needs. This meeting provided a valuable opportunity to share insights and feedback, helping NASB gain a deeper understanding of how it can enhance its engagement and better serve its members.

Communicating:

- The [End of the Year Newsletter](#) has been published through email, FaceBook and Twitter.

Upcoming dates / events:

- NASB School Law Seminar - June 11-12
- NASB Board Academy Collaboration Lunch and Learn - June 18

Corbin A. Tessman, Mayor
Brian Hiebner, Council President
Kevin J. Friesen, Council Member
Teri Pollet, Council Member
Mitch Huxoll, Council Member



P.O. Box 189
1044 N. Main Street
Henderson, NE 68371
Phone: 402-723-5782
Fax: 402-723-5785
henderson@mainstaycomm.net

May 1, 2025

ESU #6
210 5th Street
Milford NE 68405

Re: City of Henderson Annual Report on Community Redevelopment
Projects

Governing Body:

Pursuant to Section 18-2117.02 of the Nebraska Community Development Law (the "Act"), the City of Henderson, Nebraska (the "City") presents the following report on the approval and progress of redevelopment projects financed in whole or in part through the division of taxes as permitted by Section 18-2147 of the Act:

A. The total number of active redevelopment projects in the City that have been financed in whole or in part through the division of taxes as provided in Section 18-2147 of the Act.

In the City of Henderson, three (3) active redevelopment projects have been financed in whole or in part through the division of taxes as provided in Section 18-2147 of the Act, which are identified below:

1. Utility Relocation/Extension Project No. 1
2. Providence Subdivision Project
3. Henderson West Redevelopment Project

(each a "Redevelopment Project" and collectively, the "Redevelopment Projects").

B. The total estimated project costs for the Redevelopment Projects.

The total estimated project costs for the Redevelopment Projects follows:

	<u>Project</u>	<u>Est. Project Costs</u>
1.	Utility Relocation/Ext. Project	\$424,000
2.	Providence Subdivision	
	Public Improvements	\$400,000
	Private Improvements	Over \$2,300,000
3.	Henderson West	
	Public Improvements	\$4,000,000
	Private Improvements	Over \$9,750,000

C. The estimated amount of outstanding indebtedness related to each such redevelopment project and an estimated date by which such indebtedness is expected to be paid in full.

<u>Project</u>	<u>Est. Outstanding Indebtedness</u>	<u>Est. Paid in Full Date</u>
1. Utility Relocation/Ext. Project	\$13,315.97	2027
2. Providence Subdivision	\$398,865.00	TBD*
3. Henderson West	\$2,961,067.50	TBD*

* This is a phased project. The maturity date of the TIF Note will be 15 years following the effective date for division of taxes of the final phase of the project.

D. A comparison between the initial projected valuation of property included in each Redevelopment Project, as described in the redevelopment contract, and the assessed value of the property in each Redevelopment Project as of January 1 of the year of the report.

The Utility Relocation/Ext. Project includes the construction of a single family dwelling unit and the relocation/extension of public utilities.

<u>Effective Date for Division of Tax</u>	<u>Projected Valuation</u>	<u>2025 Assessed Value</u>
2013	\$190,000	\$353,866

The Providence Subdivision Project is the development of a residential subdivision with approximately 13 single family dwelling units. The Project includes the construction of the Public Improvements by the City and/or CDA and the construction of the Private Improvements by one or more redeveloper. The Project will be completed in up to 13 phases. The CDA has entered into phase-specific redevelopment agreements for the following phases:

<u>Lot</u>	<u>Effective Date for Division of Tax</u>	<u>Projected Valuation</u>	<u>2025 Assessed Value</u>
3	2015	\$220,000	\$355,236
11	2016	\$200,000	\$303,944
9	2016	\$180,000	\$388,707
12	2016	\$200,000	\$356,493
13	2016	\$200,000	\$382,672
5	2018	\$180,000	\$251,699
7	2018	\$180,000	\$294,982
8	2018	\$180,000	\$340,797
4	2022	\$180,000	\$369,102
10	2025	\$280,000	\$418,557

The Henderson West Redevelopment Project is the development of a residential subdivision with approximately 32 single family dwelling units and 1 commercial building. The Project includes the construction of the Public Improvements by the City and/or CDA and the construction of the Private Improvements by one or more redeveloper. The Project will be completed in multiple phases. The CDA has not yet entered into any phase-specific redevelopment agreements for this Project.

E. The number of Redevelopment Projects approved by the governing body in the previous calendar year.

No redevelopment projects were approved by the governing body of the City in 2024.

F. Information specific to each Redevelopment Project approved by the governing body in the previous calendar year, including the project area, project type, amount of financing approved, and total estimated project costs.

No redevelopment projects were approved by the governing body of the City in 2024.

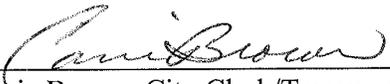
G. The number of redevelopment projects for which financing has been paid in full during the previous calendar year and for which taxes are no longer being divided pursuant to Section 18-2147 of the Act.

There are no Redevelopment Projects for which financing has been paid in full during 2024, and for which taxes are no longer being divided pursuant to Section 18-2147 of the Act.

H. The percentage of the City that has been designated as blighted.

Approximately 33% of the City has been designated as blighted.

Sincerely,



Connie Brown, City Clerk/Treasurer



P.O. Box 38, 537 Main Street, Seward, Nebraska 68434
Phone: 402-643-2928 • Fax: 402-643-6491 • www.cityofsewardne.gov

CERTIFIED MAIL

Date: May 19, 2025

To: Educational Service Unit 6
Attn: Dr. Eric Malina, Board President
210 5th Street
Milford, NE 68405

NOTICE OF PUBLIC HEARINGS

Public notice is hereby given by the Planning Commission of the City of Seward, Nebraska, that a public hearing will be held at 7:30 p.m. on June 9, 2025, at the Seward Municipal Building, 142 North 7th Street, Seward, Nebraska.

Public notice is hereby also given by the Mayor and City Council of the City of Seward, Nebraska, that a public hearing will be held at 7:00 p.m. on June 17, 2025, at the Seward Municipal Building, 142 North 7th Street, Seward, Nebraska.

The purpose of both hearings is to obtain public comment prior to the review and consideration of a proposed amendment to the redevelopment plan for the City of Seward, including a specific redevelopment project.

The property which is the subject of the public hearings is located generally at 1027 Worthman Blvd, Seward, Nebraska and is legally described as follows:

Lot 14, Seward Rail Campus PUD 2nd Addition, Seward, Seward County, Nebraska

(Parcel ID #800231435).

All interested parties shall be afforded at each public hearing a reasonable opportunity to express their views regarding the proposed redevelopment plan amendment. A map of the redevelopment area and a copy of the redevelopment plan and cost-benefit analysis shall be maintained in the office of the City Clerk.


Derek Bargmann, City Clerk



P.O. Box 38, 537 Main Street, Seward, Nebraska 68434
Phone: 402-643-2928 • Fax: 402-643-6491 • www.cityofsewardne.gov

CERTIFIED MAIL

Date: May 19, 2025

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The purpose of both hearings is to obtain public comment prior to the review and consideration of a proposed amendment to the redevelopment plan for the City of Seward, including a specific redevelopment project.

The property which is the subject of the public hearings is located generally at 1151 South Street, Seward, Nebraska and is legally described as follows:

Lots 4-5, part of Lot 6, and all of Lots 7-10, Block 37, Seward HM&R Addition, Seward, Seward, County, Nebraska

(Parcel ID #800083555).

All interested parties shall be afforded at each public hearing a reasonable opportunity to express their views regarding the proposed redevelopment plan amendment. A map of the redevelopment area and a copy of the redevelopment plan and cost-benefit analysis shall be maintained in the office of the City Clerk.


Derek Bargmann, City Clerk



P.O. Box 38, 537 Main Street, Seward, Nebraska 68434
Phone: 402-643-2928 • Fax: 402-643-6491 • www.cityofsewardne.gov

CERTIFIED MAIL

Date: May 19, 2025

To: Educational Service Unit 6
Attn: Dr. Eric Malina, Board President
210 5th Street
Milford, NE 68405

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The purpose of both hearings is to obtain public comment prior to the review and consideration of a proposed amendment to the redevelopment plan for the City of Seward, including a specific redevelopment project.

The property which is the subject of the public hearings is located generally at 1143 Worthman Blvd, Seward, Nebraska and is legally described as follows:

Lots 16 and 17, Seward Rail Campus PUD 2nd Addition, Seward, Seward County, Nebraska

(Parcel IDs 800233030 and 800231480).

All interested parties shall be afforded at each public hearing a reasonable opportunity to express their views regarding the proposed redevelopment plan amendment. A map of the redevelopment area and a copy of the redevelopment plan and cost-benefit analysis shall be maintained in the office of the City Clerk.


Derek Bargmann, City Clerk



115 Locust Street, P.O. Box 127
Hickman, NE 68372-0127
Phone 402.792.2212 - Fax 402.792.2210
www.hickman.ne.gov



April 30, 2025

HICKMAN CITY COUNCIL
115 LOCUST STREET
HICKMAN, NE 68372

EDUCATIONAL SERVICE UNIT #6
210 5TH STREET
MILFORD, NE 68405

LANCASTER COUNTY BOARD
555 S. 10TH STREET #110
LINCOLN, NE 68508

NORRIS SCHOOL DISTRICT #160
25211 SOUTH 68TH STREET
FIRTH, NE 68358

SOUTHEAST COMMUNITY COLLEGE AREA
301 S. 68TH ST. PLACE, 5TH FLOOR
LINCOLN, NE 68510

LOWER PLATTE SOUTH NRD
3125 PORTIA STREET
LINCOLN, NE 68521

Re: City of Hickman Annual Report on Community Redevelopment Projects

Governing Body:

Pursuant to Section 18-2117.02 of the Nebraska Community Development Law (the "Act"), the City of Hickman, Nebraska (the "City") presents the following report on the approval and progress of redevelopment projects financed in whole or in part through the division of taxes as permitted by Section 18-2147 of the Act:

A. The total number of redevelopment projects in the city that have been financed in whole or in part through the division of taxes as provided in Section 18-2147 of the Act.

In the City of Hickman, Nebraska redevelopment projects have been financed in whole or in part through the division of taxes as provided in Section 18-2147 of the Act, which are identified below:

1. Former School Project
2. Automotive Repair Facility Project
3. Long Range Investments Project

(each a "Redevelopment Project" and collectively, the "Redevelopment Projects").

B. The total estimated project costs for all such redevelopment projects.

The total estimated project costs for such Redevelopment Projects are as follows:

<u>Project</u>	<u>Estimated Project Costs</u>
Former School Project	\$270,000.00
Automotive Repair Facility Project	\$239,000.00
Long Range Investments Project	<u>\$128,400.00</u>
Total:	\$637,400.00

C. *NEW REQUIREMENT* The estimated amount of outstanding indebtedness related to each such redevelopment project and an estimated date by which such indebtedness is expected to be paid in full.

<u>Project</u>	<u>Outstanding</u>	<u>Final Payment Date</u>
Former School Project	\$0	12/15/2024
Automotive Repair Facility Project	\$0	04/19/2023
Long Range Investments Project	<u>\$108,129.42</u>	12/15/2033
Total Outstanding	\$108,129.42	

D. A comparison between the initial projected valuation of property included in each such redevelopment project as described in the redevelopment contract and the assessed value of the property in each such redevelopment project as of January 1 of the year of the report.

A comparison of the projected valuation of the property included in each such redevelopment project, as described in the redevelopment contract, versus the assessed value of the property in each such redevelopment project as of January 1, 2024 are as follows.

<u>Project</u>	<u>Projected Valuation</u>	<u>Assessed Value</u>
Former School Project	\$360,000.00	\$598,200.00
Automotive Repair Facility Project	\$179,500.00	\$136,900.00
Long Range Investments Project	\$565,000.00	\$352,900.00

E. The number of such redevelopment projects for which financing has been paid in full during the previous calendar year and for which taxes are no longer being divided pursuant to Section 18-2147 of the Act.

There are ZERO Redevelopment Projects for which financing has been paid in full during 2025, and for which taxes are no longer being divided pursuant to Section 18-2147 of the Act.

F. The number of such redevelopment projects approved by the governing body in the previous calendar year.

None.

G. Information specific to each such redevelopment project approved by the governing body in the previous calendar year, including the project area, project type, amount of financing approved, and total estimated project costs.

None.

H. The percentage of the city that has been designated as blighted.

Approximately 23% of the city has been designated as blighted.

Sincerely,

City Treasurer, Cari Forbes

James B. Gessford
Daniel F. Kaplan
Gregory H. Perry
Joseph F. Bachmann
R. J. Shortridge*
Joshua J. Schauer*
Derek A. Aldridge**
Justin J. Knight***
Charles Kaplan
Haleigh B. Carlson
Sara J. Tonjes
Kendall G. Oberheide



PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.

Of Counsel
Thomas M. Haase

*Also admitted in Iowa
** Also admitted in Kansas
***Also admitted in Colorado

Ernest B. Perry (1876-1962)
Arthur E. Perry (1910-1982)
R.R. Perry (1917-1999)
Edwin C. Perry (1931-2012)

MEMORANDUM

To: Dr. Brian Maschmann, ESU 6 Administrator
From: Justin Knight, Perry Law Firm
Date: June 6, 2025
RE: 2025 ESU Annual Policy Service Update

The Legislature has adjourned after their 90-day session. This Memo covers the ESU policy updates as a result of this past session.

POLICY UPDATES

- 1. Article 1 (“Code of Ethics”); Article 3, Sections 7 and 9; Article 4, Sections 1.B. and 11.D.; and Article 5, Section 1.A.** – AM 1617 to LB 150 updates Nebraska’s Fair Employment Practice Act to add “military or veteran status” as a protected class. As a result, the nondiscrimination policies have been updated to add this new protected class.
- 2. Article 3, Section 4.F.** – Several bidding references were updated in the federal regulations governing grants and federal audit requirements. The procurement policy has been updated to reflect the new terminology for “simplified acquisition purchases.”
- 3. Article 5, Section 11.A.** Updates in federal driving requirements (relating to alcohol and drug reporting to the federal Clearinghouse) require adding language to this policy for drivers subject to these new drug testing requirements.

OTHER CONSIDERATIONS

- 1. Veteran’s Preference** – LB 144 (passed this session without an emergency clause) will update Nebraska’s veteran’s preference laws. In particular, LB 144 adds the spouse of a veteran who “was killed in the line of duty or died due to his or her military service” as a person who qualifies for a veteran’s preference. This update is a good reminder to review your ESU’s application forms to ensure that the ESU’s job applications state that positions are “subject to a veteran’s preference,” per Neb. Rev. Stat. § 48-227(3).

2. Paid Sick Leave Initiative – Last November, the voters approved Initiative 436, which requires an increase in employer-provided paid sick leave. However, the Initiative exempted political subdivisions from the paid sick leave requirements. Therefore, there are no required changes to any ESU’s paid sick leave benefits.

3. Nebraska’s Minimum Wage Increase. Similar to the Paid Sick Leave Initiative, Nebraska’s recent Minimum Wage Increase Initiative does not apply to political subdivisions, so ESU’s are not legally required to follow the increases in the State’s minimum wage rates.

4. New Open Meetings Act Poster. LB 521 “cleaned up” language within the Open Meetings Act. The changes to the Open Meetings Act are largely technical and do not require any policy updates. With that being said, each ESU Board is required to have a current copy of the Open Meetings Act posted during all board meetings. The bill has an emergency clause so each board will need to update their Open Meetings Act posters this summer.

As always, please let us know if you have any questions or concerns.

PERSONNEL

Section 1 Employment of Personnel

A. Recruitment and Selection

The administration is to recruit and recommend for employment the best qualified personnel to implement and fulfill the mission, goals and policies of the ESU. All applicants so selected and recommended must satisfy the standards set by the Board and any applicable legal requirements.

All personnel shall be recommended for hiring by the Administrator with the final approval by the Board prior to hiring. The final approval by the Board should generally follow closely the recommendation of the Administrator, but such approval of recommendation is not mandatory on the Board.

Legal Reference:	
Date of Adoption:	

B. Equal Opportunity Employment

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

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

Legal Reference:	Title VI--34 CFR §100 et seq. Title VII--42 U.S.C. §2000e, et seq. Title IX--20 U.S.C §1681; 34 CFR 106.1 et seq. ADEA--29 U.S.C. §621 et seq. ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq. Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq. Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§48-1101 to 48-1126; Neb. Rev. Stat §20-168
Date of Adoption:	

Section 2 Staff Handbooks

The administration is responsible for preparing and distributing staff handbooks and job descriptions. Staff handbooks and job descriptions approved by the Board shall have the effect of

Board-approved policy and, if approved by the Board later in time to any conflicting Board policy, shall control over conflicting Board policy.

Legal Reference:	
Date of Adoption:	

Section 3 Conflicts of Interest

A. Employment of Board Members

No board member of ESU __ shall be employed by ESU __ .

Legal Reference:	§ 79-1219
Date of Adoption:	

B. Employment of Immediate Family Members

A member of the Board or an employee with supervisory responsibilities may employ or recommend or supervise the employment of an immediate family member only if:

1. He or she does not abuse his or her official position. Abuse of an official position includes, but is not limited to, employing an immediate family member:
 - (a) Who is not qualified for and able to perform the duties of the position;
 - (b) For an unreasonably high salary; or
 - (c) Who is not required to perform the duties of the position.
2. He or she makes a full disclosure on the record to the Board and a written disclosure to the Administrator and/or Secretary of the Board; and
3. The Board approves the employment or supervisory position.

No immediate family member of a Board member or of an employee with supervisory responsibilities shall be employed by the ESU:

1. Without first having made a reasonable solicitation and consideration of applications for such employment;
2. Who is not qualified for and able to perform the duties of the position;
3. For an unreasonably high salary; and
4. Who is not required to perform the duties of the position.

Neither the Board nor an employee with supervisory responsibilities shall terminate the employment of an employee so as to make funds or a position available for the purpose of hiring an immediate family member.

This policy shall not apply to an immediate family member of a member of the Board or an employee with supervisory responsibilities who was previously employed in a position with the ESU prior to the election or appointment of the Board member or of the supervisory employee. Prior to or as soon as reasonably possible after the official date a Board member takes office or an

employee assumes supervisory responsibilities, such Board member or employee shall make a full disclosure of any immediate family member employed in a position subject to this policy.

Legal Reference:	§ 49-1499.04; § 49-1499.05
Date of Adoption:	

Section 4 Fitness for Duty

Applicants must be physically and mentally capable of performing the essential functions of the position for which application is made, with or without reasonable accommodations. Some positions have physical requirements which must be demonstrated by satisfactorily completing a post-offer physical exam or post-offer questionnaire to establish the ability to perform the essential functions of the position. This will only be required after a conditional offer of employment has been made.

Employees must be physically and mentally capable of performing the essential functions of their position, with or without reasonable accommodations. Employees shall be required, upon request of the Administrator or designee, to respond or submit to medical inquiries or examinations which are related and necessary to performance of essential functions of their position where there is evidence of a job performance or safety problem and when required or otherwise permitted by law.

Employees are required to disclose any medical restrictions that limit their ability to perform the essential functions of the assigned position to their supervisor or the Administrator and are to request a meeting with the ADA Coordinator to discuss the provision of reasonable accommodations. Supervisors are required to notify the Administrator of any employees with restrictions that limit their ability to perform the essential functions of their assignment. The ESU shall make reasonable accommodations to qualified individuals with a disability in accordance with law.

The ESU complies with all federal and state laws regarding the collection and maintenance of health and medical information.

Legal Reference:	ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq. Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq. Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§48-1101 to 48-1126; Neb. Rev. Stat §20-168
Date of Adoption:	

Section 5 Standards of Conduct

A. Drug-Free Work Place

It is the policy of ESU ___ 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. The ESU will implement regulations and practices which will insure compliance with laws relating to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

The ESU has established a drug-free workplace. The drug-free workplace for this purpose includes ESU property, ESU-utilized vehicles, any place in which ESU employees perform duties, and any place in which ESU activities are held. The ESU 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's 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 property or at any ESU 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's 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's drug-free workplace policies and notify the Administrator or designee of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days 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.

The ESU 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.

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:	

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 the ESU or schools served by the ESU;
 - 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 Commercial Drivers License 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 the ESU or a school, or in an ESU or school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.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 ten 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:	

C. Weapons

Employees shall not bring or possess a weapon in any facility or in any vehicle owned or under the control of ESU ___ or, while on duty, on any school property or at any ESU or school activity. This prohibition includes employees with a permit to carry a concealed handgun. Possession of a weapon includes, without limitation, a weapon in an employee's personal possession or control, including a weapon in an employee's motor vehicle, desk, locker, backpack or purse. Any employee 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 an employee to carry mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes for self-defense where it is established that the employee is presented with a clear and substantial risk to personal safety and the employee receives prior written permission from the Administrator or Administrator's designee. An exception may also be allowed where the employee requests to possess a weapon for instructional purposes.

Any exception must receive prior approval of the Administrator and be cleared with the school(s) at which the employee is assigned, where applicable. 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.

Legal Reference:	§ 69-2441
Date of Adoption:	

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 the ESU. 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, 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:	

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 related activities, such as the student's homework, class activity, school sport or club, or other school or ESU sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).
- Engaging in social-networking friendships with a student on MySpace, Facebook, or other social networking site. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.

- Engaging in sexual activity, a romantic relationship or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance – verbal, written, or physical – towards a student.
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student’s physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly “touchy” with a specific student.
- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with a student the employee’s problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee’s personal vehicle without express permission of the student’s parent 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 when it is not appropriate outside of the instructional setting.
- “Grooming,” which includes building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place.

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

Any person who suspects a District employee of engaging in any prohibited conduct under this policy, including grooming, should contact the Superintendent 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:	

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 or school property. Employees are not to bring their children to work with them in lieu of taking them to childcare.

Legal Reference:	
Date of Adoption:	

G. Other Employment

Employees shall not perform duties unrelated to their employment duties during their regularly assigned schedule. In addition, employees shall not engage in employment which conflicts with their duties for the ESU.

