SERVICES and OPERATIONS

Section 1 Services

A. ESU Services

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

Legal Reference:	NDE Rule 84, section 1.05D
Date of Adoption:	October 9, 2025

B. Core Services to Member School Districts

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

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

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

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

Legal Reference:	§§ 79-1204 NDE Rule 84, section 3.02 and section 8
Date of Adoption:	October 9, 2025

C. Use of Core Service Funds and Property Tax Funds

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

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

1. The Administrator or designees shall prepare and transmit a written proposal of core services offerings and use of the property tax levy to all member school districts each fiscal year.

2. The member school districts through their designated representatives shall indicate their approval or disapproval of the proposal within thirty calendar days after receipt of the proposal. Failure to so indicate within such time period shall be deemed approval of the proposal.

3. In the event a proposal fails to receive approval, the Administrator will consult with the designated representatives and/or the Boards of the member school districts. After such consultation, written proposals may be amended and resubmitted.

Legal Reference:	§79-1242 NDE Rule 84, section 1.05D
Date of Adoption:	October 9, 2025

D. Services: Requests, Cost, and Payment

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

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

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

   Services to Non-Member School Districts. ESU 6 has established processes for services to non member districts and schools reflective of the capacity within each service area and in accordance with Rule 84 which stipulates that ESUs may contract to provide services to non member public school districts and nonpublic school systems. General guidelines for provision of services to nonmember and nonpublic schools include:
   - Ensure the requested services do not conflict with the obligation to provide core services to member districts.
   - Ensure that ESU 6 personnel and programs have sufficient capacity to deliver the requested services to nonmembers.
   - Determine assessment of fees for nonmembers services and that appropriate contracted services agreements are established clarifying terms as needed.

Legal Reference:	§79-1222, 79-1224, 79-1225 and 79-1242 NDE Rule 84, sections 3.05B
Date of Adoption:	October 9, 2025

E. Use of Funds from Other Sources

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

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

1. Authority to Sign Applications. The Administrator is authorized to sign applications for grant funds, including ESSA formula grants, on behalf of the ESU and may delegate such authority to other administrators at the discretion of the Administrator. The Administrator shall submit such applications as determined appropriate so long as acceptance of the funds does not include conditions contrary to the policies of the Board.

2. Supplement not Supplant. Federal funds shall be used to supplement, not supplant, the amount of funds or services available from non-federal sources, in compliance with the requirements of federal law. ESSA funds shall not be used to provide services otherwise required by law to be made available.

3. Equitable Allocation. Federal funds shall be used in a manner to ensure equitable allocation of resources. Staff are to be assigned and curriculum materials and instructional supplies are to be distributed to the schools in such a way that equivalence of personnel and materials is ensured among the schools in compliance with the requirements of federal law.

4. Maintenance of Effort. The ESU shall maintain fiscal effort related to ESSA programs in compliance with the requirements of federal law.

5. Resources. The procurement of resources related to ESSA programs, including contracts and purchase or service agreements for such program, shall be in accordance with the ESU's written procedures for purchasing and contracting. Purchase orders and invoices shall indicate an appropriate record of expenditures. All equipment purchased with federal funds, including those used in nonpublic and other facilities, shall be appropriately identified, inventoried, and when no longer useful to the program, properly disposed. Resources such as staff, materials and equipment funded by Title I shall be used only for children participating in

the program.

6. Maintenance of Records. Records of all federal financial and program information shall be kept for a minimum of 5 years after the start date of the project.

7. Identification of Eligible Children. The Administrator and the designees shall implement an appropriate process to identify children eligible for services provided under federal programs.

8. Coordination of Services. Title I services shall be coordinated and integrated with the regular classroom, with other agencies providing services, and with other federal, state and local programs.

9. Other Requirements. The Administrator shall take or cause other staff to take such action as required by law for the ESU to maintain compliance with ESSA and specific ESSA grant programs in which the ESU participates.

Legal Reference:	§ 79-1224; ESSA
Date of Adoption:	October 9, 2025

Section 2 Budget

A. Fiscal Year

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

Legal Reference:	§ 13-503
Date of Adoption:	October 9, 2025

B. Budget Preparation

1. Budget Statement. The Administrator shall annually prepare, in consultation with appropriate Board officers and committees, a proposed budget statement on forms prescribed and furnished by the auditor and present it to the Board. The proposed budget statement shall be made available to the public prior to publication of the notice of the public hearing on the proposed budget statement.

2. Budget Contents. The budget for the operation and maintenance of the ESU for the ensuing year shall itemize the contemplated expenditures and the expected revenue from taxation received by the ESU from available federal, state, and county sources, from contractual revenue from school districts, and from all other agencies and sources. Upon approval by the governing body, the budget shall be filed with the auditor.

3. Public Hearing. The Board shall each year conduct a public hearing on its proposed budget statement in accordance with law. A summary of the prepared yearly budget of the ESU shall be published one time in a legal newspaper

published in or of general circulation in each county in the ESU at least five days before the meeting at which the budget is considered for adoption by the Board. Such publication shall also specify the date, time, and place of the public hearing at which the budget will be considered and any tax levy made.

4. Filing Budget. Upon approval by the Board, the budget shall be filed with the auditor.

Legal Reference:	§ 13-503; § 13-506; § 79-1226; § 79-1227
Date of Adoption:	October 9, 2025

Section 3 Reports, Evaluations and Audits

A. Report of Yearly Activities

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

Legal Reference:	§ 79-1228
Date of Adoption:	October 9, 2025

B. Annual Program Report

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

Legal Reference:	§ 79-1228, NDE Rule 84.003.04A
Date of Adoption:	October 9, 2025

C. Improvement and Evaluation

The ESU will develop and implement a continuous improvement process to promote quality learning, equity, and accountability. This improvement process will include, but is not limited to, the following activities within each five-year period: review and update of a mission and vision statement; on-going collection and analysis of aggregate data about student performance, programs, core services and services, demographics, and school district satisfaction; identification of annual improvement goals based on such data; development and implementation of a plan that includes procedures, strategies, or actions to achieve goals; and annual evaluation of progress toward improvement goals.

