

## **Agenda**

- I. CALL MEETING TO ORDER
- II. APPROVAL OF AGENDA AND CHANGES TO AGENDA
- III. APPROVAL OF MINUTES
- IV. APPROVAL OF FINANCIAL REPORT
- V. PUBLIC COMMENT
- VI. INFORMATION AND PROPOSALS
  1. ACTIVITY DIRECTOR'S REPORT
  2. PRINCIPALS' REPORT
  3. STUDENT BOARD MEMBER'S REPORT
  4. SUPERINTENDENT'S REPORT
- VII. ACTION ITEMS
  1. Consider, discuss and take necessary action with regard to approve the Pom Pom's and PTO lease agreement.
  2. Consider, discuss and take necessary action with to approve the use of local substitutes.
  3. Consider, discuss and take necessary action with regard to lunch prices for the 2018-2019 school year.
  4. Consider, discuss and take necessary action with regard to phone system upgrade.
  5. Consider, discuss and take necessary action with regard to selling school surplus on the labor day auction.
  6. Consider, discuss and take necessary action with regard to regular board meeting.
  7. Consider, discuss, and take necessary action with regard to final reading of the entire Board Policy series 4000.
  8. Consider, discuss, and take necessary acton with regard to suspending the three-sequence process and twenty-seven day waiting period and to adopt Board Policies series 5000.
  9. Consider, discuss and take necessary action with regard to Handbooks.
  10. Consider, discuss and take necessary action with regard to lights at the bus barn.
  11. Consider, discuss and take necessary action with regard to appointing Chadra Thayer to the CCS Foundation.
- VIII. DISCUSSION ITEMS
- IX. ADJOURN

**I. CALL MEETING TO ORDER**

Pres. Olsen called the meeting to order at 6:15 pm lead assembly in the pledge of allegiance and directed attention to the Open Meetings Act Posting.

**II. APPROVAL OF AGENDA AND CHANGES TO AGENDA**

Motion to approve the agenda as presented Passed with a motion by Karl Meeske and a second by Willy O'Neil. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Penny Strand: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**III. APPROVAL OF MINUTES**

Motion to approve the minutes as presented Passed with a motion by Sheila Stromberger and a second by Steve Wallin. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Penny Strand: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**IV. APPROVAL OF FINANCIAL REPORT**

Motion to approve the financial report as presented \$626,142.62 Passed with a motion by Karl Meeske and a second by Sheila Stromberger. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Penny Strand: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**V. PUBLIC COMMENT** No public comment

**VI. INFORMATION AND PROPOSALS**

**VI.1. Activity Director's Report**

AD Hauxwell noted 9 coaches will be attending the NSAA coaching clinic in Lincoln July 24-26. The Longhorn and Shorthorn gym floors annual maintenance including minor bleacher repair has been completed. Athletic equipment storage was discussed, summer sports camps and activities were summarized and fall practice start date is Monday August 6th.

**VI.2. Principals' Report**

Prin. Odens noted summer school starting Monday with 12 committed students. We will be advertising for open para positions and she and Mr. Lechtenberg will be traveling to Trenton for a meeting and attending Administrator days. Prin. Lechtenberg introduced himself, and has been meeting with staff as well as been discussing some calendar items.

**VI.3. Superintendent's Report Discussions** Supt. Klooz thanked the Board, staff & community for his welcome. Supt. gave a brief update on final gym addition items to be addressed, open enrollment dates for Board member insurance and the need to raise prices for premium lunches by \$.05 in order for LSI to be in a range of state compliance. Lastly Supt. Klooz noted the annual census data has been received.

**VI.4. Board Committee Reports Policy/Handbook Committee Technology Committee Building/Ground Committee**

Member Stromberger spoke for the policy/handbook committee noting progress is being made. Member O'Neil noted committee has discussed the concrete in the front of the building, and the walking track flooring, where Supt. Klooz added some clarification he had received from vendors on most appropriate uses as well as on some parking lot dirt work to be done. In addition, committee has discussed doors & security. Tech committee will be covered later in action items.

**VII. ACTION ITEMS**

**VII.1. Consider, discuss and take action with regard to Policy BBC to excuse absent board member.**

Motion to excuse Josh Fries three absences. Passed with a motion by Sheila Stromberger and a second by Karl Meeske. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Penny Strand: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**VII.2. Consider, discuss and take necessary action with regard to approve all resignations and appointments.**

Motion to approve Melanie Lewis resignation as SPED Para Passed with a motion by Karl Meeske and a second by Willy O'Neil. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Penny Strand: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**VII.3. Consider, discuss, and take necessary action with regard to first reading of the entire Board Policy series 4000 as presented.**

Motion to approve first reading of the entire Board Policy series 4000 as presented. Passed with a motion by Karl Meeske and a second by Josh Fries. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Penny Strand: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**VII.4. Consider, discuss and take necessary action with regard to appointing Randall Klooz as the district non-compliance officer, non-discrimination officer and Title IX coordinator for 2018-19.**

Motion to approve Randall Klooz as the district non-compliance officer, non-discrimination officer and Title IX coordinator for 2018-19 Passed with a motion by Willy O'Neil and a second by Sheila Stromberger. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Penny Strand: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**VII.5. Consider, discuss and take necessary action with regard to purchasing computers for grades 9-11.** Motion to approve purchasing computers for grades 9-11 as presented in the amount of \$66,916.80 Passed with a motion by Sheila Stromberger and a second by Willy O'Neil. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Penny Strand: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**VII.6. Consider, discuss and take necessary action with regard to purchasing computers for middle/high school certified staff.** Motion to approve purchasing computers for middle/high school certified staff as presented in the amount of \$39,600 Passed with a motion by Willy O'Neil and a second by Carrie Terryberry. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Penny Strand: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**VII.7. Consider, discuss and take necessary action with regard to appointing Randall Klooz as District Representative for local, state and federal programs for the 2018-19 school year.**

Motion to appoint Randall Klooz as District Representative for local, state and federal programs for the 2018-19 school year. Passed with a motion by Karl Meeske and a second by Dan Reeves. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Penny Strand: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**VII.8. Consider, discuss and take necessary action with regard to Randall Klooz as signatory at FBT, Adams Bank and Pinnacle Bank.**

Motion to approve Randall Klooz as signatory at Waypoint, Adams Bank and Pinnacle Bank Passed with a motion by Willy O'Neil and a second by Josh Fries. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Penny Strand: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**VII.9. Consider, discuss and take necessary action with regard to sidewalk area in front of school.**

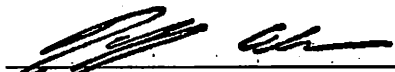
Motion to approve total bid of \$22,200 to repair and replace concrete area in front of school Passed with a motion by Sheila Stromberger and a second by Josh Fries. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Penny Strand: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

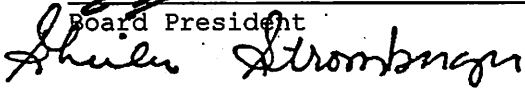
**VIII. DISCUSSION ITEMS**

**VIII.1. Discuss Chase County Schools handbook's for the 2018-2019 school year.** Discussion: Supt. Klooz discussed that he is working with policy/handbook committee and principals to have a completed student/parent handbook for board approval in August.

**IX. ADJOURN**

Meeting adjourned at 7:16 pm.

  
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Board President

  
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Board Secretary.

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**Board of Education Retreat** Wednesday, August 8, 2018 5:00 PM Conference Room  
520 East 9th Street Imperial, NE 69033 Attendance Taken at 5:00 PM. Josh Fries: Present Karl Meeske: Present Jeff Olsen: Present Willy O'Neil: Present Dan Reeves: Absent Penny Strand: Present Sheila Stromberger: Present Carrie Terryberry: Absent Steve Wallin: Attendance Update Taken at 5:08 PM. Dan Reeves: Present Attendance Update Taken at 5:12 PM. Carrie Terryberry: Present

**I. CALL MEETING TO ORDER** Pres. Olsen called the meeting to order at 5:04 pm. Olsen led assembly in Pledge of Allegiance and noted posting of Open Meetings Act.

**II. APPROVAL OF AGENDA AND CHANGES TO AGENDA**

Motion to approve the agenda as presented Passed with a motion by Karl Meeske and a second by Josh Fries. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Dan Reeves: Yea, Penny Strand: Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**III. DISCUSSION ITEMS**

**III.1. Discuss superintendent performance objectives.** Mike Cunning and Jeff West with McPherson Jacobson Supt. search firm were present for phase 5 of the Supt. search process. The Board & firm discussed performance goals for Mr. Klooz. Supt. Klooz briefly updated the Board on what administration and staff have been doing to prepare for start of school year.

**IV. ADJOURN** Pres. Olsen adjourned meeting at 6:22 pm

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Board President

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Board Secretary

**SPECIAL HEARINGS** Tuesday, July 10, 2018 6:00 PM Board Room 520 East 9th Street  
Imperial, NE 69033

Attendance Taken at 5:58 PM. Josh Fries: Present Karl Meeske: Present Jeff Olsen: Present  
Willy O'Neil: Present Dan Reeves: Absent Penny Strand: Present Sheila Stromberger: Present  
Carrie Terryberry: Present Steve Wallin: Present Attendance Update Taken at 6:03 PM. Dan  
Reeves: Present

## **I. SPECIAL HEARING: PARENT INVOLVEMENT HEARING**

### **I.1. CALL HEARING TO ORDER**

Pres. Olsen called the hearing to order at 6 pm.

### **I.2. THE PURPOSE OF THE HEARING IS TO REVIEW, DISCUSS, CONSIDER, RECEIVE INPUT, AND HEAR SUPPORT OR OPPOSITION REGARDING THE DISTRICT'S PARENT INVOLVEMENT POLICY.**

No public comment.

### **I.3. ADJOURN SPECIAL HEARING**

Pres. Olsen closed hearing at 6:04 pm.

## **II. SPECIAL HEARING: CHILDREN'S INTERNET PROTECTION POLICY**

### **II.1. CALL HEARING TO ORDER**

Pres. Olsen called hearing to order at 6:05 pm.

### **II.2. THE PURPOSE OF THE HEARING IS TO REVIEW, DISCUSS, CONSIDER, RECEIVE INPUT, AND HEAR SUPPORT OR OPPOSITION REGARDING THE DISTRICT'S CHILDREN'S INTERNET PROTECTION ACT (CIPA) POLICY.** No public comment.

### **II.3. ADJOURN SPECIAL HEARING**

Pres. Olsen closed hearing at 6:06 pm.

## **III. SPECIAL HEARING: STUDENT FEES POLICY AND REPORT**

### **III.1. CALL HEARING TO ORDER**

Pres. Olsen called the hearing to order at 6:07 pm.

### **III.2. REVIEW THE AMOUNT OF MONEY COLLECTED FROM STUDENTS PURSUANT TO THE STUDENT FEE POLICY REQUIREMENTS FOR THE SCHOOL YEAR.**

No public comment.

### **III.3. REVIEW, DISCUSS, CONSIDER, AND RECEIVE INPUT ON THE DISTRICT'S STUDENT FEE POLICY AND DISTRICT WAIVER FORMS FOR THE SCHOOL YEAR. THE PUBLIC WILL BE GIVEN THE OPPORTUNITY TO PRESENT INFORMATION AND OPINIONS ON THE DISTRICT STUDENT FEE POLICY.**

No public comment.

### **III.4. ADJOURN SPECIAL HEARING**

Pres. Olsen closed hearing at 6:12 pm

#### **IV. SPECIAL HEARING: SCHOOL WELLNESS POLICY REVIEW**

##### **IV.1. CALL HEARING TO ORDER**

Pres. Olsen opened hearing at 6:13 pm

**IV.2. PURPOSE OF THE HEARING, REQUIRED UNDER THE CHILD NUTRITION AND WIC REAUTHORIZATION ACT OF 2004, IS TO PROVIDE PARENTS, STUDENTS, AND MEMBERS OF THE PUBLIC AN OPPORTUNITY TO SPEAK AND PROVIDE INPUT WITH REGARD TO THE DEVELOPMENT SCHOOL WELLNESS POLICY FOR THE SCHOOL YEAR.**

No public comment.

##### **IV.3. ADJOURN SPECIAL HEARING**

Pres. Olsen closed hearing at 6:14 pm.

#### **V. SPECIAL HEARING: DISTRICT ANTI-BULLYING POLICY REVIEW**

##### **V.1. CALL HEARING TO ORDER**

Pres. Olsen called hearing to order at 6:14 pm.

**V.2. THE PURPOSE OF THE HEARING IS TO REVIEW, DISCUSS, CONSIDER, RECEIVE INPUT, AND HEAR SUPPORT OR OPPOSITION REGARDING THE DISTRICT'S ANTI BULLYING POLICY.**

No public comment.

##### **V.3. ADJOURN SPECIAL HEARING**

Pres. Olsen closed hearing at 6:15 pm.

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Board President

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Board Secretary

**Board of Education Special Meeting** Monday, July 16, 2018 6:00 PM Board Room 520 East  
9th Street Imperial, NE 69033 Attendance Taken at 6:00 PM. Josh Fries: Present Karl Meeske:  
Present Jeff Olsen: Present Willy O'Neil: Present Dan Reeves: Absent Penny Strand: Absent  
Sheila Stromberger: Present Carrie Terryberry: Present Steve Wallin: Present

**I. CALL MEETING TO ORDER**

**II. APPROVAL OF AGENDA AND CHANGES TO AGENDA**

Motion to approve the agenda as presented Passed with a motion by Karl Meeske and a  
second by Josh Fries. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil:  
Yea, Sheila Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**III. ACTION ITEMS**

**III.1. Consider, discuss and take necessary action with regard to change order for  
replacing concrete in front of school.**

Motion to accept change order up to \$5,000 to replace additional areas of concrete from  
the original bid of \$27,200 Passed with a motion by Steve Wallin and a second by Willy  
O'Neil. Josh Fries: Yea, Karl Meeske: Yea, Jeff Olsen: Yea, Willy O'Neil: Yea, Sheila  
Stromberger: Yea, Carrie Terryberry: Yea, Steve Wallin: Yea

**IV. ADJOURN**

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Board President

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Board Secretary

# Chase County Schools

## Account Balance Report

Cycle: FY 17-18; Begin Date: 09/01/2017; End Date: 08/31/2018; Primary Sort Element: Fund; Secondary Sort Element: Function; Account List: ((Fund In ('01','10'))) AND ((Function Between '1000' AND '9999') AND ((Object Between '000' AND '755'));

