



**HASTINGS
PUBLIC SCHOOLS**
Assuring the essential.
Expanding the possible.

Work Session

Thursday, August 6, 2020 @ 6:00 PM Central
Middle School, 201 North Marian Road, Hastings, NE 68901

1. Roll Call -

2. Announcement - Jim Boeve -

3. Welcome to HEA reps and guests - Jim Boeve -

4. Review Board Norms/Goal - Jim Boeve -

5. *Appoint a board member to fill the vacancy on the Board - Jim Boeve -

6. Preliminary Budget - Jeff Schneider -

7. *Approve fall opening plan - Jeff Schneider -

8. *Vote on the addition of bowling for the Senior High - Jeff Schneider -

9. *Approve the creation of 1.0 FTE teaching position at Lincoln Elementary - Jeff Schneider -

10. *Approve the Memorandum of Understanding between HPS and the Hastings Police Department for School Resource Officers for the 2020-2021 school year - Jeff Schneider -

11. *Approve the 2020-2021 ESU #9 preschool & school aged contract - Kandace Garwood -

12. Reminder of Hearing on, and reaffirmation of Parental Involvement Policy - Lawrence Tunks -

13. *Consent Agenda - David Essink -

14. Reminders - Jim Boeve -

15. Adjournment - Jim Boeve -

***Closed Session:** If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Nebraska Open Meetings Law.

****Sequence of Agenda:** The sequence of agenda topics is subject to change at the discretion of the board. Please arrive at the beginning of the meeting.

*****Action Item:** The board reserves the right to take action on an item listed on the board agenda.

Students, staff, families and community will collaborate to maximize readiness for our student's college/career and citizenship. We will increase the rigor and relevance of each student's learning experience while meeting their academic and well-being needs.

Hastings Public Schools

Board of Education Norms

We will work to achieve consensus while valuing differences of opinion both within our Board and when considering the input of others.

We will conduct meetings and business in a manner that is fair and professional.

We will strive to ensure our decisions are congruent with the mission, vision, and strategic plan for the District.

Each member will be committed to the School Board process by attending meetings, being on time, coming prepared, adhering to the agenda (the President of the Board may adjust the order of the agenda to allow the fullest participation of the available members of the Board upon the request of a Board Member), *referencing Robert's Rules of Order*, and participating to their full potential.

We will gather the necessary data; seek expertise from within and outside of our District; and attempt to hear from any parent, student, or other community member in order to make wise decisions that reflect all stakeholders.

We will regularly and intentionally communicate with one another, the administration, faculty, staff, students, community, and the press to ensure information is shared openly and in a relevant, timely and appropriate manner.

We will also maintain confidentiality when necessary.

We will serve as advocates for K-12 public education within our community, as well as within the state of Nebraska.

We will recognize that, as community leaders, we will adhere to the character standards that are the core of our school: respect, responsibility, compassion, and honesty.

Our collective and fundamental purpose is to assure all students acquire the knowledge, skills, and behaviors essential to be successful individuals and responsible citizens.

General Fund Expenses

Description	17-18 Actual	18-19 Actual	19-20 Est. Actual	20-21 Est Budget	20-21 Est Actual
Teachers, Paras, Supplies (1100's, 3000's, 6000's 1300's, 1900's, 8000's, 9000',)	19,610,963	20,247,294	20,500,000	25,000,000	21,200,000
Sped teachers, Sped Paras, Supplies (1200's)	7,589,501	7,716,299	7,700,000	8,000,000	7931000
Counselors, Nurses, Library Personnel, Supplies (2120, 2130, 2140,2150, 2180, 2212, 2222, 2223)	1,352,911	1,519,645	1,600,000	1,800,000	1648000
Administrators, Office personnel, supplies, HR expenses, Board Expenses, Legal Fees, Property Insurance, Textbooks, Computers (2215, 2310, 2320, 2329, 2410, 2510, 2515, 2516)	\$5,321,405	5,086,153	5,000,000	5,200,000	5150000
Custodians, Supplies & Equipment, Vehicles other than other than busses, utility expenses (2520 & 2610)	\$2,379,268	2,153,158	2,000,000	2,400,000	2060000
Maintenance personnel, equipment and supplies, (2620)	1,291,308	1,275,077	1,200,000	1,300,000	1236000
Activity Transportation (2750)	338,628	331,792	280,000	300,000	288400
Sped Transportation (2760 & 2765)	563,270	493,695	450,000	600,000	463500
Teachers, Paras, and supplies for Federal programs such as Title and Pre-School (4000)	2,251,267	2,444,367	2,400,000	2,500,000	2472000
Total Expenditures	40,698,521	41,267,480	41,130,000		42,448,900
Total Budgeted	45,803,246	47,687,994	46,520,819	47,100,000	