This continuous improvement process will include an on-site visitation by an external team to review the process. The external team shall be made up of a minimum of five (5) persons, not employed by the ESU or in schools served by the ESU. The chair of the external

team shall be assigned by the Commissioner or his or her designee with remaining membership of the team agreed upon by the Administrator and the Commissioner or his or her designee. A copy of the external team's written report, including recommendations, shall be provided to the Department. The external team visits shall be conducted at least once each five years.

Legal Reference:	NDE Rule 84.006
Date of Adoption:	October 9, 2025

D. Submission for Accreditation

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

Legal Reference:	NDE Rule 84.004
Date of Adoption:	October 9, 2025

E. Annual Financial Report

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

Legal Reference:	§ 79-1229 (1)
Date of Adoption:	October 9, 2025

F. Audits

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

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

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

Legal Reference:	§ 79-1229 NDE Rule 84, section 7 § 84-304.01 to .03
Date of Adoption:	October 9, 2025

Section 4 Funds Management

A. System of Accounting

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

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

Legal Reference:	
Date of Adoption:	October 9, 2025

B. Borrowing

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

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

Further, the ESU may enter into loan agreements for the purpose of borrowing money from financial institutions, including banks, in amounts not to exceed the limits established by law. As evidence of such borrowing, the ESU may execute and deliver one or more written loan agreements but shall not be required to execute and deliver separate promissory notes for each borrowing under such agreements. Money borrowed pursuant to such agreements shall bear interest at such rate or rates and shall become due and be repaid as provided in such agreements.

Any such agreement shall provide for repayment in full at least once each fiscal year and shall be for a term not exceeding one fiscal year. Any such agreement shall be registered upon books kept by the ESU Treasurer, and money borrowed pursuant to such agreement shall be paid out of funds collected upon the current existing levy prior to the payment of any warrant or note registered subsequent to any such loan agreement. If the ESU has any such loan agreement or agreements outstanding and has warrants or notes registered, the total amount shall not exceed the limits established by law.

All such borrowings shall require approval of the ESU Board.

Legal Reference:	§ 79-1244
Date of Adoption:	October 9, 2025

C. Depositories of Funds

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

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

Legal Reference:	
Date of Adoption:	October 9, 2025

D. Coffee Act Policy (Reimbursable Expenses)

1. Workshops. Board members, employees and volunteers of the ESU are expected to maintain effectiveness by being well informed on educational and related issues and are encouraged to diligently perform their required duties, attend educational workshops, conferences, training programs, official functions, hearings or meetings which are necessary to perform required duties, sponsored by the ESU or State and national educational organizations or which are otherwise in the best interests of the ESU.

    a. Approval to Attend. Board members are hereby given prior approval by the ESU Board to attend such functions within the State which are sponsored by this ESU, the Nebraska Association of School Boards, the Nebraska Council of School Administrators, the Nebraska Rural Community Schools Association, and similar organizations, without additional or further approval by the Board unless otherwise so determined. Upon approval by the Board or, in the case of in-state

functions, by the Administrator or the Administrator's designee, Board members are further authorized to attend other similar functions.

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

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

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

2. Recognition. The Board hereby authorizes the President, Administrator or the Administrator's designee to determine when and to whom plaques, certificates of achievement, flowers or other items of value should be granted to recognize service by Board members, employees and volunteers. The maximum value of any such item to be awarded shall not exceed $150.00. The Board may alter such maximum, but not more than once in any twelve-month period.

3. Meeting Refreshments. Non-alcoholic beverages may be provided to individuals attending public meetings. Meals may be provided to Board members, employees and volunteers attending joint meetings with other governing bodies. When the President or Administrator determines it to be in the best interests of the ESU and not in the form of a perquisite, because of timing or duration of a meeting or ESU activity, or other factors, the Board authorizes other nutritional refreshments to be provided to persons attending public meetings or in other appropriate or necessary situations.

4. Participants in Board Approved Activities. Non-alcoholic beverages and meals may be provided for individuals while performing or immediately after performing relief, assistance or support activities in emergency situations (including, but not limited to, tornado, severe storm, fire, or accident) and to volunteers during or immediately following their participation in any activity approved by the Board (including, but not limited to, mowing, picking up litter, removing graffiti, or snow removal).

5. Annual Recognition Dinner. One recognition dinner each fiscal year may be held for Board members, employees or volunteers. Such annual dinner may be held separately for Board members, employees of each department and volunteers, or in any combination. The maximum cost per person for such recognition dinner is hereby established at $50.00.

6. Spouses. This policy does not authorize the expenditure of public funds to pay for any expenses incurred by a spouse of a Board member, employee, or volunteer unless the spouse is also a Board member, employee or volunteer or unless the expenditure is otherwise permitted by law.

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

Legal Reference:	§§13-2201 to 13-2204 § 81-1176 (mileage rate)
Date of Adoption:	October 9, 2025

E. Gifts

1. Gifts to the ESU. The Board welcomes monetary and material contributions or other types of citizen contributions to the ESU. Material contributions may be rejected where not suitable to efficient use by the ESU. All donations become the property of the ESU and will be used in the interests of the ESU.

2. Gifts to Employees. Students and patrons shall not to be encouraged or coerced to give personal gifts to ESU employees in their position as employees. In the event an employee receives such a gift with a monetary value in excess of $50, the employee is to inform the Administrator, who is then authorized to require that the employee disburse the gift to the ESU or equitably among other ESU staff serving the person making the gift.

3. Gifts by ESU Employees. ESU employees are not to give gifts to students who they serve in their employment. Exceptions are allowed for a homebound or seriously ill child, and in other cases where administrative approval is given.