Created On: 8/10/2018 3:40:18 PM

Primary Sort Element	Secondary Sort Element							
01	Function:1100 - REGULAR INSTRUCTIONAL PROGRAMS							
Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-1100-110-000	Salaries-teachers	\$0.00	\$0.00	(\$2,324.88)	(\$2,324.88)	\$0.00	(\$2,324.88)	\$2,324.88
01-1100-110-100	Salaries - Elementary	\$785,550.00	\$785,550.00	\$793,006.81	\$793,006.81	\$0.00	\$793,006.81	(\$7,456.81)
01-1100-110-200	Salaries - High School	\$961,400.00	\$961,400.00	\$970,746.68	\$970,746.68	\$0.00	\$970,746.68	(\$9,346.68)
01-1100-110-300	Salaries - Middle School	\$575,430.00	\$575,430.00	\$582,962.75	\$582,962.75	\$0.00	\$582,962.75	(\$7,532.75)
01-1100-111-000	Salaries-ESU Stipends	\$7,200.00	\$7,200.00	\$5,438.13	\$5,438.13	\$0.00	\$5,438.13	\$1,761.87
01-1100-112-000	Schedule B	\$0.00	\$0.00	\$2,100.00	\$2,100.00	\$0.00	\$2,100.00	(\$2,100.00)
01-1100-112-100	Schedule B - Elementary	\$1,150.00	\$1,150.00	\$1,795.44	\$1,795.44	\$0.00	\$1,795.44	(\$645.44)
01-1100-112-200	Schedule B - High School	\$107,160.00	\$107,160.00	\$110,027.34	\$110,027.34	\$0.00	\$110,027.34	(\$2,867.34)
01-1100-112-300	Schedule B MS	\$26,235.00	\$26,235.00	\$27,151.26	\$27,151.26	\$0.00	\$27,151.26	(\$916.26)
01-1100-120-000	Sal-sub	\$0.00	\$0.00	\$16.00	\$16.00	\$0.00	\$16.00	(\$16.00)
01-1100-120-100	Salaries - Subs - Elementary	\$26,000.00	\$26,000.00	\$23,196.89	\$23,196.89	\$0.00	\$23,196.89	\$2,803.11
01-1100-120-200	Salaries - Subs - High School	\$27,000.00	\$27,000.00	\$37,065.48	\$37,065.48	\$0.00	\$37,065.48	(\$10,065.48)
01-1100-120-300	Salaries - Subs - Middle School	\$9,600.00	\$9,600.00	\$12,765.80	\$12,765.80	\$0.00	\$12,765.80	(\$3,165.80)
01-1100-130-000	Sal - Staff Development	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
01-1100-150-000	Benefit payout Unused Personal	\$20,000.00	\$20,000.00	\$15,185.12	\$15,185.12	\$0.00	\$15,185.12	\$4,814.88
01-1100-210-000	Social Security	\$2,085.00	\$2,085.00	\$1,676.69	\$1,676.69	\$0.00	\$1,676.69	\$408.31
01-1100-210-100	Social Security - Elementary	\$62,170.00	\$62,170.00	\$59,581.79	\$59,581.79	\$0.00	\$59,581.79	\$2,588.21
01-1100-210-200	Social Security - High School	\$83,810.00	\$83,810.00	\$82,670.74	\$82,670.74	\$0.00	\$82,670.74	\$1,139.26
01-1100-210-300	Social Security - Middle School	\$46,765.00	\$46,765.00	\$46,057.53	\$46,057.53	\$0.00	\$46,057.53	\$707.47
01-1100-220-000	Retirement	\$0.00	\$0.00	\$659.39	\$659.39	\$0.00	\$659.39	(\$659.39)
01-1100-220-100	Retirement - Elementary	\$77,730.00	\$77,730.00	\$78,432.87	\$78,432.87	\$0.00	\$78,432.87	(\$702.87)
01-1100-220-200	Retirement - High School	\$103,150.00	\$103,150.00	\$105,278.41	\$105,278.41	\$0.00	\$105,278.41	(\$2,128.41)
01-1100-220-300	Retirement - Middle School	\$58,666.00	\$58,666.00	\$59,733.94	\$59,733.94	\$0.00	\$59,733.94	(\$1,067.94)
01-1100-230-000	Health Ins	\$0.00	\$0.00	\$585.80	\$585.80	\$0.00	\$585.80	(\$585.80)
01-1100-230-100	Health Ins - Elementary	\$232,547.00	\$232,547.00	\$210,763.75	\$210,763.75	\$0.00	\$210,763.75	\$21,783.25
01-1100-230-200	Health Ins - High School	\$250,500.00	\$250,500.00	\$231,537.30	\$231,537.30	\$0.00	\$231,537.30	\$18,962.70
01-1100-230-300	Health Ins - Middle School	\$132,910.00	\$132,910.00	\$130,729.01	\$130,729.01	\$0.00	\$130,729.01	\$2,180.99
01-1100-231-000	Health Ins - Deductible	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	(\$2,500.00)
01-1100-231-100	Health Ins Deductible - Elementary	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00
01-1100-231-200	Health Ins Deductible - High School	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,000.00
01-1100-231-300	Health Ins Deductible - Middle School	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
01-1100-284-000	Early Retirement	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	\$2,000.00
01-1100-290-000	Other Emp Benefits	\$0.00	\$0.00	(\$367.06)	(\$367.06)	\$0.00	(\$367.06)	\$367.06
01-1100-290-100	Other Employee Benefits - Elementary	\$2,000.00	\$2,000.00	\$2,800.44	\$2,800.44	\$0.00	\$2,800.44	(\$800.44)
01-1100-290-200	Other Employee Benefits - High School	\$2,715.00	\$2,715.00	\$2,682.09	\$2,682.09	\$0.00	\$2,682.09	\$32.91
01-1100-290-300	Other Employee Benefits - Middle School	\$1,530.00	\$1,530.00	\$1,512.72	\$1,512.72	\$0.00	\$1,512.72	\$17.28
01-1100-319-000	Services	\$7,000.00	\$7,000.00	\$4,255.75	\$4,255.75	\$100.00	\$4,355.75	\$2,644.25
01-1100-319-200	Services - High School	\$0.00	\$0.00	\$1,638.54	\$1,638.54	\$0.00	\$1,638.54	(\$1,638.54)
01-1100-319-300	Services - Middle School	\$0.00	\$0.00	\$1,715.25	\$1,715.25	\$0.00	\$1,715.25	(\$1,715.25)
01-1100-410-000	Supplies	\$5,000.00	\$5,000.00	\$14,007.92	\$14,007.92	\$601.13	\$14,609.05	(\$9,609.05)
01-1100-410-100	Supplies - Elementary	\$25,000.00	\$25,000.00	\$24,599.11	\$24,599.11	\$4,515.77	\$29,114.88	(\$4,114.88)
01-1100-410-200	Supplies - High School	\$25,000.00	\$25,000.00	\$33,796.12	\$33,796.12	\$2,673.57	\$36,469.69	(\$11,469.69)
01-1100-410-300	Supplies - Middle School	\$10,000.00	\$10,000.00	\$8,223.45	\$8,223.45	\$945.58	\$9,169.03	\$830.97
01-1100-411-100	Field Trips - Elementary	\$500.00	\$500.00	\$60.00	\$60.00	\$0.00	\$60.00	\$440.00
01-1100-411-200	Field Trips-High School	\$750.00	\$750.00	\$528.00	\$528.00	\$0.00	\$528.00	\$222.00
01-1100-411-300	Field Trips - Middle School	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-1100-420-100	Textbooks - Elementary	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
01-1100-420-200	Textbooks - High School	\$1,500.00	\$1,500.00	\$762.61	\$762.61	\$48.00	\$810.61	\$689.39
01-1100-420-300	Textbooks - Middle School	\$5,000.00	\$5,000.00	\$2,289.25	\$2,289.25	\$680.28	\$2,969.53	\$2,030.47
01-1100-425-100	E-Books - Elementary	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-1100-425-200	E-Books - High School	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00
01-1100-425-300	MS-E-Books	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00
01-1100-440-000	Periodicals - ACupp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
01-1100-440-100	Periodicals - Elementary	\$500.00	\$500.00	\$562.93	\$562.93	\$0.00	\$562.93	(\$62.93)
01-1100-440-200	Periodicals - High School	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-1100-440-300	Periodicals - Middle School	\$500.00	\$500.00	\$1,295.77	\$1,295.77	\$0.00	\$1,295.77	(\$795.77)
01-1100-450-100	Audio Visual	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-1100-450-200	Audio Visual - High School	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-1100-450-300	Audio Visual - Middle School	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-1100-460-000	Hardware	\$0.00	\$0.00	\$88,170.53	\$88,170.53	\$10,034.00	\$98,204.53	(\$98,204.53)
01-1100-460-100	Hardware - Elementary (< \$5k)	\$19,000.00	\$19,000.00	\$805.22	\$805.22	\$0.00	\$805.22	\$18,194.78
01-1100-460-200	Hardware - High School (< \$5k)	\$19,000.00	\$19,000.00	\$12,343.74	\$12,343.74	\$51.99	\$12,395.73	\$6,604.27
01-1100-460-300	Hardware - Middle School (< \$5k)	\$19,000.00	\$19,000.00	\$6,021.33	\$6,021.33	\$0.00	\$6,021.33	\$12,978.67
01-1100-465-000	Computer Software	\$1,500.00	\$1,500.00	\$6,499.00	\$6,499.00	\$0.00	\$6,499.00	(\$4,999.00)
01-1100-465-100	Computer Software Elementary	\$2,000.00	\$2,000.00	\$2,797.29	\$2,797.29	\$0.00	\$2,797.29	(\$797.29)
01-1100-465-200	Computer Software High School	\$2,000.00	\$2,000.00	\$1,474.99	\$1,474.99	\$0.00	\$1,474.99	\$525.01
01-1100-465-300	Computer Software Middle School	\$2,000.00	\$2,000.00	\$249.00	\$249.00	\$0.00	\$249.00	\$1,751.00
01-1100-467-000	Web/Cloud Based Software	\$500.00	\$500.00	\$2,475.00	\$2,475.00	\$0.00	\$2,475.00	(\$1,975.00)
01-1100-467-100	Web/Cloud Software - Elementary	\$500.00	\$500.00	\$19.95	\$19.95	\$0.00	\$19.95	\$480.05
01-1100-467-200	Web/Cloud Software - High School	\$13,000.00	\$13,000.00	\$49.90	\$49.90	\$0.00	\$49.90	\$12,950.10
01-1100-467-300	Web/Cloud Software - Middle School	\$1,500.00	\$1,500.00	\$199.00	\$199.00	\$0.00	\$199.00	\$1,301.00
01-1100-490-000	Other Supplies & Materials (Testing)	\$0.00	\$0.00	(\$2,702.50)	(\$2,702.50)	\$0.00	(\$2,702.50)	\$2,702.50
01-1100-490-100	Other Supplies (Testing) - Elementary	\$3,000.00	\$3,000.00	\$2,951.00	\$2,951.00	\$0.00	\$2,951.00	\$49.00
01-1100-490-200	Other Supplies (Testing) - High School	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00
01-1100-490-300	Other Supplies (Testing) - Middle School	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00
01-1100-530-000	Furniture/Equipment > \$5k ea	\$0.00	\$0.00	\$8,065.77	\$8,065.77	\$211.00	\$8,276.77	(\$8,276.77)
01-1100-530-100	Furniture/Equipment - Elem > \$5k ea	\$3,500.00	\$3,500.00	\$489.96	\$489.96	\$0.00	\$489.96	\$3,010.04
01-1100-530-200	Furniture/Equipment > \$5k ea - HS	\$3,500.00	\$3,500.00	\$5,139.67	\$5,139.67	\$508.45	\$5,648.12	(\$2,148.12)
01-1100-530-300	Furniture/Equipment > \$5k ea - MS	\$3,500.00	\$3,500.00	\$3,080.41	\$3,080.41	\$0.00	\$3,080.41	\$419.59
01-1100-560-000	Computer Hardware > \$5k	\$0.00	\$0.00	\$31,423.98	\$31,423.98	\$6,644.46	\$38,068.44	(\$38,068.44)
01-1100-560-100	Comp. Hardware - Elementary >\$5k	\$1,000.00	\$1,000.00	\$2,318.00	\$2,318.00	\$0.00	\$2,318.00	(\$1,318.00)
01-1100-560-200	Comp. Hardware - High School >\$5k	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
01-1100-560-300	Comp. Hardware - Middle School >\$5k	\$1,000.00	\$1,000.00	\$923.70	\$923.70	\$0.00	\$923.70	\$76.30
01-1100-630-000	Dues & Fees	\$500.00	\$500.00	\$1,539.44	\$1,539.44	\$2,605.00	\$4,144.44	(\$3,644.44)
01-1100-630-100	Dues & Fees - Elementary	\$500.00	\$500.00	\$954.35	\$954.35	\$0.00	\$954.35	(\$454.35)
01-1100-630-200	Dues & Fees - High School	\$2,500.00	\$2,500.00	\$3,211.00	\$3,211.00	\$0.00	\$3,211.00	(\$711.00)
01-1100-630-300	Dues & Fees - Middle School	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
01-1100-670-000	Travel-trans-meals-lodging	\$500.00	\$500.00	\$1,299.96	\$1,299.96	\$566.69	\$1,866.65	(\$1,366.65)
01-1100-670-100	Travel-trans-meals-lodging - Elementary	\$1,000.00	\$1,000.00	\$2,321.40	\$2,321.40	\$0.00	\$2,321.40	(\$1,321.40)

01-1100-670-200	Travel-trans-meals-lodging - High School	\$2,500.00	\$2,500.00	\$4,071.96	\$4,071.96	\$0.00	\$4,071.96	(\$1,571.96)
01-1100-670-300	Travel-trans-meals-lodging - Middle School	\$500.00	\$500.00	\$846.50	\$846.50	\$0.00	\$846.50	(\$346.50)
01-1100-690-000	All Other	\$500.00	\$500.00	\$1,308.50	\$1,308.50	\$0.00	\$1,308.50	(\$808.50)
01-1100-690-100	Other Misc Expense - Elementary	\$925.00	\$925.00	\$0.00	\$0.00	\$0.00	\$0.00	\$925.00
01-1100-690-200	Other Misc Expense - High School	\$1,000.00	\$1,000.00	\$6,306.61	\$6,306.61	\$0.00	\$6,306.61	(\$5,306.61)
01-1100-690-300	Other Misc Expense - Middle School	\$1,000.00	\$1,000.00	\$91.00	\$91.00	\$0.00	\$91.00	\$909.00
<b>Sub Total</b>		<b>\$3,850,978.00</b>	<b>\$3,850,978.00</b>	<b>\$3,885,448.59</b>	<b>\$3,885,448.59</b>	<b>\$30,185.92</b>	<b>\$3,915,634.51</b>	<b>(\$64,656.51)</b>

Primary Sort Element	Secondary Sort Element							
01	Function:1150 - LIMITED ENGLISH PROFICIENCY PROGRAMS							
Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-1150-110-100	Salary - ELL Teacher Elem	\$30,185.00	\$30,185.00	\$30,181.56	\$30,181.56	\$0.00	\$30,181.56	\$3.44
01-1150-110-200	Salary - ELL Teacher HS	\$31,725.00	\$31,725.00	\$31,720.56	\$31,720.56	\$0.00	\$31,720.56	\$4.44
01-1150-110-300	Salary - ELL Teacher MS	\$61,905.00	\$61,905.00	\$61,901.88	\$61,901.88	\$0.00	\$61,901.88	\$3.12
01-1150-120-000	E.L.L. Salaries - subs	\$4,025.00	\$4,025.00	\$3,944.64	\$3,944.64	\$0.00	\$3,944.64	\$80.36
01-1150-140-100	ELL Sal aide - Elem	\$3,835.00	\$3,835.00	\$3,670.60	\$3,670.60	\$0.00	\$3,670.60	\$164.40
01-1150-140-200	ELL Sal Aide - HS	\$3,835.00	\$3,835.00	\$3,670.60	\$3,670.60	\$0.00	\$3,670.60	\$164.40
01-1150-140-300	ELL Sal aide - MS	\$3,835.00	\$3,835.00	\$3,671.65	\$3,671.65	\$0.00	\$3,671.65	\$163.35
01-1150-145-100	ELL OT - Elem	\$250.00	\$250.00	\$179.30	\$179.30	\$0.00	\$179.30	\$70.70
01-1150-145-200	ELL Sal Aide - HS	\$250.00	\$250.00	\$179.29	\$179.29	\$0.00	\$179.29	\$70.71
01-1150-145-300	ELL Sal Aide - MS	\$250.00	\$250.00	\$179.36	\$179.36	\$0.00	\$179.36	\$70.64
01-1150-210-000	E.L.L. Social Security	\$310.00	\$310.00	\$296.37	\$296.37	\$0.00	\$296.37	\$13.63
01-1150-210-100	LIMITED ENGLISH PROFICIENCY PROGRAMS	\$2,615.00	\$2,615.00	\$2,492.06	\$2,492.06	\$0.00	\$2,492.06	\$122.94
01-1150-210-200	LIMITED ENGLISH PROFICIENCY PROGRAMS	\$2,735.00	\$2,735.00	\$2,656.90	\$2,656.90	\$0.00	\$2,656.90	\$78.10
01-1150-210-300	LIMITED ENGLISH PROFICIENCY PROGRAMS	\$5,045.00	\$5,045.00	\$4,870.29	\$4,870.29	\$0.00	\$4,870.29	\$174.71
01-1150-220-000	E.L.L. Retirement	\$0.00	\$0.00	\$41.78	\$41.78	\$0.00	\$41.78	(\$41.78)
01-1150-220-100	LIMITED ENGLISH PROFICIENCY PROGRAMS	\$3,375.00	\$3,375.00	\$3,361.55	\$3,361.55	\$0.00	\$3,361.55	\$13.45
01-1150-220-200	LIMITED ENGLISH PROFICIENCY PROGRAMS	\$3,525.00	\$3,525.00	\$3,513.65	\$3,513.65	\$0.00	\$3,513.65	\$11.35
01-1150-220-300	LIMITED ENGLISH PROFICIENCY PROGRAMS	\$6,510.00	\$6,510.00	\$6,494.86	\$6,494.86	\$0.00	\$6,494.86	\$15.14
01-1150-230-000	E.L.L. Health Ins	\$0.00	\$0.00	\$89.30	\$89.30	\$0.00	\$89.30	(\$89.30)
01-1150-230-100	LIMITED ENGLISH PROFICIENCY PROGRAMS	\$3,350.00	\$3,350.00	\$3,635.16	\$3,635.16	\$0.00	\$3,635.16	(\$285.16)
01-1150-230-200	LIMITED ENGLISH PROFICIENCY PROGRAMS	\$7,035.00	\$7,035.00	\$7,318.20	\$7,318.20	\$0.00	\$7,318.20	(\$283.20)
01-1150-230-300	LIMITED ENGLISH PROFICIENCY PROGRAMS	\$10,380.00	\$10,380.00	\$10,838.40	\$10,838.40	\$0.00	\$10,838.40	(\$458.40)
01-1150-231-000	E.L.L. Health Ins Deductible	\$1,350.00	\$1,350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,350.00
01-1150-290-100	LIMITED ENGLISH PROFICIENCY PROGRAMS	\$90.00	\$90.00	\$86.00	\$86.00	\$0.00	\$86.00	\$4.00
01-1150-290-200	LIMITED ENGLISH PROFICIENCY PROGRAMS	\$90.00	\$90.00	\$90.00	\$90.00	\$0.00	\$90.00	\$0.00
01-1150-290-300	LIMITED ENGLISH PROFICIENCY PROGRAMS	\$170.00	\$170.00	\$166.52	\$166.52	\$0.00	\$166.52	\$3.48
01-1150-410-000	E.L.L. Supplies	\$0.00	\$0.00	\$1,262.61	\$1,262.61	\$24.69	\$1,287.30	(\$1,287.30)
01-1150-410-100	LIMITED ENGLISH PROFICIENCY PROGRAMS	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
01-1150-410-200	E.L.L. Supplies - High School	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
01-1150-410-300	E.L.L. Supplies - Middle School	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
01-1150-420-000	ELL Textbooks	\$250.00	\$250.00	\$4,641.39	\$4,641.39	\$3,474.99	\$8,116.38	(\$7,866.38)
01-1150-450-000	ELL Audio-visual	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
01-1150-530-000	ELL Furn And Equip	\$500.00	\$500.00	\$1,995.00	\$1,995.00	\$0.00	\$1,995.00	(\$1,495.00)
01-1150-670-000	ELL Travel	\$500.00	\$500.00	\$480.17	\$480.17	\$6.80	\$486.97	\$13.03
01-1150-690-000	E.L.L. All Others	\$500.00	\$500.00	\$240.56	\$240.56	\$0.00	\$240.56	\$259.44
<b>Sub Total</b>		<b>\$188,825.00</b>	<b>\$188,825.00</b>	<b>\$193,870.21</b>	<b>\$193,870.21</b>	<b>\$3,506.48</b>	<b>\$197,376.69</b>	<b>(\$8,551.69)</b>

