The mission of ESU #9 is to provide collaborative leadership, support, and services for the improvement of teaching and learning.

Adopted by the Board on December 21, 1992

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BOARD OF EDUCATIONAL SERVICE UNIT #9

David Fisher, President
Glen Larsen, Vice President
Susan Brown, Secretary
Scott Boyles
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Secretary for the Board • Janice Hughes
Treasurer for the Board • Larry Fox, Jr.

ADMINISTRATION

Dr. Kraig J. Lofquist, Administrator
Jackie Ediger, Director of Professional Development/Special Services
Gary Needham, Director of Media/Technology Services
Jenise Straight, Director of Special Services
Larry Fox, Jr., Director of Financial Services

The official board policy of the Board of Educational Service Unit #9 shall be the policy handbook maintained in the administrator’s office & on the ESU #9 Website and identified in writing as such on the cover of the board policy manual. In the event any issue arises concerning which version or versions of a policy present themselves, the board shall be governed by the terms of the board policy handbook located and kept current in the office of the administrator of Educational Service Unit #9.

The official Educational Service Unit #9 Policy Handbook shall be located on the Educational Service Unit #9 Website, located under the Educational Service Unit #9 Board link.
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A. ROLE AND MISSION OF EDUCATIONAL SERVICE UNITS

The role of the educational service units shall be:

1. Act primarily as service agencies in providing core services and services identified and requested by member school districts;

2. As providers of educational services, meet minimum accreditation standards set by the State Board of Education that will:
   a. Provide for accountability to taxpayers;
   b. Assure that educational service units are assisting and cooperating with local school districts to provide for equitable educational opportunities statewide; and
   c. Assure a level of quality in educational programs and services provided to the local school districts by the educational service units.

3. Provide for economy, efficiency, and cost-effectiveness in the cooperative delivery of educational services;

4. Provide educational services through leadership, research, and development in elementary and secondary education;

5. Act in a cooperative and supportive role with the State Department of Education and school districts in development and implementation of long-range plans, strategies, and goals for the enhancement of educational opportunities in elementary and secondary education; and

6. Serve, when appropriate and as funds become available, as a repository, clearinghouse, and administrator of federal, state, and private funds on behalf of school districts which choose to participate in special programs, projects, or grants in order to enhance the quality of education in Nebraska schools.

General Provisions

ESU #9 shall provide educational services as identified and requested by member schools through the ESU #9 school superintendents and approved by the board.

The role and mission of the educational service units shall be:

1. To act primarily as a service agency that provides core services and services identified and requested by member school districts;
2. To provide for economy, efficiency, and cost effectiveness in the cooperative delivery of educational services;

3. To provide educational service through leadership, research, and development in elementary and secondary education; and

4. To act in a cooperative and supportive role with the State Department of Education and school districts in development and implementation of long-range plans, strategies, and goals for the enhancement of educational opportunities in elementary and secondary education and

5. Serve, when appropriate and as funds become available, as a repository, clearinghouse, and administrator of federal, state, and private funds on behalf of school districts which choose to participate in special programs, projects, or grants in order to enhance the quality of education in Nebraska Schools.

Educational service units shall not regulate local school districts, unless specifically provided pursuant to law.

B. BY-LAWS GOVERNING THE BOARD OF EDUCATIONAL SERVICE UNIT #9

1. Article I: Name

   The official name shall be The Board of Educational Service Unit #9 of the State of Nebraska.

2. Article II: Legal Description

   Educational Service Unit #9 is composed of Adams, Clay, Hamilton, Hall south of the Platte River, Nuckolls, and Webster Counties.

3. Article III: Board Membership

   Composition of the Board

   The Board of Educational Service Unit #9 shall be composed of one member from each voting district, all of whom shall reside within the geographical boundaries of the educational service unit.

4. Article IV: Meetings

   It is hereby declared to be the policy of this body that the formation of public policy is public business and may not be conducted in secret.
Meetings shall mean all regular, special, or called meetings for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of formal action.

5. Article V: Committees

The President of the Board of Educational Service Unit #9 shall appoint members to the Claims Review, Personnel, Wages and Benefits, Building, Grounds, Transportation, and Technology, and Budget Committees, and other such standing or special committees as may be created by the board in the best interests of ESU #9. The number of members to serve on each committee shall be determined by the President of the Board of Educational Service Unit #9.

6. Article VI: Compensation

Members of the board shall not receive compensation but may receive insurance as provided by School Law 79-1232. Mileage expenses shall be compensated at the rate provided in section 81-1176 or other legally permissible grounds. Board members shall be reimbursed for the necessary and actual expenses incurred in the performance of their duties. The board may authorize the membership to attend state, regional or national meetings with necessary and actual expenses incurred to be paid from funds budgeted for that purpose.

7. Article VII: Amendments to the By-Laws

The board may enact, amend, or repeal any of the by-laws governing the board by a majority vote of the board provided that prior public notice of the proposed action has been given. Proposed additions, deletions or modifications to the by-laws shall be discussed at one board meeting, and acted upon at the first subsequent board meeting when it shall be convenient for the board to pass upon such amendments.

C. ORGANIZATION OF THE BOARD

The Board of Educational Service Unit #9 shall at its first regular meeting in January of each year elect from its members one president, one vice-president, and one secretary. At the January meeting the board shall also appoint a secretary for the board, a treasurer for the board, and a board attorney. The board shall also annually authorize the depositories for ESU #9 funds.
D. PURPOSE AND ROLE OF THE BOARD

As an agency of the state, the Board of Educational Service Unit #9 is the governing body for Educational Service Unit #9. It has full responsibility for the general control and direction of ESU #9.

In discharging its responsibilities, the Board of Educational Service Unit #9 will function as a policy-forming and legislative body, and, when authorized by law, as a quasi-judicial body. It places responsibility for the execution of its policies directly in the hands of its executive officer, the administrator.
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A. BOARD PHILOSOPHY

The Board of Educational Service Unit #9 believes:

1. That each school, like each individual, has unique needs and that these needs are best realized through local determination.

2. That each individual who has been verified as in need of special education is entitled to a free appropriate public education based on their unique learning style.

3. That whenever possible, services shall be delivered to children rather than children to services.

4. That school district reorganization is not a function of the Educational Service Unit.

5. That ESU #9's function is to act primarily as a service agency in providing core services and services to schools as identified and requested by member schools.

6. That services to schools should be the highest quality and provided by a staff which has been recruited and employed because they have demonstrated a high degree of professional skill and dedication to serve children.

7. That one of the legitimate services to schools is to assist schools in providing those mandated services needed for children who could benefit from special education and related services.

8. That core services and services delivered to schools are provided in a manner that will assure that the authority of the school to determine the size and scope of services provided member schools is not diminished.

9. That ESU #9 has a legitimate role in assisting schools served to comply with state and federal mandates affecting the school.

10. That discrimination on the basis of race, religion, national origin, sex, age or handicap in education and employment is prohibited and that services provided by ESU #9 will comply with state and federal mandates directed towards the elimination of discrimination.

B. ELECTION OF OFFICERS

The election of officers of the board of Educational Service Unit #9 will be held at the regular monthly meeting in January of each year. The following order of business will be used to elect officers of the board:

1. Seating of newly elected board members and administer oath of office.
2. Election of a president.

3. Election of a vice president.

4. Election of a secretary.

The board president will conduct the board meeting following the agenda established for the meeting, up to the election of officers agenda item, at which time the administrator will be appointed as temporary chairperson for the election of board president. The newly elected board president will be seated immediately following the election of the president and will complete the election of board officers process.

C. DUTIES OF THE BOARD OFFICERS

1. Duties of the president are to:
   a. Call meetings of the board.
   b. Preside at all meetings.
   c. Appoint special committees.
   d. Serve, if he/she chooses, as ex-officio member of committees.
   e. Countersign all orders on the treasury for claims allowed by the board.
   f. Draw orders on the treasury in the absence of the secretary for payment of authorized claims.
   g. Participate in all actions of the board.

2. Duties of the vice-president are to perform the duties of the president during the president's absence.

3. Duties of the secretary are to:
   a. Assure that accurate records of all meetings are kept.
   b. Assure that members of the board are notified of all regular and special meetings.
   c. Assure that required reports to county, state and federal officials are prepared and submitted.
   d. Sign all orders on the treasury for the payment of authorized claims.
e. Conduct correspondence for and in the name of ESU #9, as authorized by the board or assure that appropriate action is taken by the administrator or designee.

f. Assure that all withholdings as prescribed by state or federal law are deducted from employees' payroll checks and credited to the appropriate accounts.

g. Act as custodian of all documents, title papers, and records of the board.

h. Assure that all legal notices are published.

The board may delegate any of the secretary's duties except as may be prohibited by law.

D. TREASURER FOR THE BOARD

1. Employment of treasurer for the board

   a. The board shall annually employ a treasurer who shall be paid a salary to be fixed by the board.

   b. No board member of an educational service unit shall be employed by the educational service unit board on which he or she is a board member.

2. Duties of the treasurer for the board

   a. The treasurer for the board shall be the custodian of all funds of the board.

   b. The treasurer for the board shall:

      1) Attend all meetings of the board.

      2) Prepare and submit in writing a monthly report of the state of its finances and shall pay out money of the board only upon a warrant signed by the president or in his/her absence by the vice-president, and countersigned by the secretary and a board member designated by the board as the "live" signature.

      3) Assure that funds are placed in depositories approved by the board.

      4) Assure that accurate accounts of all receipts and disbursements are kept.

      5) Assure that money in payment of salaries and claims are disbursed as directed by the board.

      6) Assure that reports on the state of finances and other financial reports and statements as required by state and federal statute and board policy are prepared and submitted to the appropriate authority.

      7) Prepare monthly claims for review by the board's Claims Review Committee.

      8) Prepare facts and figures regarding funding as they relate to negotiations, salary, benefits, etc. to the relevant committees and the ESU #9 Board.

   c. Perform other duties as directed by the board.
E. SECRETARY FOR THE BOARD

1. The board shall annually employ a secretary for the board who shall be paid a salary or hourly wage to be fixed by the board.

2. Under the direction of the administrator, the secretary for the board shall:
   a. Keep accurate records of all meetings of the board.
   b. Notify members of the board of all regular and/or special meetings.
   c. Act as custodian of all documents and records of the meeting of the board.
   d. Publish legal notices.
   e. Perform other duties as directed by the board.

F. DUTIES OF THE BOARD

1. The board of Educational Service Unit #9 shall establish the policies governing ESU #9 and shall assure that the mandates of state and federal law that apply to ESU #9 are fulfilled.

2. The board of Educational Service Unit #9 shall have final authority in the determination of services as identified and requested by member school districts.

3. Election and Employment of Personnel
   a. All teachers and other personnel shall be employed by the board through official action taken at a regular or special meeting of the board.
   b. Except for the election of the administrator, the board shall not appoint or elect any person to a regular position until it has first received a recommendation from the administrator.

4. The board shall employ an administrator who shall serve as the executive officer of the board and as supervisor of ESU #9 services. The board, at its discretion, may enter into a contract with an administrator for either one, two or three years but not to exceed a three-year period. The contract with the administrator is to be acted on at the regular January meeting. Length of the contract and salary shall be set at the time the contract is acted on by the board. The employment, in so much as it applies to the administrator, shall be on a basis determined by the board, beginning July 1.
5. The board may authorize the administrator or his or her designee to attend state or national educational meetings or conferences, and to visit other schools, intermediate agencies, in state and out of state, and other agencies or institutions, with actual expenses incurred to be paid from ESU #9 funds.

6. Performance Appraisal of Administrator

A formal appraisal of the job performance of the administrator of ESU #9 will be conducted annually. The appraisal will be conducted by the board using an evaluation instrument approved by the board.

G. BOARD MEETINGS

1. Policies

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

b. The board of Educational Service Unit #9 or any of its subcommittees which are authorized to hold hearings, make policy, or take formal action on behalf of the board shall meet as designated, mandated, or authorized by law. Such meeting shall be open to the public and notice of the time and place of each such meeting shall be given the public in a manner as directed by law, or if not directed by law, by a method designated by the board and recorded in its minutes.

c. Notice of the meeting shall be transmitted to all members of the public body and to the public. Notice of such meetings shall contain an agenda of subjects known at the time of the publicized notice.

d. Nothing in this policy shall be construed to prevent the board or its subcommittees as herein above referred to from holding any closed session as authorized and provided for by law.

e. Meeting as defined by this policy shall mean all regular, special, or called meetings, whether formal or informal, which meeting is held for the purpose of briefing, discussion of public business, formation of tentative policy, or the taking of any action by the board or any of its subcommittees as herein defined.

f. As used herein the word meeting shall not be construed to apply to chance meetings, or to attendance at or travel to conventions or workshops at which there is no meeting of the board intentionally convened and at which there is no vote or other action taken regarding any matter over which the board has supervision, control, jurisdiction, or advisory power.
g. The board or its applicable subcommittees shall have the right to enforce reasonable rules and regulations regarding the conduct of persons attending the meetings. The board and its applicable subcommittees shall not be required to allow citizens to speak at each meeting nor may it forbid public participation at all meetings.

h. The board and its applicable subcommittees shall not knowingly hold a meeting in a place too small to accommodate the anticipated audience for the purpose of circumventing the provisions of law pertaining to conducting open meetings, provided, however, that neither the board nor its applicable subcommittees shall be deemed in violation of this policy if it holds its meeting in its traditional meeting place.

i. The board and its applicable subcommittees shall upon request make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at a public meeting. The board and its applicable subcommittees shall make available at the meeting, 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.

j. A complete and accurate set of minutes of each meeting shall be kept in compliance with all legal requirements. The minutes shall constitute an official record of the proceedings of the board. The minutes shall be signed by the secretary and president upon approval by the board.

2. Regular Meetings

a. The board of Educational Service Unit #9 shall conduct its regular meeting the third Monday of each month unless set at some other day by majority vote of the members of the board present and voting at any meeting preceding the meeting for which the day has been changed from the third Monday of the month. Reasonable advance publicized notice of the time and place of each meeting of the board of Educational Service Unit #9 shall be provided each board member and the public by a method designated by the board and recorded in the board minutes. The board of Educational Service Unit #9 shall at each meeting designate an alternative date to the regular meeting date if such alternative date shall be necessary due to inclement weather, illness of board members, or any other factor beyond the control of the individual members of the board so that a quorum of the board cannot be convened on the regular meeting date. Notice of such alternate meeting date shall be set forth in the public notice setting forth the regular meeting date as well as the alternate date.

If due to circumstances as described in this policy the alternate meeting date become the board meeting date and at the meeting there is a lack of quorum, the board by a majority vote of a quorum may conduct telephonically, or by other technological means, such necessary items of business as cannot in the best interest of Educational Service Unit #9 be tabled.
In the event a board meeting as here and referred to shall be held telephonically, or by other technological means, the secretary of the board may appoint a certificated administrative staff member of Educational Service Unit #9 to electronically record or in other manner produce and maintain for all lawful purposes the minutes of such board meeting which minutes shall include a synopsis of all issues addressed by the board and a recording whether written or otherwise of the results of roll call votes taken at such telephonic or other technologically conducted meeting.

b. The board or its applicable subcommittees shall maintain an agenda in the principle office of ESU #9 and shall be readily available for public inspection during normal business hours. The agenda shall be kept continually current, except that the agenda shall not be enlarged later than 24 hours before the commencement of any public meeting unless the agenda item in question is of an emergency nature. The board or its applicable subcommittees shall have the right to modify the agenda to include items of an emergency nature only at the public meeting for which the agenda has been prepared.

c. The secretary or a designee of the board shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them on the time and place of each meeting, and the subjects to be discussed or advised that a copy of the agenda is available for public inspection.

d. The minutes of each meeting of the board of Educational Service Unit #9 shall show the time, place, members present and absent, and the substance of all matters discussed.

e. Any action taken on any question or motion duly moved and recorded shall be by roll call vote in open session and the record shall state how each member voted, or if the member was absent or not voting.

f. The vote to elect the president, vice president, and secretary may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.

g. The minutes shall be public record and constitute an official record of the proceedings of the board and open to public inspection during normal business hours.

h. Minutes shall be written and available for inspection within ten working days, or prior to the next convened meeting, whichever occurs earlier.

i. The board or its applicable subcommittees may make reasonable rules and regulations regarding video-taping, televising, photographing, broadcasting or recording by means of a tape recorder, camera, or video equipment. This policy shall not be construed to grant any right of attendance to the public at closed sessions.
j. Unless altered by the board itself, the order of business at regular meetings shall be:

   1) Call to order.
   2) Attendance at meeting and reading of minutes of previous regular meeting and any intervening special meetings.
   3) Approval of minutes.
   4) Action on bills presented.
   5) Approval of financial report.
   6) Consideration of matters pending before the board.
   7) Presentation by the administrator of new items for board consideration.
   8) With the approval of the board, receive reports from professional personnel, committees, community groups, or individuals.
   9) Adjournment.

3. Emergency Meetings, Minutes of Emergency Meetings, and Public Reporting of Emergency Meetings

a. When it is necessary to hold an emergency meeting without a 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. Provisions of the board policy on notice to the media shall be complied with in conducting an emergency meeting.

b. Complete minutes of such 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 business day.

4. Closed Sessions

a. The board or its subcommittees as defined in the policy on open meetings may hold a closed session if such a closed session is clear and necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual who has not requested a public meeting. Closed sessions may be held for, but shall not be limited to, such reasons as:

   1) Strategy sessions with respect to collective bargaining, real estate purchases, or litigation.
   2) Discussion regarding deployment of security personnel or devices.
   3) Investigative proceedings regarding allegations of criminal misconduct.
   4) Evaluation of a job performance of a person and when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting.

b. Nothing in this section shall permit a closed meeting for the discussion of the appointment or election of a new member to any public body.
c. The vote to hold a closed session shall be taken in open session. The vote of each member on the questions of holding a closed session, the reason for the closed session, and the time when the closed session commenced and concluded shall be recorded in the minutes. When the board or its subcommittees shall hold such a closed session, such closed session shall be restricted to considerations of matters during the closed session to only those purposes set forth in the minutes as the reason for closed session. The meeting shall be reconvened in open session before any formal action may be taken.

d. Nothing in this policy shall be construed to require that any meeting be closed to the public. No closed session shall be used for the purpose of circumventing any of the requirements pertaining to the holding of open meeting requirements of applicable law.

5. Objections to Closed Sessions

a. Any member of the board or applicable subcommittee of the board shall have the right to challenge the continuation of any closed session in which such member is involved if such member determines the session has exceeded the reasons stated in the original motion to hold a closed session or if the member intends that the closed session is neither clearly necessary for the protection of the public interest or the prevention of needless injury to the reputation of an individual.

b. When any such member shall make such a challenge, that challenge shall be overruled only by a majority vote of the members of the board or the committee participating in the closed session. Such vote shall be by roll call and shall be recorded by the secretary or acting secretary of the board or subcommittees involved, but the vote on such challenge need not be done in an open session of the board or its applicable subcommittee. Such challenge and its disposition shall be recorded in the minutes of the board or the applicable subcommittee.

6. Special Meetings

Unless altered by the board, the order of business at special meetings shall be:

a. Call to order by a statement of purpose for which the meeting was called.

b. Consideration of items for which the meeting was called.

c. Adjournment.

7. Official Actions
a. Official actions may be taken only at a regular or special meeting of the board. In cases of emergency, the administrator or president may poll members individually on actions to be taken, but such actions shall be officially ratified at the next board meeting. A board member or group of board members as individuals shall not give a decision on matters affecting the operation of ESU #9 to residents, patrons, teachers, employees, pupils, or persons having business with the board of Educational Service Unit #9 when not in a regular or special meeting of the board, unless authorized by the board to do so.

b. In general practice, whenever a teacher or other employee, resident of ESU #9, patron, pupil or person having business with ESU #9 makes a request to a board member as an individual for some action or a change in some action on the part of the staff members, employees, or the board, the board member should be willing to listen to such requests but should not commit himself or herself to a course of action until the matter is presented at a board meeting. The board member should also urge the person to discuss the matter with the administrator.

8. Public Notice

a. Public notice of all regular meetings of the board of Educational Service Unit #9 as designated by the board president, will be printed in the following:
   1) The Hastings Tribune - Hastings
   2) The Doniphan Herald - Doniphan
   3) The Aurora News-Register - Aurora
   4) The Superior Express - Superior
   5) The Red Cloud Chief - Red Cloud
   6) The Clay County News - Sutton

b. Said notice will be published reasonably in advance of the regular meeting and in no event less than three days prior to the regular meeting. The agenda which shall be kept continually current shall be readily available for public inspection at ESU #9 during normal business hours. Except for items of an emergency nature, the agenda shall not be enlarged later than 24 hours before the scheduled commencement of the meeting. Proof of publication shall be presented at the beginning of each board meeting and made a part of the official minutes of the meeting.

c. Notice of meeting of committees of the board of Educational Service Unit #9 or of special meetings of the board of Educational Service Unit #9 will be published in the Hastings Tribune reasonably in advance of such meeting but in no event less than three days prior to any such meeting. Proof of publication of any board committee meeting or any special board meeting shall be presented at the beginning of any such meeting and made a part of the official minutes of Educational Service Unit #9.

9. Quorum—Definition
For purposes of all board action a quorum shall mean five members of the board of Educational Service Unit #9. No board action can be taken unless a quorum is present.

H. FILLING VACANCIES ON THE BOARD

Whenever any vacancy occurs on the board of Educational Service Unit #9, the remaining members of the board shall appoint an individual residing within the geographical boundaries of the ESU #9 area to fill such vacancy for the balance of the unexpired term by using one or more of the procedures identified in this policy.

DISTRICT REPRESENTATIVES

1. Publish notice in the newspapers of general circulation in the district where the vacancy has occurred, that a vacancy on the board exists and citizens interested in filling said vacancy should contact ESU #9, or;

2. Request the boards of education of schools located within the district where the vacancy exists to recommend to the ESU #9 board citizens, who reside within the district who should be considered as candidates for the district representative position, or;

3. A board search committee appointed by the president to recommend to the board of Educational Service Unit #9, citizens who reside within the district, who should be considered as candidates for the district representative position.

I. REIMBURSEMENT TO BOARD MEMBERS FOR ALLOWABLE EXPENSES INCURRED IN ATTENDING LOCAL, STATE AND NATIONAL CONFERENCES

The policy of the board of Educational Service Unit #9 is to encourage its members to attend local, state and national conferences, conventions, workshops and seminars so that each member can keep abreast of the many current issues facing today's boards. Regular participation by members of the board will assure access to the current information and thinking, and the legal and legislative mandates that impact today's educational service agencies.

To afford each member full opportunity to participate in the many growth and development activities available, board policy is developed in order to assure fairness, equity and equal access to all the funds budgeted each year for attendance at local, state or national conferences.

LOCAL, STATE AND NATIONAL GROWTH AND DEVELOPMENT CONFERENCES

1. ESU #9 funds will be budgeted each budget period in an amount sufficient to cover the allowable expenses for up to five (5) ESU #9 board members to attend the State School Board Conference hosted by the Nebraska Association of School Boards.
2. ESU #9 funds will be budgeted each budget period in an amount sufficient to cover allowable expenses for up to five (5) ESU #9 board members to attend the fall and spring meetings of the Nebraska Educational Service Unit Board Association (NESUBA).

3. ESU #9 funds will be budgeted each budget period in an amount sufficient to cover the allowable expenses for each board member to attend one growth and development activity.

4. Each budget year, funds will be budgeted in an amount sufficient to pay the allowable expenses for up to four (4) board members to attend a national conference.

5. Should a board member or members elect to not participate in local, state or national conferences, those monies may with prior board approval be used by members who would wish to participate in those activities.

6. Members attending local, state and national growth activities, provided for the purpose of becoming a better board member, would be expected to share with other board members information, ideas and materials gathered and gained through participation in such forenamed activities.

7. Allowable expenses are defined but not necessarily limited to transportation, registration fees, lodging, meals, and taxi fare. Reimbursement is to be made upon submission of a completed expense claim form and receipts.

8. Board members shall be reimbursed for the actual and necessary expenses incurred in the performance of their duties. Mileage expenses shall be compensated at the annually authorized rate set by the board.

9. If more members request to attend a local, state or national activity than there are funds available to fully reimburse each member for allowable expenses, the board shall decide on a case-by-case basis how reimbursement will be handled. This would include but not be limited to prorating of reimbursement among members submitting claims for reimbursement or limiting the number of board members who will attend.

10. Travel arrangements will be made by ESU #9 for board members electing to travel by air, train, bus or ship. Whenever possible, cost of travel will be billed directly to ESU #9. Likewise, hotel/motel reservations will be made by ESU #9 and whenever possible billed directly to ESU #9.

J. MEALS AND REFRESHMENTS

It shall be the policy of the board of Educational Service Unit #9 to provide refreshments such as coffee, tea, donuts, cookies, and other such refreshments, from time to time, to ESU #9 employees, board members, committee members, ESU #9 school superintendents and others involved with or conducting business or activities on behalf of ESU #9.
It shall further be the policy of the board to, from time to time, make provisions for meals and refreshments when to do so assists ESU #9 employees, board members, committee members, ESU #9 school superintendents, and others engaged in the business of ESU #9 to accomplish the mission and role of ESU #9.

The board finds that board participation is enhanced by such amenity as are provided for by this policy. The board further finds that relationships with staff members and the understanding and collegiality among the staff members, board members, and administration are facilitated and rendered more efficient due to the provisions referred to in this policy. The board further finds that attendance at ESU #9 school superintendents meetings of ESU #9, which are implied by statute and required by accreditation regulations, is enhanced and assists ESU #9 in formulating policy and services as required by school districts in the ESU #9 boundaries. The board further finds that the provision of such amenity does not constitute compensation to members of the board.

K. BOARD OPERATING PROCEDURES

1. Standing Committees

Annually, members of the Claims Review; Personnel; Wages and Benefits; Building, Grounds, Transportation, and Technology; Budget, and other committees that may be created by the board shall be appointed by the president following the seating of new members and the election of officers. The number to serve on each committee shall be determined by the president. The president may serve as an ex-officio member of each committee.

