



Regular Board of Directors Meeting

Educational Service Unit 7, Oak Room

2657 44th Avenue

Columbus, NE 68601-8537

Monday, June 15, 2020 at 5:30 PM

Attendance Taken at 5:32 PM.

Joyce Baumert: Present

Marni Danhauer: Absent

Donald Ellison: Present

Dan Hoesly: Absent

Doug Kluth: Present

Richard Luebbe: Present

Jennifer Miller: Present

Doug Pauley: Present

Tammy Roh: Absent

Richard Stephens: Present

Gary Wieseler: Present

Jack Young: Present

Present: 9, Absent: 3.

1. **Call the Meeting to Order**

LEADERSHIP • SERVICE • SUPPORT

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

Comments:

Roll call was taken at 5:32pm
Vice President Doug Kluth conducted the meeting.

Staff present:

Larianne Polk, Administrator

Linda Shefcyk, Business Manager

Mindy Reed, Secretary to the Board of Directors

Marci Ostmeyer, Professional Development Director

Darus Mettler, Special Education Director

Tami Clay, Incoming Special Education Director

Dan Ellsworth, Network Operations Director

1. Notification of Open Meetings Law

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

2. Roll Call

3. Absent Board Members

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

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

Marni Danhauer: Absent

Dan Hoesly: Absent

Tammy Roh: Absent

Joyce Baumert: Yea

Donald Ellison: Yea

Doug Kluth: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

Tammy Roh absent.

Marni Danhauer absent.

Dan Hoesly absent.

4. Pledge of Allegiance All members present participated in the Pledge of Allegiance.

2. Approval of Agenda

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

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

Agenda as presented Passed with a motion by Donald Ellison and a second by Doug Pauley.

Marni Danhauer: Absent

Dan Hoesly: Absent

Tammy Roh: Absent

Joyce Baumert: Yea

Donald Ellison: Yea

Doug Kluth: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

Agenda approved.

3. Welcome Visitors No visitors present.

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

Citizens wishing to address the Board on a certain agenda item must notify the Educational Service Unit Administrator prior to the board meeting. Citizens wishing to present petitions to the Board may do so at this time. However, the Board will only receive the petitions and not act upon them or their contents. No public comments provided.

5. **Consent Agenda**

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

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

Consent Agenda Includes:

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

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

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

by Gary Wieseler.

Marni Danhauer: Absent

Dan Hoesly: Absent

Tammy Roh: Absent

Joyce Baumert: Yea

Donald Ellison: Yea

Doug Kluth: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

Consent agenda was approved.

1. Minutes

This is a consent item.

2. Presentation of Bills # 70921 through # 70998 totaling \$744,159.76

3. The summary of bills for the current month total:\$744,159.76- Bills # 70921 through # 70998

4. No Inservice this month

5.	6. Amount	7. Vendor	8. Description
9.	10. \$8,637.16	11. Amazon	12. Tech/SPED/Migrant/Title III general supplies/equip.
13.	14. \$5,750.00	15. Anne Elisec Record	16. Title IIA Consultant-Math Conference

		0		
17.	18.	\$ 10,428.00	19. Apple Computer	20. SPED computer equipment
21.	22.	\$ 11,444.00	23. Apple Computer	24. SPED/Business/Grants computer equipment
25.	26.	\$ 16,886.35	27. Boone Central Schools	28. Title I reimbursement
29.	30.	\$ 8,860.86	31. Capital One	32. Grants/General equipment/supplies/registrations
33.	34.	\$ 12,477.00	35. CD W-G	36. Technology for school flow through
37.	38.	\$ 40,063.	39. Central City Public	40. Title I Reimbursement

		8 8	Sch ool	
41.	42.	\$ 1 8, 5 3 6. 2 1	43. Cla rks on Pub lic Sch ool	44. Title I Reimbursemen t
45.	46.	\$ 1 8, 1 4 4. 0 0	47. Col um bus Pub lic Sch ool	48. SPED Deaf Ed. Contract
49.	50.	\$ 1 1, 9 5 2. 4 2	51. Eak es Offi ce Sol utio ns	52. SPED/Producti on copier maintenance agreements
53.	54.	\$ 2 7, 3 9 2. 0 2	55. Gal e/C eng age Lea rnin g	56. Media web/cloud based software

This is a consent item.

57. Authorization of Administrator to Sign for Federal/State Funds This Board action authorizes Administrator Polk to be the official signature for all federal and state program funds from July 15, 2019-July 31, 2020.

This is a consent item.

58. 2020-2021 Contract for Hayley Murphy, School Psychologist Intern. Insert brief description here. Attach resume if provided. Do not need to attach contracts for Classified Staff.

This is a consent item.

59. 2020-2021 Contract for Ronelle Jackson, Mental Health Practitioner 2020-2021 Contract for Ronelle Jackson, Mental Health Practitioner

60. 2020-2021 Contract for Nicki Brigham, Nebraska Licensed Registered Nurse. 2020-2021 Contract for Nicki Brigham, Nebraska Licensed Registered Nurse.

6. Treasurer's Report

This is a consent item.

7. Treasurer's Report as presented. Passed with a motion by Jack Young and a second by Joyce Baumert.

8. Marni Danhauer:	9. Absent
10. Dan Hoesly:	11. Absent
12. Tammy Roh:	13. Absent
14. Joyce Baumert:	15. Yea
16. Donald Ellison:	17. Yea
18. Doug Kluth:	19. Yea
20. Richard Luebbe:	21. Yea
22. Jennifer Miller:	23. Yea
24. Doug Pauley:	25. Yea
26. Richard Stephens:	27. Yea
28. Gary Wieseler:	29. Yea
30. Jack Young:	31. Yea

Yea: 9, Nay: 0, Absent: 3

Administrator Polk reviewed the Treasurer's Report.

32. Budgeting for additional 1% Budget Authority

Nebraska Statute allows an additional 1% in budgeted property tax asking requiring an affirmative vote of 75% of the governing body for approval. These additional budget authority dollars remain critical as we continue to operate with the one and a half cent levy, no state aid funding for 2020-2021, and spending restrictions for the upcoming years. In the event valuations change or additional funding becomes available, this action will allow ESU 7 additional budget authority to access those dollars.

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

Budgeting for additional 1% Passed with a motion by Joyce Baumert and a second by Jack Young.

Marni Danhauer:	Absent
Dan Hoesly:	Absent
Tammy Roh:	Absent
Joyce Baumert:	Yea
Donald Ellison:	Yea

Doug Kluth: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

Administrator Polk explained what the 1% budget authority means.

33. Budget Hearing and Budget Summary - Thursday, September 17 at 5:15 p.m. in the ESU 7 Oak Room

Recommendation: Discuss, consider and take any action necessary to approve the date for the 2020-2021 ESU 7 Budget Hearing and Budget Summary on Monday, September 17th, 5:15 p.m. ESU 7 Oak Conference Room.

34. 2020-2021 ESU 7 Budget Hearing and Budget Summary on Thursday, September 17th, 5:15 p.m. ESU 7 Oak Conference Room Passed with a motion by Jennifer Miller and a second by Doug Pauley.

35. Marni Danhauer:	36. Absent
37. Dan Hoesly:	38. Absent
39. Tammy Roh:	40. Absent
41. Joyce Baumert:	42. Yea
43. Donald Ellison:	44. Yea
45. Doug Kluth:	46. Yea
47. Richard Luebbe:	48. Yea
49. Jennifer Miller:	50. Yea
51. Doug Pauley:	52. Yea
53. Richard Stephens:	54. Yea
55. Gary Wieseler:	56. Yea
57. Jack Young:	58. Yea

Yea: 9, Nay: 0, Absent: 3

The agenda item noted the meeting was Monday, September 17. This needs to be corrected to Thursday, September 17.

59. Final Tax Request Hearing - Thursday, September 17 at 5:25 p.m. in the ESU 7 Oak Room

Recommendation: Discuss, consider and take any action necessary to set the 2020-2021 ESU 7 Final Tax Request Hearing on Monday, September 17th, 5:25 p.m. ESU 7 Oak Conference Room.

2020-2021 ESU 7 Final Tax Request Hearing on Thursday, September 17th, 5:25 p.m. ESU 7 Oak Conference Room Passed with a motion by Doug Pauley and a second by Jennifer Miller.

Marni Danhauer: Absent
Dan Hoesly: Absent

Tammy Roh: Absent
Joyce Baumert: Yea
Donald Ellison: Yea
Doug Kluth: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

The agenda item noted the meeting was Monday, September 17. This needs to be corrected to Thursday, September 17.

60. Reading of Article IV, Section 1, D Employee Benefits

Recommendation: Discuss, consider and take all necessary action to approve Article IV, Section 1, D Employee Benefits.

1. Article IV, Section 1, D Employee Benefits.

- Related Policies: 3.03. Added Health Insurance

Approve Article IV, Section 1, D Employee Benefits as amended Passed with a motion by Joyce Baumert and a second by Gary Wieseler.

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

Yea: 9, Nay: 0, Absent: 3

Administrator Polk reminded the Board that last month was the first reading of this policy. The term "terminated" was changed. The Health Insurance Benefit section was added to the policy. Administrator Polk read through the Health Insurance Policy portion. It was recommended to strike through the sentence, "The cost of health insurance is a shared responsibility between the Board and the qualified employee groups." The new sentence replacing the sentence that was previously removed will read, "The cost of health insurance is prorated to the personnel's FTE. Please reference the personnel handbook for insurance rates."

61. Recommend closing the book on all previous policy manuals and use the newly

adopted Board policy book.

Move to close the book on all previous policy manuals and use the newly adopted Board policy book.

Move to close the book on all previous policy manuals and use the newly adopted Board policy book as presented Passed with a motion by Jennifer Miller and a second by Donald Ellison.

Marni Danhauer: Absent

Dan Hoesly: Absent

Tammy Roh: Absent

Joyce Baumert: Yea

Donald Ellison: Yea

Doug Kluth: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

This board action removes the former policy book previously approved by the Board.

62. Educational Service Unit Cen7ter and Learning Academy Handbooks
Annually, the Board of Educational Service Unit 7, will review and approve the ESU 7 Student Handbooks.

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

63. Review and approve handbook policy: Article III, Section 7, G Internet Safety; Article V, Section 5, A Child Abuse and Neglect; Article V, Section 5 C Use of Restraint and Seclusion; Article V, Section 5, D Removal of Students and Interviews of Students; Article V, Section 6, B Search and Seizure; Article V, Section 6, C Anti Bullying; Article V, Section 7, B Dispensing Medications; Article V, Section 7, F Wellness Passed with a motion by Joyce Baumert and a second by Jack Young.

- | | |
|---------------------|------------|
| 64. Marni Danhauer: | 65. Absent |
| 66. Dan Hoesly: | 67. Absent |
| 68. Tammy Roh: | 69. Absent |
| 70. Joyce Baumert: | 71. Yea |
| 72. Donald Ellison: | 73. Yea |
| 74. Doug Kluth: | 75. Yea |
| 76. Richard Luebbe: | 77. Yea |

- | | | | |
|-----|-------------------|-----|-----|
| 78. | Jennifer Miller: | 79. | Yea |
| 80. | Doug Pauley: | 81. | Yea |
| 82. | Richard Stephens: | 83. | Yea |
| 84. | Gary Wieseler: | 85. | Yea |
| 86. | Jack Young: | 87. | Yea |

88. Yea: 9, Nay: 0, Absent: 3

89. Approval of handbooks for the Educational Service Unit 7 Cen7ter and Learning Academy Programs Passed with a motion by Richard Stephens and a second by Jennifer Miller.

- | | | | |
|------|-------------------|------|--------|
| 90. | Marni Danhauer: | 91. | Absent |
| 92. | Dan Hoesly: | 93. | Absent |
| 94. | Tammy Roh: | 95. | Absent |
| 96. | Joyce Baumert: | 97. | Yea |
| 98. | Donald Ellison: | 99. | Yea |
| 100. | Doug Kluth: | 101. | Yea |
| 102. | Richard Luebbe: | 103. | Yea |
| 104. | Jennifer Miller: | 105. | Yea |
| 106. | Doug Pauley: | 107. | Yea |
| 108. | Richard Stephens: | 109. | Yea |
| 110. | Gary Wieseler: | 111. | Yea |
| 112. | Jack Young: | 113. | Yea |

Yea: 9, Nay: 0, Absent: 3

Administrator Polk explained that the policies in the handbooks will be reviewed annually. This is simply an approval of existing policies. The handbooks themselves did not change much. There were some areas that said "the Administrator will..." and those were cleared up to say which Administrator it was referring to. The biggest change in the handbooks were the sign-off pages at the end. The current 19-20 handbook had one parent approval page which had five approvals with one signature. Each one of the items on the form has been broken out to individual pages needing a signature on each page.

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

The ESU 7 Board of Directors will not meet in July, 2020. This Board action gives authority to the Administrator to pay July bills. The ESU 7 Board will approve these expenses in the next possible Board Meeting.

Recommendation: Discuss, consider and take any action to approve the Administrator's payment of bills in July 2020.

Authorization of the Administrator to Pay July Bills Passed with a motion by Jennifer Miller and a second by Joyce Baumert.

- | | |
|-----------------|--------|
| Marni Danhauer: | Absent |
| Dan Hoesly: | Absent |
| Tammy Roh: | Absent |

Joyce Baumert: Yea
Donald Ellison: Yea
Doug Kluth: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea

Yea: 9, Nay: 0, Absent: 3

Administrator Polk noted the Board does not meet in July. Administrator Polk needs the authority to pay the bills for ESU 7 in July. The Board will review and approve what was spent in August.

115. ESU 7 COVID-19 Pay Resolution

After consultation with legal council it is recommended that the following resolution be adopted and approved for up to four weeks.

Recommendation: Discuss, consider and take all necessary action to approve the ESU 7 COVID-19 Pay Resolution.

116. Approval of ESU 7 COVID-19 Pay Resolution as amended Passed with a motion by Richard Luebbe and a second by Doug Pauley.

117. Marni Danhauer:	118. Absent
119. Dan Hoesly:	120. Absent
121. Tammy Roh:	122. Absent
123. Joyce Baumert:	124. Yea
125. Donald Ellison:	126. Yea
127. Doug Kluth:	128. Yea
129. Richard Luebbe:	130. Yea
131. Jennifer Miller:	132. Yea
133. Doug Pauley:	134. Yea
135. Richard Stephens:	136. Yea
137. Gary Wieseler:	138. Yea
139. Jack Young:	140. Yea

Yea: 9, Nay: 0, Absent: 3

Vice President Doug Kluth added the resolution needs to be amended to 8 weeks instead of the documented 4 weeks since the Board does not meet in July.

Administrator Polk added ESU 7 is at a Level 2 Open status right now. All staff are working so there is no need for this resolution at this time and it may not be needed as long as the COVID-19 situation continues to improve. The COVID-19 Guide is a very fluid and highly collaborative document including input from ESU 7's Health Departments.

141. **Administrator's Report General** Goals - Attached for your Review

ESUCC Update

Upcoming Events

Update on staff recruitment

Board Members up for election

Administrator Polk provided an ESUCC update - ESUCC partnered with UNL Innovation Campus who partnered with the Ethanol Board to produce and distribute hand sanitizer. ESUCC partnered with them to get hand sanitizer to distribute to the schools. ESU 7 received 330 gallons and distributed them out to schools. The hand sanitizer is free to the schools. ESU 7 has more than 1,200 gallons of additional hand sanitizer coming mid-July. ESUCC is working with DHHS on face masks. We are looking at 2 masks per staff and student with the hopes of getting 5 masks per staff and student. If we receive 5, we will have about 2,200 masks to distribute before school starts. Administrator Polk continues to meet with the Commissioner and his office, Directors, Superintendents, and the Health Departments a few times a week.