Primary Sort Element	Secondary Sort Element							
01	Function:1160 - POVERTY PROGRAMS							
Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-1160-110-100	Salary - Counselor Elem	\$13,950.00	\$13,950.00	\$14,558.20	\$14,558.20	\$0.00	\$14,558.20	(\$608.20)
01-1160-110-200	Salary - Counselor HS	\$15,490.00	\$15,490.00	\$15,488.65	\$15,488.65	\$0.00	\$15,488.65	\$1.35
01-1160-110-300	Salary - Counselor MS	\$29,425.00	\$29,425.00	\$29,298.73	\$29,298.73	\$0.00	\$29,298.73	\$126.27
01-1160-120-000	Poverty Program Salaries - subs	\$12,000.00	\$12,000.00	\$5,743.42	\$5,743.42	\$0.00	\$5,743.42	\$6,256.58
01-1160-140-100	Poverty Salary - Aide Elem	\$97,950.00	\$97,950.00	\$106,388.06	\$106,388.06	\$0.00	\$106,388.06	(\$8,438.06)
01-1160-140-200	Poverty - Sal Aide HS	\$8,230.00	\$8,230.00	\$8,182.33	\$8,182.33	\$0.00	\$8,182.33	\$47.67
01-1160-140-300	Poverty - Sal Aide MS	\$19,735.00	\$19,735.00	\$19,567.96	\$19,567.96	\$0.00	\$19,567.96	\$167.04
01-1160-145-100	Poverty OT - Elem	\$4,000.00	\$4,000.00	\$3,806.10	\$3,806.10	\$0.00	\$3,806.10	\$193.90
01-1160-145-200	Poverty OT - HS	\$1,000.00	\$1,000.00	\$342.76	\$342.76	\$0.00	\$342.76	\$657.24
01-1160-145-300	Poverty OT - MS	\$1,000.00	\$1,000.00	\$663.52	\$663.52	\$0.00	\$663.52	\$336.48
01-1160-210-000	Poverty Program Social Security	\$900.00	\$900.00	\$434.12	\$434.12	\$0.00	\$434.12	\$465.88
01-1160-210-100	POVERTY PROGRAMS	\$8,500.00	\$8,500.00	\$5,967.68	\$5,967.68	\$0.00	\$5,967.68	\$2,532.32
01-1160-210-200	POVERTY PROGRAMS	\$1,815.00	\$1,815.00	\$1,746.85	\$1,746.85	\$0.00	\$1,746.85	\$68.15
01-1160-210-300	POVERTY PROGRAMS	\$3,760.00	\$3,760.00	\$3,416.96	\$3,416.96	\$0.00	\$3,416.96	\$343.04
01-1160-220-000	Poverty Program Retirement	\$0.00	\$0.00	\$94.11	\$94.11	\$0.00	\$94.11	(\$94.11)
01-1160-220-100	POVERTY PROGRAMS	\$11,055.00	\$11,055.00	\$12,312.75	\$12,312.75	\$0.00	\$12,312.75	(\$1,257.75)
01-1160-220-200	POVERTY PROGRAMS	\$2,345.00	\$2,345.00	\$2,371.96	\$2,371.96	\$0.00	\$2,371.96	(\$26.96)
01-1160-220-300	POVERTY PROGRAMS	\$4,860.00	\$4,860.00	\$4,892.59	\$4,892.59	\$0.00	\$4,892.59	(\$32.59)
01-1160-230-000	Poverty Program Health Ins	\$0.00	\$0.00	(\$1,492.71)	(\$1,492.71)	\$0.00	(\$1,492.71)	\$1,492.71
01-1160-230-100	POVERTY PROGRAMS	\$71,845.00	\$71,845.00	\$69,703.76	\$69,703.76	\$0.00	\$69,703.76	\$2,141.24
01-1160-230-200	POVERTY PROGRAMS	\$4,720.00	\$4,720.00	\$4,947.29	\$4,947.29	\$0.00	\$4,947.29	(\$227.29)
01-1160-230-300	POVERTY PROGRAMS	\$12,140.00	\$12,140.00	\$12,671.92	\$12,671.92	\$0.00	\$12,671.92	(\$531.92)
01-1160-231-000	Poverty Program Health Ins Deductib	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00
01-1160-290-000	Poverty Program Other Emp Benefits	\$0.00	\$0.00	\$35.00	\$35.00	\$0.00	\$35.00	(\$35.00)
01-1160-290-100	POVERTY PROGRAMS	\$285.00	\$285.00	\$305.00	\$305.00	\$0.00	\$305.00	(\$20.00)
01-1160-290-200	POVERTY PROGRAMS	\$60.00	\$60.00	\$60.12	\$60.12	\$0.00	\$60.12	(\$0.12)
01-1160-290-300	POVERTY PROGRAMS	\$125.00	\$125.00	\$124.15	\$124.15	\$0.00	\$124.15	\$0.85
<b>Sub Total</b>		<b>\$328,190.00</b>	<b>\$328,190.00</b>	<b>\$321,631.28</b>	<b>\$321,631.28</b>	<b>\$0.00</b>	<b>\$321,631.28</b>	<b>\$6,558.72</b>

Primary Sort Element	Secondary Sort Element							
01	Function:1200 - SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS							
Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-1200-110-100	Salary - Teacher Elem	\$60,365.00	\$60,365.00	\$66,574.08	\$66,574.08	\$0.00	\$66,574.08	(\$6,209.08)
01-1200-110-200	Salary - Teacher HS	\$52,670.00	\$52,670.00	\$52,668.00	\$52,668.00	\$0.00	\$52,668.00	\$2.00
01-1200-110-300	Salary - Teacher MS	\$38,820.00	\$38,820.00	\$38,817.00	\$38,817.00	\$0.00	\$38,817.00	\$3.00
01-1200-120-000	Sal-sub	\$8,975.00	\$8,975.00	\$7,850.92	\$7,850.92	\$0.00	\$7,850.92	\$1,124.08
01-1200-140-000	Sal-aides	\$0.00	\$0.00	\$68.25	\$68.25	\$0.00	\$68.25	(\$68.25)
01-1200-140-100	Sal Aide - Elem	\$43,650.00	\$43,650.00	\$45,869.37	\$45,869.37	\$0.00	\$45,869.37	(\$2,219.37)
01-1200-140-200	Sal Aide - HS	\$109,455.00	\$109,455.00	\$97,046.92	\$97,046.92	\$0.00	\$97,046.92	\$12,408.08
01-1200-140-300	Sal Aide - MS	\$7,950.00	\$7,950.00	\$7,938.10	\$7,938.10	\$0.00	\$7,938.10	\$11.90
01-1200-145-000	Overtime	\$0.00	\$0.00	\$1,012.64	\$1,012.64	\$0.00	\$1,012.64	(\$1,012.64)
01-1200-145-100	SPED OT - Elem	\$1,500.00	\$1,500.00	\$2,535.17	\$2,535.17	\$0.00	\$2,535.17	(\$1,035.17)
01-1200-145-200	SPED OT - HS	\$6,000.00	\$6,000.00	\$5,937.93	\$5,937.93	\$0.00	\$5,937.93	\$62.07
01-1200-145-300	SPED OT - MS	\$1,500.00	\$1,500.00	\$498.16	\$498.16	\$0.00	\$498.16	\$1,001.84
01-1200-210-000	Social Security	\$685.00	\$685.00	\$652.85	\$652.85	\$0.00	\$652.85	\$32.15
01-1200-210-100	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	\$8,190.00	\$8,190.00	\$8,066.68	\$8,066.68	\$0.00	\$8,066.68	\$123.32

01-1200-210-200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	\$13,325.00	\$13,325.00	\$9,334.51	\$9,334.51	\$0.00	\$9,334.51	\$3,990.49
01-1200-210-300	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	\$835.00	\$835.00	\$3,524.01	\$3,524.01	\$0.00	\$3,524.01	(\$2,689.01)
01-1200-220-000	Retirement	\$0.00	\$0.00	\$292.66	\$292.66	\$0.00	\$292.66	(\$292.66)
01-1200-220-100	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	\$10,255.00	\$10,255.00	\$11,357.37	\$11,357.37	\$0.00	\$11,357.37	(\$1,102.37)
01-1200-220-200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	\$16,025.00	\$16,025.00	\$15,375.18	\$15,375.18	\$0.00	\$15,375.18	\$649.82
01-1200-220-300	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	\$4,620.00	\$4,620.00	\$4,667.69	\$4,667.69	\$0.00	\$4,667.69	(\$47.69)
01-1200-230-000	Health Ins	\$0.00	\$0.00	\$527.84	\$527.84	\$0.00	\$527.84	(\$527.84)
01-1200-230-100	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	\$30,565.00	\$30,565.00	\$22,688.00	\$22,688.00	\$0.00	\$22,688.00	\$7,877.00
01-1200-230-200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	\$57,550.00	\$57,550.00	\$54,120.45	\$54,120.45	\$0.00	\$54,120.45	\$3,429.55
01-1200-230-300	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	\$7,045.00	\$7,045.00	\$6,715.20	\$6,715.20	\$0.00	\$6,715.20	\$329.80
01-1200-231-000	Health Ins Deductible	\$7,200.00	\$7,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,200.00
01-1200-290-100	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	\$265.00	\$265.00	\$269.27	\$269.27	\$0.00	\$269.27	(\$4.27)
01-1200-290-200	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	\$425.00	\$425.00	\$380.42	\$380.42	\$0.00	\$380.42	\$44.58
01-1200-290-300	SPECIAL EDUCATION INSTRUCTIONAL PROGRAMS	\$100.00	\$100.00	\$118.68	\$118.68	\$0.00	\$118.68	(\$18.68)
01-1200-350-000	Advertising & Printing	\$1,100.00	\$1,100.00	\$1,344.30	\$1,344.30	\$0.00	\$1,344.30	(\$244.30)
01-1200-363-000	SA-Tuition Other Agencies	\$227,080.00	\$227,080.00	\$218,268.35	\$218,268.35	\$0.00	\$218,268.35	\$8,811.65
01-1200-410-000	Supplies	\$2,500.00	\$2,500.00	\$6,977.47	\$6,977.47	\$0.00	\$6,977.47	(\$4,477.47)
01-1200-410-100	Supplies	\$2,500.00	\$2,500.00	\$2,885.69	\$2,885.69	\$0.00	\$2,885.69	(\$385.69)
01-1200-410-200	Supplies	\$500.00	\$500.00	\$941.33	\$941.33	\$75.44	\$1,016.77	(\$516.77)
01-1200-420-100	Textbooks	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
01-1200-450-100	Audio Visual	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
01-1200-460-000	Hardware	\$0.00	\$0.00	\$178.59	\$178.59	\$0.00	\$178.59	(\$178.59)
01-1200-460-100	Hardware	\$750.00	\$750.00	\$1,036.80	\$1,036.80	\$0.00	\$1,036.80	(\$286.80)
01-1200-460-200	Hardware	\$500.00	\$500.00	\$318.99	\$318.99	\$0.00	\$318.99	\$181.01
01-1200-530-100	Furniture & Equipment	\$1,500.00	\$1,500.00	\$2,363.40	\$2,363.40	\$0.00	\$2,363.40	(\$863.40)
01-1200-530-200	Furniture & Equipment	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
01-1200-530-300	Furniture & Equipment - Middle School	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-1200-560-100	Computer	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-1200-560-200	Computer	\$500.00	\$500.00	\$497.00	\$497.00	\$0.00	\$497.00	\$3.00
01-1200-630-000	Dues & Fees	\$0.00	\$0.00	\$1,799.13	\$1,799.13	\$0.00	\$1,799.13	(\$1,799.13)
01-1200-630-100	Dues & Fees	\$1,500.00	\$1,500.00	\$190.00	\$190.00	\$0.00	\$190.00	\$1,310.00
01-1200-630-200	Dues & Fees	\$1,500.00	\$1,500.00	\$330.00	\$330.00	\$160.00	\$490.00	\$1,010.00
01-1200-670-100	Travel	\$250.00	\$250.00	\$93.00	\$93.00	\$0.00	\$93.00	\$157.00
01-1200-670-200	Travel	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00
01-1200-690-000	All Other	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
<b>Sub Total</b>		<b>\$732,100.00</b>	<b>\$732,100.00</b>	<b>\$702,131.40</b>	<b>\$702,131.40</b>	<b>\$235.44</b>	<b>\$702,366.84</b>	<b>\$29,733.16</b>

**Primary Sort Element**      **Secondary Sort Element**

01      Function:2120 - GUIDANCE SERVICES

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-2120-110-100	Salary - elem	\$13,940.00	\$13,940.00	\$13,809.96	\$13,809.96	\$0.00	\$13,809.96	\$130.04
01-2120-110-200	Salary - HS	\$15,490.00	\$15,490.00	\$15,488.78	\$15,488.78	\$0.00	\$15,488.78	\$1.22
01-2120-110-300	Salaries-MS	\$29,425.00	\$29,425.00	\$29,298.85	\$29,298.85	\$0.00	\$29,298.85	\$126.15
01-2120-210-100	GUIDANCE SERVICES	\$1,070.00	\$1,070.00	\$1,006.95	\$1,006.95	\$0.00	\$1,006.95	\$63.05
01-2120-210-200	GUIDANCE SERVICES	\$1,185.00	\$1,185.00	\$1,111.75	\$1,111.75	\$0.00	\$1,111.75	\$73.25
01-2120-210-300	GUIDANCE SERVICES	\$2,251.00	\$2,251.00	\$2,118.61	\$2,118.61	\$0.00	\$2,118.61	\$132.39
01-2120-220-100	GUIDANCE SERVICES	\$1,380.00	\$1,380.00	\$1,364.06	\$1,364.06	\$0.00	\$1,364.06	\$15.94
01-2120-220-200	GUIDANCE SERVICES	\$1,530.00	\$1,530.00	\$1,530.00	\$1,530.00	\$0.00	\$1,530.00	\$0.00
01-2120-220-300	GUIDANCE SERVICES	\$2,910.00	\$2,910.00	\$2,894.01	\$2,894.01	\$0.00	\$2,894.01	\$15.99
01-2120-230-100	GUIDANCE SERVICES	\$3,600.00	\$3,600.00	\$3,521.37	\$3,521.37	\$0.00	\$3,521.37	\$78.63
01-2120-230-200	GUIDANCE SERVICES	\$4,805.00	\$4,805.00	\$4,660.20	\$4,660.20	\$0.00	\$4,660.20	\$144.80
01-2120-230-300	GUIDANCE SERVICES	\$8,405.00	\$8,405.00	\$8,181.73	\$8,181.73	\$0.00	\$8,181.73	\$223.27
01-2120-231-000	Health Ins - Deductible	\$900.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00
01-2120-290-100	GUIDANCE SERVICES	\$35.00	\$35.00	\$35.07	\$35.07	\$0.00	\$35.07	(\$0.07)
01-2120-290-200	GUIDANCE SERVICES	\$40.00	\$40.00	\$39.36	\$39.36	\$0.00	\$39.36	\$0.64
01-2120-290-300	GUIDANCE SERVICES	\$75.00	\$75.00	\$74.43	\$74.43	\$0.00	\$74.43	\$0.57
01-2120-410-000	Supplies	\$0.00	\$0.00	\$19.99	\$19.99	\$0.00	\$19.99	(\$19.99)
01-2120-410-100	Guidance Supplies	\$575.00	\$575.00	\$266.96	\$266.96	\$0.00	\$266.96	\$308.04
01-2120-410-200	Guidance Supplies	\$575.00	\$575.00	\$269.82	\$269.82	\$0.00	\$269.82	\$305.18
01-2120-460-000	Guidance Hardware	\$0.00	\$0.00	\$2,475.00	\$2,475.00	\$0.00	\$2,475.00	(\$2,475.00)
01-2120-460-200	Guidance Hardware	\$1,275.00	\$1,275.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,275.00
01-2120-630-000	Dues & Fees	\$0.00	\$0.00	\$515.00	\$515.00	\$0.00	\$515.00	(\$515.00)
01-2120-630-200	Dues & Fees	\$1,500.00	\$1,500.00	\$2,297.50	\$2,297.50	\$0.00	\$2,297.50	(\$797.50)
01-2120-670-000	Guidance Travel	\$500.00	\$500.00	\$706.64	\$706.64	\$0.00	\$706.64	(\$206.64)
01-2120-670-100	Guidance Travel	\$100.00	\$100.00	\$261.34	\$261.34	\$368.00	\$629.34	(\$529.34)
01-2120-670-200	Guidance Travel	\$500.00	\$500.00	\$245.99	\$245.99	\$0.00	\$245.99	\$254.01
01-2120-690-000	All Other	\$0.00	\$0.00	\$93.08	\$93.08	\$0.00	\$93.08	(\$93.08)
01-2120-690-100	All Other	\$350.00	\$350.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350.00
01-2120-690-200	All Other	\$350.00	\$350.00	\$89.00	\$89.00	\$0.00	\$89.00	\$261.00
<b>Sub Total</b>		<b>\$92,766.00</b>	<b>\$92,766.00</b>	<b>\$92,375.45</b>	<b>\$92,375.45</b>	<b>\$368.00</b>	<b>\$92,743.45</b>	<b>\$22.55</b>