2. Temporary or Ad Hoc Committees

Committees shall not have legislative or administrative functions except as specifically authorized in board minutes.

The president shall appoint such committees as may be deemed necessary or advisable by the board, and the president shall be, ex-officio, a member of each committee.

Summaries of all committee meetings shall be reported to the board for its information, recording, and possible action.

Once the function for which the committee was created has been completed, the committee will cease to exist.

3. Special Appointments

Members of the board may be appointed to represent the board on joint committees with other agencies or as advisors to other agencies. Special appointments will be made by
the president unless otherwise designated by the board and will serve during the term of the president.

4. **Authority of and Public Statements by Individual Members**

   It is understood that the members of the board of Educational Service Unit #9 have authority only when acting as a board in legal session.

   The board shall not be bound in any way by any action or statement on the part of any individual board member, except when such statement or action is in pursuance of specific, formal instructions from the board.

5. **Orienting New Board Members**

   The board of Educational Service Unit #9 and the administrative staff shall assist each new member-elect to understand the board's functions, policies and procedures and the operation of ESU #9 both before and after he/she takes office. Each member-elect:

   a. Shall be given selected material on the function of the board and ESU #9.

   b. Shall be invited to meet with the administrator and other administrative personnel to discuss services they perform for the board.

   c. Shall make copies available of the policies and by-laws, administrative regulations, and copies of pertinent materials that are designed to orient new board members.

6. **Conflict of Interest**

   The board of Educational Service Unit #9 or an individual board member shall abstain from voting on matters in which they may have a conflict of interest.

   Except as defined in Nebraska statute, conflict of interest of a board member shall not prevent a board member from serving on the board or restrict the hiring or purchasing practices of ESU #9.

7. **Formulation/Adoption of Policies**

   The formulation and adoption of written policies is the basic method by which the Educational Service Unit #9 exercises its leadership in the operation of ESU #9. The study and evaluation of reports as to the execution of its written policies is the basic method by which the board exercises its control over the operation of ESU #9.

   Additions, deletions, or modifications may be made to any of the board policies with approval by a majority of the board in attendance at any regular or special meeting of the board of Educational Service Unit #9. However, proposed additions, deletions or
modifications to the board policy shall be discussed at one board meeting and acted upon at the next board meeting.

All board policies shall be formally adopted and recorded in the minutes of the board. Employees affected by any revisions, additions, amendments and/or deletions shall be so notified.

8. Formulation of Administrative Policies

The board of Educational Service Unit #9 shall delegate to the administrator the function of specifying required actions and designing the detailed arrangements under which ESU #9 will be operated.

Such rules and detailed arrangements shall constitute the administrative policies governing ESU #9.

New or amended policies shall be codified and placed in the ESU #9 administrative policy manual. Copies of new or amended administrative policies will be presented to the board members and staff for their information.

9. Adoption of Administrative Policies

The board does not adopt administrative policies unless specifically required to do so by law, or unless requested to do so by the administrator or as required by negotiated agreements with employee organizations.

The board reserves the right to review and require revisions of administrative policies should the policies, in the board's judgment, be inconsistent with the policies adopted by the board.

10. Membership in School Boards Association

The board of Educational Service Unit #9 shall determine on an annual basis if it wishes to continue membership in the Nebraska Association of School Boards.

11. Agenda Construction

Written meeting agendas will be prepared by the administrator in collaboration with the President of the board of Educational Service Unit #9. Any board member, staff member or patron may submit agenda items which will be placed in the agenda file for consideration for placement on the upcoming agenda by the administrator and the board president.

12. Control of Agenda
Control of the agenda is the responsibility of the chair.

Failure to list an item on the agenda shall not preclude its introduction at the meeting, but action to include it will require the unanimous consent of the board.

Final action will not be taken on items of new business introduced at a meeting which have not been on the agenda. Such matters will be referred to the staff for recommendations for action at subsequent meetings.

13. Parliamentary Procedure

All matters not covered by policies of the board of Educational Service Unit #9 or by statute, will be governed by parliamentary procedures following Robert's Rules of Order, latest edition. The president shall decide all questions of order, subject to an appeal to the board.

14. Voting by Members

Every member must vote on all matters. Board members are required to abstain in the case of possible conflict of interest. The roll shall be called and votes recorded for or against each motion. The order of calling the roll shall be serially rotated.

A majority vote of those present constitutes a successful vote except where state statutes or board by-laws specify otherwise.

15. Minutes

Minutes of each meeting will be approved with corrections as necessary at the next regular meeting of the board of Educational Service Unit #9. Copies of minutes will be signed by the president and board secretary and, along with all reports or documents cited in the minutes, shall become the official record of the proceedings of the board.

16. Preparation and Arrangements for Meetings

a. Support Materials

In addition to the agenda, the administrator shall prepare such supplementary reports, summaries or other support materials which aid the board of Educational Service Unit #9 in the conduct of its meeting.

Communications to the board will be entered in the appropriate section of the agenda, and a copy will become a part of the official board proceedings.

Support materials that are cited in the minutes of the board will be identified and become a part of official proceedings.
Copies of policies, regulations, budget and other pertinent documents of the board will be available at meetings except for items classified as confidential or personally identifiable.

b. Reports

Reports and other written material to be discussed will be conveniently displayed so that those attending the meeting may have access to them upon entry.

The board will be seated to best expedite its work but also so that staff or others may speak directly to board members and join in their discussion as appropriate.

Each board member will be identified to the public by a desk name plate even if the board member is absent from the meeting.

17. Smoking at Board Meetings

Smoking will not be permitted at board meetings.

18. Budget Hearing

The board of Educational Service Unit #9 will meet annually for purposes of holding a public hearing on its budget document as provided by statute. A record of the hearing will be made a part of the board's official proceedings.

19. Conduct of Budget Hearing

The purpose of a public budget hearing is to provide interested citizens an opportunity to express their opinions about the proposed budget of the board of Educational Service Unit #9. The president of the board shall preside.

The board shall make available to those in attendance a written summary of information about the budget.

The meeting will be opened by the chair announcing the purpose of the hearing and the procedure for its conduct.

The chair will request the staff to give a brief oral overview of the budget.

Individuals will be offered the opportunity to make statements about or ask questions about the budget.

a. In seeking the floor, individuals will state their name and place of residence and indicate whether they speak for themselves or for an organization.
b. A five-minute time limit will be normally allotted to individuals, subject to extension at the discretion of the chair.

The hearing will be recorded by audiotape, or other electronic means.

Since the board is in session for purposes of the hearing, it will make no resolutions and take no official action.

The ESU #9 school superintendents, or their designees shall be be informed of all budget hearings, and have the budget presented to them for review and input.

20. Conduct of Public Hearings on Personnel

Any required personnel hearings shall be held before a quorum of the board of Educational Service Unit #9. The president of the board shall preside. Due and proper notice of the hearing shall be given and the hearing shall be held in accordance with the open meetings law.

An attorney, other than the attorney of ESU #9, shall be selected and designated as the advisory attorney. The advisory attorney shall rule upon evidence and objections and shall perform other duties as are provided by these rules of procedure but shall not otherwise participate in the hearing. Prior knowledge of the facts involved shall not, in itself, be a reason for disqualification.

The advisory attorney shall remind the board members of the oath of office and of the fact that if any board member is not able to make a fair and impartial determination based upon the evidence presented at the hearing, he or she should disqualify themselves prior to commencement of the hearing.

All witnesses shall be sworn by the advisory attorney. Testimony shall be offered in question and answer form and all witnesses shall be subject to cross-examination. Objections and admissibility of evidence will be ruled upon by the advisory attorney.

At the conclusion of the evidence, both parties may make closing statements.

During the deliberations the advisory attorney may answer legal questions and shall assist the board in drafting of the specific findings and determinations of any minority opinions. The board shall reduce its findings and determinations to writing. The findings and determinations shall be based solely upon evidence presented at the hearing. Copies of the findings and determinations shall be furnished to the employee as soon as practical.

Formal action will be taken at the time, place, and date specified in the original notice and the employee will be advised of the action taken at said meeting.
III. GENERAL ADMINISTRATION

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A. QUALIFICATIONS OF THE ADMINISTRATOR

The chief administrator of ESU #9 who is first employed after the effective date of NAC 84 (Jan. 2, 1989) shall hold a valid Nebraska Professional Administrative Certificate pursuant to 92 NAC 21.

The qualifications of the administrator first selected after the adoption of NAC Rule 84 beyond those specified in NAC Rule 84 shall be determined by the board.

B. PROCEDURE FOR SELECTING THE ADMINISTRATOR

The method for selecting a chief administrator shall be determined by the board and may include the use of Administrator Selection Services or committee(s) created by the board for the sole purpose of identifying candidates for the position of chief administrator.

C. ADMINISTRATOR JOB DESCRIPTION

General Description

The board shall employ an administrator who shall serve as the executive officer of the board and as supervisor of ESU #9 services. The board, at its discretion, may enter into a contract with an administrator for either one, two, or three years, but not to exceed a three-year period. The contract with the administrator is to be acted on at the regular January meeting. Length of the contract and salary shall be set at the time the contract is acted on by the board. The employment, in so much as it applies to the administrator, shall be determined by the board and begin on July 1.

A formal appraisal of the job performance of the administrator of ESU #9 will be conducted annually by the board of ESU #9.

Qualifications of the Administrator

The chief administrator of ESU #9 who is first employed after the effective date of NAC 84 (January 2, 1989) shall hold a valid Nebraska Professional Administrative Certificate pursuant to 92 NAC 21.

The qualifications of the administrator of ESU #9 first selected after the adoption of NAC Rule 84 beyond those specified in NAC Rule 84 shall be determined by the board of ESU #9.

Specific Duties of the ESU #9 Administrator

1. The administrator shall be the chief executive officer for the board of Educational Service Unit #9 and shall have direct supervision over all operations of ESU #9.
2. Although the administrator has the power to delegate duties, he/she shall remain responsible to the board for all such delegated duties.

3. The administrator shall attend all meetings of the board unless excused by the board. The administrator may be excused by the board from any meeting at which his/her election or re-election is under consideration.

4. The administrator shall prepare or cause to be prepared an annual budget to be presented to the board for consideration no later than the regular July meeting of the board of ESU #9. He/she shall administer the budget as adopted by the board and shall have the power to purchase all budgeted items.

5. The administrator or designee shall recruit, select and recommend for employment to the board the personnel needed by ESU #9 to fulfill its role and mission and requests for services by member schools.

6. The administrator shall maintain an accurate record of all financial transactions by maintaining records which identifies and documents all receipts, expenditures and other financial transactions of ESU #9.

7. The administrator or designee shall be responsible for maintaining an accurate record of all materials and equipment owned or leased by ESU #9. The administrator shall report to the board any losses of materials or equipment not consumed in use.

8. The administrator shall be responsible for establishing the agenda and presiding at regularly scheduled ESU #9 school superintendents meetings.

9. The administrator shall keep the board informed on the status of programs and services being provided member schools and the need for new programs and services as identified and recommended by member schools.

10. The administrator or his/her designee shall be responsible for the development and implementation of an accountability and reporting system for all ESU #9 services, including core services.

11. The administrator shall maintain a public relations program which will be responsible for keeping the public and member schools informed about programs, services, and activities of ESU #9.

12. The administrator shall develop and implement a plan to insure that effective communication, cooperation, and collaboration occurs with external agencies and community organizations that align with the role and mission of ESU #9.

13. The administrator shall establish policy and procedures which will help insure compliance with board policy, state, and federal law and regulations.
14. The administrator or designee shall be responsible for developing a plan for the ongoing exploration of outside funding resources to support the role's mission of ESU #9 (e.g. grants).

15. The administrator or his/her designee shall be responsible for evaluation the performance of ESU #9 personnel and shall make appropriate recommendations to the board regarding the continuation, amendment, termination or non-renewal of the contract of employment for each certified employee.

16. ESU #9 shall be represented only by the administrator or his/her designated representative at meetings affecting ESU #9 programs or policies.

17. Except in his/her own employment, the administrator shall recommend to the board the initial employment, continuing employment and promotion of all ESU #9 employees. The administrator shall recommend to the board the renewal, terminations or modification of work agreements of classified staff and, the reduction in force, amendment, termination, cancellation or the non-renewal of contracts of certificated staff.

18. The administrator or designee shall be responsible for periodically conducting an internal communications audit and implementing a plan to insure that internal communications within ESU #9 are effective.

19. The administrator shall be responsible for collecting those data items which are necessary to complete the reporting requirements of the board, state and federal government.

20. The administrator shall cause to be developed the administrative procedures, rules and regulations required to assure efficient implementation of board and administrative policy.

21. The administrator shall be responsible for the scheduling and use of the facilities of ESU #9.

22. The administrator or designee shall approve all purchase orders for items covered by the budget.

23. The administrator shall have the authority to assign or reassign employees in the best interest of ESU #9. Requests for reassignment shall be submitted to him/her and shall be subject to his/her decision.

24. The administrator may reclassify and/or grant merit salary increases to classified personnel based on recommendations from the employee's immediate supervisor or director.
D. POLICIES CONCERNING FACILITY USE

It shall be the policy of the board of Educational Service Unit #9 to make its facilities available for use to school districts wishing to use the facilities for educative purposes on the following terms and conditions:

1. Member schools shall be entitled to use the facilities of ESU #9 for meetings, conferences, inservice activities, staff development activities, and any other educative activity funded in whole or in part by ESU #9 or when such activities are carried out by ESU #9 with grant funds or other funds whether earmarked or not for particular activities or particular groups or entities when such funds are administered through ESU #9.

2. For any activities as above enumerated which are funded in whole or in part by ESU #9 monies whether from cash reserves, budgeted expenditures which funds arise from member school district contract charges or other charges or fees, or from monies granted to ESU #9 without condition, nonmember schools may participate in such activities by paying such user fees as the board of Educational Service Unit #9 may deem fair and reasonable.

3. For any nonmember school who wishes to attend any activities presented under the auspices of ESU #9, for which activities funds with conditions or provisions exist directing ESU #9 use of the funds for a particular group which may include nonmember schools, then nonmember schools may be served in accordance with the terms and conditions of such grant funds, provided, however, that in the event the funds as referred to in this subparagraph are inadequate to be compensatory as to ESU #9, an incidental or surcharge may be assessed against nonmember schools to cover such expenditures made in the provision of such services by ESU #9 which are not compensated by such grant funds.

E. ORGANIZATIONAL PLAN FOR ESU #9

1. Organizational Plan

ESU #9 is administered in accordance with an organizational plan, developed by the staff and approved by the board of Educational Service Unit #9. The organizational plan shall:

a. Consist of a table of organization for all administrative and management positions.

b. Be a part of the board Policy of Educational Service Unit #9.

c. Be reviewed periodically with changes adopted by the board as necessary.

d. Administrative positions which become vacant through normal attrition will not automatically be filled as they exist in the organizational plan. Instead, the plan will
be re-examined to determine if the plan can be made more effective by changing the job description, combining functions or otherwise changing the plan.

2. **Participatory Decision-Making**

The board of Educational Service Unit #9 encourages the administrator and management staff to create and maintain appropriate mechanisms such as councils and committees to:

a. foster good communications within the staff.

b. allow representative members of the staff to have a voice in the development of policies and in the making of decisions affecting them.

3. **External Consultants**

The board of Educational Service Unit #9 encourages the use of consultants as a means of providing ESU #9 with specialized services not normally required.

4. **Legal Counsel**

The board shall use an attorney at law to advise on all legal matters.

Members of the ESU #9 staff may have access to ESU #9’s legal counsel only at the specific direction of the administrator.

At times it may become necessary for ESU #9 to obtain additional legal assistance for ESU #9. The administrator is authorized to make appropriate arrangements for additional legal services.

The appointment of the ESU #9 attorney and the amount to be paid ESU #9's attorney shall be set annually by the board of Educational Service Unit #9.

5. **Job Descriptions**

Every management position shall have a written job description.

Specific job descriptions for each management position shall be kept current and on file in the office of the director of each service.

6. **Administration**

The board of Educational Service Unit #9 appoints an administrator as its chief administrative officer. The administrator shall organize an administrative and supervisory team to provide effective and efficient administration of the policies of the board of
Educational Service Unit #9, administration rules and regulations, and the services provided schools served.

Administrative and supervisory positions in ESU #9 are recommended by the administrator and approved by the board. In addition, some positions are required by state law. It is the intent of the board to activate a sufficient number of such positions to provide the services requested by member schools and to provide for the effective management of ESU #9.

In each of these cases, the board will approve the broad purpose and function of the position, and delegate to the administrator the task of writing, or causing to be written, a job description for the position.

The board of Educational Service Unit #9 instructs the administrator to maintain a comprehensive set of job descriptions for all such positions.

The administration of ESU #9, in all of its aspects, except as otherwise provided by law, is delegated to the administrator who shall carry out the executive and administrative functions in accordance with the policies adopted by the board of Educational Service Unit #9. The execution of all decisions made by the board of Educational Service Unit #9 concerning the internal operation of ESU #9 shall be delegated to the administrator.
ORGANIZATIONAL
CHART
FOR
EDUCATIONAL
SERVICE UNIT #9
IV. FISCAL MANAGEMENT

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A. FISCAL MANAGEMENT

1. **Use of Funds.** The board of Educational Service Unit #9 may receive, for the purpose for which made available, any school district, county, state or federal funds made available to it, or funds or property received from other sources, and may use tax revenue from the levy of ESU #9 for operational expenses and for the purpose of matching any funds that may be made available to it on a matching basis by any state or federal agency. The board of each ESU may utilize such personnel or services that may lawfully be offered by any state or federal agency or governmental unit. 79-1224

2. **ESU #9 Budget Requirements.** Prior to the levying of any tax provided by law, the board of Educational Service Unit #9 shall prepare a budget for the operation and maintenance of ESU #9 for the ensuing year. The budget shall itemize the contemplated expenditures and the expected revenue from taxation received by ESU #9, core service funds, and from available federal, state, and county sources, from contractual revenue from school districts, and from all other agencies and sources.

3. **Budget Publication Required.** A summary of the prepared yearly budget of an educational service unit shall be published one time in a legal newspaper published in or of general circulation in each county in the unit at least five days before a meeting at which such budget shall be considered for adoption by the board. Such publication shall also specify the date, time, and place of the public hearing at which the budget will be considered and any tax levy made.

4. **Board Report of Yearly Activities.** The board of an educational service unit shall cause to be published by November 1 of each year a brief report of the yearly activities of the board. The report shall include the amount of revenue received and expenditures itemized by categories. This publication shall be for one time in a newspaper of general circulation distributed in each county in the educational service unit. A copy of the report shall be distributed to each member school district by November 1 of each year. 79-1228.

5. **Maximum Levy.** Educational service units may levy a maximum levy of one and one-half cents per one hundred dollars of taxable valuation of property subject to the levy. 77-3442.

6. **Core Services–Cost Estimate, Appropriation, Legislative Intent.** 79-1241.01.

   To carry out section 79-1241.03, it is the intent of the Legislature to appropriate for each fiscal year the amount appropriated in the prior year increased by the percentage growth in the fall membership of member districts plus the basic allowable growth rate described in section 79-1025. For purposes of this section, fall membership has the same meaning as in section 79-1003. Fall membership data used to compute growth shall be from the two most recently available fall membership reports.
7. **Core Services—Distribution of Funds; certification by department to educational service unit and learning community; distribution.**

(1) Two percent of the funds appropriated for core services and technology infrastructure shall be transferred to the Educational Service Unit Coordinating Council. The remainder of such funds shall be distributed pursuant to subsections (2) through (6) of this section.

(2)(a) The distance education and telecommunications allowance for each educational service unit shall equal eighty-five percent of the difference of the costs for telecommunications services, for access to data transmission networks that transmit data to and from the educational service unit, and for the transmission of data on such networks paid by the educational service unit as reported on the annual financial report for the most recently available complete data year minus the receipts from the federal Universal Service Fund pursuant to 47 U.S.C. 254, as such section existed on January 1, 2007, for the educational service unit as reported on the annual financial report for the most recently available complete data year and minus any receipts from school districts or other educational entities for payment of such costs as reported on the annual financial report of the educational service unit.

(b) The base allocation of each educational service unit shall equal two and one-half percent of the funds appropriated for distribution pursuant to this section.

(c) The satellite office allocation for each educational service unit shall equal one percent of the funds appropriated for distribution pursuant to this section for each office of the educational service unit, except the educational service unit headquarters, up to the maximum number of satellite offices. The maximum number of satellite offices used for the calculation of the satellite office allocation for any educational service unit shall equal the difference of the ratio of the number of square miles within the boundaries of the educational service unit divided by four thousand minus one with the result rounded to the closest whole number.

(d) The statewide adjusted valuation shall equal the total adjusted valuation for all member districts of educational service units pursuant to section 79-1016 used for the calculation of state aid for school districts pursuant to the Tax Equity and Educational Opportunities Support Act for the school fiscal year for which the distribution is being calculated pursuant to this section.

(e) The adjusted valuation for each educational service unit shall equal the total adjusted valuation of the member school districts pursuant to section 79-1016 used for the calculation of state aid for school districts pursuant to the act for the school fiscal year for which the distribution is being calculated pursuant to this section, except that such adjusted valuation for member school districts that are also member districts of a learning community shall be reduced by fifty percent for school fiscal years 2008-09 and 2009-10, thirty percent for school fiscal year 2010-11, and ten percent for each school fiscal year thereafter. The adjusted valuation for each learning community shall equal fifty percent, for school fiscal years 2008-09 and 2009-10, thirty percent, for school fiscal year 2010-11, and ten percent, for each school fiscal year thereafter, of the total adjusted valuation of the member school districts pursuant to section 79-1016 used for the calculation of
state aid for school districts pursuant to the act for the school fiscal year for which the
distribution is being calculated pursuant to this section.

(f) The local effort rate shall equal $0.0135 per one hundred dollars of adjusted valuation.

(g) The statewide student allocation shall equal the difference of the sum of the amount
appropriated for distribution pursuant to this section plus the product of the statewide
adjusted valuation multiplied by the local effort rate minus the distance education and
telecommunications allowance, base allocation, and satellite office allocation for all
educational service units and minus any adjustments required by subsection (5) of this
section.

(h) The sparsity adjustment for each educational service unit and learning community
shall equal the sum of one plus one-tenth of the ratio of the square miles within the
boundaries of the educational service unit divided by the fall membership of the member
school districts for the school fiscal year immediately preceding the school fiscal year for
which the distribution is being calculated pursuant to this section.

(i) The adjusted students for each multidistrict educational service unit shall equal the fall
membership for the school fiscal year immediately preceding the school fiscal year for
which aid is being calculated of the member school districts that will not be members of a
learning community and ninety percent of the fall membership for such school fiscal year
of the member school districts that will be members of a learning community pursuant to
this section multiplied by the sparsity adjustment for the educational service unit. The
adjusted students for each single-district educational service unit shall equal ninety-five
percent of the fall membership for the school fiscal year immediately preceding the
school fiscal year for which aid is being calculated if the member school district will not be
a member of a learning community and eighty-five percent of the fall membership for
such school fiscal year if the member school district will be a member of a learning
community pursuant to this section, multiplied by the sparsity adjustment for the
educational service unit. The adjusted students for each learning community shall equal
ten percent of the fall membership for such school fiscal year of the member school
districts multiplied by the sparsity adjustment for the learning community.

(j) The per student allocation shall equal the statewide student allocation divided by the
total adjusted students for all educational service units and learning communities.

(k) The student allocation for each educational service unit and learning community shall
equal the per student allocation multiplied by the adjusted students for the educational
service unit or learning community.

(l) The needs for each educational service unit shall equal the sum of the distance
education and telecommunications allowance, base allocation, satellite office allocation,
and student allocation for the educational service unit and the needs for each learning
community shall equal the student allocation for the learning community.

(m) The distribution of core services and technology infrastructure funds for each
educational service unit and learning community shall equal the needs for each
educational service unit or learning community minus the product of the adjusted
valuation for the educational service unit or learning community multiplied by the local
effort rate.

(3) If an educational service unit is the result of a merger or received new member school
districts from another educational service unit, the educational service unit shall be
considered a new educational service unit for purposes of this section. For each new educational service unit, the needs minus the distance education and telecommunications allowance for such new educational service unit shall, for each of the three fiscal years following the fiscal year in which the merger takes place or the new member school districts are received, equal an amount not less than the needs minus the distance education and telecommunications allowance for the portions of the educational service units transferred to the new educational service unit for the fiscal year immediately preceding the merger or receipt of new member school districts, except that if the total amount available to be distributed pursuant to subsections (2) through (6) of this section for the year for which needs are being calculated is less than the total amount distributed pursuant to such subsections for the fiscal year immediately preceding the merger or receipt of new member school districts, the minimum needs minus the distance education and telecommunications allowance for each educational service unit pursuant to this subsection shall be reduced by a percentage equal to the ratio of such difference divided by the total amount distributed pursuant to subsections (2) through (6) of this section for the fiscal year immediately preceding the merger or receipt of new member school districts. The needs minus the distance education and telecommunications allowance for the portions of educational service units transferred to the new educational service unit for the fiscal year immediately preceding a merger or receipt of new member school districts shall equal the needs minus the distance education and telecommunications allowance calculated for such fiscal year pursuant to subsections (2) through (6) of this section for any educational service unit affected by the merger or the transfer of school districts multiplied by a ratio equal to the valuation that was transferred to the new educational service unit for which the minimum is being calculated divided by the total valuation of the educational service unit transferring the territory.

(4) For fiscal years 2010-11 through 2013-14, each educational service unit shall have needs minus the distance education and telecommunications allowance equal to an amount not less than ninety-five percent of the needs minus the distance education and telecommunications allowance for the immediately preceding fiscal year, except that if the total amount available to be distributed pursuant to subsections (2) through (6) of this section for the year for which needs are being calculated is less than the total amount distributed pursuant to such subsections for the immediately preceding fiscal year, the minimum needs minus the distance education and telecommunications allowance for each educational service unit pursuant to this subsection shall be reduced by a percentage equal to the ratio of such difference divided by the total amount distributed pursuant to subsections (2) through (6) of this section.