Employees are to notify the ESU of outside employment to the extent such is required for the ESU to comply with Nebraska School Employees Retirement System Act or other laws, or Board policy.

Legal Reference:	
Date of Adoption:	

Section 6 Safety

ESU __ is committed to providing and maintaining a safe and healthy work environment. The administration is to make the safety of employees an integral part of the management function. Each employee is to make safety an integral part of their duties by following established safety regulations and procedures, assisting in accident prevention activities by reporting any job-related injury to the administration immediately, reporting unsafe conditions immediately, and providing suggestions to eliminate accidents and injuries. Failure to follow safety rules may lead to disciplinary action up to and including termination.

Safety and health management is the ultimate responsibility of the Board. Functional authority for continued development and implementation of health and safety is hereby delegated to the Administrator or the Administrator's designee.

The Safety Committee shall maintain documentation of its compliance with this policy.

Legal Reference:	§ 48-443 to § 48-445
Date of Adoption:	

Section 7 Employee Files and Privacy

A. Employee Files

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

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

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

Information regarding an employee’s medical condition or history is to be maintained in a separate medical file and treated as confidential, including employment background checks related to physical or mental condition and records pertaining to FMLA leaves for health related reasons. Records maintained pursuant to the federal drug and alcohol testing laws, including drug and alcohol tests of employees and driver investigation history files for new or prospective drivers, are to be maintained in a separate file in a location with controlled access.

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

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

B. Social Security Numbers

Employee social security numbers shall be kept confidential to the extent required by law. Use of more than the last four digits of an employee’s social security number shall be made by the ESU only for:

1. Legal Mandates. Compliance with state or federal laws, rules, or regulations.
2. Internal Administration. Internal administrative purposes, including provision of employee social security numbers to third parties for such purposes as administration of personnel benefits and employment screening and staffing. However, the internal administrative uses shall not permit use of employee social security numbers:
 - a. As an identification number for occupational licensing.
 - b. As an identification number for drug-testing purposes except when required by state or federal law.
 - c. As an identification number for ESU meetings.
 - d. In files with unrestricted access within the ESU.
 - e. In files accessible by any temporary employee unless the temporary employee is bonded or insured under a blanket corporate surety bond or equivalent commercial insurance.
 - f. For posting any type of ESU information.
3. Voluntary Transactions. Commercial transactions freely and voluntarily entered into by the employee with the ESU for the purchase of goods or services.

The ESU will not use or require an employee to use more than the last four digits of an employee’s social security number for:

1. Public Posting or Display. Any public posting or display available to the general public or to an employee’s co-workers.
2. Internet Transmission. Transmission over the Internet unless the connection is secure or the information is encrypted.
3. Internet Access. To access an Internet web site unless a password, unique personal identification number, or other authentication device is also required to access the Internet web site.
4. Identifier. As an employee number for any type of employment-related activity.

Legal Reference:	§ 48-287; 5 USC § 552a (note) (Privacy Act of 1974)
Date of Adoption:	

C. Shredding Consumer Reports (Background Checks)

The administration shall take reasonable measures to protect against unauthorized access to consumer information from consumer reports.¹ A consumer report includes criminal background checks performed on applicants or employees by a third party. It does not include criminal checks performed by ESU staff.

Reasonable measures to protect against unauthorized access to or use of consumer information in connection with its disposal include the following examples. These examples are illustrative only and are not exclusive or exhaustive methods for complying with this directive.

1. Shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed. Burning or pulverizing such papers are also options where appropriate.
2. Destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed.
3. After due diligence,² entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material in a manner consistent with this directive.

This policy does not require that the consumer reports information be disposed of. Rather, it specifies the action to be taken whenever such disposal occurs. Questions regarding the disposal of consumer reports information should be directed to the Administrator or the Administrator’s designee.

Legal Reference:	FTC Rule on Disposal of Consumer Report Information and Records, 16 CFR Part 682
Date of Adoption:	

D. Prohibition on Aiding and Abetting Sexual Abuse

An employee, contractor, or agent of the ESU is prohibited from assisting another ESU employee, contractor or agent in obtaining a new job if the individual knows or has probable cause to believe, that such other employee, contractor, or agent engaged in sexual misconduct with a minor or student in violation of the law.

¹ “The term ‘consumer report’ means any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for . . . employment purposes.” Fair Credit Reporting Act, 15 U.S.C. § 1681a(3).

² The FTC rule states: “In this context, due diligence could include reviewing an independent audit of the disposal company's operations and/or its compliance with this rule, obtaining information about the disposal company from several references or other reliable sources, requiring that the disposal company be certified by a recognized trade association or similar third party, reviewing and evaluating the disposal company's information security policies or procedures, or taking other appropriate measures to determine the competency and integrity of the potential disposal company.”

“Assisting” does not include the routine transmission of administrative and personnel files.

Exceptions to giving such assistance may only be made where the exception is authorized by the Every Student Succeeds Act (for example, where the matter has been investigated by law enforcement and the person has been exonerated and approved by the Administrator or designee.)

Legal Reference:	ESSA sec. 8038, § 8546
Date of Adoption:	

E. Workplace Privacy Policy

1. The ESU will abide by the Nebraska Workplace Privacy Act and will not:
 - a. Require or request that an employee or applicant provide or disclose any user name or password or any other related account information in order to gain access to the employee's or applicant's personal Internet account by way of an electronic communication device;
 - b. Require or request that an employee or applicant log into a personal Internet account by way of an electronic communication device in the presence of the ESU in a manner that enables the ESU to observe the contents of the employee's or applicant's personal Internet account or provides the ESU access to the employee's or applicant's personal Internet account;
 - c. Require an employee or applicant to add anyone, including the ESU, to the list of contacts associated with the employee's or applicant's personal Internet account or require or otherwise coerce an employee or applicant to change the settings on the employee's or applicant's personal Internet account which affects the ability of others to view the content of such account;
 - d. Take adverse action against, fail to hire, or otherwise penalize an employee or applicant for failure to provide or disclose any of the information or to take any of the actions prohibited by the Workplace Privacy Act.
 - e. Require an employee or applicant to waive or limit any protection granted under the Workplace Privacy Act as a condition of continued employment or of applying for or receiving an offer of employment.

Notwithstanding anything to the contrary, all employees must abide by the ESU's technology policies, procedures and guidelines, including the ESU's Internet Use policy and/or practice. Pursuant to the Workplace Privacy Act, the ESU may also:

- a. Monitor, review, access, or block electronic data stored on an electronic communication device supplied by or paid for in whole or in part by the ESU or stored on the ESU's network, to the extent permissible under applicable laws;
- b. Access information about an employee or applicant that is in the public domain or is otherwise obtained in compliance with the Workplace Privacy Act;
- c. Conduct an investigation or require an employee to cooperate in an

- investigation if the ESU has specific information about potentially wrongful activity taking place on the employee’s personal Internet account, for the purpose of ensuring compliance with applicable laws, regulatory requirements, or prohibitions against work-related employee misconduct;
- d. Any other reason permitted by the Workplace Privacy Act.

Legal Reference:	48-3501 to 48-3511
Date of Adoption:	

Section 8 Fair Labor Standards Act (Minimum Wage & Overtime)

Work week: The work week for overtime purposes shall be 12:00 a.m. Sunday until 11:59 p.m. Saturday. The Administrator may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime: Overtime will be paid to non-exempt employees as required by law; that is, when a non-exempt employee works more than 40 hours in a work week. Compensatory pay in-lieu of overtime pay may be implemented in accordance with law. A non-exempt employee shall not work overtime without the express approval of the employee’s supervisor.

Deductions from Salary: The ESU’s policy is to not permit improper deductions from the salary of exempt employees who are required to meet a “salaried basis” test in order to be exempt from overtime. (Note: Teaching professionals are not subject to the salaried basis test). An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Administrator or the Administrator’s designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

Wage and Deduction Information: Within ten working days after a written request is made by an employee, the Administrator or designee shall furnish the employee with an itemized statement listing the wages earned and the deductions made from the employee’s wages for each pay period that earnings and deductions were made. The statement may be in print or electronic format.

The ESU’s policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a “salaried basis” test in order to be exempt from overtime. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

Legal Reference:	Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; 29 CFR §§ 541.303; 541.602-03; 541.710; 553.20-.28; 771.105
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	Neb. Rev. Stat. § 48-1230
Date of Adoption:	

Section 9 Attendance and Leaves of Absence—Generally

A. Attendance

The ESU depends on each employee to be reliable and punctual in reporting for work in order to provide its services and programs safely and efficiently. Regular, dependable, in-person attendance at work is an essential function of each employment position.

Employees are to be absent from scheduled work only to the extent reasonably unavoidable. Appointments are to be scheduled for non-work hours whenever possible.

Leaves are to be used for the purpose intended. Abuse of leave privileges will not be tolerated. Such abuse may result in disciplinary action, up to and including termination of employment.

Legal Reference:	
Date of Adoption:	

B. Reporting Absences and Making Leave Requests

Employees are to utilize the appropriate notification and approval procedures for all absences. It is important to give as much advance notice of the need to take a leave as possible.

1. *Requesting Use of Leave Days.* An employee who wants to use available leave is to submit a Request for Leave form to the employee’s supervisor. The request is to be submitted at least 5 days days prior to the leave. The supervisor may require that more advance notice be given depending on the nature of the employee’s duties or the need to schedule a substitute. Leave requests should be made as soon as practicable under the circumstances.

2. *Giving Notice of Unscheduled Absences.* An employee who is unable to request prior advance approval for an absence because of the nature of the circumstance requiring the absence (such as personal illness or unforeseen emergency) is to report the need to be absent as soon as the situation is known. Before the end of the day on the first day of the absence, and on each subsequent day of absence, the employee is to report whether the employee will be able to return to work on the next duty day.

Legal Reference:	
Date of Adoption:	

C. Returning from Absences

1. *Justification for Absences Taken Without Prior Approval.* If an employee is absent without prior approval either: (1) the day immediately preceding or immediately following a regularly scheduled school break (such as winter break, spring break,

and quarter or semester breaks) or (2) during the first two weeks or the last two weeks of school (student contact days), the employee will be required to give verification (for example, a doctor's note) to establish that the employee was unable to work for an excusable condition or excusable reason.

2. *Establishing Fitness for Duty.* Employees must present a written statement from their physician or health care provider to their supervisor when the employee is absent for any period of time because of injury requiring care from a physician or health care provider, or absent from work for 10 days or more due to a personal health condition. The statement is to clearly verify that the employee is mentally and physically able to return to duty. This statement is to be presented in person, or by other methods agreed upon by both parties, to the employee's supervisor before the employee returns to duty in order that the readiness to perform work can be observed and/or discussed.

Employees are required to disclose any medical restrictions that limit their ability to perform the essential functions of their position to their supervisor and to request a meeting with the Americans with Disabilities Act (ADA) Coordinator to discuss the provision of reasonable accommodations. The ESU will not discriminate against any employee due to disability and will provide reasonable accommodations. Information provided about medical conditions or disabilities shall be treated as confidential, as required by state and federal statutes, and will be divulged only to the extent necessary to provide reasonable accommodations.

Legal Reference:	
Date of Adoption:	

D. Paid Leaves

1. *Paid Leaves Available.* ESU ___ makes the following forms of paid leaves available: Sick Leave, Bereavement Leave, Personal Leave, Emergency Leave, Administrative Leave, Vacation Leave and Professional Leave. In addition, ESU ___ complies with laws that require leaves to be allowed without loss of pay, such as for military service and jury duty.
2. *Negotiated Agreement.* Paid leaves are provided for in the negotiated agreement with the designated association of certified employees. The negotiated agreement will control where there is any direct conflict with this policy.
3. *Nature of Paid Leave.* Paid leave is available to employees when the following specific conditions are met: (1) the employee is currently employed by the ESU; (2) the paid leave day is taken on a day the employee would otherwise be expected to be at work; and (3) the employee has met the conditions that are applicable to the type of paid leave that has been requested.
4. *Leave Year.* The leave year for paid leaves is ESU ___ 's fiscal year unless otherwise stated by individual contract.

5. *Leave Days.* Paid leave days are provided based on the same number of hours the employee is scheduled to work on the day the leave is taken, except for any day in which premium pay may be paid. For example, if an employee is scheduled to work 6 hours on a day that sick leave is used, the use of the sick leave on that day constitutes the use of 1 full sick day. Paid leave days may not be used in increments of less than one-half day unless otherwise specified or approved.

6. *Eligibility Based on Employment Status.* For purposes of eligibility for paid leave days, employees are identified as:
 - i. *Full-Time Employees*—Employees scheduled to work in one position at least 1,387.5 hours per leave year. Eligibility for full-time status treatment based on combinations of positions is subject to prior written approval of the Administrator.
 - ii. *Part-Time Employees*—Employees who are contracted to work at least 9 months in the leave year and who are scheduled to work at least 20 hours per week. Except as otherwise specified, Part-Time Employees are provided paid leaves on a pro rata basis measured against a 1,387.50 hour work year (185 days x 7.5 hours).
 - iii. *Ineligible Employees*—Employees who are not Full-Time or Part Time Employees, as defined above, including any employees employed on a substitute or temporary basis. Ineligible Employees are not eligible for any paid leaves.
 - iv. *New Classified Employees*—Employees who have been employed with the ESU less than 4 months and who are employed in a position that does not require NDE or HHS certificate or license. New Classified Employees are not eligible for paid leaves. Upon reaching the 4 month employment anniversary, the employee becomes eligible for paid leaves for the remainder of the leave year, including the 4 month probationary period, on a pro rata basis.

7. *Unused Days.* Unused leave may be carried over from one leave year to the next succeeding leave year to a maximum of [number] leave days. Once the maximum is accumulated, no further leave days will be available or granted for the ensuing leave year or years until the accumulated number of days is less than [number], and then only to the extent necessary to restore the total number of available leave days to the maximum of [number] days. Employees who have accumulated leave days in excess of said maximum prior to the 2017-2018 school year will continue to have the excess days available for use, but will not be given any additional leave days until their unused days are less than the maximum of [number], and then only to the extent necessary to restore the total number of available sick leave days to the maximum of [number] days in a leave year.

Legal Reference:	§§ 48-1228 to 48-1232 (Wage Payment and Collection Act)
Date of Adoption:	

E. Sick Leave

1. *Days Per Leave Year.* Employees have 14 days sick leave available per leave year.
2. *Availability.* Sick leave is a paid work day when the employee may be absent from duties. Sick days are only available when the employee is unable to perform assigned duties due to the illness or temporary disability of the employee or due to the employee needing to care for a member of the employee’s immediate family who is ill or has a serious health condition. Immediate family for purposes of sick leave means the employee’s spouse, and dependent child. Employees are to use sick leave when unable to work. Activities other than caring for their own health or that of an immediate family member reflect an abuse of sick leave. Employees may utilize up to two days of Non-Dependent Sick Leave for family members outside of the immediate family member definition. Use of Non-Dependent Leave is subject to Administrative approval and is subtracted from the Sick Leave accumulation.
3. *Carry-over and Accumulation.* Unused sick leave may be carried over from one leave year to the next succeeding leave year to a maximum of 65 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing leave year or years until the accumulated number of days is less than 65, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 65 days.

Legal Reference:	
Date of Adoption:	

F. Bereavement Leave

1. *Immediate Family.* Paid family bereavement leave of 3 consecutive days is available in the event of the death of an immediate family member. The term “immediate family” for this purpose means the employee’s spouse, child, parent, grandparent, grandchild and sibling; and family members standing in the same relation to the employee’s spouse (in-laws). Family bereavement leave of 3 days is available for each such death, provided that the total paid family bereavement taken in a leave year not exceed 10 days.
2. *Non-Immediate Family.* Non-family bereavement leave of 1 day is available for the death of a person who is not an immediate family member, but with whom the employee was so close that the employee would be expected to attend the person’s funeral. Non-family bereavement leave requires advance approval of the employee’s supervisor. The combination of family and non-family bereavement leave may not exceed 10 days in the leave year.
3. *Use of Bereavement Leave.* Bereavement leave is to be used for purposes of addressing issues related to the death and to attend funeral services. The taking of a bereavement leave without attending funeral services would be an abuse of bereavement leave, except in the case of the death of the employee’s parent, child or spouse, where grief would be expected to impair the employee’s ability to function at work. Bereavement Leave will be deducted from an employee’s sick leave balance.

4. *Carry-over and Accumulation.* There is no carry-over or accumulation of unused bereavement leave. Sick, Personal or Emergency leave may, at the employer's option, be granted beyond the provisions noted above.

Legal Reference:	
Date of Adoption:	

G. Personal Leave

1. *Days Per Leave Year.* Employees have 2 days of personal leave available per leave year. Employees in their first year of employment have 1 day of personal leave each semester.
2. *Availability.* The availability of personal leave is to be determined at the discretion of the Administrator.
3. *Carry-over and Accumulation.* Unused leave may be carried over from one leave year to the next succeeding leave year to a maximum of [number] leave days. Once the maximum is accumulated, no further leave days will be available or granted for the ensuing leave year or years until the accumulated number of days is less than [number], and then only to the extent necessary to restore the total number of available leave days to the maximum of [number] days. Employees who have accumulated leave days in excess of said maximum prior to the 2017-2018 school year will continue to have the excess days available for use, but will not be given any additional leave days until their unused days are less than the maximum of [number], and then only to the extent necessary to restore the total number of available sick leave days to the maximum of [number] days in a leave year.

Legal Reference:	
Date of Adoption:	

H. Emergency Leave

1. *Days Per Leave Year.* Employees have 2 days of emergency leave available per leave year and may be paid or unpaid leave.
2. *Availability.* Emergency leave is available when all other forms of paid leave have been exhausted. Emergency leave is for the rare, unusual circumstance, where the taking of a leave is unavoidable and very clearly reasonable. An employee shall request only that portion of the day needed to alleviate the situation. The availability of emergency leave is to be determined in the discretion of the Administrator. The type of requests that might be determined to be eligible for emergency leave are:
 - a. Legal arrangements related to the immediate family of the employee.
 - b. Compliance with a court summons other than for an employee's criminal violations, civil lawsuits, or matters in which the employee is supporting a relative or friend.
 - c. Transactions of serious personal business.
 - d. Necessary extension of bereavement leave.

3. *Carry-over and Accumulation.* There is no carry-over or accumulation of unused emergency leave.

Legal Reference:	
Date of Adoption:	

I. Professional Leave

1. *Days Per Leave Year.* Certificated and professional/licensed employees may be granted up to 3 days paid professional leave per leave year.
2. *Availability.* Professional leave is available for attendance at local, regional, state, or national functions provided attendance is judged by the Administrator or designee to be for professional development of the employee in an aspect of the employee's employment duties or of potential benefit to the ESU or schools served by the employee. Attendance at such functions is to be determined at the discretion of the Administrator. Expenses for attendance, including transportation, meals, registration fees, and other function-related expenses deemed necessary and approved by the Administrator will be paid in accordance with the Coffee Act Policy.
3. *Carry-over and Accumulation.* There is no carry-over or accumulation of unused professional leave.

Legal Reference:	
Date of Adoption:	

J. Administrative Leave

1. *Days Per Leave Year.* Administrative Leave is at the sole discretion of the Administrator and may be used when there is potential benefit to school clients, for the general welfare of the employee, or for the general welfare of the Unit.
2. *Availability.* Administrative Leave is available only after Professional Leave has been used or as determined by the Administrator.
3. *Carry-over and Accumulation.* There is no carry-over or accumulation of unused professional leave.

K. Vacation Leave

1. *Days Per Leave Year.* As determined by individual agreements for Administrative and Classified staff.
2. *Availability.* Vacation leave is available on an annual basis as determined by individual contracts.
3. *Carry-over and Accumulation.* Unused leave may be carried over from one leave year to the next succeeding leave year to a maximum of [number] leave days. Once the maximum is accumulated, no further leave days will be available or granted for the ensuing leave year or years until the accumulated number of days is less than [number], and then only to the extent necessary to restore the total number of available leave days to the maximum of [number] days. Employees who have accumulated leave days in excess of said maximum prior to the 2017-2018 school year will continue to have the excess days available for use, but will not be given

any additional leave days until their unused days are less than the maximum of [number], and then only to the extent necessary to restore the total number of available sick leave days to the maximum of [number] days in a leave year.

L. Unpaid Leaves

Should an employee be absent from work in excess of the employee’s available paid leaves, the absence will be an unpaid leave. The employee’s salary and fringe benefits (including the cost of premiums for group health insurance) may be subject to reduction for the day or days of work missed.

Legal Reference:	
Date of Adoption:	

M. Discretionary Leave of Absence

An employee may apply to the Board for a leave of absence from duties. The Board will consider such requests on a case-by-case basis. No leave of absence shall extend beyond one leave year. All discretionary leaves shall be without pay except as may be individually negotiated.

Legal Reference:	
Date of Adoption:	

N. FMLA

Family and medical leaves shall be allowed under the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA) as amended.

The “leave year” for purposes of the FMLA shall be a “rolling” twelve-month period, measured backward from the date of any FMLA usage.

Substitution of accrued paid leaves for otherwise unpaid FMLA leaves may be required at the discretion of the Administrator or the Board. The employee may also have paid leave run concurrently with unpaid FMLA leave entitlement, provided the employee meets applicable requirements of the leave policy.

Employees shall be required to submit medical certifications to support a request for FMLA leave because of a serious health condition, or a sick leave, when such leave is for a duration in excess of five successive days, and in such other cases as deemed appropriate by the Administrator or the Board based on the nature of the illness or other circumstances surrounding the leave. Second and third medical opinions may, in the Administrator or the Board’s discretion, be required. Employees shall be required to report periodically, at such times as requested by the Administrator or the Board, on their intent to return to work from FMLA leaves and other leaves. Employees shall be required to submit a fitness-for-duty certification from their health care provider as a condition of returning to work from a FMLA leave taken because of the employee’s serious health condition, or from a sick leave taken by reason of the employee’s illness, when such leave was of a duration in excess of five (5) successive days, and upon request of the Administrator or the Board

when such is deemed appropriate by the Administrator or the Board based upon the nature of the illness or other circumstances surrounding the leave.