**Primary Sort Element**      **Secondary Sort Element**

01      Function:2130 - HEALTH SERVICES

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-2130-110-100	Nurse Sal - Elem	\$14,800.00	\$14,800.00	\$14,798.52	\$14,798.52	\$0.00	\$14,798.52	\$1.48
01-2130-110-200	Nurse Sal - HS	\$14,800.00	\$14,800.00	\$14,798.52	\$14,798.52	\$0.00	\$14,798.52	\$1.48
01-2130-110-300	Nurse Sal - MS	\$14,800.00	\$14,800.00	\$14,802.96	\$14,802.96	\$0.00	\$14,802.96	(\$2.96)
01-2130-120-000	Salaries of Substitutes	\$1,325.00	\$1,325.00	\$977.92	\$977.92	\$0.00	\$977.92	\$347.08
01-2130-210-000	Social Security	\$100.00	\$100.00	\$74.80	\$74.80	\$0.00	\$74.80	\$25.20
01-2130-210-100	HEALTH SERVICES	\$1,135.00	\$1,135.00	\$1,074.02	\$1,074.02	\$0.00	\$1,074.02	\$60.98
01-2130-210-200	HEALTH SERVICES	\$1,135.00	\$1,135.00	\$1,074.11	\$1,074.11	\$0.00	\$1,074.11	\$60.89
01-2130-210-300	HEALTH SERVICES	\$1,135.00	\$1,135.00	\$1,074.37	\$1,074.37	\$0.00	\$1,074.37	\$60.63
01-2130-220-100	HEALTH SERVICES	\$1,465.00	\$1,465.00	\$1,461.73	\$1,461.73	\$0.00	\$1,461.73	\$3.27
01-2130-220-200	HEALTH SERVICES	\$1,465.00	\$1,465.00	\$1,461.83	\$1,461.83	\$0.00	\$1,461.83	\$3.17
01-2130-220-300	HEALTH SERVICES	\$1,465.00	\$1,465.00	\$1,462.20	\$1,462.20	\$0.00	\$1,462.20	\$2.80
01-2130-230-100	HEALTH SERVICES	\$4,805.00	\$4,805.00	\$4,801.92	\$4,801.92	\$0.00	\$4,801.92	\$3.08
01-2130-230-200	HEALTH SERVICES	\$4,805.00	\$4,805.00	\$4,801.80	\$4,801.80	\$0.00	\$4,801.80	\$3.20
01-2130-230-300	HEALTH SERVICES	\$4,805.00	\$4,805.00	\$4,803.36	\$4,803.36	\$0.00	\$4,803.36	\$1.64
01-2130-231-000	Health Ins - Deductible	\$900.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00
01-2130-290-100	HEALTH SERVICES	\$40.00	\$40.00	\$37.56	\$37.56	\$0.00	\$37.56	\$2.44
01-2130-290-200	HEALTH SERVICES	\$40.00	\$40.00	\$37.68	\$37.68	\$0.00	\$37.68	\$2.32
01-2130-290-300	HEALTH SERVICES	\$40.00	\$40.00	\$37.56	\$37.56	\$0.00	\$37.56	\$2.44
01-2130-410-000	Supplies	\$0.00	\$0.00	\$296.93	\$296.93	\$92.50	\$389.43	(\$389.43)
01-2130-410-100	Health Supplies - Elementary	\$400.00	\$400.00	\$825.82	\$825.82	\$193.83	\$1,019.65	(\$619.65)

01-2130-410-200	Health Supplies - High School	\$400.00	\$400.00	\$56.55	\$56.55	\$73.83	\$130.38	\$269.62
01-2130-410-300	Health Supplies - Middle School	\$400.00	\$400.00	\$8.60	\$8.60	\$0.00	\$8.60	\$391.40
01-2130-420-000	Textbooks	\$0.00	\$0.00	\$24.45	\$24.45	\$0.00	\$24.45	(\$24.45)
01-2130-530-000	Furn And Equip	\$0.00	\$0.00	\$1,690.00	\$1,690.00	\$33.40	\$1,723.40	(\$1,723.40)
01-2130-530-100	Furniture/Equipment - Elem > \$5k ea	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-2130-530-200	Furniture/Equipment - HS > \$5k ea	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-2130-530-300	Furniture/Equipment - MS > \$5k ea	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-2130-670-000	Travel	\$250.00	\$250.00	\$366.90	\$366.90	\$0.00	\$366.90	(\$116.90)
01-2130-690-000	HEALTH SERVICES	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00
<b>Sub Total</b>		<b>\$72,260.00</b>	<b>\$72,260.00</b>	<b>\$70,850.11</b>	<b>\$70,850.11</b>	<b>\$393.56</b>	<b>\$71,243.67</b>	<b>\$1,016.33</b>

<b>Primary Sort Element</b>	<b>Secondary Sort Element</b>
01	Function:2140 - PSYCHOLOGICAL SERVICES

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-2140-313-000	Purchased Services	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00
<b>Sub Total</b>		<b>\$15,000.00</b>	<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>

<b>Primary Sort Element</b>	<b>Secondary Sort Element</b>
01	Function:2150 - SAFETY & SECURITY

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-2150-410-000	Supplies-safety & Security	\$2,500.00	\$2,500.00	\$2,587.66	\$2,587.66	\$0.00	\$2,587.66	(\$87.66)
01-2150-530-000	Capital Outlay-safety & Secur	\$100,380.00	\$100,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,380.00
<b>Sub Total</b>		<b>\$102,880.00</b>	<b>\$102,880.00</b>	<b>\$2,587.66</b>	<b>\$2,587.66</b>	<b>\$0.00</b>	<b>\$2,587.66</b>	<b>\$100,292.34</b>

<b>Primary Sort Element</b>	<b>Secondary Sort Element</b>
01	Function:2222 - SCHOOL LIBRARY SERVICES

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-2222-110-000	Salary-library	\$0.00	\$0.00	\$252.78	\$252.78	\$0.00	\$252.78	(\$252.78)
01-2222-110-100	Salary - Librarian Elem	\$7,755.00	\$7,755.00	\$7,752.00	\$7,752.00	\$0.00	\$7,752.00	\$3.00
01-2222-110-200	Salary - Librarian HS	\$7,755.00	\$7,755.00	\$7,752.00	\$7,752.00	\$0.00	\$7,752.00	\$3.00
01-2222-110-300	Salary - Librarian MS	\$7,755.00	\$7,755.00	\$7,752.00	\$7,752.00	\$0.00	\$7,752.00	\$3.00
01-2222-120-000	Sal Of Sub	\$1,175.00	\$1,175.00	\$201.20	\$201.20	\$0.00	\$201.20	\$973.80
01-2222-140-100	Sal Aide - Elem	\$4,185.00	\$4,185.00	\$4,184.64	\$4,184.64	\$0.00	\$4,184.64	\$0.36
01-2222-140-200	Sal Aide - HS	\$4,185.00	\$4,185.00	\$4,184.52	\$4,184.52	\$0.00	\$4,184.52	\$0.48
01-2222-140-300	Sal Aide - MS	\$4,185.00	\$4,185.00	\$4,185.84	\$4,185.84	\$0.00	\$4,185.84	(\$0.84)
01-2222-145-100	Library OT- Elem	\$500.00	\$500.00	\$304.12	\$304.12	\$0.00	\$304.12	\$195.88
01-2222-145-200	Library OT - HS	\$500.00	\$500.00	\$304.16	\$304.16	\$0.00	\$304.16	\$195.84
01-2222-145-300	Library OT- MS	\$500.00	\$500.00	\$304.22	\$304.22	\$0.00	\$304.22	\$195.78
01-2222-210-000	Social Security	\$100.00	\$100.00	\$28.71	\$28.71	\$0.00	\$28.71	\$71.29
01-2222-210-100	SCHOOL LIBRARY SERVICES	\$950.00	\$950.00	\$734.87	\$734.87	\$0.00	\$734.87	\$215.13
01-2222-210-200	SCHOOL LIBRARY SERVICES	\$950.00	\$950.00	\$734.77	\$734.77	\$0.00	\$734.77	\$215.23
01-2222-210-300	SCHOOL LIBRARY SERVICES	\$950.00	\$950.00	\$735.04	\$735.04	\$0.00	\$735.04	\$214.96
01-2222-220-000	Retirement	\$0.00	\$0.00	\$24.97	\$24.97	\$0.00	\$24.97	(\$24.97)
01-2222-220-100	SCHOOL LIBRARY SERVICES	\$1,180.00	\$1,180.00	\$1,209.04	\$1,209.04	\$0.00	\$1,209.04	(\$29.04)
01-2222-220-200	SCHOOL LIBRARY SERVICES	\$1,180.00	\$1,180.00	\$1,209.16	\$1,209.16	\$0.00	\$1,209.16	(\$29.16)
01-2222-220-300	SCHOOL LIBRARY SERVICES	\$1,180.00	\$1,180.00	\$1,209.22	\$1,209.22	\$0.00	\$1,209.22	(\$29.22)
01-2222-230-000	Health Ins	\$0.00	\$0.00	\$73.87	\$73.87	\$0.00	\$73.87	(\$73.87)
01-2222-230-100	SCHOOL LIBRARY SERVICES	\$6,405.00	\$6,405.00	\$2,582.76	\$2,582.76	\$0.00	\$2,582.76	\$3,822.24
01-2222-230-200	SCHOOL LIBRARY SERVICES	\$6,405.00	\$6,405.00	\$2,582.72	\$2,582.72	\$0.00	\$2,582.72	\$3,822.28
01-2222-230-300	SCHOOL LIBRARY SERVICES	\$6,405.00	\$6,405.00	\$2,582.75	\$2,582.75	\$0.00	\$2,582.75	\$3,822.25
01-2222-231-000	Health Ins - Deductible	\$900.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00
01-2222-290-000	Other Emp Benefits	\$0.00	\$0.00	\$0.64	\$0.64	\$0.00	\$0.64	(\$0.64)
01-2222-290-100	SCHOOL LIBRARY SERVICES	\$30.00	\$30.00	\$30.47	\$30.47	\$0.00	\$30.47	(\$0.47)
01-2222-290-200	SCHOOL LIBRARY SERVICES	\$30.00	\$30.00	\$30.24	\$30.24	\$0.00	\$30.24	(\$0.24)
01-2222-290-300	SCHOOL LIBRARY SERVICES	\$30.00	\$30.00	\$30.36	\$30.36	\$0.00	\$30.36	(\$0.36)
01-2222-318-000	L.d. Consortium	\$45,000.00	\$45,000.00	\$23,000.00	\$23,000.00	\$0.00	\$23,000.00	\$22,000.00
01-2222-410-000	Supplies	\$0.00	\$0.00	\$1,619.66	\$1,619.66	\$1,226.71	\$2,846.37	(\$2,846.37)
01-2222-410-100	SCHOOL LIBRARY SERVICES	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$135.27	\$135.27	\$2,864.73
01-2222-410-200	Supplies - High School	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00
01-2222-410-300	Supplies - Middle School	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000.00
01-2222-430-000	Library Books	\$0.00	\$0.00	\$2,644.69	\$2,644.69	\$0.00	\$2,644.69	(\$2,644.69)
01-2222-430-100	Library Books - Elementary	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00
01-2222-440-000	Periodicals	\$500.00	\$500.00	\$349.44	\$349.44	\$0.00	\$349.44	\$150.56
01-2222-450-100	Elem A-v Materials	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200.00
01-2222-450-200	HS AV	\$375.00	\$375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$375.00
01-2222-450-300	MS AV	\$235.00	\$235.00	\$0.00	\$0.00	\$0.00	\$0.00	\$235.00
01-2222-460-000	Hardware	\$40,000.00	\$40,000.00	\$895.00	\$895.00	\$331.00	\$1,226.00	\$38,774.00
01-2222-530-000	SCHOOL LIBRARY SERVICES	\$2,500.00	\$2,500.00	\$3,084.44	\$3,084.44	\$0.00	\$3,084.44	(\$584.44)
01-2222-560-000	Computer	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
01-2222-670-000	Travel	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-2222-690-000	SCHOOL LIBRARY SERVICES	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
<b>Sub Total</b>		<b>\$180,000.00</b>	<b>\$180,000.00</b>	<b>\$82,570.30</b>	<b>\$82,570.30</b>	<b>\$1,692.98</b>	<b>\$84,263.28</b>	<b>\$95,736.72</b>

<b>Primary Sort Element</b>	<b>Secondary Sort Element</b>
01	Function:2310 - BOARD OF EDUCATION

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-2310-317-000	Legal Services	\$10,000.00	\$10,000.00	\$20,584.79	\$20,584.79	\$0.00	\$20,584.79	(\$10,584.79)
01-2310-350-000	Adv And Print	\$3,500.00	\$3,500.00	\$1,167.29	\$1,167.29	\$0.00	\$1,167.29	\$2,332.71
01-2310-410-000	Supplies	\$750.00	\$750.00	\$1,821.92	\$1,821.92	\$0.00	\$1,821.92	(\$1,071.92)
01-2310-630-000	Dues And Fees	\$11,200.00	\$11,200.00	\$10,777.00	\$10,777.00	\$0.00	\$10,777.00	\$423.00
01-2310-642-000	Fidelity Bon Premium	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00
01-2310-670-000	Travel	\$2,500.00	\$2,500.00	\$5,235.44	\$5,235.44	\$2,503.20	\$7,738.64	(\$5,238.64)
<b>Sub Total</b>		<b>\$28,000.00</b>	<b>\$28,000.00</b>	<b>\$39,586.44</b>	<b>\$39,586.44</b>	<b>\$2,503.20</b>	<b>\$42,089.64</b>	<b>(\$14,089.64)</b>

<b>Primary Sort Element</b>	<b>Secondary Sort Element</b>
01	Function:2320 - EXECUTIVE ADMINISTRATION SERVICES

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-2320-105-000	Salary-supt	\$0.00	\$0.00	\$23,333.33	\$23,333.33	\$0.00	\$23,333.33	(\$23,333.33)
01-2320-105-100	Salary - Supt. Elem	\$40,485.00	\$40,485.00	\$38,333.00	\$38,333.00	\$0.00	\$38,333.00	\$2,152.00
01-2320-105-200	Salary- Supt HS	\$40,485.00	\$40,485.00	\$38,333.00	\$38,333.00	\$0.00	\$38,333.00	\$2,152.00
01-2320-105-300	Salary - Supt. MS	\$40,485.00	\$40,485.00	\$38,334.00	\$38,334.00	\$0.00	\$38,334.00	\$2,151.00
01-2320-140-100	Sal Supt. Clerk - Elem	\$18,075.00	\$18,075.00	\$18,073.33	\$18,073.33	\$0.00	\$18,073.33	\$1.67
01-2320-140-200	Supt Sal Clerk - HS	\$18,075.00	\$18,075.00	\$18,073.44	\$18,073.44	\$0.00	\$18,073.44	\$1.56
01-2320-140-300	Supt Sal Clerk - MS	\$18,075.00	\$18,075.00	\$18,078.83	\$18,078.83	\$0.00	\$18,078.83	(\$3.83)
01-2320-145-100	Supt OT - Elem	\$1,585.00	\$1,585.00	\$1,259.71	\$1,259.71	\$0.00	\$1,259.71	\$325.29
01-2320-145-200	Supt OT - HS	\$1,585.00	\$1,585.00	\$1,259.73	\$1,259.73	\$0.00	\$1,259.73	\$325.27
01-2320-145-300	Supt OT- MS	\$1,585.00	\$1,585.00	\$1,260.09	\$1,260.09	\$0.00	\$1,260.09	\$324.91
01-2320-210-000	Social Security	\$0.00	\$0.00	\$1,772.72	\$1,772.72	\$0.00	\$1,772.72	(\$1,772.72)

01-2320-210-100	EXECUTIVE ADMINISTRATION SERVICES	\$4,440.00	\$4,440.00	\$4,088.22	\$4,088.22	\$0.00	\$4,088.22	\$351.78
01-2320-210-200	EXECUTIVE ADMINISTRATION SERVICES	\$4,440.00	\$4,440.00	\$4,088.36	\$4,088.36	\$0.00	\$4,088.36	\$351.64
01-2320-210-300	EXECUTIVE ADMINISTRATION SERVICES	\$4,440.00	\$4,440.00	\$4,088.71	\$4,088.71	\$0.00	\$4,088.71	\$351.29
01-2320-220-000	Retirement	\$0.00	\$0.00	\$2,304.82	\$2,304.82	\$0.00	\$2,304.82	(\$2,304.82)
01-2320-220-100	EXECUTIVE ADMINISTRATION SERVICES	\$5,325.00	\$5,325.00	\$5,696.19	\$5,696.19	\$0.00	\$5,696.19	(\$371.19)
01-2320-220-200	EXECUTIVE ADMINISTRATION SERVICES	\$5,325.00	\$5,325.00	\$5,696.14	\$5,696.14	\$0.00	\$5,696.14	(\$371.14)
01-2320-220-300	EXECUTIVE ADMINISTRATION SERVICES	\$5,325.00	\$5,325.00	\$5,696.81	\$5,696.81	\$0.00	\$5,696.81	(\$371.81)
01-2320-230-000	Health Ins	\$0.00	\$0.00	\$4,807.01	\$4,807.01	\$0.00	\$4,807.01	(\$4,807.01)
01-2320-230-100	EXECUTIVE ADMINISTRATION SERVICES	\$19,215.00	\$19,215.00	\$18,691.95	\$18,691.95	\$0.00	\$18,691.95	\$523.05
01-2320-230-200	EXECUTIVE ADMINISTRATION SERVICES	\$19,215.00	\$19,215.00	\$18,691.60	\$18,691.60	\$0.00	\$18,691.60	\$523.40
01-2320-230-300	EXECUTIVE ADMINISTRATION SERVICES	\$19,215.00	\$19,215.00	\$18,695.90	\$18,695.90	\$0.00	\$18,695.90	\$519.10
01-2320-231-000	Health Ins - Deductible	\$2,700.00	\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,700.00
01-2320-290-000	Other Emp Benefits	\$3,225.00	\$3,225.00	\$5,795.26	\$5,795.26	\$0.00	\$5,795.26	(\$2,570.26)
01-2320-290-100	EXECUTIVE ADMINISTRATION SERVICES	\$150.00	\$150.00	\$143.24	\$143.24	\$0.00	\$143.24	\$6.76
01-2320-290-200	EXECUTIVE ADMINISTRATION SERVICES	\$150.00	\$150.00	\$143.26	\$143.26	\$0.00	\$143.26	\$6.74
01-2320-290-300	EXECUTIVE ADMINISTRATION SERVICES	\$150.00	\$150.00	\$143.24	\$143.24	\$0.00	\$143.24	\$6.76
01-2320-350-000	Advertising & Printing	\$1,750.00	\$1,750.00	\$1,653.57	\$1,653.57	\$0.00	\$1,653.57	\$96.43
01-2320-410-000	Supplies	\$2,500.00	\$2,500.00	\$1,984.97	\$1,984.97	\$0.00	\$1,984.97	\$515.03
01-2320-560-000	Computer	\$1,000.00	\$1,000.00	\$1,380.52	\$1,380.52	\$0.00	\$1,380.52	(\$380.52)
01-2320-630-000	Dues And Fees	\$5,000.00	\$5,000.00	\$3,638.61	\$3,638.61	\$0.00	\$3,638.61	\$1,361.39
01-2320-670-000	Travel	\$5,000.00	\$5,000.00	\$696.31	\$696.31	\$0.00	\$696.31	\$4,303.69
01-2320-690-000	EXECUTIVE ADMINISTRATION SERVICES	\$20,000.00	\$20,000.00	\$13,959.50	\$13,959.50	\$0.00	\$13,959.50	\$6,040.50
<b>Sub Total</b>		<b>\$309,000.00</b>	<b>\$309,000.00</b>	<b>\$320,195.37</b>	<b>\$320,195.37</b>	<b>\$0.00</b>	<b>\$320,195.37</b>	<b>(\$11,195.37)</b>