According to the ESU 7 COVID-19 Guide, in-person meetings have started to be scheduled while following current DHM guidelines. The Directors have discussed the All Staff Meeting in Fall with the intention to have it in person across the ESU 7 campus.

Administrator Polk provided a report of staff recruiting methods and ideas to Vice President Kluth, please see the attached report for details.

Board Members still needing to submit their election paperwork by the July 15 deadline: Gary Wieseler, Dick Luebbe, and Tamra Roh.

1. Services Update SIMPL Update

Quarterly Report

Zoom delivered services

Items inside this item include visit updates, quarterly report, director reports, etc. SIMPL Update - SIMPL is the statewide database for ESU services. In SIMPL, 2,670 activities have been logged since August 1, 2019. Since March 1, 2020 there have been 1,186 activity logs entered. This gives information about how busy staff have been during the past couple of months.

Professional Development Director Ostmeyer update - From March 20, 2020 to April 30, 2020, members of the PD Dept. and the Mental Health Practitioner have had 435 people attend Zoom sessions. Teachers wanted to receive support, talk to each other, and receive resources. April was focused on support. In May there were 108 Principals in the Zoom meetings; it was a split between elementary and secondary school Principals. Principal Zoom meetings are still taking place. There have been meetings added giving

information about self-care for teachers. There have been interactive Zoom sessions offered for teachers. Participant numbers are better than they have been before.

Special Education Director Mettler update - The Special Education Department have been having Zoom meetings with individuals, groups, and with parents. Director Mettler showed the end of the year videos for the Learning Academy and Cen7ter.

Technology Director Ellsworth update - The Tech Department connected over 2,000 teachers to Zoom. The Tech Department used Zoom to remote into computers to help resolve technology issues.

Administrator Polk emphasized the positive message of returning to work and school in the fall. All precautions will be in place to provide a safe place for staff and students.

2. Facilities Update The Administrator will provide a facilities update during this item.

Proposed Summer Hours: Monday-Thursday 7:00am-4:30pm with 1/2 hour lunch. Friday 7:30am-11:30am.

Door Lock Update Director Ellsworth stated that the internal locks are finished. Director Ellsworth is waiting on some keys. The external door locks have been changed and the master keys have been assigned. The digital door locks are done. There were some issues with the equipment but another solution was found until the technology was corrected. The door lock project is finished.

Administrator Polk proposed new summer hours. Columbus Public has these same hours and ESU 7 and Columbus Public share a campus. ESU 7 will be open 40 hours a week. The hours will be Monday-Friday 7:00am-4:30pm and Friday from 7:30am-11:30am. ESU 7 has gathered data over the last two years and it was determined there is no Friday afternoon traffic in and out of the building. The proposed hours were reviewed with the different departments. Changing the hours would fall under the responsibility of the Administrator so therefore action is not necessary with this item. The rest of summer will be used as a pilot for the new hours. If the hours work well, ESU 7 may start the summer hours the Monday after the Spring All Staff Meeting and end the summer hours the Friday before the Fall All Staff Meeting going forward.

3. 2020-2021 Contract for Kris Johnson, Paraprofessional/Brailist. 2020-2021 Contract for Kris Johnson, Paraprofessional/Brailist. Administrator Polk approved and signed the contract.

142. **Committee Reports**

1. Budget Committee Report Chairman Pauley will provide an

update. Board Secretary and Budget Chairperson Pauley provided a Budget Committee update. The General Budget and the Special Education budgets were reviewed. Chairperson Pauley emphasized the responsibility of the ESU 7 Board is to be good stewards of ESU 7 taxpayers. Board Member Stephens requested additional meetings between the Budget Committee and the Negotiations Committee in order to best make decisions for employee total compensation. These meetings will be arranged for the 2020 negotiations season. Administrator Polk will schedule a preliminary meeting with Board Members Stephens or Miller along with her and the ESUEA Negotiations chairperson.

143. Appoint Vice President Officer Position to fill vacancy created by Doug Kluth's resignation.
Vice Present position will become vacant July 1, 2020.

144. Approve Gary W. as Vice Present to fill the vacancy. Passed with a motion by Donald Ellison and a second by Jennifer Miller.

145. Marni Danhauer:	146. Absent
147. Dan Hoesly:	148. Absent
149. Tammy Roh:	150. Absent
151. Gary Wieseler:	152. Abstain (Without Conflict)
153. Joyce Baumert:	154. Yea
155. Donald Ellison:	156. Yea
157. Doug Kluth:	158. Yea
159. Richard Luebbe:	160. Yea
161. Jennifer Miller:	162. Yea
163. Doug Pauley:	164. Yea
165. Richard Stephens:	166. Yea
167. Jack Young:	168. Yea

Yea: 8, Nay: 0, Absent: 3, Abstain (Without Conflict): 1

Board Member Gary Wieseler was appointed as the Vice President Officer Position to fill the vacancy, through December 2020, created by Board Vice President Kluth's resignation.

169. Adjournment Meeting adjourned at 7:03pm.

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

ATTORNEY GENERAL GUIDANCE ON EXECUTIVE ORDER NO. 20—03 CORONAVIRUS — PUBLIC MEETINGS REQUIREMENT LIMITED WAIVER

Posted:

Tuesday, March 17, 2020

Nebraskans are facing unprecedented challenges to conduct open, public meetings in the face of the Coronavirus pandemic. Recommendations to limit social gatherings to fight the spread of the virus have generated several questions and concerns about the ability of public bodies to meet electronically. In response, earlier today Governor Ricketts issued Executive Order No. 20—03 (“Order”), which provides a limited waiver of certain requirements of the Nebraska Open Meetings Act, Neb. Rev. Stat. §§ 84-1407 to 84-1414 (2014, Cum. Supp. 2018, Supp. 2019). The Order permits all public bodies in the state to meet by videoconferencing, telephone conference call, and other telecommunications applications, so long as members of the public and the media are provided access to the meetings in some manner. The Order requires that any public body that elects to meet by these means (1) provide reasonable advance publicized notice of its meeting and (2) prepare an agenda of items to be discussed at the meeting. See Neb. Rev. Stat § 84-1411(1) (Supp. 2019). Provisions in Neb. Rev. Stat. § 84-1411(2) and (3) requiring public access to videoconference sites and telephone conference sites are waived by the Order. All other requirements of the Act relating to closed sessions, voting, minutes, etc., must be met. The Order applies to all public meetings beginning today through May 31, 2020.

Updated Thursday, March 19, 2020

Since the issuance of the Order, our office has received numerous calls about its meaning and application. Some callers have interpreted the Order to mean that they can continue to have regular “in-person” meetings, but exclude the public from such meetings. Some have indicated that they plan to close the meeting and post a sign on the door giving the public a call-in number to the meeting being conducted.

Please keep in mind that the Order is a *limited* waiver of some of the provisions of the Open Meetings Act, specifically relating to videoconference and telephone conference meetings. The Order permits all public bodies in the state to meet by videoconferencing, telephone conference call, and other telecommunications applications, so long as access to the meeting is provided to members of the public and the media. All other provisions of the Open Meetings Act have not been waived. If a public body elects to have an in-person meeting, there is no legal basis in the Open Meetings Act or the Order to close the meeting to the members of the public and press who wish to attend.

Our conclusion above is also applicable to instances where there is a “mixed meeting”—i.e., a portion of the public body meets in person and a portion participates electronically. This office has indicated on multiple occasions that a “meeting” subject to the Open Meetings Act occurs when there is a quorum present and the members of the quorum are engaged in any of the

activities included in the definition of “meeting” set out in Neb. Rev. Stat. § 84-1409(2) (2014). If a quorum of the public body elects to physically meet to discuss public business, even though other members may be participating electronically, then members of the public and media should be allowed physical access to the meeting.

The Attorney General highly recommends that public bodies that wish to conduct virtual meetings in accordance with the Order indicate this in the meeting notice. The notice should clearly state how the members of the public and media may access the meeting. The notice should also indicate that since the meeting will be held electronically, and no quorum of the public body will be physically present together, there will be no public in-person attendance.

The Attorney General urges members of public bodies in Nebraska to use their best judgment in deciding how to proceed in light of the Coronavirus pandemic and the Governor’s Order.



STATE *of* NEBRASKA
OFFICE OF THE GOVERNOR
LINCOLN

**EXECUTIVE ORDER NO. 20-24
CORONAVIRUS – CONTINUED LIMITED WAIVER OF
PUBLIC MEETINGS REQUIREMENTS**

WHEREAS, in order to provide flexibility to assist in meeting the emergency conditions and subsequent impacts brought on from COVID-19, a state of emergency was declared in Nebraska on March 13, 2020; and

WHEREAS, the State of Nebraska is committed to providing seamless government operations that are open to the people of Nebraska throughout the state of emergency.

NOW THEREFORE, I, Pete Ricketts, Governor of the State of Nebraska, by virtue of the authority vested in me by the Constitution and laws of Nebraska, hereby issue this continued limited waiver of certain requirements of the Nebraska Open Meetings Act.

Pursuant to this declaration, I hereby order the following:

1. Executive Order No. 20-03, which is currently scheduled to end on May 31, 2020, shall remain in effect through June 30, 2020; and
2. The identical statutory waivers and conditions contained within Executive Order No. 20-03 shall continue through June 30, 2020.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the State of Nebraska to be affixed on this 19th day of May, 2020.



Pete Ricketts, Governor
State of Nebraska

Attest:

Robert B. Evnen,
Secretary of State
State of Nebraska

OPEN MEETING ACT (2019)

84-1407. Act, how cited.

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

Source:Laws 2004, LB 821, § 34.

84-1408. Declaration of intent; meetings open to public.

It is hereby declared to be the policy of this state that the formation of public policy is public business and may not be conducted in secret.

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

Source:Laws 1975, LB 325, § 1; Laws 1996, LB 900, § 1071; Laws 2004, LB 821, § 35.

84-1409. Terms, defined.

For purposes of the Open Meetings Act, unless the context otherwise requires:

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

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

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

(3) Videoconferencing means conducting a meeting involving participants at two or more locations through the use of audio-video equipment which allows participants at each location to hear and see each meeting participant at each other location, including public input. Interaction between meeting participants shall be possible at all meeting locations.

Source:Laws 1975, LB 325, § 2; Laws 1983, LB 43, § 1; Laws 1989, LB 429, § 42; Laws 1989, LB 311, § 14; Laws 1992, LB 1019, § 124; Laws 1993, LB 635, § 1; Laws 1996, LB 1044, § 978; Laws 1997, LB 798, § 37; Laws 2004, LB 821, § 36; Laws 2007, LB296, § 810; Laws 2011, LB366, § 2.

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

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

(a) Strategy sessions with respect to collective bargaining, real estate purchases, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body;

(b) Discussion regarding deployment of security personnel or devices;

(c) Investigative proceedings regarding allegations of criminal misconduct;

(d) Evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting;

(e) For the Community Trust created under section 81-1801.02, discussion regarding the amounts to be paid to individuals who have suffered from a tragedy of violence or natural disaster; or

(f) For public hospitals, governing board peer review activities, professional review activities, review and discussion of medical staff investigations or disciplinary actions, and any strategy session concerning transactional negotiations with any referral source that is required by federal law to be conducted at arms length.

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

(2) The vote to hold a closed session shall be taken in open session. The entire motion, the vote of each member on the question of holding a closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. If the motion to close passes, then the presiding officer immediately prior to the closed session shall restate on the record the limitation of the subject matter of the closed session. The public body holding such a closed session shall restrict its consideration of matters during the closed portions to only those purposes set forth in the motion

to close as the reason for the closed session. The meeting shall be reconvened in open session before any formal action may be taken. For purposes of this section, formal action shall mean a collective decision or a collective commitment or promise to make a decision on any question, motion, proposal, resolution, order, or ordinance or formation of a position or policy but shall not include negotiating guidance given by members of the public body to legal counsel or other negotiators in closed sessions authorized under subdivision (1)(a) of this section.

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

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

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

Source:Laws 1975, LB 325, § 3; Laws 1983, LB 43, § 2; Laws 1985, LB 117, § 1; Laws 1992, LB 1019, § 125; Laws 1994, LB 621, § 1; Laws 1996, LB 900, § 1072; Laws 2004, LB 821, § 37; Laws 2004, LB 1179, § 1; Laws 2006, LB 898, § 1; Laws 2011, LB390, § 29; Laws 2012, LB995, § 17.

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

(1) Each public body shall give reasonable advance publicized notice of the time and place of each meeting by a method designated by each public body and recorded in its minutes. Such notice shall be transmitted to all members of the public body and to the public. Such notice shall contain an agenda of subjects known at the time of the publicized notice or a statement that the agenda, which shall be kept continually current, shall be readily available for public inspection at the principal office of the public body during normal business hours. Agenda items shall be sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting. Except for items of an emergency nature, the agenda shall not be altered later than (a) twenty-four hours before the scheduled commencement of the meeting or (b) forty-eight hours before the scheduled commencement of a meeting of a city council or village board scheduled outside the corporate limits of the municipality. The public body shall have the right to modify the agenda to include items of an emergency nature only at such public meeting.

(2) A meeting of a state agency, state board, state commission, state council, or state committee, of an advisory committee of any such state entity, of an organization created under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a public power district having a chartered territory of more than one county in this state, of the governing body of a public power and irrigation district having a chartered territory of more than one county in this state, of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of a risk management pool or its advisory committees organized in accordance with the Intergovernmental Risk Management Act, or of a community college board of governors may be held by means of videoconferencing or, in the case of the Judicial Resources Commission in those cases specified in section 24-1204, by telephone conference, if:

(a) Reasonable advance publicized notice is given;

(b) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio or visual recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if videoconferencing or telephone conferencing was not used;

(c) At least one copy of all documents being considered is available to the public at each site of the videoconference or telephone conference;

(d) At least one member of the state entity, advisory committee, board, council, or governing body is present at each site of the videoconference or telephone conference, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site; and

(e)(i) Except as provided in subdivision (2)(e)(ii) of this section, no more than one-half of the state entity's, advisory committee's, board's, council's, or governing body's meetings in a calendar year are held by videoconference or telephone conference; or

(ii) In the case of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act, such organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conferencing.

Videoconferencing, telephone conferencing, or conferencing by other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

(3) A meeting of a board of an educational service unit, of the Educational Service Unit Coordinating Council, of the governing body of an entity formed under the Interlocal Cooperation Act, the Joint Public Agency Act, or the Municipal Cooperative Financing Act, of the governing body of a risk management pool or its advisory committees organized in accordance with the

Intergovernmental Risk Management Act, of a community college board of governors, of the governing body of a public power district, of the governing body of a public power and irrigation district, or of the Nebraska Brand Committee may be held by telephone conference call if:

(a) The territory represented by the educational service unit, member educational service units, community college board of governors, public power district, public power and irrigation district, Nebraska Brand Committee, or member public agencies of the entity or pool covers more than one county;

(b) Reasonable advance publicized notice is given which identifies each telephone conference location at which there will be present: (i) A member of the educational service unit board, council, community college board of governors, governing body of a public power district, governing body of a public power and irrigation district, Nebraska Brand Committee, or entity's or pool's governing body; or (ii) A nonvoting designee designated under subdivision (3)(f) of this section;

(c) All telephone conference meeting sites identified in the notice are located within public buildings used by members of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or entity or pool or at a place which will accommodate the anticipated audience;

(d) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including seating, recordation by audio recording devices, and a reasonable opportunity for input such as public comment or questions to at least the same extent as would be provided if a telephone conference call was not used;

(e) At least one copy of all documents being considered is available to the public at each site of the telephone conference call;

(f) At least one member of the educational service unit board, council, community college board of governors, governing body of the public power district, governing body of the public power and irrigation district, Nebraska Brand Committee, or governing body of the entity or pool is present at each site of the telephone conference call identified in the public notice, except that a member of an organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis, an organization created under the Municipal Cooperative Financing Act, or a governing body of a risk management pool or an advisory committee of such organization or pool may designate a nonvoting designee, who shall not be included as part of the quorum, to be present at any site;

(g) The telephone conference call lasts no more than five hours; and

(h) No more than one-half of the board's, council's, governing body's, committee's, entity's, or pool's meetings in a calendar year are held by telephone conference call, except that:

(i) The governing body of a risk management pool that meets at least quarterly and the advisory committees of the governing body may each hold more than one-half of its meetings by telephone

conference call if the governing body's quarterly meetings are not held by telephone conference call or videoconferencing; and

(ii) An organization created under the Interlocal Cooperation Act that sells electricity or natural gas at wholesale on a multistate basis or an organization created under the Municipal Cooperative Financing Act may hold more than one-half of its meetings by telephone conference call if the organization holds at least one meeting each calendar year that is not by videoconferencing or telephone conference call.