Legal Reference:	
Date of Adoption:	October 9, 2025

F. Internal Controls

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

grants:

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

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

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

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

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

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

Legal Reference: 2 C.F.R. § 200.303.

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

1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two years;
3) Implement a control system to ensure safeguards for preventing property loss, damage, or theft;
4) Continue to develop and implement adequate maintenance procedures for the equipment; and
5) Continue to develop and implement sales and disposition procedures for the equipment to ensure the highest possible return

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of in accordance with the Board's Sale and Disposal of Property Policy.

All equipment, whether acquired in whole or in part under a federal award, with a current fair market value in excess of $10,000 (per unit), may only be sold or otherwise disposed of in accordance with the provisions of 2 C.F.R. § 200.313(e)(2)-(3).

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

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

1) A procedure for micro-purchases (Under $15,000);
2) A procedure for simplified acquisition threshold (between $15,000 to $350,000);
3) A procedure for sealed bids; (over $250,000);
4) A procedure for competitive proposals; with an explanation for why sealed bids were not accepted if over $250,000; and
5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.
Cross-Reference: Policies 3130 & 3131.

Contract Terms: All contracts funded (in whole or in part) by federal funds and/or federal awards must contain the following terms or, via this Policy, the following terms are required and incorporated into any such contracts:

1) An assurance that minority business enterprises and labor surplus area firms are used, when possible;
2) 2) An Anti-Lobbying clause for all contracts, including an Anti-Lobbying Certification, for contracts exceeding $100,000;
   3) A Suspension and Debarment clause;
   4) A provision for termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement;
   5) A clause that addresses administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and a provision for sanctions and penalties;
   6) For contracts in excess of $150,000, a clause addressing the Clean Air Act and the Federal Water Pollution Control Act;
   7) A provision maintaining contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders;
   8) A provision addressing the District's conflict of interest policies; and
   9) A requirement that the contractor maintains records related to the contracted work.

Legal Reference: 2 CFR § 200.319(d); 2 CFR § 200.321; 2 CFR § 200, Appendix II(I); 2 CFR § 200, Appendix II(H); 2 CFR § 200, Appendix II(B); 2 CFR § 200, Appendix II(A); 2 CFR § 200, Appendix II(G); 2 CFR § 200.318(b); 2 CFR § 200.318(c)(1); 2 CFR § 200.318(i); 2 CFR § 200.324(a); 2 CFR § 200.324(b).

Federal Interest Reporting: The District will follow the required federal interest reporting and recording requirements, if applicable, for any real property or improvement interest financed, in whole or in part, with federal funds.

Legal Reference: 2 CFR §§ 200.310-200.313.

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

For all other records, the ESU will retain such records for the length of time as required by law.

Legal Reference: 2 C.F.R. § 200.333, 2 C.F.R. § 200.34 & 34 C.F.R. § 81.31.

Suspension and Debarment: The ESU will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the ESU will either: (1) verify that a vendor has not been debarred, suspended or otherwise excluded via SAM.gov, (2) collect a verification from that vendor; or (3) add a clause to the contract with the vendor. The ESU will maintain a copy of said verification or documentation.

Legal Reference: 2 C.F.R. § 200.213.

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

1) Identifying all of the federal awards received and expended and the federal programs under which they were received;
2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
3) Maintaining records and documentation that sufficiently identify the amount, source, and expenditure of funds for federally- funded

activities;

4) Ensuring effective controls over accountability and safeguards for all funds, property, and other assets;
5) Comparing actual expenditures with budget amounts for each federal award;
6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The ESU will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.
Legal Reference: 2 C.F.R. § 200.307.

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

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

Legal Reference: 2 C.F.R. § 200.306.

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

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

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

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

Any leave and/or fringe benefits charged to a federal award must satisfy all criteria set forth in 2 C.F.R. § 200.431(b) and/or (c).

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

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

Federal Funds for Construction Projects: If the ESU is granted the authority to use federal funds for a construction project, the ESU will follow the Davis-Bacon and Related Acts, including the payment of "prevailing wages" to those who work on the job site, as well as the contractor bonding requirements.
Legal Reference: 40 U.S. Code § 3141, et seq; 2 C.F.R. § 200.326.

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

1) Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.

2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of $5,000 or more have the prior written approval of the federal awarding agency or pass-through entity.

3) Capital expenditures for improvements to land, buildings, or equipment which materially

increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.

4) Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.

5) When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

6) If the ESU is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

7) Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

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

Maintaining Records: Financial records, supporting documents, statistical records, and all other ESU records pertinent to a federal award must be retained for the minimum period time as required by federal law or the terms of the federal awarding agency, whichever is longer in time. Legal Reference: 2 C.F.R. § 200.334.

Conflict of Interest: No District employee, agent, or Board Member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by or with federal funds. A "conflict of interest" includes, but is not limited to, a financial or other interest in or a tangible personal benefit from federal funds that would directly or indirectly benefit either (1) the employee, agent, or board member; (2) any member of their immediate family; or their spouse or partner, or (3) an organization that employs or is about to employ those individuals. District employees, agents, and Board Members may only accept gratuities, favors, or anything of monetary value from federally funded contractors in accordance with the District's Conflict of Interest Policy. Any District employee, agent, or Board Member who knowingly violates these terms may be subject to discipline, up to and including termination of employment and/or referral for possible criminal prosecution.

Legal Reference:	2 C.F.R. § 200.112 & 200.318
Date of Adoption:	April 16, 2026

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

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

H. Procurement Plan – Code of Conduct

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

No employee, officer, or agent of the ESU may participate in the selection, award, or administration of a contract supported by federal, state, or local funds if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

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

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

Section 5 Purchasing

A. Authority

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

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

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

Legal Reference:	§§ 79-1220 and 79-1223
Date of Adoption:	October 9, 2025

B. General Guidelines

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

Contracts for purchases, services, leases or rental and other agreements to encumber funds shall be made only with the approval of the Board or, where authorized, by the Administrator or designee.