Primary Sort Element	Secondary Sort Element
01	Function:2410 - OFFICE OF THE PRINCIPAL

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-2410-110-100	Salary - Principal Elem	\$48,520.00	\$48,520.00	\$56,473.98	\$56,473.98	\$0.00	\$56,473.98	(\$7,953.98)
01-2410-110-200	Salary - Principal HS	\$52,205.00	\$52,205.00	\$59,704.16	\$59,704.16	\$0.00	\$59,704.16	(\$7,499.16)
01-2410-110-300	Salary - Principal MS	\$49,610.00	\$49,610.00	\$49,610.02	\$49,610.02	\$0.00	\$49,610.02	(\$0.02)
01-2410-120-000	Substitutes	\$1,150.00	\$1,150.00	\$467.14	\$467.14	\$0.00	\$467.14	\$682.86
01-2410-140-000	Sal-clerk	\$0.00	\$0.00	\$238.88	\$238.88	\$0.00	\$238.88	(\$238.88)
01-2410-140-100	Sal clerk - elem	\$14,720.00	\$14,720.00	\$19,990.26	\$19,990.26	\$0.00	\$19,990.26	(\$5,270.26)
01-2410-140-200	Sal clerk - HS	\$10,500.00	\$10,500.00	\$15,774.08	\$15,774.08	\$0.00	\$15,774.08	(\$5,274.08)
01-2410-140-300	Sal clerk - MS	\$25,220.00	\$25,220.00	\$30,491.69	\$30,491.69	\$0.00	\$30,491.69	(\$5,271.69)
01-2410-145-100	Princ OT - elem	\$620.00	\$620.00	\$550.07	\$550.07	\$0.00	\$550.07	\$69.93
01-2410-145-200	Prin OT - HS	\$620.00	\$620.00	\$164.85	\$164.85	\$0.00	\$164.85	\$455.15
01-2410-145-300	Prin OT - MS	\$620.00	\$620.00	\$714.95	\$714.95	\$0.00	\$714.95	(\$94.95)
01-2410-210-000	Social Security	\$0.00	\$0.00	\$120.65	\$120.65	\$0.00	\$120.65	(\$120.65)
01-2410-210-100	OFFICE OF THE PRINCIPAL	\$4,915.00	\$4,915.00	\$5,511.10	\$5,511.10	\$0.00	\$5,511.10	(\$596.10)
01-2410-210-200	OFFICE OF THE PRINCIPAL	\$4,875.00	\$4,875.00	\$5,612.16	\$5,612.16	\$0.00	\$5,612.16	(\$737.16)
01-2410-210-300	OFFICE OF THE PRINCIPAL	\$5,800.00	\$5,800.00	\$5,843.50	\$5,843.50	\$0.00	\$5,843.50	(\$43.50)
01-2410-220-100	OFFICE OF THE PRINCIPAL	\$6,315.00	\$6,315.00	\$7,607.30	\$7,607.30	\$0.00	\$7,607.30	(\$1,292.30)
01-2410-220-200	OFFICE OF THE PRINCIPAL	\$6,260.00	\$6,260.00	\$7,471.94	\$7,471.94	\$0.00	\$7,471.94	(\$1,211.94)
01-2410-220-300	OFFICE OF THE PRINCIPAL	\$7,460.00	\$7,460.00	\$7,982.89	\$7,982.89	\$0.00	\$7,982.89	(\$522.89)
01-2410-230-100	OFFICE OF THE PRINCIPAL	\$22,490.00	\$22,490.00	\$24,524.83	\$24,524.83	\$0.00	\$24,524.83	(\$2,034.83)
01-2410-230-200	Health Insurance	\$16,400.00	\$16,400.00	\$17,258.75	\$17,258.75	\$0.00	\$17,258.75	(\$858.75)
01-2410-230-300	OFFICE OF THE PRINCIPAL	\$25,815.00	\$25,815.00	\$26,151.67	\$26,151.67	\$0.00	\$26,151.67	(\$336.67)
01-2410-231-000	Health Ins - Deductible	\$3,150.00	\$3,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,150.00
01-2410-290-100	OFFICE OF THE PRINCIPAL	\$160.00	\$160.00	\$191.53	\$191.53	\$0.00	\$191.53	(\$31.53)
01-2410-290-200	Other Emp Benefits	\$160.00	\$160.00	\$191.08	\$191.08	\$0.00	\$191.08	(\$31.08)
01-2410-290-300	OFFICE OF THE PRINCIPAL	\$190.00	\$190.00	\$202.62	\$202.62	\$0.00	\$202.62	(\$12.62)
01-2410-319-100	Repairs	\$360.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$360.00
01-2410-319-200	Repairs	\$365.00	\$365.00	\$0.00	\$0.00	\$0.00	\$0.00	\$365.00
01-2410-410-000	Supplies	\$0.00	\$0.00	\$2,315.04	\$2,315.04	\$0.00	\$2,315.04	(\$2,315.04)
01-2410-410-100	Supplies	\$5,000.00	\$5,000.00	\$11.08	\$11.08	\$0.00	\$11.08	\$4,988.92
01-2410-410-200	Supplies	\$5,000.00	\$5,000.00	\$100.52	\$100.52	\$0.00	\$100.52	\$4,898.48
01-2410-410-300	Supplies	\$0.00	\$0.00	\$436.23	\$436.23	\$0.00	\$436.23	(\$436.23)
01-2410-460-100	Computer Hardware	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00
01-2410-460-200	Computer Hardware	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00
01-2410-530-100	Furniture & Equipment	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
01-2410-530-200	Furniture & Equipment	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
01-2410-560-100	Computer	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00
01-2410-560-200	Computer	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00
01-2410-630-000	Principal Dues and Fees	\$0.00	\$0.00	\$704.00	\$704.00	\$0.00	\$704.00	(\$704.00)
01-2410-630-100	OFFICE OF THE PRINCIPAL	\$850.00	\$850.00	\$317.50	\$317.50	\$0.00	\$317.50	\$532.50
01-2410-630-200	Principal High School Dues and Fees	\$850.00	\$850.00	\$485.00	\$485.00	\$0.00	\$485.00	\$365.00
01-2410-630-300	Principal MS Dues & Fees	\$850.00	\$850.00	\$167.50	\$167.50	\$0.00	\$167.50	\$682.50
01-2410-670-000	Travel	\$0.00	\$0.00	\$2,766.26	\$2,766.26	\$0.00	\$2,766.26	(\$2,766.26)
01-2410-670-100	Travel	\$3,000.00	\$3,000.00	\$348.99	\$348.99	\$0.00	\$348.99	\$2,651.01
01-2410-670-200	Travel	\$3,000.00	\$3,000.00	\$207.11	\$207.11	\$0.00	\$207.11	\$2,792.89
01-2410-670-300	MS Principal Travel	\$0.00	\$0.00	\$148.70	\$148.70	\$0.00	\$148.70	(\$148.70)
01-2410-690-000	All Other	\$0.00	\$0.00	\$310.21	\$310.21	\$0.00	\$310.21	(\$310.21)
01-2410-690-100	All Other	\$2,500.00	\$2,500.00	\$91.00	\$91.00	\$0.00	\$91.00	\$2,409.00
01-2410-690-200	All Other	\$2,500.00	\$2,500.00	\$151.00	\$151.00	\$0.00	\$151.00	\$2,349.00
<b>Sub Total</b>		<b>\$345,050.00</b>	<b>\$345,050.00</b>	<b>\$351,410.24</b>	<b>\$351,410.24</b>	<b>\$0.00</b>	<b>\$351,410.24</b>	<b>(\$6,360.24)</b>

Primary Sort Element	Secondary Sort Element
01	Function:2510 - SUPPORT SERVICES- BUSINESS

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-2510-315-000	Accounting & Audit Fees	\$8,500.00	\$8,500.00	\$8,705.87	\$8,705.87	\$0.00	\$8,705.87	(\$205.87)
01-2510-316-000	Business Office Data Processing	\$20,000.00	\$20,000.00	\$10,935.62	\$10,935.62	\$0.00	\$10,935.62	\$9,064.38
01-2510-319-000	Purch Prof Tech Service	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,000.00
01-2510-327-000	Rent-leases	\$55,000.00	\$55,000.00	\$12,712.34	\$12,712.34	\$0.00	\$12,712.34	\$42,287.66
01-2510-336-000	Gas & Oil	\$2,000.00	\$2,000.00	\$2,790.37	\$2,790.37	\$0.00	\$2,790.37	(\$790.37)
01-2510-350-000	Advertising/printing	\$1,500.00	\$1,500.00	\$1,090.85	\$1,090.85	\$0.00	\$1,090.85	\$409.15
01-2510-381-000	SUPPORT SERVICES-BUSINESS	\$550.00	\$550.00	\$398.35	\$398.35	\$0.00	\$398.35	\$151.65
01-2510-382-000	Telephone	\$15,000.00	\$15,000.00	\$11,499.30	\$11,499.30	\$0.00	\$11,499.30	\$3,500.70
01-2510-383-000	Internet	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00
01-2510-410-000	Supplies	\$2,500.00	\$2,500.00	\$2,127.55	\$2,127.55	\$0.00	\$2,127.55	\$372.45
01-2510-520-000	Bldg Improvements	\$209,951.00	\$209,951.00	\$8,300.00	\$8,300.00	\$0.00	\$8,300.00	\$201,651.00
01-2510-530-000	Furn And Equip	\$2,500.00	\$2,500.00	\$3,262.97	\$3,262.97	\$0.00	\$3,262.97	(\$762.97)
01-2510-560-000	Computer	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
01-2510-630-000	Dues & Fees	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00
01-2510-660-000	Data Process	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
01-2510-690-000	Audit - All Other	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$0.00	\$1,200.00	\$300.00
<b>Sub Total</b>		<b>\$390,001.00</b>	<b>\$390,001.00</b>	<b>\$63,023.22</b>	<b>\$63,023.22</b>	<b>\$0.00</b>	<b>\$63,023.22</b>	<b>\$326,977.78</b>

Primary Sort Element	Secondary Sort Element								
01	Function:2520 - VEHICLE ACQUISITION AND MAINTENANCE OTHER THAN PUPIL TRANSPORTATION								
Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available	
01-2520-334-000	Maintenance	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
01-2520-336-000	Gas And Oil (No Students)	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
01-2520-410-000	VEHICLE ACQUISITION AND MAINTENANCE OTHER THAN PUPIL TRANSPORTATION	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	
01-2520-550-000	Vehicle Purchase	\$116,036.00	\$116,036.00	\$30,705.00	\$30,705.00	\$0.00	\$30,705.00	\$85,331.00	
<b>Sub Total</b>		<b>\$119,036.00</b>	<b>\$119,036.00</b>	<b>\$30,705.00</b>	<b>\$30,705.00</b>	<b>\$0.00</b>	<b>\$30,705.00</b>	<b>\$88,331.00</b>	

Primary Sort Element	Secondary Sort Element								
01	Function:2610 - OPERATION OF PLANT								
Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available	
01-2610-120-000	Substitutes	\$10,000.00	\$10,000.00	\$14,793.70	\$14,793.70	\$0.00	\$14,793.70	(\$4,793.70)	
01-2610-140-000	Sal-custodian	\$0.00	\$0.00	\$34,968.00	\$34,968.00	\$0.00	\$34,968.00	(\$34,968.00)	
01-2610-140-100	Cust. Salaries Elem	\$69,010.00	\$69,010.00	\$59,792.09	\$59,792.09	\$0.00	\$59,792.09	\$9,217.91	
01-2610-140-200	Cust. Salaries - hs	\$69,010.00	\$69,010.00	\$59,765.82	\$59,765.82	\$0.00	\$59,765.82	\$9,244.18	
01-2610-140-300	Cust. Salary - MS	\$69,010.00	\$69,010.00	\$59,798.16	\$59,798.16	\$0.00	\$59,798.16	\$9,211.84	
01-2610-145-100	Cust. OT - Elem	\$350.00	\$350.00	\$652.09	\$652.09	\$0.00	\$652.09	(\$302.09)	
01-2610-145-200	Cust. OT - HS	\$350.00	\$350.00	\$652.14	\$652.14	\$0.00	\$652.14	(\$302.14)	
01-2610-145-300	Cust. OT - MS	\$350.00	\$350.00	\$652.29	\$652.29	\$0.00	\$652.29	(\$302.29)	
01-2610-210-000	Social Security	\$0.00	\$0.00	\$3,676.52	\$3,676.52	\$0.00	\$3,676.52	(\$3,676.52)	
01-2610-210-100	OPERATION OF PLANT	\$5,560.00	\$5,560.00	\$4,529.86	\$4,529.86	\$0.00	\$4,529.86	\$1,030.14	
01-2610-210-200	OPERATION OF PLANT	\$5,565.00	\$5,565.00	\$4,527.79	\$4,527.79	\$0.00	\$4,527.79	\$1,037.21	
01-2610-210-300	OPERATION OF PLANT	\$5,565.00	\$5,565.00	\$4,530.31	\$4,530.31	\$0.00	\$4,530.31	\$1,034.69	
01-2610-220-000	Retirement	\$0.00	\$0.00	\$4,604.45	\$4,604.45	\$0.00	\$4,604.45	(\$4,604.45)	
01-2610-220-100	OPERATION OF PLANT	\$6,350.00	\$6,350.00	\$5,909.79	\$5,909.79	\$0.00	\$5,909.79	\$440.21	
01-2610-220-200	OPERATION OF PLANT	\$6,350.00	\$6,350.00	\$5,907.26	\$5,907.26	\$0.00	\$5,907.26	\$442.74	
01-2610-220-300	OPERATION OF PLANT	\$6,350.00	\$6,350.00	\$5,910.51	\$5,910.51	\$0.00	\$5,910.51	\$439.49	
01-2610-230-000	Health Ins	\$0.00	\$0.00	\$20,021.70	\$20,021.70	\$0.00	\$20,021.70	(\$20,021.70)	
01-2610-230-100	OPERATION OF PLANT	\$35,240.00	\$35,240.00	\$29,214.01	\$29,214.01	\$0.00	\$29,214.01	\$6,025.99	
01-2610-230-200	OPERATION OF PLANT	\$35,240.00	\$35,240.00	\$29,215.00	\$29,215.00	\$0.00	\$29,215.00	\$6,025.00	
01-2610-230-300	OPERATION OF PLANT	\$35,240.00	\$35,240.00	\$29,237.01	\$29,237.01	\$0.00	\$29,237.01	\$6,002.99	
01-2610-231-000	Health Ins - Deductible	\$1,800.00	\$1,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,800.00	
01-2610-290-000	Other Emp Benefits	\$0.00	\$0.00	\$114.72	\$114.72	\$0.00	\$114.72	(\$114.72)	
01-2610-290-100	OPERATION OF PLANT	\$180.00	\$180.00	\$145.27	\$145.27	\$0.00	\$145.27	\$34.73	
01-2610-290-200	OPERATION OF PLANT	\$180.00	\$180.00	\$145.50	\$145.50	\$0.00	\$145.50	\$34.50	
01-2610-290-300	OPERATION OF PLANT	\$180.00	\$180.00	\$145.25	\$145.25	\$0.00	\$145.25	\$34.75	
01-2610-318-000	Repairman	\$50,000.00	\$50,000.00	\$98,696.20	\$98,696.20	\$0.00	\$98,696.20	(\$48,696.20)	
01-2610-321-000	Fuel	\$50,000.00	\$50,000.00	\$38,022.03	\$38,022.03	\$0.00	\$38,022.03	\$11,977.97	
01-2610-322-000	Electricity	\$125,000.00	\$125,000.00	\$135,704.30	\$135,704.30	\$0.00	\$135,704.30	(\$10,704.30)	
01-2610-323-000	Water And Sewer	\$35,000.00	\$35,000.00	\$34,098.30	\$34,098.30	\$0.00	\$34,098.30	\$901.70	
01-2610-327-000	Rentals and Leases	\$5,500.00	\$5,500.00	\$35,631.63	\$35,631.63	\$0.00	\$35,631.63	(\$30,131.63)	
01-2610-328-000	Insurance	\$130,000.00	\$130,000.00	\$118,003.00	\$118,003.00	\$0.00	\$118,003.00	\$11,997.00	
01-2610-329-000	Other Property Services	\$1,000.00	\$1,000.00	\$658.90	\$658.90	\$0.00	\$658.90	\$341.10	
01-2610-338-000	Repairs	\$1,000.00	\$1,000.00	\$27,229.20	\$27,229.20	\$0.00	\$27,229.20	(\$26,229.20)	
01-2610-382-000	OPERATION OF PLANT	\$2,000.00	\$2,000.00	\$2,960.12	\$2,960.12	\$0.00	\$2,960.12	(\$960.12)	
01-2610-410-000	Supplies	\$70,000.00	\$70,000.00	\$74,542.28	\$74,542.28	\$0.00	\$74,542.28	(\$4,542.28)	
01-2610-465-000	OPERATION OF PLANT	\$0.00	\$0.00	\$4,052.50	\$4,052.50	\$0.00	\$4,052.50	(\$4,052.50)	
01-2610-520-000	OPERATION OF PLANT	\$427,620.00	\$427,620.00	\$0.00	\$0.00	\$0.00	\$0.00	\$427,620.00	
01-2610-530-000	Furniture & Equipment	\$15,000.00	\$15,000.00	\$13,399.09	\$13,399.09	\$4,209.93	\$17,609.02	(\$2,609.02)	
01-2610-670-000	Travel	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	
01-2610-690-000	Training and Travel	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	
<b>Sub Total</b>		<b>\$1,275,000.00</b>	<b>\$1,275,000.00</b>	<b>\$961,906.79</b>	<b>\$961,906.79</b>	<b>\$4,209.93</b>	<b>\$966,116.72</b>	<b>\$308,883.28</b>	