(5) If the minimum needs minus the distance education and telecommunications allowance pursuant to subsection (3) or (4) of this section for any educational service unit exceeds the amount that would otherwise be calculated for such educational service unit pursuant to subsection (2) of this section, the statewide student allocation shall be reduced such that the total amount to be distributed pursuant to this section equals the appropriation for core services and technology infrastructure funds and no educational service unit has needs minus the distance education and telecommunications allowance
less than the greater of any minimum amounts calculated for such educational service unit pursuant to subsections (3) and (4) of this section.

(6) The State Department of Education shall certify the distribution of core services and technology infrastructure funds pursuant to subsections (2) through (6) of this section to each educational service unit and learning community on or before July 1 of each year for the following school fiscal year. Except as otherwise provided in this subsection, any funds appropriated for distribution pursuant to this section shall be distributed in ten as nearly as possible equal payments on the first business day of each month beginning in September of each school fiscal year and ending in June. Funds to be distributed to a learning community in school fiscal year 2010-11 shall be distributed in ten payments on the first business day of each month beginning in September 2010 and ending in June 2011, with each of the first five payments equal as nearly as possible to seventeen percent of the amount to be distributed and with each of the last five payments equal as nearly as possible to three percent of the amount to be distributed. Funds distributed to educational service units pursuant to this section shall be used for core services and technology infrastructure with the approval of representatives of two-thirds of the member school districts of the educational service unit, representing a majority of the adjusted students in the member school districts used in calculations pursuant to this section for such funds. The valuation of individual school districts shall not be considered in the utilization of such core services or technology infrastructure funds by member school districts for funds received after July 1, 2010. Funds distributed to learning communities on or before January 15, 2011, shall be used for learning community purposes with the approval of the learning community coordinating council. Funds distributed to learning communities after January 15, 2011, shall be used for evaluation and research pursuant to section 79-2104.02 with the approval of the learning community coordinating council.

(7) For purposes of this section, the determination of whether or not a school district will be a member of an educational service unit or a learning community shall be based on the information available May 1 for the following school fiscal year.

(8) It is the intent of the Legislature that:
(a) Funding for core services and technology infrastructure for each educational service unit consist of both amounts received pursuant to this section and an amount greater than or equal to the product of the adjusted valuation for the educational service unit multiplied by the local effort rate; and
(b) Each multidistrict educational service unit use an amount equal to at least five percent of such funding for core services and technology infrastructure for cooperative projects between member school districts and that each such educational service unit use an amount equal to at least five percent of such funding for core services and technology infrastructure for statewide projects managed by the Educational Service Unit Coordinating Council. 79-1241.03

8. Property Tax Funds; use. Funds generated from the property tax levy shall only be used for purposes approved by representatives of two-thirds of the member school districts in an educational service unit, representing a majority of the students in the member school districts. The valuation of individual school districts shall not be
considered in the utilization of such funds received after July 1, 2010. Each educational service unit shall prepare and transmit a written proposal of core services offerings and use of the property tax levy to all member school districts. The member school districts through their designated representatives shall indicate their approval or disapproval of the proposal within thirty calendar days after receipt of the proposal, and failure to so indicate within such time period shall be deemed approval of the proposal.79-1242.

9. **Charge for Services.** The board of Educational Service Unit #9 may charge for a portion or all the costs of services provided member schools.

B. **DUTIES OF THE BOARD**

1. **ESU #9 Budget.** The board of Educational Service Unit #9 will annually consider and adopt a budget after a public hearing. The budget shall reflect estimated reserves, receipts, and anticipated expenditures for the ensuing fiscal year. The administrator shall use the operations budget as the means for conducting ESU #9 activities for the fiscal year. The board may revise the operating budget during the year as deemed necessary. The fiscal year shall be from September 1 to August 31.

2. **Authorized Purchases.**
   a. ESU #9 shall purchase only those goods and services authorized by law.
   b. ESU #9 shall not make sales tax exempt purchases for the purpose of resale to any person, corporation, or organization, which is not exempt from sales tax, nor shall ESU #9 make any purchases for the purpose of resale to individuals, corporations, or organizations when such resale is not authorized by law.

3. **Annual Audit.** The board of Educational Service Unit #9 shall cause a complete and comprehensive annual audit to be made of the books, accounts, records, and affairs of the educational service unit. The board of Educational Service Unit #9 may contract with the Auditor of Public Accounts or select a licensed public accountant or certified public accountant or firm of such accountants to conduct the audit and shall be responsible for the cost of the audit pursuant to the contract. Such audit shall be conducted in the same manner as audits of county officers. The original copy of the audit shall be filed in the office of the Auditor of Public Accounts. 79-1229

4. **Authorized Depositories.** ESU #9 funds shall be placed in depositories approved by the board. The board shall annually re-authorize depositories.

5. **Bonds.** The treasurer for the board of Educational Service Unit #9 and employees of the board of Educational Service Unit #9 who handle money of a substantial nature, shall be bonded. Extent of bonding and coverage shall be determined annually.
6. **Disbursement of Funds.** Checks written on the treasury of ESU #9 shall be signed by the president or in his/her absence the vice-president, the secretary and the board member designated by the board as the live signature. Use of facsimile signatures is authorized but one of the three signatures shall be a live signature.

The Administrator and Director of Financial Services are authorized to sign checks written on the treasury of ESU #9 in an amount not to exceed five hundred dollars ($500) per check. Authorization to be reviewed annually by the board of ESU #9.

C. **BUSINESS**

1. **Informal Bidding Procedure.** (Bids and Quotations) These quotes can be accepted without board action, but shall be requested in writing by the Administrator or designee and shall be kept on file. If there are local responsible dealers who submit substantially equivalent quotes on similar quality merchandise, they may be given preference. The bidding requirement cannot be waived for capital construction.

   All purchases of more than $5,000 shall be by contracts and approved by the administrator or designee.

2. Bids shall be advertised on all purchases exceeding $10,000 on which specifications can be reliably written, the quality measured or gauged, and the quantity measured or counted. For capital construction, advertisement shall be made by the board or its designee no fewer than ten (10) days before the opening of such bids in the same legal newspapers in which public notice is published for regular and special board meetings. Such notice shall be published using industry standards and in concordance with state law.

   For bid projects not representing capital construction, newspaper publication may be waived if publication may be sufficiently made online via the ESU website or other common medium that satisfies the legal publication requirement. Additionally, bids may be submitted electronically or other non-sealed methods for such bids with contract totals under the current statutory limitations as long as a bid sheet is made available to all vendors.

   Sealed bids are to be opened in the main office of ESU 9 at the specific time stated in the bid form. Bids on construction contracts and items of unusual nature are to be opened at the board office at a regular time as stated in the bid form. All bidders shall be notified of the opening and invited to be present.

   Bids or quotations received after date and time specified in the specifications shall be returned to the bidder unopened.

   The board shall have discretion in determining the responsibility of the bidders and shall award the contract to the lowest responsible bidder, providing such bidder fully meets
the specifications. If there are local responsible dealers who submit equal bids on the same quality of merchandise, they may be given preference.

Changes in the amount or the condition of the bid will not be allowed once the bid has been received by the board or its agents. Awards shall be made only on the specifications advertised or amended prior to the official opening of the bids.

When in the judgment of the board due to the unique nature of the item being purchased, there is no apparent benefit in obtaining bids, the board may waive the bidding requirement.

3. Receiving Agents, Salesmen, and Other Business Representatives. No employee shall visit with or discuss matters of a personal nature with any representative during the hours the employee is on duty, except by special permission of the administrator.

4. Official Records and Reports. All employees shall promptly furnish to the administrator data items which are required in order to complete the reporting requirements of the state and federal government by ESU #9. Personally identifiable data items shall be established and maintained by ESU #9 in a manner that will assure confidentiality, rights and privacy.

5. Funds Management. The board of Educational Service Unit #9 is responsible for the control of all funds of ESU #9.

Funds available to the board shall be managed to ensure that they are expended for the purposes for which they were appropriated and that ESU #9 receives a reasonable return for its expenditures.

All receipts shall be accounted for in accordance with standard accounting procedures and reported regularly to the board.

Monthly financial reports shall be provided and approved by the board.

6. Gifts, Grants, and Bequests

Gifts to ESU #9 or a program operated by ESU #9 may be accepted by the board under the following conditions:

a. The gift shall not promote a political cause or a religious view.

b. Gifts become the property of ESU #9 which shall assume the right to remove or change the items or to use them in another program or building.

c. Gifts shall be accepted by the board for Educational Service Unit #9 but without collateral agreements for maintenance of the article, restrictions or conditions on its use, or commitment for replacement.
d. Gifts must, when applicable, conform to minimum specifications of quality standards as established by ESU #9.

e. A recommendation shall be made to the board of Educational Service Unit #9 prior to acceptance of any gift.

f. Publicity releases and/or announcements about gifts made to ESU #9 should not precede action of acceptance by the board of Educational Service Unit #9.

The board of Educational Service Unit #9 encourages donations of gifts. It does not encourage donations that are on standard lists of items normally furnished by ESU #9 or schools served.

7. Expenses and Authorization for Attendance at Educational Workshops, Conferences, Training Programs, Official Functions, Hearings, or Meetings

IT SHALL BE THE POLICY of Educational Service Unit #9 to permit and to authorize elected and appointed officials, employees, or volunteers of ESU #9 to incur certain expenses authorized by law for travel to and from attendance at educational workshops, conferences, training programs, official functions, hearings, or meetings subject to the following:

a. This policy shall pertain to elected and appointed officials and, employees of ESU #9, or volunteers performing services under the supervision and at the direction of ESU #9. This policy shall not pertain to employees incurring mileage expense during the regular course and scope of employment if such mileage is governed by other board policy, a collective bargaining agreement, or an order from the Commission of Industrial Relations or other competent tribunal.

b. No expenditure shall be authorized by the board for travel to and from attendance at any educational workshop, conference, training program, official function, hearing, or meeting, either within or outside of the boundaries of ESU #9 unless the following conditions have been met:

1) Employees of ESU #9, or volunteers performing services under the supervision and at the direction of ESU #9, shall submit a request in writing to the administrator for authority to attend such educational workshop, conference, training program, official function, hearing, or meeting.

2) The purpose of the attendance has been concisely described in writing by the requesting party to the administrator and the requesting party shall have submitted in writing to the administrator an estimated cost for travel and attendance relating to the event.

3) The administrator has approved travel and attendance to such events in writing.
c. The board of Educational Service Unit #9 shall at the time of adoption of its budget authorize a total sum for expenditure for actual and necessary expenses incurred by elected and appointed officials, employees, or volunteers of ESU #9 to attend such educational workshops, conferences, training programs, official functions, hearings, or meetings as may be authorized as above described by the administrator.

IT SHALL BE THE POLICY of ESU #9 to annually review the amount budgeted for such travel and attendance at such events and the board shall annually determine whether such amount should be amended. If the above conditions have been complied with, any elected or appointed official, employee, or volunteer of ESU #9 shall submit to the administrator an accounting for reimbursement of actual and necessary expenses incurred by such individual to attend an educational workshop, conference, training program, official function, hearing, or meeting, and the board shall consider such claim at its next duly convened board meeting. If the board determines that the terms of this policy have been met and if the claims would not cause the budget line item expenditure sum budgeted for such purposes to be exceeded, the board may authorize reimbursement for registration cost, tuition cost, fees or charges, mileage at the per mile rate established annually by the board for the use of an individual's personal vehicle, or the actual travel expense if travel was authorized by commercial or charter means, meals and lodging at the applicable federal rate, unless a fully itemized claim is submitted substantiating the costs actually incurred in excess of such rate. Such additional expenses will not be allowed unless expressly approved by the board. In no event shall a claim be submitted or approved for any alcoholic beverages.

IT SHALL BE THE POLICY of ESU #9 to authorize, upon a majority vote of the entire board, one recognition dinner each year for elected and appointed officials, employees, or volunteers of ESU #9. In the event that a recognition dinner is authorized by board action whether for elected and appointed officials, employees, or volunteers jointly or separately, the maximum cost which may be authorized by the board for such dinners shall not exceed $25.00 per elected or appointed official, employee, or volunteer in attendance. This policy expressly prohibits the expenditure of ESU #9 funds for travel or attendance at any workshop, conference, training program, official function, hearing, meeting, or recognition dinner for the spouse of any elected or appointed official, employee, or volunteer unless the spouse is also an elected or appointed official, employee, or volunteer. In the event that an elected or appointed official, employee, or volunteer cannot reasonably allocate certain expenses to himself/herself and to his/her spouse, the elected or appointed official, employee, or volunteer shall allocate such expense in an equitable manner and may upon request of the administrator be required to render an explanation of such accounting in writing to the administrator.

The board of ESU #9 may at the time of adopting its annual budget and after a public hearing, authorize a sum certain for expenditure for plaques, certificates of achievement, or items of value awarded to any elected or appointed official, employee, or volunteer of ESU #9. Such items of recognition shall be for purposes of recognizing meritorious service, extraordinary benefit, or other conduct identified by the board of Educational
Service Unit #9 as conduct worthy of public acknowledgment. The dollar limit for the value on such plaque, certificate of achievement, or item of value to be awarded shall be set annually by the board and shall not be amended or altered more than once in any 12 month period. Before any funds of ESU #9 are expended for any plaque, certificate of achievement, or other item of value, a written recommendation for such recognition shall be forwarded to the board by any person making such recommendation, and the board may be by a majority vote authorize the expenditure of funds of ESU #9 for such item of recognition.

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A. COMPLAINT AND GRIEVANCE POLICY

1. Purpose

It is the intent of the board that potential areas of conflict and equitable solutions to problems which may arise affecting the work conditions of employees of ESU #9 be resolved at the lowest possible administrative level. In keeping with the goal to maintain high staff morale and increased effectiveness of employees, the board has adopted a formal procedure for resolving complaints and grievances.

Terms and Conditions

The following complaint and grievance procedures shall not apply to an employee’s evaluation, suspension without pay, or a proposed non-renewal, cancellation, termination, reduction in force, or amendment of an employees contract all of which shall be administered in accordance with Nebraska Law and shall be specifically exempt from this grievance procedure.

This policy shall not apply to teachers and certificated employees who are within a collective bargaining unit which has a negotiated agreement that includes complaint or grievance procedures.

2. Definitions

To insure that all parties have a clear knowledge and understanding of the formal grievance procedure, the following definitions of terms shall be used by the board and all employees of ESU #9.

a. **Complaint** - shall mean a claim based upon an event or condition which affects the working condition(s) of an employee or group of employees who are covered by this policy.

b. **Grievance** - shall mean a written complaint which was not resolved to the satisfaction of the aggrieved through the complaint procedure and the individual prefers to carry the complaint further.

c. **Party of Interest** - shall mean the person or persons making the claim, including their designated representative.

3. Formal Complaint Procedure

The aggrieved employee shall present the complaint directly to the immediate supervisor within ten (10) days of the knowledge of the event or condition that affects the employee. The employee and supervisor should discuss the issue(s) in an effort to resolve the problem informally within three (3) work days. If no response is given the employee
within three (3) work days, or the response is unsatisfactory to the employee, the complaint will, at that time, immediately become a grievance.

4. Formal Grievance Procedure

Once a complaint has not been resolved by the immediate supervisor to the satisfaction of the employee, the issue becomes a grievance and the following steps are to be taken:

a. The complaint, now a grievance, shall be reduced to writing and again be presented by the aggrieved employee directly to the immediate supervisor, using ESU #9’s Official Grievance Statement form within five (5) additional work days. The supervisor shall note the date that the grievance statement form is received, and complete the written portion summarizing the previous discussion and the decision made at the complaint level and shall return the completed form to the aggrieved employee within five (5) work days of receipt of the complaint form.

b. When the aggrieved employee has received the formal grievance statement from his/her immediate supervisor, the aggrieved employee has five (5) work days to submit the formal grievance statement form to the appropriate director. The employee's immediate supervisor shall provide the aggrieved employee with the name of the appropriate director on request.

c. The director shall note the date on which the grievance was received, and shall review the grievance and render a written decision to be attached to the complaint form statement within five (5) work days after receiving the complaint form. In an effort to reach a fair and just decision of the complaint, the director may gather information by interviewing any individual that the director feels may be helpful.

The grievance form and the attached copy of the director's decision shall be returned to the aggrieved employee.

d. If the aggrieved is not satisfied with the decision of the director, the aggrieved may within five (5) work days, refer the complaint to the ESU #9 administrator.

The administrator shall note the date on which the grievance form and the attached copy of director's decision was received, and shall render a written decision to be attached to the complaint form within five (5) work days after receiving the complaint form.

The administrator may review any written materials or records, and may interview any person that the administrator feels may be helpful in resolving the complaint.

The grievance form and the administrator's written decision shall be returned to the aggrieved employee within five (5) work days after receiving the grievance form.
e. If the aggrieved is not satisfied with the decision of the administrator, the aggrieved may within ten (10) work days, refer the complaint to the Board of Educational Service Unit #9 by submitting it to the board president.

The president of the board shall, at the next regular board meeting that is to be held no sooner than five (five) work days following receipt of the written appeal, conduct a hearing on behalf of the aggrieved employee. The hearing will be informal and may, in the discretion of the president of the board, be limited to the submission of written information. The board shall, at this same meeting, make a final decision based on the information presented. The board president shall notify the aggrieved employee in writing of the board's decision.

5. Rights of Employees

a. An employee may be accompanied or represented at any level of grievance procedure by a fellow employee, a representative of a professional organization in which membership is held, by private legal counsel or by other persons of the employee's choosing.

b. No loss of pay will be incurred by any employee for scheduled participation in the adjusting of a grievance.

c. No reprisal of any kind shall be taken by the board, the administrator, or the management team against any party of interest, or any other participant in the grievance procedure by reason of such participation.

d. Nothing contained in this procedure shall be construed so as to abridge, limit, or restrict the civil rights of any parties of interest.

B. EMPLOYMENT OF PERSONNEL

1. Qualifications of Certificated Personnel

a. All ESU #9 staff who have teaching responsibilities for students shall hold valid Nebraska teaching certificates pursuant to 92 NAC 21. Professional staff hired on or after January 2015 who hold valid teaching certificates but do not have teaching responsibilities will not be considered Certificated Personnel.

b. Teaching assignments shall be made only to ESU #9 teachers who hold valid Nebraska teaching certificates having appropriate endorsements, provided such endorsements are being offered by a Nebraska standard institution of higher education.
c. Special service certificate holders shall be limited to providing those services specified on their Nebraska Special Services Certificate.

2. Salary Policies for Certificated Personnel

a. General Provisions

At least annually, the board shall give due and worthy considerations to the salaries and benefits to be offered ESU 9 certificated personnel for the ensuing contract period.

b. Specific Provisions

1) No employee shall be placed on a salary column higher than a bachelor's degree plus 36 hours unless that employee holds a master's degree. No employee shall be placed in the salary column higher than master's degree plus 36 hours unless that employee holds a doctor's degree or an EdS when the EdS is required for the position held by the employee.

2) Upon hire, credit for experience will generally be limited to five years approved outside experience. Placement beyond this step will require board approval. Acceptable experience must be received after the person has earned a bachelor's degree appropriate for the position with the ESU #9, and said experience must have been in an accredited school or approved servicing agency. In making allowances for experience, the maximum salary in each bracket in the adopted salary schedule shall be observed.

Outside experience of less than a full year will be accepted or approved as experience for placement or advancement on the salary schedule. Experience with ESU #9 of less than a full year will also be accepted or approved for placement or advancement on the salary schedule.

3) Instructional staff shall follow the teaching day schedule of the assigned school or schools. Since state and federal law affords parents the opportunity to participate in planning conferences related to the free appropriate education of their child, at a "mutually agreed time and place and (parents) shall be afforded alternative opportunities should they be unable to attend," it may be necessary from time to time for the employee to perform some outside of school hour duties as a part of the basic contract. Such outside hours are not eligible for additional compensation.

4) Salary adjustments necessitated by absences shall be computed by dividing the contract salary of the employee by the contract days of employment based on full pay and benefits.
5) Although the schedule recognizes credit hours and advanced degrees, the Board of Educational Service Unit #9 has established conditions governing the acceptance of credits and degrees. Graduate credit must be earned in a college or university authorized to award graduate credit to be accepted for advancement on the schedule. Hours or advanced degrees should be related to the employee's position of employment with ESU #9 and must receive prior administrative approval to be acceptable for salary schedule purposes.

In no event shall any hours earned prior to the granting of any college degree be allowed to count toward salary schedule advancement in advance of such degree. (Example: nine hours beyond a bachelor's degree requirement are earned in advance of the conferral of the bachelor's degree. Maximum salary schedule placement is bachelor's degree, not bachelor's degree plus nine hours.)

6) After an employee has reached the salary schedule maximum, further increases may be granted if determined to be appropriate by the Board of Educational Service Unit #9. The administrator shall recommend such increases to the Board of Educational Service Unit #9.

7) The administrator has the authority to reassign staff members in the best interest of ESU #9. When such assignments occur, the employee will be assigned salary schedule placement commensurate with new assignment or as determined by the administration.

8) When the ownership of a program changes from the school district to ESU #9, the certificated school district personnel who will continue to serve the program as ESU #9 employees shall be placed on the salary schedule as determined by the Board of Educational Service Unit #9. The administrator shall make recommendations to the board on where personnel affected by change in program ownership should be placed on the ESU #9 salary schedule.

9) The board will take action necessary to assure that the salary schedule and related benefits do not violate state and federal laws regarding the elimination of discrimination on the basis of sex, race, color, national origin, age or disability.

10) Employees who have employment terminated because of reduction in force and who are re-employed with ESU #9 within the time period specified in board policy shall be placed on schedule in accordance with the board policies governing reduction in force.

11) Requests by ESU #9 employees to be placed on the salary schedule of school or schools served shall be denied.

3. SALARY POLICIES FOR SUPERVISORY LEVEL POSITIONS
“Supervisor” shall mean: A person who has expertise and holds the appropriate administrative credentials as defined by the Nebraska Department of Education, and evaluates at least two full time equivalent (2.0 FTE) certificated staff members.

Supervisory pay and contract days will be determined annually by the administration with approval by the board.

4. SALARY POLICIES FOR DIRECTOR LEVEL POSITIONS

Director salary and contract days will be determined annually by the administration with approval by the board.

5. DEFINITIONS FOR NON-CERTIFICATED AND NON-ADMINISTRATIVE PERSONNEL

“Classified Personnel” shall entail both “exempt” and “non-exempt” employees.

“Non-Exempt employees” shall mean those that are compensated on an hourly basis.

“Exempt employees” shall meet the requirements of the Fair Labor Standards Act or subsequent legal guidelines and include employees that are traditionally referred to as “salaried” that possess professional skills. A “Professional” shall mean someone who performs work that is predominantly intellectual and requires advanced knowledge of a field of science or learning that is customarily acquired through prolonged specialized study and requires regular use of discretion and judgment.

Exempt Employee Categories shall be deemed Professional/Technical in nature as described.

Certificated staff employed in non-teaching and non-supervisory roles. The listed certified positions hired prior to January 2015 shall be allowed to remain in their current employment categories and not become part of the Professional/Technical classification: Education Coordinators, Professional Development Specialist, and staff employed through contracts with the Nebraska Department of Education.

Classified Staff fulfilling professional and technical roles may be employed as exempt employees.

6. SALARY POLICIES FOR PROFESSIONAL/TECHNICAL POSITIONS

Salary and contract days will be determined annually by the administration and approved by the board.

7. SALARY POLICIES FOR NON-EXEMPT CLASSIFIED STAFF POSITIONS
Hiring rates and hourly wages will be reviewed annually by the administration and approved by the board. Work days will be dictated by the adopted ESU 9 calendar or the school calendar of the contracted school(s) served.

8. NEPOTISM

All otherwise qualified individuals will be given equal opportunity for Educational Service Unit #9 employment positions with the exception that no member of the Board of ESU #9 will be employed by ESU #9 in any position requiring a state license or state certification.

In order to minimize any potential conflict of interest, when applying for a position with Educational Service Unit #9, which is not prohibited by law, the applicant will give notice to the Board of ESU #9 and to the public by providing a written statement to the Board of ESU #9 disclosing the nature and extent of the applicant's familial relationship to a board member or ESU #9 employee. The written notice must be given prior to the Board of ESU #9 taking official action on the employment contract.

In order to minimize any potential conflict of interest or appearance of a conflict of interest, any board member who is related by blood or marriage to an applicant for a position with ESU #9 shall:

a. Not vote on the employment contract in question;

b. Not act as a representative of the Board of ESU #9 in inspecting or evaluating the job position in question;

c. Not act as a representative of the Board of ESU #9 to enter into or execute the employment contract in question;

d. Provide a statement for inclusion in the board minutes to demonstrate that disclosure of a familial relationship with an applicant was made prior to any hiring decisions.

If an immediate family member of a Board of Educational Service Unit #9 member, or an employee of ESU #9, becomes an applicant for an employment position, the Board of ESU #9 member and/or the ESU #9 employee shall, as soon as practicable after learning of such fact, complete NADC Form C-4 entitled "Employment of Immediate Family Members Disclosure Statement" which the administrator shall maintain in the personnel director's office, or a substantially similar statement, and file it with the secretary of the board of Educational Service Unit #9.