Legal Reference:	
Date of Adoption:	October 9, 2025

C. Involvement of Staff

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

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

Legal Reference:	
Date of Adoption:	October 9, 2025

D. Construction Projects

The ESU shall bid every project for the construction, remodeling, or repair of any building or for site improvements when the contemplated expenditures for the project is in excess of **$136,000** or such sum as adjusted pursuant to §73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders. The Administrator or designee shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.

2. Regular Manner of Advertisement for Bids. The notice to bidders shall be published one time in a newspaper of general circulation in the ESU. The notice shall be

published at least seven (7) days prior to the date designated for the opening of such bids. The Board or Administrator may, in their sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.

3. Bid Opening. When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.

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

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

6. Retention of an Architect or Engineer. The ESU shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed **One hundred forty-four thousand dollars ($144,000)** , as adjusted from time to time by § 81-3445 or other applicable law.

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

Legal Reference:	§ 52-118 (construction performance and payment bonds) § 73-101 to § 73-106 (bidding construction projects) § 81-3445 (architect or engineer)
Date of Adoption:	April 16, 2026

E. Equipment, Materials and Supplies

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

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

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

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

2. Purchases from $10,000 up to $40,000—Solicit Proposals. The Administrator or designee shall request the submission of bids, quotes or proposals for purchases, which have a cost from $10,000 up to $40,000. The Administrator or designee shall receive and evaluate all proposals and make a recommendation to the Board for acceptance. The Board reserves the right to reject any and all proposals, to waive any informality in any proposal, and to accept the proposal that it deems best serves the interests of the ESU; which may or may not be the lowest cost proposal.

3. Purchases of $40,000 and above—Sealed Bids. The Administrator or designee shall advertise for sealed bids for purchases which have a cost of greater than $40,000.

   i. Bid instructions and specifications. The Administrator or designee shall prepare bid instructions that are clear and complete and conducive to competitive bidding. The bid instructions shall set forth all considerations

necessary to bid and be consistent with any guidelines established by the Board.

ii. Advertisement. The notice to bidders shall be published appropriately in a manner that will allow for competition. Vendors and suppliers shall be invited to have their names placed on mailing lists to receive invitations to bid. When specifications are prepared, they will be mailed or made available to all vendors or suppliers who have indicated an interest in bidding.

iii. Sealed bids. Bids must be submitted in sealed envelopes, addressed to the Board, and plainly marked with the name of the bid and the time of the bid opening.

iv. Withdrawal of Bids and Late Bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.

v. Bid Opening. Bids shall be opened at the time specified and all bidders and other persons shall be invited to be present. After the bids have been opened and tabulated, they shall be available for those interested to copy or study. They shall not, however, be removed from the ESU's offices.

vi. Right to Reject. The Board reserves the right to reject any or all bids and to accept the bid which appears to be in the best interest of the ESU. Each bid notice should carry the notification that the ESU reserves the right to accept or reject any or all bids.

vii. Right to Waive Bid Formalities. The Board reserves the right to waive any informality in, or reject any or all bids, or any part of any bid, as consistent with law.

Legal Reference:	
Date of Adoption:	October 9, 2025

F. Book Contracts

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

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

publisher or manufacturer shall reimburse the ESU for the cost of creating such computer files or electronic versions.

Legal Reference:	§ 79-734.01
Date of Adoption:	October 9, 2025

G. Services

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

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

When the Board has previously approved a service, program, or contractual relationship, the Administrator or designee is authorized to approve the renewal, extension, or continuation of such service without prior Board approval when:

i. The renewal is consistent with the scope, purpose, and general cost structure previously approved by the Board;
ii. The renewal is necessary to avoid an interruption of services or to meet a contractual or service deadline that occurs prior to the next scheduled Board meeting; and
iii. The total cost of the renewal does not materially exceed the previously approved amount or includes only standard or customary increases.

The Administrator or designee shall report any renewal to the Board at the next regular meeting for review and ratification.

If a proposed renewal includes a material change in scope, pricing, or contractual terms, the renewal shall be submitted to the Board for approval prior to execution whenever reasonably practicable.

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

Legal Reference:	Neb. Rev. Stat. § 4-114
Date of Adoption:	October 9, 2025

H. Lease-Purchase

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

Legal Reference:	
Date of Adoption:	October 9, 2025

I. Rebates to Employees or Board Members

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

Legal Reference:	
Date of Adoption:	October 9, 2025

J. Credit Card Purchasing Program

1. The Board authorizes the Administrator or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the ESU.

2. The Board of Education delegates to the Administrator or designee: (a) the determination of the type of purchasing card or cards to be utilized in the ESU's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the ESU's purchasing card program. The Administrator shall submit the approved names to the Board, from time to time.

3. The ESU's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the ESU. No officer or employee of the ESU shall use a purchasing card for any unauthorized use.

4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Administrator or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.

5. Upon the termination or suspension of employment of an individual using a purchasing card, the Administrator or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Legal Reference:	Neb. Rev. Stat. § 13-610
Date of Adoption:	October 9, 2025

Section 6 Conflicts of Interest

A. Use of Public Resources by Board Members and Employees

Restrictions on Use

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

No Board member or employee shall use or authorize the use of ESU personnel, resources, property, or funds under his or her official care and control other than in accordance with prescribed constitutional, statutory, and regulatory procedures or use such items, other than compensation provided by law, for personal financial gain.