Primary Sort Element	Secondary Sort Element								
01	Function:2750 - PUPIL TRANSPORTATION								
Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available	
01-2750-120-000	Substitutes	\$21,000.00	\$21,000.00	\$14,673.72	\$14,673.72	\$0.00	\$14,673.72	\$6,326.28	
01-2750-140-000	Sal-bus Driver	\$0.00	\$0.00	\$7,171.62	\$7,171.62	\$0.00	\$7,171.62	(\$7,171.62)	
01-2750-140-100	Sal Bus Driver - Elem	\$53,305.00	\$53,305.00	\$57,291.90	\$57,291.90	\$0.00	\$57,291.90	(\$3,986.90)	
01-2750-140-200	Sal Bus Driver - HS	\$53,305.00	\$53,305.00	\$54,060.30	\$54,060.30	\$0.00	\$54,060.30	(\$755.30)	
01-2750-140-300	Sal Bus Driver - MS	\$53,305.00	\$53,305.00	\$49,213.10	\$49,213.10	\$0.00	\$49,213.10	\$4,091.90	
01-2750-141-000	Activity Driving	\$20,000.00	\$20,000.00	\$19,369.00	\$19,369.00	\$0.00	\$19,369.00	\$631.00	
01-2750-160-000	Poverty - Town Drop	\$7,250.00	\$7,250.00	\$8,573.80	\$8,573.80	\$0.00	\$8,573.80	(\$1,323.80)	
01-2750-210-000	Social Security	\$0.00	\$0.00	\$3,763.78	\$3,763.78	\$0.00	\$3,763.78	(\$3,763.78)	
01-2750-210-100	PUPIL TRANSPORTATION	\$5,680.00	\$5,680.00	\$4,217.87	\$4,217.87	\$0.00	\$4,217.87	\$1,462.13	
01-2750-210-200	PUPIL TRANSPORTATION	\$5,680.00	\$5,680.00	\$3,973.19	\$3,973.19	\$0.00	\$3,973.19	\$1,706.81	
01-2750-210-300	PUPIL TRANSPORTATION	\$5,680.00	\$5,680.00	\$3,648.88	\$3,648.88	\$0.00	\$3,648.88	\$2,031.12	
01-2750-220-000	Retirement	\$0.00	\$0.00	\$1,336.67	\$1,336.67	\$0.00	\$1,336.67	(\$1,336.67)	
01-2750-220-100	PUPIL TRANSPORTATION	\$4,810.00	\$4,810.00	\$5,067.74	\$5,067.74	\$0.00	\$5,067.74	(\$257.74)	
01-2750-220-200	PUPIL TRANSPORTATION	\$4,810.00	\$4,810.00	\$5,062.71	\$5,062.71	\$0.00	\$5,062.71	(\$252.71)	
01-2750-220-300	PUPIL TRANSPORTATION	\$4,810.00	\$4,810.00	\$4,582.84	\$4,582.84	\$0.00	\$4,582.84	\$227.16	
01-2750-230-000	Health Ins	\$0.00	\$0.00	\$680.86	\$680.86	\$0.00	\$680.86	(\$680.86)	
01-2750-230-100	PUPIL TRANSPORTATION	\$2,350.00	\$2,350.00	\$2,346.72	\$2,346.72	\$0.00	\$2,346.72	\$3.28	
01-2750-230-200	PUPIL TRANSPORTATION	\$2,350.00	\$2,350.00	\$2,346.60	\$2,346.60	\$0.00	\$2,346.60	\$3.40	
01-2750-230-300	PUPIL TRANSPORTATION	\$2,350.00	\$2,350.00	\$2,347.32	\$2,347.32	\$0.00	\$2,347.32	\$2.68	
01-2750-231-000	Health Ins - Deductible	\$450.00	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450.00	
01-2750-290-000	Other Emp Benefits	\$0.00	\$0.00	\$3,626.23	\$3,626.23	\$0.00	\$3,626.23	(\$3,626.23)	
01-2750-290-100	PUPIL TRANSPORTATION	\$50.00	\$50.00	\$43.80	\$43.80	\$0.00	\$43.80	\$6.20	
01-2750-290-200	PUPIL TRANSPORTATION	\$50.00	\$50.00	\$43.68	\$43.68	\$0.00	\$43.68	\$6.32	
01-2750-290-300	PUPIL TRANSPORTATION	\$50.00	\$50.00	\$43.80	\$43.80	\$0.00	\$43.80	\$6.20	
01-2750-336-000	Gas And Oil (Students)	\$50,000.00	\$50,000.00	\$47,040.52	\$47,040.52	\$0.00	\$47,040.52	\$2,959.48	
01-2750-337-000	Tires And Parts	\$25,000.00	\$25,000.00	\$34,218.50	\$34,218.50	\$437.14	\$34,655.64	(\$9,655.64)	
01-2750-338-000	Bus Repairs	\$15,000.00	\$15,000.00	\$7,653.10	\$7,653.10	\$1,103.00	\$8,756.10	(\$6,243.90)	
01-2750-342-000	Telephone	\$0.00	\$0.00	\$37.16	\$37.16	\$0.00	\$37.16	(\$37.16)	
01-2750-410-000	Pupil Trans Supplies	\$3,000.00	\$3,000.00	\$3,440.58	\$3,440.58	\$41.76	\$3,482.34	(\$482.34)	
01-2750-460-000	TRANS- Computer Hardware (<\$5k)	\$1,000.00	\$1,000.00	\$199.26	\$199.26	\$0.00	\$199.26	\$800.74	
01-2750-465-000	TRANS-Software	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	
01-2750-530-000	PUPIL TRANSPORTATION	\$5,000.00	\$5,000.00	\$7,633.25	\$7,633.25	\$0.00	\$7,633.25	(\$2,633.25)	
01-2750-540-000	Bus Acquisition	\$139,715.00	\$139,715.00	\$78,900.00	\$78,900.00	\$0.00	\$78,900.00	\$60,815.00	
01-2750-630-000	PUPIL TRANSPORTATION	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	
01-2750-670-000	Travel	\$1,000.00	\$1,000.00	\$413.89	\$413.89	\$0.00	\$413.89	\$586.11	
01-2750-690-000	Other Misc	\$7,500.00	\$7,500.00	\$7,630.50	\$7,630.50	\$2,008.46	\$9,638.96	(\$2,138.96)	
<b>Sub Total</b>		<b>\$500,000.00</b>	<b>\$500,000.00</b>	<b>\$440,652.89</b>	<b>\$440,652.89</b>	<b>\$3,590.36</b>	<b>\$444,243.25</b>	<b>\$55,756.75</b>	

Primary Sort Element	Secondary Sort Element								
01	Function:2760 - SCHOOL AGE SPECIAL EDUCATION PUPIL TRANSPORTATION								

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-2760-120-000	Substitutes	\$1,000.00	\$1,000.00	\$17.50	\$17.50	\$0.00	\$17.50	\$982.50
01-2760-140-000	Salary-spced Driver	\$0.00	\$0.00	\$107.30	\$107.30	\$0.00	\$107.30	(\$107.30)
01-2760-140-100	Sal SPED Driver -elem	\$1,600.00	\$1,600.00	\$1,325.00	\$1,325.00	\$0.00	\$1,325.00	\$275.00
01-2760-140-200	Sal SPED Dr - HS	\$1,600.00	\$1,600.00	\$1,324.87	\$1,324.87	\$0.00	\$1,324.87	\$275.13
01-2760-140-300	Salary Sped Dr - MS	\$1,600.00	\$1,600.00	\$1,322.41	\$1,322.41	\$0.00	\$1,322.41	\$277.59
01-2760-210-000	Sped Social Security	\$0.00	\$0.00	\$9.49	\$9.49	\$0.00	\$9.49	(\$9.49)
01-2760-210-100	SCHOOL AGE SPECIAL EDUCATION PUPIL TRANSPORTATION	\$150.00	\$150.00	\$95.14	\$95.14	\$0.00	\$95.14	\$54.86
01-2760-210-200	SCHOOL AGE SPECIAL EDUCATION PUPIL TRANSPORTATION	\$150.00	\$150.00	\$95.19	\$95.19	\$0.00	\$95.19	\$54.81
01-2760-210-300	SCHOOL AGE SPECIAL EDUCATION PUPIL TRANSPORTATION	\$150.00	\$150.00	\$94.97	\$94.97	\$0.00	\$94.97	\$55.03
01-2760-220-000	Sped Retirement	\$0.00	\$0.00	\$10.60	\$10.60	\$0.00	\$10.60	(\$10.60)
01-2760-220-100	SCHOOL AGE SPECIAL EDUCATION PUPIL TRANSPORTATION	\$200.00	\$200.00	\$130.85	\$130.85	\$0.00	\$130.85	\$69.15
01-2760-220-200	SCHOOL AGE SPECIAL EDUCATION PUPIL TRANSPORTATION	\$200.00	\$200.00	\$130.92	\$130.92	\$0.00	\$130.92	\$69.08
01-2760-220-300	SCHOOL AGE SPECIAL EDUCATION PUPIL TRANSPORTATION	\$200.00	\$200.00	\$130.58	\$130.58	\$0.00	\$130.58	\$69.42
01-2760-230-100	SCHOOL AGE SPECIAL EDUCATION PUPIL TRANSPORTATION	\$50.00	\$50.00	\$6.55	\$6.55	\$0.00	\$6.55	\$43.45
01-2760-230-200	SCHOOL AGE SPECIAL EDUCATION PUPIL TRANSPORTATION	\$50.00	\$50.00	\$6.55	\$6.55	\$0.00	\$6.55	\$43.45
01-2760-230-300	SCHOOL AGE SPECIAL EDUCATION PUPIL TRANSPORTATION	\$50.00	\$50.00	\$6.56	\$6.56	\$0.00	\$6.56	\$43.44
01-2760-290-000	Other Emp Benefits	\$15.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.00
01-2760-332-000	Mill To Parents Sp Ed Reg	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
01-2760-336-000	SCHOOL AGE SPECIAL EDUCATION PUPIL TRANSPORTATION	\$2,500.00	\$2,500.00	\$961.35	\$961.35	\$0.00	\$961.35	\$1,538.65
01-2760-338-000	SCHOOL AGE SPECIAL EDUCATION PUPIL TRANSPORTATION	\$7,500.00	\$7,500.00	\$29.40	\$29.40	\$0.00	\$29.40	\$7,470.60
01-2760-339-000	other trans. services	\$5,485.00	\$5,485.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,485.00
01-2760-460-000	Computer Hardware (<\$5k)	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
<b>Sub Total</b>		<b>\$25,000.00</b>	<b>\$25,000.00</b>	<b>\$5,805.23</b>	<b>\$5,805.23</b>	<b>\$0.00</b>	<b>\$5,805.23</b>	<b>\$19,194.77</b>

**Primary Sort Element** 01 **Secondary Sort Element** Function:4202 - TITLE I-INSTRUCTIONAL

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-4202-110-000	Title I - Salary	\$63,500.00	\$63,500.00	\$63,563.73	\$63,563.73	\$0.00	\$63,563.73	(\$63.73)
01-4202-112-000	Title I - RTI Stipend	\$2,600.00	\$2,600.00	\$2,599.20	\$2,599.20	\$0.00	\$2,599.20	\$0.80
01-4202-120-000	Title I - Substitute	\$2,500.00	\$2,500.00	\$1,945.26	\$1,945.26	\$0.00	\$1,945.26	\$554.74
01-4202-130-000	Staff Development - Title Allocations	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
01-4202-140-000	Title I - Para Salary	\$14,050.00	\$14,050.00	\$14,047.61	\$14,047.61	\$0.00	\$14,047.61	\$2.39
01-4202-145-000	Title Aide OT	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
01-4202-210-000	Title I - Social Security	\$6,395.00	\$6,395.00	\$6,164.64	\$6,164.64	\$0.00	\$6,164.64	\$230.36
01-4202-220-000	Title I - Retirement	\$7,915.00	\$7,915.00	\$7,954.48	\$7,954.48	\$0.00	\$7,954.48	(\$39.48)
01-4202-230-000	Title I - Health Insurance	\$19,575.00	\$19,575.00	\$20,290.82	\$20,290.82	\$0.00	\$20,290.82	(\$715.82)
01-4202-231-000	Title I - Health Ins. Deduct.	\$900.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900.00
01-4202-290-000	Title I - Income Protection	\$205.00	\$205.00	\$203.52	\$203.52	\$0.00	\$203.52	\$1.48
01-4202-410-000	Title I - Supplies	\$1,500.00	\$1,500.00	\$14.97	\$14.97	\$0.00	\$14.97	\$1,485.03
01-4202-420-000	Title I - Textbooks	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
01-4202-460-000	Title I - Hardware	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
01-4202-530-000	Title I-Furniture & Equipment	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-4202-630-000	TITLE I-INSTRUCTIONAL	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
01-4202-670-200	Title 1-Instructional	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
01-4202-670-300	Title 1-Instructional	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00
01-4202-690-000	Other - PD	\$500.00	\$500.00	\$1,068.00	\$1,068.00	\$0.00	\$1,068.00	(\$568.00)
<b>Sub Total</b>		<b>\$127,640.00</b>	<b>\$127,640.00</b>	<b>\$117,852.23</b>	<b>\$117,852.23</b>	<b>\$0.00</b>	<b>\$117,852.23</b>	<b>\$9,787.77</b>

**Primary Sort Element** 01 **Secondary Sort Element** Function:4213 - TITLE I - SCHOOL IMPROVEMENT

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-4213-410-000	Title I Acct - Supplies	\$0.00	\$0.00	\$1,447.69	\$1,447.69	\$0.00	\$1,447.69	(\$1,447.69)
01-4213-690-000	Title I Acct - Other Expenses (Trai	\$5,000.00	\$5,000.00	\$1,905.07	\$1,905.07	\$0.00	\$1,905.07	\$3,094.93
<b>Sub Total</b>		<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$3,352.76</b>	<b>\$3,352.76</b>	<b>\$0.00</b>	<b>\$3,352.76</b>	<b>\$1,647.24</b>

**Primary Sort Element** 01 **Secondary Sort Element** Function:4404 - IDEA PART B (611) BASE ALLOCATION - BIRTH THROUGH AGE FOUR

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-4404-300-000	IDEA PART B (611) BASE ALLOCATION - BIRTH THROUGH AGE FOUR	\$32,860.00	\$32,860.00	\$57,325.84	\$57,325.84	\$0.00	\$57,325.84	(\$24,465.84)
<b>Sub Total</b>		<b>\$32,860.00</b>	<b>\$32,860.00</b>	<b>\$57,325.84</b>	<b>\$57,325.84</b>	<b>\$0.00</b>	<b>\$57,325.84</b>	<b>(\$24,465.84)</b>

**Primary Sort Element** 01 **Secondary Sort Element** Function:4406 - SPED IDEA PRESCHOOL

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-4406-300-000	SPED IDEA PRESCHOOL- Purch Svces	\$4,500.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,500.00
<b>Sub Total</b>		<b>\$4,500.00</b>	<b>\$4,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,500.00</b>

**Primary Sort Element** 01 **Secondary Sort Element** Function:5000 - DEBT SERVICES

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-5000-610-000	Debt Service	\$250,000.00	\$250,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00
<b>Sub Total</b>		<b>\$250,000.00</b>	<b>\$250,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$250,000.00</b>

**Primary Sort Element** 01 **Secondary Sort Element** Function:6000 - SUMMER SCHOOL

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-6000-110-000	Summer-dr.ed. Salary	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00
01-6000-210-000	Summer-dr.ed. Social Security	\$1,150.00	\$1,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150.00
01-6000-220-000	Summer-dr.ed.-teacher Retirem	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00
01-6000-336-000	Dr. Ed.-gas & Oil	\$1,850.00	\$1,850.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,850.00
01-6000-410-000	Dr. Ed.-supplies	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
<b>Sub Total</b>		<b>\$20,000.00</b>	<b>\$20,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$20,000.00</b>

**Primary Sort Element** 01 **Secondary Sort Element** Function:7820 - VOCATIONAL EDUCATION

Account Code	Description	Adopted Budget	Current Budget	Actuals	YTD Actuals	Encumbrance	Projected	YTD Available
01-7820-110-000	Sal-ad Ed Voc Ed	\$3,500.00	\$3,500.00	\$550.00	\$550.00	\$0.00	\$550.00	\$2,950.00
01-7820-210-000	Social Security	\$275.00	\$275.00	\$41.85	\$41.85	\$0.00	\$41.85	\$233.15
01-7820-220-000	Retirement	\$350.00	\$350.00	\$54.34	\$54.34	\$0.00	\$54.34	\$295.66
01-7820-230-000	Health	\$0.00	\$0.00	\$60.25	\$60.25	\$0.00	\$60.25	(\$60.25)
01-7820-410-000	Supplies	\$437.50	\$437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$437.50
01-7820-460-000	Hardware	\$437.50	\$437.50	\$0.00	\$0.00	\$0.00	\$0.00	\$437.50