Except as above restricted, otherwise qualified people may be employed in any job capacity or serve as an Educational Service Unit #9 board member regardless of their familial relationships with ESU #9 or with any employee or board member of Educational Service Unit #9.
C. CONDITIONS OF EMPLOYMENT

1. Contracts

   a. Certificated employee contracts shall be on the form prescribed by the Board of Educational Service Unit #9.

   b. 1) Any certificated employee whose contract of employment may be amended, terminated, or not renewed for the following school year shall be notified in writing on or before April 15 of each year of such possible action on the contract. If the certificated employee wishes a hearing, a written request shall be sent to the secretary of the board or the administrator of the educational service unit with seven (7) calendar days after receipt of the written notice. If a hearing on such amendment, termination, or non-renewal is not requested within the time provided in this section, the board shall make a final determination. With regard to all hearings under Nebraska School Law, the certificated employee shall be advised in writing at least five days prior to the hearing of the date, time, and place of the hearing. All such hearings shall be held within 30 days of the date of the request for the hearing, except when the parties or their representatives, by a mutual agreement confirmed in writing, extend the time for hearings or final determinations by the board under Nebraska School Law. Unless continued by written agreement between the parties or their representatives, final action by the board shall be taken on or before May 15 of each year. 79-1236

   2) Prior to the hearing or action on the matter, if requested by the certificated employee, the notice of possible amendment, termination, or non-renewal and the supporting reasons shall be considered a confidential employment matter as provided in Nebraska School Law and shall not be released to the public or news media. 79-1236

   3) The board may elect to amend or not renew the contract of a probationary certificated employee for any reason it deems sufficient if such non-renewal or amendment is not for constitutionality impermissible reasons. Such non-renewal or amendment shall be in accordance with Nebraska School Law. Amendment or non-renewal for reasons of reduction in force shall be in accordance with the procedures provided in Nebraska School Law.

   4) At any time prior to the holding of a hearing or prior to final determination by the board to amend or not renew the contract involved, the probationary certificated employee may submit a letter of resignation for the ensuing school year, which resignation shall be accepted by the board.

2. Salary Payments

   Salary payment shall be made to contracted employees in 12 equal payments on the 15th day of each month.
3. Resignations

All resignations from employment with ESU #9 shall be submitted in writing to the administrator.

4. Verification of Employment Separation

A verification of separation shall be completed for each employee who does not continue employment with ESU #9 and an exit conference shall be conducted with each individual not continuing employment with ESU #9.

5. Release from Contract

The request by any contracted employee for release from his/her contract will not be granted unless the following conditions are met:

a. A suitable and qualified replacement has been employed to fill the position.

b. The conditions of the resignation are in the best interests of ESU #9.

6. Outside Employment

Full time employees of ESU #9 shall not engage in outside employment, conduct private business, or engage in activities that interfere with, or serve to be detrimental to, the faithful discharge of their duties and responsibility to ESU #9.

Except for Non-Exempt Employees of ESU #9, no employee shall enter into any employment agreement and/or contract with another school district in the State of Nebraska or partner organization of ESU #9 without express permission from the board of ESU #9.

Employees of ESU #9 shall not engage in any employment which is prejudicial to the statutory mission and role of ESU #9. Such employment may include, but is not limited to, advising, consulting with or rendering any service to any student, parent, or guardian of any student, or any other person to whom ESU #9 or school districts with ESU #9 owe a legal obligation or other obligations which is or may be provided in whole or in part through a contract for services with ESU #9. If such outside employment would result in an employee advocating an interest adverse to ESU #9, adverse to any school district service by contract with ESU #9, or which would give the appearance of compromising positions, advice, or other action of ESU #9, or is hostile to or prejudicial to any interests of ESU #9, then such employment is prohibited. It shall be the duty of any employee of ESU #9 when such employee reasonably believes that a potential conflict of interest may exist or outside employment may be prohibited by this policy, to immediately make such facts known to the administrator of ESU #9.
7. Substitute Teachers - Rate of Pay

Whenever a substitute teacher has worked for less than 15 consecutive days, the daily rate of pay for the substitute teacher employed by ESU # 9 will be the substitute teacher rate of pay established by the school or schools in which the substitute rendered the service. Whenever a substitute teacher has worked 15 or more consecutive days, the daily rate of pay for the substitute teacher shall be the per diem rate determined by the placement of such substitute teacher on the appropriate step of the salary schedule of Educational Service Unit #9, retroactive to the first day of employment. The daily rate of pay for long-term substitute teachers shall be the per diem rate determined by the placement of such long-term substitute teacher on the appropriate step of the salary schedule of Educational Service Unit #9 retroactive to the first day of assignment. Placement on salary schedule is not meant to include fringe benefits except for mileage.

8. Policy Conflicts

Employees serving schools who have contracted with ESU #9 for services shall also comply with the policies of the school served. Conflicts between school policy and ESU #9 policy shall be resolved by the administrator of ESU #9.

9. Extended Time

Recognizing that it is occasionally in the best interest of ESU #9 to require contracted staff members to work beyond the required contracted days and/or to work on a weekend, the policy of ESU #9 in this matter shall be as follows:

a. All recognized extended time must have prior written approval.

b. Employees required to work on an extended time basis may be compensated by taking a corresponding amount of time off of their regular contracted time or by receiving financial remuneration. Financial remuneration shall be awarded on an hourly basis with the rate per hour being that which the employee receives per hour under the employment contract.

c. The supervisor and the director or administrator will establish the amount of extended time prior to assigning the task. ESU #9 will not recognize that portion of a claim that exceeds the agreement.

d. Each individual who has accepted an extended time assignment, must complete a report of the time devoted to this assignment on a form to be prescribed by the director.

D. CONDITIONS OF EMPLOYMENT FOR CLASSIFIED EMPLOYEES
1. **Conditions**

   a. All classified employees shall be covered by this policy even though they may not be covered by Fair Labor Standards Act.

   b. ESU #9 is authorized to classify and re-classify positions based upon job descriptions and recommendations of the administration.

   c. Administration is authorized to write guidelines for administering this policy.

   d. Administrative raises may be granted by the administrator based on the performance evaluation and recommendations of immediate supervisor and director.

   e. Classified employees are eligible to participate in those benefits authorized by the board.

   f. Work agreements will be used to identify salary, benefits, working hours, and conditions for classified personnel.

   g. No classified employees shall work more than forty (40) hours per week without prior written approval of the administrator or his/her designee.

   h. While two weeks notice should ordinarily be given prior to terminating the employment of classified staff, the administrator in his sole discretion may terminate any classified employment with or without advanced notice and may, if he/she deems it advisable, suspend any classified employee with or without pay.

2. **Termination of Employment - Classified Employees**

   a. Voluntary Termination

      Any employee terminating employment with ESU #9 on a voluntary basis shall submit a letter of resignation as soon as possible with a minimum requirement of two weeks notice.

   b. Benefits – Termination of

      Employees leaving voluntarily shall be paid for any vacation leave that has been earned but not used. Employees leaving involuntarily shall not be paid for any vacation leave that has been earned but not used prior to the effective date of involuntary termination. Employees whether leaving voluntarily or involuntarily shall not be paid for any personal leave or sick leave that has been earned but not used.

3. **Vacation Policy**
a. Those employees under work agreements with ESU #9 and employed on a twelve-month basis shall earn paid vacation days as follows:

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<tr>
<th>Years of Employment</th>
<th>Days Earned</th>
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<td>1 through 5</td>
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<td>over 10</td>
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b. For determining vacation eligibility and benefits related thereto, the period of employment shall be based on the anniversary date (date employee started employment) of the employee and the period of employment must be continuous.

c. Employees do not accrue any vacation days during the first year of employment but upon completion of the first year of employment the 12-month employee shall be granted ten (10) days of paid vacation. After the first year of employment, vacation shall accrue at an even rate on a monthly basis.

d. The maximum number of vacation days an employee will be allowed to carry over from one year to the next shall be the number of days earned during the most recent year of employment. Any days not used that exceed the maximum will be lost to the employee.

E. EMPLOYEE BENEFITS

1. **Insurance Benefits** - Employees may participate in the group health and accident program and other insurance benefit programs provided by ESU #9 which include those required by state and federal law. ESU #9 shall provide liability coverage for all employees and board members.

2. **Nebraska School Retirement System** - Employees are subject to membership in the State School Retirement System and shall also be covered by Social Security.

3. **Tax Sheltered Programs** - Employees may participate in legal tax sheltered financial programs.

4. **Sick Leave**

   a. Each employee shall be eligible for one-day sick leave for every 18 working days or an accumulative maximum of ten days per year without loss of pay. Part-time employees shall receive prorated yearly sick leave based on the percentage that the employee's employment bears to full-time employment. This leave shall be cumulative from year to year not to exceed 60 days.
b. The time granted under this leave may be used for personal illness or because of death or serious illness of the employee's and spouse's immediate family. Immediate family shall mean husband, wife, children, parents, grandchildren, grandparents, sons-in-law, daughters-in-law, brothers, sisters, brothers-in-law, sisters-in-law, or persons bearing the same relation to the spouse. This policy includes stepparents, stepbrother, stepsister, and stepchildren.

c. An employee may, subject to prior administrator's approval, be authorized to borrow sick leave days but the number of days which can be borrowed shall not exceed the number of sick leave days to be earned during the balance of the year. Should employment be terminated before all borrowed sick leave days have been earned, there shall be a pay deduction from the employee's salary check based upon the number of unearned sick leave days and the employee's rate of pay. This does not in any way alter the method or rate of accumulating sick leave days which are contained in this policy. For purposes of this policy, "year" shall mean:

1) Contract year for certificated staff holding employment contracts with ESU #9.
2) Fiscal year for classified staff shall mean September 1 through August 31.

d. A leave report form shall be completed by each employee for each absence. Failure to comply may result in loss of pay.

e. If the administrator so requests, employees claiming sick leave privileges shall file a doctor's certificate attesting to such illness. If absence due to personal illness has involved ten (10) or more days, the employee shall, during such absence, if requested by the Board of Educational Service Unit #9, submit to examination by a physician of the board's choosing. Willful failure to submit such physician's statement as requested or willful failure to submit to such an examination if requested shall, at the election of the board, constitute just cause to pursue appropriate actions needed to assure that the instructional services provided to children and youth served by ESU #9 are not diminished.

f. Unless re-employed within one contract or fiscal year, whichever is applicable, all leave so accumulated terminates upon resignation, retirement or termination of employment. If re-employed within one contract or fiscal year, the employee retains any sick leave earned but not used at time of termination.

g. A salary deduction shall be made from the next regular paycheck of any ESU #9 employee whose days absent due to illness exceeds accrued sick leave as defined in board policy. If this method would create a financial hardship on the employee, the administrator may approve other methods of making the appropriate salary deduction.

h. Under the negotiated agreement with the Education Association, eligible employees can participate in a buy back of unused sick leave program.
5. **Workers' Compensation Benefits**

Notwithstanding any other policy of Educational Service Unit #9 concerning leave or coordination of leave, it shall be the policy of ESU #9 to require any employee of ESU #9 who is injured in the course and scope of employment to keep the administration informed of any application made by the employee for workers' compensation benefits, and if such application is approved or denied. If such application is approved, leave under the policies of ESU #9 shall be prorated so that the employee, who receives the prorated leave and workers' compensation insurance benefits, shall have received compensation equal to the compensation the employee would have received had he/she not been on leave.

In the event that the claim for workers' compensation is denied, leave under this policy shall not be prorated to the employee, but shall be granted without proration. If, after an initial denial of a workers' compensation claim, an employee's claim is later approved, such fact shall be made known to the administrator as soon as is reasonably possible, and the employee shall make the necessary arrangements so that any leave taken in excess of the proration provisions of this policy shall be recrated in favor of the employee and any compensation in excess of what should have been paid to the employee by ESU #9 shall, upon the execution of all proper documents by the employee be withheld in a reasonable manner as may be directed by the administrator.

6. **Pregnancy Leave**

A pregnant employee of ESU #9 is expected to perform the duties of her job function until such time as her personal physician determines that she is incapable of further performing them or that a health hazard exists for either the employee or the unborn child.

If upon determination by the physician or the pending delivery of the child prevents the employee from continued performance, procedures relating to pregnancy leave shall be followed. As related to pregnancy leave, ESU #9 policy is as follows:

a. The absence is charged to sick leave until all accrued sick leave is used or the employee returns to duty.

b. If pregnancy leave exceeds the amount of sick leave accrued by the employee, she may choose to use any or all vacation and/or personal leave or leave without pay. Arrangements for such leave shall be made and approved prior to taking pregnancy leave by submitting a Family and Medical Leave Application.

c. ESU #9 recognizes that breast milk promotes optimum growth and development of infants and that breastfeeding is a normal part of life. ESU #9 will make efforts to accommodate mothers who are returning to work and who choose to breastfeed. Efforts to promote flexible schedules will be promoted to accommodate the
employee's needs, and ESU #9 will help to provide a private room or space for the expression of milk that is close to an employee's work.

7. Personal Leave

a. First year employees shall be eligible for one day of personal leave. After completing one year of employment with ESU #9, each full time employee shall be eligible for two days of personal leave each year. Personnel employed less than full time will be eligible for personal leave under the terms and conditions specified in this policy excepting that the amounts of personal leave shall be proportion to the employee's full time equivalency. Requests for personal leave must be submitted in advance to the supervisor/director on the form provided for that purpose. Personal leave days shall not be granted immediately preceding or following a scheduled vacation or school break except at the discretion of the director or administrator.

b. Unused personal leave cannot be accumulated from year to year but may be converted to sick leave. A record shall be maintained of the unused personal leave days that have been converted to sick leave.

c. Any absence due to illness will first be applied to accumulated sick leave and then applied to unused personal leave days that have been converted to sick leave.

d. The unused personal leave days that have been converted to sick leave will be treated as an addition to the normal accumulated sick leave.

e. Unused personal leave days that have been converted to sick leave are excluded from the policy regarding maximum accumulated sick leave. Therefore, unused personal leave days converted to sick leave may be accumulated in addition to accumulated sick leave as specified in the Sick Leave Policy.

f. If an individual is re-employed within one contract or fiscal year, the employee will retain any personal leave that had been converted to sick leave but not used at time of termination. The prior service (FTE) will be considered when determining personal leave eligibility.

8. Bereavement Leave

For persons in the immediate family, up to three days leave may be granted with pay for each bereavement. Additional days may be charged as sick leave.

For persons not in the immediate family, leave must be taken as vacation, personal leave, or leave without pay.

Immediate family includes husband, wife, children, parents, grandchildren, grandparents, sons-in-law, daughters-in-law, brothers, sisters, brothers-in-law, sisters-in-law or persons
bearing the same relationship to the spouse. This policy includes stepparents, stepbrother, stepsister, or stepchildren.

It shall be the policy of ESU #9 to allow leave to its employees to attend the funeral of certain family members as matter of right. Incorporated within the concept of bereavement leave shall be a reasonable amount of time for traveling to and from funerals and for time away from work to make funeral arrangements as that may be required. As a matter of right, the bereavement leave shall apply to parents, children, brothers or sisters, grandparents or grandchildren of the employee.

In addition to bereavement leave which vests as a matter of right for employees of ESU #9, bereavement leave may be granted by the administrator for relatives of more remote degrees of kinship than those degrees of kinship which vest bereavement leave as a matter of right and the administrator may also in his discretion grant bereavement leave for persons who may not be of any degree of kinship but who upon representation by the employee and upon consideration by the administrator are believed by the administrator in his reasonable exercise of judgment to make the granting of bereavement leave appropriate. The Board of Educational Service Unit #9 recognizes that not all appropriate occasions for bereavement leave can be enumerated in policy and herewith grants unto the administrator the exercise of reasonable discretion to allow bereavement leave as appropriate to the employees of ESU #9. Because the board recognizes that there may be many varying circumstances in different cases pertaining to bereavement leave, the case-by-case decisions of the administrator shall not be construed to set precedent nor to in any way vest any rights other than those bereavement leave rights declared by this policy to exist as a matter of right. In the latter bereavement leave priority, no more time shall be allowed than is legitimately necessary.

9. Civil Leave

Time in court as a plaintiff or as a defendant on a personal matter may be charged to vacation or personal leave, if available, or if necessary, employees may take a leave of absence without pay.

In the event an employee is called for jury duty by any court of competent jurisdiction, the administration shall grant leave to perform such duty without loss of pay to the employee. Without loss of pay is to be interpreted as paying the difference between the employee's salary and compensation received for jury duty.

Employees who are subpoenaed to give testimony at proceedings which are not job related and are therefore not a part of the employee's assigned duties, may take a leave of absence without pay for time absent from duty. Time absent from duty may be charged to vacation or personal leave, if available. The administrator is authorized to grant regular compensation or any portion thereof if leave taken under this policy without pay would, in the sound discretion of the administrator, cause a hardship, or would be unfair or unreasonable to the employee.
Employees who are served with a work related subpoena and/or who are required to appear in a matter on behalf of ESU #9 or in which official records for which they are responsible shall have to be produced in court, shall be paid for their attendance in court and shall receive appropriate expenses, (travel, subsistence) from ESU #9 such expenses are not paid by the court or another party. If such appearances are occasional, employees shall retain any fees paid.

10. Other Professional Leave

a. Staff members asked to serve as consultants to outside organizations (not meant to include Nebraska ESUs) may do so if it is determined to be of direct benefit to and in the best interest of ESU #9 and according to the following provisions:

1) The requesting agency shall, unless the function is determined to be an "awareness session," reimburse ESU #9 the daily salary of the employee; travel, meals and lodging expenses shall be reimbursed directly to the employee.
2) If the staff member receives a stipend above expenses, ESU #9 is to be reimbursed daily cost of the staff member or the stipend received, whichever is less.

b. Employees of ESU #9 shall not be released from duty to serve on accreditation teams in schools served by ESU #9. With prior approval of the administrator, employees may serve as facilitators or consultants to the school.

c. An employee who is requested by a recognized state educational agency to serve on a work committee may also be granted leave for such work without loss of pay.

11. Adoptive Parent Leave

An adoptive parent may be authorized to take a leave of absence for a period of time to be determined by the administrator.

The staff member shall submit to the administrator in writing a request to take such leave of absence as soon as the employee can anticipate the date the leave is to commence. If approved, accumulated sick leave may be used for this leave of absence. Arrangements for such leave shall be made and approved prior to taking Adoptive Parent Leave by submitting a Family Medical Leave Application.

12. Leave of Absence Without Pay

An employee of ESU #9 may request a leave of absence without pay. Such request must be submitted in writing and specify:

a. The period of time the employee wishes to be absent from employment without pay.
b. The reason(s) for requesting such absence.

c. The day the employee will return to work. The board or the administrator reserves the right to grant or deny such requests, to make conditional provisions in writing for granting such requests. Termination of employment may result if the individual fails to comply with the conditional provisions.

13. Vacation Policy

The following shall constitute the policy of ESU #9 in regards to earned vacation: All personnel who are under contract with ESU #9 shall be on duty for the number of working days specified in the contract. All other days, within the contract period, belong to the employee.

14. Jury Duty

a. In the event an employee is called for jury duty by any court of competent jurisdiction, the administration shall grant leave to perform such duty without loss of pay to the employee.

b. Without loss of pay is to be interpreted as meaning the difference in pay between the employee’s salary and compensation received for jury duty.

15. Mileage

Employees who are approved to receive reimbursement for mileage incurred in the performance of their official duties shall be reimbursed in the amount per mile established by the Board of Educational Service Unit #9. From time to time the board shall review the amount per mile being paid to determine if it is meeting the needs of Educational Service Unit #9.

Administrative Policy shall be developed which will serve as the guideline for administering the mileage policy of Educational Service Unit #9.

17. Leave of Absence Policy for Professional Growth

a. Requests for leave of absence for certificated staff for professional growth shall include one or more of the following:
   1) A program of study or training such as college attendance, research, publishing, or other academically oriented programs.
   2) An opportunity for travel which will include an approved plan for professional growth.
   3) Employment in an educationally related position such as consulting or college teaching.
4) Other opportunities which will directly relate to programs of ESU #9 and will enhance the professional growth and development of the employee.

b. Leave of absence for professional growth shall be granted subject to the following terms and conditions:

1) The employee will have been satisfactorily employed by ESU #9 for five (5) years.
2) A suitable replacement can be found to fill the position during the employee's absence.
3) Leave may be granted for one semester, or one school year, or other defined period up to one school year.
   a) Requests for leave will be submitted in written form to the administrator no later than February 15 of the year preceding the school year for which the request is made.
   b) One semester requests should be submitted by February 15 for the first semester and August 15 for the second semester.
4) Requests for leave of absence will be reviewed by a committee composed of the director of personnel, the director of staff development, and the administrator. The administrator will make the final recommendation to the board. Final approval for leave of absence will be made by the Board of ESU #9.

c. Employees granted leave of absence for professional growth will be subject to the following rights and benefits:

1) The number of sick leave days accrued prior to the onset of the leave of absence will remain the same when the employee returns.
2) Upon return from the leave of absence the employee's personal leave benefits will be reinstated.
3) Each employee on leave of absence will receive credit towards salary schedule increments as if the employee had not been on approved leave of absence for professional growth purposes (leaves on step 6, get credit for step 7 during year's leave, return to employment on step 8).
4) ESU #9 will not pay the cost of health/dental benefit. The employee on leave of absence will be afforded the opportunity to continue to participate in ESU #9's group health plan, however, premiums will be paid by the employee.
5) The employee on leave of absence will not advance in seniority while on leave but will retain seniority status held prior to being approved for a leave of absence for professional growth purposes.

d. Other considerations:

1) The ESU #9 policy on reduction in force will apply to employees on leave of absence.
2) The employee returning from leave of absence will be returned to the same position if still qualified to perform the duties of such position. If said position is not available, the employee will be returned to a position of like seniority, status or pay.
F. TRAVEL POLICIES

1. Professional Travel

Whereas, it is desirable at some meetings and conferences that ESU #9 be represented and whereas, the staff and ESU #9 are benefitted from attendance at some conferences, certificated and licensed staff employed by ESU #9 may be granted permission for professional travel when such activities are of benefit to the employee and ESU #9.

a. Professional travel is established for all certificated and licensed staff, employed by ESU #9 and is subject to annual approval by the Board of Educational Service Unit #9. In addition, prior approval is required for all professional travel.

b. Requests for professional travel must be submitted a minimum of five school days in advance on the forms provided and must follow board policy and the procedures established for such purposes. Each request will be evaluated on its individual merits and in no instance does one decision set precedence for another decision.

c. There shall be no reimbursement for meetings and conferences of the Nebraska State Education Association or the National Education Association.

d. Approved applications for professional leave will not be subject to transfer nor will unused funds or professional leave days from one year be accumulated and carried over to the next year.

e. Claims for reimbursement must be accompanied by evidence of expenditures and will be submitted as a part of the ESU #9 claim form.

f. Professional travel will not be granted to extend beyond the official meeting or conference dates approved on the request except by specific prior approval of the administrator of ESU #9.

g. Staff conducting or attending workshops or institutes during a working day for which a stipend is paid by another agency will have their daily salary reduced by the amount of stipend received, or the employee can reimburse ESU #9 the amount of the stipend received. In which case, salary will not be adjusted. Staff members will be responsible for reporting stipends received under these conditions. Failure to do so can result in disciplinary action.

h. Any person approved for professional travel may be required to make a report to any appropriate group. The administrator may require a written report on any professional travel supported by ESU #9.

i. Full time certificated or licensed employees who have completed less than one year of service with ESU #9 and may be granted professional travel to attend intrastate or
regional educational conferences when such travel is determined to be of benefit to both the staff member and ESU #9.

j. Full time certificated or licensed employees who have been employed by ESU #9 for more than one year may be granted professional travel to attend national or regional educational conferences when such travel is determined to be of benefit to both the staff member and ESU #9. Professional travel for this purpose shall be limited to three working days and will be reimbursed under the schedule established by the board.

k. ESU #9 will reimburse the cost of meals under the terms and conditions specified in board and administrative policy only when an overnight stay is involved or business-related meals are documented and approved. This policy applies to business and professional travel in state and out of state.

l. Title I funds budgeted for inservice shall be expended in compliance with Title I regulations.

m. Membership dues are not eligible for reimbursement. Registration fees may be included in the request for reimbursement when a receipt accompanies the claim for reimbursement.

n. A staff member may be required to show evidence of current membership in the organization sponsoring the meeting or conference.

o. Less than full time certificated staff shall be eligible for professional travel except that time and money approved for professional travel will be in direct proportion to their full time equivalency.

p. Professional travel for college credit supported by ESU #9 funds is prohibited.

2. Business Travel

a. Attendance at meetings and conferences may be determined by the administrator to be of direct benefit to and in the best interest of ESU #9 and schools served. Administrative authorization to attend such meetings and conferences will be determined on this basis.

b. When it is determined by the administrator that attendance at a meeting or conference is of direct benefit to and in the best interest of ESU #9, attendance at said meeting or conference will be exempt from professional travel policies and will not affect the eligibility of the staff member for professional travel purposes.

c. Should attendance at a meeting or conference at the request of ESU #9 include a non-working day, expenses incurred may with prior approval, be eligible for
reimbursement. Professional staff members will generally not be paid a daily salary for attendance at said meetings or conferences attended on a non-working day or days.

d. Staff members paid from federal grant funds will be eligible to attend meetings or conferences as per the terms and conditions of the contract and budget between ESU #9 and the Nebraska State Department of Education and/or the U.S. Department of Education.

e. Any person approved for business travel may be required to make a report to any appropriate group. The administrator may require a written report on the business travel experience.

3. Reimbursement for Meals, Lodging, and Other Travel Expenses

a. Meals: Reimbursement for meals for employees for approved official ESU #9 professional and business travel shall be determined annually by the Board of Educational Service Unit #9. Amounts per meal include tax and gratuity. Because reimbursement for meals has been established by policy, it is not required that an employee submit a receipt for meals and gratuity when claiming reimbursement.

b. Receipts for lodging must accompany the claim for reimbursement for lodging. If lodging is to be paid directly by ESU #9 by letter of credit, a copy of the letter of credit must accompany the claim for reimbursement.

c. An employee may claim up to $10.00 per day for parking, taxi or limo without receipt. The employee may be required to provide documentation or rationale for costs exceeding this amount.

G. REDUCTION IN FORCE AND RECALL POLICY

1. Definitions

a. **Certificated employee** shall mean any teacher required to have a certificate from the State Department of Education who is employed by ESU #9.

b. **Probationary certificated employee** shall mean a certificated employee who served under a contract with ESU #9 for less than three successive years.

c. **Permanent certificated employee** shall mean a certificated employee 1) who has served under a contract with ESU #9 for at least three successive years under any contract which was entered into to create initial employment on or after September 1, 1986; or 2) who was initially employed by ESU #9 prior to September 1, 1986.
d. **Certification** as used herein shall refer to the holding of a certificate as that term is defined and approved by the Nebraska Department of Education.