An “equivalent position” for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason of endorsement, college preparation, or experience, or other indicia. In the case of coaching or other similar extracurricular duty assignments, “equivalent position” can be any extracurricular duty assignment. In the case of other employees or positions, “equivalent position” can be one with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Administrator or the Board.

By law, FMLA leave is available only to employees who meet certain conditions. One of the conditions is that the employee “is employed at a worksite where 50 or more employees are employed by the employer within 75 mile of that worksite.”

The ESU will allow employees who do not meet this condition due to the location of their worksite to take unpaid leaves on the same terms and conditions as other ESU employees are allowed to take FMLA leaves. Such unpaid leaves will be allowed as an ESU provided benefit and not as an FMLA protected leave.

Legal Reference:	29 USC Sections 2611 to 2618 and 29 CFR Part 82
Date of Adoption:	

O. Military and Family Military Leave

Military leave and family military leave will be granted to the extent required by state and federal law.

Employees requesting military leave must notify the Administrator as soon as they receive notification of activation. Employees are to attach a copy of their orders to a leave request form when they prepare the request for military leave.

Employees requesting to take family military leave under the Nebraska statutes must notify the Administrator at least 14 days in advance of taking such a leave if the leave will be for 5 or more consecutive days, consult with their supervisor to schedule the leave so as to not unduly disrupt operations of the ESU. For leaves of less than 5 days, the employee is to notify the Administrator of the leave request as soon as practicable.

Family military leave under the FMLA will be provided in accordance with that law and subject to the provisions of the Board policy pertaining to FMLA leave.

Legal Reference:	Neb. Rev. Stat. §§ 55-160 to 55-166 Neb. Rev. Stat. §§ 55-501 to 55-507 29 U.S.C. §§ 2611, et seq.; 29 CFR Part 825 (FMLA) 38 U.S.C. §§ 4301 to 4333; 20 CFR Part 1002 (USERRA)
Date of Adoption:	

P. Adoption Leave

Adoption leave will be permitted to be taken by an adoptive parent for the same time and on the same terms as an employee is permitted to take a leave of absence upon the birth of the employee's child.

The adoptive parent leave of absence begins following the commencement of the parent-child relationship. The parent-child relationship commences, for purposes of adoption leave, when the child is placed with the employee for purposes of adoption. The employee shall be deemed to have waived any adoptive leave days not taken following the commencement of the parent-child relationship, except as the Administrator and the employee may otherwise agree. Advance notice of an anticipated adoption shall be provided by the employee to the Administrator as early as possible.

Legal Reference:	§ 48-234
Date of Adoption:	

Q. Jury Duty Leave

An employee who is summoned for jury service must promptly notify the employee's immediate supervisor. The employee will be allowed time off for jury duty. There will be no loss of salary or deduction in leave time for time spent in jury services. The ESU may at its discretion reduce salary by an amount equal to any compensation, other than expenses, paid by the court for jury duty.

If an employee reports for jury duty in the morning and is then dismissed from jury duty for the remainder of the day, the employee is to report for work and resume duties for the balance of the day, except as may be otherwise arranged by the employee's immediate supervisor.

Legal Reference:	§ 25-1640
Date of Adoption:	

R. Subpoena to Testify Leave

An employee must promptly notify the employee's immediate supervisor when the employee receives a lawfully issued subpoena to testify in court or to give a deposition that may require an absence from duty.

In the event the subpoena involves a job-related matter in which the employee is testifying on behalf of the ESU, the absence will be treated similar to a jury duty leave.

In the event the subpoena involves a personal matter, the employee will be required to use available leave days. A subpoena will be considered to involve a personal matter whenever the employee or a family member or friend of the employee is a party to the legal proceeding, unless the employee's involvement in the legal matter is solely due to actions taken in connection with the employee's

work duties, the actions of the employee were not inappropriate, and the ESU is not an opposing party in the legal matter.

Legal Reference:	
Date of Adoption:	

S. Voting Leave

Employees will be allowed paid time off to vote in an election if the employee: (a) is a registered voter; (b) does not have 2 consecutive hours during which the employee is not required to be present at work in the period between the time of the opening and closing of the polls; and (c) applies for voting leave prior to or on election day.

Voting leave will not be available to most employees because elections are typically scheduled for 8 a.m. to 8 p.m. Most employees are off duty on or before 6 p.m. If not off work by 6 p.m., the employee is usually not on duty before 10 a.m.

When voting leave is available, an employee will be entitled to be absent from work on election day for such period of time as will, when considering the employee’s non-working time, total 2 consecutive hours between the time of the opening and closing of the polls. When voting leave is used, no deduction shall be made from the employee’s salary or wages on account of such absence. The employee’s supervisor may specify the hours during which the employee may be absent for voting leave.

Legal Reference:	§ 32-922
Date of Adoption:	

Section 10 Professional Employees

A. Professional Employees Defined

Professional employees include “certificated employees,” which for purposes of the Board policies, means any teacher, nurse, or other employee in a position or assignment which requires a certificate issued by the Commissioner of Education.

Professional employees for purposes of the Board policies also include employees in a position or assignment which may or may not require a special service certificate issued by the Commissioner of Education or a professional license issued by the Nebraska Health and Human Services. Designation in the Board policies of an employee as a “professional employee” shall not extend continuing contract rights to any employee who is not defined by statute as “certificated employee.”

Legal Reference:	§ 79-1234(2)
Date of Adoption:	

B. Qualifications and Assignment

All ESU staff who have professional or teaching responsibilities for students shall hold valid Nebraska teaching certificates pursuant to NDE Rule 21. Teaching assignments shall be made only to ESU teachers who hold valid Nebraska teaching certificates having appropriate endorsements, provided such endorsements are being offered by a Nebraska standard institution of higher education.

Special service certificate holders shall be limited to providing those services specified on their Nebraska Special Services Certificate.

All ESU staff who have responsibilities that require a professional license issued by the Nebraska Health and Human Services shall possess and maintain valid licensure as required by law as a condition of employment and continued employment.

Legal Reference:	NDE Rule 84, sections 5.02-.04
Date of Adoption:	

C. Supervision, Assignment and Evaluation When Serving Schools

The policies governing the supervision, assignment and evaluation of ESU employees when they are serving on the instructional or service faculty of a school are as follows:

1. Supervision. Employees assigned to serve a school remain responsible for adhering to the policies of the ESU and to the directives of their ESU supervisor. Employees must further adhere to the policies of the school applicable to their assignment and duties and to the directives of the school’s Superintendent or designated administrator of the school; provided such are consistent with ESU policies and directives and with the employee’s assignment. The employee’s supervisor is to coordinate and communicate with the employee and with the school’s administration and make such personal visits to the employee at the school as needed to ensure that the employee is adhering to such responsibilities and receiving the necessary resources and proper treatment. The employee’s supervisor is to establish a protocol to ensure that the employee is at the school at the times the employee is responsible to be at the school.

2. Assignment. In making assignments of employees to serve schools, consideration will be given to the wishes of the employee and the schools. However, the ESU reserves the right to assign and reassign in the best interests of the ESU as determined by the Administrator.

3. Evaluation. When evaluating the performance of an employee assigned to serve a school, the evaluator is to consider, and solicit as needed, information from the school administration related to the performance of the employee while performing duties at schools. Observations of performance of the employee at the school should be made as appropriate to complete the evaluation.

Legal Reference:	NDE Rule 84, section 3.05
Date of Adoption:	

D. Professional Growth

The equivalent of at least two days of professional growth shall be provided to all ESU professional staff annually. The equivalent of two days means professional growth activities over a period of hours equaling the total number of hours in two regular days of employment

Legal Reference:	NDE Rule 84, section 3.04E
Date of Adoption:	

E. Standards of Ethical and Professional Performance for Professional Employees

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

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

Preamble to Certificated Employees’ Code of Ethics

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

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

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

Principle I - Commitment as a Professional Educator:

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

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

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

Principle II - Commitment to the Student:

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

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

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

8. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.

Principle III - Commitment to the Public:

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

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

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

Principle IV - Commitment to the Profession:

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

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

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

Principle V - Commitment to Professional Employment Practices:

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

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

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

Competent Professional Performance

Educators must possess the abilities and skills necessary to accomplish the designated task. Therefore, each educator shall:

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

Each teacher and special services provider shall:

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

Each administrator shall:

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

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

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

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

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

Each teacher shall:

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

Each administrator shall:

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

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

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

Management techniques: The educator shall:

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

Competence in Specialization: Each educator shall:

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

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

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

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

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

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

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

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

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

Legal Reference:	NDE Rule 27
Date of Adoption:	

F. Private Tutoring or Services

A professional employee may not provide private tutoring or professional services in exchange for compensation from a source other than the ESU or an ESU member school without advance approval of the Administrator:

1. to a child that the employee teaches or provides professional services in the course and scope of the employee’s duties to the ESU; or
2. in an ESU facility or in an ESU member school facility; or
3. during the employee’s duty hours.

Professional employees who accept engagements to provide private tutoring or professional services are to make clear that the services are not being provided on behalf of the ESU to the extent the recipient of the services may in any way otherwise be caused to believe the services are provided through the ESU.

Legal Reference:	NDE Rule 27, sections 27.402E, 27.403F and 27.404B
Date of Adoption:	

G. Evaluations

The Board delegates to the Administrator the responsibility of developing, organizing and implementing a system-wide program for evaluating professional employees. The Administrator shall develop effective evaluation procedures and instruments. The evaluation process is to be conducted in such a manner as to be consistent with and advance the mission and goals of ESU.

This evaluation policy is intended to set forth expectations for the administration and not to give rights to employees. As such, a failure to complete observations or evaluations of the designated duration and frequency shall not give the professional employee rights with regard to continued employment. Such failures, however, are to be considered in evaluating the responsible evaluator’s performance.

1. Communication of Evaluation Process. Annual written communication of the evaluation process to those being evaluated shall be made by distributing a copy of the evaluation instrument to the professional staff at the beginning of each evaluation year.
2. Duration and frequency of observations and written evaluations. The duration and frequency of observations and written evaluations are to be as follows:
 - a. Probationary Professional Employees.
 - i. Probationary professional employee for purposes of this evaluation policy means a professional employee who has served under a contract with the ESU for less than three successive years.
 - ii. Formal observations of probationary teachers are to be based upon actual classroom observations for an entire instructional period. For probationary professional employees other than teachers, the formal observations shall consist of in-person observations comparable to that for teachers.
 - iii. Probationary employees are to be formally observed and evaluated at least once each semester.
 - iv. The responsible evaluator is expected to complete the second semester evaluations of probationary professional employees prior to April 15 of

each year.

b. Permanent Employees.

- i. Permanent professional employee for purposes of this evaluation policy means a professional employee who has served under a contract with the ESU for at least three successive years.
- ii. Formal observations and evaluations of permanent teachers are to be based upon actual classroom observations for an entire instructional period. For permanent professional employees other than teachers, the formal observations shall consist of in-person observations comparable to that for teachers.
- iii. Permanent professional employees are to be formally observed and evaluated at least once each school year. Where it is appropriate based on the permanent employee's employment with the ESU, overall experience, and prior evaluations, the responsible evaluator may establish an evaluation cycle of up to every three years, rather than an annual evaluation cycle.

c. Employees' Responsibility. Professional employees are expected to inform the responsible evaluator of instructional periods or professional activities that would be conducive to an evaluation and to make themselves readily available to be evaluated. In the event the responsible evaluator has not initiated the evaluation process nearing the time within which an evaluation is to be completed, the employee has the responsibility to notify the responsible evaluator such that the evaluation can be completed when due.

d. Informal Observations and Evaluations. Informal observations and evaluations may be conducted as the administration determines to be appropriate.

e. Additional Observations and Evaluations. The duration and frequency of observations and written evaluations is specified as a minimum expectation for the evaluators. Observations and evaluations of greater frequency or number than required may be conducted and made at the request of the employee or in the discretion of the evaluator.

3. Evaluation Criteria. Professional employees performing instructional duties shall be evaluated based upon the following evaluation criteria:

- Instructional Performance
- Classroom Organization and Management
- Personal and Professional Conduct

For professional employees in non-instructional capacities, the Administrator shall establish such other evaluation criteria as the Administrator determines appropriate given the duties of the employee; provided that personal and professional conduct be included.

In preparing summative evaluations, evaluators are to consider not only the formal

observations conducted, but also informal observations and other relevant information concerning the performance of the employee in each of the evaluation criteria. Further, evaluators are to consider the input of administrators and other professional staff of the schools served by the employee, as applicable.

4. Communication of Deficiencies. The evaluation process is to include written communication and documentation to the evaluated employee specifying deficiencies, specific means for the correction of the noted deficiency, and an adequate timeline for implementing the concrete suggestions for improvement.

As professionals, professional employees may be assigned responsibility to provide suggestions for improvement plans or job growth strategies and shall have the duty of complying with such requests. Further, in the event improvement plans or other similar performance measures are implemented, professional employees shall have the duty to comply with such plans.

Professional employees are expected to be cooperative, professional, and to exhibit a willingness to improve performance and to accept the constructive criticisms and suggestions of the evaluator.

5. Responses to Evaluations. Professional employees will be given seven calendar days from receipt of an evaluation in which to give a written response to the evaluation.
6. Plan for Training Evaluators. All evaluators shall possess a valid Nebraska Administrator’s Certificate and be trained to use the evaluation system. Training sessions in the use of the evaluation system will be provided by the Administrator or designee to all evaluators prior to their participation in evaluations. Refresher training is to be conducted as the Administrator determines to be needed.

Legal Reference:	NDE Rule 10 (as guidance only; not directly applicable to the ESU)
Date of Adoption:	

H. Grievance Procedure

The purpose of this grievance procedure is to secure, at the lowest possible level, equitable solutions to problems that may from time to time arise concerning the terms and conditions of employment that are set forth in the negotiated agreement with the recognized bargaining unit(s) within the ESU (the “Association”).

Step One (Informal to Supervisor)

- a. If the Association or an employee has a grievance, the Association representative is to first discuss the matter with the administrator at the most-direct level or, in the case of an employee-grievant, the employee’s immediate supervisor.

- b. Step One is to be taken within 20 business days of the occurrence of the circumstance or action that creates the basis for the grievance.
- c. An employee-grievant may have a local representative present.
- d. The administrator or immediate supervisor to whom the grievance is presented is to give an oral or written response within 5 business days.

Step Two (Written to Supervisor)

- a. If the Association or the employee-grievant feels that the grievance is not satisfactorily resolved at Step One, the Association or the employee-grievant is to prepare a written grievance statement and give the statement to the administrator or immediate supervisor to whom the oral grievance was submitted.
- b. Step Two is to be taken within 5 business days of the immediate supervisor's response, or the passage of the response deadline in the event of a failure to respond at Step One.
- c. The administrator or immediate supervisor is to give a written response within 5 business days.

Step Three (Written to Administrator)

- a. If the grievance is not resolved at Step Two to the satisfaction of the Association or the employee-grievant, the Association or the teacher-grievant is to give the written grievance statement to the Administrator and request a response to the grievance from the Administrator.
- b. Step Three is to be taken within 5 business days of the Step Two response, or the passage of the response deadline in the event of a failure to respond at Step Two.
- c. The Administrator may request that the Association or the employee-grievant give additional information in support of the grievance.
- d. The Administrator is to give a written response within the 5 business days of receipt of any information requested by the Administrator.

Step Four (To Board)

- a. If the grievance is not resolved at Step Three to the satisfaction of the Association or the employee-grievant, the Association or the employee-grievant is to give the Administrator or the Board President a written grievance statement and request a response from the Board.
- b. Step Four is to be taken within 5 business days of the Administrator's response, or the passage of the response deadline in the event of a failure to respond, at Step Three.
- c. The Association or the employee-grievant and the administrators may provide Board members with written information concerning the grievance dispute in advance of the meeting at which the Board or a committee of the Board will consider the grievance.
- d. The Board or a committee of the Board is to give a decision on the grievance. If the grievance is submitted to the Board at least 2 weeks prior to the next regularly scheduled Board meeting, the decision is to be given at (or if a committee is used,

on or before the date of) that Board meeting. If the grievance is submitted to the Board within 2 weeks of the next regularly scheduled Board meeting, the decision on the grievance is to be given at (or if a committee is used, on or before the date of) the next following regularly scheduled Board meeting. The Board may give its decision at a special meeting so long as the decision is given within the foregoing time frames.

- e. The decision at Step Four shall be final.

Conditions of Grievance Procedures

- a. Time limits herein are provided in business days, which excludes time periods when the business office of the ESU are closed for regular operations.
- b. Time limits may be extended by agreement of the grievant and the ESU administrator responsible at each particular grievance Step.
- c. Failure of a grievant to comply with the time limits shall constitute a waiver of right to proceed to the next step.
- d. Failure of an administrator to comply with the time limits at any level shall permit the grievant to proceed to the next step.
- e. Administrators and employees shall not retaliate against the Association or a employee-grievant for good-faith use of the grievance procedure.

Legal Reference:	
Date of Adoption:	

I. Reduction in Force

Reductions-in-force of certificated staff may occur due to decreasing enrollments in schools served, limited financial support, changes in financial support, budget restrictions, changes in programs, changes in services provided, changing needs for services by school districts, changes in full time equivalencies, or other changes in circumstances. If a change in circumstances occurs necessitating a reduction in force, the Administrator or designee shall recommend to the Board those certificated employees to be reduced, and the Board shall take action thereon, in accordance with applicable laws.

Reductions in force may include termination of an employee’s contract, amendment of an employee’s contract to reduce the employee’s full time equivalency from full-time to part-time or from part-time to a lesser part-time, amendment of an employee’s contract to eliminate positions or assignments and compensation related to such positions or assignments, and any other change that is a termination, non-renewal, or amendment of an employee’s contract under the continuing contract laws.

The criterion for determining the employee or employees to be reduced in force are as follows (not listed in order of importance):

- 1. Areas of certification and endorsement. It shall be the responsibility of all certificated employees to file with the Administrator a copy of their teaching certificate or administrative and supervisory certificate or other license, including endorsements, upon initial employment with the ESU. On or before March 15th of

each year thereafter, for so long as the employee is employed in the ESU or has rights of recall, the employee shall file with the Administrator evidence of any changes in the employee's certification, endorsements, or licensure which have occurred since March 15th of the previous year or which are pending.

2. Special qualifications that may require specific training and/or experience.
3. Existing school assignment.
4. Staffing requests from schools.
5. Location of schools and assignments.
6. Programs to be offered.
7. State and federal regulations which may mandate certain employment practices.
8. Contributions beyond the standard duties of the certificated employee's position, including contributions to activity programs of the schools.
9. Qualifications based on past performance and competence as determined by the Administrator or the evaluator of the affected employees through employee evaluation procedures. The criteria for employee evaluations (including frequency of the evaluation, evaluation forms, number and length of classroom observations, if applicable) used for purposes of this policy consists of the ESU __ Board policies and administrative rules, regulations, forms and practices related to the periodic evaluation of certificated employees in effect as of the time the evaluation was completed. Such evaluation policies, etc., are incorporated herein as though set forth in full.
10. The organizational and educational impact created by multiple part time certificated employees.
11. Any other criteria which are rationally related to the instruction and services provided by, and the administration of, the ESU.

No permanent employee may be reduced through a reduction-in-force while a probationary employee is retained to perform a service in a position that the permanent employee is qualified by certification and endorsement to perform or where certification is not applicable, by reason of college credits in the teaching area.

Due to the often intimate, confidential, and unique personal working relationship necessary between the administration and the Board, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the ESU.

If, after consideration of the above, it is the opinion of the Administrator that no significant difference exists between certificated employees being considered for reduction-in-force, then the employee with the longest uninterrupted service to the ESU shall be retained. Uninterrupted service time shall accrue the same for all certificated employees regardless of their full time equivalency. Uninterrupted service time for employees employed less than a full school year shall accrue according to the number of contract days worked. Uninterrupted service time shall not accrue for certificated employees on leave of absence for more than forty days.

A certificated employee whose contract is terminated because of reduction-in-force shall be considered to have been dismissed with honor. The employee shall, upon request, be provided a letter to that effect. The employee shall have preferred rights to re-employment for a period of

twenty-four months commencing at the end of the contract year. The employee shall be recalled on the basis of length of uninterrupted service to the ESU to any position for which the employee is qualified by endorsement or college preparation to teach. The employee shall, upon reappointment, retain any benefits which had accrued to the employee prior to the reduction, but such leave of absence shall not be considered as a year of employment by the ESU. An employee under contract to another educational institution may waive recall but such waiver shall not deprive the employee of his or her right to subsequent recall.

Any certificated employee whose employment contract is reduced as a result of reduction-in-force shall, during the period of recall, report current address information to the Administrator and inform the Administrator of any changes of address thereafter. If a vacancy occurs for which the employee has rights of recall, the offer of such employment may be sent by the Administrator to the employee's last reported address. If no acceptance of such offer is received from the employee within fourteen days of mailing and the Administrator has no personal knowledge of the whereabouts of the employee (other than said last known address), the employee shall be deemed to have waived rights to recall to that employment position.

Legal Reference:	§§ 79-846 to 79-848 §§ 79-1234 to 79-1239
Date of Adoption:	

J. Request for Release

Certificated employees are encouraged to notify their immediate supervisor of their plans to resign as soon as practicable. The Board of Education will generally accept all tendered resignations, effective at the end of the current school year, submitted prior to March 15th.

The Board delegates to the Administrator the authority to formally ask certificated employees in writing whether they intend to accept employment with the ESU for the following school year. The Administrator shall give employees a deadline to respond to such requests, so long as the deadline occurs after March 14th. Any employee who fails to respond or declines to accept employment for the following school year may be terminated from employment if they refuse to resign.

The Administrator is further authorized to file a complaint with the Professional Practices Commission for any teacher who abrogates their contract with the ESU.