Hastings Public Schools

Return to School

Building Procedures	
School/Academic Plan	<ul style="list-style-type: none"> ● PK-12 Continue to attend regular classes with accommodations made for those who are not able. E-Learning offered to those who are not comfortable attending in person (E-Learning classes to begin no later than Aug. 24). ● Increased social distancing where possible. Remove extra furniture in rooms (chairs, couches, bean bags, etc.) and arrange furniture to maximize social distancing.
Temperature Checks	<p>Staff Temperature Check:</p> <ul style="list-style-type: none"> ● Staff will take their own temperature at home every morning. They will take their temperature in a timely manner in order to get a substitute if one is required. <p>Student temperature checks will be conducted once per day at the beginning of the school day.</p> <ul style="list-style-type: none"> ● 100.4 threshold ● Temperatures for tardy students are taken in the office prior to going to class. <p>Two-step process when a student has a temperature</p> <ul style="list-style-type: none"> ○ Temperature check in the classroom ○ Temperature check then taken 10 minutes later in the office. If they still have a temperature over 100.4, the student will be sent home.
Custodial	<ul style="list-style-type: none"> ● Custodians will provide heightened disinfection of touchpoints or areas of specific concern in student attendance centers identified by the Facilities Director. ● Director of Operations will communicate with Custodial Supervisor to identify areas of specific concern and communicate to custodians of affected student attendance centers the specific area(s), surface(s), schedule, procedure and product to be used for heightened disinfection. ● Director of Operations will determine routine cleaning schedules at each building and will require modification to meet heightened disinfection needs.
Lunch and Breakfast	<ul style="list-style-type: none"> ● Breakfast in the cafeteria or classroom as determined by building principals. ● Lunch in the cafeterias will encourage physical distancing and assigned seats. Additional locations for lunch may be utilized. Schedules may also need to be adjusted. ● Extra sanitation procedures will be used. ● Some food items may be limited (no fresh fruit and vegetable bar). ● Visitors will be limited in terms of eating lunch with students in the cafeteria. Visitors will need to use alternate locations to promote social distancing.
Recess	<ul style="list-style-type: none"> ● Schedules will be modified to reduce the number of students (only one grade level if possible) on the playground at one time. ● Social distancing will be encouraged.
Field Trips	<ul style="list-style-type: none"> ● No off-site elementary or preschool field trips until further notice.
Specials	<ul style="list-style-type: none"> ● Classes transition to specialist teachers. ● Precautions will be taken for specials that follow health guidelines (i.e. cleaning of shared items, etc.). ● Specialist teachers will utilize larger classrooms/spaces (outside) when appropriate and possible.
Hand washing / Hand sanitizing	<ul style="list-style-type: none"> ● PK-5 scheduled 3 times a day (i.e. at the beginning of the day, before and after lunch and recess, before and after specials, etc.) ● 6 - 12 Announcements supporting hand washing and hand sanitizing (hand sanitizing stations available in every classroom).
Hallways	<ul style="list-style-type: none"> ● 6-12 Students will be encouraged to limit their time in the hallways (passing periods are 5 minutes or less). Students will be encouraged to travel on the right side of the hallway.
Lockers / Locker Rooms	<ul style="list-style-type: none"> ● Buildings will implement a limited and/or staggered use of lockers. ● Students are encouraged to wear face coverings while in the locker rooms. ● Limit and/or stagger the use of locker rooms when possible. ● Limit the amount of time spent in the locker rooms when possible.
Beginning of the Day: Staff	<p>PK-12</p> <ul style="list-style-type: none"> ● Each building will create arrival procedures to encourage social distancing. ● Teachers schedule taking temperatures, hand washing, and/or hand sanitizing.
Beginning of the Day: Students	<p>PK-12</p> <ul style="list-style-type: none"> ● Parents will screen students at home for common COVID-19 symptoms. ● Students should socially distance as much as possible while waiting outside before the school day. ● Students will report to their classrooms for temperature checks and hand washing/hand sanitizing.
End of the Day	<ul style="list-style-type: none"> ● Students are encouraged to leave the school grounds as quickly as possible unless they are involved in a school activity.
Building Access	<ul style="list-style-type: none"> ● Visitors are limited due to COVID-19 concerns. Special situations need to be approved and scheduled with the building principal in advance. ● Masks required for all visitors.
Face Covering	<ul style="list-style-type: none"> ● Face coverings required for all staff and K-12 students when possible. ● HPS will provide face coverings but students and staff are welcome to bring their own. ● Face coverings need to meet the dress code. ● Teachers can establish breaks for students from face coverings while using social distancing.

Restrooms	<ul style="list-style-type: none"> ● Heightened disinfection procedures will be used in all restrooms. ● Restroom use during passing periods will be monitored to avoid crowding.
Water Fountains	<ul style="list-style-type: none"> ● Students are encouraged to bring individual water bottles. ● Drinking fountains will be open with frequent cleaning and sanitizing. The use will be discouraged.
Classroom Seating/Materials Usage/Sanitization	<ul style="list-style-type: none"> ● Desks separated into rows and not in pods. (Avoid face to face seating options) ● Individual student supplies when possible. ● Minimize furniture (chairs, couches, bean bags, etc...). ● PE and other equipment is cleaned between classes when possible
Transportation	<ul style="list-style-type: none"> ● Face coverings required when possible. ● Bus monitors will take temperatures prior to the students boarding. ● If they have a temperature over 100.4, the student will not be allowed on the bus. ● Seating charts with social distancing to the greatest extent possible.
Technology	<ul style="list-style-type: none"> ● K - 5 devices assigned to each individual and will be left in the classroom. ● 1-to-1 devices sent home daily grades 6-12. ● The technology fee will be waived for 2020-2021 due to COVID-19.
6-12 Activities	<ul style="list-style-type: none"> ● Activities and athletics will be conducted in accordance with the Nebraska State Activities Association guidelines.
Student Attendance	<ul style="list-style-type: none"> ● All students in grades PK-12 will attend school in person with accommodations made for those who are not able. <ul style="list-style-type: none"> ○ For Preschool, only special education students will be able to have accommodations. ● Accommodations will be made for students in PK-12 who are unable to attend in-person to utilize online learning. <ul style="list-style-type: none"> ○ Students will only have this option with parental/guardian request with a commitment of at least one quarter.
Staff Attendance	<ul style="list-style-type: none"> ● All staff will report as directed unless prior arrangements have been made with the Human Resources Director. ● Any questions or concerns relative to work expectations should be directed to the Human Resources Director.