2. **General Provisions**

   a. The contract of a certificated employee shall be deemed renewed and remain in full force and effect unless amended, terminated or not renewed in accordance with this policy.

   b. The Board of Educational Service Unit #9 by a vote of the majority of its total membership may determine that a **permanent certificated employee** contract shall be amended or terminated for any of the following reasons:
      1) Reduction in force as stated in this policy;
      2) Just cause as defined in this policy;
      3) A change of leave of absence policy;
      4) Failure to accept employment for the next school year within the time designated in the written request from the board or administrator; or
      5) Revocation, cancellation, suspension or termination of the permanent certificated employee’s certificate by the State Board of Education.

   c. A **permanent certificated employee** shall not be required to signify acceptance of next school year employment prior to March 15 of each year.

   d. The notice of possible amendment, termination or nonrenewal of a contract and the supporting reasons shall be considered a confidential employment matter and shall not be released to the public or news media.

3. **Amendment, Termination or Nonrenewal of Contract Due to Reduction in Force**

   a. **Definitions for Reduction in Force Policy**

      1) Seniority shall mean the total length of actual service with ESU #9, based upon the first day of actual contract service to ESU #9 as evidenced by the verification form signed by the employee on the first day of employment or re-employment.

      2) Attrition shall mean any normal turnover of staff, such as resignation and retirement.

      3) Reduction in force shall mean the elimination of a position or positions due to a change of circumstances necessitating a reduction in the number of certificated employees.

   b. **Notification for Staff Reduction**
Before a reduction in force shall occur, it shall be the responsibility of the board and administrator of ESU #9 to present competent evidence demonstrating that a change in circumstances such as financial exigency, change in service model, or a diminution of demand for services by the school districts served by ESU #9 has occurred necessitating a reduction in force. Any alleged change in circumstances must be specifically related to the certificated employee to be reduced in force. The board, based upon evidence produced at the hearing provided by this policy, shall be required to specifically find that there are no other vacancies for which the employee to be reduced is qualified by endorsement or professional training to perform.

c. **Reduction in Force Procedure**

Reduction in force of instructional staff shall be made on a school district by school district basis where applicable or on a program-by-program basis where applicable and not on a Unit-wide basis.

1) The reduction in force procedure for ESU #9 instructional staff (which as used herein shall mean special education teachers, Title I teachers, regular education teachers, early childhood special education teachers, and any other teachers so designated by the administrator) within a particular school district or, where applicable, districts, shall be subject to the following considerations:
   a) Attrition
   b) Elimination of positions held by non-certificated or non-degree employees where practicable.

2) If there is still a need for reducing the instructional staff then reduction in force shall occur as follows: assuming appropriateness of certification, endorsement, and college preparation does not resolve which employees will be retained without leaving an excess of employees to deliver services for ESU #9, then the following considerations shall be made in the order listed and shall control in determining reductions in force:
   a) Employees holding emergency or temporary certification
   b) Part time probationary certificated employees
   c) Full time probationary certificated employees
   d) Full time permanent certificated employees
      i) Reductions in force begin with the least senior certificated employee in a school district by school district, or program by program basis as the case may be.
      ii) If two or more employees have the same seniority, the employee with the least total years of professional education experience shall be reduced.
      iii) If a tie still exists, the employee with the lesser degree shall be reduced.
      iv) If a tie exists, it shall be the sole, exclusive and final judgment of the administrator as to which employee shall be reduced.
3) When reduction in force shall be necessary within programs operated by ESU #9, the word "program" shall mean Speech/Language Program and related supervision, Hearing Impaired Program and related supervision, any other heretofore unenumerated supervision, and other programs which would be created and would fit within this definition of program.

4) Supervisors of programs who are reduced in force shall be offered a position held by the least senior certificated employee within the programs they supervise. If not determinable solely by seniority then it will be determined by endorsement. A supervisor(s) who elects not to accept a position in the program(s) in which they were providing supervisory services shall go directly to the recall pool.

5) Director(s) who are reduced in force shall be offered a position held by the least senior supervisor, where applicable, or the least senior person who elects not to accept the offer of a supervisor position or a position held by the least senior employee under their direct or indirect supervision shall go directly to the recall pool.

6) The position of Director of Special Services shall be considered one program for reduction in force purposes.

7) The position of Director of Professional Development shall be considered one program for reduction in force purposes.

8) The position of Director of Financial Services shall be considered one program for reduction in force purposes.

9) The position of Director of Media/Technology Services shall be considered one program for reduction in force purposes.

d. Recall Policy

1) Recall Rights

   a) A certificated employee reduced in force according to this policy shall have preferred rights to re-employment for a period of 24 months commencing at the end of the contract year.

   b) A certificated employee wishing to retain recall rights shall prior to the last date of the employee's service notify or verify for the administrator or designee the certificated employee's mailing address to be used for notification of recall.

   c) The certificated employee has a right to waive recall if he/she is under contract to another educational institution. The waiver of right to re-employment shall not deprive the certificated employee of the right to
subsequent recall for the period of 24 months commencing at the end of the contract year during which the employee's contract was terminated due to reduction in force.

d) **Certificated employees** who are recalled by ESU #9 shall notify the administrator or designee in writing within ten (10) calendar days of receipt of the recall notice of their acceptance or rejection of recall to the position in the full time equivalency (FTE) offered by the Board of Educational Service Unit #9. If the certificated employee does not accept the recall assignment and full time equivalency offered by the board, the board will be deemed to have fulfilled its obligations under §79-1254.05 et seq. (R.R.S. 1943) and the board need not consider the employee who has been reduced in force for any further recall.

e) If the reduction in force of a [certificated employee](#) based upon the provisions of this policy would place ESU #9 or schools served in non-compliance of any federal or state law or regulations requiring affirmative action employment practices, ESU #9 may vary from these provisions as necessary to comply with such laws or regulations.

2) The ESU #9 policy to recall certificated employees whose contract has been terminated or amended to less than full time employment due to reduction in force is as follows:

a) **First Priority Recall by District(s)**

Certificated employees shall be recalled by ESU #9 on a basis of total service to ESU #9 as compared with other recall candidates who were serving in the same district in the affected employee's most recent employment with ESU #9. No certificated employee of ESU #9 shall be assigned or reassigned to any vacancy in a district where a reduction in force has occurred, until such position has been offered to employees who have been reduced in force and who are qualified by seniority and/or endorsement who were serving the school district in question at the time his or her reduction in force occurred.

b) **First Priority Recall by Program**

Certificated employees shall be recalled by ESU #9 to a program from which they have been reduced in force on the basis of total service to ESU #9 as compared with other recall candidates who were serving such a program in their most recent employment with ESU #9. No certificated ESU #9 employee shall be assigned or reassigned to any vacancy in a program where a reduction in force has occurred until such position has been offered to employees who have been reduced in force from such program and who are...
qualified by seniority and/or endorsement who were serving the program at the time the reduction in force occurred.

c) **Second Priority Recall**

The second priority will be to recall those certificated employees still having preferred right to re-employment to vacant positions in districts or programs other than those in which they were serving at the time of their reduction in force provided that a vacancy still exists after reassignment of current staff. Recall of the second priority certificated employees shall occur on the basis of seniority and/or endorsement.

4. **Amendment, Termination or Nonrenewal of Contract for Just Cause**

**Definitions** - The terms certificated employee, just cause, permanent certificated employee, and probationary certificated employee for purposes of this policy shall have the meaning as defined in state statute.

5. **Amendment or Nonrenewal of Contract of Probationary Certificated Employees**

a. The board may elect to amend or not renew the contract of a **probationary certificated employee** for any reason it deems sufficient, subject to the following:

1) Such amendment or nonrenewal of contract must be employment related.

2) Such amendment or nonrenewal of contract shall not be for constitutionally impermissible reasons.

b. At any time prior to the holding of hearing or prior to a final determination by the board to amend or not renew the contract, the **probationary certificated employee** may submit a letter of resignation for the ensuing school year. This resignation shall be accepted by the board.

6. **Hearing Procedures**

a. **General Provisions for Certificated Employees**

1) Any certificated employee whose contract of employment may be amended, terminated or not renewed for the following school year shall be notified in writing on or before **April 15** prior to the effected year of such possible action on the contract.

2) The certificated employee who wishes a hearing shall send a written request to the secretary of the board or the administrator of Educational Service Unit #9 within seven days after receipt of the written notice.
3) If a hearing on such amendment, termination or nonrenewal is not requested within the time provided in this policy, the board shall make a final determination at the next regularly scheduled board meeting, and may do so without any further proceeding.

4) The board may on its own behalf, or shall upon the request of the certificated employee, his or her representative, or the administrator:

   a) Subpoena and compel the attendance of witnesses residing within or without this state for the purpose of appearing and testifying at any hearing provided for in this policy; taking the deposition of such witnesses in the manner prescribed by law for the taking of depositions in civil actions in the district courts, and
   b) Subpoena the production of any papers, books, accounts and documents.

5) The certificated employee shall be advised in writing at least five (5) days prior to the hearing of the date, time and place of the hearing.

6) All hearings shall be held within 30 days of the date of the request for the hearing, except when the parties or their representatives, by a mutual agreement confirmed in writing, extend the time for hearings or final determinations by the board under this policy.

7) Unless continued by written agreement between the parties or their representatives, final action by the board shall be taken on or before May 15 of each year.

8) The hearing shall be in closed session at the specific request of the certificated employee or his/her representative and when there is an affirmative vote of the majority of the board members present and voting to hold such a closed session.

9) The formal action of the board to amend, terminate or not renew a contract of a certificated employee shall be taken in open session.

10) Notice of a hearing shall be given in accordance with state statute.

b. **Probationary Certificated Employee Hearing Request**

   1) The administrator shall provide notice which shall contain written employment related reasons for the proposed amendment or non-renewal of the probationary certificated employee contract.

   2) The reasons in the notice shall be sufficiently specific so as to provide the probationary certificated employee the opportunity to prepare a response.
3) The hearing requested by a probationary certificated employee shall be an informal due process hearing before the board or a committee thereof as authorized by statute and as referred to in this policy.

4) The probationary certificated employee or his/her representative shall be afforded the opportunity to discuss, explain and present information to the board concerning his/her position with regard to continued employment.

5) The probationary certificated employee may ask questions of those appearing on behalf of the administration of ESU #9.

6) The hearing for a probationary certificated employee may be held at the board's option before not less than a three-member committee of the board. Total membership of the committee shall be odd numbered and appointed by the board president.
   a) Notice of a hearing before a committee shall be sent to all board members five (5) days prior to such a hearing.
   b) The majority opinion of the committee shall constitute a recommendation to the board with the final determination being made by a majority vote of the members of the board without additional hearing.

c. Permanent Certificated Employee Hearing Request

1) The hearing before the Board of Educational Service Unit #9 when requested by a permanent certificated employee shall be a formal due process hearing.

2) The formal due process hearing procedure shall consist of the following: written notification to the permanent certificated employee of the grounds alleged for the termination; upon request of the permanent certificated employee a list of the names of any witnesses who will be called to testify against the permanent certificated employee along with a summary of testimony anticipated to be adduced at the hearing on behalf of the administration; and an opportunity to examine any documents that will be presented at the hearing. The hearing procedure will include the right to be presented and to cross-examine all witnesses and present evidence material to the issues.

3) A majority of the members of the board shall render its decision to amend or terminate a permanent certificated employee contract based solely upon the evidence produced at the hearing.

4) The board shall reduce its findings and determinations to writing and shall deliver a written copy of the findings and determination to the permanent certificated employee.
5) The Board of Educational Service Unit #9 may elect to have an impartial hearing officer conduct the hearing. The board shall cause the proceedings at the hearing to be recorded.

6) The administration is authorized to use legal counsel in preparing and presenting its case in any hearing as described in this policy.

d. Order of Hearing for Permanent Certificated Employees

1) Opening statement by the ESU #9 administrator or his/her representative.

2) Opening statement by the permanent certificated employee or his/her representative.

3) Representation of case in chief by the administrator or his/her representative.

4) Representation of case in chief by the permanent certificated employee or his/her representative.

5) Successive rebuttal by administrator or his/her representative and the permanent certificated employee or his/her representative as required.

6) Closing argument by administrator or his/her representative.

7) Closing argument by permanent certificated employee or his/her representative.

8) Submission of proposed findings of fact by both parties.

9) The Board of Educational Service Unit #9 will submit written findings of fact and determination to both parties prior to adjourning the hearing.
H. AFFIRMATIVE ACTION POLICIES

1. Elimination of Discrimination on the Basis of Sex

a. No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity conducted by ESU #9. Furthermore, ESU #9 will abide by all of the provisions of Title IX of the Education Amendments Act of 1972 and any additional amendments made thereto.

This policy prohibits employees or other persons acting in the name of and on behalf of ESU #9 from taking action which results in exclusion from participation in, denial of benefits from, or discrimination in, an educational program or activity because of the sex of a student or employee.

b. No rule on marital, family or parental status that treats one sex different from the other sex shall be applied or enforced.

c. Specific Conditions - The general provision portion of board policy shall apply to all aspects of ESU #9's employment programs, including but not limited to, recruitment, advertising, process of tenure, termination, layoffs, wages, job assignments, leaves of absence of all types, fringe benefits, training programs, employer-sponsored programs, including social or recreational programs and any other term, condition or privilege of employment. Specifically, the following personnel employment practices are prohibited.

1) Tests. Administration of any tests or other criterion which has a disproportionately adverse effect on persons on the basis of sex unless it is a valid predictor of job success and alternative tests or criterion are unavailable.

2) Recruitment. Recruitment of employees from entities which furnish as applicants only or preeminently members of one sex, if such action has the effect of discriminating on the basis of sex.

3) Compensation. Establishment of rates of pay on the basis of sex.

4) Job Classification. Classification of jobs as being for males or females.

5) Fringe Benefits. Provision of fringe benefits on basis of sex; all fringe benefit plans must treat males and females equally.

6) Marital and Parental Status. Pregnancies are considered temporary disabilities for all job-related purposes and be accorded the same treatment by ESU #9 as are all other temporary disabilities. No inquiry shall be made by ESU #9 in job applications as to the marriage status of an applicant, including whether such applicant is "Miss" or "Mrs.". But, inquiry may be made as to the sex of a job applicant for employment if made of all applicants and is not a basis for discrimination.
7) **Employment Advertising.** Any expression of preference, limitation, or specification based on sex, unless sex is a **bona fide** occupational qualification for the particular job in question.

d. **Policy Enforcement** - To ensure compliance with this policy, the administrator shall designate a member of ESU #9 staff:
   1) to coordinate efforts of ESU #9 to comply with this policy;
   2) to develop, and ensure the maintenance of a filing system to keep all records required under this policy;
   3) to investigate any complaints of violations of this policy;
   4) to administer the grievance procedure established in this policy; and
   5) to develop affirmative action programs, as appropriate; and
   6) provide for the publication of this policy on an ongoing basis to students, parents, employees, prospective employees and service unit employee unions or organizations, such publication to include the name, office address and telephone number of the compliance officer designated pursuant to this policy.

2. **Elimination of Discrimination on the Basis of Disability**

   a. The Board of Educational Service Unit #9 has determined that discrimination on the basis of disability in any education program or activity of ESU #9 is not to be permitted except where necessary to accomplish a specific purpose that does not infringe upon essential equality or fundamental fairness of the treatment of students served by, or, employees of ESU #9. Accordingly, employees of ESU #9 are required to comply with the provisions of Section 504 of the Rehabilitation Act of 1973 and the regulation promulgated thereunder by the U.S. Department of Education.

   b. **ESU #9 Employment Activities** - "No qualified disabled person shall on the basis of disability, be subjected to discrimination in employment under any program or activity." ESU #9 will take positive steps to employ and advance in employment qualified individuals with disabilities in programs and services provided to schools served by ESU #9. This applies to all aspects of ESU #9's employment programs, including but not limited to, recruitment, advertising, process of application for employment, promotion, termination, layoffs, wages, job assignments, fringe benefits, training programs, employer-sponsored programs, including social or recreational programs, programs and any other term, condition, or privilege of employment. Only those active alcoholics or drug abusers who cannot perform the essential functions of a job in question or who present a danger to life and property are not covered by this employment provision. Specifically, the following personnel employment practices are prohibited.

   1) The use of any employment test or other selection criteria that has the effect of screening out individuals with disabilities or any class of individuals with disabilities. The language of the regulation makes clear that such employment criteria will have to stand the scrutiny of the Department of Education.
2) Any pre-employment inquiry which tends to identify an applicant as an individual with a disability.

3) ESU #9 shall make all decisions concerning employment in a manner which ensures that discrimination on the basis of disability does not occur and may not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of disability.

4) Recruitment of employees from entities which furnish as applicants only or predominantly non-disabled applicants if such action has the effect of discriminating on the basis of disability.

5) Compensation. Establishment of rates of pay on the basis of disability.

6) Job Classification. Classification of jobs as being for disabled or non-disabled.

7) Fringe Benefits. Provision of fringe benefits on basis of disability; all fringe benefit plans must treat disabled and non-disabled equally.

8) Employment Advertising. Any expression of preference to employment of non-disabled only.

3. Elimination of Discrimination on the Basis of Race, Age, Color, Religion, Marital Status or National or Ethnic Origin

   a. **Statement Compliance:** It is the policy of ESU #9 not to discriminate on the basis of race, age, color, religion, marital status, or national or ethnic origin in its educational programs, employment policies, other agency administered programs and all related publications.

   b. **Employment Practices:** The Board of Educational Service Unit #9 and employees shall make no distinction on the grounds of race, age, color, religion, marital status, or national or ethnic origin in layoff or termination, upgrading demotion or transfer, rates of pay or other forms of compensation, in the assignment of personnel to provide services or the assignment of times or places for the provision of services.

   c. **Employee Benefits:** The Board of Educational Service Unit #9 and employees shall make no distinction on the grounds of race, age, color, religion, marital status, or national or ethnic origin as a requirement or condition which individuals must meet in order to receive an ESU #9 service or other benefit of an ESU #9 service.
I. AMERICANS WITH DISABILITIES COMPLAINT AND GRIEVANCE POLICY

1. Purpose

It is the intent of the Board of Educational Service Unit #9 that potential areas of conflict and equitable solutions to problems which may arise affecting the terms and working conditions of qualified individuals with disabilities be resolved consistent with the goal to maintain high staff morale and increased effectiveness of employees. The following is a formal procedure for resolving complaints and grievances regarding reasonable accommodation with regard to individuals with disabilities.

2. Definitions

To insure that all parties have a clear knowledge and understanding of the grievance procedure, the following definitions of terms shall be used by the Board of Educational Service Unit #9 and all employees of ESU #9.

a. **Complaint** - shall mean a claim based upon an event or condition which affects the terms or condition(s) of employment or employment-related activities of a qualified individual with a disability, as defined by the Americans with Disabilities Act, 42 U.S.C. §12,101 et. sec.

b. **Grievance** - shall mean a written complaint which was not resolved to the satisfaction of the aggrieved individual through the complaint procedure and the individual desires to carry the complaint further.

c. **Party of Interest** - shall mean the person or persons making the claim, including their designated representative.

3. Formal Complaint Procedure

The aggrieved employee shall present the complaint in writing directly to his or her immediate supervisor within 15 days of the employee's knowledge of the event or condition which affects the employee. The employee and supervisor should discuss the issue(s) in an effort to resolve the problem informally within three (3) working days from presentation of the complaint. After such discussion between the employee and the supervisor, the supervisor shall present a response to the employee within 45 days from the receipt of the complaint. Such response to the problem shall be in writing and be presented to the employee. If no response is given the employee within 45 days, or the response is unsatisfactory to the employee, the complaint will, at that time, immediately become a grievance.
4. **Formal Grievance Procedure**

If a complaint has not been resolved by the immediate supervisor to the satisfaction of the employee, the issue becomes a grievance and the following steps are to be taken:

a. The complaint, now a grievance, shall be reduced to writing and again be presented by the aggrieved employee directly to the immediate supervisor, using the Official Grievance Statement form obtained from the employer within five (5) additional working days. The supervisor shall note the date that the grievance statement is received, complete the written portion summarizing the previous discussion, and attach a copy of the written decision made at the complaint level. The grievance statement along with the summary of the supervisor and written decision at the complaint level, shall be completed and returned to the aggrieved employee within five (5) working days of receipt of the grievance statement.

b. When the aggrieved employee has received the formal grievance statement from his or her immediate supervisor, the aggrieved employee has five (5) working days to submit the formal grievance statement with attachments to the administrator. The administrator shall note the date on which the grievance statement with attachments was received, and shall begin investigation of the complaint and preparation of a written decision.

The administrator may review any written materials or records and may interview any person which the administrator feels may be helpful in resolving the complaint.

The administrator must then return the grievance statement with attachments, along with his or her written decision, to the aggrieved employee within 45 days after receiving the grievance statement. If, due to circumstances beyond the power and control of the employer and the administrator, the administrator is unable to render a written decision within 45 days, the administrator shall immediately notify the employee of the same and shall have an additional 45 days to complete his or her written response, or notify the employee that a decision cannot be reached.

c. If the aggrieved employee is not satisfied with the decision of the administrator, or is notified that no decision could be reached, the aggrieved employee may appeal the decision, or notice of no decision, within ten (10) working days of receipt of the decision or notice, by referring the complaint to the Board of Educational Service Unit #9. The aggrieved employee shall appeal the same by submitting the grievance statement with attachments, along with the decision or notice from the administrator to the board president.

The president of the board shall, at the next regular board meeting that is to be held no sooner than five (five) work days following receipt of the written appeal, conduct a hearing on behalf of the aggrieved employee. The hearing will be informal and may, in the discretion of the president of the board, be limited to the submission of written
information. The board shall, at this same meeting, make a final decision based on the information presented. The board president shall notify the aggrieved employee in writing of the board's decision.

5. **Rights of Employees** - The following are the rights of the aggrieved employees during the complaint and grievance procedure:

a. The employee may be accompanied or represented at any level of the complaint and grievance procedure by a fellow employee, a representative of a professional organization in which membership is held, or by an attorney.

b. No loss of pay will be incurred by any employee for scheduled participation in the adjusting of a grievance.

c. No reprisal or retaliation of any kind shall be taken by the board, the administrator, or supervisor against any party of interest, or any other participant in the grievance procedure by reason of such participation.

d. Nothing contained in this procedure shall be construed so as to abridge, limit, or restrict the civil rights of any parties of interest.

J. **SEXUAL HARASSMENT**

**SEXUAL HARASSMENT POLICY FOR SERVICE UNITS**

It shall be the policy of Educational Service Unit #9 (hereinafter "ESU #9) to prohibit sexual harassment of service unit employees and applicants for employment on any work premises where ESU #9 has total control of the premises or can otherwise lawfully exert its jurisdiction. If proscribed acts as are set forth in this policy occur on premises within the total control or exclusive jurisdiction of the service unit, the service unit administrator or his designee (hereinafter "administrator") shall undertake immediate and appropriate action within the bounds of the law to punish, as appropriate, any violations of this policy or of applicable law pertaining to sexual harassment and shall undertake immediate and appropriate action to prevent any such conduct in the future.

As used in this policy, the word "employee" shall mean any person who is an employee of ESU #9 and shall also include any former employee who alleges having quit or having been fired as a result of sexual harassment as that term is defined in this policy or by other applicable law.

The following acts may be deemed to constitute "sexual harassment" and are specifically prohibited by this policy:

1. Unwelcome advances, requests for sexual favors, verbal or physical conduct of a sexual nature, based upon gender, submission to which is demanded by any employee of ESU #9 against any other person as a term or condition of obtaining employment.
2. Unwelcome advances, requests for sexual favors, verbal or physical conduct of a sexual nature, based upon gender, submission to which or rejection of which by any employee is used as a basis for any employment decision such as, but not limited to, rate of pay, promotion, favorable evaluations whether formal or informal or the conferring of job responsibility.

3. Conduct of a sexual nature by an employee or employees directed against another employee or employees, based upon gender, which has as the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive working environment.

ESU #9, by this policy, prohibits sexual harassment toward any persons regardless of gender or status of the victim.

It shall be the policy of ESU #9 that this policy, in its entirety, shall be distributed to all employees of ESU #9 at the commencement of their employment or as soon thereafter as is reasonable or within a reasonable time following the operative date of this policy, whichever date is applicable, as well as at the commencement of each school year thereafter.

It shall also be the policy of ESU #9 to receive information from any person concerning allegations of conduct prohibited by this policy on a complaint form which shall be distributed to all employees of ESU #9 at the commencement of their employment or as soon thereafter as is reasonable or within a reasonable time following the operative date of this policy, whichever date is applicable, as well as at the commencement of each school year thereafter. An adequate number of copies of the complaint form shall be maintained within the administrations control and shall be available to any person protected by this policy.

Upon receipt of any complaint upon the form prescribed by this policy, the administrator shall undertake an investigation subject to any limitations placed upon the investigation by the complaining party as indicated on the complaint form. After the investigation is completed, the administrator shall confer with the employee against whom the complaint has been lodged and shall give such person a full and fair opportunity to present his/her version of the facts involved in the complaint as well as to be informed of the name of the complaining party, the allegations of the complaining party, the names of all corroborating or refuting witnesses as well as any statements or allegations made by any such witnesses which are known to the administrator.

Upon the conclusion of such investigation, the administrator shall take such immediate and appropriate action as is required in his/her discretion within the bounds of the law. Nothing in this policy shall be construed to require the administrator or personnel director to take disciplinary action not within his/her legal authority. In the event action is required, which by law would require board action, the administrator shall undertake such proceedings as are required by law to bring before the board such matters of proposed discipline involving the employee against whom the complaint was lodged.
The board, by this policy, also recognizes a desire to protect its employees against non-employees at the work place as well as to protect non-employees from employees at the work place. The administrator shall, at the commencement of each school year as well as from time to time, as deemed appropriate, address the subject of sexual harassment with the employees of ESU #9 by way of inservice training, memorandum, administrative regulation, or any other method selected by the administrator to make known the contents and application of this policy.