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

Authorized Uses

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

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

- Limited communications with family members or other non-school employees for personal purposes, such as e-mails or text messages with a spouse using district hardware, software, internet, accounts, or other public resources so long as this communication does not distract from or interfere with employees performing their official duties, as determined by the employee's supervisor;
- Traveling to or from the employee's home when the primary purpose serves the interests of the district. If an employee is unsure whether the primary purpose serves the interests of the district, the employee should obtain the approval of his or her supervisor, who is authorized to make that determination under this policy;

- Making a limited number of copies of personal documents when the employee cannot make alternative arrangements;
- Using personal social media accounts or accessing appropriate websites which are consistent with the ESU's digital citizenship curriculum while off duty;
- Using district-owned computer programs, such as Word, Excel, Adobe, and others for personal purposes while off duty;
- Other uses by employees authorized by the Administrator or designee. The Board intends to allow the Administrator to authorize such uses on a case-by-case basis that the Administrator deems appropriate; and

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

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

1. the use of the resource for personal purposes is part of the employee's compensation provided in an employment contract or is consistent with this policy; and

2. the personal use of the resource as compensation is reported in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid by the affected employee.

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

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

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

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

a result of such communications.

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

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

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

A Board member or employee may campaign for or against the qualification, passage, or defeat of a ballot question or the nomination or election of a candidate when no ESU resources are used. An employee shall not engage in campaign activity for or against the qualification, passage, or defeat of a ballot question or the nomination or election of a candidate while on duty time.

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

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

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

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

Legal Reference:	Neb. Rev. Stat. §§49-14,101.01 and 49-14,101.02
Date of Adoption:	October 9, 2025

B. Interest in Contracts

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

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

Legal Reference:	§ 49-14,103.01
Date of Adoption:	October 9, 2025

C. Other Conflict of Interest

Members of the Board shall abstain from voting on matters on which they may have a conflict of interest. A conflict of interest for this purpose means a decision in the discharge of duties that may cause financial benefit or detriment to the Board member, a member of the Board member's immediate family (which means a child residing in the Board member's household, a Board member's spouse or an individual claimed by that Board member or the Board member's spouse as a dependent for federal income tax purposes), or a business with which the Board member is associated, which is distinguishable from the effects of such action on the public generally or a broad segment of the public.

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

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

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

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

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

Legal Reference:	§ 49-1425; § 49-1499; § 49-14,101; § 49-14,102; § 49-14,103; § 49-103.01; § 49-14,103.02; § 49-14,103.03; § 49-14,103.04; § 49-14,103.05; § 49-14,103.06
Date of Adoption:	October 9, 2025

D. Reporting Procedures

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

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

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

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

Legal Reference:	§ 49-14,103.02
Date of Adoption:	October 9, 2025

Section 7 Management of Property

A. Community Use of ESU Facilities

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

1. Application for Use.

Outside groups that wish to use ESU facilities must submit a completed Application for

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

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

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

2. Acceptance of Application for Use.

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

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

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

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

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

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

Applications may be denied based on the determination of the Administrator or the Administrator's designee that the Applicant does not have the financial ability or financial responsibility to pay fees or expenses or to reimburse the ESU for any damages that may be sustained to facilities or equipment or any liability that may be created by the use.

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

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

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

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

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

a. Any of the reasons for non-acceptance of an application exist.
b. The Applicant fails to meet any term or condition required prior to the use. This includes but is not limited to failure of the Applicant to pay required fees or deposits or failure to show evidence that any required insurance is in place.
c. Circumstances make the use unsuitable. This includes but is not limited to:
    i. The condition of the facilities being unsafe. For example, the presence of snow, ice, fallen limbs or other potential hazards that the ESU would not otherwise clear prior to the activity or event. The Applicant may request that the ESU clear the hazards such that it may proceed with its activity or event. If the ESU agrees to do so, the Applicant shall be responsible for

all costs incurred by the ESU in clearing the hazard.

ii. ESU staff being unavailable to monitor the use or to provide set-up or clean-up services where the ESU has accepted responsibility for such.

iii. The need to use the facilities for an ESU activity or purpose.

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

The Applicant shall remain responsible for fees or expenses, and any deposit that has been received by the ESU shall be forfeited and be kept by the ESU, if cancellation occurs because of the fault of the Applicant. Otherwise, the ESU will return any deposit that has been received by the ESU. The ESU will in no event be responsible for any damages, expenses, or losses incurred by the Applicant or any person arising from the cancellation.

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

3. Conditions of Use.

The conditions for use are as follows:

a. Compliance. Applicant agrees to:

i. Comply with all local, state and federal laws, including health and fire codes.

ii. Comply with Board policies concerning non-discrimination and the use of ESU facilities.

iii. Comply with reasonable administrative rules related to use of facilities and the requests of ESU officials related to the Applicant's use of the facility.

b. Disclaim ESU Sponsorship. The ESU does not sponsor or endorse the Applicant or the activity or event conducted by the Applicant. To ensure that the public understands this fact, the Applicant agrees to not make any statements suggesting such sponsorship and to publish statements of non-ESU sponsorship in such form and manner as the administration may request.

c. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:

i. Is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property.

ii. Enters any area of the ESU facilities that the Applicant has not been given permission to use, or accesses any ESU records.
iii. Engages in the use of tobacco, alcohol, or illegal drugs, or is under the influence of alcohol or illegal drugs.
iv. Possesses a firearm or a weapon.
v. Engages in disorderly, lewd, or lascivious conduct.
vi. Engages in any criminal behavior.