Potential Tiered Responses/Consultation with Health Department

	<p>Look for symptoms of COVID-19. Common symptoms include fever, dry cough, sore throat, and/or tiredness.</p> <p>Have symptom documentation ready: including those who have been sent home with fevers.</p>
1 confirmed case* in the building of a student or staff member.	<ul style="list-style-type: none"> ● CONTACT SOUTH HEARTLAND DISTRICT HEALTH DEPARTMENT (SHDHD) ● Follow the guidance provided by SHDHD, including heightened sanitation of specific location(s)
1 confirmed case* of an immediate household member of a staff member or student.	<ul style="list-style-type: none"> ● CONTACT SOUTH HEARTLAND DISTRICT HEALTH DEPARTMENT ● Follow the guidance provided by SHDHD

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF HASTINGS, HEREINAFTER "CITY" AND HASTINGS PUBLIC SCHOOLS**

This Memorandum of Understanding (MOU) is made and entered as of the date fully executed below, by and between the City of Hastings (HASTINGS POLICE DEPARTMENT) and the HASTINGS PUBLIC SCHOOLS:

As used herein and in accordance with Neb. Rev. Stat. Secs. 79-2701 to 79-2704, "Law Enforcement Agency" means an agency or department of this state or any political subdivision thereof that is responsible for the prevention and detection of crime, the enforcement of penal, traffic or highway laws of this state or any political subdivision of this state, and the enforcement of arrest warrants. Law enforcement agency includes a police department, an office of a town marshal, an office of a county sheriff, the Nebraska State Patrol, and any department to which a deputy state sheriff is assigned as provided in Neb. Rev. Stat. Sec. 84-106.

WHEREAS, HASTINGS PUBLIC SCHOOLS and the HASTINGS POLICE DEPARTMENT share the goal of promoting school safety and a positive school climate;

WHEREAS, All parties acknowledge that crime prevention is most effective when HASTINGS PUBLIC SCHOOLS, the HASTINGS POLICE DEPARTMENT, parents, behavioral health professionals, and the community are working in a positive and collaborative manner;

WHEREAS, HASTINGS PUBLIC SCHOOLS and the HASTINGS POLICE DEPARTMENT agree it is important to create a school environment in which conflicts are de-escalated and students are provided developmentally appropriate and fair consequences for misbehavior that address the root causes of their misbehavior, while minimizing the loss of instruction time;

WHEREAS, HASTINGS PUBLIC SCHOOLS staff should generally not involve the HASTINGS POLICE DEPARTMENT in enforcement of HASTINGS PUBLIC SCHOOL discipline policies;

WHEREAS, HASTINGS PUBLIC SCHOOLS and the HASTINGS POLICE DEPARTMENT recognize the student contact with The HASTINGS POLICE DEPARTMENT's School Resource Officers and HASTINGS PUBLIC SCHOOL staff builds positive relationships leading to better student outcomes; and

WHEREAS, HASTINGS PUBLIC SCHOOLS and the HASTINGS POLICE DEPARTMENT agree that student discipline practices and referrals to the juvenile justice system need to be closely monitored to ensure fair and equitable treatment for all HASTINGS PUBLIC SCHOOL students.

NOW, THEREFORE, HASTINGS PUBLIC SCHOOLS and the HASTINGS POLICE DEPARTMENT agree as follows:

Section 1. School Discipline and Law Enforcement Program Goals

1. To create a common understanding (a) school administrators and teachers are ultimately responsible for school discipline and culture; (b) The HASTINGS POLICE DEPARTMENT's School Resource Officers should not be involved in the enforcement of school rules.
2. To minimize student discipline issues so they do not become school-based to the juvenile justice system;
3. To promote effectiveness and accountability;
4. To provide training as available to School Resource Officers and appropriate HASTINGS PUBLIC SCHOOL staff on effective strategies to work with students that align with program goals;
5. To employ best practices so that all students are treated impartially and without bias by The HASTINGS POLICE DEPARTMENT's School Resource Officers and HASTINGS PUBLIC SCHOOL staff in alignment with applicable rules and procedures of The HASTINGS POLICE DEPARTMENT and HASTING PUBLIC SCHOOL equity policies; and
6. To utilize best practices for training and oversight with the goal of reducing disproportionality.

Section 2. Roles and Responsibilities for the HASTINGS POLICE DEPARTMENT's School Resource Officer regarding School Discipline.

1. Disciplining students is the responsibility and authority of HASTINGS PUBLIC SCHOOL, school administrators, and parents. The HASTINGS POLICE DEPARTMENT has the responsibility of investigating any law violations and determining the outcome when a law violation is confirmed. HASTINGS PUBLIC SCHOOLS shall not investigate any potential law violation without the consent of the HASTINGS POLICE DEPARTMENT. HASTINGS PUBLIC SCHOOL and the HASTINGS POLICE DEPARTMENT shall use best efforts to follow the principles in this MOU regarding the division between school discipline and law enforcement.
2. The HASTINGS POLICE DEPARTMENT can provide assistance when: (a) required by law under Neb. Rev. Stat. §§79-262 and 79-293 or other state or City/County/Security Agency law; (b) there is a threat to the safety of students, teachers, or public safety personnel; (c) to assist with victims of crime, missing persons, and persons in mental health crisis; (d) in an attempt to prevent criminal activity from occurring; or (e) it is required as part of emergency management response.
3. The HASTINGS POLICE DEPARTMENT should not act as a school disciplinarian. HASTINGS PUBLIC SCHOOL staff should not involve The HASTINGS POLICE DEPARTMENT in disputes that are related to issues of school discipline; however, Law Enforcement staff serving as a complement to school staff, may provide education or act in the role of a mentor, counselor, or trusted adult as herein provided.
4. Law Enforcement shall not interview students or collect evidence solely for the purpose of HASTINGS PUBLIC SCHOOL disciplinary purposes.
5. Law Enforcement shall follow HASTINGS PUBLIC SCHOOL policy that address when a parent or guardian will be notified or present, if a student is subjected to questioning or interrogation by a School Resource Officer or other employee of The HASTINGS POLICE DEPARTMENT, in conjunction with a school official. This provision shall not apply to emergency situations or situations where parental notification could potentially subject the student to harm.
6. Law Enforcement shall follow relevant case law that address under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated by a School Resource Officer or other employee of The HASTINGS POLICE DEPARTMENT in conjunction with a school official.