Nothing in this policy, nor any of the terms and conditions attendant to the complaint form used by ESU #9, nor terms or conditions of the consent form used by the complaining party, shall be construed to prevent the administrator from taking action against any person engaging in conduct prohibited by this policy as to authorities other than the administration or board of education of ESU #9 when such action is required or permitted by law. Such actions may be, but are not limited to, providing information to any appropriate prosecuting authority, filing a report concerning any incident complained of with appropriate agencies, including, but not limited to, the Professional Practices Commission, the Nebraska Department of Education, the U.S. Office of Education, and any appropriate departmental office of Civil Rights. Notwithstanding the duty placed upon the administrator to accommodate the right of privacy of any complaining party, the administrator shall be permitted, by this policy, to make such disclosure to witnesses, agencies, prosecutorial personnel, the board of education, and any other person entitled or obligated to be informed of any complaint brought under this policy when any state or federal statute, applicable case law, applicable agency law or any other appropriate body of law mandates such reporting.

It shall further be the policy of ESU #9 to strictly prohibit use of any electronic medium including, but not limited to, the Internet, telephones, electronic mail, fax machines, or any other means of communicating electronically in such a manner as to create a hostile working environment. It shall be contrary to this policy to use any electronic medium for such purposes as, but not limited to, uttering profane messages, uttering sexually explicit or sexually innuendo oriented materials, soliciting romantic involvement, uttering obscene or offensive materials of a sexual nature in any manner. It shall be the policy of ESU #9 that this prohibition shall run as to all interpersonal communications whether originated or received by members of the board, employees of ESU #9, employees of school district students served or under the direction of ESU #9 personnel, and this prohibition shall run to such persons whether or not prohibited communications as described in this paragraph arise to the legal standard of sexual harassment or not.

Nothing in this policy shall be construed to prevent the administrator from taking such remedial action as is in the best interest of ESU #9 toward the goal of preventing sexual harassment of employees of ESU #9 in the work place.
K. PERFORMANCE BASED STAFF EVALUATION

The Board of Educational Service Unit #9 hereby establishes a performance based evaluation system as a continuous process of formative and summative evaluation activities designed to promote professional growth and development for the certificated and classified employees of ESU #9. Information regarding the evaluation process shall be communicated to all staff members, in writing on an annual basis.

The evaluation process shall include a description of the duration and frequency of observations and written evaluations for probationary and certificated employees.

The components of the evaluation process shall include job related expectations, documentation of instructional, as well as classroom management performance (teachers only), personal and professional conduct, conferencing about performance and the opportunity for improvement of performance. Any noted deficiencies shall be reduced to writing, include a means for correcting such deficiencies and a timeline for implementing suggested improvements. Any certificated employee has the right to respond to the evaluation in writing.

The activities of each component of the evaluation will be designed to promote fairness, objectivity and a climate of mutual trust and respect.

To help assure that a performance based evaluation system is developed and maintained under this policy, ESU #9 will provide the time, resources and training necessary for the effective implementation, operation and evaluation of the performance based evaluation system. With this commitment on the part of ESU #9, the evaluation system is expected to make a positive difference in the educational services provided to schools served.

L. SCHOOL COMMUNITY DRUG FREE POLICY

ESU #9 is committed to providing an employment environment that is safe and provides appropriate motivation to ensure a creative and productive work force. To this end, ESU #9 unequivocally endorses the philosophy that the work place should be free from the detrimental effects of illicit drugs.

It is unlawful, and therefore, absolutely prohibited for any employee of ESU #9 to illegally engage in the unlawful possession, use, or distribution of illicit drugs and alcohol on ESU #9 premises or as a part of any of ESU #9 activities.
1. **Definitions**

As used in this policy, prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol on ESU #9 premises or as a part of any of ESU #9 activities shall mean, but not be limited to the following:

a. The possession, use, or distribution of any substance which is declared by the State of Nebraska or any other applicable law to be an illicit substance.

b. The possession, use, or distribution of alcohol on ESU #9 premises or as a part of any of ESU #9's activities.

As used herein, the term "ESU #9 premises" shall mean any property whether owned, leased, or in other manner under the control of the Board of Educational Service Unit #9.

As used herein, the phrase "as a part of any of ESU #9's activities" shall mean any activity or enterprise carried out in whole or in part under the auspices of ESU #9.

ESU #9 activities are not meant to include activities such as local, state, or national meetings, or conferences which ESU #9 employees may attend in an official capacity, or other such activities as the board would determine do not fit within the definition of ESU #9 activities as used in this policy.

2. **Procedures**

a. All employees and each new employee will receive a copy of this policy.

b. Each employee will acknowledge receipt of this policy and will sign such form acknowledging receipt and acknowledging ESU #9's policy of absolutely prohibiting conduct as set forth in this policy, and further acknowledging that serious sanctions can and will be taken against an employee, including termination of employment and referral for prosecution for any failure to comply with the above-stated standards of conduct and further acknowledging that such compliance is mandatory, and further acknowledging that this policy is adopted pursuant to P.L. 101-226, 34 C.F.R., Part 86, and other applicable statutes, and will further acknowledge that failure to comply with such federal requirements may put ESU #9's receipt of federal funds in jeopardy.

c. **Drug Testing**

Any person who is employed to transport students for Educational Service Unit #9 (or in the event they are employed by a transportation company contracted by Educational Service Unit #9) shall be at least 18 years of age and meet all of the requirements of state and federal law for such position. Additionally, all persons employed to transport students shall pass a criminal background check that shall include a Nebraska motor vehicle check. Furthermore, all drivers who are employed
to transport students will be subject to an initial drug test as a condition for hire. Upon hire, the aforementioned drivers will be subject to periodic or random drug testing as provided for by this policy, federal and/or state law. All such drug tests shall be arranged and paid for by Educational Service Unit #9.

d. In the event the employee does not understand the terms and conditions of this policy, it shall be the duty of the employee to ask for such points of clarification of the administrator or his or her designee at the time this policy is distributed to the employee. If no question is directed by an employee to the administrator or his or her designee it shall be the legal position of ESU #9 to presume that the employee has understood and will abide by this policy.

e. In the event of any non-compliance by any employee with this policy, it shall be the duty of the administrator or his or her designee to inform any employee not in compliance about any drug and alcohol counseling and rehabilitation and re-entry programs that are available to employees within 50 miles of the main office of ESU #9. If no such programs are available within 50 miles, then such other programs as may exist in the State of Nebraska shall be made known to such employee. The administrator or his or her designee shall maintain a list of such available services and shall from time to time update such list.

f. Sanctions which may be taken against an employee for non-compliance with this policy may be any one or more of the following:
   1) An oral reprimand.
   2) A written reprimand.
   3) Suspension with pay.
   4) Suspension without pay.
   5) Termination of employment.
   6) Cancellation of employment.
   7) Non-renewal of employment.
   8) Referral to appropriate authorities for criminal prosecution.
   9) Mandatory enrollment in in-patient care or otherwise as a term and condition to any continuing employment by ESU #9.
  10) Mandatory enrollment in any training programs that are or may be provided by the district or others relating to any of the activities prohibited by this policy.

g. Disciplinary action sought to be imposed by the administrator or his or her designee shall be carried out in accordance with the established policies of ESU #9. However, nothing in this policy shall be construed to vest any right in any employee beyond that required by law and the manner in which each case shall be handled in the sole discretion of the administrator or his or her designee subject to the administrator's approval, provided only that such action be carried out within the bounds of applicable law.
h. Conviction of an employee of ESU #9 of any criminal statute relating to the unlawful use, possession, or distribution of any controlled substance or alcohol, may result in disciplinary action being taken against such employee. When such conviction shall come to the attention of the administrator or other official of ESU #9, any employee convicted as above described may be disciplined in any manner provided by statute, the contract of the employee, any existing policy of ESU #9 or any other applicable body of law. As used herein "applicable body of law" shall mean, but not be limited to, state and federal statutes, state and federal regulations, and any applicable case law.

i. As an alternative to discipline or as a concurrent requirement to the disciplinary action less severe than the maximum disciplinary action that may be carried out against an employee as referred to in the immediately preceding paragraph, ESU #9, by and through its administrator or his or her designee, may require the employee to successfully finish a drug abuse program. As used herein, the term "drug abuse program" shall mean a drug abuse program sponsored by an approved private or governmental institution. The administrator or his or her designee may require the employee to provide the administrator or his or her designee written documentation satisfactory to the administrator or his or her designee that the employee has successfully finished such program. If aftercare is recommended by such institution, then the administrator or his or her designee in his sole discretion may require the employee to enroll in such aftercare program and to participate in a manner satisfactory to the provider of such aftercare program. The administrator or his or her designee may require an employee to participate in aftercare in the same manner and under the same terms as may be required by the administrator or his or her designee. The administrator or his or her designee may require ongoing reporting of such participation as a term and condition of continuing employment by such employee at ESU #9.

j. It shall be the policy of ESU #9 to require an employee who has been charged or convicted of a violation of any statute as hereinabove referred to in this policy to report such conviction to the administrator or his or her designee within five work days of being charged. Any information received pursuant to this policy may be used in any lawful manner. Any employee having concerns about any admission hereunder constituting self-incrimination shall bear the burden of seeking his or her own legal advice regarding any such potential self-incrimination.

Revised 7-15-13

M. VETERAN BENEFITS AND RIGHTS POLICY

It shall be the policy of ESU #9 to provide reemployment rights and benefits to any person who is inducted into the Armed Forces, enlists in the Armed Forces, is a member of a reserve component of the Armed Forces who voluntarily or involuntarily enters upon active duty. That is federal and state statutory entitlement unless clearly set forth herein to the contrary. As used herein, the following definition of terms shall govern.
1. **Leave of Absence** - A leave granted by board action to an employee who is required by 38 U.S.C. 2021 *et seq.* to apply for a leave of absence in order to be granted one.

2. **Month** - A period of time counted from a date in any given calendar month lasting through the last hour of the corresponding day in the immediately following calendar month.

3. **Reemployment Right** - A veteran's right to be reemployed as defined by 38 U.S.C. 2021 *et seq.*

4. **Cause** - For certificated tenured staff, "just cause" as defined by 79-1234 shall mean incompetency, neglect of duty, unprofessional conduct, insubordination, immorality, physical or mental incapacity, or other conduct which interferes substantially with the continued performance of duties or a change in circumstances such as financial exigency or a diminution of demand for services by the school districts served by the educational service unit necessitating a reduction in the number of teachers or nurses to be employed by the board.

For probationary certificated employees and for all other employees not specifically otherwise provided for by state statute, cause shall mean any reason not constitutionally impermissible that is job related including but not limited to tardiness, inadequate job performance, inability to get along with peers, superiors, or other employees for whom the employee in question is responsible to direct or oversee, acts of dishonesty, inappropriate or prohibited conduct of any kind, violation of any ESU #9 policy or administrative directive, perpetration of any unlawful or unethical act, any conduct which impairs in any way a person's ability to carry out his or her duties.

To afford reemployment rights, the following shall be the policy of ESU #9, when dealing with persons employed by ESU #9 who have been inducted into the Armed Forces, enlisted in the Armed Forces, have voluntarily or involuntarily is called to active duty in the Armed Forces if such an employee is a member of a reserve component of the Armed Forces and is called to active duty other than training:

1. Persons who leave a position other than a temporary position in the employment of ESU #9 shall be entitled to reemployment, upon application by such person within 90 days after such person is relieved of such training and service or from hospitalization continuing after discharge from such training or service for a period of not more than one (1) year, providing that such person was released from service under honorable conditions as follows:

   a. If still qualified to perform the duties of such position, the person shall be restored by ESU #9 to such position or to a position of like seniority, status, and pay.

   b. If such person is not qualified to perform the duties of such position by reason of disability sustained during such service, but is qualified to perform the duties of any other position in the employ of ESU #9, such person shall be offered employment,
and if upon request by such person, shall be employed in such other position, the
duties of which such person is qualified to perform as will provide such person like
seniority, status, and pay, or the nearest approximation thereof, consistent with the
circumstances in such person's case.

c. It shall further be the policy of ESU #9 and through the administrator, or if applicable,
through its personnel director, or designee to ascertain whether any employee as is
immediately above described requests a leave of absence. If such leave of absence
is requested by such employee, the board shall at its next regularly scheduled
meeting grant such leave of absence to such person. If such person is granted a
leave of absence such person shall be deemed to remain in the employment of ESU
#9.

It shall not be the duty of ESU #9 to reemploy any veteran if the area of service to which
such person was assigned has been discontinued as a service of ESU #9.

Any person above described in the immediately proceeding paragraph shall not be
discharged from any such position of reemployment without cause for a period of one (1)
year after such reemployment.

It is further provided by this policy that any person herein immediately above described shall
be reemployed in a manner so as to give such person the same status as if such person had
been continuously employed. Any person the subject of this section of the policy shall be
advanced on a salary schedule if applicable and shall not be denied any promotion,
advancement on any applicable salary schedule, or any other incident or advantage of
employment by the fact that such person was absent from the employee of the educational
service unit (a period of time not exceeding four (4) years unless any such service exceeding
four (4) years was at the request and for the convenience of the United States Government).

For any member of a reserve component of the Armed Forces of the United States who is
ordered to an initial period of duty for training for not less than 12 consecutive weeks shall
upon application for reemployment within 31 days after such member's release from active
duty for training after satisfactory service or after such person has been discharged from
hospitalization incident to such active duty for training or one (1) year after such member's
scheduled release from such training, whichever is earlier, such person shall be entitled to
employment rights and benefits as set forth here and above provided, however, that any
such person restored to employment with ESU #9 shall not be discharged from such position
without cause within six (6) months after such reemployment.

For any employee not a member of a reserve component of the Armed Forces of the United
States, who enlists to active duty for training or inactive duty training in the Armed Forces,
shall upon request to ESU #9, be granted a leave of absence for the period required for such
training. Such employee shall be obligated to make application to ESU #9 within 30 days
after such employee's release or within a reasonable time thereafter if delayed return is due
to factors beyond the employee's control. Failure to report as herein provided shall subject
the employee to disciplinary rules of the employer. If such employee is hospitalized incident to active duty for training or inactive duty training such employee shall be required to make application to ESU #9 within 30 days after such hospitalization, or within a reasonable time thereafter if delayed return is due to factors beyond the employee's control, or within one (1) year after such training whichever is earlier. Any employee covered by this paragraph shall be subject to the same policies and procedures of ESU #9 as are other employees in the event that such employee as is described in the immediately preceding paragraph has not timely applied for reemployment for work at ESU #9.

Any leave of absence herein above referred to shall be without compensation unless otherwise provided by board policy at the time any such leave of absence is acted upon by the Board of Educational Service Unit #9.

**VETERAN'S RIGHTS I**

<table>
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<tr>
<th>CLASSIFICATIONS</th>
<th>CONDITIONS PRECEDENT</th>
<th>ENTITLEMENT</th>
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| I. Inductees Enlistees to active duty. Reserves who voluntarily or involuntarily get called to active duty other than for training (considered to have been on a leave of absence). | 1. Release from service under honorable conditions.  
2. Still qualified.  
3. Employment circumstances have not so changed as to make enforcement of employment rights unreasonable.  
4. Must apply for reemployment within 90 days of discharge. (broader than Nebraska statute). | a. Same job and seniority and benefit status.  
b. Like job or closest approximation  
c. Cannot be fired without cause for 1 year after return to duty. |
| II. Reserve component ordered to active duty for training of not less than twelve (12) weeks. | 1. Release from service under honorable conditions.  
2. Still qualified.  
3. Employment circumstances have not so changed as to make enforcement of employment rights unreasonable.  
4. Must apply for reemployment within 31 days of discharge. | a. Same job and seniority and benefit status.  
b. Like job or closest approximation  
c. Most likely cannot be fired without cause for six (6) months after return to duties. |
| III. Others not a Reserve component ordered to active duty for training of not less than twelve (12) weeks (receive leave of absence if so | 1. Release from service under honorable conditions.  
2. Still qualified. | a. Same job and seniority and benefit status.  
b. Like job or closest approximation |
3. Employment circumstances have not so changed as to make enforcement of employment rights unreasonable.

c. Most likely cannot be fired without cause for six (6) months after return to duties.

4. Under Nebraska law, must apply for reemployment within thirty (30) days after released from training or service.

Board approval 4-20-15
N. COPYRIGHT INFRINGEMENT AVOIDANCE

The Board of Educational Service Unit #9 recognizes the importance of protecting the rights of authors, scholars, and others who originate, publish and distribute, and sell under the copyright or other rights of authorship to receive compensation in the form of royalties, profits, or other financial entitlement for their works.

For that reason, it is the policy of ESU #9 to avoid any practices contrary to copyright laws or which interferes or infringes copyrights. ESU #9 employees are expected to be familiar with the provisions of the copyright laws currently in force under Title XVII of the United States Code.

It shall be contrary to the policy of ESU #9 to cause or permit photocopying, duplicating of any manner, distributing or exhibiting for profit, any book, pamphlet, sound recording, video recording or any material of any nature when to do so, is violative of any copyright or causes an unauthorized diminution of rents, royalties or profits to any holder of a copyright. Therefore, any reproduction of copyrighted materials shall be done either with permission of the copyright holder or within the bounds of the "fair use" doctrine (Title 17 U.S.C.A. 107) of the copyright law. ESU #9 employees using copyrighted materials under the "fair use" provision of federal law are responsible for insuring that their use is in full compliance with the law. In cases where there is any doubt as to the applicability of the fair use doctrine, the employee is strongly encouraged to obtain the required permission. Requests for the use of copyrighted material which exceed the limits of fair use should be directed to the party that holds the right for which use is sought. Such requests should specify the exact material to be used, the nature of the permission requested, and the nature and scope of the intended use. Otherwise, the individual responsible for reproduction may be liable for breach of copyright under existing laws.

Any employee who knowingly violates this policy, which violation results in any liability to ESU #9 may be liable to ESU #9 for such damage as is suffered by ESU #9.

This policy is drafted as guidance and is not exhaustive or limiting of liability for actions contrary to this policy.

O. HUMAN RESOURCES

1. Recruitment and Selection

ESU #9, through an effective recruitment program, will endeavor to employ an effective, well-qualified staff. A personal interview will be required for all people employed by ESU #9.
It is the responsibility of the administrator or his/her designee to determine the personnel needs of ESU #9. An estimate of the cost of the recruitment and selection program will be made and included in the annual budget.

There shall be no discrimination against any employee or applicant for employment by reason of race, color, national origin, creed, marital status, sex, age or disability.

It shall be the duty of the administrator or his/her designee, to see that persons nominated for employment shall meet all qualifications established by law and board policy.

2. Personnel Records

a. Personnel records shall be maintained on all current employees.

b. All written materials other than pre-employment and job promotion materials in the individual's personnel file shall be available for inspection by the employee in the presence of the administrator or his/her designee.

c. The employee may authorize other persons to have access to the employee's file if so requested in writing.

d. The employee shall have the right to attach a written response to any item in the employee's file.

e. ESU #9 shall comply with the requirements of the rights and privacy regulations governing inspection and review of personally identifiable data maintained on each employee, past or present, of ESU #9.

f. Records of personnel who resign, retire, are terminated, or non-renewed from employment with ESU #9 shall be retained in a manner that complies with the Records Management Act of the State of Nebraska.

3. Orientation

ESU #9 administration will conduct appropriate orientation sessions for all new employees.

4. Appointment

Upon the recommendation of the administrator and the Board of Educational Service Unit #9, staff shall be employed to conduct the educational, operational and business affairs of ESU #9.
The administrator or his/her designee shall notify each individual of election to employment and shall assure that the employment procedures required by ESU #9 are completed. ESU #9 shall keep accurate records of all employment, records of service and other information required by state and federal law and regulation.

5. Procedures for Filling Vacancies

When appropriate, notice of vacancies will be provided to staff members currently under contract with ESU #9. Applications may also be requested from persons not under contract with ESU #9. Vacancies shall be filled by the candidate determined to be most qualified to meet the requirements of the position.

6. Private Tutoring

Certificated employees engaged in private tutoring shall be subject to the following rules:

a. A certificated employee may not provide tutoring services for pay, directly or indirectly, to any child enrolled in his or her class.

b. No tutoring for which a certificated employee receives payment will be delivered in a school building or facility owned by ESU #9.

c. Certificated employees who accept outside tutoring engagements for pay shall give prior notice to the person(s) purchasing the service that ESU #9 is not affiliated with nor endorses the tutoring services being provided.

7. Use of Facilities - Personal or for Profit

Employees shall not use ESU #9 buildings or property, classrooms, buildings or school property for personal use or profit without specific approval from the administrator. Employees shall not use time for which the employee is paid by ESU #9 to engage in any activity for personal financial profit. Any violation of this policy will be held to be willful insubordination.

8. Personal Effects Not Replaced

ESU #9 employees should not bring personal items to work and if they do, they do so at their own risk. Items such as cameras, plants, money, recording devices, electronics or other personal items are the responsibility of the employee and will not be repaired, replaced, or reimbursed by ESU #9 if lost, stolen, accidentally or willfully damaged or destroyed.

This policy includes all personal effects which are used in the classroom unless prior authorization for use and repair or replacement of same has been given in writing by the administrator or his/her designee.
9. Smoking in ESU #9 Facilities and Vehicles

Smoking in ESU #9 owned buildings or in facilities rented or leased for use by ESU #9 is prohibited. Smoking in vehicles owned or leased by ESU #9 is also prohibited.

P. COMMUNITY RELATIONS

The Board of Educational Service Unit #9 recognizes political activity in our democratic society as legitimate and necessary. The board will, at its discretion, take positions on political issues which are likely to affect educational process, but not on non-educational political issues.

The board requires that staff members who desire to seek public office or to engage in other political activity likely to interfere with their normal work requirements seek prior board approval so that necessary work adjustments can be made.

In order to guard against placing students or staff members under undue pressure to adopt particular positions on political issues, the board directs that employees avoid using their positions or their access to school materials or facilities for solicitation, promotion, recruiting or to otherwise work for the election or defeat of any candidate for public office or to influence the outcome of an election or a decision by a governing body on a political issue. Specifically, employees are restricted from the use of the following for such purposes:

1. Their position, whether as an instructor or as a teacher consultant/supervisor or management
2. Classrooms, buildings or facilities
3. Students
4. ESU #9 equipment, materials, mailing systems, fax, e-mail, or distance learning system.

These restrictions do not apply to employees who are engaged in authorized lobbying activities on behalf of ESU #9. The restrictions also do not apply to the distribution of employee-association correspondence or newsletters in the normal course of association business, even though those communication media may contain information concerning adopted positions of the association on political issues.

Soliciting Funds from ESU #9 Personnel

ESU #9 facilities are not to be used to collect for charities except as specifically approved by the administrator.
Q. FAMILY AND MEDICAL LEAVE POLICY

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

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

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

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

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

Legal Reference: 29 USC Sections 2611 to 2618 and 29 CFR Part 82
Date of Adoption: February 16, 2009; Reaffirmed: December 18, 2012
EMPLOYEE RIGHTS AND RESPONSIBILITIES
UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

• For incapacity due to pregnancy, prenatal medical care or child birth;
• To care for the employee’s child after birth, or placement for adoption or foster care;
• To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
• For a serious health condition that makes the employee unable to perform the employee’s job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 2-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member; is a current member of the Armed Forces, including a member for the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.
Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer’s normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing
treatment by health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U. S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination, or provides greater family or medical leave rights.

FMLA section 109 (29 U.S. C. § 2619) requires FMLA covered employers to post the text of this notice.

Regulations 29 C.F.R. § 825.300 (a) may require additional disclosures.

R. ESTABLISHMENT AND DUTIES OF SAFETY COMMITTEES

1. MAKEUP OF SAFETY COMMITTEE

Educational Service Unit #9 is an employer which has one or more employees not subject to collective bargaining. The ESU shall establish a safety committee consisting of at least four members including representation from the collective bargaining unit and shall give due regard to including employees who are not being represented by a collective bargaining agent in the process of selecting a safety committee. There shall be at least two members representing the employer and a like number representing the employees. The employer's representatives may be non-management employees.

2. MEETINGS OF THE SAFETY COMMITTEE

It shall be the duty of the safety committee to meet every three months or more often if necessary to respond to unresolved employee complaints concerning safety in the work place. For purposes of counting three month or quarterly periods for meetings, each
calendar year shall be broken into three month periods or quarterly periods as follows: a) January 1 through March 31; b) April 1 through June 30; c) July 1 through September 30; d) October 1 through December 31.

In each of the three month periods as above described, the safety committee members shall meet at least once unless the following conditions exists:

a. The total personnel hours expended in a given quarter are 25% or less of the personnel hours worked in any calendar quarter in the previous 12 months, provided, however, that the safety committee shall meet at least twice in any calendar year.

b. The employer has 10 or fewer employees and none of them has suffered injury or illness which is job related to the employer and which are reportable pursuant to law, and the employer has had no worker's compensation claims filed against it during the immediately preceding 12 months. If all of the terms of this paragraph have been met by the employer, then the safety committee shall meet at least one time during the 12 months next following the 12 month period during which these conditions have been met.

The safety committee may meet during a work day at a time to be announced at least five days in advance by the administrator or his/her designee, except that it shall be incumbent upon the safety committee to determine when it shall meet in the event of a death, injury, or complaint that is work related. In the event the regular safety committee meeting announced by the administrator or his/her designee will pose a hardship to one or more members of the safety committee, the safety committee by and through any of its members may communicate such fact to the administrator or his/her designee who shall reschedule such regular meeting with advice from the safety committee.