Notwithstanding anything to the contrary herein, the Board is not obligated to accept or reject any tendered resignation if the employee is involved in a disciplinary matter or for any other reason that the Board deems to be in the best interest of the ESU.

Section 11 Classified Employees

A. Classified and Non-Certificated Employees Defined

Classified employee, for purposes of the Board policies, means any employee or assignment which is not within the definition of “professional employee” as set forth in the Board policies.

“Non-certificated employee,” for purposes of the Board policies, means any employee who is not a teacher, nurse, or otherwise in a position or assignment which requires a certificate issued by the Commissioner of Education.

Legal Reference:	§ 79-1234(2)
Date of Adoption:	

B. “At Will” Status

All employees and assignments that do not require a certificate issued by the Commissioner of Education shall be on an “at will” basis. Non-certificated employees shall have no property right in continued employment and need not be given a hearing or any other procedural or substantive due process prior to termination of employment.

Nothing in board policy, administrative regulations or practices, employee handbooks, or in any evaluation instrument or in the evaluation process for non-certificated employees shall be or is intended to create or be a contract or part of a contract with a non-certificated employee which shall in any way be construed to be contrary to the “at will” employment of non-certificated employees. No administrator or other employee of the ESU has any authority to enter into any agreement of employment with a non-certificated employee for any specific period of time or to make any agreement contrary to an at-will employment relationship without specific Board approval.

Legal Reference:	
Date of Adoption:	

C. Hiring, Assignment and Dismissal

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

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

Legal Reference:	
Date of Adoption:	

D. Standards of Ethical and Professional Performance for Classified Staff. In fulfillment of a classified employee’s minimum responsibilities, each classified employee:

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

Legal Reference:	NDE Rule 27 (as a guide)
Date of Adoption:	

E. Evaluations

The Board delegates to the Administrator the responsibility to develop, organize and implement a program to evaluate classified employees. The evaluation process is to be conducted in such a manner as to be consistent with and to advance the mission and goals of ESU.

A failure to properly complete evaluations shall not give a classified employee rights with regard to continued employment. Such failure, however, is to be considered in evaluating the responsible evaluator's performance.

Legal Reference:	
Date of Adoption:	

SERVICES and OPERATIONS

Section 1 Services

A. ESU Services

The ESU shall provide educational services as identified and requested by member school districts through a collaborative process, as developed by the ESU.

Legal Reference:	NDE Rule 84, section 1.05D
Date of Adoption:	

B. Core Services to Member School Districts

Core services shall be provided to all member school districts. Core services shall be defined by the ESU as follows:

Core services shall be within the following service areas in order of priority: (i) Staff development which shall include access to staff development related to improving the achievement of students in poverty and students with diverse backgrounds; (ii) technology, including distance education services; and (iii) instructional materials services.

Core services shall improve teaching and student learning by focusing on enhancing school improvement efforts, meeting statewide requirements, and achieving statewide goals in the state's system of elementary and secondary education. Core services shall provide schools with access to services that: the ESU and its member school districts have identified as necessary services; are difficult, if not impossible, for most individual school districts to effectively and efficiently provide with their own personnel and financial resources; can be efficiently provided by the ESU to its member school districts; and can be adequately funded to ensure that the service is provided equitably to the public school districts.

Core services shall be designed so that the effectiveness and efficiency of the service can be evaluated on a statewide basis. Core services shall be provided by the ESU in a manner that minimizes the costs of administration or service delivery to member school districts.

Legal Reference:	§§ 79-1204 NDE Rule 84, section 3.02 and section 8
Date of Adoption:	

C. Use of Core Service Funds and Property Tax Funds

Funds generated by the ESU property tax shall only be used for purposes approved by representatives of two-thirds of the member school districts, representing a majority of the students in the member school districts. The valuation of individual school districts shall not be the only consideration in determining the utilization of such funds.

The Administrator is responsible for and is delegated the authority to develop the process and procedures to obtain the required approvals, to include the following:

1. The Administrator or designees shall prepare and transmit a written proposal of core services offerings and use of the property tax levy to all member school districts each fiscal year.
2. The member school districts through their designated representatives shall indicate their approval or disapproval of the proposal within thirty calendar days after receipt of the proposal. Failure to so indicate within such time period shall be deemed approval of the proposal.
3. In the event a proposal fails to receive approval, the Administrator will consult with the designated representatives and/or the Boards of the member school districts. After such consultation, written proposals may be amended and resubmitted.

Legal Reference:	§79-1242 NDE Rule 84, section 1.05D
Date of Adoption:	

D. Services: Requests, Cost, and Payment

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

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

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

Services to Non-Member School Districts. ESU __ establishes the following process by which services are provided to and paid for by nonmember school districts: [**Insert nonmember district process.**]

Legal Reference:	§79-1222, 79-1224, 79-1225 and 79-1242 NDE Rule 84, sections 3.05B
Date of Adoption:	

E. Use of Funds from Other Sources

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

or federal agency. The Board may utilize such personnel or services that may lawfully be offered by any state or federal agency or governmental unit.

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

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

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

Legal Reference:	§ 79-1224; ESSA
Date of Adoption:	

Section 2 Budget

A. Fiscal Year

The fiscal year for ESU __ will be from September 1 through August 31.

Legal Reference:	§ 13-503
Date of Adoption:	

B. Budget Preparation

1. Budget Statement. The Administrator shall annually prepare, in consultation with appropriate Board officers and committees, a proposed budget statement on forms prescribed and furnished by the auditor and present it to the Board. The proposed budget statement shall be made available to the public prior to publication of the notice of the public hearing on the proposed budget statement.
2. Budget Contents. The budget for the operation and maintenance of the ESU for the ensuing year shall itemize the contemplated expenditures and the expected revenue from taxation received by the ESU from available federal, state, and county sources, from contractual revenue from school districts, and from all other agencies and sources. Upon approval by the governing body, the budget shall be filed with the auditor.
3. Public Hearing. The Board shall each year conduct a public hearing on its proposed budget statement in accordance with law. A summary of the prepared yearly budget of the ESU shall be published one time in a legal newspaper published in or of general circulation in each county in the ESU at least five days before the meeting at which the budget is considered for adoption by the Board. Such publication shall also specify the date, time, and place of the public hearing at which the budget will be considered and any tax levy made.
4. Filing Budget. Upon approval by the Board, the budget shall be filed with the auditor.

Legal Reference:	§ 13-503; § 13-506; § 79-1226; § 79-1227
Date of Adoption:	

Section 3 Reports, Evaluations and Audits

A. Report of Yearly Activities

The Board shall cause to be published by November 1 of each year a brief report of the yearly activities of the Board. The report shall include the amount of revenue received and expenditures itemized by categories. This publication shall be for one time in a newspaper of general circulation distributed in each county in the ESU. A copy of the report shall be distributed to each member school district by November 1 of each year.

Legal Reference:	§ 79-1228
Date of Adoption:	

B. Annual Program Report

An annual written program report on the various programs of service to schools for the past year shall be provided by the Administrator to the ESU Board, to member school districts and to the Nebraska Department of Education by November 1 of each year.

Legal Reference:	§ 79-1228, NDE Rule 84.003.04A
Date of Adoption:	

C. Improvement and Evaluation

The ESU 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.

This continuous improvement process will include an on-site visitation by an external team to review the process. The external team shall be made up of a minimum of five (5) persons, not employed by the ESU or in schools served by the ESU. The chair of the external team shall be assigned by the Commissioner or his or her designee with remaining membership of the team agreed upon by the Administrator and the Commissioner or his or her designee. A copy of the external team's written report, including recommendations, shall be provided to the Department. The external team visits shall be conducted at least once each five years.

Legal Reference:	NDE Rule 84.006
Date of Adoption:	

D. Submission for Accreditation

The Administrator shall ensure that an application for accreditation is completed and submitted on or before November 1 of each year to NDE and that such other action is taken as necessary to maintain accredited status.

Legal Reference:	NDE Rule 84.004
Date of Adoption:	

E. Annual Financial Report

On or before January 31, of each year, the Administrator shall submit to the Commissioner of Education an annual financial report showing: (a) the amount of money received from all sources during the year and the amount of money expended by the ESU during the year, (b) information as necessary to fulfill the requirements to determine the distance education and telecommunications allowance for the ESU (the costs for telecommunications services, for access to data transmission networks that transmit data to and from the ESU, and for the transmission of data on such networks paid by the ESU; the receipts from the federal Universal Service Fund; and any receipts from school districts or other educational entities for payment of such costs), and (c) such other information as the Commissioner directs.

Legal Reference:	§ 79-1229 (1)
Date of Adoption:	

F. Audits

A complete and comprehensive audit shall be made of the books, accounts, records, and affairs of the ESU. The audits shall be conducted annually, unless the Auditor of Public Accounts determines an audit of less frequency to be appropriate.

The ESU Board may contract with the Auditor of Public Accounts or select a licensed public accountant or certified public accountant or firm of such accountants to conduct the audit. The auditor shall meet the minimum competency standards established by the Auditor of Public Accounts. The audit shall be completed in accordance with law and the standards established by the Auditor of Public Accounts.

The original copy of the audit shall be filed in the office of the Auditor of Public Accounts.

Legal Reference:	§ 79-1229 NDE Rule 84, section 7 § 84-304.01 to .03
Date of Adoption:	

Section 4 Funds Management

A. System of Accounting

Uniform accounting methods shall be used for all ESU funds so as to conform to best business practice and existing guides from the Nebraska Department of Education. Monthly financial statements of the general fund accounts will be made available at each regular board meeting.

The Administrator shall be responsible for the proper use of the budget. The Administrator shall establish and operate budget controls for all departments and shall ensure administration of the budget such that funds are expended for the purposes appropriated and in conformity with legal requirements as well as the policies and actions of the Board.

Legal Reference:	
Date of Adoption:	

B. Borrowing

The ESU may borrow money in amounts not to exceed the limits established by law and may execute and deliver in evidence thereof its promissory notes which it is hereby authorized and empowered to make and negotiate, bearing a rate of interest set by the ESU Board and maturing not more than two fiscal years from the date thereof. Such notes, before they are negotiated, shall be presented to the ESU Treasurer and registered with the ESU's records by the Treasurer. Such notes shall be payable out of the funds collected by the ESU in the order of their registry after the payment of prior registered warrants but prior to the payment of any warrant subsequently registered, except that if both warrants and notes are registered, the total of such registered notes and warrants shall not exceed one hundred percent of the unexpended balance of the total anticipated receipts of the general fund of the ESU for the current fiscal year and the following fiscal year. For the purpose of making such calculation, such total anticipated receipts shall not include any anticipated receipts against which the ESU has borrowed and issued notes pursuant to this section in either the current or the immediately preceding fiscal year.

In addition, the ESU may accept interest-free or low-interest loans from the state or federal government and may execute and deliver in evidence thereof its promissory notes maturing not more than twenty years from the date of execution.

Further, the ESU may enter into loan agreements for the purpose of borrowing money from financial institutions, including banks, in amounts not to exceed the limits established by law. As evidence of such borrowing, the ESU may execute and deliver one or more written loan agreements but shall not be required to execute and deliver separate promissory notes for each borrowing under such agreements. Money borrowed pursuant to such agreements shall bear interest at such rate or rates and shall become due and be repaid as provided in such agreements. Any such agreement shall provide for repayment in full at least once each fiscal year and shall be for a term not exceeding one fiscal year. Any such agreement shall be registered upon books kept by the ESU Treasurer, and money borrowed pursuant to such agreement shall be paid out of funds collected upon the current existing levy prior to the payment of any warrant or note registered subsequent to any such loan agreement. If the ESU has any such loan agreement or agreements outstanding

and has warrants or notes registered, the total amount shall not exceed the limits established by law.

All such borrowings shall require approval of the ESU Board.

Legal Reference:	§ 79-1244
Date of Adoption:	

C. Depositories of Funds

The Board may from time to time designate the depository banks or other institutions or investments in which the Treasurer and officials of the ESU are authorized to deposit or invest funds of the ESU. The Treasurer and the Administrator or designee may use non-designated banks or institutions for deposit or investment when it is determined that such is required by financial exigencies or the sound protection of ESU funds; provided a report of such is made at the next following regular meeting of the Board.

The Treasurer and the Administrator or designee shall be responsible for ensuring that deposits in excess of the limits of the Federal Deposit Insurance Guaranty are secured by securities, bonds, or other means as required by law.

Legal Reference:	
Date of Adoption:	

D. Coffee Act Policy (Reimbursable Expenses)

1. Workshops. Board members, employees and volunteers of the ESU are expected to maintain effectiveness by being well informed on educational and related issues and are encouraged to diligently perform their required duties, attend educational workshops, conferences, training programs, official functions, hearings or meetings which are necessary to perform required duties, sponsored by the ESU or State and national educational organizations or which are otherwise in the best interests of the ESU.
 - a. Approval to Attend. Board members are hereby given prior approval by the ESU Board to attend such functions within the State which are sponsored by this ESU, the Nebraska Association of School Boards, the Nebraska Council of School Administrators, the Nebraska Rural Community Schools Association, and similar organizations, without additional or further approval by the Board unless otherwise so determined. Upon approval by the Board or, in the case of in-state functions, by the Administrator or the Administrator's designee, Board members are further authorized to attend other similar functions.

Employees and volunteers are authorized to attend such functions upon prior approval by the Administrator or the Administrator's designee.

- b. Reimbursement of Expenses. The ESU will pay the registration costs, tuition costs, fees or charges for attendance by Board members at such approved functions. The ESU will pay mileage at the rate allowed by law (that is, the rate established by the Department of Administrative Services) or actual travel expense if travel is authorized by commercial or charter means. The ESU will pay meals and lodging at a rate not exceeding the applicable federal rate unless a fully itemized claim is submitted substantiating the costs actually incurred in excess of such rate and such additional expenses are expressly approved by the Board.

For employees and volunteers, the ESU will pay costs and make reimbursements in the same manner as provided above for Board member attendance, unless otherwise established by policy, Board action, contract, or negotiated agreement.

2. Recognition. The Board hereby authorizes the President, Administrator or the Administrator's designee to determine when and to whom plaques, certificates of achievement, flowers or other items of value should be granted to recognize service by Board members, employees and volunteers. The maximum value of any such item to be awarded shall not exceed \$150.00. The Board may alter such maximum, but not more than once in any twelve-month period.
3. Meeting Refreshments. Non-alcoholic beverages may be provided to individuals attending public meetings. Meals may be provided to Board members, employees and volunteers attending joint meetings with other governing bodies. When the President or Administrator determines it to be in the best interests of the ESU and not in the form of a perquisite, because of timing or duration of a meeting or ESU activity, or other factors, the Board authorizes other nutritional refreshments to be provided to persons attending public meetings or in other appropriate or necessary situations.
4. Participants in Board Approved Activities. Non-alcoholic beverages and meals may be provided for individuals while performing or immediately after performing relief, assistance or support activities in emergency situations (including, but not limited to, tornado, severe storm, fire, or accident) and to volunteers during or immediately following their participation in any activity approved by the Board (including, but not limited to, mowing, picking up litter, removing graffiti, or snow removal).
5. Annual Recognition Dinner. One recognition dinner each fiscal year may be held for Board members, employees or volunteers. Such annual dinner may be held separately for Board members, employees of each department and volunteers, or in any combination. The maximum cost per person for such recognition dinner is hereby established at \$50.00.
6. Spouses. This policy does not authorize the expenditure of public funds to pay for any expenses incurred by a spouse of a Board member, employee, or volunteer

unless the spouse is also a Board member, employee or volunteer or unless the expenditure is otherwise permitted by law.

7. General. Payment or reimbursement for expenses incurred by Board members, employees or volunteers may be allowed to the extent otherwise specifically permitted by law. The authority necessary to carry out the provisions of this policy should be and is hereby delegated from the Board to the designated officials as indicated herein.

Legal Reference:	§§13-2201 to 13-2204 § 81-1176 (mileage rate)
Date of Adoption:	

E. Gifts

1. Gifts to the ESU. The Board welcomes monetary and material contributions or other types of citizen contributions to the ESU. Material contributions may be rejected where not suitable to efficient use by the ESU. All donations become the property of the ESU and will be used in the interests of the ESU.
2. Gifts to Employees. Students and patrons shall not to be encouraged or coerced to give personal gifts to ESU employees in their position as employees. In the event an employee receives such a gift with a monetary value in excess of \$50, the employee is to inform the Administrator, who is then authorized to require that the employee disburse the gift to the ESU or equitably among other ESU staff serving the person making the gift.
3. Gifts by ESU Employees. ESU employees are not to give gifts to students who they serve in their employment. Exceptions are allowed for a homebound or seriously ill child, and in other cases where administrative approval is given.

Legal Reference:	
Date of Adoption:	

F. Internal Controls

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

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

- (a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the ESU manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The ESU will endeavor to develop and maintain these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of

Sponsoring Organizations of the Treadway Commission (COSO);

(b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;

(c) Evaluate and monitor the ESU 's compliance with statutes, regulations and the terms and conditions of federal award;

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the ESU considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

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

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two years;
- 3) Implement a Control System procedure;
- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

Procurement: The ESU will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for simplified acquisition thresholds~~small-purchases~~ (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids;
- 4) A procedure for competitive proposals; and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the ESU will retain such records for the length of time as required by law.
Legal Reference: 2 C.F.R. § 200.333.

Suspension and Debarment: The ESU will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the ESU will verify that a vendor has not been debarred, suspended or otherwise excluded, and the ESU will maintain a copy of said verification.

Legal Reference: 2 C.F.R. § 200.213.

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

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;
- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Identifying adequately the source and application of funds for federally-funded activities;
- 4) Ensuring effective controls over and accountability for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The ESU will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the ESU's cost sharing or matching, when such contributions meet all of the following criteria:

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

Legal Reference: 2 C.F.R. § 200.306.

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

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

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

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

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

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Federal Funds for Construction Projects: For all federal awards, the ESU will comply with all applicable legal requirements, including the Davis-Bacon Act.

Legal Reference: 34 C.F.R. § 75.600, et seq.

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

- A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.
- B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the federal awarding agency or pass-through entity.
- C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.
- D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.
- E. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.
- F. If the ESU is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.
- G. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

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

Legal Reference: 2 C.F.R. § 200.334.

Conflict of Interest: Notwithstanding any other Board Policies or Procedures, the ESU shall ensure

that it avoids any conflicts of interest regarding any federal awards. The ESU will disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.

Legal Reference: 2 C.F.R. § 200.112.

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

Legal Reference: 2 C.F.R. §§ 200, et seq.

G. Procurement Plan – School Food Authorities

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. This statement is meant to provide guidance to our personnel and vendors on acceptable and/or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the State Agency.

Procurement Policy

The purchasing procedure to be followed shall be determined by the anticipated total annual expenditure on items related to the food service program:

- When the annual total for food service program related items is less than \$250,000 (small purchase threshold) per procurement event or in aggregate purchases this organization will follow the informal Small Purchase Procedures.
- When the annual total for food service program related items is greater than \$250,000 (small purchase threshold) per year per procurement event or in aggregate purchases this organization will follow the Formal Competitive Solicitation Procedures.

Micro-Purchase Procedures

Micro-Purchases may be used for single purchases under \$10,000 made with a vendor [2 CFR 200.320(a)].

Prices will be reviewed for reasonableness [2 CFR 200.320(a)].

Purchases will be spread equitably among all qualified sources [2 CFR 200.320(a)].

Small Purchase Procedures

For purchases made below the small purchase threshold, Small Purchase Procedures will be utilized to purchase necessary goods and services. When Small Purchase Procedures are used, this organization will take the following steps:

1. Contact a reasonable number of qualified vendors.
2. Write specifications for goods and services.

3. Document each vendor's quoted price. (ex. log sheet)
3. Select the company that provides the lowest, most responsive, and responsible bid.
4. Document supplier who was awarded the quote.
5. Manage orders by confirming product and prices match quotes.

Formal Competitive Solicitation Procedures

For purchases made in excess of the small purchase threshold, a Formal Competitive Solicitation will be conducted. When Formal Competitive Solicitation Procedures are used, this organization will take the following steps:

1. Prepare an Invitation for Bid (“IFB”) or Request for Proposal (“RFP”) document specifically addressing the items to be procured
 - a. Include detailed specifications
 - b. Ensure price will be most heavily weighted
2. Publicly announce and advertise the bid/proposal at least 21 calendar days prior to bid opening
 - a. Announcements will include the date, time and location in which bids will be opened
3. Determine the most responsive and responsible bid/proposal by using the selection criteria set forth in the bid/proposal document
 - a. Responsible bidders will be those whose bid/proposal conform to all of the terms, conditions and requirements of the IFB/RFP
 - b. Responsible bidders will be those who are capable of performing successfully under the terms and conditions of the contract.
4. Award the contract
 - a. To the most responsive and responsible bidder based on the criteria set forth in the IFB/RFP
 - b. At least two weeks before program operations begin
 - c. If a protest is received, it must be handled in accordance with 7 CFR 210.21
5. Retain all records pertaining to the formal competitive bid process for a period of five years plus the current year

(Note: If the small purchase threshold established in the sponsor’s procurement policy statement is less than \$250,000, the smaller bid threshold will govern.)

Procurement Summary

This organization incorporates the following elements into the Procurement Policy Statement, as required by 2 CFR 200 and 7 CFR parts 210, 3016 and 3019.