7. The HASTINGS POLICE DEPARTMENT shall follow HASTINGS PUBLIC SCHOOL policy required by section 79-262 that address the type or category of student conduct or actions that will be resolved as a disciplinary matter.

8. The HASTINGS POLICE DEPARTMENT shall keep detailed records on each student referral for prosecution in response to an incident occurring at school, on school grounds, or at a school-sponsored event and ensure that such records allow for analysis of related data and delineate: (a) The reason for such referral; and (b) Federally identified demographic characteristics of such student.

9. The HASTINGS POLICE DEPARTMENT will maintain a high level of professionalism and confidentiality of all matters regarding the HASTINGS PUBLIC SCHOOLS, staff, and student information.

10. HASTINGS PUBLIC SCHOOLS will maintain a high level of professionalism and confidentiality of all matters regarding the HASTINGS POLICE DEPARTMENT, staff, and criminal investigations. This shall exclude public information as it relates to crimes the HASTINGS POLICE DEPARTMENT investigates upon school grounds.

Section 3. Training.

1. Law Enforcement personnel assigned to Public School shall complete a minimum of twenty contact hours of training focused on school-based law enforcement, including but not limited to, coursework focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice practices, and preventing violence in school settings.

2. Administrators in each elementary and secondary school building where Law Enforcement personnel are assigned will complete an additional twenty contact hours of training beyond their college coursework of school-based law enforcement, including, but not limited to course work focused on school law, student rights, understanding special needs of students and students with disabilities, conflict de-escalation techniques, ethics, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, restorative justice, and preventing violence in school settings.

Section 4. Other Considerations.

1. HASTINGS PUBLIC SCHOOLS and the HASTINGS POLICE DEPARTMENT agree that this MOU does not supersede any state statutes, City/County ordinances, POLICE DEPARTMENT General Orders and policies, including but not limited to the following: (a) minimum age limits for arrest; and (b) when Miranda rights shall be given prior to interviewing students.

Section 5. Program Review.

1. HASTINGS PUBLIC SCHOOLS, in collaboration with the HASTINGS POLICE DEPARTMENT, shall create a student and parent complaint process to express a concern or file a complaint about Law Enforcement personnel. Any and all complaints against HASTINGS POLICE DEPARTMENT staff members will be fully investigated by the HASTINGS POLICE DEPARTMENT and not by HASTINGS PUBLIC SCHOOL staff.

Section 6. Community Partnerships.



Educational Service Unit 9

Drew Harris, Administrator
5807 Osborne Dr. West, Hastings, NE 68901
Telephone: 402-463-5611
www.esu9.org

TO: Superintendent of Schools

FROM: Drew Harris, Administrator
Emily Burr, Business Office Manager
Joe Haney, Director of Special Services

DATE: March 11, 2020

SUBJ: Contracts for Special Education Services for 2020-21 School Year -
School Age and Below Age Five

Thank you for meeting with ESU 9 representatives regarding your services for the 2020-21 school year. During our conversations, you agreed to purchase the following services for your district (see attached). We are respectfully asking that your board approve this contract during its next board meeting and that you return a signed copy no later than April 6, 2020.

The contracts are needed by April 6 to ensure that ESU 9 can hire personnel to meet district needs. ESU 9 cannot guarantee service for any needs identified after April 6, 2020. As a reminder, these rates are an estimate.

Attached please find a copy of the Contract for Special Education Services for school age and below age five children for school year 2020-21. The following information is provided to assist you in completing the contracting process.

The Special Education Contract for Services is based on the cost estimates prepared for your school. The amounts and types of services included in this contract have been based on estimated costs for the following school year.

Please review the accompanying estimated costs as reported on Schedule "B" and, if acceptable, sign the contract. The district should retain a copy of the contract, which includes the Schedule "A" (Description of Services) for audit purposes, and return a signed copy of the contract back to ESU 9. Please be reminded that ESU 9 uses contracts with schools as a basis for hiring staff needed to provide the amount of services purchased by schools. Therefore, projections are calculated to be as close to actual needs as is possible.

If the school contracts with other agencies for special education services, that agency should also provide the school with a contract, a description of services, and a cost schedule. **Prior to contracting with other agencies, the district should check to make sure the agency has a state approved rate.** For more information on service agencies see 92 NAC Rule 51.

Just a reminder to include in your school district's special education budget for 2019-20 the following:

1. Contracted amounts from ESU 9
2. Costs for district hired staff
3. Services purchased from other school districts
4. Services purchased from service agencies other than ESU 9

If you have any questions regarding the attached contract, please contact us.

ju
c: March File

EDUCATIONAL SERVICE UNIT 9
CONTRACT FOR SCHOOL AGE AND BELOW AGE FIVE
SPECIAL EDUCATION SERVICES

THIS AGREEMENT, made and entered into this 11th day of March, 2020, by and between EDUCATIONAL SERVICE UNIT 9 of the State of Nebraska hereinafter called "SERVICING AGENCY", and Hastings Public Schools, called "DISTRICT". This contract is in effect from August 10, 2020 or the date signed by both parties, whichever is later, through May 21, 2021.