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

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

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

d. Condition of Premises. Applicant agrees to:

i. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, Applicant shall notify an administrator. In the event the unsafe condition is not corrected prior to the activity or event, the Applicant shall postpone or cancel the activity or event.
ii. Not use or allow any ESU equipment to be used without express approval of ESU administration.
iii. Not bring or allow others to bring food or beverages on to ESU grounds without express approval of ESU administration.
iv. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive.
v. Not use any electrical equipment that has been brought onto the premises without express approval of ESU administration.
vi. Not allow the wearing of street shoes or shoes with black soles on gym floors or other protected surfaces.
vii. Not cause or allow others to cause damage to ESU facilities or equipment.
    1. In the event damages are sustained, Applicant accepts responsibility for reimbursing the ESU for the cost of repair or replacement.
    2. Applicant agrees that the ESU administration's determination that damage was sustained in connection with the Applicant's use, and of the cost of repair or replacement, is controlling.
    3. Applicant shall immediately report to the ESU administration any

damage to ESU facilities or equipment that occurs during the Applicant's use of ESU facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day.

viii. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other ESU property to their proper location. The clean-up shall be promptly completed. In the event the ESU provides the clean-up service, Applicant agrees to reimburse the ESU for the cost of such clean-up.

ix. Remove any property brought in by the Applicant and by any person attending the activity or event. The ESU is not responsible for any personal property that is left on the premises.

e. Financial Responsibility. Applicant agrees to:

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

ii. The insurance requirement is subject to waiver by the Administrator or the Administrator's designee where the intended use presents very little potential for injury or damage and the activity or event is designed to serve the ESU's staff or member schools or students of member schools.

iii. Indemnify and hold the ESU, the Board, ESU employees and agents of the ESU harmless from any and all claims, demands, causes of action, or lawsuits for any death or personal injury or damage to property sustained during, caused by or arising out of the Applicant's use of ESU facilities.

4. Fees for Use.

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

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

a. Processing. Cost of processing the Application, postage, invoicing and coordination of the use.
b. Access. Cost of providing access; such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.
c. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use and for clean-up after the use.
d. Kitchen. Cost of providing access to the kitchen facilities; as ordinarily any

permitted use of the kitchen will require the presence of a member of the ESU responsible for the food service area.

e. Special Equipment. Cost of making special equipment available such as sound and lighting set-up; as ordinarily any permitted use of special equipment will require the presence of a member of the ESU staff who is familiar with proper use of the equipment.
f. Monitoring. Cost of administrative or other professional staff to monitor the Applicant's use to ensure compliance with the terms and conditions of the permitted use.
g. Security. Cost of providing security services when determined to be needed for the activity or event.

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

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

Legal Reference:	
Date of Adoption:	October 9, 2025

APPLICATION FOR USE OF ESU FACILITIES

Name of Organization Making Request: _____ Date: _____

Type of Organization and Type of Activity or Event

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

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

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

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

____ Other. *Describe*: _____

Facilities Requested. Building: _____ Areas:_____

Dates & Times Requested:

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

Details of Use (Attach an additional explanation if needed)

Describe the Type of Activity or Event: _____

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

Set Up or Tear Down Required by ESU: _____

Type of Cleaning Required During and Afterwards: _____

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

Fees (To Be Completed by Administrator or Designee)

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

Advance Deposit	$ _____
Date Deposit Due	

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

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

Policy Compliance and Acceptance of Liability

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

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

_____	_____	_____
Name, Position	Signature	Date
_____	_____	_____
Name, Position	Signature	Date

B. Tobacco

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

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

Legal Reference:	§§ 71-5716 to 71-5734
Date of Adoption:	October 9, 2025

C. Weapons

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

For purposes of this policy, the term "dangerous weapon" includes any personal safety or security device (such as tasers, mace and pepper spray). In the event that a person desires to carry or possess a personal safety or security device on ESU property or in an ESU vehicle, the individual must obtain prior approval from the Administrator or Administrator's designee before bringing such device on ESU grounds or in an ESU vehicle. If a person obtains prior approval from the Administrator or Administrator's designee, the person must store the device during the work or school day in a secure location as designated by the Administrator or Administrator's designee.

Legal Reference:	§ 69-2441
Date of Adoption:	October 9, 2025

D. Trespassers

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

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

1. has failed to comply with identification or check-in procedures,

2. is determined by such administrators or designees to not have a legitimate purpose to be on the property, or
3. is determined by such administrators or designees to present a risk to the safety of building users (for example, if the person is a registered sex offender) or a risk of disruption to the operations or programs of the ESU.

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

Legal Reference:	§§ 28-520 to 28-522
Date of Adoption:	October 9, 2025

E. Distribution of Materials

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

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

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

Legal Reference:	
Date of Adoption:	October 9, 2025

F. Bulletin Boards and Web Page

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

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

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

Legal Reference:	
Date of Adoption:	October 9, 2025

G. Internet Safety Policy

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

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

2. Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the ESU's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

4. Supervision and Monitoring. It shall be the responsibility of all members of the ESU staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Administrator and the Administrator's designees.

5. Parental Consent. The ESU shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.

6. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

Legal Reference:	47 USC § 254 (Children's Internet Protection Act)
Date of Adoption:	October 9, 2025

H. Computer Acceptable Use Policy

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

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the ESU or made available by the ESU. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.

2. Access and User Agreements. Use of the ESU technology resources is a privilege and not a right. The Administrator or designee shall develop appropriate user agreements and shall require employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Administrator determines appropriate. Parents and guardians of students in programs operated by the ESU shall inform the Administrator or designee in writing if they do not want their child to have access.

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

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

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

4. Unacceptable Uses.

   The following are unacceptable uses of the technology resources:

   a. Personal Gain: Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance

with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.

b. Personal Matters: Technology resources shall not be used, and no person shall authorize its use, for personal matters unless the User has entered into a lease agreement or other similar agreement with the ESU that makes such use permissible under law.

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

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

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

c. Campaigning: Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.

d. Technology-Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation,

1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
5. Users shall not copy, change, or transfer any software without permission from the network administrators.

6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
7. Users shall not engage in any form of vandalism of the technology resources.
8. Users shall follow the generally accepted rules of network etiquette. The Administrator or designees may further define such rules.

e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any ESU policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:

1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the ESU is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
4. to engage in or promote violations of student conduct rules.
5. to engage in illegal activity, such as gambling.
6. in a manner contrary to copyright laws.
7. in a manner contrary to software licenses.