Nothing in this subsection shall prevent the participation of consultants, members of the press, and other nonmembers of the governing body at sites not identified in the public notice. Telephone conference calls, emails, faxes, or other electronic communication shall not be used to circumvent any of the public government purposes established in the Open Meetings Act.

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

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

(6) A public body may allow a member of the public or any other witness other than a member of the public body to appear before the public body by means of video or telecommunications equipment.

Source:Laws 1975, LB 325, § 4; Laws 1983, LB 43, § 3; Laws 1987, LB 663, § 25; Laws 1993, LB 635, § 2; Laws 1996, LB 469, § 6; Laws 1996, LB 1161, § 1; Laws 1999, LB 47, § 2; Laws 1999, LB 87, § 100; Laws 1999, LB 461, § 1; Laws 2000, LB 968, § 85; Laws 2004, LB 821, § 38; Laws 2004, LB 1179, § 2; Laws 2006, LB 898, § 2; Laws 2007, LB199, § 9; Laws 2009, LB361, § 2; Laws 2012, LB735, § 1; Laws 2013, LB510, § 1; Laws 2017, LB318, § 1; **Laws 2019, LB212, § 5.**

Effective Date: September 1, 2019

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

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

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

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body may require any member of the public desiring to address the body to identify himself or herself.

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

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

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

(a) A member entity of the public body is located outside of this state and the meeting is in that member's jurisdiction;

(b) All out-of-state locations identified in the notice are located within public buildings used by members of the entity or at a place which will accommodate the anticipated audience;

(c) Reasonable arrangements are made to accommodate the public's right to attend, hear, and speak at the meeting, including making a telephone conference call available at an in-state location to members, the public, or the press, if requested twenty-four hours in advance;

(d) No more than twenty-five percent of the public body's meetings in a calendar year are held out-of-state;

(e) Out-of-state meetings are not used to circumvent any of the public government purposes established in the Open Meetings Act;

(f) Reasonable arrangements are made to provide viewing at other in-state locations for a videoconference meeting if requested fourteen days in advance and if economically and reasonably available in the area; and

(g) The public body publishes notice of the out-of-state meeting at least twenty-one days before the date of the meeting in a legal newspaper of statewide circulation.

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

(8) Public bodies shall make available at the meeting or the instate location for a telephone conference call or videoconference, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed at an open meeting. Public bodies shall make available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. At the beginning of the meeting, the public shall be informed about the location of the posted information.

Source:Laws 1975, LB 325, § 5; Laws 1983, LB 43, § 4; Laws 1985, LB 117, § 2; Laws 1987, LB 324, § 5; Laws 1996, LB 900, § 1073; Laws 2001, LB 250, § 2; Laws 2004, LB 821, § 39; Laws 2006, LB 898, § 3; Laws 2008, LB962, § 1.

84-1413. Meetings; minutes; roll call vote; secret ballot; when.

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

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

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

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

(5) Minutes shall be written, except as provided in subsection (6) of this section, and available for inspection within ten working days or prior to the next convened meeting, whichever occurs earlier, except that cities of the second class and villages may have an additional ten working days if the employee responsible for writing the minutes is absent due to a serious illness or emergency.

(6) Minutes of the meetings of the board of a school district or educational service unit may be kept as an electronic record.

Source:Laws 1975, LB 325, § 6; Laws 1978, LB 609, § 3; Laws 1979, LB 86, § 9; Laws 1987, LB 663, § 26; Laws 2005, LB 501, § 1; Laws 2009, LB361, § 3; Laws 2015, LB365, § 2; Laws 2016, LB876, § 1.

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

(1) Any motion, resolution, rule, regulation, ordinance, or formal action of a public body made or taken in violation of the Open Meetings Act shall be declared void by the district court if the suit is commenced within one hundred twenty days of the meeting of the public body at which the alleged

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

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

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

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

Source:Laws 1975, LB 325, § 9; Laws 1977, LB 39, § 318; Laws 1983, LB 43, § 5; Laws 1992, LB 1019, § 126; Laws 1994, LB 621, § 2; Laws 1996, LB 900, § 1074; Laws 2004, LB 821, § 40; Laws 2006, LB 898, § 4.



I pledge allegiance to the Flag of the

UNITED STATES OF AMERICA,

and to the Republic for which it stands,
one Nation under God, indivisible,
with liberty and justice for all.



Regular Board of Directors Meeting

Educational Service Unit 7, Oak Room

2657 44th Avenue

Columbus, NE 68601-8537

Monday, May 18, 2020 at 5:30 PM

Attendance Taken at 5:33 PM.

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

Present: 11, Absent: 1.

Attendance Update Taken at 5:50 PM.

Dan Hoesly: Present

Present: 12.

Dan Hoesly arrived at 5:50pm

1. Call the Meeting to Order

LEADERSHIP • SERVICE • SUPPORT

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

Roll call was taken at 5:33 pm

Vice President Doug Kluth conducted the meeting.

Staff present at ESU 7 Oak Room:

Larianne Polk, Administrator

Linda Shefcyk, Business Manager

Mindy Reed, Secretary to the Board of Directors

Doug Kluth, Vice President

Other Staff present remotely:

Marci Ostmeyer, Professional Development Director

Darus Mettler, Special Education Director

Dan Ellsworth, Network Operations Director

1.1. Notification of Open Meetings Law

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

1.2. Roll Call

1.3. Absent Board Members

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

Dan Hoesly arrived at 5:50pm.

1.4. Pledge of Allegiance

All members present participated in the Pledge of Allegiance.

2. Approval of Agenda

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

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

Agenda as presented Passed with a motion by Joyce Baumert and a second by Jennifer Miller.

Dan Hoesly: Absent

Joyce Baumert: Yea
Marni Danhauer: Yea
Donald Ellison: Yea
Doug Kluth: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Tammy Roh: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 11, Nay: 0, Absent: 1

3. **Consent Agenda**

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

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

Consent Agenda Includes:

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

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

Consent agenda as presented removing the treasurer's report for discussion from the Consent agenda. Passed with a motion by Jennifer Miller and a second by Joyce Baumert.

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

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

Richard Stephens requested that the Treasurer's Report be removed from the Consent Agenda for further discussion.

3.1. Minutes

This is a consent item.

3.2. Presentation of Bills #70851 through #70920 totaling \$ 636,636.16

The summary of bills for the current month total: \$636,636.16 - Bills #70851 through #70920
Inservice bills total: \$ 20.00

Check #	Amount	Vendor	Description
70854	\$5,417.79	Amazon	Tech/SPED/Migrant/Title III General Supplies/Equip.
70857	\$26,292.74	Applied Connective Technologies	Security door locks
70891	\$17,149.17	Osceola Public Schools	Title I Reimbursement
70892	\$30,798.80	Paper 101	Coop Purchasing Paper for Production
70904	\$6,825.00	UNL Attn: Carrie Brownyard	PRT/ASD Conference Registration

This is a consent item.

4. Treasurer's Report

This is a consent item.

Pulled from consent agenda - motion to approve as presented. Passed with a motion by Richard Stephens and a second by Donald Ellison.

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

Gary Wieseler: Yea
Jack Young: Yea
Yea: 12, Nay: 0

The Treasurer's Report was removed from the Consent Agenda for further discussion. Administrator Polk explained outstanding grant reimbursements and the process necessary to request reimbursement. Administrator Polk added that it is uncertain how the coronavirus pandemic will impact any future Federal grants that ESU 7 may apply for. As for the current grants, we are still expecting the amount that was previously approved.

5. Reading of Article I, Section 1, F Unit Calendar; Article I, Section 5, E Negotiations; Article III, Section 1, F Special Education Cooperative; Article III, Section 5, J Payment of Bills Prior to Board Authorization; Article IV, Section 1, C Salary Schedule Advancement; Article IV, Section 1, D Employee Benefits

Recommendation: Discuss, consider and take all necessary action to approve Article I, Section 1, F Unit Calendar; Article I, Section 5, E Negotiations; Article III, Section 1, F Special Education Cooperative; Article III, Section 5, J Payment of Bills Prior to Board Authorization; Article IV, Section 1, C Salary Schedule Advancement; Article IV, Section 1, D Employee Benefits.

1. Article I, Section 1, F Unit Calendar
- Related Policy: 3.15.03
2. Article I, Section 5, E Negotiations
- Related Policy: 3.51
3. Article III, Section 1, F Special Education Cooperative
- Related Policy: 1.14.01
4. Article III, Section 5, J Payment of Bills Prior to Board Authorization
- Related Policy: 2.10.01
5. Article IV, Section 1, C Salary Schedule Advancement
- Related Policy: 3.16
6. Article IV, Section 1, D Employee Benefits.
- Related Policies: 1.16, 3.03.01, 3.03.02, 3.06

Approve Article I, Section 1, F Unit Calendar as presented Passed with a motion by Tammy Roh and a second by Doug Pauley.

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

Tammy Roh: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 12, Nay: 0

Approve Article I, Section 5, E Negotiations as presented Passed with a motion by Richard Stephens and a second by Dan Hoesly.

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Doug Kluth: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Tammy Roh: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 12, Nay: 0

Approve Article III, Section 1, F Special Education Cooperative as presented, adding in ESU in front of Administrator, for clarification Passed with a motion by Doug Pauley and a second by Richard Stephens.

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Doug Kluth: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Tammy Roh: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 12, Nay: 0

Approve Article III, Section 5, J Payment of Bills Prior to Board Authorization as presented Passed with a motion by Joyce Baumert and a second by Jack Young.

Joyce Baumert: Yea

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

Yea: 12, Nay: 0

Approve Article IV, Section 1, C Salary Schedule Advancement as presented Passed with a motion by Doug Pauley and a second by Jennifer Miller.

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

Yea: 12, Nay: 0

Approve Article IV, Section 1, D Employee Benefits as presented Passed with a motion by Joyce Baumert and a second by Gary Wieseler.

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

Gary Wieseler: Yea
Jack Young: Yea
Yea: 12, Nay: 0

Administrator Polk explained that there are not many changes to the corresponding policies. In the COBRA portion of the policy, "terminated" means no longer working. We will need to address the language for "terminated" and bring that back for approval in the June Board Meeting along with health insurance policy language.

6. Updated numbering for Article V, Section 8, B Emergency Closure of ESU 7 Buildings and Article V, Section 8, C Emergency Exclusion of Persons from ESU 7.

Recommendation: Discuss, consider and take all necessary action to approve Article V, Section 8, B Emergency Closure of ESU 7 Buildings and Article V, Section 8, C Emergency Exclusion of Persons from ESU 7. Both policies were previously presented to the Board as Section 7.

Review and approve the updated Section 8 for both Article V, Section 8, B Emergency Closure of ESU 7 Buildings and Article V, Section 8, C Emergency Exclusion of Persons from ESU 7 Passed with a motion by Tammy Roh and a second by Jennifer Miller.

Joyce Baumert: Yea
Marni Danhauer: Yea
Donald Ellison: Yea
Dan Hoesly: Yea
Doug Kluth: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Tammy Roh: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 12, Nay: 0

Policy language has not changed since they were approved in March, the section number was changed from 7 to 8.

7. Recommend removing Board policies not set forth in the newly adopted Board policy book

Move to repeal and rescind all existing Board policies not set forth in the newly adopted Board policy book.

- 1) 3.02.01 Loan Policy

Rationale: Recommend removing from policy book since this is a procedure.

- 2) 2.11 Quantity Purchasing

Rationale: Contained in part in Article III, Section 5 - Purchasing. B - General Guidelines. E - Equipment, Materials, and Supplies

3) 2.08 Insurance and Bonding

Rationale: Contained in part in Article I, Section 4, E

4) 1.25 Material Disclaimer

Rationale: No longer relevant

Move to repeal and rescind all existing Board policies not set forth in the newly adopted Board policy book as presented Passed with a motion by Richard Stephens and a second by Marni Danhauer.

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Doug Kluth: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Tammy Roh: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 12, Nay: 0

Administrator Polk discussed the rationale why the policies do not need to be added. In the June Board Meeting, there will be one final policy action to close the book on all previous policy manuals.

8. ESU 7 2020-2021 General Calendar Revision

Recommendation: Discuss, Consider and take any necessary action to approve the ESU 7 2020-2021 General Calendar revision as presented. Revisions made include: August 13th was changed to an All Staff Training day. August 14th changed to LA/7 Inservice day. August 17th was changed to the Student Start Date.

ESU 7 2020-2021 General Calendar Revision as presented Passed with a motion by Donald Ellison and a second by Joyce Baumert.

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Doug Kluth: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Tammy Roh: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 12, Nay: 0

There was a date change regarding when the students would begin the 20-21 school year.

9. ESU 7 COVID-19 Pay Resolution

After consultation with legal council it is recommended that the following resolution be adopted and approved for up to four weeks.

Recommendation: Discuss, consider and take all necessary action to approve the ESU 7 COVID-19 Pay Resolution.

Approval of ESU 7 COVID-19 Pay Resolution and allowing Administrator Polk to sign on behalf of the Board due to the remote meeting and the Board being unable to physically sign Passed with a motion by Dan Hoesly and a second by Jennifer Miller.

Joyce Baumert: Yea
Marni Danhauer: Yea
Donald Ellison: Yea
Dan Hoesly: Yea
Doug Kluth: Yea
Richard Luebbe: Yea
Jennifer Miller: Yea
Doug Pauley: Yea
Tammy Roh: Yea
Richard Stephens: Yea
Gary Wieseler: Yea
Jack Young: Yea
Yea: 12, Nay: 0

This is the third month that this action item has been on the agenda. In the summer months and after tomorrow there will be no para's being paid because they are off contract in the summer.

10. Administrator's Report General

Goals - Attached for your Review
Board Vacancy

ESUCC Update Upcoming Events

Administrator Polk discussed the upcoming Board vacancy. The vacancy was advertised on the ESU 7 website starting May 14th. The interested candidates will need to turn in the paperwork by July 16th in order to appoint someone at the August 2020 Board Meeting. Administrator Polk has been reaching out to area Administrators for potential candidate names.

The District 6 opening will be put on the ballot. Non-incumbents have until August 3rd to file. Administrator Polk reviewed which Board Members were up for election this year. Incumbents have until July 15th to file.

10.1. Services Update

SIMPL Update

Special Education Early Childhood File Review Results

Administrator Polk will provide the Board with information for services deployed during the COVID-19 Crisis.

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

Darus Mettler (SpEd) - Special Education Staff have been involved in Zoom meetings, group Zoom meetings, Zoom meetings with parents, grading papers, Special Education paperwork including progress notes, Individual Education Plans, Prior Written Notices, and other required paperwork. Staff have also been involved in trainings and professional development. Early childhood staff was in a file review, ESU 7 did a great job. Last words from the reviewer were "absolutely best process in the state of Nebraska". Early Childhood team is incredible.