3. SAFETY COMMITTEE OFFICERS

Once the safety committee membership is complete, the committee may at its first regularly convened meeting or other meeting if it convenes prior to its regular quarterly meeting, select a chairman whose duties shall consist of scheduling and coordinating meetings of the safety committee as needed or required. The chairman shall serve as the liaison between the safety committee and the administration for purposes of facilitating attendance by the membership of the safety committee. The chairman may have such other duties as the safety committee deems appropriate in the interest of developing effective safety plans and programs and in enhancing the cooperation between employer and employees in promoting a safe workplace.

Additionally, at the first meeting of the safety committee, a secretary shall be appointed who shall record the proceedings of the safety committee and produce minutes in readable form of such proceedings. Once the minutes of the meeting have been created, they shall be filed with the administrator or his/her designee. It shall thereafter be the
duty of the administrator or his/her designee to maintain such minutes on file for a period of at least three years of his/her receipt of such minutes.

4. DISTRIBUTION OF NAMES OF SAFETY COMMITTEE

It shall be the duty of the secretary of the safety committee to make known to the administration and to all employees of ESU #9 the name, telephone number, and business address or if approved by a safety committee member, the home address of each safety committee member. The secretary shall make known to the administration and each employee of ESU #9 any changes which may occur in the membership of the safety committee. Nothing in this policy shall prohibit the administrator from seeing that the distribution of names to the employees occurs if the administration has knowledge or reason to believe that the distribution of names of the committee as called for in this paragraph has not occurred or is not likely to occur.

5. PLAN OF EMPLOYER

It shall be the duty of the employer to prepare an injury prevention program with the goal of effectively assisting in preventing job-related injuries or death. The program shall address all work sites of the employer and all classes of workers. Once the plan of the employer is prepared, it shall be presented to the safety committee in such a manner as the employer deems appropriate in meeting the goals set forth in this policy.

The program presented by the employer shall consist of at least the following:

a. It shall list each category of workplace danger ascertained by the employer.

b. It shall state the nature and anticipated causation of injuries or illness or possible death in the workplace that are anticipated by employer at the time the program is developed.

c. A declaration of methods and strategies proposed by the employer to avoid job-related injuries or illness and death, including such things as safety rule development, describing safe work practices, administrative controls, and making a recommendation for the profusion and eventual provision, if necessary, of personal protective equipment to control exposures.

The program presented by the employer shall specifically address safety training as follows:

a. Initial safety orientation of rules, policies, and jobs’ specific procedures, for employees new to the work in a manner that is readily understood by each employee.

b. Job specific training for employees before they perform work that has been identified as potentially dangerous by the employer.
c. Periodic refresher training/dissemination of information on at least an annual basis for employees concerning the employer's injury prevention program as it may be modified by the safety committee, on safety rules, policies, and procedures identified by the employer.

It shall be the duty of the administrator or his/her designee or such other individual or individuals as the board may identify, to, as soon as practicable, develop the employer's injury prevention program.

Nothing in this policy shall be construed to place any greater duties on the employer than is provided by law pertaining to the employer/employee relationship. Additionally, nothing in this policy shall be construed to require duplication of training or disclosure of dangers that have already been done by the employer or are ongoing by the employer in such areas as but not limited to bloodborne pathogens training and policy development.

6. SAFETY COMMITTEE PROGRAM

The safety committee may adopt, reject, or modify the employer's safety plan. If the safety committee amends the employer's plan, the safety committee shall communicate the amended plan to the administrator or his/her designee within five (5) working days of such modification or rejection. If the committee rejects the employer's plan it shall have a duty to develop a plan of its own within 20 working days of its receipt of the employer's safety program. Additionally, upon receipt of notice that the safety committee has accepted the employer's safety program or upon the receipt by the administration of the amended safety committee after the safety committee's rejection of the employer's plan, the administrator or his/her designee shall communicate to all employees, including non-English speaking employees, the safety rules, policies, and procedures and any changes to such rules, policies, and procedures.

If the safety committee has rejected the employer's safety plan or modified it in a manner unacceptable to the employer, the employer shall, nonetheless, develop safety rules which shall include both general workplace safety and job site specific safety rules.

7. ACCIDENT REVIEW

The safety committee may review all deaths and recordable injuries or illness which are job related. After such review, and when appropriate, the committee may make written recommendations regarding future prevention. Such safety committee review shall not supersede normal federal enforcement or insurance investigations that may take place. Such recommendations shall be considered by the employer but shall not be binding on the employer. Nothing in this policy shall be construed to relieve the employer of its duty to report any workplace deaths to OSHA or the Nebraska Department of Labor's Division of Safety and Labor Standards.
8. DESIGNATION OF SAFETY COMMITTEE MEMBER TO PARTICIPATE IN DEPARTMENT OF LABOR INSPECTIONS

An employee representative from the safety committee or such other person as the safety committee may designate, shall accompany the state representative during the inspection of the premises of the employer.

9. NON-DISCRIMINATION AND NON-RETLALIATION

It shall be the policy of ESU #9 to in no manner retaliate or in any other manner unlawfully discriminate against any employee who has made any oral or written complaint to the safety committee or to any governmental agency having regulatory responsibility pertaining to any occupational safety and health issue. Any employee making such a complaint shall not be financially or in any other manner punished for making such a complaint. Nothing in this policy shall be construed to vest any complaining employee with any right greater than his vested based upon such employee's legal relationship in employment with the employer at the time such complaint was made.

10. DEVELOPMENT OF EMPLOYER EFFECTIVE INJURY PREVENTION PROGRAM AT WORK SITES NOT DIRECTLY OPERATED OR MAINTAINED BY ESU #9

It shall be the policy of Educational Service Unit #9 in developing its effective written prevention program to declare applicable the effective written injury prevention program of the school district for any employee of ESU #9 who is assigned to any school district with a safety program and safety committee, provided that the assignment of such employee to a school district does not constitute the maintaining or operating of a program by ESU #9.

In the event the school district to which an employee of Educational Service Unit #9 is assigned, does not have a safety program and a safety committee, the employer safety program of ESU #9 which applies to sites maintained by Educational Service Unit #9 and which applies to each class of employee assigned to such school. If ESU #9 knows of any risks or dangers at a particular school site that are atypical from dangers or risks that may, generally exist at school sites within Educational Service Unit #9's service area, the employer's safety program shall address such unique risks and dangers as they pertain to each class of employee affected.
S. PRIVACY OF PROTECTED HEALTH INFORMATION

The Health Insurance Portability and Accountability Act of 1996 protects certain health information. Prior to obtaining or releasing employees' protected health information, employees may be requested to sign an authorization for the disclosure of health information. If protected health information is requested from a third party, Educational Service Unit #9 will ensure that protected health information is released only as allowed by federal and state law.

adopted 2-16-04
reaffirmed 11-19-2012

T. FAMILY MILITARY LEAVE ACT

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

Employees must notify the administrator as soon as they receive notification of activation.

Employees will attach a copy of their orders to a district leave request from when they prepare the request for military leave.

Employees requesting to take family military leave must notify the administrator at least 14 days in advance of taking such a leave if the leave will be for 5 or more consecutive days, consult with their supervisor to schedule the leave so as to not unduly disrupt operations of the ESU, and for leaves of less than 5 days, notify the administrator of the leave request as soon as practicable.
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A. CHILD ABUSE AND NEGLECT

1. Any employee of ESU #9 who has reasonable cause to believe a child has been subjected to abuse and/or neglect or is being subjected to conditions which would result in abuse and/or neglect shall inform his/her immediate supervisor and appropriate school official of the district of residence. To fulfill his/her statutory duty, the employee shall then report suspected abuse and/or neglect directly to the local law enforcement agency or Child Protection Services.

2. Employees of ESU #9 serving individuals with disabilities below age five who have reasonable cause to believe an individual has been subjected to abuse and/or neglect or is being subjected to conditions which would result in abuse and/or neglect shall immediately notify the Director of Special Services. The Director of Special Services shall take appropriate action and assure that the employee fulfills his/her statutory duty by reporting suspected abuse and/or neglect directly to the local law enforcement agency or Child Protection Services.

3. Any employee who reports suspected child abuse and/or neglect or participates in an investigation or judicial proceeding is statutorily immune from any civil or criminal liability that might otherwise be imposed unless he or she made a maliciously false statement.

4. The name of any person reporting suspected child abuse and/or neglect shall remain confidential. The administrator shall cause to be established and implemented those procedures necessary to assure confidentiality is maintained at all times.

5. The administrator shall cause to be provided administrative policies, other information and inservice which will help assure that employees fully understand their responsibility under the law.

B. DISPENSING PRESCRIPTION MEDICATION

To help insure the health and safety of children, ESU #9 personnel are not permitted to dispense prescription medications to students without full compliance with ESU #9 board policy which is as follows:

1. Employees of ESU #9 shall not dispense prescription medications to a student served in a special education program provided to schools by contract with ESU #9 unless the ESU #9 employee determines that the policy of the school served permits the dispensing of prescription medication to students and the ESU #9 employee strictly adheres to such policy, or obtains authorization from the school to use ESU #9 policy and uses ESU #9 policy for dispensing prescription medications.

2. The parent or guardian of the student shall provide prior written authorization on ESU #9 forms, to employees of ESU #9, to dispense prescription medication(s). Medication dispensed shall be recorded on the ESU #9 form provided for that purpose.
3. The parent or guardian of the student shall agree in writing to provide the prescription medication(s) to be dispensed in a prescription container with child guard cap. Said prescription container shall have a glued label from the pharmacy which shall contain the child's name, physician's name, and directions for dispensing said medication.

4. The parent or guardian of the student shall agree in writing to consult the family physician as to any side effects of the medication being dispensed and to advise the ESU #9 employee of said side effects and procedures to be followed should side effects occur.

5. The parent or guardian of the student shall agree in writing that the authorization is limited to the medication(s) identified in writing, on form provided for that purpose, and should additional medication(s) be prescribed, additional authorization will be required.

6. The parent or guardian shall agree in writing that the authorization to dispense the medication(s) is limited to the school year identified on the form provided for that purpose.

7. The parent or guardian of the student shall agree in writing to notify ESU #9 in writing of the termination of the authorization to dispense the medication(s).

8. The parent or guardian shall agree in writing that modification of the dispensing instructions shall be communicated to ESU #9 by providing a new prescription container with child guard cap, with glued label from the pharmacy including student's name, physician's name, and instructions for dispensing.

9. The parent or guardian shall agree in writing that ESU #9 cannot honor verbal instructions from the parent, guardian, or student to modify or alter the directions for dispensing medications(s) as specified on the prescription container.

10. Employees of ESU #9 shall be notified in writing that even though employees are authorized to dispense prescription medication under the terms and conditions of the policy, they shall not be required to do so. Employees shall give prior notice to the school if they elect not to dispense medication(s).

11. Prescription medication and any medical equipment needed to dispense medications delivered to ESU #9 employees shall be identified as per the requirements stated in this policy and shall be kept locked in a cabinet or in a manner that will restrict access to only authorized employees. Whenever possible, a school nurse will be used to dispense prescription medications.

C. DISPENSING NON-PRESCRIPTION MEDICATION

Employees under this policy shall not be authorized to dispense non-prescription medications.
D. EDUCATION OF INDIVIDUALS WITH DISABILITIES

1. **Free Appropriate Public Education**: The Board of Educational Service Unit #9 hereby affirms its position that all individuals with disabilities are entitled to a free appropriate public education and an equal opportunity for an education according to their individual needs.

2. **Student Records - Rights and Privacy**: The Board of Educational Service Unit #9 affirms that the requirements of The Family Rights and Privacy Act will be strictly enforced along with Nebraska Department of Education rules and regulations. Procedures will be established to limit accessibility and assure the confidentiality of personally identifiable student data items maintained by ESU #9 for schools served.

3. **Procedural Safeguards**: The Board of Educational Service Unit #9 affirms that special education program and services owned by ESU #9 or provided to schools by contract shall comply with the procedural safeguards specified in 92 NAC Rule 51.

4. **Plans and Budgets**: The Board of Educational Service Unit #9 affirms that special education plans and budgets for schools served will be available for public viewing.

E. PERSONALLY IDENTIFIABLE STUDENT DATA ITEMS MAINTAINED FOR SCHOOLS SERVED

1. Personally Identifiable Student Data

   Personally identifiable student data generated by ESU #9 for those students referred from contracting school districts will be considered as confidential and determined to be the property of the resident school district and will be released only to the resident school district unless otherwise directed in writing by the resident school district or parent.

2. Notification to Schools

   Each school district shall be notified as to the nature and types of student data items which are being collected and maintained in ESU #9 files.

3. Permission to Request and Release

   ESU #9 shall obtain from schools, written permission for ESU #9 to request and release confidential information from other sources.

4. Disposition of Student Records

   Five years after the special education data is no longer needed to provide educational services, ESU #9 shall return to the school district of residence of the student all data items which have been received or generated by Educational Service Unit #9.
5. Working File

Working files maintained by professional staff members employed by ESU #9 are the sole possession of the maker thereof and are exempt from this policy.

F. SUSPENSION, REMOVAL, MORE RESTRICTIVE PLACEMENT AND OTHER DISCIPLINARY CIRCUMSTANCES FOR STUDENTS RECEIVING SERVICES FROM EDUCATIONAL SERVICE UNIT #9

This policy is being adopted on the recognition that the law distinguishes certified special education students from those who are not so certified. Likewise, this policy is being developed out of the recognition that ESU #9 is a contract provider of services whether by sending personnel to the various ESU #9 area schools or whether by or through its own programs and schools providing full or partial service to students on behalf of districts with whom it is contracted. ESU #9, therefore, has an obligation to see that for its part and for any children over whom it has exclusive control or for whom any school district served by contract has agreed with ESU #9 to be governed by its policies pertaining to student discipline and appropriateness of educative placement to afford all rights required under applicable laws, regulations and respective board policies of ESU #9 and the school districts involved by contract with any student served as hereinabove enumerated to act in a legal and consistent manner on the part of such children. It shall also be the policy of ESU #9 by the enactment of this policy to notify the school districts it serves of ESU #9 policy pertaining to student disciplinary matters as herein enumerated and to encourage all of the school districts it serves by whatever method the administrator deems appropriate to coordinate their efforts with those of ESU #9 in assuring that all applicable statutes, regulations, and district or ESU #9 policies are complied with, and to reasonably assure that the contracts between ESU #9 and schools served enumerate the respective responsibilities of the district and ESU #9 when policies are adhered to by the schools served and to contrast ESU #9's responsibility when such policies are not followed by the contracting districts.

1. In recognition that certain children served by contracts with ESU #9 personnel are neither verified nor certifiable as special education students who engage in conduct contrary to the policies or rules governing student conduct of any schools served or where not applicable by any rules of conduct enumerated in state statutes or board policies of Educational Service Unit #9, such student shall be dealt with in accordance and under the procedures provided by Nebraska Department of Education 92 NAC Rule 51 or other applicable rule or rules as such statute may be from time to time amended.

2. As to all students who are served in programs of ESU #9 and which students are verified or certified as individuals with disabilities under any recognizable disability described by any applicable statute or regulation and as to all students who are served by any ESU #9 employee in any school which a student is verified or certified as having a disability recognized under any applicable statute or regulation, the procedure for determining the appropriate disciplinary method shall be as follows:
a. When any infraction of any applicable rule or regulation of student conduct or any statute declaring such conduct to be unlawful or contrary to law constitutes grounds for disciplinary action by any such statute, regulation or policy, the school district where applicable and ESU #9 shall convene a meeting of the IEP team as quickly as practicable. If the conduct the subject of the concern is specified in the IEP as an infraction understood by the student to be an infraction or if it violates some code of conduct stated by the IEP to be a standard of conduct with which the student can comply, then the student may be suspended from the program or from the services provided by ESU #9 for a period determined by the administration and in conjunction with policy and law. Prior to any such suspension, notice of such suspension shall be sent within 24 hours by certified or registered mail or by hand delivery to the parent or guardian and where applicable to the superintendent of the school involved or to the director of the program involved. If the student is 18 years of age or older, notice shall also be sent to the student.

b. *Emergency exclusion or removal of individuals with disabilities:*

If in the opinion of the principal or his designee or the director of any program or school operated solely by ESU #9 a student is found to present a danger to others or to their property or if he presents a danger of an ongoing threat to the disruption of the academic processes of others or if he presents a physical danger to himself, such student may be without notice excluded for the duration of the emergency situation.

Within 24 hours of the student's emergency exclusion, the principal or his designee or the director of any program where appropriate shall provide written notice to the parent and/or guardian and to the student if over the age of 18. The notice shall set forth the charges and the time, date and place of the IEP meeting specifying the purpose and the participants in such meeting and requesting the parent and/or guardian and if appropriate the student to attend the IEP meeting. Such notice of emergency exclusion may be delivered by registered or certified mail, return receipt requested or by personal delivery by the principal or his/her designee to the parent or guardian and student when applicable.

An IEP team meeting shall be convened if possible within the exclusionary period and shall be conducted in accordance with all standard procedures as established in Nebraska Department of Education 92 NAC Rule 51 or other applicable law, rule or rules.

The IEP team shall review the student's program and shall determine if the disability is a precipitating factor of the inappropriate or prohibited behavior. That decision shall be recorded on the IEP, and that information shall be used, if necessary, to revise the student's IEP to reflect the need for the use of exclusion as a disciplinary tool or management strategy, to modify the educational program if required, to change the educational placement of the student if appropriate or to indicate that the disability is not a precipitating factor and to serve as a basis for notifying the student's parent.
and/or guardian or reaffirming to them if they have already been so notified that the
student is expected to behave in accordance with the rules established in the school
district's code of conduct or where applicable in accordance with the guidelines of
student conduct as set forth within the program operated by ESU #9. The parents
shall be notified of the IEP team's decisions if they have not participated in the IEP
team meeting, such notice to be sent by registered or certified mail or by personal
delivery by the principal or his/her designee or by a program director or his/her
designee.

The principal or his/her designee or the attending teacher or certified ESU #9
employee shall notify the superintendent or program director or designee of such
person of all emergency exclusions within 24 hours by forwarding a copy of such fact
to the superintendent or his/her designee or any program director or his/her designee
as the case may be.

3. Prohibition against long-term suspension and expulsion of individuals with disabilities and
requirement to follow procedural safeguards when any change in placement occurs.

ESU #9 recognizes that long term suspensions and expulsions of individuals with
disabilities as the terms long-term suspension and expulsion are defined in state statutes
pertaining to non-disabled students have been defined by numerous federal court
decisions to constitute a change in placement. ESU #9 also recognizes that with a
change comes a legal obligation to provide certain procedural due process rights to the
student before any change in placement is to occur. ESU #9 further recognizes that
consecutive short term suspensions may become a long term suspension and for that
reason, no more than one short term suspension per semester shall be recognized as a
disciplinary procedure authorized under the paragraph previously set forth herein as the
grounds and procedures by which what is defined in this policy as a short term
suspension may occur. ESU #9 further recognizes that the federal regulations pertaining
to individuals with disabilities provides a hierarchy of restrictive placement such hierarchy
being as follows:

a. a regular classroom in a regular school,

b. a special classroom in a regular school,

c. a special school,

d. a homebound program, and

e. an institutional placement.

When in the judgment of the IEP team the behavior of a student becomes so
inappropriate, disruptive or violative of any regulation or policy pertaining to the operation
of a service, school, program or other kind of educative service that the student's ongoing
participation in his present placement will be inappropriate for him and violative of the rights of other participants, then an IEP meeting shall be convened to determine what manner of more restrictive placement would be reasonably calculated to provide an appropriate education for the student in question. The student subject to any emergency removal or exclusion for the protection of the student him or herself or other students shall remain in the placement designated in the IEP at the time the behavior of such student becomes inappropriate until such time as an agreement with the parent or guardian and the school district and ESU #9 can be reached about a change in placement or until the issue of the appropriate placement has been determined or litigated through all appropriate procedures. Under no condition solely within the control of ESU #9, shall the total cessation of educative services to any student for whom ESU #9 is responsible be permitted to occur. In the event that due to circumstances beyond the reasonable control of ESU #9 to notify any other applicable agency or school district with which it is contracted that any litigation resulting from any cessation of service occurring contrary to the judgment of ESU #9, to withdraw the services and personnel of ESU #9 and to immediately notify such school district or other agency that as a result of such action contrary to ESU #9’s policy that ESU #9 will assume no further responsibility of what so ever nature for any consequences whether legal or otherwise occurring as a result of such cessation of such services.

G. CORPORAL PUNISHMENT

Corporal punishment is hereby prohibited in any program owned or operated by Educational Service Unit #9.

Nothing in this policy, however, shall be construed to prevent the reasonable use of force in self-defense, the defense of others, the defense of one's property or the defense of property of another.

It shall be the policy of ESU #9 to periodically, as the administrator deems appropriate, review this policy with the appropriate employees of ESU #9 and to provide information to such employees as the administration may deem appropriate for the appropriate and lawful application of this policy by the employees of ESU #9.

It shall be the further policy of ESU #9 to require any person employed by ESU #9 who has been involved in an incident involving self defense, the defense of others, the defense of one's property or the defense of the property of another to make a written report of such circumstances to the administrator or to his/her designee as soon as is practicable and within 24 hours. If such incident occurred in a school building housing an ESU #9 owned or operated program or, if an ESU #9 employee is delivering a service to the school district by contract with ESU #9 said report shall be made to the superintendent of schools or his/her designee as soon as is practicable and within 24 hours. The administrator or superintendent or his/her designee shall prepare a memorandum of such report and shall undertake such efforts as he/she deems appropriate to investigate and further report in writing the results of the investigation concerning any such incident.
H. INTERROGATION REQUEST BY NON-SCHOOL OFFICIALS RELATING TO STUDENTS IN ESU #9 OPERATED PROGRAMS

It shall be the policy of Educational Service Unit #9 whenever a request to interrogate a student served in a program owned or operated by ESU #9 is made of an ESU #9 employee by law enforcement officials, insurance investigators, attorneys, probation personnel, the Department of Social Services, or any other investigative official not specifically referred to in 79-294 or other applicable law as a person authorized to have student information, before responding to such request the ESU #9 employee will call the school district of residence of the student in a program being operated, maintained, or directed by ESU #9 to obtain school authorization for the interrogation.

It shall be the policy of ESU #9 to follow any interrogation policy of the school district of residence of such child. If the school district requests ESU #9 to authorize such interrogation as is requested by such non-school officials as is herein above described, the ESU #9 employee in charge of such program shall authorize such interrogation after receiving written permission to do so.

In the event the school district has no policy pertaining to such interrogation and indicates its unwillingness to allow such interrogation to occur, it shall be the duty of the ESU #9 personnel in charge of such program as is herein described, to not authorize any such contact unless the person requesting to undertake such interrogation shall present the ESU #9 employee with appropriate parental consent, a warrant, or an appropriate court order authorizing such interrogation. In the absence of any consent, ESU #9 employee shall refer the matter to the administration of the school district of residence of the child.

Should the school district authorize any such contact without parental consent, a warrant, or an appropriate court order authorizing such interrogation, the ESU #9 employee shall immediately submit to the administrator or designee a written report containing complete information as to who gave authorization for the interrogation and what actions were taken by the ESU #9 employee to comply with ESU #9 board policy.

In case a warrant is produced for the arrest of a student within the control of an ESU #9 employee in a program as is herein described, ESU #9 personnel shall make immediate and extensive attempts to notify the parents of the student for whom the warrant has been issued.

No student record shall be produced to any person not authorized by 79-294 or other applicable law without a court order, parental consent, or if the student has attained the age of 18, the student in question may give consent if such student is not under any other legal disability.

If a crime has allegedly been committed by a student on premises owned or operated by ESU #9, and if such crime has been reported to the police by personnel of ESU #9, ESU #9 personnel may authorize such student be questioned by law enforcement authorities without
parental consent. Should such student be charged or arrested, ESU #9 personnel shall make reasonable efforts to contact the parent or guardian of such child and shall also notify appropriate authorities of the school district of residence of such child.

In the event the student is taken into protective custody by appropriate officials, service unit employees shall undertake no effort to intervene in any interrogation by non-school or non-service unit personnel.

I. DO NOT RESUSCITATE POLICY FOR PROGRAMS OWNED AND/OR OPERATED BY EDUCATIONAL SERVICE UNIT #9

It shall be the policy of Educational Service Unit #9 when presented with a "Do Not Resuscitate" (DNR) order to not comply with such order. It shall further be the policy of ESU #9 concerning any child served within a facility operated by ESU #9 or by contract within a school district, as soon as is reasonable, to abide by the following procedures:

1. Any employee of ESU #9 when informed of a DNR order concerning any child as above stated shall make that fact known to the administrator or his/her designee as soon as possible.

2. The administrator or his/her designee shall communicate to the parent, guardian, or legal representative of any student covered by a DNR order that it is the policy of ESU #9 to not honor DNR orders and a copy of this policy shall be presented to the parent, guardian, or legal representative of such student and receipt and acknowledgment of receipt of this policy shall be requested of such parent, guardian, or legal representative. Such receipt and acknowledgment shall be placed in the affected student's file.

3. ESU #9 shall schedule a conference with the parent, guardian, or legal representative of any student covered by a DNR order and appropriate school representatives. The purpose of such conference will be for the administrator or his/her designee to communicate to the parent, guardian, or legal representative of the student the manner in which this policy will be carried out and to disclose to the parent, guardian, or legal representative the medical or paramedical procedures which will be followed by ESU #9 in the event the child covered by the DNR order needs medical attention. A synopsis of such meeting shall be written and maintained in the affected student's file.

4. In the event that a child covered by a DNR order experiences a need for medical intervention, ESU #9 personnel shall upon becoming aware of such fact, call an emergency response team (i.e., dial 911 and report circumstances) and shall thereafter administer such first aid or other assistance as may reasonably appear to be necessary within the competence of any ESU #9 employee administering such services.

5. ESU #9 personnel shall, if reasonable to do so, make known to any medical or paramedical personnel responding to an emergency or other medical call pertaining to a student covered by a DNR order, that a DNR order has been issued pertaining to such
student. If the DNR order is in writing and available, ESU #9 personnel shall within a reasonable time, forward such DNR order to medical personnel as appropriate. ESU #9 personnel shall, if reasonable to do so, present a copy of such order to emergency medical or paramedical personnel at the site of the emergency response. However, nothing in this policy shall be construed to impose any liability on ESU #9 or its employees for failing to provide oral or written notice of a DNR order if doing so would interfere with any emergency response or would in any other manner delay intended treatment of the child.