- A. Competition: We shall demonstrate our goods and services are procured in an openly competitive manner. Competition will not be unreasonably restricted. [7 CFR 210.21(c)(1)] [2 CFR Part 200.319(a)(1-7)]
- B. Comparability: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles. [2 CFR 200.319(a)(6)]

- C. Documentation: We shall maintain for the current year and the preceding three years all significant materials that will serve to document our policies and procedures. [2 CFR 200.318(i)]
- D. Code of Conduct: This program shall be governed by the attached Code of Conduct and it shall apply to all personnel, employees, directors, agents, officers, volunteers or any person(s) acting in any capacity concerning the food service procurement program. [2 CFR 200.318(c)(1)]
- E. Contract Administration: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file. [2 CFR Part 200.318(b)]
- F. General Requirements:
1. Small, minority and women's businesses enterprises and labor surplus firms are used when possible. [2 CFR 200.321]
 2. Ensure compliance with the Buy American Provision when purchasing food 7 CRF 210.21(d).
 3. A cost or price analysis in connection with every procurement action in excess of the Small Purchase Threshold including contract modifications. [2 CFR 200.323(a)]
 4. Documented Procurement Procedures and activities will be maintained. [2 CFR 200.318(a)]
- G. Duties of Food Service Supervisor:
1. Plan the goods or services needed for the school food service program for the school year based on planned menus through needs assessment, forecasting and budgeting.
 2. Develop written specifications for food/supplies needed. Include details such as descriptions and product requirements (e.g. packaging, weight, pack size, etc.) for needed goods or services.
 3. Compare product specifications among all vendors/contractors. Information for prices obtained from grocery stores, farmer's markets, etc.
 4. Make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service, and price.
 5. Place and confirm orders with vendors or make plans to purchase the required items.
 6. To make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service and price.
 7. To work with vendors on a fair and equal basis.
 8. To conduct an in-house procurement review once per year.
- H. Procurement Plan – Code of Conduct

The ESU seeks to conduct all procurement procedures in compliance with federal and state regulations and without any conflicts of interest with employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent of the ESU may participate in the selection, award, or

administration of a contract supported by federal, state, or local funds if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No employee, officer, or agent of the ESU may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Employees, officers or agents of the ESU that violate these standards shall be subject to appropriate disciplinary actions.

Section 5 Purchasing

A. Authority

In order to carry out the statutory mission of the ESU, the ESU is authorized to:

1. Purchase, lease, or lease-purchase real estate, equipment, supplies, services, and personal property for its own use.
2. Either individually, or collectively with other educational service units, purchase, lease, lease-purchase, or act as purchase agent for administrative and instructional supplies, instructional equipment, instructional services, and personal property for resale only to educational entities.
3. Acquire office space by purchase out of funds appropriated to the ESU for educational purposes or rent or lease such space as may be necessary.
4. Acquire the personal property necessary for the performance of its duties.

When the ESU advertises for bids for administrative or instructional supplies, instructional equipment, instructional services, and personal property, acceptance of any bid submitted to the ESU obligates the ESU to award the contract in accordance with the plans and specifications and in the quantities set forth in the bid documents.

Legal Reference:	§§ 79-1220 and 79-1223
Date of Adoption:	

B. General Guidelines

The procurement of goods and services for the ESU shall be secured in an efficient and economical manner. All legal requirements are to be followed and each purchase shall be within the mission, objectives and financial resources of the ESU. Competition between suppliers is considered to be desirable for the purpose of securing maximum value at a minimum cost.

Contracts for purchases, services, leases or rental and other agreements to encumber funds shall be made only with the approval of the Board or, where authorized, by the Administrator or designee. Notwithstanding anything to the contrary, no employee may enter into any agreement or understanding on behalf of the ESU that may financially benefit the employee, member of the

employee's immediate family, or a business with which the employee is associated, unless the Board approves such contract or arrangement in advance.

Legal Reference:	
Date of Adoption:	

C. Involvement of Staff

Employees directly responsible for the use of particular supplies, materials, equipment or services shall on request provide the Administrator or designee input with regard to needs and specifications, through a requisition process or as otherwise established by the Administrator. Such input shall be considered in making purchasing decisions. Teachers are not, however, to receive sales calls during the instructional day without authorization from the Administrator or designee.

Any employee who orders any supplies or equipment outside of that which has been included in the annual budget or without written authorization of the Administrator or designee shall be personally liable for payment of the order.

Legal Reference:	
Date of Adoption:	

D. Construction Projects

The ESU shall bid every project for the construction, remodeling, or repair of any building or for site improvements when the contemplated expenditures for the project is in excess of \$109,000.00, or such sum as adjusted pursuant to §73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders. The Administrator or designee shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
2. Regular Manner of Advertisement for Bids. The notice to bidders shall be published one time in a newspaper of general circulation in the ESU. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board or Administrator may, in their sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening. When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.

4. Contract Award. The contract shall be awarded to the lowest responsible bidder as and to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria set forth in Board Policy for purchases of equipment, materials and supplies.

5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of \$10,000 or less unless the Board or Administrator includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the ESU.

6. Retention of an Architect or Engineer. The ESU shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed One Hundred and Eighteen Thousand Dollars (\$118,000), as adjusted from time to time by § 81-3445 or other applicable law.

7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the Board or Administration waives such requirement. The Board or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference:	§ 52-118 (construction performance and payment bonds) § 73-101 to § 73-106 (bidding construction projects) § 81-3445 (architect or engineer)
Date of Adoption:	

E. Equipment, Materials and Supplies

1. Purchases up to \$10,000 Open Market. The Administrator or designee shall be authorized to purchase any item specifically budgeted up to \$10,000 in the open market. Official action by the Board shall be requested by the Administrator where it is required by law or in those instances where it appears to be in the best interests

of the ESU. The purchase of items in excess of \$10,000 shall require Board approval.

Open market orders and contracts for the purchase of equipment, materials and supplies shall be awarded based on the following criteria:

- a. Quality of product.
- b. Suitability of product.
- c. Equality of price (or fairness of price).
- d. Conformance to specifications.
- e. Convenience of delivery.
- f. General reputation of business firms.
- g. Services to be provided to the ESU by supplier.
- h. Established relationship between supplier and the ESU.
- i. Ability to provide the goods or services under question.
- j. Ability to provide replacement parts for the goods to be purchased.
- k. Warranties offered on products.
- l. Adherence to State Law and Federal Regulations.
- m. Any other stipulations set forth in Board policy or by Board action with regard to purchasing decisions.

Local purchases will be preferred whenever the foregoing factors are considered to be substantially the same.

2. Purchases from \$10,000 up to \$40,000—Solicit Proposals. The Administrator or designee shall request the submission of bids, quotes or proposals for purchases, which have a cost from \$10,000 up to \$40,000. The Administrator or designee shall receive and evaluate all proposals and make a recommendation to the Board for acceptance. The Board reserves the right to reject any and all proposals, to waive any informality in any proposal, and to accept the proposal that it deems best serves the interests of the ESU; which may or may not be the lowest cost proposal.
3. Purchases of \$40,000 and above—Sealed Bids. The Administrator or designee shall advertise for sealed bids for purchases which have a cost of greater than \$40,000.
 - i. Bid instructions and specifications. The Administrator or designee shall prepare bid instructions that are clear and complete and conducive to competitive bidding. The bid instructions shall set forth all considerations necessary to bid and be consistent with any guidelines established by the Board.
 - ii. Advertisement. The notice to bidders shall be published appropriately in a manner that will allow for competition. Vendors and suppliers shall be invited to have their names placed on mailing lists to receive invitations to bid. When specifications are prepared, they will be mailed or made available to all vendors or suppliers who have indicated an interest in bidding.

- iii. Sealed bids. Bids must be submitted in sealed envelopes, addressed to the Board, and plainly marked with the name of the bid and the time of the bid opening.
- iv. Withdrawal of Bids and Late Bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.
- v. Bid Opening. Bids shall be opened at the time specified and all bidders and other persons shall be invited to be present. After the bids have been opened and tabulated, they shall be available for those interested to copy or study. They shall not, however, be removed from the ESU's offices.
- vi. Right to Reject. The Board reserves the right to reject any or all bids and to accept the bid which appears to be in the best interest of the ESU. Each bid notice should carry the notification that the ESU reserves the right to accept or reject any or all bids.
- vii. Right to Waive Bid Formalities. The Board reserves the right to waive any informality in, or reject any or all bids, or any part of any bid, as consistent with law.

Legal Reference:	
Date of Adoption:	

F. Book Contracts

Contracts for the purchase of textbook units shall require the publisher or manufacturer to provide to the ESU, at no cost, (a) computer files or other electronic versions of each textbook title purchased and (b) the right to transcribe, reproduce, modify, and distribute each textbook title purchased in Braille, large print if the publisher or manufacturer does not offer a large-print edition, or other specialized accessible media exclusively for use by students in the same school district or educational service unit who are blind or visually impaired.

Such contracts shall also provide that: (a) within 30 days after receiving a request, the publisher or manufacturer shall provide computer files or other electronic versions of each textbook title purchased to the ESU; (b) the computer files or other electronic version shall maintain the structural integrity of the standard instructional materials, be compatible with commonly used Braille translation and speech synthesis software, and include corrections and revisions as may be necessary; (c) if the technology is not available to convert a math, science, or other nonliterary textbook into the format prescribed, the publisher or manufacturer shall not be required to provide computer files or other electronic versions of the textbook; and (d) upon the willful failure of the publisher or manufacturer to comply with the requirements of the contract, the publisher or manufacturer shall reimburse the ESU for the cost of creating such computer files or electronic versions.

Legal Reference:	§ 79-734.01
Date of Adoption:	

G. Services

Contractual services which by their nature are not adapted to award by competitive bidding, such as contracts for the services of individuals possessing a high degree of professional skill, where the ability or fitness of the individual plays an important part, are not subject to the competitive bidding process.

Every contract for services to be provided to the ESU shall require that the contractor use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Such requirement shall be deemed to be included and a part of the terms of every contract for services with the School District, including but not limited to oral contracts.

Contractual services which are determined to be suitable for competitive bidding, quotations, or proposals, will be awarded using the same procedures and criteria as established for the purchase of equipment, materials and supplies.

Legal Reference:	Neb. Rev. Stat. § 4-114
Date of Adoption:	

H. Lease-Purchase

The Administrator or designee may enter into lease-purchase agreements on behalf of the ESU when the total commitment is below \$20,000. Lease-purchase agreements in excess of such amount require Board approval.

Legal Reference:	
Date of Adoption:	

I. Rebates to Employees or Board Members

No employee or Board member shall receive a rebate, commission, expense-paid trip, or anything of value from individuals or companies from which the ESU makes purchases without administrative approval. In cases that directly involve the Administrator, the Board shall be notified for approval.

Legal Reference:	
Date of Adoption:	

J. Credit Card Purchasing Program

1. The Board authorizes the Administrator or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the ESU.
2. The Board of Education delegates to the Administrator or designee: (a) the determination of the type of purchasing card or cards to be utilized in the ESU's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the ESU's purchasing

card program. The Administrator shall submit the approved names to the Board, from time to time.

3. The ESU’s purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the ESU. No officer or employee of the ESU shall use a purchasing card for any unauthorized use.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder’s purchase, the Administrator or designee shall temporarily or permanently suspend said cardholder’s purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Administrator or designee shall immediately close such individual’s purchasing card account and said employee shall immediately return the purchasing card.

Legal Reference:	Neb. Rev. Stat. § 13-610
Date of Adoption:	

K. Technology Contracts

For any company that submits a bid or proposal for any technology-related product or service, and before entering into any contract with any company for any technology-related product or service, the company must certify that: (1) the company is not a “scrutinized company” (as defined by law); (2) the company will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and (3) any products or services to be provided do not originate with a scrutinized company. The ESU will not knowingly enter into any contract with any scrutinized company.

Legal Reference:	LB 1300 (2024)
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Section 6 Conflicts of Interest

A. Use of Public Resources by Board Members and Employees

Restrictions on Use

No Board member or employee of ESU ___ shall use or authorize the use of his or her public office or any confidential information received through the holding of the public office to obtain financial gain, other than compensation provided by law, for himself or herself, a member of his or her immediate family, or a business with which the individual is associated.

No Board member or employee shall use or authorize the use of ESU personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than

compensation provided by law, for personal financial gain.

No Board member or employee shall use or authorize the use of ESU resources for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. For purposes of this restriction, “ESU resources” means personnel, property, resources, or funds under the official care and control of the Board member or employee.

Authorized Uses

The uses described below are not authorized by employees, and violate this policy, where an employee’s use: (1) interferes with the conduct of ESU business; (2) interferes with the performance of the employee’s duties and responsibilities; (3) is contrary to another Board policy or a rule or directive set forth in an employee handbook or other employee communication device; (4) is contrary to a supervisor’s directive; or (5) the use is for the employee’s personal financial gain or potential for personal financial gain.

Incidental or De Minimis Use: Use of ESU resources by a Board member or employee which is incidental or de minimis does not constitute a violation of this policy. For purposes of illustration, the following instances may be examples of incidental or de minimis use, subject to the context in which the resources are used:

- Limited communications with family members or other non-school employees for personal purposes, such as e-mails or text messages with a spouse using district hardware, software, internet, accounts, or other public resources so long as this communication does not distract from or interfere with employees performing their official duties, as determined by the employee’s supervisor;
- Traveling to or from the employee’s home when the primary purpose serves the interests of the district. If an employee is unsure whether the primary purpose serves the interests of the district, the employee should obtain the approval of his or her supervisor, who is authorized to make that determination under this policy;
- Making a limited number of copies of personal documents when the employee cannot make alternative arrangements;
- Using personal social media accounts or accessing appropriate websites which are consistent with the ESU’s digital citizenship curriculum while off duty;
- Using district-owned computer programs, such as Word, Excel, Adobe, and others for personal purposes while off duty;
- Other uses by employees authorized by the Administrator or designee. The Board intends to allow the Administrator to authorize such uses on a case-by-case basis that the Administrator deems appropriate; and

In all circumstances, it is the employee’s responsibility to seek clarification of this policy before using ESU resources. In the event that an employee is unsure about a particular situation, the employee must secure approval from the ESU Administrator before using the resource at issue.

Personal Use as Part of Compensation: Use of ESU resources for personal purposes is authorized by this policy if:

1. the use of the resource for personal purposes is part of the employee's compensation provided in an employment contract or is consistent with this policy; and
2. the personal use of the resource as compensation is reported in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid by the affected employee.

Employees who engage in such personal use shall, upon request of the Board or the administration, provide evidence to establish that the compensation has been reported and taxes paid as required by the Tax Code.

ESU Vehicles: Use of an ESU vehicle by a Board member or employee to travel to a designated location or the home of the Board member or employee is permissible when the primary purpose of the travel serves a Unit purpose. Such use is authorized by this policy. No travel other than directly to the ESU-related trip destination shall occur, however, when students are in the vehicle or if the vehicle is a school bus.

Communication Devices: A Board member or employee may use a telecommunication system, a cellular telephone, an electronic handheld device, or a computer under the control of the ESU for email, text messaging, a local call, or a long-distance call, to a child at home, a teacher, a doctor, a day care center, a baby-sitter, a family member, or any other person to inform any such person of an unexpected schedule change or for other essential personal business. Any such communication shall be kept to a minimum and shall not interfere with the conduct of ESU business or the performance of an employee's duties.

A Board member or employee shall be responsible for payment or reimbursement of charges (e.g. long distance charges), if any, that directly results from any such communication. The Board member or employee shall promptly report any such communication that results in an expense to ESU ___ to the Administrator or the Administrator's designee. The Administrator or the Administrator's designee shall establish procedures for reimbursement of charges incurred as a result of such communications.

Use of the ESU's Internet system for such communications shall not be permitted to the extent such use violates the terms of the E-Rate program, which restricts use of the Internet system to "educational purposes."

Election Issues: A Board member or the Administrator, in the normal course of his or her duties, may use ESU resources to research and prepare materials to assist the Board in determining the effect of a ballot question on the ESU.

Mass mailings, mass duplication, or other mass communications at ESU expense for the purpose of qualifying, supporting, or opposing a ballot question is not permitted. Mass communications does not include placing public records demonstrating the consequences of the passage or defeat of a ballot question affecting the ESU on its existing websites.

A Board member or employee may campaign for or against the qualification, passage, or defeat of a ballot question or the nomination or election of a candidate when no ESU resources are used. An

employee shall not engage in campaign activity for or against the qualification, passage, or defeat of a ballot question or the nomination or election of a candidate while on duty time.

A Board member or authorized employee may make ESU facilities available for campaign purposes if the identity of the candidate or the support for or opposition to the ballot question is not a factor in making the facilities available or a factor in determining the cost or conditions of use.

The ESU Board may discuss and vote upon a resolution supporting or opposing a ballot question.

A Board member may respond to specific inquiries by the press or the public as to his or her opinion regarding a ballot question or provide information in response to a request for information.

A Board member or employee may identify himself or herself by his or her official title when communicating about a ballot question. Employees who do so shall clearly communicate that their communication is their personal opinion and does not reflect the position or views of the Board or the ESU unless express authorization is given by the Board or the Administrator.

Legal Reference:	Neb. Rev. Stat. §§49-14,101.01 and 49-14,101.02
Date of Adoption:	

B. Interest in Contracts

Any contract whether oral or written, formal or informal, and including open accounts, is voidable if a member of the Board is directly or indirectly interested in the contract and legal reporting, and disclosure and abstention requirements are not met. Board members with such an interest shall therefore:

1. Make a declaration on the record regarding the nature of the interest prior to official consideration of the contract.
2. Not participate in consideration or discussion of the contract.
3. Not vote on the granting of the contract. Provided, if the number of members of the Board declaring an interest in the contract would prevent the Board with all members present from securing a quorum in the issue, then all members may vote on the matter.
4. Not in any way participate in the inspection, operation, administration or performance under the contract on the part of the ESU.

Legal Reference:	§ 49-14,103.01
Date of Adoption:	

C. Other Conflict of Interest

Members of the Board shall abstain from voting on matters on which they may have a conflict of interest. A conflict of interest for this purpose means a decision in the discharge of duties that may cause financial benefit or detriment to the Board member, a member of the Board member's

immediate family (which means a child residing in the Board member’s household, a Board member’s spouse or an individual claimed by that Board member or the Board member’s spouse as a dependent for federal income tax purposes), or a business with which the Board member is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public.

The Board member with such a conflict of interest shall take the following actions as soon as the Board member is aware of such potential conflict or should reasonably be aware of such potential conflict, whichever is sooner:

1. Prepare a written statement describing the matter requiring action or decision and the nature of the potential conflict; and,
2. Deliver a copy of the statement to the Secretary of the Board, who shall enter the statement into the public records of the ESU.
3. Take such action as the Commission shall advise or prescribe to remove the Board member from influence over the action or decision in the matter.

A Board member shall nonetheless not be prevented from making or participating in the making of an ESU-related decision to the extent that the Board member’s participation is legally required for the action or decision to be made. In such event, the Board member shall report the occurrence to the Commission. Nor shall a conflict of interest of a Board member prevent a Board member from serving on the Board or restrict the hiring or purchasing practices of the ESU.

To assist in compliance with the conflict of interest policies and laws, the Administrator or the Administrator’s designee, shall provide each Board member with copies of state statutes of Nebraska pertaining to conflicts of interest at the organizational meeting in January of each year. In addition, any newly appointed or elected Board member shall be provided such statutes.

Further, when possible, the Administrator or the Administrator’s designee shall provide each Board member with a list of financial matters on the agenda to come before the Board at the next regular meeting in sufficient detail to allow the Board member to identify potential conflicts of interest and report and receive advice from the Commission.

Legal Reference:	§ 49-1425; § 49-1499; § 49-14,101; § 49-14,102; § 49-14,103; § 49-103.01; § 49-14,103.02; § 49-14,103.03; § 49-14,103.04; § 49-14,103.05; § 49-14,103.06
Date of Adoption:	

D. Reporting Procedures

Any Board member who has a direct or indirect interest in a formal contract entered into with the ESU, or an open account, shall provide the Administrator with the following:

1. Names of the contracting parties.
2. Nature of the interest of the Board member.
3. Date that the contract was approved by the Board.
4. Amount of the contract.
5. Basic terms of the contract.

The above information shall be provided to the Administrator no later than ten (10) days after the contract has been signed by both parties. Such information shall be kept on a ledger, and shall be retained in the ledger for five (5) years from the date of the last day in office of the Board member. The ledger kept by the Administrator shall be available for public inspection during the normal working hours.

In the case of open accounts, the above information shall be filed within ten (10) days after the account is opened and thereafter the Board member shall file a revision to the statement within ten (10) days of each payment on the account specifying the date and amount of the payment.

Legal Reference:	§ 49-14,103.02
Date of Adoption:	

Section 7 Management of Property

A. Community Use of ESU Facilities

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

1. Application for Use.

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

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

This application is subject to the terms of the Board’s “Community Use of ESU Facilities” policy. The terms and conditions of that policy are

incorporated into this application by this reference. Applicant accepts all such terms and conditions.

2. Acceptance of Application for Use.

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

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

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

- a. Uses that may conflict with or that disrupt the ESU's programs.
- b. Uses inconsistent with the mission of the ESU.
- c. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; either due to the nature of the requested use or the character of the group or individuals within the group.
- d. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment.
- e. Uses for outside commercial activities except with approval of the Board; and except for camps and other activities for high school students subject to and consistent with Bylaws of the Nebraska School Activities Association.
- f. Uses that involve gambling or games of chance.
- g. Uses that involve a group or activity which advocates or condones the violent overthrow of the Constitution or of the government.
- h. Uses that involve the meetings of secret clubs not open to members of the public.
- i. Non-community type uses such as wedding receptions, slumber parties, personal use and similar activities.

Applications for use of facilities may be denied based on unsuitability of the date or time of the requested use. Facilities will generally not be available for community use at times when ESU staff are not available to monitor the Applicant's use, such as on legal holidays; before 7:00 a.m.; after 10:00 p.m. and Sunday mornings prior to Noon.

Leases of ESU facilities require approval of the Board. As such, Applications that request long-term use of facilities in the nature of a lease will be denied.

Applications may be denied based on the determination of the Administrator or the Administrator's designee that the Applicant does not have the financial ability or financial

responsibility to pay fees or expenses or to reimburse the ESU for any damages that may be sustained to facilities or equipment or any liability that may be created by the use.

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

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

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

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

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

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

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

The Applicant shall remain responsible for fees or expenses, and any deposit that has been received by the ESU shall be forfeited and be kept by the ESU, if cancellation occurs because of the fault of the Applicant. Otherwise, the ESU will return any deposit that has

been received by the ESU. The ESU will in no event be responsible for any damages, expenses, or losses incurred by the Applicant or any person arising from the cancellation.