5. Disclaimer. The technology resources are supplied on an "as is, as available" basis. The ESU does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The ESU is not responsible for the integrity of information accessed, or software downloaded from the Internet.

6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the ESU may also use other technology protection measures or procedures as deemed appropriate.

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

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

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

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

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

Legal Reference:	47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions) § 49-14,101.01 (Political Accountability and Disclosure Act) Children's Online Privacy Protection Act, 15 U.S.C. § 6501 U.S. Copyright Act, 17 U.S.C. § 1, et seq
Date of Adoption:	October 9, 2025

I. Recording of Others

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

Section 8 Disposal of Property

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

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

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

1. The intention to sell shall be publicized, via newsletter, an ESU bulletin board or webpage posting, an NSBA, NCSA or similar association webpage or publication, a newspaper advertisement, or other means suitable to the value and nature of the property.

2. Real estate will be sold to the highest bidder, except that a minimum acceptable price may be established prior to bidding.

3. Items shall in general be sold to the highest offer or highest bidder. However, where the item or related grouping of items which has a value less than $5,000, preference may be given to, and a lower offer accepted from, buyers within the following order of priority: an ESU member school, another ESU, another political subdivision within the ESU, a charitable organization active within the ESU boundaries, and another political subdivision.

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

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

Legal Reference:	
Date of Adoption:	October 9, 2025

Section 9 Records Management

A. Records Management and Disposition

1. General Standard. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State's schedules for retention and disposition of public records.

2. Records Officer. The Administrator is hereby designated as the records officer of the ESU for purposes of this policy. Any questions about the type or category of a record or the required retention period for it should be addressed to the records officer.

3. Electronic Records, Messages, and Data. ESU records may be created, stored, and maintained in paper or electronic format. Electronic records may include, but are not limited to, (a) email and other electronic communications; (b) digital documents and databases; (c) audio and video recordings; and (d) cloud-based and third-party hosted data. Electronic communications, documentation, and data are ESU records when they relate to ESU business and will be retained in accordance with the applicable record retention schedules. Due to system storage limitations, certain categories of electronic data (such as surveillance video or system logs) may be retained for shorter periods than other records, unless required to be preserved by law or otherwise determined by the Administrator or designee. The ESU will implement reasonable measures to ensure that electronic records remain accessible, retrievable, and secure for the duration of their required retention period. Employees are responsible for retaining records within their control when they are aware, or reasonably should be aware, that such records may be subject to a records request, audit, investigation, or possible litigation

~~Electronic Messages. Electronic messages are communications using an electronic system for the conduct of ESU __ business internally, between other state and local government agencies, and with parents, students, patrons and others in the outside world. These messages may be in the form of e-mail, electronic document exchange (electronic fax), and electronic data interchange (EDI). In this policy, the terms electronic messages and e-mail are used, depending on the context, to mean the same thing. ESU __'s electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:~~

~~a. *End-User Management*. End-user means anyone who creates or receives electronic messages on the ESU's electronic system. Electronic messages~~

are to be managed at the end-user's desktop rather than from a central point. Each end-user is responsible for organizing, managing and disposing of records that are part of his or her desktop computer.

b. *Categories for Retention*. Electronic messages fall within three categories: (1) transitory messages; (2) records with a less than permanent retention period; and (3) records with a permanent retention period. End-users are to organize, store, retain and dispose of electronic messages according to these three categories. This means determining which electronic messages require long-term retention, determining who is responsible for making this decision, and establishing storage and disposition requirements for electronic messages.

i. *Transitory messages*. Transitory messages include copies posted to several persons and casual and routine communications similar to telephone conversations. For example, as determined on an individual case-by-case basis by the end-user, transitory messages include certain embryonic materials, notes or drafts; unwanted and unneeded "junk" mail; "personal" mail for employees not related to ESU business; unsolicited sectarian, religious, partisan, political or commercial messages, or political advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages. Employees sending or receiving such communications may delete them immediately without obtaining approval.

ii. *Less than permanent retention records*. These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. Employees creating or receiving such communications may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records should be referred to the records officer.

iii. *Permanent/archival retention records*. These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records should be made by the records officer in consultation with NSHS, and the State Records Administrator about either transferring the records or maintaining them in the agency of origin. If the transfer decision is made, the method, frequency and format of the transfer should be determined cooperatively by the records officer, the NSHS, and the State Records Administrator.

c. *Electronic Storage Limitations*. ESU __'s computer systems have storage limitations. E-mails are deleted by the computer system within five (5)

~~days to avoid operational problems. End-users are instructed that electronic messages that are required to be maintained past that time period should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. The retention period for the particular record is the best indicator of which storage medium or format to choose.~~

~~d. *Proper Use of Electronic Messages*.~~

~~i. *Non-Discrimination*. Electronic messaging is not permitted to be used to promote discrimination on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities.~~

~~ii. *Permissible Use*. Electronic messaging is to be used only for purposes that are consistent with the mission of ESU __. Electronic messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that represents a form of the employee's compensation. Electronic messaging is not permitted to be used for personal financial gain or for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. Electronic messaging is not permitted to be used for purposes of assisting a non-profit organization except when and to the extent such use serves a purpose consistent with the mission of ESU __ or facilitates ESU __ business.~~

~~iii. *Conduct*. Employees shall not read electronic messages received by another employee when there is no work-related purpose for doing so, send electronic messages under another employee's name without the employee's consent or administrative authorization, or change or alter any portion of a previously sent electronic message without administrative authorization.~~

~~iv. *Other Regulations*. Electronic messaging is subject to all requirements of ESU __'s computer use policies and may be monitored and accessed at any time without prior notice. ESU __ has complete authority to regulate all electronic messaging. Electronic messaging is a privilege and not a property right and is not a public forum. Electronic messaging is made available subject to all board policy and regulations, these regulations, administrative guidelines, use agreements, handbook provisions,~~

~~and all administrative orders or directives as issued from time to time.~~

~~4. Electronic Records. All books, papers, documents, reports, and records kept by the ESU may be retained as electronic records. Minutes of the meetings of the Board may be kept as an electronic record.~~

5. Litigation Holds. When litigation against ESU __ or its employees is filed or threatened, ESU __ will take all reasonable action to preserve all documents and records that pertain to the issue. Such action will in particular be taken when the litigation may be filed in federal court or otherwise subject to federal rules of discovery.