<b>Sub Total</b>		<b>\$5,000.00</b>	<b>\$5,000.00</b>	<b>\$706.44</b>	<b>\$706.44</b>	<b>\$0.00</b>	<b>\$706.44</b>	<b>\$4,293.56</b>
<b>Primary Sort Element</b>	<b>Secondary Sort Element</b>							
01	Function:8000 - TRANSFERS (OUTGOING)							
<b>Account Code</b>	<b>Description</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>YTD Actuals</b>	<b>Encumbrance</b>	<b>Projected</b>	<b>YTD Available</b>
01-8000-000-000	TRANSFERS (OUTGOING)	\$100,000.00	\$100,000.00	\$3,883.65	\$3,883.65	\$0.00	\$3,883.65	\$96,116.35
01-8000-755-000	Transfer - General Fund	\$0.00	\$0.00	\$4,993.24	\$4,993.24	\$0.00	\$4,993.24	(\$4,993.24)
<b>Sub Total</b>		<b>\$100,000.00</b>	<b>\$100,000.00</b>	<b>\$8,876.89</b>	<b>\$8,876.89</b>	<b>\$0.00</b>	<b>\$8,876.89</b>	<b>\$91,123.11</b>
<b>Primary Sort Element</b>	<b>Secondary Sort Element</b>							
01	Function:9000 - NON-PROGRAM EXPENDITURES							
<b>Account Code</b>	<b>Description</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>YTD Actuals</b>	<b>Encumbrance</b>	<b>Projected</b>	<b>YTD Available</b>
01-9000-000-000	NON-PROGRAM EXPENDITURES	\$0.00	\$0.00	\$107,126.50	\$107,126.50	\$0.00	\$107,126.50	(\$107,126.50)
<b>Sub Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$107,126.50</b>	<b>\$107,126.50</b>	<b>\$0.00</b>	<b>\$107,126.50</b>	<b>(\$107,126.50)</b>
<b>Primary Sort Element</b>	<b>Secondary Sort Element</b>							
01	Function:9999 - Clearing							
<b>Account Code</b>	<b>Description</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>YTD Actuals</b>	<b>Encumbrance</b>	<b>Projected</b>	<b>YTD Available</b>
01-9999-000-000	Necessary Cash Reserve	\$900,000.00	\$900,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900,000.00
<b>Sub Total</b>		<b>\$900,000.00</b>	<b>\$900,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$900,000.00</b>
<b>Primary Sort Element</b>	<b>Secondary Sort Element</b>							
10	Function:9000 - NON-PROGRAM EXPENDITURES							
<b>Account Code</b>	<b>Description</b>	<b>Adopted Budget</b>	<b>Current Budget</b>	<b>Actuals</b>	<b>YTD Actuals</b>	<b>Encumbrance</b>	<b>Projected</b>	<b>YTD Available</b>
10-9000-000-000	NON-PROGRAM EXPENDITURES	\$0.00	\$0.00	\$503,946.34	\$503,946.34	\$0.00	\$503,946.34	(\$503,946.34)
10-9000-200-000	NON-PROGRAM EXPENDITURES	\$0.00	\$0.00	\$120.00	\$120.00	\$0.00	\$120.00	(\$120.00)
<b>Sub Total</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$504,066.34</b>	<b>\$504,066.34</b>	<b>\$0.00</b>	<b>\$504,066.34</b>	<b>(\$504,066.34)</b>
<b>Grand Total</b>		<b>\$9,999,086.00</b>	<b>\$9,999,086.00</b>	<b>\$8,364,057.18</b>	<b>\$8,364,057.18</b>	<b>\$46,685.87</b>	<b>\$8,410,743.05</b>	<b>\$1,588,342.95</b>

15.88%

**August 2018 Activity Bills**

Fund	Account Code	Account Name	Beginning Balance	Activity DR	Activity CR	Ending Balance	
09	09-9001	CCHS Athletics	(\$14.27)	\$119.41	\$2,110.60	\$1,976.92	
Transacti	Transaction	Source Document	Source Entity	Comment	Transaction	Transaction CR	Running Balance
7/11/2018	00015867	AP Voucher: ACT07112018	Vendor: Hauff Sports	Expenditure For Invoice=33198; Type=Direct; Vendor=Hauff Sports	\$119.41	\$0.00	\$105.14
7/25/2018	00015886	Batch: 1546	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1546-Receipt No.: 00004	\$0.00	\$2,110.60	(\$2,124.87)
Fund	Account Code	Account Name	Beginning Balance	Activity DR	Activity CR	Ending Balance	
09	09-9002	CCHS Softball	(\$2,351.20)	\$592.95	\$0.00	(\$2,944.15)	
Transacti	Transaction	Source Document	Source Entity	Comment	Transaction	Transaction CR	Running Balance
7/30/2018	00015904	AP Voucher: ACT07302018	Vendor: Hauff Sporting Goods	Expenditure For Invoice=33220/33201; Type=Direct; Vendor=Hauff Sporting Goods	\$592.95	\$0.00	(\$1,758.25)
Fund	Account Code	Account Name	Beginning Balance	Activity DR	Activity CR	Ending Balance	
09	09-9003	CCHS Football	(\$8,356.70)	\$2,200.79	\$2,100.00	(\$8,457.49)	
Transacti	Transaction	Source Document	Source Entity	Comment	Transaction	Transaction CR	Running Balance
7/11/2018	00015867	AP Voucher: ACT07112018	Vendor: Hauff Sporting Goods	Expenditure For Invoice=33077; Type=Direct; Vendor=Hauff Sporting Goods	\$2,200.79	\$0.00	(\$6,155.91)
7/25/2018	00015886	Batch: 1546	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1546-Receipt No.: 00001	\$0.00	\$2,100.00	(\$10,456.70)
Fund	Account Code	Account Name	Beginning Balance	Activity DR	Activity CR	Ending Balance	
09	09-9006	CCHS Basketball-Girls	(\$889.68)	\$14.00	\$515.00	(\$388.68)	
Transacti	Transaction	Source Document	Source Entity	Comment	Transaction	Transaction CR	Running Balance
7/11/2018	00015867	AP Voucher: ACT07112018	Vendor: E-470 Public Highway Authority	Expenditure For Invoice=2039368845; Type=Direct; Vendor=E-470 Public Highway Authority	\$14.00	\$0.00	(\$875.68)
7/25/2018	00015885	Batch: 1545	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1545-Receipt No.: 00001	\$0.00	\$515.00	(\$1,404.68)
Fund	Account Code	Account Name	Beginning Balance	Activity DR	Activity CR	Ending Balance	
09	09-9007	CCHS Basketball-Boys	(\$600.06)	\$0.00	\$515.00	(\$85.06)	
Transacti	Transaction	Source Document	Source Entity	Comment	Transaction	Transaction CR	Running Balance
7/25/2018	00015885	Batch: 1545	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1545-Receipt No.: 00002	\$0.00	\$515.00	(\$1,115.06)
Fund	Account Code	Account Name	Beginning Balance	Activity DR	Activity CR	Ending Balance	
09	09-9009	CCHS Track-Girls	(\$3,020.29)	\$281.52	\$0.00	(\$3,301.81)	
Transacti	Transaction	Source Document	Source Entity	Comment	Transaction	Transaction CR	Running Balance
7/11/2018	00015867	AP Voucher: ACT07112018	Vendor: Hauff Sports	Expenditure For Invoice=26668; Type=Direct; Vendor=Hauff Sports	\$115.19	\$0.00	(\$2,905.10)
7/30/2018	00015904	AP Voucher: ACT07302018	Vendor: Hauff Sporting Goods	Expenditure For Invoice=33220/33201; Type=Direct; Vendor=Hauff Sporting Goods	\$166.33	\$0.00	(\$2,853.96)
Fund	Account Code	Account Name	Beginning Balance	Activity DR	Activity CR	Ending Balance	
09	09-901	Cash Account	\$300,826.63	\$8,674.10	\$5,102.07	\$304,398.66	
Transacti	Transaction	Source Document	Source Entity	Comment	Transaction	Transaction CR	Running Balance
7/30/2018	00015905	AP Voucher: ACT07302018		Disbursement for Voucher: ACT07302018; Fund=09	\$0.00	\$1,925.80	\$298,900.83
7/25/2018	00015885	Batch: 1545	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1545-Receipt No.: 00001	\$515.00	\$0.00	\$301,341.63
7/11/2018	00015868	AP Voucher: ACT07112018		Disbursement for Voucher: ACT07112018; Fund=09	\$0.00	\$3,176.27	\$297,650.36
7/25/2018	00015886	Batch: 1546	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1546-Receipt No.: 00001	\$2,100.00	\$0.00	\$302,926.63
7/25/2018	00015886	Batch: 1546	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1546-Receipt No.: 00002	\$1,074.80	\$0.00	\$304,001.43

7/25/2018	00015885	Batch: 1545	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1545-Receipt No. : 00002	\$515.00	\$0.00	\$301,341.63
7/25/2018	00015886	Batch: 1546	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1546-Receipt No. : 00003	\$48.00	\$0.00	\$300,874.63
7/25/2018	00015886	Batch: 1546	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1546-Receipt No. : 00004	\$2,110.60	\$0.00	\$302,937.23
7/25/2018	00015887	Batch: 1547	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1547-Receipt No. : 00001	\$410.00	\$0.00	\$303,347.23
7/25/2018	00015888	Batch: 1548	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1548-Receipt No. : 00001	\$1,348.13	\$0.00	\$302,174.76
7/25/2018	00015889	Batch: 1549	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1549-Receipt No. : 00001	\$132.57	\$0.00	\$300,959.20
7/25/2018	00015889	Batch: 1549	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1549-Receipt No. : 00002	\$390.00	\$0.00	\$301,216.63
7/25/2018	00015890	Batch: 1550	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1550-Receipt No. : 00001	\$30.00	\$0.00	\$300,856.63
<b>Fund</b>	<b>Account Code</b>	<b>Account Name</b>	<b>Beginning Balance</b>	<b>Activity DR</b>	<b>Activity CR</b>	<b>Ending Balance</b>	
09	09-9010	CCHS Track-Boys	(\$1,648.30)	\$281.52	\$0.00	(\$1,929.82)	
<b>Transacti</b>	<b>Transaction</b>	<b>Source Document</b>	<b>Source Entity</b>	<b>Comment</b>	<b>Transaction</b>	<b>Transaction CR</b>	<b>Running Balance</b>
7/11/2018	00015867	AP Voucher: ACT07112018	Vendor: Hauff Sports	Expenditure For Invoice=26668; Type=Direct; Vendor=Hauff Sports	\$115.19	\$0.00	(\$1,533.11)
7/30/2018	00015904	AP Voucher: ACT07302018	Vendor: Hauff Sporting Goods	Expenditure For Invoice=33220/33201; Type=Direct; Vendor=Hauff Sporting Goods	\$166.33	\$0.00	(\$1,481.97)
<b>Fund</b>	<b>Account Code</b>	<b>Account Name</b>	<b>Beginning Balance</b>	<b>Activity DR</b>	<b>Activity CR</b>	<b>Ending Balance</b>	
09	09-9018	JH Track-Girls	(\$505.03)	\$281.53	\$0.00	(\$786.56)	
<b>Transacti</b>	<b>Transaction</b>	<b>Source Document</b>	<b>Source Entity</b>	<b>Comment</b>	<b>Transaction</b>	<b>Transaction CR</b>	<b>Running Balance</b>
7/30/2018	00015904	AP Voucher: ACT07302018	Vendor: Hauff Sporting Goods	Expenditure For Invoice=33220/33201; Type=Direct; Vendor=Hauff Sporting Goods	\$166.34	\$0.00	(\$338.69)
7/11/2018	00015867	AP Voucher: ACT07112018	Vendor: Hauff Sports	Expenditure For Invoice=26668; Type=Direct; Vendor=Hauff Sports	\$115.19	\$0.00	(\$389.84)
<b>Fund</b>	<b>Account Code</b>	<b>Account Name</b>	<b>Beginning Balance</b>	<b>Activity DR</b>	<b>Activity CR</b>	<b>Ending Balance</b>	
09	09-9019	JH Track-Boys	(\$505.03)	\$281.54	\$0.00	(\$786.57)	
<b>Transacti</b>	<b>Transaction</b>	<b>Source Document</b>	<b>Source Entity</b>	<b>Comment</b>	<b>Transaction</b>	<b>Transaction CR</b>	<b>Running Balance</b>
7/11/2018	00015867	AP Voucher: ACT07112018	Vendor: Hauff Sports	Expenditure For Invoice=26668; Type=Direct; Vendor=Hauff Sports	\$115.20	\$0.00	(\$389.83)
7/30/2018	00015904	AP Voucher: ACT07302018	Vendor: Hauff Sporting Goods	Expenditure For Invoice=33220/33201; Type=Direct; Vendor=Hauff Sporting Goods	\$166.34	\$0.00	(\$338.69)
<b>Fund</b>	<b>Account Code</b>	<b>Account Name</b>	<b>Beginning Balance</b>	<b>Activity DR</b>	<b>Activity CR</b>	<b>Ending Balance</b>	
09	09-9101	CCHS Annual	(\$290.14)	\$0.00	\$522.57	\$232.43	
<b>Transacti</b>	<b>Transaction</b>	<b>Source Document</b>	<b>Source Entity</b>	<b>Comment</b>	<b>Transaction</b>	<b>Transaction CR</b>	<b>Running Balance</b>
7/25/2018	00015889	Batch: 1549	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1549-Receipt No. : 00002	\$0.00	\$390.00	(\$680.14)
7/25/2018	00015889	Batch: 1549	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1549-Receipt No. : 00001	\$0.00	\$132.57	(\$422.71)
<b>Fund</b>	<b>Account Code</b>	<b>Account Name</b>	<b>Beginning Balance</b>	<b>Activity DR</b>	<b>Activity CR</b>	<b>Ending Balance</b>	
09	09-9107	Technology	\$5,042.00	\$0.00	\$440.00	\$5,482.00	
<b>Transacti</b>	<b>Transaction</b>	<b>Source Document</b>	<b>Source Entity</b>	<b>Comment</b>	<b>Transaction</b>	<b>Transaction CR</b>	<b>Running Balance</b>
7/25/2018	00015890	Batch: 1550	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1550-Receipt No. : 00001	\$0.00	\$30.00	\$5,012.00
7/25/2018	00015887	Batch: 1547	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1547-Receipt No. : 00001	\$0.00	\$410.00	\$4,632.00
<b>Fund</b>	<b>Account Code</b>	<b>Account Name</b>	<b>Beginning Balance</b>	<b>Activity DR</b>	<b>Activity CR</b>	<b>Ending Balance</b>	
09	09-9200	FBLA	\$872.69	\$0.00	\$1,348.13	\$2,220.82	
<b>Transacti</b>	<b>Transaction</b>	<b>Source Document</b>	<b>Source Entity</b>	<b>Comment</b>	<b>Transaction</b>	<b>Transaction CR</b>	<b>Running Balance</b>
7/25/2018	00015888	Batch: 1548	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1548-Receipt No. : 00001	\$0.00	\$1,348.13	(\$475.44)

<b>Fund</b>	<b>Account Code</b>	<b>Account Name</b>	<b>Beginning Balance</b>	<b>Activity DR</b>	<b>Activity CR</b>	<b>Ending Balance</b>	
09	09-9205	FCCLA	(\$1,787.50)	\$0.00	\$1,074.80	(\$712.70)	
<b>Transacti</b>	<b>Transaction</b>	<b>Source Document</b>	<b>Source Entity</b>	<b>Comment</b>	<b>Transaction</b>	<b>Transaction CR</b>	<b>Running Balance</b>
7/25/2018	00015886	Batch: 1546	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1546; Receipt No.: 00002	\$0.00	\$1,074.80	(\$2,862.30)
<b>Fund</b>	<b>Account Code</b>	<b>Account Name</b>	<b>Beginning Balance</b>	<b>Activity DR</b>	<b>Activity CR</b>	<b>Ending Balance</b>	
09	09-9210	FFA	\$3,726.28	\$741.84	\$0.00	\$2,984.44	
<b>Transacti</b>	<b>Transaction</b>	<b>Source Document</b>	<b>Source Entity</b>	<b>Comment</b>	<b>Transaction</b>	<b>Transaction CR</b>	<b>Running Balance</b>
7/11/2018	00015867	AP Voucher: ACT07112018	Vendor: AgEdToolbox	Expenditure For Invoice=20426; Type=Direct; Vendor=AgEdToolbox	\$150.00	\$0.00	\$3,876.28
7/11/2018	00015867	AP Voucher: ACT07112018	Employee: Vlasin, Jerimiah J	Expenditure For Invoice=PEV07052018; Type=Employee; Vendor=Vlasin, Jerimiah J	\$154.93	\$0.00	\$4,031.21
7/11/2018	00015867	AP Voucher: ACT07112018	Vendor: Katelyn Leibhart	Expenditure For Invoice=PEV05292018; Type=Direct; Vendor=Katelyn Leibhart	\$76.37	\$0.00	\$4,107.58
7/30/2018	00015904	AP Voucher: ACT07302018	Employee: Speck, Jason L	Expenditure For Invoice=PEV07182018; Type=Employee; Vendor=Speck, Jason L	\$360.54	\$0.00	\$4,086.82
<b>Fund</b>	<b>Account Code</b>	<b>Account Name</b>	<b>Beginning Balance</b>	<b>Activity DR</b>	<b>Activity CR</b>	<b>Ending Balance</b>	
09	09-9211	FFA-Sponsors	(\$1,343.60)	\$306.97	\$0.00	(\$1,650.57)	
<b>Transacti</b>	<b>Transaction</b>	<b>Source Document</b>	<b>Source Entity</b>	<b>Comment</b>	<b>Transaction</b>	<b>Transaction CR</b>	<b>Running Balance</b>
7/30/2018	00015904	AP Voucher: ACT07302018	Employee: Speck, Jason L	Expenditure For Invoice=PEV07182018; Type=Employee; Vendor=Speck, Jason L	\$306.97	\$0.00	(\$1,036.63)
<b>Fund</b>	<b>Account Code</b>	<b>Account Name</b>	<b>Beginning Balance</b>	<b>Activity DR</b>	<b>Activity CR</b>	<b>Ending Balance</b>	
09	09-9305	Band	(\$1,763.52)	\$0.00	\$48.00	(\$1,715.52)	
<b>Transacti</b>	<b>Transaction</b>	<b>Source Document</b>	<b>Source Entity</b>	<b>Comment</b>	<b>Transaction</b>	<b>Transaction CR</b>	<b>Running Balance</b>
7/25/2018	00015886	Batch: 1546	Customer: CCS Activity	Approve Cash Receipts Batch; Batch No.: 1546; Receipt No.: 00003	\$0.00	\$48.00	(\$1,811.52)
<b>Fund</b>	<b>Account Code</b>	<b>Account Name</b>	<b>Beginning Balance</b>	<b>Activity DR</b>	<b>Activity CR</b>	<b>Ending Balance</b>	
09	09-931	Payable Account	\$0.00	\$5,102.07	\$5,102.07	\$0.00	
<b>Transacti</b>	<b>Transaction</b>	<b>Source Document</b>	<b>Source Entity</b>	<b>Comment</b>	<b>Transaction</b>	<b>Transaction CR</b>	<b>Running Balance</b>
7/30/2018	00015904	AP Voucher: ACT07302018		AP Liability For Approve Voucher =	\$0.00	\$1,925.80	(\$1,925.80)
7/11/2018	00015868	AP Voucher: ACT07112018		Disbursement for Voucher: ACT07112018; Fund=09	\$3,176.27	\$0.00	\$3,176.27
7/30/2018	00015905	AP Voucher: ACT07302018		Disbursement for Voucher: ACT07302018; Fund=09	\$1,925.80	\$0.00	\$1,925.80
7/11/2018	00015867	AP Voucher: ACT07112018		AP Liability For Approve Voucher =	\$0.00	\$3,176.27	(\$3,176.27)