Marci Ostmeyer (PD) - Staff continues to do current work but from a remote location, such as adding new teachers to the database, managing media resources, conference registrations, booking Zoom rooms, providing materials to teachers, and other tasks that can be completed remotely. Our staff members are able to do a significant amount of their jobs while they are at home. Professional Development staff created a website with Zoom tutorials with over 2000 views on how to facilitate Zoom meetings. Our coaches still continue to meet with principles and teachers.

Dan Ellsworth (Tech) - Tech Department had to find a way to connect students and teachers outside of the building that were not used to technology. Zoom accounts went from approximately 40-50 before the pandemic to 1,400 during the pandemic. Nationally, Zoom went from 20,000 users to 20 million during this crisis. Tech is currently planning for summer support. Tech staff continues to work on databases, a new website, firewall updates, and other tech projects.

Administrator Polk stated that some decisions have been made for the summer. Summer is typically a 4-6 week event here for the Cen7ter Kids. We are going to do remote learning for

summer school and the decision had to be made last week. Special Education Director Mettler added that the extended school year is to help students maintain their skills, not to learn additional skills or catch up on what they may have missed during the pandemic. Administrator Polk added that ESU 7 is at a Level 2 Closure, the most restricted closure that we have. Given the information from the health department, Governor, and commissioners, ESU 7 determined a Level 2 Closure means 2-3 people on campus. We are moving to Level 1 Closure on June 1, 2020. We will continue to be closed to the public. We will authorize 10 people in the building each day. Office hours will be 8am-4pm starting June 1. Administrator Polk is not sure how long the Level 1 Closure will be in place, it depends on what the health department and Governor says. Administrator Polk will meet with the Directors every two weeks. At this point, we plan on holding the June Board Meeting on campus.

10.2. Facilities Update

The Administrator or designee will provide a facilities update during this item.

- Facility Security/Door Locks

- Academy/Warehouse gutters bid

Motion to authorize Administrator Polk to accept lowest bid for the Academy/Warehouse gutters contract amount not to exceed \$29,529. Passed with a motion by Doug Pauley and a second by Jennifer Miller.

Joyce Baumert: Yea

Marni Danhauer: Yea

Donald Ellison: Yea

Dan Hoesly: Yea

Doug Kluth: Yea

Richard Luebbe: Yea

Jennifer Miller: Yea

Doug Pauley: Yea

Tammy Roh: Yea

Richard Stephens: Yea

Gary Wieseler: Yea

Jack Young: Yea

Yea: 12, Nay: 0

Dan Ellsworth updated that the door locks will be finished up tomorrow. There are plans to lock the Tech area nightly as well as Linda's office due to the value of equipment and financial information. The main doors will be unlocked between 4:30pm-6:30pm on Board Meeting nights for the public to attend. The doors will remain locked otherwise. Name badges will be required to get into the building or the badge number can be entered. The last method, mainly used for guests or others wishing to enter the buildings, can be buzzed in by secretaries inside the building.

The warehouse gutters, particularly on the east side of the Learning Academy, leak and need replacement.

10.3. **Personnel**

All Classified/Non Cert Hires and Resignations under this item. Not an action item.

Resignation: Pazia Ryba, Cen7ter Para. Her last day was Monday May 4th.

Pazia Ryba, Cen7ter Para resigned due to accepting full-time work with full-time benefits. There is an active application open for para's on our careers page of the website.

10.3.1. Migrant Education Program Summer Work Agreements

Migrant Education Program

The MEP will have an alternate summer program in June and July. Summer Enrichment packets will be delivered by MEP staff to students in grades K-8 interested in participating. These packets will allow our program to reach students in smaller communities where we have not had summer programs in the past. The following 2020 Summer Staff are recommended for employment.

Staff:

Cindy Lorentzen
Katie Parlane
Mikki Wilcox

Administrator Polk noted these individuals will be hired for the Migrant Summer School Program.

10.4. Legislative Update

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

Administrator Polk gave the update that Legislature will reconvene on July 20.

11. **Committee Reports**

Board Member Richard Stephens noted the Handbook Committee meeting went pretty well and the Handbook is well written. Suggestions were well taken. It will be a solid handbook. All of the policies reflected in the handbook will come to the Board for review in June. No need for a follow up Handbook Committee meeting.

11.1. Budget Committee Report

Reports of Budget Committee activities and discussion will take place during this item. Chairperson Doug Pauley will provide a report of the Budget Committee activities.

Board Secretary Doug Pauley noted this was the first budget meeting of the year. Tasks and

duties were discussed. The Budget Committee started to get into the general budget this meeting. Right now, revenue is estimated 1.5% lower in the levy budgeted items. It is about what it was last year.

12. Adjournment

Meeting adjourned at 7:15pm.

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

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00070921	645.00	06/20/20	40714 ACADIENCE LEARNING INC.	C
10	00070922	223.00	06/20/20	190428 ALMQUIST, MALTZAHN, GALLOWAY & LUTH, PC	C
10	00070923	8,637.16	06/20/20	10391 AMAZON	C
10	00070924	103.50	06/20/20	7633 ANA SANTOS	C
10	00070925	5,750.00	06/20/20	11126 ANN ELISE RECORD	C
10	00070926	10,428.00	06/20/20	10681 APPLE COMPUTER, INC.	C
10	00070927	11,444.00	06/20/20	10681 APPLE COMPUTER, INC.	C
10	00070928	1,474.30	06/20/20	20250 BEARD-WARREN HEATING & AIR	C
10	00070929	45.00	06/20/20	9636 BLOOMFIELD COMMUNITY SCHOOLS	C
10	00070930	16,886.35	06/20/20	20428 BOONE CENTRAL SCHOOLS	C
10	00070931	1,052.94	06/20/20	4910 CAPITAL ONE-ELC MAYBERRY	C
10	00070932	8,860.86	06/20/20	30039 CAPITAL ONE BANK (USA), N.A.	C
10	00070933	1,848.20	06/20/20	30038 CAPITAL ONE-SPED ARNDT	C
10	00070934	12,477.00	06/20/20	30192 CDW-G	C
10	00070935	2,177.93	06/20/20	160655 CENTERPOINT ENERGY SERVICES , INC.	C
10	00070936	40,063.88	06/20/20	30235 CENTRAL CITY PUB SCHOOL	C
10	00070937	301.98	06/20/20	30550 CITY OF COLUMBUS WATER & SANIT	C
10	00070938	18,536.21	06/20/20	30610 CLARKSON PUBLIC SCHOOLS	C
10	00070939	18,144.00	06/20/20	31035 COLUMBUS PUBLIC SCHOOLS GENERAL FUNDS	C
10	00070940	4,000.00	06/20/20	11312 COMMUNITY AND FAMILY PARTNERSHIP	C
10	00070941	208.26	06/20/20	11290 COMPUTER CABLE CONNECTION	C
10	00070942	120.06	06/20/20	4812 CUBBY'S, INC.	C
10	00070943	2,045.73	06/20/20	40235 DAVID CITY PUBLIC SCHOOL	C
10	00070944	4.00	06/20/20	876 DOLLAR GENERAL-MSA 410526	C
10	00070945	11,952.42	06/20/20	40725 EAKES OFFICE SOLUTIONS	C
10	00070946	506,210.29	06/20/20	50825 ED SERVICE UNIT 7-PAYROLL	C
10	00070947	28.41	06/20/20	50515 ELECTRICAL ENGINEERING & EQ.	C
10	00070948	1,438.65	06/20/20	70428 EMILY DELP	C
10	00070949	181.96	06/20/20	7560 HOSTED SERVICES	C
10	00070950	2,277.36	06/20/20	50750 ESU 10	C
10	00070951	180.00	06/20/20	50652 ESUCC	C
10	00070952	40.71	06/20/20	60056 FIRST NATIONAL BANK	C
10	00070953	27,392.02	06/20/20	60940 GALE/CENGAGE LEARNING	C
10	00070954	292.50	06/20/20	7013 GREAT PLAINS COMMUNICATIONS	C
10	00070955	83.67	06/20/20	4944 HOBBY LOBBY	C
10	00070956	558.00	06/20/20	80543 HOMETOWN LEASING	C
10	00070957	8.85	06/20/20	80880 HY-VEE	C
10	00070958	4,000.00	06/20/20	100527 JEFF A. JOHNSON EXPLORATIONS EARLY LEARN	C
10	00070959	3,981.96	06/20/20	6319 JOURNEYED.COM, INC.	C
10	00070960	1,504.37	06/20/20	4839 KSB SCHOOL LAW	C
10	00070961	270.00	06/20/20	120129 LAKEVIEW COMMUNITY SCHOOLS	C
10	00070962	59.00	06/20/20	140045 LEARNING FORWARD	C
10	00070963	1,458.67	06/20/20	120550 LOUP POWER DIST	C
10	00070964	45.00	06/20/20	130060 MADISON HIGH SCHOOL	C
10	00070965	873.58	06/20/20	1996 MAILPREP ETC.	C
10	00070966	3,300.00	06/20/20	477 MARZANO RESOURCES, LLC	C
10	00070967	37.73	06/20/20	130378 MENARDS	C
10	00070968	217.01	06/20/20	11304 MINDY REED	C
10	00070969	120.89	06/20/20	140570 NEBRASKA TECHNOLOGY & TELECOM.	C
10	00070970	45.00	06/20/20	150290 O'NEILL PUBLIC SCHOOLS	C
10	00070971	22.50	06/20/20	150081 OFFICE NET	C
10	00070972	155.49	06/20/20	160672 PRESTO-X	C
10	00070973	32.83	06/20/20	170029 QUALITY SOUND	C
10	00070974	8.70	06/20/20	170125 QUILL CORPORATION	C
10	00070975	44.11	06/20/20	30268 SANDY CERNY	C

A/P Summary Check Register

FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
10	00070976	270.00	06/20/20	10421 SEI SECURITY	C
10	00070977	25.30	06/20/20	8524 SHAYNA CEPPEL	C
10	00070978	45.00	06/20/20	190390 SHELBY-RISING CITY PUBLIC SCHOOL	C
10	00070979	76.71	06/20/20	4235 SHERWIN-WILLIAMS	C
10	00070980	2,228.42	06/20/20	190675 SRA/MCGRAW-HILL	C
10	00070981	308.38	06/20/20	3816 STAPLES ADVANTAGE	C
10	00070982	313.74	06/20/20	3816 STAPLES BUSINESS ADVANTAGE	C
10	00070983	4,586.40	06/20/20	190850 DAS STATE ACCOUNTING-CENTRAL FINANCE	C
10	00070984	280.50	06/20/20	140691 THE HOME DEPOT PRO	C
10	00070985	112.00	06/20/20	200606 U & I SANITATION	C
10	00070986	1,322.47	06/20/20	10320 VERIZON WIRELESS	C
10	00070987	392.08	06/20/20	230051 WALMART COMMUNITY - MIG	C
10	00070988	158.13	06/20/20	10545 YARIBEY RODRIGUEZ	C
10	00070989	297.85	06/20/20	10030 ANA KAREN GARCIA MEDINA	A
10	00070990	271.17	06/20/20	10529 DAVID VANDERHEIDEN	A
10	00070991	200.68	06/20/20	20135 ISAURA BARRETO	A
10	00070992	267.95	06/20/20	9580 JASON TROTTER	A
10	00070993	47.55	06/20/20	7072 LAURA METTLER	A
10	00070994	68.43	06/20/20	8788 NATHALIE VARGAS	A
10	00070995	73.60	06/20/20	10375 RONELLE JACKSON	A
10	00070996	138.08	06/20/20	130708 SHARON M BROWN	A
10	00070997	89.13	06/20/20	10740 SHELLI EICKMEIER	A
10	00070998	287.15	06/20/20	160655 CENTERPOINT ENERGY SERVICES , INC.	C
Total Bank No 10		744,159.76			

Total Manual Checks	.00
Total Computer Checks	742,705.32
Total ACH Checks	1,454.44
Total Other Checks	.00
Total Electronic Checks	.00
Total Computer Voids	.00
Total Manual Voids	.00
Total ACH Voids	.00
Total Other Voids	.00
Total Electronic Voids	.00

Grand Total 744,159.76

Number of Checks 78

Batch Yr	Batch No	Amount
20	000221	106,207.30
20	000224	73,503.49
20	000227	506,210.29
20	000229	57,951.53
20	000236	287.15



Office Use Only:

Degree* _____

Hours Earned * _____

Experience _____

Index _____

FTE _____

Salary + Equity* \$ _____

*Anticipated for (_____ school year)

CERTIFICATED SPECIAL EDUCATION CONTRACT

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

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

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

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

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

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

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

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

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

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

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

Secretary, Board of ESU7

President, Board of ESU

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

Party

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

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

Secretary, Board of ESU7

President, Board of ESU

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

Hayley Claissa Murphy
Party



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

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

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

1. Term of Employment. This contract shall commence on the ____ day of _____, 20___. This contract shall terminate on the ____ day of _____, 20___, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of ____ days of service in any given fiscal year, which is exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: _____. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

3. Employment Status. The Employee is not employed as a teacher, nurse, or other position required to have a certificate from the Nebraska State Department of Education and is not a "certificated employee" as that term is defined in NEB. REV. STAT. § 79-1234.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of \$ _____ subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$ _____ in accordance with ESU's payment practices for professional

staff members. The first salary installment shall be payable on the 20th day of September and on the 20th day of each month thereafter.

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

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

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

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

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

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

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of

compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

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

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

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

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

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

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

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Employee this _____ day of _____, 20____.

Ronelle Jackson

Employee

Professional (Exempt) Notes/Comments

Do not print with contract
FOR OFFICE USE ONLY

Grant Coordinators
PD Coordinators



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

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

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

1. Term of Employment. This contract shall commence on the 10 day of August, 2020. This contract shall terminate on the 18 day of May, 2021, or may be terminated pursuant to Section 8 of the contract, whichever occurs first. This term shall consist of 185 days of service in any given fiscal year, which is exclusive of holidays.

2. At-Will Nature of Employment; Duties of Employee. The Employee is hired as an "at will" employee and accepts employment on that basis. The Employee's duties and extent of employment are subject to assignment by the ESU Administrator or the Employee's supervisor but shall generally be as follows: NE Licensed Registered Nurse. The Employee agrees at all times to perform all of his or her duties faithfully, industriously, and to the best of his or her ability, experience and talents. The Employee agrees to devote full time, skill, labor and attention to these duties throughout his or her employment.

4. Days and Hours of Employment. The days and hours of employment shall be as assigned by the Administrator or the Employee's supervisor.

5. Compensation. The Employee shall be paid an annual salary of \$53,775.68 subject to applicable deductions and federal and state withholding. The salary shall be paid in twelve (12) equal monthly payments of \$4,481.31 in accordance with ESU's payment practices for professional staff members. The first salary installment shall be payable on the 18th day of September and on the 20th day of each month thereafter.

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

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

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

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

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

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

10. Compensation Upon Termination. The Employee agrees that, upon termination of employment for any reason, any portion of compensation, whether in the form of wages or fringe benefits, paid or provided but not earned prior to the date of termination of this contract shall be refunded to the ESU by the Employee and may be withheld by the ESU from any payments to the Employee.

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

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

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

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

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

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

Secretary, Board of ESU7

President, Board of ESU7

Executed by the Employee this 1 day of June, 2020.