WITNESSETH:

The District does hereby agree to hire Servicing Agency to service its school age students with disabilities and below age five children with disabilities during the school year 2020-21 and the Servicing Agency agrees to act as such Servicing Agency for the consideration and under the terms and conditions as hereinafter set forth:

1. A description of the program of Special Education and related services to be provided to District students shall be as set forth in Schedule "A" hereto attached and by reference made a part thereof.
2. It is agreed that the District shall pay the Servicing Agency for said special education or related services as listed on Schedule "B".
3. The Servicing Agency agrees to bill the District for the actual cost of special education services rendered and to make any adjustments caused by prior overpayment or underpayment.
4. The Service Agency retains the right to adjust any service rate listed on Schedule "B" during the contract period.
5. The Servicing Agency agrees to provide the District with the final billing and the actual rate for cost of services. A complete reconciliation of the actual costs of special education services rendered will be provided upon request only. The final billing to the District shall serve as a final reconciliation of the amount of payments. The Servicing Agent will apply credits owed from the final billing to any amounts due to the Servicing Agent. Amounts billed to Districts on the final billing must be paid in full within 45 days of date of final invoice.
6. The District agrees that the final billing for special education services submitted to the District by the Servicing Agency for actual services rendered during the contract period shall be considered as an amendment to the original contract and by reference made a part thereof.
7. Special education programs or services which extend beyond the regular school year will be provided by the Servicing Agency upon request by the District. Said costs of such extended programs shall be billed to the District by the Servicing Agency and the District agrees to pay the Servicing Agency for any such costs.
8. It is further agreed that in the event the District does not pay the Servicing Agency as herein set forth, the Servicing Agency may cancel this contract and refuse further service. In the event of such cancellation, the Servicing Agency may recover any past due amounts.
9. Upon request, the Servicing Agency shall record and supply to the District information on each child for whom services are contracted.
10. Servicing Agency shall assist the District with the preparation of financial reports and other procedures required by NDE Rule 51 and any other applicable law when requested by the District.
11. The District delegates the development of the Individual Education Program (IEP) and Individual Family Service Plan (IFSP) to the Servicing Agency and the Servicing Agency agrees to perform those duties required to comply with NDE Rule 51, Rule 52 and any other applicable law.
12. The District and the Servicing Agency agree to abide by the mandated procedures for identification, verification, placement, development of the Individual Education Program and Individual Family Service Plan, inspection and review of student records, and other requirements as specified in NDE Rule 51 and any other applicable law, Regulations and Standards for Special Education Programs, Nebraska State Department of Education, the Federal Regulations of the Individual with Disabilities Education Act (IDEA).
13. The District hereby agrees that changes or modifications in the program or children served shall be mutually agreed upon before said change or modifications are implemented.

14. Should the Servicing Agency be unable to render the services contracted because of the Servicing Agency's inability to employ personnel who meet the criteria for employment of the Servicing Agency and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the Servicing Agency to be valid, the Servicing Agency will not assume liability for those services contracted for but not provided. In which instance, schools will be notified no later than September 1, 2020.
15. The District herewith agrees that any act intentionally and unilaterally done which act may cause litigation against the Servicing Agency shall be defended at the sole expense of the District and any damages assessed against the District for the Servicing Agency or either of them shall be borne entirely by the District. This paragraph shall not operate to indemnify or relieve the Servicing Agency of any liability otherwise attaching to it under any applicable state or federal law, nor to any action undertaken by the District in the provision of special education services or related services which is undertaken in consultation with the Servicing Agency or in a good faith effort by the District to comply with lawful obligations of the District.
16. The Servicing Agency shall be responsible to the District for acts and omissions of the Servicing Agency's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the work for, or on behalf of, the Servicing Agency or any of its subcontractors. As part of that responsibility, the Servicing Agency shall enforce the District's alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, and all policies and regulations with regard to criminal background check and sex offender registry notice found on the District's website and require compliance with those policies and zones by the Servicing Agency's employees, subcontractors, and all persons carrying out the contract.
17. The District herewith agrees that in the event the District desires to change the services provided by this contract for a subsequent year whether by change in staffing, change in specific personnel, change in contracted hours of any area of endorsement held by personnel presently assigned to the District, to eliminate any program or service being provided pursuant to this contract, it shall be the duty of the District to notify the administrator in writing of such requested change on or before March 15th next preceding the starting date of the school year to be affected by any changes as are described in this paragraph.
18. The District herewith agrees that in the event that no such written notice is made to the Servicing Agency on or before March 15th, that the Servicing Agency shall be entitled to assume that the District desires the same FTE in all areas of endorsement, certification or other qualification, and in all programs it had through this contract with the Servicing Agency. In the event the District should later notify the Servicing Agency of a diminished request for FTE in any area of endorsement, certification or other qualification, or in any program or service provided by this contract, the Servicing Agency shall use its best effort to find other employment for such affected personnel, provided, however, that in the event such personnel cannot be reassigned and to the extent that such personnel constitute a cost to the Servicing Agency that cannot be passed through by way of contract or otherwise, the District agrees to pay any cost incurred by the Servicing Agency for such personnel.
19. This contract may be renegotiated by mutual agreement.