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

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

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

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

6. Settlement Agreements

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

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

for informational purposes or for approval if required.

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

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

Legal Reference:	§§ 84-712 to 84-712.09; §§ 84-1201 to 84-1227 Laws 2010, LB 742 State Records Administrator Guidelines: Schedule 24: Local Agencies General Records (March 2005) Electronic Imaging Guidelines (March 2003)
Date of Adoption:	October 9, 2025

B. Student Records

1. Legal Compliance. Records related to students served by the ESU shall be maintained in compliance with state and federal law.

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

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

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

   An ESU or school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility and effectively provide the function or service for which they are responsible.
   An official who is authorized to have access to education records is a person employed by the ESU, or by the school district in which the student is enrolled, as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the ESU Board or the student's school board; a person or company with whom the ESU or the school district has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); and a parent or student serving

on an official committee, such as a disciplinary or grievance committee or assisting another authorized official in performing his or her tasks.

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

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

4. Separate Disciplinary Files. Student files or records shall be so maintained so as to separate disciplinary matters from academic or other service matters. All disciplinary material in a student's file shall be removed and, upon the ending of ESU services to the student, released to the school district in which the student is enrolled for destruction in accordance with law.

5. Request for Records Amendment. Parents and eligible students (a student who has reached 18 years of age or is attending an institution of postsecondary education) have the right to challenge any information contained in the records that they believe is inaccurate, misleading or violates the privacy rights of the student. Such a challenge may be made by making a written request to the Administrator or designee to amend the records. If the record in question is a record generated by the school district in which the student is enrolled, the challenge shall be forwarded to such school district for action. If the record is an ESU education record, the Administrator or designee shall determine whether to amend the education record as requested. If a decision is made not to amend the education records in accordance with the request, the Administrator or designee shall so inform the parents of the student. The parent shall be advised of the right to a hearing. If a hearing is requested, the Administrator or designee shall conduct a hearing (or delegate the role to another official who does not have a direct interest in the outcome of the hearing) and provide the parent or eligible student a full and fair opportunity to present evidence relevant to the issues raised in conformance with applicable law.

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

Legal Reference:	§§ 42-364 & 42-381 §§ 79-2,104 & 79-2,105 § 79-539 §§ 84-712 to 84-712.09; §§ 84-1201 to 84-1227 20 U.S.C. 1232g (FERPA) NDE Rule 51, section 9.01 State Records Administrator Guidelines: Schedule 24: Local Agencies General Records (March 2005) Electronic Imaging Guidelines (March 2003)
Date of Adoption:	October 9, 2025

Section 10 Comments and Complaints

A. Communications to the Board

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

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

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

   a. Listen attentively to the concerns but not take any inflexible position.

   b. Instruct the individual about the ESU's process for resolving concerns and complaints and direct the individual to the appropriate complaint or grievance procedure or to the Administrator for information concerning such procedures. If the concern or complaint involves an employee, the individual should be informed to discuss the matter with the employee first.

   c. Inform the Administrator of the concern.

2. Complaints Made to the Board. Concerns or complaints may be made to the Board at a duly called Board meeting at such time as the agenda provides for public participation or comment.

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

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

Legal Reference:	
Date of Adoption:	October 9, 2025

B. Complaints or Concerns of Employees

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

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

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

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

Legal Reference:	
Date of Adoption:	October 9, 2025

C. Comments and Complaints of Parents and Patrons

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

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

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

Legal Reference:	§ 79-533 (parental involvement) 20 U.S.C. § 1232h (surveys)
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D. Complaints Involving Instructional Materials

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

The following procedures apply to complaints involving instructional materials:

1. Complaints must be presented in writing to the Administrator. The complaint must specify: the name of the author, title, the publisher, and the objections by page and items; or in case of materials other than printed material, written information specifying the precise nature of the objection shall be given. The statement must be signed and identified in such a way that a proper reply will be possible. The Administrator or designee may develop a specific complaint form for this purpose which shall be used if in existence.

2. The Administrator will acknowledge the receipt of the complaint and answer any questions regarding procedure.

3. The Administrator will then notify the department coordinator and the employee(s) involved. The Administrator will determine whether the complaint should be considered an individual request or if an ESU-wide review committee shall be activated to reevaluate the material.

4. The use of challenged materials shall not be restricted until final disposition has been made by the appropriate review committee, however, individuals may be excused from using challenged materials.

5. In considering the challenged materials, the review committee shall consider the educational philosophy of the ESU, the professional opinions of teachers or employees of the same subject and of other competent authorities, review of materials by reputable bodies, the complainant's stated objections in using or use of the materials.

6. The ESU review committee shall make a determination on the complaint within a reasonable time period considering the nature of the challenged materials, the current or pending use, scheduling conflicts of committee members, and the complexity of the objections made. The findings of the ESU review committee shall be a matter of written record and transmitted to the Administrator who will determine how interested parties shall be notified.

7. In the event the complainant is not satisfied with the findings of the ESU review committee, the complainant may request that the complaint be reviewed by the ESU Board. The Board will then determine whether to consider the complaint beyond the action of the ESU review committee; if the Board chooses to do so, the Board will proceed to consider the complaint. A decision by the Board (either to not proceed further on the complaint, or to respond as a Board to the complaint) shall conclude the appeal process available within the ESU system.

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

Legal Reference:	
Date of Adoption:	October 9, 2025