Michi Brizza
Employee

Professional (Exempt) Notes/Comments

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May'20 Treasurer Report

Beginning Balance May 1, 2020			\$73,282.19		
RECEIPTS					
Property taxes		\$668,809.23			
SPED		\$363,072.00			
General/Flow Through		\$42,903.83			
Grants		\$38,905.00			
TOTAL RECEIPTS		\$1,113,690.06	\$1,113,690.06		
			\$1,186,972.25		
Transfer to Money Market			\$500,000.00	-	
Total Funds Available			\$686,972.25		
DISBURSEMENTS:					
General Fund		\$236,681.22			
SPED		\$288,052.81			
Grants		\$111,902.13			
Total DISBURSEMENTS Check #70851 thru #70920		\$636,636.16	\$636,636.16	-	
Ending balance, MAY 31, 2020			\$50,336.09		

Checking balance				\$50,336.09	
Money Market Deposit Account at First National Bank				\$3,155,000.00	
Money Market Deposit Account at First National Bank				\$100,000.00	
Money Market Deposit Account at Bank of Clarks				\$100,000.00	
Money Market Deposit Account at Columbus Bank & Trust				\$100,000.00	
Certificate of Deposit - Great Western Bank				\$200,000.00	
Certificate of Deposit - First National Bank-Columbus				\$100,000.00	
TOTAL CASH ON HAND (includes cash reserve amount below)					\$3,805,336.09

CASH RESERVE	\$1,294,879.97				
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Funds that are due to ESU 7					
Grants				(\$1,194,963.76)	
Production/Art Media Accounts Receivable		(\$2,150.75)			
Network Support Accounts Receivable		(\$58.75)			
Misc. Flow thru Accounts Receivable		(\$30,108.24)			
Outstanding Receivables				(\$32,317.74)	
Total due to ESU 7				(\$1,227,281.50)	

	2018-2019	2019-2020	2018-2019	2019-2020		
	Dollars Spent Per Month	Dollars Spent Per Month	Percentage spent each month	Percentage spent each month		
September	\$202,681.49	\$233,594.34	7.71%	9.02%	Total Budget	\$14,047,117.89
October	\$202,854.45	\$175,297.11	7.72%	6.77%	30% of budget	\$4,214,135.37
November	\$184,498.40	\$202,501.62	7.02%	7.82%	Total budget spent to date	\$6,368,890.62
December	\$163,233.94	\$165,182.58	6.21%	6.38%		
January	\$183,799.94	\$177,711.62	6.99%	6.86%	NOTES	
February	\$180,933.62	\$172,776.96	6.88%	6.67%		
March	\$159,254.61	\$162,892.28	6.06%	6.29%	Grant \$ received since 5/31/20	\$445,385.00
April	\$191,079.86	\$168,956.78	7.27%	6.52%		
May	\$211,618.36	\$159,258.47	8.05%	6.15%		
June	\$159,793.86		6.08%	0.00%	Grant \$ requested	\$563,709.58
July	\$171,051.50		6.51%	0.00%		
August	\$171,858.59		6.54%	0.00%		
Approved Total General Budget for Levy \$			\$2,628,278.46	\$2,589,759.94		
Total Spent to date			\$2,182,658.62	\$1,618,171.76		
Dollars approved from cash reserve				\$75,508.79		

Article IV, Section 1, D Employee Benefits

Long Term Disability Insurance

Long Term Disability Insurance is provided to qualified employee groups. Educational Service Unit 7 Board shall determine the carrier and maximum salary amount of coverage available. Each employee will have the premium cost of Long Term Disability added to and deducted from their salaries so that benefits are tax free to the employee.

COBRA - Consolidated Omnibus Budget Reconciliation Act

COBRA applies to employees who are covered under a group health insurance plan and then become ineligible for further coverage under the plan because of one of six events. These events, called “qualifying events”, include: 1) death, 2) “termination (other than by reason of such employee’s gross misconduct), or reduction of hours, of employment”, 3) divorce or legal separation, 4) becoming entitled to Medicare benefits, 5) a dependent child reaching the maximum age for coverage and 6) retirement.

When a covered employee’s **contract/work agreement ends** is terminated, he/she is entitled under COBRA to continued coverage under the group health plan at a premium of not greater than 102% of the regular premium rate. This right continues for eighteen months after the **contract/work agreement ends** termination as long as the employee does not fail to pay his/her premium, become a covered employee under any other group health plan, or become entitled to Medicare benefits, and as long as the employer does not terminate the group health plan entirely. Employees who are entitled to continued coverage under one of the five other qualifying events are entitled to continued coverage for thirty-six months after their qualifying event. Employees must be offered a conversion period if a conversion option is otherwise generally available under the group health plan.

At the time of commencement of coverage under the plan, the employer will notify the third party administrator to send a written notice to the covered employees and their spouses. When the qualifying events occur, the employer will notify the plan administrator of the event within thirty days. If the qualifying event is one of divorce, legal separation, or the aging of a dependent child, the employee is the one who has the duty to notify the plan administrator.

A notice of termination will be sent to the employee, as under state law, and to the plan administrator, as under federal law.

Unemployment

Educational Service Unit 7 has adopted the self-insured unemployment plan, and has established a reserve account for the payment of unemployment claims.

Annuity Program

[Return to Table of Contents](#)

Educational Service Unit 7 agrees to participate in tax sheltered annuity programs as per applicable law.

Health Insurance

Qualifying Employees:

Health insurance is available to employees (.40 FTE and above) of Educational Service Unit 7 beginning the 1st day of the first full month after hire. The cost of health insurance is a shared responsibility between the Board and qualified employee groups.

The Board and the Special Education Certificated Staff Association negotiate the amount of the premium that Educational Service Unit 7 will pay for the health insurance provided by the selected carrier. The premium amount paid by Educational Service Unit 7 for members of this Association for health insurance shall be available to the qualified employee groups.

Health insurance will be made available through Section 125 of the Internal Revenue Code.

Qualifying Board Members:

Health insurance is available to Board Members of Educational Service Unit 7 beginning the 1st day of the first full month following the Board Meeting where the Board Member is sworn in. The cost of health insurance is the personal responsibility of the Board Member.

Insurance subgroup participation is determined by action of the Board. The Board then participates in that premium for health and dental insurance by the selected carrier.

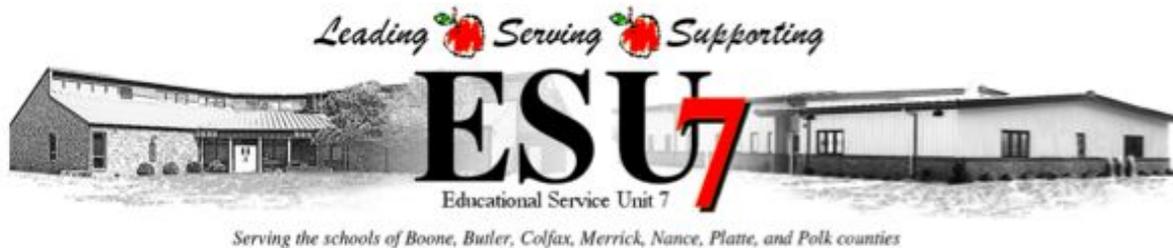
Legal Reference:	
Revision Date:	May 18, 2020

ESU 7

Cen7ter

Student/Parent Handbook

2020-2021



ESU 7 Student Services

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

ESU 7 Main Office

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

WELCOME

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

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

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

VISION

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

MISSION

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

VALUES

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

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



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CONTACT INFORMATION -

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

ESU 7 Administrator

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

ESU 7 Student Services Principal

Leanne Blanchard
402-564-0815 ext. 1007
lblanchard@esu7.org

Teacher

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

ESU 7 Special Education Director

Tamra Clay
402-564-0815 ext. 1018
tclay@esu7.org

Teacher

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

Registered Nurse

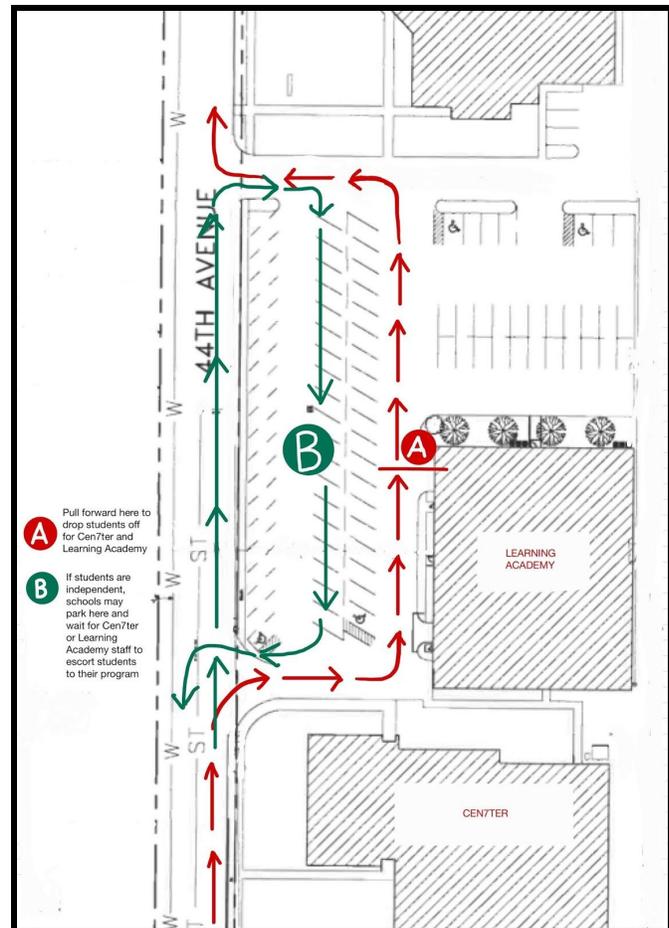
Nicki Brigham
402-564-0815 ext. 1011
nbrigham@esu7.org

LOCATION

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

DROP OFF / PICK UP

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



PLACEMENT

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

SCHOOL HOURS

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

LATE ARRIVAL AND EARLY DEPARTURE INSTRUCTIONS

Notify the Cen7ter if you will be dropping her/him off late or picking up early. Notify the resident school district so that transportation will be notified.

DRESS CODE

Values

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

Dress Code:

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

ATTENDANCE AND ABSENCES

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

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

STUDENT PROGRESS REPORTS

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

IEP CONFERENCES

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

TRANSPORTATION

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

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

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

LUNCH

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



INDOOR / OUTDOOR ACTIVITIES

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

DISCIPLINE

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

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

- Service work
- Monetary reimbursement

SCHOOL CLOSING / CANCELLATION

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

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

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



FIRE DRILLS / TORNADO DRILLS / EMERGENCY DRILLS

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

COMMUNICATION

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

If you need to call the Cen7ter to visit with your child's teacher, please do so before 9:30 am or after 2:30 pm. Cen7ter staff will only be called to the phone for emergencies during the day. The Student Services Principal may be reached throughout the day. If there are any changes in your child's environment, physical or medical condition, please communicate via written note/email.

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

STUDENT AND STAFF RELATIONSHIPS

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

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

STUDENT ATTITUDE

Problems may arise between students in the Cen7ter. A staff member will work with students(s) on the problem and help resolve it in a positive manner. The staff endeavors to help student's problem solve. Each student is responsible for his/her own conduct according to their abilities and with IEP accommodations and staff support.



Some suggestions to aid in this are:

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

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

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

VISITING SCHOOL

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

ELECTRONIC DEVICES

Students are not to bring items to school that are not required for educational purposes or otherwise allowed by the teacher. These items include, but are not limited to: cell phones, tablets, laser pointers and handheld games. These items pose a risk for theft and interference of the educational process. Personal devices (cell phones) will be placed in the students' cubby area each day. Access to those personal devices will be given with permission from their Cen7ter teacher. When any item becomes a distraction to themselves or other students, the classroom teacher will remove the device and lock it in the office until the end of the school day. The device will be returned to the student at the end of the school day. If it becomes a

regular disruption, the Student Service Principal will notify the parent and resident school district to address the problem in the BIP.

PUPIL SUPPLIES

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

ANTI-BULLYING

ESU 7 Policy, Article V, Section 6, C (Reviewed June 2020)

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

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

WELLNESS

ESU 7 Policy, Article V, Section 7, F (Revised June 2020)

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

1. Goals to Promote Student Wellness

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

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

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



2. Nutrition Guidelines

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

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

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

3. Plan for Measuring Implementation and Designation of Responsible Persons

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

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

4. Development of Policy

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

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

HEALTH SERVICES

Article V, Section 7, B Emergency Medical Aid (Reviewed June, 2020)

Article V, Section 7, B Dispensing Medication policy (Reviewed June 2020)

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

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

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



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

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

Minor injuries will be treated by Cen7ter staff who have been trained in First Aid and CPR when the nurse is not in the building. In the event that further medical attention is deemed necessary, parents/guardians will be notified immediately. In the event a child needs immediate medical care, they will be transported to the nearest medical facility.

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

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

Educational Service Unit 7 Process for Administering Medications:

Article V, Section 7, B Dispensing Medication policy (Reviewed June 2020)

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



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

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

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

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

SAFETY

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

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

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

It is the goal of the Cen7ter staff and students to maintain safety at the Cen7ter. They may contact the local police department in safety related situations requiring their assistance. Parents and the resident school district of the student involved will be notified when police involvement is necessary.



INTERNET SAFETY

Article III, Section 7, G Internet Safety Policy (Reviewed June 2020)

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

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

LEAVING THE GROUNDS

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

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

WEAPONS

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

The possession or use of any such weapon will require that the proceedings for the immediate removal from the Cen7ter by the ESU 7 Administrator, Special Education Director, or Student

Services Principal. Law enforcement officials, parents, and the resident school district will be called by the Administrator, Special Education Director, or Student Services Principal.

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

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

USE OF ALCOHOL / DRUGS / OTHER CONTROLLED SUBSTANCES

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

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

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

POSSESSION OF TOBACCO

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

SEARCH AND SEIZURE

Article V, Section 6, B, Search and Seizure (Reviewed June 2020)

Student and student's possessions including, but not limited to, purses and book bags may be searched whenever there is a reasonable suspicion that the student possesses any illegal substance or object which is in violation of the law or which could cause bodily harm or damage to property. The local law enforcement agency and resource dogs may be used to detect illegal drugs or contraband in school at any time, announced or unannounced, and illegal drugs and contraband may be seized.



The refusal of a student to consent or submit to a reasonable search, and/or to surrender objects or substances found as a result of such search, will be grounds for discipline and local law enforcement may be contacted for follow-up.

If an object or substance is found the steps that may be followed are:

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

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

RESTRAINT AND SECLUSION

Article V, Section 5, C, Use of Restraints and Seclusion (Reviewed June 2020)

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

Definitions

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

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

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

MANDATORY REPORTERS

Article V, Section 5, A, Child Abuse and Neglect (Reviewed June 2020)

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



report shall be followed by a written report. Nebraska State Statute requires that any court order requesting record will be followed and records will be released.

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

JOB SITE EXPERIENCE

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

NONDISCRIMINATION

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

VIDEO SURVEILLANCE

ESU 7 uses video cameras to help provide for the safety and well-being of all students, faculty, staff and visitors on school premises. The highest concern is providing a safe environment that encourages learning. The video surveillance equipment is intended to enhance security and safety in classrooms, hallways, lunch area, activity center, parking lot and other common areas in and around ESU 7 where privacy is not expected.