ACCEPTED FOR EDUCATIONAL SERVICE UNIT 9 AS SERVICING AGENCY

THIS 11th DAY OF March 2020

BY *Emily Burr*
 ESU 9 Representative

ACCEPTED FOR Hastings Public SCHOOL AS DISTRICT THIS 26th DAY OF

March, 2020 BY *Jeff Schneider*
 Jeff Schneider (Mar 26, 2020)
 School Official's Signature

SCHEDULE "A"
DESCRIPTION OF SPECIAL EDUCATION AND RELATED SERVICES

SERVICING AGENCY: Educational Service Unit 9, Hastings, NE

- I. Special Education Direct Instructional Services. These services include all disability categories as per Rule 51/52. The following descriptors apply to Speech Language Pathology Services, Services for the Deaf and Hearing Impaired, Visually Impaired Services, and Below Age Five Center and Home based Services.

Service Descriptors:

1. Assist in the provision of appropriate diagnostic information for verification as per 92 NAC 51/52.
2. Provide information to other school staff regarding the educational/social needs of students related to their disability(s).
3. Serve as a member of the MDT/IEP/IFSP teams.
4. Provide expertise in determining most appropriate service for the child.
5. Provide services to the qualifying students in the least restrictive environment (LRE).
6. Collaborate with team members to provide quality service to the child through planning, team teaching, demonstration teaching, etc.
7. Educate, through workshops and inservices, the community, school staff, students and parents regarding student disabilities and services available.
8. Evaluate unit contracted non-certified staff.
9. Consult with school student assistance teams on request.
10. Monitor and document student progress.
11. Facilitate communication among team members.
12. Monitor student's specialized/augmentative equipment.
13. Implements required special education compliance policies/procedures as per 92 NAC 51/52.

- II. Educational Sign Language Interpreters

Disability Category - Deaf/Hard of Hearing

Service Descriptors:

1. Educational Sign Language Interpreters facilitate communication between the deaf student and hearing individuals in the educational setting using manual sign system.
2. Provide manual sign language instruction to school staff and students.

III. Education Coordinator

Disability Category - All disability categories as per 92 NAC 51/52

Service Descriptors:

1. The role of the Education Coordinator as **Diagnostician** may include the following responsibilities:
 - A. Consultation with personnel concerning pre-referral steps which include referral and parent permission completion as well as providing assistance in determining the next appropriate step to be taken.
 - B. If the decision is made for an educational diagnosis, the education coordinator is responsible for coordinating that formal and informal diagnosis with the resource teacher or other personnel in the district as appropriate.
 - C. Coordinates multidisciplinary team to review diagnostic results and other student performance data to determine verification and/or educational needs.
 - D. Provides consultation for re-verification of students.

2. The role of education coordinator as **program consultant** may include the following responsibilities:
 - A. To provide on-going compliance (both State and Federal regulations) information through regular updates, inservices, individual consultation and monitoring of student files.
 - B. To monitor and consult on individual student programs.
 - C. To provide on-going communication with all school and ESU personnel.
 - D. To provide on the job training in diagnostic, instructional, and communication skills.
 - E. To assist in the communication and case coordination with all who may be involved with the child including outside agencies and professionals.
 - F. To provide assistance with vocational assessment and programming for students with special needs.
 - G. To assist in the development of behavioral interventions and educational strategies for students.
 - H. To provide staff training to address specific educational needs.

IV. Below Age Five Program Supervision

Disability Category - All disability categories as per 92 NAC 51/52

This service includes the program consultation/supervision duties described above under Education Coordinator. The cost of this service is funded through contracts with schools for below age five special education services.

V. School Psychologist

Disability Category - All disability categories as per 92 NAC 51/52

Service Descriptors:

1. Diagnosis
 - A. Select and administer appropriate individual psychological and educational tests to be used in the diagnosis of cognitive disorders, psychological processing

problems, learning problems, behavioral disorders including social and emotional maladjustment, problems of achievement and other problems relative to general child development.

- B. Gather relevant data through observation and/or consultation.
- C. Interpret diagnostic results of informal and formal individual evaluation and from information provided by outside agencies or from the student's cumulative school data.
- D. Report findings that would be relevant to understanding the student's level of functioning, basis for disability, pertinent strengths and weaknesses and prognosis for progress and development.
- E. Provides consultation for re-verification of students.

2. Multidisciplinary Team Participation

The psychologist's responsibility on the team is for presentation and interpretation of diagnostic data relative to verification of handicapping conditions, making recommendation regarding appropriate program placement, and conferring on general or special objectives to be included in the student's educational plan.

3. Consultation

- A. Consultation with parents for gathering home and environmental data and for interpreting to parents the implications of diagnosis, verification and placement.
- B. Consultation with classroom teachers, resource teachers or other school personnel for information gathering and for making recommendations relative to special education programming.
- C. Conferring with agencies or individuals outside the schools such as the courts, medical personnel, mental health or other social service agencies, for the purpose of receiving or relating pertinent student information.

4. Referral

Provide information regarding local, state, or regional sources for diagnosis, therapy, or placement or for other services which cannot be provided by the local school or by the Educational Service Unit.

5. Inservice

Provide information to teachers, parents or community groups relative to individual student needs.

VI. Compliance Services

A part of the Unit funded supplemental service to schools is the compliance service. The Unit will make recommendations to district administrators and other appropriate personnel (either verbal or in writing) in order to assure that laws and regulations governing special education are being properly interpreted and enforced.

One major function of this service is to assist schools faced with mediation and/or a due process hearing. Since the special education laws affords parents the right of due process, compliance services are necessary to help avoid or reduce costly appeals.