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

3. Conditions of Use.

The conditions for use are as follows:

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

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

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

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

d. Condition of Premises. Applicant agrees to:

- i. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify an administrator. In the event the unsafe condition is not corrected prior to the activity or event, the Applicant shall postpone or cancel the activity or event.
- ii. Not use or allow any ESU equipment to be used without express approval of ESU administration.
- iii. Not bring or allow others to bring food or beverages on to ESU grounds without express approval of ESU administration.
- iv. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
- v. Not use any electrical equipment that has been brought onto the premises without express approval of ESU administration.
- vi. Not allow the wearing of street shoes or shoes with black soles on gym floors or other protected surfaces.
- vii. Not cause or allow others to cause damage to ESU facilities or equipment.
 1. In the event damages are sustained, Applicant accepts responsibility for reimbursing the ESU for the cost of repair or replacement.
 2. Applicant agrees that the ESU administration's determination that damage was sustained in connection with the Applicant's use, and of the cost of repair or replacement, is controlling.
 3. Applicant shall immediately report to the ESU administration any damage to ESU facilities or equipment that occurs during the Applicant's use of ESU facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day.
- viii. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other ESU property to their proper location. The clean-up shall be promptly completed. In the event the ESU provides the clean-up service, Applicant agrees to reimburse the ESU for the cost of such clean-up.
- ix. Remove any property brought in by the Applicant and by any person attending the activity or event. The ESU is not responsible for any personal property that is left on the premises.

e. Financial Responsibility. Applicant agrees to:

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

4. Fees for Use.

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

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

- a. Processing. Cost of processing the Application, postage, invoicing and coordination of the use.
- b. Access. Cost of providing access; such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.
- c. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use and for clean-up after the use.
- d. Kitchen. Cost of providing access to the kitchen facilities; as ordinarily any permitted use of the kitchen will require the presence of a member of the ESU responsible for the food service area.
- e. Special Equipment. Cost of making special equipment available such as sound and lighting set-up; as ordinarily any permitted use of special equipment will require the presence of a member of the ESU staff who is familiar with proper use of the equipment.
- f. Monitoring. Cost of administrative or other professional staff to monitor the Applicant's use to ensure compliance with the terms and conditions of the permitted use.
- g. Security. Cost of providing security services when determined to be needed for the activity or event.

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

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

Legal Reference:	
Date of Adoption:	

APPLICATION FOR USE OF ESU FACILITIES

Name of Organization Making Request: _____ Date: _____

Type of Organization and Type of Activity or Event

_____ Event or activity that is designed to serve the ESU's staff or member schools or students of member schools. *Describe:* _____

_____ Tax-supported agency such as educational entity or unit of city, county or state government. *Describe:* _____

_____ Nonprofit community agency such as a private educational agency. *Describe:* _____

_____ Group in which the majority of the members reside within the ESU. *Describe:* _____

_____ Other. *Describe:* _____

Facilities Requested. Building: _____ Areas: _____

Dates & Times Requested:

Dates (From – To)	Time (From – To)	Repeating	# Wks.
_____	_____	Yes No	_____
_____	_____	Yes No	_____
_____	_____	Yes No	_____

Details of Use (Attach an additional explanation if needed)

Describe the Type of Activity or Event: _____

No. of Anticipated Users and Spectators: _____ Concessions/Food Served: Yes No Describe: _____

Set Up or Tear Down Required by ESU: _____

Type of Cleaning Required During and Afterwards: _____

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

Fees (To Be Completed by Administrator or Designee)

Type	Amount
Processing	_____
Access	_____
Custodial	_____
Kitchen	_____
Special Equipment	_____
Monitoring	_____
Security	_____
Total	_____

Advance Deposit	\$ _____
Date Deposit Due	_____

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

Insurance requirement waived: Yes No (for ESU official to complete)

Policy Compliance and Acceptance of Liability

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

We have read, understand and agree to abide by the policies, rules and conditions on the use of these facilities on this form and in Board Policy. We understand that we are accepting the use of the facility from the ESU with no assurances or guarantees relative to their condition. It shall be our responsibility to check the facility to see that it is safe for our intended use. We take full responsibility for the facilities while they are being used by our group and will make full restitution for any and all damages which may occur while our group is using the facility. We agree to indemnify and hold the ESU harmless for any and all accidents and injuries to ourselves or others while we are using the facility regardless of the negligence of the ESU or its personnel. We assume full responsibility and liability for any injuries.

Name, Position

Signature

Date

Name, Position

Signature

Date

B. Tobacco

The use of tobacco products is prohibited in all buildings and all vehicles owned or under the control of the ESU. 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 (such as e-cigarettes), 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.

Legal Reference:	§§ 71-5716 to 71-5734
Date of Adoption:	

C. Weapons

No person shall bring or possess a firearm or any other dangerous weapon on any facility or in any vehicle owned or under the control of the ESU. This prohibition includes persons with a permit to carry a concealed handgun.

For purposes of this policy, the term “dangerous weapon” includes any personal safety or security device (such as tasers, mace and pepper spray). In the event that a person desires to carry or possess a personal safety or security device on ESU property or in an ESU vehicle, the individual must obtain prior approval from the Administrator or Administrator’s designee before bringing such device on ESU grounds or in an ESU vehicle. 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.

Legal Reference:	§ 69-2441
Date of Adoption:	

D. Trespassers

Restrictions on the use of ESU __ buildings and property within the control of the ESU may be implemented by administrative action. The Board gives the Administrator and all administrative staff and their designees’ full power and authority to implement and enforce restrictions on access to such property and to issue no trespassing commands and stay away/no trespassing letters. Such action shall be taken consistent with constitutional and other legal rights.

The Administrator and all administrative staff and their designees shall have full power and authority to direct any individual or group to leave any ESU building and any property within the control of the ESU and to stay away where such individual or group:

1. has failed to comply with identification or check-in procedures,
2. is determined by such administrators or designees to not have a legitimate purpose to be on the property, or

3. is determined by such administrators or designees to present a risk to the safety of building users (for example, if the person is a registered sex offender) or a risk of disruption to the operations or programs of the ESU.

A refusal to leave or stay away as directed will be considered trespassing and shall be reported by the administrators or their designees to proper law enforcement authorities.

Legal Reference:	§§ 28-520 to 28-522
Date of Adoption:	

E. Distribution of Materials

Distribution of printed or other material on ESU property is prohibited if such distribution:

1. Interferes or reasonably can be forecast to interfere with the ESU’s operations;
2. Involves offensive material (obscene, profane, abusive, advocates or promotes violence or action contrary to the mission of the ESU); or
3. Is primarily commercial or business advertisement or solicits funds.

Distribution of materials inside ESU buildings must have prior authorization from the Administrator or designee.

Legal Reference:	
Date of Adoption:	

F. Bulletin Boards and Web Page

ESU bulletin boards and electronic media (web page) and other communication devices are maintained for the purposes of conveying information about ESU activities and programs and for educational purposes related to such activities and programs. The ESU’s communication devices are designated as non-public forums, meaning that the devices are not open for public use.

Information posted or displayed on the ESU’s communication devices may not include political advertising, communications promoting particular religious beliefs, controversial topics or positions not consistent with the mission of the ESU, or communications that promote activities not suitable for school-age children.

Any website links on the ESU web page that are permitted to be posted shall not be considered to be endorsed or sponsored by the ESU. The ESU makes no representations or warranties of any kind with regard any such links.

Legal Reference:	
Date of Adoption:	

G. Internet Safety Policy

It is the policy of the ESU to comply with the Children’s Internet Protection Act (CIPA) and Children’s Online Privacy Protection Act (COPPA). With respect to the ESU’s computer network, the ESU shall: (a) protect against user access to, or transmission of, inappropriate material via

Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) protect against unauthorized access, including so-called “hacking,” and other unlawful activities online; (d) protect against unauthorized online disclosure, use, or dissemination of personal identification information of minors; (e) obtain verifiable parental consent before allowing third parties to collect personal information online from students; and (f) implement measures designed to restrict minors’ access to materials (visual or non-visual) that are harmful to minors.

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

Legal Reference:	47 USC § 254 (Children’s Internet Protection Act)
Date of Adoption:	

H. Computer Acceptable Use Policy

This computer acceptable use policy is supplemental to the ESU’s Internet Safety Policy.

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the ESU or made available by the ESU. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the ESU technology resources is a privilege and not a right. The Administrator or designee shall develop appropriate user agreements and shall require employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Administrator determines appropriate. Parents and guardians of students in programs operated by the ESU shall inform the Administrator or designee in writing if they do not want their child to have access.

The Administrator and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. The ESU reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the ESU’s mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses.

The following are unacceptable uses of the technology resources:

- a. Personal Gain: Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. Personal Matters: Technology resources shall not be used, and no person shall authorize its use, for personal matters unless the User has entered into a lease agreement or other similar agreement with the ESU that makes such use permissible under law.

Occasional use that the Administrator or designee determines to ultimately facilitate the mission of the ESU is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the ESU: sending an e-mail to a minor child or spouse; sending an e-mail related to a community group in which an employee is a member where the membership in the community group facilitates the ESU's mission.

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for personal use; or sending an e-mail related to one's own private consulting business.

- c. Campaigning: Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. 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,
 - 1. 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).
 - 2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
 - 3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 - 4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
 - 5. Users shall not copy, change, or transfer any software without permission from the network administrators.
 - 6. 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.
 - 7. Users shall not engage in any form of vandalism of the technology resources.
 - 8. Users shall follow the generally accepted rules of network etiquette. The Administrator or designees may further define such rules.

- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any ESU policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
 2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
 3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the ESU is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
 4. to engage in or promote violations of student conduct rules.
 5. to engage in illegal activity, such as gambling.
 6. in a manner contrary to copyright laws.
 7. in a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The ESU does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The ESU is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the ESU may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed ESU training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the ESU's computers or Internet system. All technology equipment shall be used under the supervision of the Administrator and the Administrator's designees.

8. Sanctions. Violation of the policies and procedures concerning the use of the ESU technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

9. Participation and Collaboration with External Resources. The ESU may participate in and collaborate with external resources, including the Open Educational Resources, to improve the ESU's operations, so long as such participation and collaboration complies with all applicable copyright and intellectual property right laws. Participation and collaboration shall be subject to the approval of the Administrator. Any employee who creates, generates or otherwise authors a work on an external resource platform shall do so under the "work for hire" doctrine. Materials from an external resource may be shared or borrowed, so long as the employee complies with all attribution and copyright rules and policies.

Legal Reference:	47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions) § 49-14,101.01 (Political Accountability and Disclosure Act) Children's Online Privacy Protection Act, 15 U.S.C. § 6501 U.S. Copyright Act, 17 U.S.C. § 1, et seq
Date of Adoption:	

I. Recording of Others

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either (1) the person or persons being recorded or whose image or sound is being transmitted or (2) the Administrator or Administrator's designee. This prohibition applies to all persons, including staff, students and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to ESU-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

Section 8 Disposal of Property

The Administrator or designee is authorized and directed to dispose of books, furniture, equipment, real estate and other property which is no longer of use to the ESU. Items which are of little or no value will be discarded or recycled, as appropriate. Items which are discarded remain the property of the ESU until no longer within its control. As such, employees are not to pull discarded items from the trash for personal use without express permission of the Administrator or designee, and proper payment where determined appropriate.

Items to be disposed of which have more than minimal value shall be sold by private sale, auction, trade-in, or by taking bids and selling to the highest or most responsible bidder. The Board shall approve the sale of any items or related grouping of items which have a value in excess of \$5,000.

The following procedures shall be followed for an auction or when taking bids:

1. The intention to sell shall be publicized, via newsletter, an ESU bulletin board or webpage posting, an NSBA, NCSA or similar association webpage or publication, a newspaper advertisement, or other means suitable to the value and nature of the property.
2. Real estate will be sold to the highest bidder, except that a minimum acceptable price may be established prior to bidding.
3. Items shall in general be sold to the highest offer or highest bidder. However, where the item or related grouping of items which has a value less than \$5,000, preference may be given to, and a lower offer accepted from, buyers within the following order of priority: an ESU member school, another ESU, another political subdivision within the ESU, a charitable organization active within the ESU boundaries, and another political subdivision.

Items which are offered for sale in an approved manner which are not sold after a reasonable period of time may be considered to have no value and may be disposed of as determined by the Administrator or designee and reported to the Board.

Property that has little or no value shall be discarded or recycled as appropriate. No employee shall take such property for their personal use, even if the item has been placed in the trash, without the express approval of the administration.

Legal Reference:	
Date of Adoption:	

Section 9 Records Management

A. Records Management and Disposition

1. General Standard. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State's schedules for retention and disposition of public records.
2. Records Officer. The Administrator is hereby designated as the records officer of the ESU for purposes of this policy. Any questions about the type or category of a record or the required retention period for it should be addressed to the records officer.
3. Electronic Messages. Electronic messages are communications using an electronic system for the conduct of ESU __ business internally, between other state and local government agencies, and with parents, students, patrons and others in the outside world. These messages may be in the form of e-mail, electronic document exchange (electronic fax), and electronic data interchange (EDI). In this policy, the terms electronic messages and e-mail are used, depending on the context, to mean the same thing. ESU __'s electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:
 - a. *End-User Management*. End-user means anyone who creates or receives electronic messages on the ESU's electronic system. Electronic messages are to be managed at the end-user's desktop rather than from a central point. Each end-user is responsible for organizing, managing and disposing of records that are part of his or her desktop computer.
 - b. *Categories for Retention*. Electronic messages fall within three categories: (1) transitory messages; (2) records with a less than permanent retention period; and (3) records with a permanent retention period. End-users are to organize, store, retain and dispose of electronic messages according to these three categories. This means determining which electronic messages require long-term retention, determining who is responsible for making this decision, and establishing storage and disposition requirements for electronic messages.
 - i. *Transitory messages*. Transitory messages include copies posted to several persons and casual and routine communications similar to telephone conversations. For example, as determined on an individual case-by-case basis by the end-user, transitory messages include certain embryonic materials, notes or drafts; unwanted and unneeded "junk" mail; "personal" mail for employees not related to ESU business; unsolicited sectarian, religious, partisan, political or commercial messages, or political advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages. Employees sending or receiving such communications may delete them immediately without obtaining approval.

- ii. *Less than permanent retention records.* These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. Employees creating or receiving such communications may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records should be referred to the records officer.
 - iii. *Permanent/archival retention records.* These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records should be made by the records officer in consultation with NSHS, and the State Records Administrator about either transferring the records or maintaining them in the agency of origin. If the transfer decision is made, the method, frequency and format of the transfer should be determined cooperatively by the records officer, the NSHS, and the State Records Administrator.
- c. *Electronic Storage Limitations.* ESU __'s computer systems have storage limitations. E-mails are deleted by the computer system within five (5) days to avoid operational problems. End-users are instructed that electronic messages that are required to be maintained past that time period should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. The retention period for the particular record is the best indicator of which storage medium or format to choose.
- d. *Proper Use of Electronic Messages.*
- i. *Non-Discrimination.* Electronic messaging is not permitted to be used to promote discrimination on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities.
 - ii. *Permissible Use.* Electronic messaging is to be used only for purposes that are consistent with the mission of ESU __. Electronic messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that represents a form of the employee's compensation. Electronic messaging is not permitted to be used for personal financial gain or for the purpose of campaigning for or against the nomination or election of a candidate or the qualification,

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

- iii. *Conduct.* Employees shall not read electronic messages received by another employee when there is no work-related purpose for doing so, send electronic messages under another employee's name without the employee's consent or administrative authorization, or change or alter any portion of a previously sent electronic message without administrative authorization.
 - iv. *Other Regulations.* Electronic messaging is subject to all requirements of ESU __'s computer use policies and may be monitored and accessed at any time without prior notice. ESU __ has complete authority to regulate all electronic messaging. Electronic messaging is a privilege and not a property right and is not a public forum. Electronic messaging is made available subject to all board policy and regulations, these regulations, administrative guidelines, use agreements, handbook provisions, and all administrative orders or directives as issued from time to time.
4. Electronic Records. All books, papers, documents, reports, and records kept by the ESU may be retained as electronic records. Minutes of the meetings of the Board may be kept as an electronic record.
 5. Litigation Holds. When litigation against ESU __ or its employees is filed or threatened, ESU __ will take all reasonable action to preserve all documents and records that pertain to the issue. Such action will in particular be taken when the litigation may be filed in federal court or otherwise subject to federal rules of discovery.

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

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

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic

format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

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

6. Settlement Agreements

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

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

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

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

Legal Reference:	§§ 84-712 to 84-712.09; §§ 84-1201 to 84-1227 Laws 2010, LB 742 State Records Administrator Guidelines: Schedule 24: Local Agencies General Records (March 2005) Electronic Imaging Guidelines (March 2003)
Date of Adoption:	

B. Student Records

1. Legal Compliance. Records related to students served by the ESU shall be maintained in compliance with state and federal law.
2. Relationship with Schools Served. Each school district shall be notified as to the nature and types of student data items which are being collected and maintained in ESU files for their students who are being served by the ESU. Written permission to release confidential (non-directory) information from records related to students served by the ESU will be obtained from the appropriate school district before release to persons other than ESU officials or the parent or eligible student, except where the release is required by law.

3. Confidentiality. Student files and other education records shall not be released or divulged except in compliance with state and federal law.

ESU and school officials may have access to only those education records in which they have a legitimate educational interest, unless the parent has given written and dated consent for the access. An ESU employee who violates this restriction shall be subject to disciplinary action up to and including termination.

An ESU or 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 and effectively provide the function or service for which they are responsible.

An official who is authorized to have access to education records is a person employed by the ESU, or by the school district in which the student is enrolled, as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the ESU Board or the student's school board; a person or company with whom the ESU or the school district has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); and a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another authorized official in performing his or her tasks.

To the extent permitted by law, contractors, consultants and volunteers may be permitted to have access to education records where they are performing a function or service that would otherwise be done by an ESU employee or an employee of the school district in which the student is enrolled. Their access is limited to education records in which they have a legitimate educational interest; which means records needed to effectively provide the function or service for which they are responsible.

A parent or guardian of a student or former student, and a student or former student who is eighteen (18) years of age or older, shall be given the opportunity upon request to inspect and review the education records of the student or former student. Non-custodial parents will be provided full and equal access to the education records of his or her child unless there is a court order to the contrary.

4. Separate Disciplinary Files. Student files or records shall be so maintained so as to separate disciplinary matters from academic or other service matters. All disciplinary material in a student's file shall be removed and, upon the ending of ESU services to the student, released to the school district in which the student is enrolled for destruction in accordance with law.
5. Request for Records Amendment. Parents and eligible students (a student who has reached 18 years of age or is attending an institution of postsecondary education) have the right to challenge any information contained in the records that they believe is inaccurate, misleading or violates the privacy rights of the student. Such a challenge may be made by making a written request to the Administrator or designee to amend the records. If the record in question is a record generated by

the school district in which the student is enrolled, the challenge shall be forwarded to such school district for action. If the record is an ESU education record, the Administrator or designee shall determine whether to amend the education record as requested. If a decision is made not to amend the education records in accordance with the request, the Administrator or designee shall so inform the parents of the student. The parent shall be advised of the right to a hearing. If a hearing is requested, the Administrator or designee shall conduct a hearing (or delegate the role to another official who does not have a direct interest in the outcome of the hearing) and provide the parent or eligible student a full and fair opportunity to present evidence relevant to the issues raised in conformance with applicable law.

6. Disposition of Records. Personally identifiable student data generated by or received by the ESU for those student referred from contracting school districts will be considered to be the property of the school district in which the student is or was enrolled. Five years after special education data is no longer needed to provide educational services, the ESU shall return to the appropriate school district all records that have been received or generated by the ESU for disposal in accordance with law.

Legal Reference:	§§ 42-364 & 42-381 §§ 79-2,104 & 79-2,105 § 79-539 §§ 84-712 to 84-712.09; §§ 84-1201 to 84-1227 20 U.S.C. 1232g (FERPA) NDE Rule 51, section 9.01 State Records Administrator Guidelines: Schedule 24: Local Agencies General Records (March 2005) Electronic Imaging Guidelines (March 2003)
Date of Adoption:	

Section 10 Comments and Complaints

A. Communications to the Board

The ESU Board recognizes the necessity for open communication with member school districts, students, parents, employees and patrons but is also aware that a procedure for processing concerns and complaints is imperative to efficient operations of the ESU. It is the intent of the Board that concerns and complaints be resolved at the lowest possible level.

1. Complaints Made to Individual Board Members. Members of the Board have no authority or power to act on behalf of the Board or the ESU except when acting as a member of the entire Board at a duly called board meeting or when acting with express, specific authority granted by the Board or by law. The Board and the ESU shall not be bound in any way by the action or statement on the part of any individual Board member or committee, except when such statement or action is taken or made in conformance with express, specific authority granted by the Board or by law.

Should any member of the Board be approached with a concern or complaint, the member should:

- a. Listen attentively to the concerns but not take any inflexible position.
 - b. Instruct the individual about the ESU's process for resolving concerns and complaints and direct the individual to the appropriate complaint or grievance procedure or to the Administrator for information concerning such procedures. If the concern or complaint involves an employee, the individual should be informed to discuss the matter with the employee first.
 - c. Inform the Administrator of the concern.
2. Complaints Made to the Board. Concerns or complaints may be made to the Board at a duly called Board meeting at such time as the agenda provides for public participation or comment.

In the event the complaint involves a personnel matter relating to an employee of the ESU, the individual raising the complaint shall be directed to first exhaust the appropriate complaint or grievance procedure. The Board shall not respond or take action on such a complaint until such complaint or grievance procedure has been exhausted, unless it is determined by the Board, under the circumstances, that an immediate response or action is required.

Individuals raising concerns or complaints involving non-personnel matters which may be the subject of a complaint or grievance procedure may also be directed to first use such complaint or grievance procedure.