SCHOOL CALENDAR



Cen7ter

STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT 2020-2021

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

Student Name _____

Student Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Student Services Principal Signature _____ Date _____

Cen7ter

STUDENT CONTACT INFORMATION 2020-2021

Student Name _____ Gender _____ Birth Date _____

Parent/Guardian _____ Relation to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

When does the student live at this address? Please check:

____ All of the time ____ Some of the time due to visitations: Explain _____

Additional Parent/Guardian _____ Relation to student _____

If same as above, check here ____ (then skip to phone #)

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

When does the student live at this address? Please check:

____ All of the time ____ Some of the time due to visitations: Explain _____

Emergency Contact #1 _____ Relationship to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

Emergency Contact #2 _____ Relationship to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____



Cen7ter

STUDENT MEDICAL INFORMATION 2020-2021

Please list all medications that this student takes:

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

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

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

Diagnosis
Please check any conditions that pertain to your child Diabetes _____ Allergies _____ Asthma _____ Seizures _____
Other health concerns/special needs
List any allergies
Special dietary needs
Hearing problems
Vision problems

Speech problems	
Recent hospitalization	
Any other health concerns we should know about	
Physician Name:	Phone
Counselor/Psychiatrist:	Phone

Parent/Guardian please Initial each for Consent:

- _____ I give permission for trained Cen7ter staff to provide prescription medications(s) as listed above.
- _____ I agree to notify Cen7ter immediately with any changes in medication orders and provide a current physician order.
- _____ I give permission for trained staff to provide Tylenol or Ibuprofen (according to manufacturer dosage instructions, and provided by the parent in the original packaging) to this student for discomfort and verify that the student has taken these medications previously without problem.

Parent/Guardian Signature _____ Date _____

Authorization expires at the end of each academic year.

Cen7ter

ACCEPTABLE USE OF COMPUTERS AND NETWORKS STUDENT'S AGREEMENT 2020-2021

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

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

Student's Name _____

Student's Signature _____ Date: _____

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

Cen7ter

ACCEPTABLE USE OF COMPUTERS AND NETWORKS PARENT'S AGREEMENT 2020-2021

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

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

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

Student's Name _____

Parent's Signature _____ Date: _____

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



Cen7ter

**PERMISSION FORM
Media
2020-2021**

Student _____

I give permission for my child to:

- have his/her name and/or picture appear in any
Yes____ **No**____ Local newspaper, local magazine, or T.V. (news) story highlighting projects and events at Cen7ter
Yes____ **No**____ ESU 7 owned Twitter, Facebook, Instagram or other online media to highlight projects and events at Cen7ter.

- be video-recorded, photographed or digitally recorded for education purposes*
Yes____ **No**____
 - *Educational Purposes consist of use only at our site or the student's job sites and for student benefit (i.e. pictures of themselves on their locker spaces, photos of themselves in group pictures for students portfolios, videos of them performing a task for training, videos of a teacher instructing a lesson for the teacher and principal to reflect on instructional skills, video surveillance for safety purposes within our program, etc.)

Parent/Guardian Signature _____ Date _____

Cen7ter

PERMISSION FORM

Emergency Release of Information and Consent for Care

2020-2021

Student _____

I give permission for my child to:

Yes _____ **No** _____ In the case of an emergency when I (the parent/guardian) can not be reached, I give permission for the Cen7ter staff to consent for my child to receive treatment by emergency personnel.

Yes _____ **No** _____ have personally identifiable information regarding the student's unique needs (disability, medication, etc.) shared with police or other emergency personnel in the event the child is taken into their care.

Parent/Guardian Signature _____ Date _____



Cen7ter

PERMISSION FORM

Participation in Activities 2020-2021

Student _____

I give permission for my child to:

Yes_____ **No**_____ go on short trips to the library, park, bowling alley, grocery store or various other local sites and participate in those activities that may be performed at those locations (ie. bowl, play on equipment, etc.) during the school day. Transportation will be either walking or by local transport companies.

Yes_____ **No**_____ go to a work site at an on or off campus setting and participate in the assigned tasks at those sites. Transportation will be either walking or by local transport companies.

Parent/Guardian Signature_____ Date _____

Cen7ter

Medication Delivery Information for Parents 2020-2021

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

Health care provider and parent permission is needed for all prescription medications that are used at school and school-sponsored activities.

- Parents/guardians are responsible for having medications delivered directly to the school in the original or pharmacy labeled container that will include the students name, healthcare provider's name, pharmacy name and phone number, name of medication, directions concerning dosage, special instructions if required, and date of prescription.
- If you are unable to deliver your child's medications when in need of a refill, you may authorize the bus driver/transportation staff to deliver medications to ESU 7.
- He or she will be responsible for safely transporting the medication/medications to ESU 7 and someone from our staff will collect what is sent and have the driver sign and date a medication delivery log. All medication/medications are counted in and locked in a secure storage unit. When your child needs a refill, someone will notify you via phone or text; please list your preference below.
- If there is a medication change you will need to obtain a physician order before we can administer the new medication. Your healthcare provider can make a copy and you can bring it to ESU 7 or they can fax it to 402-563-1121 Attention: Nicki Brigham or Leanne Blanchard. The order must contain the name of the child, diagnosis or reason they are taking the medication, date of order, name of medication, dose, and duration of order. The duration cannot exceed the current school year. It must be signed and dated by the healthcare provider and include their phone number.
- If you plan on delivering your child's medication/medications, please notify ESU 7 staff so they can anticipate your arrival and have the appropriate paperwork ready.
- ESU 7 staff will be available for medication drop off through school hours Monday-Friday from 7:30 AM to 4:30 PM.

Please indicate your preference for medication delivery: (Mark any that may apply)

Yes _____ No _____ I will be delivering my child's medication/medications.

Yes _____ No _____ The bus driver/transportation staff will be delivering my child's medication/medications.

Parent/Guardian Signature _____ Date _____

RN and/or Student Services Principal Signature _____ Date _____



Article III, Section 7, G Internet Safety Policy

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

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

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

Educational Service Unit 7

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

ADMINISTRATORS, FACULTY AND STAFF AGREEMENT

In order to make sure that all members of the Educational Service Unit 7 community understand and agree to these rules of conduct for use of the e-mail and Internet systems of Educational Service Unit 7, Educational Service Unit 7 asks that you, as an administrator, faculty member, or staff member user, sign the following statement:

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

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

Employee's Name _____

Employee's Signature _____ Date: _____

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

[School's Name]
Addition to Student Code of Conduct

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

STUDENT'S AGREEMENT

In order to make sure that all members of [School's Name] community understand and agree to these rules of conduct, [Name] Public Schools asks that you as a student user sign the following statement:

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

Student's Name _____

Student's Signature _____ Date: _____

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

[School's Name]
Addition to Student Code of Conduct
Appendix "3"

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

PARENT'S AGREEMENT

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

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

I agree not to hold the [School's Name], any of its employees, or any institution providing network access to [School's Name] responsible for the performance of the system or the content of any material accessed through it.

Student's Name _____

Parent's Signature _____ Date: _____

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

Legal Reference:	47 USC § 254 (Children's Internet Protection Act)
Date of Adoption:	November 19, 2018

Section 5 - Student Welfare

Article V, Section 5, A Child Abuse and Neglect

Any employee of ESU 7 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 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. After the report is made, the employee must, within the same day, inform their immediate supervisor in order to coordinate investigations with law enforcement.

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:	May 20, 2019

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

Definitions

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

Physical Restraint

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

determines that non-aversive or positive intervention strategies would not be effective).

Physical restraint may not be used:

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

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

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

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

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

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

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

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

Seclusion

1. When Seclusion May be Used.

Seclusion may be used in the following circumstances:

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

Seclusion may not be used:

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

Conditions. Use of seclusion shall take into consideration the safety and security of the student. Enclosures used for seclusion, other than enclosures used on a temporary basis, shall:

- Have the same ceiling height as the surrounding room or rooms and be large enough to accommodate not only the student being isolated but also any other individual who is required to accompany that student.
- Be constructed of materials that cannot be used by students to harm themselves or others, be free of electrical outlets, exposed wiring, and other objects that could be used by students to harm themselves or others, and be designed so that students cannot climb up the walls (including walls far enough apart so as not to offer the student being isolated sufficient leverage for climbing).
- If an enclosure used for isolated time out is fitted with a door, the door shall either be a steel door or a wooden door of solid-core construction. If the door includes a viewing panel, the panel shall be unbreakable.

- Be designed to permit visual monitoring of and communication with the student sufficient to ensure the student's safety and security. For students who do not communicate verbally, arrangements shall be made to permit the student to periodically communicate the student's needs.
- If a locking mechanism is used on the enclosure, the mechanism shall be constructed so that it will engage only when a key, handle, knob, or other similar device is being held in position by a person, unless the mechanism is an electrically or electronically controlled one that is automatically released when the building's fire alarm system is triggered. Upon release of the locking mechanism by the supervising adult, the door must be able to be opened readily.

The procedures for use of seclusion include:

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

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

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

Documentation and Evaluation

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

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

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

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

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

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

Legal Reference:	
Date of Adoption:	June 17, 2019

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

1. Removal of Students by Law Enforcement Officials

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

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

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

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

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

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

2. Interviews of Students by Law Enforcement Officials

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

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

3. Disclosure of Student Records

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

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

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

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

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

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

Article V, Section 6, B Search and Seizure

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

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

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

Legal Reference:	
Date of Adoption:	June 17, 2019

Article V, Section 6, C Anti-Bullying

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

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

Legal Reference:	
Date of Adoption:	June 17, 2019

Article V, Section 7, B Dispensing Medications

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

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

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

or other storage instructions. Only authorized personnel who are designated by the administration shall have access to the medications. The school nurse shall establish procedures for monitoring the storage and handling of medication, the medication's expiration date, and the disposal of medication.

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

7. Administration of Medication by ESU Personnel.

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

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

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

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

c. Routes of Medication Administered by ESU Personnel:

- i. Routine Medication via Oral, Inhalation, Topical, and Instillation Routes: School nurses and medication competent staff may provide routine medications

(meaning the frequency of administration, amount, strength, and method are specifically fixed) by the following routes:

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

(such as changing the time of administration, the dosage, or the medication) with the parent or guardian and the physician.

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

Article V, Section 7, F Wellness

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

1. Goals to Promote Student Wellness

Gen7ter **Level III Programs** has **have** established the following student wellness goals that are designed to promote student wellness in a manner that Gen7ter **Level III Programs** determine to be appropriate:

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

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

2. Nutrition Guidelines

Nutrition guidelines have been selected by Gen7ter **Level III Programs** for all foods available to students during the school day with the objective of promoting student health and reducing childhood obesity. The guidelines are as follows:

- any lunch program offered by Gen7ter **Level III Programs** will meet or exceed the requirements of federal and state law and regulatory authorities and
- no food in competition with the school lunch program shall be sold or otherwise made available to students anywhere on Gen7ter **Level III Programs** premises during the period of one-half hour prior to serving lunch and lasting until one-half hour after the serving of lunch. The ESU 7 Administrator or designee shall establish such further nutrition guidelines as are determined appropriate to meet the stated mission.

3. Plan for Measuring Implementation and Designation of Responsible Persons

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

Due to the unique nature of Gen7ter **Level III Programs**, it is understood that all students have an Individualized Education Plan (IEP), which will provide the basis for the Wellness Policy guidelines.

4. Development of Policy

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

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

Legal Reference:	
Date of Adoption:	June 17, 2019

Section 6 - Student Conduct

Article V, Section 6, A Student/Parent Handbook

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

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

Legal Reference:	
Date of Adoption:	June 17, 2019

ESU7 *learning academy*

Student/Parent Handbook

2020-2021



ESU 7 Student Services

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

ESU 7 Main Office

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

WELCOME

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

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

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

VISION

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

MISSION

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

VALUES

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

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



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CONTACT INFORMATION

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Registered Nurse

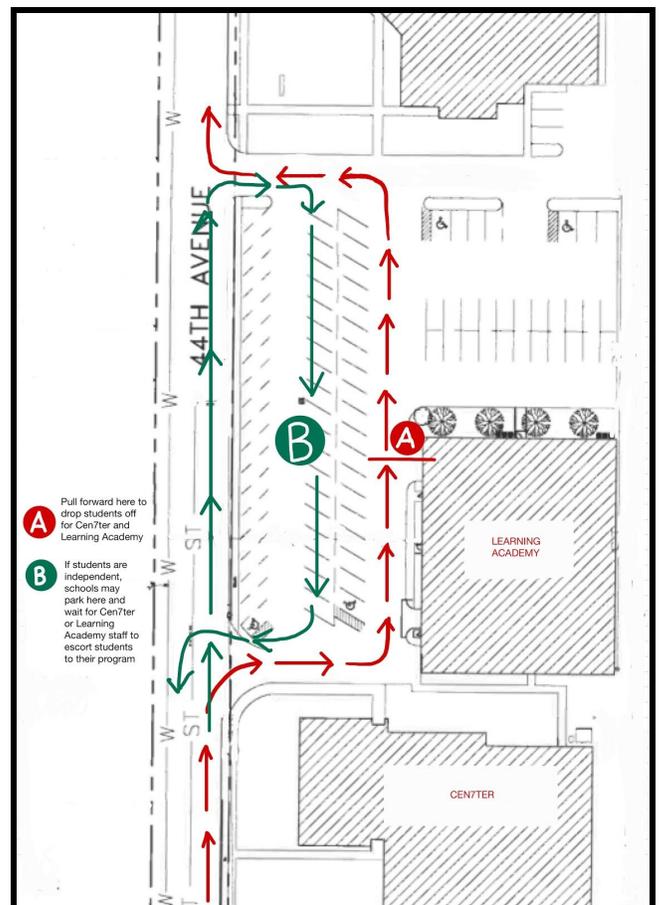
Nicki Brigham
402-564-0815 ext. 1007
nbrigham@esu7.org

LOCATION

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

DROP OFF / PICK UP

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



PLACEMENT

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

SCHOOL HOURS

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

LATE ARRIVAL AND EARLY DEPARTURE INSTRUCTIONS

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

DRESS CODE

Values

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

Code:

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

ATTENDANCE AND ABSENCES

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

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

STUDENT PROGRESS REPORTS

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

IEP CONFERENCES

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

TRANSPORTATION

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

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

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

LUNCH

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

The Learning Academy lunch program will meet or exceed the nutritional guidelines for the requirements of federal and state law and regulatory authorities and no food in competition with the school lunch program shall be sold or otherwise made available to students anywhere



on Learning Academy premises during the period of one-half hour prior to the serving period for lunch and lasting until one-half hour after serving lunch. The students may bring their own lunches. Parents are encouraged via health promotional materials to make healthy choices for student lunches.

INDOOR / OUTDOOR ACTIVITIES

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

ACADEMIC RESPONSIBILITY

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

DISCIPLINE

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

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

SCHOOL CLOSING / CANCELLATION

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

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

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

FIRE DRILLS / TORNADO DRILLS / EMERGENCY DRILLS

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

COMMUNICATION

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

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



If you need to call the Learning Academy to visit with your child's teacher, please do so before 9:30 am or after 2:30 pm. Learning Academy staff will only be called to the phone for emergencies during the day. The Student Services Principal may be reached throughout the day.

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

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

STUDENT AND STAFF RELATIONSHIPS

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

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

STUDENT ATTITUDE

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

Each student is responsible for his/her own conduct. Some suggestions to aid in this are:

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

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

1. Fighting
2. Striking a staff member or peer

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

VISITING SCHOOL

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

ELECTRONIC DEVICES

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

DIGNITY ROOM

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



POINTS AND LEVEL SYSTEM

Level System

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

Level 1:

Participating in class with peers

Access to board and card games

Access to sensory room

Access to gym and gym equipment

Access to technology for schoolwork

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

Level 2:

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

Monday Clubs

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

Level 3:

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

Friday Funday

Choice seating at lunch

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

Level 4:

Travelling privileges - Students can use their tokens to purchase trips of their choice in the community (with Learning Academy staff - here local)

Out-to-Eat Lunch - Students can use tokens to order lunch from a restaurant

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

Off Card/Natural: Students have to meet their behavior goals for 10 consecutive days and then the transition back to their home school may begin.