VII. Financial Services

Another Unit funded supplemental service provided schools by Unit 9 is the service of a full time accountant. The Director of Financial Services is responsible for preparing the special education cost estimates for each school contracting for services on an annual basis. The Director of Financial Services may also prepare the special education budget and final financial report for the

school. These items are annually submitted to the State for approval. These services are provided for special education programs for children below age five as well as for school age programs.

VIII. Director of Special Services

Unit 9 as a part of its supplementary service provides a qualified Director of Special Services who is responsible for all special education services provided to schools. The Director's duties include recruiting, interviewing and recommending to the Unit Administrator those candidates the Unit would like to employ to serve schools through their contractual agreements. Personnel problems, appeals by parents, staffing patterns and assignments also are duties assigned to the Director. The Director is assisted by education coordinators, supervisors, and other directors. The Director is in charge of below age five services and is responsible for identifying future needs of schools and preparing plans to meet these needs.

c: June File

ESU 9 SERVICE AGENCY CODE:				950009
2020-21 SPECIAL EDUCATION SCHEDULE B FOR:		HASTINGS	010018	
ESTIMATED COSTS FOR BUDGET PURPOSES ONLY				
SCHOOL AGE SERVICES				
Service Description	Service	Estimated	Estimated	Budget
	Code	Hourly Rate	Hours	Cost
Deaf Educator	4024	108.71	355.25	\$38,619.23
Inservice	7003	102.00	44.19	\$4,507.38
School Age Budget Total				\$43,126.61

ESU 9 SERVICE AGENCY CODE:				950009
2020-21 SPECIAL EDUCATION SCHEDULE B FOR:		HASTINGS	010018	
ESTIMATED COSTS FOR BUDGET PURPOSES ONLY				
BELOW AGE 5 SERVICES				
Service Description	Service	Estimated	Estimated	Budget
	Code	Hourly Rate	Hours	Cost
Deaf Educator	4024	108.71	36.75	\$3,995.09
Below Age 5 Budget Total				\$3,995.09

PARENTAL INVOLVEMENT IN THE SCHOOLS

It is the policy of the Hastings Public Schools, District No. 18, to encourage parental involvement and participation in the School District and to provide parents with access to all textbooks, tests, curriculum materials, and any other instructional materials used by the school.

It shall further be the policy of the District that educational decisions of the professional staff, administration, and Board of Education take into consideration when, and to the extent they deem appropriate, information from parents as to any concerns, objections, or other information such parents would wish to provide to the School District concerning parents' access, involvement, and participation in all activities of the school as it relates to the students of the District.

This policy and any corresponding policy and/or rule shall be reviewed annually by the Board of Education.

Cross Reference:	507.01	Student Records Access
	611.01	Student Progress Reports
	1002	District Annual Report
	1005.01	Public Complaints

Approved 12-16-02 Reviewed 8-18-03, 8-16-04, 8-15-05, 8-21-06, 8-20-07,
8-18-08, 8-17-09, 07-19-10, 7-14-11, 7-12-12 Revised _____

HASTINGS PUBLIC SCHOOLS

PARENT AND FAMILY ENGAGEMENT

The Parent and Family Engagement Policy has been adopted to encourage parental and family involvement with the school. This policy reflects the input of parents. It is to be updated annually and distributed to parents and family members in an understandable and uniform format. Given this policy, the following policies, rules, and regulations shall apply:

1. In the event any parent has a complaint or objection to any instructional materials, the procedures of Policy 606.03 shall be followed. Parents shall be provided, upon request, a listing of textbooks, standardized tests, and copyrighted curriculum materials that will be used with reference to their child during the current or upcoming year. Teachers shall also, upon request, discuss curriculum and the use of presentations by non-district personnel planned for the student with the parents.
2. It shall be the practice of the District, upon reasonable advance request by parents to attend and monitor courses, assemblies, counseling sessions, and other instructional activities, to permit such parents to be in attendance at such activities, unless such attendance would substantially interfere with a legitimate school interest. (See Board of Education Policy 1005.07 and 1005.08). Notice of field trips shall be provided according to the provisions of Administrative Rule 607.05.
3. It shall be the practice of the District to encourage communications from parents concerning when they believe it to be appropriate for their child to be excused from testing, classroom instruction, and other school experiences that the parents may find objectionable. Provisions for such may be found under Policy 504.01.
4. At the beginning of each school year, if the District receives Title I funding, the District shall notify parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request, and in a timely manner, information regarding the professional qualifications of the student's classroom teachers, including at a minimum, the following:
 - (A) Whether the student's teacher –
 - (1) has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
 - (2) is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
 - (3) is teaching in the field of discipline of the certification of the teacher.

(B) Whether the child is provided services by paraprofessionals and, if so, their qualifications.

5. At the beginning of each school year, if the District receives Title I funding, the District shall notify parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request, and in a timely manner, information regarding any State or District-wide assessments, including the District's policy and procedure on the parental right to opt the child out of such assessment(s). The District shall also make widely available through public means (including by posting in a clear and easily accessible manner on the District's website) information on each State or District-wide assessment, including: the subject to be assessed; the purpose for which the assessment is designed and used; the source of the requirement for the assessment; the amount of time students will spend taking the assessment; the schedule for the assessment; and the time and format for disseminating results.
6. Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial, or ethnic minority background or are migratory children. The District will also inform parents of opportunities to participate in various school programs as set forth in the ESSA, in a language the parents can understand.
7. It shall be the practice of the District to provide full access to the records of students to parents, all as set forth in P.L. 79-2, 104, the Federal Education Right to Privacy Act, other applicable law, and the provisions of Board of Education Policy 507.01, during regular business hours of the school.
8. It shall be the practice of the District to notify the parents of any student who may be subjected to a standard norm-referenced and to notify the parents, when reasonable to do so, where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments, and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student shall be prohibited unless the parents consent in writing that such tests be administered to their child.