Legal Reference:	
Date of Adoption:	

B. Complaints or Concerns of Employees

Employees are to inform the ESU of any complaints or concerns about the operations of the ESU using the established chain of command (immediate supervisor, next higher level supervisor, etc.) on all matters that require administrative attention; that is, on all matters or issues that their job responsibilities require them to report to a supervisor.

It is important to the efficient and successful operation of the ESU and a duty of all ESU employees to share any such complaints or concerns in a responsible, professional manner such as to: (1) not disrupt the proper functioning of their office, department, or position, (2) not undermine the authority of their co-workers, supervisors, or superiors, (3) maintain close working relationships with their co-workers, supervisors, and superiors, and (4) ensure that all applicable laws and regulations are followed. All employee official communications must be accurate, demonstrate sound judgment, and promote the ESU's mission. Employees must ensure that all applicable laws and regulations are followed by the ESU and its employees. In the event an employee becomes aware of any such non-compliance, the employee is to report such to the employee's immediate

supervisor (or the next higher level, if the supervisor is responsible for the problem) and maintain the confidentiality of the report so that the problem can be appropriately corrected in the best interests of the ESU.

Employees are to use the appropriate complaint or grievance mechanism for matters involving discrimination or harassment or other established mechanism specific to the nature of the complaint or concern.

The ESU will not tolerate unlawful retaliation against an employee for engaging in legally protected activity. A protected activity includes an employee’s act of opposing an unlawful practice prohibited by employment discrimination or other laws that protect the conduct in question. Any act of unlawful retaliation by a supervisor or other employee may result in serious disciplinary action up to and including termination. Any employee may file a complaint with the Administrator or appropriate Coordinator if the employee feels that they have experienced unlawful retaliation in any form.

Legal Reference:	
Date of Adoption:	

C. Comments and Complaints of Parents and Patrons

Parents and patrons may file comments/complaints with the Administrator. Forms are available in the office of each building. These forms are intended to help resolve issues, arbitrate disputes, facilitate understanding, recognize achievements, and commend success.

Forms that have been properly filed with the Administrator which directly involve a staff member shall be forwarded to the staff member’s immediate supervisor for analysis, discussion, and resolution. The forms shall be retained in a separate confidential file in the office of the staff member’s immediate supervisor for a period of three years. At the end of the three year period they may be discarded. Comment forms shall not be placed in the staff member’s personnel files unless deemed appropriate by the Administrator or immediate supervisor.

It is the policy of the ESU to encourage communications from parents concerning when a parent believes it to be appropriate for the student to be excused from testing, classroom instruction, surveys and other educational experiences that the parent may find objectionable. The Administrator or designee shall make a provision on the complaint form hereinabove described for receiving information from a parent concerning what specific testing, classroom instruction, or other educational experience the parent finds objectionable, the basis for the parent’s objection and a proposed solution for dealing with the objection that would be satisfactory to the parent. The notifications required by law to be given to parents on matters affecting privacy are to be given by the school district in which the student is enrolled. Complaints concerning such matters shall be resolved consistent with the applicable policies of the school district in which the student is enrolled.

Legal Reference:	§ 79-533 (parental involvement) 20 U.S.C. § 1232h (surveys)
Date of Adoption:	

D. Complaints Involving Instructional Materials

Instructional materials are to be selected by the ESU administration and approved by the ESU Board in a manner that best meets the educational and instructional objectives of the ESU and the needs of those served by the ESU. Occasional objections to materials may be voiced despite the care taken in selection and qualification of the personnel selecting materials.

The following procedures apply to complaints involving instructional materials:

1. Complaints must be presented in writing to the Administrator. The complaint must specify: the name of the author, title, the publisher, and the objections by page and items; or in case of materials other than printed material, written information specifying the precise nature of the objection shall be given. The statement must be signed and identified in such a way that a proper reply will be possible. The Administrator or designee may develop a specific complaint form for this purpose which shall be used if in existence.
2. The Administrator will acknowledge the receipt of the complaint and answer any questions regarding procedure.
3. The Administrator will then notify the department coordinator and the employee(s) involved. The Administrator will determine whether the complaint should be considered an individual request or if an ESU-wide review committee shall be activated to reevaluate the material.
4. The use of challenged materials shall not be restricted until final disposition has been made by the appropriate review committee, however, individuals may be excused from using challenged materials.
5. In considering the challenged materials, the review committee shall consider the educational philosophy of the ESU, the professional opinions of teachers or employees of the same subject and of other competent authorities, review of materials by reputable bodies, the complainant's stated objections in using or use of the materials.
6. The ESU review committee shall make a determination on the complaint within a reasonable time period considering the nature of the challenged materials, the current or pending use, scheduling conflicts of committee members, and the complexity of the objections made. The findings of the ESU review committee shall be a matter of written record and transmitted to the Administrator who will determine how interested parties shall be notified.
7. In the event the complainant is not satisfied with the findings of the ESU review committee, the complainant may request that the complaint be reviewed by the ESU Board. The Board will then determine whether to consider the complaint beyond the action of the ESU review committee; if the Board chooses to do so, the Board will proceed to consider the complaint. A decision by the Board (either to not proceed further on the complaint, or to respond as a Board to the complaint) shall conclude the appeal process available within the ESU system.

8. Once resolved, the same or substantially similar complaints involving the same or similar materials need not be reviewed using the foregoing complaint process and instead may be resolved by the Administrator or designee.

Legal Reference:	
Date of Adoption:	

EQUITY and LEGAL COMPLIANCE

Section 1 Non-Discrimination

A. Policy of Non-Discrimination

ESU __ does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, gender identity or sexual orientation, or any other protected status in its programs and activities and provides equal access to designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. Complaints or concerns involving discrimination should be addressed to:

Students: [Name of Director], [Title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).

Employees and Others: [Name of Director], [Title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).

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

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

ESU __ 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 __ employees, including co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

B. Harassment

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

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

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

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

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

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

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

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

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

discrimination (designated compliance coordinator).

C. Anti-retaliation

ESU __ prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in ESU __'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 __ 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 __ will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

D. General Grievance (or Complaint) Procedures

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

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

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

1. Level 1 (Investigation and Findings)

The Compliance Coordinator will review and evaluate each grievance, complaint, or report to determine if such grievance, complaint or report is covered under Title IX. If such a grievance, complaint or report is covered under Title IX, then the Compliance Coordinator will follow the Title IX Grievance Procedures (outlined below). For all other grievances, complaints or reports, the Compliance Coordinator will follow these General Grievance Procedures. Once ESU __ receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, ESU __ will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, ESU __ 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 ___'s investigation. ESU ___ will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

ESU ___ 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 ___ 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 ___ will notify the complainant of his or her right to file a criminal complaint, and ESU ___ employees will not dissuade the complainant from filing a criminal complaint either during or after ESU ___'s investigation.

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors ESU ___ will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

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

- a. A summary of the facts,

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

If someone other than the Compliance Coordinator conducted the investigation, the Compliance Coordinator will review, approve, and sign the investigative report. ESU ___ will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. ESU ___ 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 ___ 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 ___ to disclose relevant information to a student who was discriminated against or harassed.

2. Level 2 (Appeal to the Administrator)

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

3. Level 3 (Appeal to the Board)

If the party is not satisfied with the Administrator's determination, he or she may file an appeal in writing with the Board within five (5) working days after receiving the Administrator's determination. The Board will review the appeal, the Administrator's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, Compliance Coordinator and the party. The Board will issue a written determination about the appeal within thirty (30) days after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the Compliance Coordinator. The Board's determination, and any actions taken, will be final on behalf of ESU ___.

E. Confidentiality

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. ESU __ will notify the complainant of the anti-retaliation provisions of applicable laws and that ESU __ 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 __ 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 __ 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 __ will inform the complainant that its ability to respond may be limited. Even if ESU __ cannot take disciplinary action against the alleged harasser, ESU __ will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

F. Title IX Grievance (or Complaint) Procedures

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

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor or the principal or 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 principal or supervisor.
4. For student reporters, contact any teacher or administrator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator may file a formal complaint and begin the following complaint procedure.

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

i. Response to a Formal Title IX Complaint:

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

TITLE IX COORDINATOR CONTACT INFORMATION

[NAME]
[ADDRESS]
[PHONE]
[EMAIL ADDRESS]

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

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

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

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

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

(A) *Neutrality:* The Title IX Coordinator, investigator, decision-maker, or any person designated by the ESU to facilitate this complaint procedure, shall not have any conflict of interest

or bias for or against complainants or respondents generally or an individual complainant or respondent. The ESU shall ensure that Title IX Coordinators, investigators, decision-makers, and any person who facilitates this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the ESU's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The ESU shall ensure that the individuals involved in the complaint procedure receive training on issues of relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the ESU will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

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

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

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

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

The Investigator shall provide to all witnesses expected to attend a meeting notice of the

date, time, location, participants, and purpose of all hearings within 2 days of the meeting.

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

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

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

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

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

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

- a. Identification of the allegations potentially constituting sexual harassment;
- b. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
- c. Findings of fact supporting the determination;
- d. Conclusions regarding the application of each recipient's code of conduct to the facts;
- e. A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes

on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainant; and

- f. The recipient's procedures and permissible bases for the complainant and respondent to appeal.

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

5. Supportive Measures and Disciplinary Actions:

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

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

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

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

ii. Title IX Appeals

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

- a. Procedural irregularity that affected the outcome of the matter;
- b. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

- c. The Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against the complainant or respondent generally or the individual complainant or respondent that affected the outcome of the matter.

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

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

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

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

iii. Informal Resolution

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

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

G. Training:

The ESU will ensure that ESU employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate ESU officials or employees.

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

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

H. Preventive Measures:

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

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

Section 2 Section 504 Compliance

A. Purpose (34 CFR 104.3)

The purpose of this policy is to effectuate Section 504 of the Rehabilitation Act of 1973, which is designed to eliminate discrimination on the basis of handicap in any program or activity receiving Federal financial assistance. Compliance with this policy will also effectuate compliance with the Americans with Disabilities Act (ADA).

B. Definitions (34 CFR 104.3)

“Handicapped persons” means any person who (1) has a physical or mental impairment which substantially limits one or more major life activities, (2) has a record of such an impairment, or (3) is regarded as having such an impairment.

“Major life activities” means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

Qualified handicapped person means:

With respect to employment, a handicapped person who, with reasonable accommodation, can perform the essential functions of the job in question.

With respect to educational services, a handicapped person (a) of an age during which non-handicapped persons are provided such services, (b) of any age during which it is mandatory under state law to provide such services to handicapped persons, or (c) to whom a free appropriate public education is required to be provided.

With respect to other services, a handicapped person who meets the essential eligibility requirements for the receipt of such services.

C. Discrimination Prohibited (34 CFR 104.4)

No qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the ESU.

D. Voluntary Action and Self-Evaluation (34 CFR 104.6)

Voluntary action. The ESU may take steps, in addition to any action that is required by this policy, to overcome the effects of conditions that result in limited participation in the ESU's program or activity by qualified handicapped persons.

Self-evaluation. The ESU shall: (a) evaluate, with the assistance of interested persons, including handicapped persons or organizations representing handicapped persons, its current policies and practices and the effects thereof that do not or may not meet the requirements of this policy; (b) modify, after consultation with interested persons, including handicapped persons or organizations representing handicapped persons, any policies and practices that do not meet the requirements of this policy; and (c) take, after consultation with interested persons, including handicapped persons or organizations representing handicapped persons, appropriate remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices.

The ESU shall, for at least three years following completion of the evaluation, maintain on file, make available for public inspection, and provide to the Assistant Secretary upon request: (i) a list of the interested persons consulted, (ii) a description of areas examined and any problems identified, and (iii) a description of any modifications made and of any remedial steps taken.

E. 504 Coordinator (34 CFR 104.7)

The ESU has designated the Administrator as its Section 504 Coordinator. The ESU has designated the Director of Special Education as its Section 504 Coordinator for students. As required by law, these persons shall coordinate the ESU's efforts to comply with Federal Law.

F. 504 and ADA Complaint Procedures (34 CFR 104.7)

The following grievance procedure shall be used to provide for the prompt and equitable resolution of complaints alleging any action prohibited by this policy and for the resolution of complaints of alleged violations of Section 504 or the ADA:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.

In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

G. Notice (34 CFR 104.8)

The ESU shall take appropriate steps to notify participants, beneficiaries, applicants, and employees, including those with impaired vision or hearing, that it does not discriminate on the basis of handicap in violation of State or Federal law, including Section 504. The notification shall state, where appropriate, that the ESU does not discriminate in admission or access to, or treatment or employment in, its programs and activities.

The notification shall also include an identification of the responsible employee designated above. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in the ESU's publication, and distribution of memoranda or other written communications.

If the ESU publishes or uses recruitment materials or publications containing general information that it makes available to participants, beneficiaries, applicants, or employees, it shall include in those materials or publications a statement that the ESU does not discriminate on the basis of handicap in violation of State or Federal law, including Section 504.

H. Employment Practices Discrimination Practices Prohibited (34 CFR 104.8)

1. General.

No qualified handicapped person shall, on the basis of handicap, be subjected to discrimination in employment under any program or activity to which this policy applies.

The ESU shall take positive steps to employ and advance in employment qualified handicapped persons in programs that receive assistance under the special education laws.

The ESU shall make all decisions concerning employment under any program or activity to which this policy applies in a manner which ensures that discrimination on the basis of handicap does not occur and may not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of handicap.

The ESU will not participate in a contractual or other relationship that has the effect of subjecting qualified handicapped applicants or employees to discrimination prohibited by this policy.

2. Specific Activities.

The provisions of this policy apply to: (1) recruitment, advertising, and the processing of applications for employment; (2) hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring; (3) rates of pay or any other form of compensation and changes in compensation; (4) job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists; (5) leaves of absence, sick leave, or any other leave; (6) fringe benefits available by virtue of employment, whether or not administered by the ESU; (7) selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training; (8) employer sponsored activities, including social or recreational programs; and (9) any other term, condition, or privilege of employment.

3. Collective Bargaining Agreement Superseded.

The ESU's obligation to comply with this policy is not affected by any inconsistent term of any collective bargaining agreement to which it is a party.

4. Reasonable Accommodation (34 CFR 104.12)

The ESU shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant or employee unless the ESU can demonstrate that the accommodation would impose an undue hardship on the operation of its program.

Reasonable accommodation may include: (a) making facilities used by employees readily accessible to and usable by handicapped persons, and (b) job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, the provision of readers or interpreters, and other similar actions.

In determining whether an accommodation would impose an undue hardship on the operation of the ESU's program, factors to be considered include: (a) the overall size of the ESU's program with respect to number of employees, number and type of facilities, and size of budget; (b) the type of the ESU's operation, including the composition and structure of the ESU's workforce; and (c) the nature and cost of the accommodation needed. The ESU may not deny any employment opportunity to a qualified handicapped employee or applicant if the basis for the denial is the need to make reasonable accommodation to the physical or mental limitations of the employee or applicant.

5. Employment Criteria (34 CFR 104.13)

The ESU will not make use of any employment test or other selection criterion that screens out or tends to screen out handicapped persons or any class of handicapped persons unless: (a) the test score or other selection criterion, as used by the ESU, is shown to be job-related for the position in question, and (b) alternative job-related tests or criteria that do not screen out or tend to screen out as many handicapped persons are not available.

The ESU shall select and administer tests concerning employment so as best to ensure that, when administered to an applicant or employee who has a handicap that impairs sensory, manual, or speaking skills, the test results accurately reflect the applicant's or employee's job skills, aptitude, or whatever other factor the test purports to measure, rather than reflecting the applicant's or employee's impaired sensory, manual, or speaking skills (except where those skills are the factors that the test purports to measure).

6. Pre-employment Inquiries (34 CFR 104.14)

Except as provided below, the ESU will not conduct a pre-employment medical examination or make pre-employment inquiries of an applicant as to whether the applicant is a handicapped person or as to the nature or severity of a handicap. The ESU may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions.

When the ESU is taking remedial action to correct the effects of past discrimination or voluntary action to overcome the effects of conditions that resulted in limited participation in its federally assisted program or activity, or when the ESU is taking affirmative action, the ESU may invite applicants for employment to indicate whether and to what extent they are handicapped. To take such action, the ESU must: (a) state clearly on any written questionnaire used for this purpose, or make clear orally if no written questionnaire is used, that the information requested is intended for use solely in connection with its remedial action obligations or its voluntary or affirmative action efforts; and (b) state clearly that the information is being requested on a voluntary basis, that it will be kept confidential, that refusal to provide it will not subject the applicant or employee to any adverse treatment, and that it will be used only in accordance with this policy.

Nothing in this section shall prohibit the ESU from conditioning an offer of employment on the results of a medical examination conducted prior to the employee's entrance on duty, provided that: (a) all entering employees are subjected to such an examination regardless

of handicap, and (b) the results of such an examination are used only in accordance with the requirements of this policy.

Information obtained in accordance with this section as to the medical condition or history of the applicant shall be collected and maintained on separate forms that shall be accorded confidentiality as medical records, except that: (a) supervisors and managers may be informed regarding restrictions on the work or duties of handicapped persons and regarding necessary accommodations; (b) first aid and safety personnel may be informed, where appropriate, if the condition might require emergency treatment; and (c) government officials investigating compliance with the Act shall be provided relevant information upon request.

I. Program Accessibility

1. Discrimination Prohibited (34 CFR 104.21)

No qualified handicapped person shall, because the ESU's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which this policy applies.

2. Existing Facilities (34 CFR 104.22)

Program accessibility. The ESU shall operate each program or activity to which this policy applies so that the program or activity, when viewed in its entirety, is readily accessible to handicapped persons. The ESU is not required to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

Methods. The ESU is not required to make structural changes in existing facilities where other methods are effective in achieving compliance with program accessibility. In choosing among available methods for meeting the requirement of program accessibility, the ESU shall give priority to those methods that offer programs and activities to handicapped persons in the most integrated setting appropriate.

Transition plan. In the event structural changes to facilities are necessary to meet the requirement of program accessibility, the ESU shall develop a transition plan setting forth the steps necessary to complete such changes. The plan shall be developed with the assistance of interested persons, including handicapped persons or organizations representing handicapped persons. A copy of the transition plan shall be made available for public inspection. The plan shall, at a minimum: (a) identify physical obstacles in the ESU's facilities that limit the accessibility of its program or activity to handicapped persons; (b) describe in detail the methods that will be used to make the facilities accessible; (c) specify the schedule for taking the steps necessary to achieve full program accessibility and, if the time period of the transition plan is longer than one year, identify the steps that will be taken during

each year of the transition period; and (d) indicate the person responsible for implementation of the plan.

Notice. The ESU shall adopt and implement procedures to ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of services, activities, and facilities that are accessible to and usable by handicapped persons.

3. New Construction (34 CFR 104.23)

Each facility or part of a facility constructed by, on behalf of, or for the use of the ESU shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by handicapped persons.

Each facility or part of a facility which is altered by, on behalf of, or for the use of the ESU after the effective date of this policy in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by handicapped persons.

J. Program Accessibility to Students (34 CFR 104.32 to .38)

As and to the extent the services to a qualified handicapped student are the responsibility of the ESU, the services are to:

1. be in conformance with the 504 Plan developed by the 504 team for the student by the school in which the student is enrolled, and
2. afford handicapped students an equal opportunity for participation in programs and services without discrimination on the basis of handicap.

Legal Reference:	Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq. ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq. Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §§48-1101 to 48-1126
Date of Adoption:	

Section 3 Special Education

The ESU will abide by all state and federal laws and regulations relating to special education.

1. Free Appropriate Public Education: The Board affirms its position that students with disabilities are entitled to a free appropriate public education in conformance with Nebraska Department of Education Rule 51. As and to the extent the services to a special education student are the responsibility of the ESU, the services are to:
 - a. be in conformance with the student's Individualized Education Plan (IEP) or Individual Family Service Plan (IFSP),

- b. meet the standards that apply to education provided by the school in which the student is enrolled, and
 - c. provide the student with all of the rights of a child with a disability who is served by the school in which the student is enrolled.
- 2. Student Records - Rights and Privacy: Student records are to be maintained in conformance with the requirements of the Family Educational Rights and Privacy Act (FERPA) and NDE Rule 51. The Administrator or designee shall establish procedures to protect the confidentiality of personally identifiable information at collection, storage, disclosure and destruction stages.
- 3. Procedural Safeguards: The special education programs and services operated by the ESU or provided to schools by contract shall comply with the procedural safeguards specified in NDE Rule 51.
- 4. Plans and Budgets: Special education plans and budgets for schools served will be available for public viewing.
- 5. Personnel: 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:
 - a. In-service training;
 - b. Procedures to assure that all personnel are properly endorsed and adequately trained; and
 - c. Acquiring and disseminating best educational practices and materials developed for the provision of the services.

Legal Reference:	20 U.S.C. 1400 et seq. 34 CFR Part 300 (Individuals with Disabilities Education Act and regulations); §§ 79-1110 to 79-1178 92 NAC 51 (NDE Rule 51) 20 U.S.C. 1232g (FERPA)
Date of Adoption:	

Section 4 Homeless Students

A. General Policy Statement

The ESU 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.

B. 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.

C. School Stability

1. School Selection: The ESU 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, the ESU 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.

2. 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.
3. 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.

D. Records

Any record ordinarily kept by the ESU, 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.

E. 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 the ESU. 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 form that is easily understandable.
- 6. Ensure the dispute resolution process identified below is carried out in accordance with the law and district policy.

F. 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 program in which enrollment is sought pending final resolution of the dispute, including all available appeals. The ESU 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 the ESU 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.

Legal Reference:	Neb. Rev. Stat. § 79-215, Nebraska Department of Education Rule 19, McKinney-Vento Homeless Assistance Act, 42 USC §§ 11431, et seq., Every Student Succeeds Act
Date of Adoption:	

Section 5 Student Welfare

A. Child Abuse and Neglect

Any employee of ESU ___ who has reasonable cause to believe a child has been subjected to abuse or neglect or is being subjected to conditions which would result in abuse or neglect shall inform

their immediate supervisor and the appropriate administrator of the school in which the student is enrolled. For children below age five, the report shall also be made to the Director of Special Education.