- Student no longer carries a data sheet
- Student begins taking homework to and from school
- Student participates in program and has access to privileges at all levels
- Student earns tokens at a per-day rate rather than as a period-by-period reinforcer

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

Transition: (see transition process)

- Student begins attending classes in their home school

Level 0:

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

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

Examples of expectations may include:

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

Reasons for loss of days and levels: (examples)

Disruptive Behavior that Requires Peers to Work Elsewhere: 1 day

Persistent Refusal to Participate in Program (1 hour of non-compliance): 1 day

Leaving an Area Without Permission: 1 day

Property Damage: 1 level

Endangering the safety of others: 0'd Out

Monday Clubs

Students at Level 2 or above will have the option of participating in on-site clubs on Monday afternoons. Students on Level 1 will have quiet study time. Clubs will be tailored to student interests (For example: art club, Lego club, Beyblade club, etc.)

Friday Funday

Students on Level 3 or higher will get to participate in an activity on Friday afternoon. The activity may vary. Staff will post the Friday activity at the beginning of each week. (Examples: Movies, dodgeball tournaments, activities in the community like bowling, YMCA, etc.)

Data Sheets

Each student participating in the program will have a data sheet to track their daily progress on their behavioral goals. The daily report will also be used to communicate with parents about the

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

PUPIL SUPPLIES

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

ANTI-BULLYING

ESU 7 Policy, Article V, Section 6, C (Reviewed June 2020)

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

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

PHYSICAL ASSAULT

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

The following steps may be followed:

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

WELLNESS

ESU 7 Policy, Article V, Section 7, F (Revised June 2020)

It is the policy of ESU 7 to provide curriculum, instruction, and experiences in a health promoting environment to instill habits of lifelong learning and health when providing services to students in its own school programs, to be generally consistent with that in place in the schools from which students served by ESU 7 are enrolled. Therefore, the Board adopts the



following Wellness Policy applicable to any school program in which the services are provided by ESU 7 in a school-setting other than within a school district served by ESU 7.

1. Goals to Promote Student Wellness

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

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

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

2. Nutrition Guidelines

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

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

3. Plan for Measuring Implementation and Designation of Responsible Persons

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

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

4. Development of Policy

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

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

HEALTH SERVICES

Article V, Section 7, B Emergency Medical Aid (Reviewed June, 2020)

Article V, Section 7, B Dispensing Medication policy (Reviewed June 2020)



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

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

- fever of 100 or more (axillary temperature (underneath armpit) of 99=100, rectal temperature of 101=100), and must stay below 100 for 24 hours before returning to school without the use of acetaminophen (Tylenol) or ibuprofen (Advil)
- questionable illness or injuries which may require evaluation by a physician
- undiagnosed rash/skin lesion
- inflamed red eyes and/or drainage
- earache and/or drainage from the ear
- sores that appear infected or are draining
- lethargy (extreme tiredness uncharacteristic of the child)
- extreme paleness uncharacteristic of the child
- any contagious disease such as chickenpox (contagious for one week through upper respiratory tract), influenza, cold symptoms with green or yellow nasal discharge, croupy or persistent cough, diagnosis of strep throat, conjunctivitis (pink eye) or any other illness that requires treatment with antibiotics etc.
- nausea/vomiting (no vomiting for 24 hours before returning to school) infectious diarrhea (no yellowish or greenish liquid stools with a water ring surrounding it for 24 hours before returning to school)
- refusal to eat or drink the two previous meals
- complaints of headache or stomach ache that seems debilitating
- infestations such as scabies or head lice (not including nits only) excluded from school until treated

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

Minor injuries will be treated by Learning Academy staff who have been trained in First Aid and CPR when the nurse is not in the building. As written and approved in ESU 7 policy, in the event that further medical attention is deemed necessary, parents/guardians will be notified immediately. In the event a child needs immediate medical care, they will be transported to the nearest medical facility.

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

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

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

Educational Service Unit 7 Process for Administering Medications:

Article V, Section 7, B Dispensing Medication policy (Reviewed June 2020)



1. Authorizations for Prescription Medications. Prescription medications may be administered when the following are on file with the ESU:
 - a. Physician's Authorization: A physician's signed, dated authorization including name of the medication, dosage, administration route, time to be given and reason the student is receiving the medication.
 - b. Caretaker's Authorization: A caretaker's signed and dated authorization or permission to administer the medication during school. (Note: All references to "caretaker" in this policy shall mean a parent, foster parent, family member, or legal guardian who provides care for the student for whom medication is to be administered. The laws include a "friend" as a caretaker, but the ESU will not ordinarily recognize such an individual as a "caretaker" for the purposes of medication administration).
 - c. Original Packaging: The medication is in its original packaging and is labeled as dispensed by the prescriber or pharmacist. The label must name the student and identify the medication, strength, time interval and route to be administered. If needed, the physician may be contacted for clarification.
2. Authorizations for Non-Prescription Medications. Non-prescription medications may be administered provided that a caretaker's authorization is provided in the form established by the Administrator or designee and the medication is in its original packaging.
3. Renewal of Authorizations. Medication authorizations must be renewed annually and updated immediately as changes occur.
4. Documentation. Accurate medication administration records are to be kept and maintained. Documentation of each dose of medication administered shall be made reflecting the student's name, the name of the medication, date, time, dosage, route, the signature and title of the person administering the medication and any unusual observations, and any refusal by the recipient to take or receive the medication. Medication documentation shall be kept confidential in accordance with the policies and practices concerning student records, provided that medication administration records shall be available to the Department of Education and the Department of Health and Human Services Regulation and Licensure for inspection and copying according to the Family Education Rights and Privacy Act (FERPA) requirements. Such medication administration records shall be maintained for not less than two years.
5. Storage. Medication shall be stored in a locked or otherwise secure area in accordance with the manufacturer's or dispensing pharmacist's instructions or temperature, light, humidity, or other storage instructions. Only authorized personnel who are designated by the administration shall have access to the medications. The school nurse shall establish procedures for monitoring the storage and handling of medication, the medication's expiration date, and the disposal of medication.
6. Receipt and Disposal of Medications. Medication shall be delivered to ESU personnel and picked up by the parent or resident school district personnel when accompanied by a signed/dated permission to do so by the parent. When medication is received, the amount received should be documented. Medication which is either past the expiration date or not claimed by the parent a reasonable time following the student's departure from the ESU program shall be destroyed. Procedures for destroying medication shall include witness and documentation.
7. Administration of Medication by ESU Personnel.

- a. Administration of Medication: Administration of medication includes, but is not limited to:
 - i. Providing medications for another person according to the “five rights” (getting the right drug to the right recipient in the right dosage by the right route at the right time);
 - ii. Recording medication provision; and
 - iii. Observing, monitoring, reporting, and otherwise taking appropriate actions regarding desired effects, side effects, interactions, and contraindications associated with the medication.
- b. Authorized ESU Personnel: Administration of medication shall only be done by the following:
 - i. Health Care Professionals (School Nurses). This means an individual who holds a current license from the Department of Health and Human Services Regulation and Licensure for whom administration of medication is included in the scope of practice. For purposes of this Policy, such individuals are referred to as “school nurses.”
 - ii. Medication Competent Staff. This means a staff member of the ESU who, by arrangement with the school in which the student is enrolled is an employee of the ESU for purposes of the medication administration laws and who has been determined to be competent to administer medication in accordance with the competency assessment standards established by law. A medication competent staff member is to be subject to direction and monitoring, which involves responsibility for observing and taking appropriate action regarding any desired effects, side effects, interactions, and contraindications associated with the medication. Direction and monitoring is to be done by a recipient with capability and capacity to make an informed decision about medications, a caretaker, or the school nurse. Medication competent staff members are to promptly report any medication errors or concerns to the school nurse.
 - iii. Routes of Medication Administered by ESU Personnel:
 - iv. Routine Medication via Oral, Inhalation, Topical, and Instillation Routes: School nurses and medication competent staff may provide routine medications (meaning the frequency of administration, amount, strength, and method are specifically fixed) by the following routes:
 - 1. Oral, which includes any medication given by mouth including sublingual (placing under the tongue) and buccal (placing between the cheek and gum) routes and oral sprays
 - 2. Inhalation, which includes inhalers, and nebulizers. Oxygen may be given by inhalation;
 - 3. Topical application of sprays, creams, ointments, and lotions and transdermal patches; and
 - 4. Instillation by drops, ointments, and sprays into the eyes, ears, and nose.
 - v. Administration of Medication via Additional Routes, PRN Medication, and Observing and Reporting: School nurses and medication competent staff may provide medication by additional routes (“additional routes”), provide PRN medication (PRN medication means an administration

scheme in which a medication is not routine, is taken as needed, and requires assessment for need and effectiveness), or participate in observing and reporting for monitoring medications only under the following conditions:

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

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

SAFETY

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

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



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

It is the goal of the Learning Academy staff and students to maintain safety at the Learning Academy. They may contact the local police department in safety related situations requiring their assistance. Parents and the resident school district of the student involved will be notified when police involvement is necessary.

INTERNET SAFETY

Article III, Section 7, G Internet Safety Policy (Reviewed June, 2020)

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

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

LEAVING THE GROUNDS

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

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

WEAPONS

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

inches, any knife with a blade of which can be opened by a flick of a button or pressure on the handle, or any pocketknife where the blade is carried in a partially opened position.

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

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

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

USE OF ALCOHOL / DRUGS / OTHER CONTROLLED SUBSTANCES

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

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

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

POSSESSION OF TOBACCO

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

SEARCH AND SEIZURE

Article V, Section 6, B, Search and Seizure (Reviewed June 2020)

Student and student's possessions including, but not limited to, purses and book bags may be searched whenever there is a reasonable suspicion that the student possesses any illegal substance or object which is in violation of law, ESU 7 Policy or which could cause bodily harm or damage to property. The local law enforcement agency and resource dogs may be used to detect illegal drugs or contraband in school at any time, announced or unannounced, and illegal drugs and contraband may be seized.



The refusal of a student to consent or submit to a reasonable search, and/or to surrender objects or substances found as a result of such a search, may be grounds for discipline and local law enforcement may be contacted for follow-up.

If an object or substance is found the steps that may be followed are:

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

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

RESTRAINT AND SECLUSION

Article V, Section 5, C, Restraint and Seclusion - (Reviewed June 2020)

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

Definitions

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

Physical Restraint

- A. When Physical Restraint May be Used. Physical restraint may be used in the following circumstances:
 - To prevent a student from completing an act that would result in injury to the student or others when there is a substantial risk that the student would commit the act.
 - A verbal threat by a student does not present a substantial risk that a student would commit an aggressive act **unless** the student also demonstrates the ability, the intent, and the immediacy to carry out the threat.



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

Physical restraint may not be used:

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

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

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

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

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

D. Training. Physical restraint shall be applied only by individuals who have received systematic training that includes all the elements described below. An individual who applies physical restraint shall use only techniques in which he or she has received such training within the preceding two (2) years.

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



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

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

Seclusion

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

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

Seclusion may not be used:

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

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

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

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

The procedures for use of seclusion include:

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

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

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

Documentation and Evaluation



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

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

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

of a restroom, and the need for alternate strategies (e.g., assessment by a mental health crisis team, assistance from police, or transportation by ambulance).

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

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

LAW ENFORCEMENT NOTIFICATION OF STUDENTS WITH A VERIFIED DISABILITY

Article V, Section 5, D, Removal of Students and Interview of Students Policy
(Reviewed June 2020)

Students enrolled in ESU 7 Learning Academy that are determined to be a threat to themselves, others, the property of the Learning Academy or any surrounding properties to the Learning Academy will be reported to local law enforcement as required by Nebraska Statute 79-293. Law enforcement will be provided with all information that law enforcement officials request and require to enforce the law they are required to enforce as per their regulations. By reading and signing the handbook consent form, you are consenting to the "notification of disability disclosure" and "actual disclosure of this disability information" should local law enforcement be called in regard to your child that warrants local law enforcement being called to intervene as per Nebraska Statute 79-293. .

ESU 7 shall review Article V, Section 5, D - Removal of Students and Interviews of Students Policy annually.

MANDATORY REPORTERS

Article V, Section 5, A, Child Abuse and Neglect (Reviewed June 2020)

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

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

NONDISCRIMINATION

ESU 7 and Learning Academy hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. ESU 7 and Learning Academy intend to take all necessary measures to assure compliance with all laws against any prohibited from of discrimination. ESU 7 and Learning Academy do not discriminate on the basis of race, color, national origin, gender, marital status, sexual orientation, disability, religion



or age in admission, access, or treatment with regard to its programs and activities or with regard to employment.

VIDEO SURVEILLANCE

ESU 7 uses video cameras to help provide for the safety and well-being of all students, faculty, staff and visitors on school premises. The highest concern is providing a safe environment that encourages learning. The video surveillance equipment is intended to enhance security and safety in classrooms, hallways, lunch area, activity center, parking lot and other common areas in and around ESU 7 where privacy is not expected.

SCHOOL CALENDAR





**STUDENT/PARENT HANDBOOK ACKNOWLEDGEMENT
2020-2021**

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

Student's printed name

_____ Date _____
Student's Signature

_____ Date _____
Parent/Guardian Signature

_____ Date _____
Student Services Principal or Designee Signature





**STUDENT CONTACT INFORMATION
2020-2021**

Student Name _____ Gender _____ Birth Date _____

Parent/Guardian _____ Relation to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

When does the student live at this address? Please check:

_____ All of the time _____ Some of the time due to visitations: Explain _____

Additional Parent/Guardian _____ Relation to student _____

If same as above, check here _____ (then skip to phone #)

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

When does the student live at this address? Please check:

_____ All of the time _____ Some of the time due to visitations: Explain _____

Emergency Contact #1 _____ Relationship to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____

Emergency Contact #2 _____ Relationship to student _____

Street/Rural Address _____

PO Box _____ City _____ Zip Code _____

Home phone _____ Work Phone _____

Cell phone _____ Email _____





**STUDENT MEDICAL INFORMATION
2020-2021**

Please list all medications that this student takes:

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

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

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

Diagnosis
Please check any conditions that pertain to your child Diabetes _____ Allergies _____ Asthma _____ Seizures _____
Other health concerns/special needs
List any allergies
Special dietary needs
Hearing problems
Vision problems



Speech problems	
Recent hospitalization	
Any other health concerns we should know about	
Physician Name:	Phone
Counselor/Psychiatrist:	Phone

Parent/Guardian please Initial each for Consent:

- _____ I give permission for trained Learning Academy staff to provide prescription medications(s) as listed above.
- _____ I agree to notify Learning Academy immediately with any changes in medication orders and provide a current physician order.
- _____ I give permission for trained staff to provide Tylenol or Ibuprofen (according to manufacturer dosage instructions, and provided by the parent in the original packaging) to this student for discomfort and verify that the student has taken these medications previously without problem.

Parent/Guardian Signature _____ Date _____

Authorization expires at the end of each academic year.





**ACCEPTABLE USE OF COMPUTERS AND NETWORKS STUDENT'S AGREEMENT
2020-2021**

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

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

Student's Name _____

Student's Signature _____ Date: _____

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





**ACCEPTABLE USE OF COMPUTERS AND NETWORKS PARENT'S AGREEMENT
2020-2021**

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

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

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

Student's Name _____

Parent's Signature _____ Date: _____

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





PERMISSION FORM
Media
2020-2021

Student _____

I give permission for my child to:

- have his/her name and/or picture appear in any
Yes_____ No_____ Local newspaper, local magazine, or T.V. (news) story highlighting projects and events at the Learning Academy
Yes_____ No_____ ESU 7 owned Twitter, Facebook, Instagram or other online media to highlight projects and events at the Learning Academy
• be video-recorded, photographed or digitally recorded for education purposes*
Yes_____ No_____
o *Educational Purposes consist of use only at our site or the student's job sites and for student benefit (i.e. pictures of themselves on their locker spaces, photos of themselves in group pictures for students portfolios, videos of them performing a task for training, videos of a teacher instructing a lesson for the teacher and principal to reflect on instructional skills, video surveillance for safety purposes within our program,etc.)