9. Prior to any school-sponsored survey being administered to the students of the District, it shall be the duty of the Superintendent or his/her designee to notify the parents of each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which the results of the survey will be used from the school's perspective. Parents may excuse their child from participation in the survey by using the provisions of Policy 504.01.
10. Parents of children attending schools receiving Title I funding are to be involved in the planning, review, evaluation and improvement of the Title I Program, the Parent and Family Engagement Policy, and the School-Parent Compact at an annual parent meeting.
11. The District will coordinate and integrate parental involvement programs and activities with other federal, state and local programs that encourage and support parents in more fully participating in the education of their children.

Legal Reference: ESSA

Approved 12-16-02 Reviewed 8-18-03, 8-16-04, 8-15-05, 8-21-06, 8-20-07, 8-18-08, 8-17-09, 07-19-10, 06-20-11, 7-17-17, 11-20-17, 12-18-17 Revised 07-19-10, 07-18-11, 7/17/17, 12-18-17

HASTINGS PUBLIC SCHOOLS

PERSONNEL

Certificated Staff Appointments – Zubaoyi Yi

The administration recommends acceptance of the following Certificated appointment(s):

Zubaoyi Yi from Library Paraeducator at Senior High to a Science Teacher at Senior High to replace Augusta Beahm who resigned. Ms. Yi will be placed at MA-1 according to the certificated salary schedule. Information about Ms. Yi is attached.

Extra-Standard Appointment – Lexi Wichelt

The administration recommends acceptance of the following extra-standard appointment:

Lexi Wichelt to Student Council sponsor at Middle School to replace Michaela Goracke who resigned. Ms. Wichelt will be paid the Student Council stipend of \$1,737.50 at Category I, Level 1 according to the 2020-21 extra standard salary schedule.

Classified Staff Releases/Resignations/Retirements – Martha Dewitt, Diane Keenan, Laura Morris, Hayley Schake, Cynthia Schutte

The administration recommends acceptance of the following classified retirement(s)/resignation(s):

Martha Dewitt resigned from Special Education Paraeducator position at Alcott effective immediately.

Diane Keenan resigned from Special Education Skills 3 Paraeducator position at Middle School effective immediately.

Laura Morris resigned from Special Education Paraeducator position at Senior High effective immediately.

Hayley Schake resigned from Special Education Paraeducator position at Middle School effective immediately.

Cynthia Schutte resigned from Special Education Skills 3 Paraeducator position at Senior High effective immediately.

Classified Staff Transfer(s) – Teri Siebrass, Zubaoyi Yi

The administration recommends acceptance of the following Classified transfer(s):

Teri Siebrass from Special Education/BD Paraeducator at Watson to CNA/MedAide position to -location TBD. Ms. Siebrass' wage will be adjusted for the new position and proper certification, according to the 2020-21 classified salary schedule.

Zubaoyi Yi from Library Paraeducator at Senior High to Science Teacher at Senior High to replace Augusta Beahm who resigned. Ms. Yi will be placed at BA-1 according to the certificated salary schedule.

Classified Staff Appointment(s) – Kara Cermak, Jasmine Kennedy, Rachel Lemirand, Ruth Lemke, Kelly Peterson, Stephanie Pohl, Lisa Small, Cassie Todd

The administration recommends the following classified staff appointment(s):

Kara Cermak to Special Education Paraeducator position at Alcott to replace Martha Dewitt who resigned. Ms. Cermak will be paid the starting wage for Paraeducator according to the 2020-21 classified salary schedule, with adjustment for education and experience. Information about Ms. Cermak is attached.

Jasmine Kennedy to Evening Custodian position at Watson/Middle School to replace Michael Goerig who was released. Ms. Kennedy will be paid the starting wage for Custodian according to the 2020-21 classified salary schedule, with adjustment for education and experience. Information about Ms. Kennedy is attached.

Rachel Lemirand to Special Education Skills 3 Paraeducator position at Senior High to replace Danielle Turner who resigned. Ms. Lemirand will be paid the starting wage for Skills/BD Paraeducator according to the 2020-21 classified salary schedule, with adjustment for education and experience. Information about Ms. Lemirand is attached.

Ruth Lemke to Paraeducator/BD position at Senior High to replace Susan Gregory who is on long-term medical leave. Ms. Lemke will be paid the starting wage for Skills/BD Paraeducator according to the 2020-21 classified salary schedule, with adjustment for education and experience and transportation duties. Information about Ms. Lemke is attached.

Kelly Peterson to Paraeducator position at Watson to replace Katie Millar who resigned. Ms. Peterson will be paid the starting wage for Paraeducator according to the 2020-21 classified salary schedule, with adjustment for education and experience. Information about Ms. Peterson is attached.

Stephanie Pohl to Preschool Paraeducator position at Hawthorne to replace Valisity Richardson who resigned. Ms. Pohl will be paid the starting wage for Paraeducator according to the 2020-21 classified salary schedule, with adjustment for education and experience. Information about Ms. Pohl is attached.

Lisa Small to Special Education Paraeducator position at Middle School to replace Bethany Lacy who resigned. Ms. Small will be paid the starting wage for Paraeducator according to the 2020-21 classified salary schedule, with adjustment for education and experience. Information about Ms. Small is attached.

Cassie Todd to Paraeducator/BD position at Watson to replace Teri Siebrass who transferred to another position. Ms. Todd will be paid the starting wage for Skills/BD Paraeducator according to the 2020-21 classified salary schedule, with adjustment for education and experience. Information about Ms. Todd is attached.