The immediate supervisor or the Director of Special Education, as applicable, shall make a report or cause a report to be made of suspected abuse or neglect directly to local law enforcement or the Department of Health and Human Services, Child Protection Services (CPS). If there is an emergency, the report is to be made to local law enforcement immediately. To fulfill their statutory duty, the employee shall also make the report or confirm that the report has been made to local law enforcement or CPS.

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

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

Legal Reference:	§ 28-711
Date of Adoption:	

B. Corporal Punishment

Use of corporal punishment is prohibited by ESU _____. 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 Administrator or designee as soon as is practicable and within twenty-four hours. The Administrator or designee shall prepare a memorandum of such report and, as deemed appropriate, investigate and report the incident to the appropriate administrator of the school in which the student is enrolled. A child abuse or neglect report shall be made in the event such is warranted.

The Administrator or designee shall provide employees information and in-services as appropriate to ensure that employees fully understand their responsibility to not use corporal punishment and the ESU's procedures.

Legal Reference:	§ 79-295 NDE Rule 27.002.09 and 27.004.03G
Date of Adoption:	

C. Use of Restraints and Seclusion

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:
- 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.
- As a form of punishment.

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

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

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

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

- D. Training. Physical restraint shall be applied only by individuals who have received systematic training that includes all the elements described below. An individual who applies physical restraint shall use only techniques in which he or she has received such training within the preceding two (2) years.

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

- Appropriate procedures for preventing the need for physical restraint, including the de-escalation of problematic behavior, relationship-building, and the use of alternatives to restraint;
- A description and identification of dangerous behaviors on the part of students that may indicate the need for physical restraint and methods for evaluating the risk of harm in individual situations in order to determine whether the use of restraint is warranted;
- The simulated experience of administering and receiving a variety of physical restraint techniques, ranging from minimal physical involvement to very controlling interventions;

- Instruction regarding the effects of physical restraint on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
- Instruction regarding documentation and reporting requirements and investigation of injuries and complaints; and
- Demonstration by participants of proficiency in administering physical restraint.

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

3. Seclusion

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

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

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

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

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

The procedures for use of seclusion include:

- An adult who is responsible for supervising the student shall remain within close proximity of the enclosure.
 - The adult responsible for supervising the student must periodically check on the student visually if possible.
- C. Timeline. A student shall not be kept in seclusion for more than 20 minutes after the student ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which isolated time out would be an appropriate intervention.
- D. Training. Orientation will be provided to staff members who are anticipated to be involved in the use of seclusion. The orientation shall cover the procedures contained in this Guidance.

4. Documentation and Evaluation

- A. Documentation of Use of Physical Restraint or Seclusion. A written record of each use of seclusion or physical restraint shall be prepared and maintained in the student's 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;
- The date on which the parent or guardian was notified.

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

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

- b. 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 and provided to the Administrator or Administrator’s designee.

Legal Reference:	
Date of Adoption:	

B. Removal of Students and Interviews of Students

It shall be the policy of the ESU to follow the policy of the school in which each individual student is enrolled with respect to the removal of students and interviews of students to the extent that such school policies are consistent with the effective operations of the ESU. In the absence of such a school policy, or when the school policy has not been provided to the ESU, the following procedures shall be used.

1. Removal of Students by Law Enforcement Officials

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

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

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

- a. The student should be released after appropriate measures are taken and documented to ensure that the officer has the authority to take the student.
- b. Upon releasing the student, the school in which the student is enrolled has a statutory responsibility to inform the student’s parent or guardian of the removal. To assist the school in meeting this responsibility, the ESU employee who has released the student shall contact an appropriate administrator of the school in which the student is enrolled. The school

administrator shall be informed of any circumstances that warrant a delay in immediately contacting the parent or guardian, such as information which suggests that immediate notification could interfere with the peace officer's performance of duties or create a dangerous situation for the student or peace officer.

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

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

2. Interviews of Students by Law Enforcement Officials

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

- a. If an interview of a student is requested during school hours concerning an ongoing investigation of a crime not related to the ESU, questioning should not take place until the student's parent, guardian or custodian has been contacted, either by the ESU or by an appropriate administrator of the school in which the student is enrolled, and permission is given for such interview. The consent should be documented. The presence of an ESU employee during the interview is not necessary.
- b. If an investigator represents that an interview is necessary to collect information concerning an allegation of child abuse or neglect or an offense involving a family relation and it is clear that obtaining parental consent for the interview would be impossible or counter-productive, the interview may be conducted on ESU premises without such consent. In these situations, an employee of the ESU or the school in which the student is enrolled should be present during the interview to ensure that the interview relates only to those matters specified by the law enforcement official.
- c. If the investigation relates to an incident which took place on ESU or school premises or during instructional time, it is not necessary to obtain parental consent for an interview. In these situations, an employee of the ESU or the school in which the student is enrolled should be present during the

interview to ensure that the interview relates only to the incident which took place on ESU or school premises or during instructional time or something which is directly related thereto.

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

3. Disclosure of Student Records

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

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

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

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

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

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

Section 6 Student Conduct

A. Student Conduct Rules

Students are to be held responsible for compliance with the student conduct rules of the school district in which they are enrolled. ESU employees shall report conduct violations to the

responsible administrator of such school as appropriate for disciplinary action, subject to the student's IEP or 504 Plan.

The Administrator or designee is authorized to establish additional conduct rules for students while participating in ESU programs and such conduct rules, when approved by the Board, shall have the effect of Board-approved policy.

Legal Reference:	
Date of Adoption:	

B. Anti-Bullying

One of the missions of the ESU 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 administration and staff are to implement strategies and practices to identify and prevent inappropriate behaviors by all students, including anti-bullying education for all students. Inappropriate behaviors include bullying, intimidation, and harassment. Bullying means any ongoing pattern of physical, verbal, or electronic abuse in areas within the control or jurisdiction of the ESU.

Legal Reference:	§ 79-2,137 §§79-254 to 79-296 (Student Discipline Act) NDE February 2003 State Board Action; Reaffirmed December 2005
Date of Adoption:	

C. Search and Seizure

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

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

1. ESU officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or rule violation.
2. Illegal items or other items reasonably determined to be a threat to the safety of others, a threat to educational purposes, or a prohibited nuisance item may be seized

by ESU officials. Any firearm shall be confiscated and delivered to law enforcement as soon as practical.

3. Items which are used to disrupt or interfere with the educational process may be removed from student possession.
4. The appropriate administrator of the school in which the student is enrolled is to be notified when items are discovered that would warrant discipline of the student under the school's student code of conduct.

Legal Reference:	
Date of Adoption:	

Section 7 Student Health

A. Prohibition on Mandatory Medication

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

Legal Reference:	20 U.S.C. 1400 et seq. 34 CFR Part 300 (Individuals with Disabilities Education Act and regulations) 92 NAC 51 (NDE Rule 51)
Date of Adoption:	

B. Dispensing Medications

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

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

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

permission to administer the medication during school. (Note: All references to “caretaker” in this policy shall mean a parent, foster parent, family member, or legal guardian who provides care for the student for whom medication is to be administered. The laws include a “friend” as a caretaker, but the school will not ordinarily recognize such an individual as a “caretaker” for the purposes of medication administration).

- c. Original Packaging: The medication is in its original packaging and is labeled as dispensed by the prescriber or pharmacist. The label must name the student and identify the medication, strength, time interval and route to be administered. If needed, the physician may be contacted for clarification.
2. Authorizations for Non-Prescription Medications. Non-prescription medications may be administered provided that a caretaker’s authorization is provided in the form established by the Administrator or designee and the medication is in its original packaging.
3. Renewal of Authorizations. Medication authorizations must be renewed annually and updated immediately as changes occur.
4. Documentation. Accurate medication administration records are to be kept and maintained. Documentation of each dose of medication administered shall be made reflecting the student’s name, the name of the medication, date, time, dosage, route, the signature and title of the person administering the medication and any unusual observations, and any refusal by the recipient to take or receive the medication. Medication documentation shall be kept confidential in accordance with the policies and practices concerning student records, provided that medication administration records shall be available to the Department of Education and the Department of Health and Human Services Regulation and Licensure for inspection and copying according to the Family Education Rights and Privacy Act (FERPA) requirements. Such medication administration records shall be maintained for not less than two years.
5. Storage. Medication shall be stored in a locked or otherwise secure area in accordance with the manufacturer’s or dispensing pharmacist’s instructions or temperature, light, humidity, or other storage instructions. Only authorized personnel who are designated by the administration shall have access to the medications. The school nurse shall establish procedures for monitoring the storage and handling of medication, the medication's expiration date, and the disposal of medication.
6. Receipt and Disposal of Medications. Medication shall be delivered to ESU personnel and picked up by the parent. When medication is received, the amount received should be documented. Medication which is either past the expiration date or not claimed by the parent a reasonable time following the student’s departure from the ESU program shall be destroyed. Procedures for destroying medication shall include witness and documentation.

7. Administration of Medication by ESU Personnel.

- a. Administration of Medication: Administration of medication includes, but is not limited to:
 - i. Providing medications for another person according to the “five rights” (getting the right drug to the right recipient in the right dosage by the right route at the right time);
 - ii. Recording medication provision; and
 - iii. Observing, monitoring, reporting, and otherwise taking appropriate actions regarding desired affects, side effects, interactions, and contraindications associated with the medication.

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

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

- c. Routes of Medication Administered by ESU Personnel:
 - i. Routine Medication via Oral, Inhalation, Topical, and Instillation Routes: School nurses and medication competent staff may provide routine medications (meaning the frequency of administration, amount, strength, and method are specifically fixed) by the following routes:
 - a. Oral, which includes any medication given by mouth including sublingual (placing under the tongue) and buccal (placing between the cheek and gum) routes and oral sprays;
 - b. Inhalation, which includes inhalers, and nebulizers. Oxygen may be given by inhalation;
 - c. Topical application of sprays, creams, ointments, and lotions and transdermal patches; and

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

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

C. Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions

It is the policy of ESU ___ to follow the Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Emergency Protocol) and related policies of the school in which the ESU provides services in the school ESU’s 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 each school ESU.
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 non-medical 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.

Legal Reference:	NDE Rule 59.006
Date of Adoption:	

D. Student Self-Management of Asthma, Anaphylaxis, and Diabetes

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

Legal Reference:	§§ 79-224 and 79-225
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Date of Adoption:	
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E. Emergency Medical Aid

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

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

Legal Reference:	
Date of Adoption:	

Section 8 Required Trainings

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

Section 9 Communicable and Infectious Diseases

A. Procedures for Control of Communicable Diseases.

The ESU shall cooperate with county and state health departments in developing procedures for the control of communicable disease in ESU programs and activities. Procedures shall conform to the regulations for communicable disease control set up by the state health department. The Administrator or designee shall establish an exposure control plan in accordance with OSHA’s “Occupational Exposure to Blood-Borne Pathogens” Standard.

B. Students

1. Contagious and Infectious Diseases. Contagious and infectious diseases subject to this part include those diseases regulated by the Nebraska Department of Health and Human Services 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 attending ESU 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 program setting.

2. Bloodborne Pathogen Communicable Diseases. Communicable diseases subject to this part include diseases spread via bloodborne pathogens, including Human immunodeficiency virus (HIV) (including AIDS) and Hepatitis B (only carriers are of concern). A student with such a disease shall not be excluded or be subject to different treatment concerning services or participation in activities in the absence of an individualized determination that exclusion or modifications are appropriate because the student's condition poses an imminent threat to the health or the safety of others in the ESU school or program community. Such a determination shall be made by following established policies and procedures for students with chronic health problems or students with disabilities. Decision makers are to consult with the student's physician and parent or guardian; respect the student's and family's privacy rights; and reassess the placement if there is a change in the student's need for accommodations or services.

In making such a determination, the following factors will be evaluated: (1) the nature of the disease; (2) the age of the student; (3) the behavior of the student; (4) the neurological development of the student; (5) the physical condition of the student; (6) the expected type of interaction which the student will have with other individuals in the proposed placement setting; (7) the degree to which other individuals may be exposed to infectious organisms; (8) the hygienic practices of the student; (9) the risk of transmission of the disease from the student to those individuals with whom the student will interact; and (10) any other pertinent factor reasonably related to the decision.

3. Reporting. Employees who become aware that a student has been diagnosed with or is suspected of having a reportable disease shall immediately inform the Administrator or designee, who shall notify the appropriate administrator of the school in which the student is enrolled and make a report to the Board of Health where required by law.

C. Employees

1. Contagious and Infectious Diseases. When an employee has a contagious or infectious disease which is in a communicable stage or presents more than a minimal risk of transmission to others, the employee should not report to work and is expected to follow the absence reporting procedures. Employees should in general follow the same guidelines for absence from work as a student is to follow under the guidelines of the Contagious and Infectious Disease Chart of the Nebraska Department of Health and Human Services regulations pertaining to school health and communicable disease control. Prior to returning to work,

employees shall upon request submit a physician's written statement stating that the employee is able to return to work and does not pose a significant risk of transmission of the disease to others.

2. Bloodborne Pathogen Communicable Diseases. Communicable diseases subject to this part include diseases spread via bloodborne pathogens, including Human immunodeficiency virus (HIV) (including AIDS) and Hepatitis B (only carriers are of concern). An employee with a communicable disease, or an applicant for employment, shall be employed or be continued in employment without consideration of the communicable disease provided the employee or applicant is able to perform the essential functions of the position with such reasonable accommodations as may be necessary and provided the communicable disease does not pose an imminent threat to the health or the safety of others within the employee's work environment. Employees who have a communicable disease are expected to conduct themselves in such a manner as to not place others at risk and, in the event reasonable accommodation is necessary to avoid such risk, to make a confidential request for such accommodation.

D. General Provisions

1. No Discrimination or Harassment. No employee or student shall be unlawfully discriminated against or subjected to harassment on the basis of having a communicable disease.
2. Privacy. Every employee has a duty to treat as highly confidential any knowledge or speculation concerning the bloodborne pathogen status of a student or other employee. Violation of medical privacy may be cause for disciplinary action against the employee, including possible termination.

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

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

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

4. Infection Control. All employees are required to consistently follow infection control guidelines. Employees are required to follow the exposure control plan of

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

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

Legal Reference:	173 NAC 3 (HHS Control of Communicable Disease regulation) §§ 20-167 and 20-168 (HIV/AIDs statutes) § 79-264 (student emergency exclusion) 29 CFR 1910.1030 (OSHA Bloodborne Pathogens regulation) ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq. Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq. Nebraska Fair Employment Practices Act--§§48-1101 to 48-1126 20 U.S.C. 1232g (FERPA)
Date of Adoption:	

Section 10 Student Fees

The ESU will not assess any fee to students in a manner inconsistent with the adopted Student Fee Policy of the school district in which the student is enrolled (“School District”). Further, the ESU will not assess any fee to students in the absence of specific authority within a contract for services between the ESU and the School District.

In the event that a student served by the ESU requires certain goods or services to be provided by the ESU when no counterpart service is available within the School District, any fees to be charged for any such goods or services by the ESU shall be specifically identified by the School and the ESU. Any fees assessed by the ESU at the direction of, or by contract with, the School shall be deemed a fee collected by the School District.

Legal Reference:	§§ 79-2,125 to 79-2,135 (Public Elementary and Secondary Student Fee Authorization Act)
Date of Adoption:	

Section 11 Transportation

A. Safe Pupil Transportation Plan

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

1. Weapons. Vehicles shall not transport any items, animals, materials, weapons or look-a-like weapons, explosive devices or bomb-related materials or equipment which could endanger the lives, health, or safety of the children, other passengers, and the driver. Look-a-like weapons associated with a school-sponsored or approved activity may be transported with written permission of an administrator of the District. Personal safety or security devices (such as tasers, mace or pepper spray) may only be transported with the prior approval of an administrator of the Administrator or Administrator's designee. If possible, these items should be secured and not visible or accessible to students while in the vehicle.

Upon becoming aware of a weapon aboard a vehicle, the driver will make every attempt to:

- a. Contact dispatch and notify them of the situation if possible. If not possible, the driver will make every attempt to contact dispatch from a cell phone (after parking on a shoulder or otherwise not moving) 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.
 - b. Pull vehicle over to safe and secure area.
 - c. Confiscate weapon (if doing so does not jeopardize student or driver safety).
 - d. Give description of weapon and participating parties to dispatch.
 - e. Dispatch will immediately notify appropriate law enforcement agencies and administration.
2. Pupil behavior. Students are expected to follow student conduct rules while in a vehicle. The pupil transportation driver is responsible for controlling behavior which affects safety and for reporting rule violations to administration. In the event a student violates Board policy regarding student conduct standards or otherwise engages in behavior that jeopardizes safety, the driver will make every attempt to:
 - a. First seek to resolve incident through discussion with the student(s) involved.
 - b. Contact dispatch and notify them of situation if possible. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
 - c. Activate emergency flashers.
 - d. Bring vehicle to a safe stop. Seek to resolve the incident, using physical force only as necessary to protect students or yourself.
 - e. Report and document discipline problems to the Administrator. Use a Bus Conduct Report/Incident Form, if available.
 3. Terrorist threats. A person commits a terroristic threat if the person threatens to

commit a crime of violence with the intent to terrorize another or with the intent of causing evacuation of a building, place of assembly or the vehicle 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. Contact dispatch and notify them of situation if possible. If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.
 - b. Make every attempt to keep passengers calm (this may mean complying with the terrorist).
 - c. Dispatch will immediately notify appropriate law enforcement agencies and administration.
 - d. Driver should wait for instructions from dispatch 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. Contact dispatch and notify them of situation if possible. If not possible, the driver will make every attempt to telephone dispatch 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 school administrator.
 - c. If more than five minutes away from a school site, go to the nearest school and follow the directions of the administrator.
 - 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 and Unattended Items. Upon becoming aware of a hazardous material aboard a pupil transportation vehicle, the driver will make every attempt to:
- a. Contact dispatch and notify them of situation if possible. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
 - b. Pull vehicle over to safe and secure area.
 - c. Give description of hazardous materials in question to dispatch.
 - d. Dispatch will immediately notify appropriate law enforcement and administration.
 - e. Driver should wait for instructions from dispatch if possible.

In the event an unattended item is discovered on or near the vehicle, the driver will seek to determine who the item belongs to and whether the item could be hazardous to the safety of those in the vehicle. Any unattended item that would break or could cause injury if

tossed about the inside of the vehicle when involved in an accident shall be secured. If it is determined that the item is not hazardous and need not be secured, the driver will not allow the item to distract the driver's attention to the task of operating the vehicle.

6. Medical emergencies. Upon becoming aware of a medical emergency aboard a vehicle, the driver will make every attempt to:
 - a. Contact dispatch and notify them of situation if possible. If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.
 - b. Dispatch will immediately notify appropriate medical agencies and administration.
 - c. Driver should follow instructions from dispatch, ESU officials, and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures.
 - d. Only if necessary, the driver should move passengers only enough to get them out of danger of traffic or fire. If moved, the driver and aide are to keep them where placed until a medical agency arrives, unless a parent has taken charge of their child. 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 vehicle, the driver will make every attempt to:
 - a. Pull vehicle over to safe and secure area if possible.
 - b. Contact dispatch and notify them of situation if possible. If not possible, the driver will make every attempt to telephone dispatch 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 secure area.
 - d. Driver should try to keep student passengers as calm as possible.
 - e. Dispatch 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 school administrator. Personal safety or security devices (such as tasers, mace or pepper spray) may only be transported with the prior approval of an administrator of the District. 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 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.
11. Vehicle drivers of small vehicles on activity trips. The ESU will provide drivers of small vehicles with instruction on and guidance for emergency evacuation procedures, first aid, and emergency equipment. Drivers of small vehicles are generally expected to follow this Plan in the event of an emergency evacuation. The ESU may provide additional guidance for drivers of small vehicles to increase student safety.
12. Student Instruction. At least twice during each school year, each pupil who is transported in an ESU vehicle shall be instructed in safe riding practices and participate in emergency evacuation drills.
13. Driver Capacity. To confirm a driver has the ability to conduct daily tasks and emergency evacuations, drivers must: (a) pass a prescribed physical examination administered by a Certified Medical Examiner at least every two years and provide the employer with a copy of the medical certificate; (b) pass a transportation screening every year; (c) participate in required in-service training which includes emergency evacuation training; and (d) if required, to have a Commercial Driver's License (CDL) to operate the vehicle, participate in the drug and alcohol testing program as required by federal law. All drivers must comply with all required drug and alcohol screenings and/or testing. Should a driver have a medical concern throughout the year, the Administrator or Administrator's designee will work with the driver to confirm a drivers' ability to conduct the daily tasks and emergency evacuations prior to transporting students.

Legal Reference:	§§ 79-318, 79-602, 79-607 and 79-608 NDE Rules 91 and 92
Date of Adoption:	

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 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 years; or,
3. Reckless driving or willful reckless, within the immediate prior 20 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 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 years; or,
3. Reckless driving or willful reckless, within the immediate prior 10 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 ___ and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.

Legal Reference:	NDE Rule 91
Date of Adoption:	



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ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
PAESSLER PRTG ENT MON 5Y Mfg. Part#: 811781 Electronic distribution - NO MEDIA Contract: Nebraska ESU Cooperative Purchasing (022-G)	1	8406964	\$26,493.11	\$26,493.11
PAESSLER PRTG ENT MON 5Y Mfg. Part#: 811781 Electronic distribution - NO MEDIA Contract: Nebraska ESU Cooperative Purchasing (022-G)	1	8406964	\$26,493.11	\$26,493.11
PAESSLER PRTG ENT MON 5Y Mfg. Part#: 811781 Electronic distribution - NO MEDIA Contract: Nebraska ESU Cooperative Purchasing (022-G)	1	8406964	\$26,493.11	\$26,493.11
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SALES TAX	\$0.00
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