Parent/Guardian Signature_____ Date _____





PERMISSION FORM

**Emergency Release of Information
and
Consent for Care**

2020-2021

Student _____

I give permission for my child to:

Yes _____ **No** _____ In the case of an emergency when I (the parent/guardian) can not be reached, I give permission for the Learning Academy staff to consent for my child to receive treatment by emergency personnel.

Yes _____ **No** _____ have personally identifiable information regarding the student's unique needs (disability, medication, etc.) shared with police or other emergency personnel in the event the child is taken into their care.

Parent/Guardian Signature _____ Date _____





PERMISSION FORM

**Participation in Activities
2020-2021**

Student _____

I give permission for my child to:

Yes_____ **No**_____ go on short trips to the library, park, bowling alley, grocery store or various other local sites and participate in those activities that may be performed at those locations (ie. bowl, play on equipment, etc.) during the school day. Transportation will be either walking or by local transport companies.

Yes_____ **No**_____ go to various local businesses when they have earned a reward for going out to eat, special activities, special privileges (swimming at the Y, ordering lunch or a dessert from a restaurant, etc.) Transportation will be either walking or by local transport companies.

Parent/Guardian Signature _____ Date _____





**Medication Delivery Information for Parents
2020-2021**

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

Health care provider and parent permission is needed for all prescription medications that are used at school and school-sponsored activities.

- Parents/guardians are responsible for having medications delivered directly to the school in the original or pharmacy labeled container that will include the students name, healthcare provider's name, pharmacy name and phone number, name of medication, directions concerning dosage, special instructions if required, and date of prescription.
- If you are unable to deliver your child's medications when in need of a refill, you may authorize the bus driver/transportation staff to deliver medications to ESU 7.
- He or she will be responsible for safely transporting the medication/medications to ESU 7 and someone from our staff will collect what is sent and have the driver sign and date a medication delivery log. All medication/medications are counted in and locked in a secure storage unit. When your child needs a refill, someone will notify you via phone or text; please list your preference below.
- If there is a medication change you will need to obtain a physician order before we can administer the new medication. Your healthcare provider can make a copy and you can bring it to ESU 7 or they can fax it to 402-563-1121 Attention: Nicki Brigham or Leanne Blanchard. The order must contain the name of the child, diagnosis or reason they are taking the medication, date of order, name of medication, dose, and duration of order. The duration cannot exceed the current school year. It must be signed and dated by the healthcare provider and include their phone number.
- If you plan on delivering your child's medication/medications, please notify ESU 7 staff member so they can anticipate your arrival and have the appropriate paperwork ready.
- ESU 7 staff will be available for medication drop off through school hours Monday-Friday from 7:30 AM to 4:30 PM.

Please indicate your preference for medication delivery: (Mark any that may apply)

Yes _____ No _____ I will be delivering my child's medication/medications.

Yes _____ No _____ The bus driver/transportation staff will be delivering my child's medication/medications.

Parent/Guardian Signature _____ Date _____

RN and/or Student Services Principal Signature _____ Date _____





RESOLUTION

WHEREAS, Educational Service Unit Number 7 ("ESU 7") anticipates that it may need to temporarily close its operations at some point for health and safety reasons; and,

WHEREAS, if ESU 7 closes on a temporary basis, then ESU 7 employees who work on an hourly, exempt and/or non-exempt basis will not be able to work at ESU 7; and/or

WHEREAS, after advisement from local health departments, ESU 7's hourly, exempt and/or non-exempt employees are asked to self-quarantine; and

WHEREAS, it is in the best interests of ESU 7 to pay ESU 7's hourly, exempt and/or non-exempt employees while ESU 7 is temporarily closed for a variety of reasons, namely: to ensure that said ESU 7 employees do not leave employment during the temporary closure, to avoid the spread of any illness to other employees, for staff morale, and for other legitimate reasons.

NOW, THEREFORE, BE IT RESOLVED that, in the event of the temporary closure of ESU 7, and/or during a health department recommended self-quarantine, the ESU 7 Administrator is hereby authorized to pay ESU 7 hourly, exempt, and/or non-exempt employees in an amount that the ESU 7 Administrator deems fair and reasonable, but not to exceed such employee's customary and regular pay, for up to eight (8) weeks during the self-quarantine/temporary closure.

If the ESU 7 operations continue to be closed after eight (8) weeks, then the Board shall reconvene and determine what authority, if any, the ESU 7 Administrator has to continue paying ESU 7 hourly, exempt and/or non-exempt employees during the temporary self-quarantine/closure.

The foregoing Resolution having been read in its entirety, Member _____ moved for their passage and adoption. Member _____ seconded same.

After discussion and on roll call vote the following members voted in favor of passage and adoption of the above Resolution:

_____.

The following members voted against the same:

_____.

The following members were absent or not voting:_____.

The above Resolution having been consented to by a majority of the quorum of the Board, it was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska Open Meetings law.

DATED this 15th day of June, 2020.

EDUCATIONAL SERVICE UNIT 7

ATTEST:

BY: _____
President

Secretary



ESU 7 Goals

Board of Directors

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

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

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

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

Administrator

Goal 1: Develop and deploy a Board Self-Assessment tool to use in establishment of Board Goals.

Goal 2: Establish Partnerships with local media to assist in communicating ESU 7 services and supports to school districts in the ESU 7 area.

Goal 3: Engage in strategic communication efforts to and among staff and stakeholders regarding programs and services.

Agency Team

Goal 1: Agency Team will provide their staff with specific feedback to encourage professional growth.

Goal 2: Agency Team will enrich our safe, supportive, collaborative and positive culture.

Goal 3: Agency Team will provide progress monitoring on the annual service plan and promote those services as necessary.

Goal 4: Agency Team will increase knowledge of department projects agency wide.

Departments

Administration: Efficiency will be increased by users being involved in the decisions of products/procedures. A satisfaction survey will be filled out monthly.

Cen7ter: All Cen7ter staff will be fully informed about each current student and his or her needs in a timely manner.

Early Childhood: By August 2020, caseload analysis will demonstrate staff are working within the designated FTE and all kids are receiving the services needed.

Grants: By May 2020, the Grant Department will increase collaboration between Transition, ASD and Resource Coach from 0 collaborative teaming opportunities (co-present, co-plan) to 4 teaming opportunities.

Learning Academy: Our team will focus our growth on doing what is best for students to meet their individual needs.

Migrant: Promote healthy migrant families both physically and mentally.

Production: Provide communication to schools for summer printing.

Professional Development: Refine and improve our District Consultation process in order to better meet the needs of our School Districts.

Psychology: Effectively collaborate and communicate in order to provide high-quality services (effective and efficient) to districts with less FTE for 2019-2020 school year.

Speech: By the end of the 2019-2020 school year, the SLP department will optimize competency in language therapy by being proficient or distinguished in 4/4 indicators on the rubric.

Technology: Time Management

Vision: By May 2020, the Vision Team will develop a checklist to be used by educational teams with each vision referral/evaluation.

Recruitment Update

June 2020

* School Spring (Headhunting & Posting)

- National Job Search Database tied to our Applicant Tracking System.
- Same as CPS but not in their consortium.
- Nationwide Job Board

Indeed

- Free and a pay version. Did both for Exec. Secretary, had a very successful turnout (over 30 applicants).
- Not as useful for Psych, Behavioral Teacher, and Sup. no applicants.

Wayne St. Recruiting Day: Registered, but cancelled due to pandemic

UNK Psych Interview Day: Attended with school psych. 6 interns looking for a placement, 30 school districts/ESUs

* UNO - Psych Class: Psych attended with materials

UNK - Psych Class: Psych attended with materials

LinkedIn - Similar to Indeed

* Updated Application Process

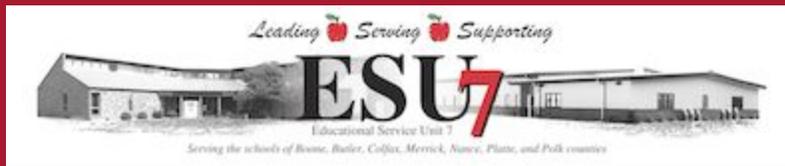
SLP & Psych Practicum Site

* Job Shadow for Mental Health

USD - Called the SpEd Dept.

* U of I - Was set up to do Recruiting Day before COVID, cancelled

Other recruiting work includes: contacting network of personnel across the state, NCSA, other ESUs, educational organizations such as Nebraska School Psychologist Association, personal contacts, local private providers, etc.



Quarterly Update

April 2020 - June 2020

Administrator: Dr. Larianne Polk

Component 1. Relations with the Board

- Administrator Board Report: April, May, June.
- Policy reviews and revisions: New policy manual is complete. Will begin routine policy review in August 2020
- ESUCC Updates to Board: April, May.
- Committee Meetings
 - *Handbook: April
 - *Budget: May, June. Specific meeting with Chair and absent committee member in June
- Email Communication: COVID Correspondence, Legislative updates, Board packets, NASB Board, and DYKS
- Phone Communication with Board President/Vice President regarding COVID-19 decisions: April, May, June
- Monthly Meeting with the Board President: May, June
- Monthly Meeting with the Board Vice President: April, May, June

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

Board

Board of Educational Service Unit 7

Notice, according to State Law 84-1411, and pursuant to the Governor's Executive Order 20-03, by a combination of videoconferencing and teleconferencing, is hereby given that an open public meeting of the Board of Education of Educational Service Unit 7, in the County of Platte, in the State of Nebraska, will be held every third (3rd) Monday at 5:30 PM, at Educational Service Unit 7, 2657 44th Ave., Columbus, NE, North Building, Oak Room.

[Board Meetings Agenda](#)

Component 2. Community Relationships

- Business, Industry and Education Committee/Workforce CAPTURE Meetings at the Chamber: April and May
- Attend and Participate in ESUCC/NDE Collaborative Planning Meetings: Ongoing
- Partnership with CCC regarding Distance Learning
- Mayor Press Conference regarding COVID-19: March
- Partnership Opportunities since March 1: Problem solving with Nebraska Department of Education and ESU Coordinating Council 2-3x/wk, ESU Coordinating Council Leadership Meetings 1-2 x/wk, East Central District Health Department with Superintendents 2-4 x/wk, Central District Health Department with Merrick Foundation and Superintendents 1-2 x/wk, Four Corners District Health Department with Superintendents 1x/wk, Director meetings 3-6 x/wk, Agency Team 1-2 x/wk, UNL Innovation Campus work to distribute hand sanitizer, coordinating work for mask distribution

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

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



Component 3. Staff and Personnel Relationships

- Agency Team meetings: April and May
- Committee Meetings: All Staff, Safety, ESU 7 Learning Academy Building Committee
- All Staff Meeting: May
- Board Recognition: May
- Director Meetings: Multiple times a week in April and May
- Ongoing Staff Evaluation and Goal Setting
- Production Department Transition: Ongoing
- Did You Knows: Multiple times in April and May
- Emergency Communication regarding COVID-19: April and May
- ESU 7 Work In...Week: April 20-24

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

Agency Team Goal 1: Agency Team will provide their staff with specific feedback to encourage professional growth.

Agency Team Goal 2: Agency Team will enrich our safe, supportive, collaborative and positive culture.

Agency Team Goal 4: Agency team will increase knowledge of department projects agency wide.

Larianne Polk @lariannepolk Apr 20

April 20 @ESU7_NE is "Work In...Your Remote Office" day. Take a pic of your remote office and post. Be well, we are all in this together. #7WeAreFamily

5

Component 4. Educational Leadership

- Superintendent Meetings: Weekly in April and May
- SIMPL training and ongoing correspondence all ESUs with monthly Meetings
- Meetings with Lakeview and Columbus Public School Leadership: Monthly
- Agency Team Meetings: April and May
- Director Meetings: April and May
- Software development meetings for SIMPL: ESU 10 Partnership Ongoing Bi-Weekly
- Chair of ESUCC Special Populations Committee and a member of PD and Executive Committees
- NNNC meetings: Monthly
- ESUCC President (2019-2021)
- Participated in Nebraska ELLC Meetings: May
- Participated in Statewide Teacher and Principal Support Conversations
- Member of NRCSA (Nebraska Rural Council of School Administrators) Legislative Committee
- Member of Commissioner's Advisory Group
- Member of Nebraska Schoolmasters Club
- Member of DLRT (Diverse and Learner Ready Teachers) Initiative
- Stakeholder for Nebraska Teacher and Principal Performance Standards
- Co-Facilitate Goal Setting and Data Analysis for High Plains Community Schools Board
- Coordinate ESSA Designations Conversation with ESU 7 Executive Committee and NDE
- Created and attended Committee for Weight Room Guidance: May and June
- Attended Professional Development Organization (May)
- Attend and facilitate Services Inventory Bold Step Committee Meetings (Monthly)
- Attended NRCSA/Global Teletherapy Discussion: May
- Attended Mental Health Steering Committee Meetings
- Partnership Opportunities since March 1: Problem solving with Nebraska Department of Education and ESU Coordinating Council 2-3x/wk, ESU Coordinating Council Leadership Meetings 1-2 x/wk, East Central District Health Department with Superintendents 2-4 x/wk, Central District Health Department with Merrick Foundation and Superintendents 1-2 x/wk, Four Corners District Health Department with Superintendents 1x/wk, Director meetings 3-6 x/wk, Agency Team 1-2 x/wk, UNL Innovation Campus work to distribute hand sanitizer, coordinating work for mask distribution

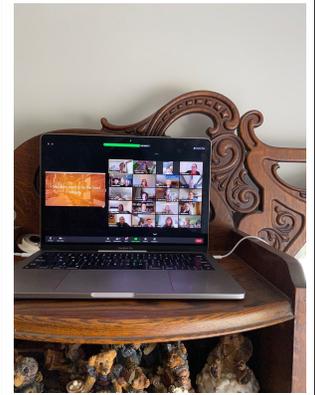
Board Goal 1: The Board will use data to ensure quality and efficiency of current and future services to its stakeholders (students, educators, parents, and community) - Ongoing

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

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

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

Agency Team Goal 3: Agency Team will provide progress monitoring on annual service plan and promote those services as needed.



Component 5. Business and Finance

- Sign/Inspect Monthly Bills
- Budget Maintenance with Agency Team: Monthly
- Accounts Payable work and examination: Monthly
- Revenue flow status work
- Budget Development work with business manager and Directors: Monthly
- Budget Committee Meetings: May

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

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

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

Component 6. Professional/Personal Qualities

- Interactions with ESU staff, school staff, school leadership, and Board
- Monthly Meetings with Coordinators/Directors (Marci, Darus, Dan, Cynthia)
- Growth and planning meetings with Production as needed
- Daily Admin Meetings

Agency Team Goal 1: Agency Team will provide their staff with specific feedback to encourage professional growth.

Agency Team Goal 2: Agency Team will enrich our safe, supportive, collaborative and positive culture.

Component 7. Professional Growth

- ESUCC Committees and ESUCC/Board Meetings: April, May, and June
- NNNC Tech Budgeting Discussions: Monthly
- NE School Mental Health Committee Member: Bi-Weekly
- Books Read: 100+ Leaders

Agency Team Goal 1: Agency Team will provide their staff with specific feedback to encourage professional growth.

Agency Team Goal 2: Agency Team will enrich our safe, supportive, collaborative and positive culture.

Stakeholder Satisfaction	Leadership Practices Inventory	Services Available	Services Accessed	Implementation Objectives Met
*	Reported in March 2020	66	65	No Data - Scored Quarterly
0=Unsatisfactory	1=Basic	2=Proficient	3=Distinguished	

* Due to the COVID-19 Pandemic, there were no surveys distributed to stakeholders in the months represented in this Quarterly Update.