6. The administrator of ESU #9 shall make known to the parent, guardian, or legal representative of any child covered by the DNR order the general availability, or lack thereof, of medical personnel on the premises. It shall be the policy of ESU #9 that its employees will refrain from medical decisions that might be required as a result of a DNR order pertaining to any child in the care, custody, or control of or receiving services from ESU #9.

7. The administrator of ESU #9 shall make known to each school district which has a student being served within a facility operated by ESU #9 or by contract with ESU #9 of this policy. In the event that any school district so notified has a policy that is substantially different from this policy, the administrator shall make arrangements mutually agreeable to ESU #9 and such school district as to procedures to be followed in order to reconcile, if possible, the application of the policy of the school district and the policy of ESU #9.

J. Emergency Response to Life Threatening Asthma or Anaphylaxis Policy

It shall be the policy of Educational Service Unit #9 (hereinafter, "ESU #9), as to each employee who is or will be providing services to an accredited school, an approved school, or when providing services to an approved early childhood program, to provide such employee and inform such employee of the following:

1. Inform the employee of the existence of a state-developed emergency response to life threatening asthma or systemic allergic reactions (anaphylaxis) protocol.

2. Inform the employee of the availability of a school nurse and, if one is not available, to inform the employee of who at the site where the services are being provided by ESU #9 is a designated trained non-medical staff for purposes of implementing emergency protocol.

3. Provide the employee with a copy of Appendix A of Title 92 NAC 59 (hereinafter, "Rule 59") to each employee who may be providing services to students who are residents of an accredited school, an approved school, or who are enrolled in an approved early childhood education program.
4. Inform the employee of the whereabouts of an IM EpiPen-Jr., or adult EpiPen within the building where the employee is providing services.

5. Provide the employee covered by this policy with a copy of Appendix A of Rule 59, showing the signature and date of a physician providing standard orders for response to life threatening asthma or anaphylaxis as described in Rule 59.

6. Provide the employee appropriate direction and instruction, so that the employee who may have been involved in a Rule 59 protocol provides appropriate and accurate information to the appropriate school official from the school districts of residence of a child who has been the subject to the said protocol, in order that the school may comply with Rule 59 and so far as keeping and maintaining accurate records of administration of medication by school staff.

7. Inform and provide the employee of any written request from a parent or guardian of a minor student directing that such minor student not receive emergency treatment under the protocol.

It shall further be the policy of ESU #9, when possible, to follow the policies, guidelines, regulations and protocols of the school districts of residence of students served at schools or in programs provided by personnel from ESU #9.

It shall further be the policy of ESU #9, that for programs provided by ESU #9 in locations other than a public school, ESU #9 employees serving these programs will be trained on and carry-out the protocol as outlined in Rule 59.
DO NOT RESUSCITATE POLICY
ACKNOWLEDGMENT AND RECEIPT

The undersigned being the parent, guardian, or legal representative of
__________________________________________, a student the subject of a Do Not Resuscitate
order, herewith acknowledge(s) receipt of the policy of Educational Service Unit #9 which prohibits
compliance by ESU #9 and its personnel with Do Not Resuscitate orders.

Dated this _____ day of __________________, 20 __________.

__________________________________________
Parent, guardian, or legal representative of

__________________________________________
Name of student
MEMORANDUM OF MEETING
WITH PARENT, GUARDIAN, OR LEGAL REPRESENTATIVE OF

_____________________________________________________
Name of student

AND EDUCATIONAL SERVICE UNIT #9 PERSONNEL
CONCERNING DO NOT RESUSCITATE ORDER
PERTAINING TO

_____________________________________________________
Name of student

A meeting of the below listed persons was held on the _____ day of ________________,
20______. 

The purpose of the meeting was to communicate the policy of ESU #9 concerning Do Not
Resuscitate orders, which policy prohibits compliance with such orders. The further purpose of the
meeting was to disclose to the parent, guardian, or other legal representative of
_____________________________________________________
Name of student

the medical and paramedical procedures which would be followed by ESU #9 in the event that said
student becomes in need of medical attention. The following is a synopsis of the meeting.

Persons attending:

Synopsis of meeting:
VII. ACCREDITATION OF EDUCATIONAL SERVICE UNITS

A. Process by Which ESU #9 Provides Services and Calculates Costs ........................................ 133

B. Process by Which Member and Non-Member Schools Request and Pay for Services .............. 133

C. Supervision, Assignment and Evaluation of ESU #9 Employees Providing Direct Services to Schools ................................................................. 134

D. ESU #9 School Superintendents Evaluation of ESU #9 Programs and Services ................................................................. 134

E. Professional Growth for ESU #9 Professional Staff ................................................................ 134

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G. Administrative Policy ......................................................................................... 135
A. PROCESS BY WHICH THE ESU #9 PROVIDES SERVICES AND CALCULATES THE COST

It shall be the policy of Educational Service Unit #9 to provide services as may be from time to time identified and requested by member school districts and to calculate the cost for such services on the basis of reasonable standards of accountancy for political subdivisions of the State of Nebraska.

For any service requested which is not offered at the time of such request, the process for providing such services should occur as follows:

1. A request for services by a member school district should be set forth in writing with such requested service to be identified and accompanied with a probable fiscal impact statement.

2. Such request shall be reviewed by the administrator of ESU #9 who shall confer with the requesting member district and who shall seek to clarify if necessary and supply additional specific information concerning the request so that the nature of the service might be reasonably specifically identified and the fiscal impact might be reasonably projected.

3. Thereafter the administrator shall submit the request to the ESU #9 school superintendents as identified in ESU #9 policy and the ESU #9 school superintendents shall either accept or reject the proposal by a vote of a majority of those present and voting at any duly constituted meeting of the ESU #9 school superintendents.

4. If such proposal or request for service is approved by the ESU #9 school superintendents, it shall be forwarded to the administrator as set forth in the board policy of ESU #9 on the program and/or services proposal form provided by ESU #9.

B. PROCESS BY WHICH MEMBER AND NON-MEMBER SCHOOLS REQUEST AND PAY FOR SERVICES

The process by which non-member schools request services not presently provided by Educational Service Unit #9 shall be processed in the same manner as requests for such services by member school districts.

The request for existing services shall be accommodated within the bounds of applicable statutes.

The method of paying for services requested by non-member schools shall be in the manner as set forth in the Non-Member School District Service Contract, which contract is ratified by the Board of Educational Service Unit #9 and made a part by administrative policy. The method by which member schools shall pay for services shall be provided in board policy.
C. SUPERVISION, ASSIGNMENT AND EVALUATION OF ESU #9 EMPLOYEES PROVIDING DIRECT SERVICES TO SCHOOLS

It shall be the policy of Educational Service Unit #9 to coordinate and cooperate with all school districts receiving services through ESU #9 employees serving on the instructional or service faculty of a school. Such coordination and cooperation shall consist of accommodating reasonable requests from the administration of such school or from any board of education of any such school so served as herein specified, provided, however, that to the extent that any such coordination or cooperation would be violative of any statute, rule or regulation or collective bargaining contract or individual contract of any employee of ESU #9. This policy shall be modified to be in conformity with such statute, rule or regulation, collective bargaining agreement or individual employment contract.

D. ESU #9 SCHOOL SUPERINTENDENTS EVALUATION OF ESU #9 PROGRAMS AND SERVICES

It shall be the policy of Educational Service Unit #9 to periodically receive reports, advice, and recommendations from the ESU #9 school superintendents regarding the evaluation of ESU #9 programs and services and to consider proposals from the ESU #9 school superintendents concerning the development or expansion of ESU #9 programs and services. Such proposals and evaluations shall be submitted by the ESU #9 school superintendents to the administrator of ESU #9 on forms to be provided by the ESU #9 or on such other forms as are substantively similar.

Upon a majority vote by the ESU #9 school superintendents regarding the proposal of programs or services that should be created or expanded, the advisory council may appear before the board with such proposals and may present evidence or other substantiation along with financial data and a fiscal impact statement for consideration by the board. At such meeting, the board may take action to accept or reject such proposal or may request of the ESU #9 school superintendents additional information for consideration at some later board meeting.

ESU #9 shall receive evaluations of programs and services from the ESU #9 school superintendents and shall give due consideration to such evaluations and make changes if it deems any appropriate based upon evidence or other information received from the ESU #9 school superintendents regarding such evaluation.

E. PROFESSIONAL GROWTH FOR ESU #9 PROFESSIONAL STAFF

It shall be the policy of Educational Service Unit #9 to provide to each professional staff member of ESU #9 the equivalent of up to three days during each school year for activities relating to professional growth. For purposes if this policy "two days" shall mean organized or administratively directed activities over a period of hours equaling the total number of hours in a regular school day which shall mean the regular hours of faculty attendance for certificated staff members assigned to the ESU #9 administrative office.
F. WRITTEN POLICIES AND AVAILABILITY FOR REVIEW

It shall be the policy of Educational Service Unit #9 to maintain an official set of current board adopted policies which will be available for review upon request during the regular business hours of the administrative office of Educational Service Unit #9. The written policies maintained by the administrator of Educational Service Unit #9 shall be presumed to be the current, complete, and accurate written policies of Educational Service Unit #9.

G. ADMINISTRATIVE POLICY

The board herewith directs the administrator to develop and to amend from time to time such forms and procedures as may be necessary for carrying out the objectives and promoting accreditation for Educational Service Unit #9 as contained in policies on accreditation of educational service units.
VIII. COMMUNICABLE AND/OR INFECTIOUS DISEASES

A. Students with Communicable and/or Infectious Diseases Attending ESU #9 Regional Programs ........................................ 136

B. Employees with Communicable and Infectious Diseases ............................................................ 139

C. Exposure Control Plan for Bloodborne Pathogens ................................................................. 142

D. Emergency Response to Life Threatening Asthma or Anaphylaxis Policy ...................................................... 11H
A. STUDENTS WITH COMMUNICABLE AND/OR INFECTIOUS DISEASES ATTENDING ESU #9 REGIONAL PROGRAMS

Students will be excluded from school for the following communicable diseases. Each of the communicable diseases listed below has a period for exclusion.

1. **Measles (Rubeola):** Students may return to school the **fifth** day after the onset of the rash. The State Health Department must be notified immediately. Students who are at risk of contracting the disease (who have not been adequately immunized against measles) will be excluded or served in another manner for the duration of the measles outbreak.

2. **Three day measles (Rubella):** Students may return to school **seven** days after the onset of the rash. The State Health Department must be notified immediately. Students who are at risk of contracting the disease (who have not been adequately immunized against rubella) will be excluded or served in another manner for the duration of the rubella outbreak.

3. **Mumps:** Students may return **nine** days after the onset of parotid swelling. The State Health Department must be notified immediately.

4. **Chicken pox (Varicella):** Students may return to school **seven** days after the initial onset of the rash if all pox are dry and the student is symptom free.

5. **Shingles (Herpes Zoster):** Students may return to school after all lesions are dried.

6. **Streptococcal infection:** Students may return to school **24 hours** after the start of antibiotic therapy regimen if body temperature is normal.

7. **Ringworm (Tinea Corporis), Impetigo, Scabies, and Pink Eye (Conjunctivitis):** Students shall remain out of school at least **one day** and until treatment has begun. Students with mild tinea corporis, impetigo, scabies and conjunctivitis may be sent home at the end of the school day with instructions not to return until under a physician's care.

8. **Head Lice:** Students shall be excluded from school until completion of first treatment and all nits (eggs) are removed. Students with a mild case of head lice may be sent home at the end of the school day with instructions not to return until after completion of the first treatment and removal of all nits.

9. **Herpes Simplex Virus:** Students having open skin lesions that cannot be covered with a dressing shall be excluded from school until the lesions are dried.

10. **Hepatitis A:** Students may be readmitted to school upon approval of their physician.
11. **Elevated Body Temperature**: Students with temperatures over 100 degrees shall be sent home from school. Body temperature must be normal for 24 hours before returning to school.

12. **Hepatitis B and Human Immunodeficiency Virus (HIV) also referred to as AIDS Related Complex (ARC) and Acquired Immune Deficiency Syndrome (AIDS)**: Determination of the school attendance status of a student with Hepatitis B or HIV/ARC/AIDS will be on a case-by-case basis.

If the ESU #9 administrator, ESU #9 program supervisor or the superintendent of the student's district of residence receives information that a student attending any ESU #9 regional program has become infected with Hepatitis B or HIV, the superintendent of the student's district of residence shall contact the parents of the student to determine if they wish their child to continue to receive educational services as currently being provided under his/her Individual Educational Program.

If the student is to continue to be served by the ESU #9 regional program, the ESU #9 administrator shall immediately convene a planning team which shall prepare recommendations needed to appropriately accommodate the student in his/her current placement. The planning team shall include, but not be limited to the following persons:

a. The student's parents or guardians.

b. The student's representative (at the option of the parents).

c. The student's physician.

d. The ESU #9 administrator or designee.

e. The ESU #9 program supervisor.

f. The ESU #9 attorney.

g. The superintendent of the school district housing the regional program.

h. The superintendent of the student's school district of residence.

i. The student's teacher or teachers.

j. The ESU #9 medical representatives (at the option of the ESU #9 administrator).

k. The ESU #9 school nursing supervisor.

l. The consultants representing the Nebraska Departments of Health and Education.
The planning team shall:

a. Receive a medical overview of the student's condition;

b. Consider the nature of the risk (how the disease is transmitted);

c. Consider the severity of the risk (the potential harm to third parties);

d. Consider the behavior and neurological development of the student;

e. Consider the student's interaction with staff and other students;

f. Consider the desires and needs of the student and his/her family.

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

It is the goal of ESU #9 that all Hepatitis B and HIV/ARC/AIDS affected students be able to attend regional programs and participate in activities in an unrestricted setting so long as such attendance and participation would be reasonable. However, exceptions will be made for students with neurological impairments or developmental delays resulting in a lack of control over body fluids and displays of behavior such as biting, or students who have uncovered oozing lesions.

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

B. EMPLOYEES WITH COMMUNICABLE AND INFECTIOUS DISEASES

It shall be the policy of Educational Service Unit #9 that no employee of ESU #9 shall be permitted to provide service to any school or faculty contracting with ESU #9 for services when that employee is afflicted with any communicable or infectious disease or condition for which reasonable precautions are not effective to prevent the spread of the communicable or infectious disease.
ESU #9 employees assigned to schools served will follow the school's policies regarding communicable diseases.

ESU #9 employees are also subject to the board policies of ESU #9 regarding sick leave and employee benefits. It shall further be the policy of ESU #9 that any employee who contracts Hepatitis B or Human Immunodeficiency Virus (hereinafter called HIV) also referred to as AIDS Related Complex (ARC) and Acquired Immune Deficiency Syndrome (AIDS), or other diseases which are carried through the life of the infected person and have the potential to be transmitted shall report the same in a confidential manner to the administrator of ESU #9. If the employee intends to continue his/her service with ESU #9, the administrator shall convene a planning team, within ten days, which shall evaluate the medical and psychological condition of the employee and shall determine whether reasonable accommodations exist so that the employee may continue his/her service with ESU #9 so long as he/she is physically able to do so. The administrator shall be authorized to exclude an employee from school, with pay, during the planning period, if such exclusion is deemed necessary to protect the employees and students.

The planning team shall include, but not be limited to, the following:

1. The employee.
2. The employee's representative (at the option of the employee).
3. The employee's personal physician (at the option of the employee).
4. The ESU #9 administrator or designee.
5. The ESU #9 director of state-federal programs.
6. The employee's immediate supervisor.
7. The administrator(s) of the school or schools served by the employee.
8. The ESU #9 medical representative (at the option of the ESU #9 administrator).
9. The ESU #9 attorney (when appropriate).
10. The ESU #9 school nurse supervisor.
11. The consultants representing the Nebraska Departments of Health and Education.

The planning team shall make recommendations which would enable the employee to either return to or continue work on a modified basis or terminate employment. In doing so, the team shall:
1. Receive a medical overview of the employee's condition and listen to the concerns and desires of the employee and his/her supervisors;

2. Take into consideration the many types of interaction the employee has with students and other employees;

3. Determine the nature of the risk (e.g., how the disease is transmitted);

4. Determine the duration of the risk (e.g., how long the carrier is infectious);

5. Determine the severity of the risk (the potential harm to third parties);

6. Determine the probability the disease will be transmitted and will cause varying degrees of harm.

The recommendations should pertain to the employee, students, other employees, supervisors, as well as use of restroom facilities, lunchroom facilities, transportation, the employee's performance responsibilities, any emergency procedures and community relations. The planning team shall prepare a written report with ten calendar days of its first meeting. Upon completion thereof, the ESU #9 administrator shall convene a meeting of the Board of Educational Service Unit #9 and shall provide each member of the board with the recommendations. At the meeting, the board will go into closed session and discuss the recommendations and make any revisions necessary for implementation.

In the event that the planning team is unable to develop recommendations for an employee to continue service with ESU #9, then appropriate steps will be taken to terminate employment. Before termination, utilization of accumulated sick leave benefits, vacation benefits (if applicable), implementation of any disability benefits and participation in the ESU #9 group medical insurance plan at the employee's expense will be analyzed to assure that ESU #9 is in compliance with applicable federal and state laws and regulations.

In the event that after the planning team develops its findings, the affected employee doesn't agree with the planning team's findings, the employee may request a hearing before the Board of Educational Service Unit #9.

Prior to scheduling a hearing, the board may be notified that a case of chronic infectious disease has been identified in the ESU #9 area, but the name of the employee or any identifiers of said employee will not be disclosed.

At such hearing, the administrator shall present or cause to be presented evidence in support of such findings and recommendations of the planning committee made pursuant to this policy. Such a hearing shall be conducted pursuant to policies of ESU #9.

To protect the privacy of an employee and his/her family, the knowledge that the employee has a communicable or infectious disease or condition shall be limited to those persons who...
have a direct need to know unless the employee elects to waive his/her privacy rights. When it becomes necessary to disclose confidential information to other persons, they will also be provided with information concerning the necessary precautions and will be informed of confidentiality requirements.

An employee's refusal to work with a person with a chronic infectious disease shall not be considered a valid reason for not completing assigned responsibilities. However, no employee shall be required to work under any condition or perform tasks which could endanger his/her health, safety, or well being. An employee may be directed, at ESU #9 expense, to knowledgeable professionals who can discuss the cause of diseases, transmission, and employee concerns.

C. EXPOSURE CONTROL PLAN FOR BLOODBORNE PATHOGENS

IT SHALL BE the policy of Educational Service Unit #9 (ESU) to adopt an Exposure Control Plan for the purpose of eliminating or minimizing employee exposure to job related risks associated with bloodborne pathogens. It is the further purpose of this policy to provide a legal and structural framework in which the administration shall develop procedures and practices for purposes such as, but not limited to, identifying employees with occupational exposure risks from bloodborne pathogens, informing such employees of such risks, informing such employees of their rights, implementing methods of record keeping, and implementing practices to minimize or eliminate, where possible, risks to employees from bloodborne pathogens. "Employees" as used herein shall mean an employee, volunteer, or trainee performing services on behalf of the ESU. "Employee" will mean an employee of Educational Service Unit #9 or a student teacher assigned to and under the supervision of Educational Service Unit #9. "Employee" as used herein does not include volunteers, trainees other than student teachers assigned to ESU #9, and under the supervision of ESU #9, or independent contractors.

1. EXPOSURE DETERMINATION

The administrator with such personnel and professionals as he may designate shall identify job categories in which it is reasonable to anticipate that an employee will have skin, eye, mucous membrane, or parenteral contact with bloodborne pathogens or other potentially infectious materials. Such risk of exposure shall be based upon employment circumstances of an employee. When considering whether a job category is one which carries with it a risk of exposure, the fact than an employee may be required to wear personal protective equipment while performing duties in which the risks referred to in this policy are anticipated shall not result in a determination that the job category is one without risk. Once the administrator has identified job categories, those job categories shall be reduced to writing and maintained by the administrator in the administrative offices of Educational Service Unit #9. The job categories which are identified as those for which an exposure risk has been determined shall be made available to each employee of the ESU at a Unit-wide inservice or in such other reasonable means as may be determined to present a risk of exposure shall be distributed to all employees at least
annually. Any person employed since the last distribution of the list shall be provided at the time of employment with such list.

2. PROCEDURES AND UNIVERSAL PRECAUTIONS

It shall be the policy of the ESU to direct and train all employees to handle all blood or other potentially infectious materials as if contaminated by a bloodborne pathogen. Under circumstances in which differentiation between body fluid type is difficult or impossible, all body fluids shall be considered potentially infectious materials. It shall be the duty of the administrator or his/her designee to see that all employees in job categories in which it is reasonable to anticipate the exposures addressed by this policy are instructed and informed of all reasonable universal precautions in handling blood or other potentially infectious materials as have been identified pursuant to this policy. It shall further be the duty of the administrator or his/her designee to see that work practices are developed and followed that will eliminate or minimize exposure, that will define the nature of personal protective equipment where appropriate, and if necessary, provide proper training and disposal methods for any sharps which may be contaminated by blood or other potentially infectious materials. The administrator or his/her designee shall develop regulations pertaining to general hygienic measures such as the use of disinfectants, hand washing, food and beverage handling and storage, and where appropriate, maintenance and identification of sources of "mess kits", clean up kits, and antiseptic towelettes and other hygienic items of similar nature.

3. SCHEDULE AND METHOD OF IMPLEMENTATION OF POLICY

It shall be the duty of the administrator immediately upon this policy becoming effective, to develop a schedule and method of implementing both training and compliance with the Exposure Control Plan required by this policy.

4. COMMUNICATION OF HAZARDS TO EMPLOYEES

It shall be the duty of the administrator or his/her designee to inform all employees of hazards caused by blood or other potentially infectious materials which contain or may contain bloodborne pathogens. Such communication to employees shall be as determined by the administrator or his/her designee and shall be for the purpose of informing employees in such areas as avoiding risk, handling potentially infectious materials, reporting exposure, avoiding exposure when possible, being informed of prophylactic measures, communicating possible or probably detriments to an employee from exposure, and training employees in methods of risk and exposure avoidance. Such communications shall be made from time to time in such manner and with such frequency as the administrator or his/her designee may direct.

5. RECORD KEEPING PROCEDURES

a. MEDICAL RECORDS
It shall be the duty of the administrator or his/her designee to develop record keeping procedures for any employee or the ESU who has been exposed to bloodborne pathogens or other infectious materials as are described in 29 C.F.R. 1910.1030. The administrator or his/her designee shall be responsible for ascertaining that a permanent record is established wherein such records may be any employee who has suffered an occupational exposure within the meaning of this policy for a period of the duration of employment plus 30 years. In the event that the ESU should cease to exist and in the event that there is no successor entity to receive and retain the records as shall be kept pursuant to this policy, it shall be the duty of the administrator or his/her designee to notify the Directory of the National Institute for Occupational Safety and Health at least three months prior to the disposal of such records. The administrator shall see that medical records as provided by this section of the policy shall consist of at least the following:

1) Name and social security number of the employee;
2) A copy of the employee’s Hepatitis B vaccination status, including the dates of all of the Hepatitis B vaccination and any medical records relative to the employee's ability to receive such vaccination;
3) A copy of all results of examinations, medical testing, and follow up procedures;
4) The employer's copy of the health care professional's written opinion required by 29 C.F.R. 1910.1030 (f);
5) A copy of the information provided to the health care professional pursuant to federal regulations.

b. TRAINING RECORDS

In addition to the medical records provided by this policy section, the administrator shall see that training records are adequately maintained, which shall consist of at least the following:

1) The dates of the training sessions;
2) The contents or a summary of the training sessions;
3) The names and qualifications of the persons conducting the training;
4) The names and job titles of all persons attending the training sessions.

Such training records shall be maintained by the administrator or his/her designee for a period of three years from the date on which the training referred to in the records occurred.
6. **PROCEDURE FOR EVALUATION OF EXPOSURE INCIDENTS**

It shall be the duty of the administrator or his/her designee to develop, with the advice of the appropriate health care professionals, procedures for evaluation and follow up of exposure incidents. Generally, it shall be the duty of the administrator or his/her designee to define exposure incidents, to develop a method to have employees who experience an exposure incident immediately report such exposure to the administrator or his/her designee, to offer a confidential medical evaluation and follow up to such employee, to identify the infectivity status of any source individual involved in the exposure incident, to obtain within the bounds of the law blood samples of the source individual, the employee, and obtain tests for HBV and HIV serological status, to see that such blood samples are preserved in accordance with the law, to offer post-exposure prophylaxis when medically indicated to the exposed employee and to provide information to the health care professional evaluating an employee after an exposure. The information to be provided to the health care professional shall consist of at least of a copy of 29 C.F.R. 1910.1030 bloodborne pathogen standard, a description of the exposed employee's duties as they relate to the exposure incident, documentation of the routes of exposure, circumstances under which the exposure occurred, results of the source individual's blood testing if available, and all medical records relevant to the appropriate treatment of the employee, including vaccination status. All medical evidence as required by federal regulation resulting from application of this procedure shall be retained in accordance with the medical records portion of this policy. If the employee who has been exposed refuses Hepatitis B vaccination, whether medically indicated or not, the administrator or his/her designee shall present such employee with the Hepatitis B vaccination declination form which is incorporated by reference into this policy and is attached as Appendix A.

7. **EMPLOYEE RIGHTS**

It shall be the duty of the administrator or his/her designee to inform all employees of the ESU of their rights, entitlements, and benefits arising out of any exposure to blood or other infectious materials covered by this policy and as set forth in 29 C.F.R. 1910.1030 and to develop a plan to see that the ESU is in compliance with affording each employee all rights, entitlements, and privileges afforded such employee by this policy and applicable law pertaining to bloodborne pathogens and other infectious materials.
APPENDIX A

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring Hepatitis B Virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.