# August General Board Bills

Invoice(s)	Invoice	Submit Date	Payment Vendor	Comment	Invoice Amount
07132018	Direct	07/20/2018	Black Hills Energy	Gas usage from 6/7-7/10 for 520 E 9th and 1110 Shorthorn St	\$548.27
73018	Direct	07/30/2018	Imperial Country Ford	New Van	\$30,705.00
T14367	Direct	07/30/2018	Cornhusker International Trucks, Inc.	New Bus	\$78,900.00
CR07132018	Credit Memo	07/20/2018	Black Hills Energy	Credits on 1110 Shorthorn St gas usage from shutting gas off at 1001 Park St	(\$327.31)
20168	Direct	07/20/2018	Brico Pest Control	Regular Service charges	\$50.00
4012951-0	Regular	07/20/2018	Brown & Saenger	premium copier paper, grn and org copier paper (and liftgate to ground delivery)	\$3,376.04
31267	Direct	07/20/2018	BTS of North Platte, Inc.	POE Adapters for Bus Barn phone	\$37.16
7/13/18	Direct	07/23/2018	Decker Equipment	Chairs, desks	\$10,350.85
08072018	Direct	07/25/2018	A T & T	Long distance usage 6/12-7/12	\$118.09
002967150	Direct	07/25/2018	Bomgaars	driveway sealer	\$62.27
6744848672	Direct	07/25/2018	Apple Incorporated	IPAD for ELL	\$1,995.00
PO#STAFFMAC2018	Direct	07/25/2018	Apple Incorporated	10 MacBooks	\$31,404.00
130124	Regular	07/25/2018	Didax	SPED Mathbooks	\$227.81
06252018	Direct	07/26/2018	ESU #10	Subscription News-2-You	\$142.03
AEPA000791	Direct	07/26/2018	ESU Coordinating Council	Securly Anywhere Filter-1 YR	\$1,787.50
9298	Direct	07/26/2018	Falcon Laboratories, Inc	Cleaning supplies (Invoice was past due from january 9, 2018)	\$1,089.96
PEV07172018	Employee	07/26/2018		Reimbursement for recertification for ASE	\$159.00
202501559391	Regular	07/26/2018	Frey Scientific	Triple Balance Beam	\$247.74
202501559104	Regular	07/26/2018	Frey Scientific	Vinyl Safety Aprons	\$71.75
1640	Direct	07/26/2018	Holiday Farms	mowing 6/7,12,21,28, spraying around school/track, playground, football field, front of school	\$4,250.00
1840/1879/2495/2615	Direct	07/27/2018	Parts City Auto Parts	parts for transportation	\$396.03
566	Direct	07/27/2018	Myrtle Health, LLC	CDL exam for bus driver (WW).	\$35.00
44546	Direct	07/27/2018	NASB	Reg Fees School Law Seminar	\$155.00
99933138	Regular	07/27/2018	Moore Medical Corp	disposable gloves	\$57.00
404703/404830	Direct	07/30/2018	Adams Lumber Co	forklift rental/property maintenance supplies	\$74.78
0356662	Direct	07/30/2018	Nebraska Air Filter	Filters	\$1,484.19
July29, 2018	Direct	07/30/2018	Affiliated Benefits	FSA/HRA Administration Fee	\$458.00
Aug2018	Direct	07/30/2018	Hometown Leasing	August 2018 copier lease	\$962.11
0158869	Direct	07/30/2018	Nebraska Central Equipment	Transportation parts	\$164.89
688760	Direct	08/01/2018	National Art & School	Classroom supplies	\$1,696.36
208120635735	Direct	08/02/2018	School Specialty Supply Inc	Elementary supplies for classroom	\$595.89
156359	Direct	08/02/2018	Children's Plus Inc.	Library Books	\$1,281.83
66623/666613/66677 6/667958	Direct	08/02/2018	Imperial NAPA	Transportation parts	\$104.94
07272018Statement	Direct	08/02/2018	Johnson Publication	Legal, help wanted and SPED Ads	\$1,067.65
7026283392	Regular	08/02/2018	Pearson Education	Student Lesson Packet with digital access	\$3,261.26
4025542075	Regular	08/02/2018	Pearson Education	Grade K Lesson Packets with digital system access	\$1,790.05
4025512078	Regular	08/02/2018	Pearson Education	Math packets/digital access	\$2,711.59
3714	Direct	08/02/2018	Platinum T-Shirt and Embroidery	Shirts for custodial staff/ P.E uniforms for elementary	\$1,040.46
244	Direct	08/02/2018	Perry Guthery Haase	Legal services	\$870.00
600100029187	Direct	08/03/2018	Pro Acoustics	Sound system for the gym	\$4,209.93
17560	Direct	08/03/2018	Bamford Inc	Annual pipe fire sprinkler system inspections	\$350.00
08152018	Direct	08/03/2018	City Of Imperial	electric/water/sewer usage from 6/30-7/31	\$12,663.94
C1468/4946	Direct	08/03/2018	ESU #16	Staff development/ 2018-19 SNDEN Service Contract	\$23,250.00
25270A	Direct	08/03/2018	Decker Equipment	Nylon Latch, Locker spring, tape measure, replacement spring latch, list door jamb, wire center outdoor flagpole rope	\$178.25
07202018	Direct	08/03/2018	Frenchman Valley Co-op	fuel usage from 6/21-7/20	\$883.07

PEV08062018	Employee	08/06/2018		Reimbursement for trash cans for bus	\$31.98
6446413	Regular	08/06/2018	Really Good Stuff	SPED materials for classroom	\$783.80
6446413Coupon	Credit	08/06/2018	Really Good Stuff	Coupon credit on PO 8015	(\$41.86)
0158931	Direct	08/06/2018	Nebraska Central Equipment	Transportation parts	\$209.58
103739473001	Regular	08/06/2018	McGraw-Hill	RW Your Turn Practice book 1	\$268.55
245	Direct	08/06/2018	Perry Guthery Haase	Legal services	\$2,055.00
3747	Direct	08/07/2018	Platinum T-Shirt and	Custodial Staff shirts	\$774.41
6/26-7/25	Direct	08/07/2018	Owens True Value	custodial/property maintenance supplies/Bus Barn supplies	\$639.02
78531	Regular	08/07/2018	Network Computer Solutions	2018 Cat 2: switch, rackmount tower, connectors	\$1,289.00
118259	Regular	08/07/2018	Harchelroad Motors - Imperial	insert for missing one on Van 26, labor to install passenger side windshield	\$302.00
0158857-0158863- 0158872-0158869-	Regular	08/07/2018	Nebraska Central Equipment	repair parts, seat covers, safety equipment, window instructions for E-Hatches, door seal and antenna, filters, end of year parts that were on back ordered	\$1,452.74
0038349	Direct	08/07/2018	DataShield	Shredding Service	\$122.00
EST23729	Regular	08/07/2018	Sinners Paint & Body	Check alignment on bus	\$180.00
3032/3033/3463/4123	Direct	08/07/2018	Parts City Auto Parts	Parts/nitrile GLV/repair kit, clip pin, air plug, belt	\$80.37
55691	Direct	08/07/2018	NE Council School Administrators	2018 ADMN Days-Family fun night 7/25-7/27	\$60.00
1681	Direct	08/08/2018	Holiday Farms	mowing/spraying	\$4,000.00
P0769158	Direct	08/09/2018	HireRight Solutions, Inc.	background screening charge	\$26.88
3325872	Regular	08/09/2018	Cornhusker Internationl	Rad hoses and freight	\$113.59
P44874	Regular	08/09/2018	21st Century Equipment	V-Belt on mower	\$42.29
EstID10670	Regular	08/09/2018	Imperial Auto Renewal	install lower half of rear student door, to repair rust	\$624.95
0158983	Regular	08/09/2018	Nebraska Central Equipment	bracket for new van, red 8 way light for bus	\$88.74
98323	Regular	08/09/2018	Harchelroad Motors - Imperial	alignment front end of van 26	\$138.08
086233	Regular	08/09/2018	Rowley Welding	mounting plates for vans and bracket for shelving in shop	\$74.25
21923/21990	Regular	08/09/2018	Prairie States Communications	1 YR tech support for GPS system, install and program of radio	\$678.75
4015796-0	Direct	08/09/2018	Brown & Saenger	Supplies for classrooms	\$2,559.02
S1366554.003	Direct	08/09/2018	Pyramid School Products	supplies for classrooms	\$2,074.99
20477	Direct	08/09/2018	NASCO	art supplies for elem art	\$670.58
1784258	Direct	08/09/2018	Perma Bound	Library books	\$283.86
52-41259	Direct	08/09/2018	T.O. Haas Tire Co.	tire repair on blocking sled	\$19.76
21138	Direct	08/09/2018	Southwest Nebraska Solid	waste disposal fee	\$10.00
6401080	Direct	08/09/2018	Demco, Inc.	Library books	\$154.59
06302018	Direct	08/09/2018	St. Joseph Institute For The Deaf	I Hear Therapy-6/4,7,11,13,19,20,25,27 for CK	\$480.00
08202018	Direct	08/09/2018	Great Plains Communication	Phone usage from 08/01-08/31	\$809.65
10005478	Direct	08/09/2018	Chase County Hospital	CDL exam for JS	\$172.00
4017809-0	Direct	08/09/2018	Brown & Saenger	envelops with clasps	\$16.54
0203741	Regular	08/09/2018	Gander Publishing	Seeing Stars Bundle-Whole Kit and Kaboodle	\$852.39
6396458	Direct	08/09/2018	Demco, Inc.	Library Supplies	\$364.69
953869309	Regular	08/09/2018	Houghton Mifflin Co	Houghton Mifflin Spelling & Vocabulary, words for Readers and Writers. Qtv 45	\$895.05
2058553	Direct	08/09/2018	US Foods DBA The Thomson Co-Maint	Can liners, towel roll dispenser, carpet cleaner	\$235.14
07312018	Credit	08/09/2018	US Foods DBA The	Credit on 7/31/2018 invoice	(\$110.97)
4865455	Direct	08/09/2018	SoftChoice Corporation	software licenses (MS enrollment & faculty for Ed Solutions)	\$4,588.56
9940765	Direct	08/09/2018	Rosetta Stone LTD.	Rosetta Stone Software	\$2,475.00
085328-1	Direct	08/09/2018	Rowley Welding	Welding supplies PO 7659 had wrong amount	\$1,000.00
00041751/00041612	Direct	08/09/2018	Samway Floor Covering	carpet tile, pressure adhesive	\$8,942.14
308103019926	Direct	08/09/2018	School Speciality Furniture & Equipment	Books, wall pad,chart paper, birthday reward pack, lowercase alphabet, stamps, marker flip chart	\$429.47

208120685483/208120581515	Direct	08/09/2018	School Speciality Furniture & Equipment	Blue Harmony Welcome deco/superhero name tags,crayons, erasers, marker cleaner, glue, pencil, glue sticks, highlighters, glue gun, post it	\$117.62
12072A/12056A12058A	Direct	08/09/2018	Unitech	Cutter Spray and wipe, Eradicator Floor Stripper & finish,screen, tack & refinish Long	\$5,203.84
10165635	Regular	08/09/2018	Zaner-Bloser Educational	Handwriting books and paper	\$727.67
308103026307/	Direct	08/09/2018	School Speciality Furniture & Equipment	book class rec 9/10 wk, glue gun mini glueshot, glue sticks	\$96.10
15661	Direct	08/09/2018	Shoutpoint, Inc	Enhanced Messaging services	\$1,035.00
9811305289	Direct	08/09/2018	Verizon Wireless	cellphone usage from 6/21-7/21	\$107.74
PEV07112018	Employee	08/09/2018		Reimbursement for CDL License/Bus permit	\$65.00
0828258	Direct	08/09/2018	Ideal Linen Supply Inc	rags/towels	\$17.37
QUOTEJWTC263	Regular	08/09/2018	CDW Government, Inc.	Acer Chromebooks, Acer paperless Warranty 2 yr, Google Chrome management console License	\$66,916.80
9455186/9525105	Regular	08/09/2018	Blick Art Materials	Art Canvas and paint	\$225.48
9455186/9525105-2	Regular	08/09/2018	Blick Art Materials	HS Art Supplies	\$1,124.64
94555186-9525105-3	Regular	08/09/2018	Blick Art Materials	Art Supplies-sketch pad, tissue paper	\$144.87
9455186/105-4	Direct	08/09/2018	Blick Art Materials	Missed shipping and handling on POs 7949 7973 8018	\$22.00
10118199	Direct	08/09/2018	Rider Classroom Spanish,	distance Learning Set	\$4,618.95
14053/14054/14055	Direct	08/10/2018	Holiday Inn Lincoln	Positive Behavior Workshop	\$558.00
0158940	Direct	08/10/2018	Nebraska Central Equipment	Decal, split sash, cover, cushion, perma guard, cover, seat & freight	\$122.83
33771	Direct	08/10/2018	Dude Solutions, Inc	Maintenance Software	\$4,052.50
PEV08092018	Employee	08/10/2018		Moving Expenses	\$2,000.00
7-25-2018	Direct	08/10/2018	US Bank	Classroom supplies, Activity Expenses	\$5,526.49
539730	Direct	08/10/2018	Mike Jaeger	Remove and replace concrete in front of school	\$27,200.00
991760	Regular	08/10/2018	TREND Enterprises, Inc.	KG materials for classroom	\$136.57
				<b>August General Bills Fund</b>	<b>\$385,873.43</b>
				<b>August General Payroll</b>	<b>\$518,003.20</b>
				<b>Total August General Fund Expenditures</b>	<b>\$903,876.63</b>

# Chase County Schools

## Vendor Invoice Detail Report

[Cycle Name]: "FY 17-18"; Created On: 8/10/2018 2:35:43 PM

Item	Item Description	Item Total
1	Activity Charges 6-26/7/25	\$3,536.91
2	Shower head for locker rooms	\$67.76
3	Insulated Flexible Duct with metalized jacket	\$59.67
4	headsets, Iphone Cord, charger cable usb fast lightening cable, charging dock	\$134.43
5	BlueRigger High Speed HDMI adapter	\$8.99
6	bulletin board fabric	\$21.44
7	Wire Stand, scented markers, bulletin board border, color coding dots, storage boxes	\$61.71
8	Bulletin board borders	\$10.48
9	Book Shelves	\$77.92
10	Ball bearing side mount drawer slides	\$13.99
11	Sensor switches	\$77.08
12	Individual power switches and LED's	\$25.87
13	Solar Flag Pole Light Kit with rechargeable battery	\$27.16
14	Wall Pops Peel and Stick Dry erase dots with Markers	\$27.64
15	Teachers Pay Teachers elementary supplies	\$221.39
16	Bus Parts from Midwest Bus Parts Inc	\$419.93
17	Bus Parts from Texas Truck Inc	\$72.36
18	Domain Renewal for chasecountyschools.org	\$103.32
19	Summer School supplies/groceries	\$49.57
20	Online testing assessment renewal	\$280.25
21	Blinds for Superintendent secretaries office	\$155.28
22	Hotel for Teammates Conference	\$73.34
	<b>Total</b>	<b>\$5,526.49</b>

## **Activities Director's Report**

The Nebraska School Activities Association held the annual coaching clinic in Lincoln on July 24th, 25th, and 26th. We had 8 coaches that attended the coaching clinic in Lincoln. Chris Reynolds, Athletic Director at Bradley University was the keynote speaker and he spoke on the "Essence of Leadership. Nebraska has one of the largest attended clinics in the nation.

Fall Sports started Monday August 6th. We have about 30 out for football, 13 out for Softball, 17 out for Volleyball, and 15 for Cross Country starting practice last week. The numbers could change a little if anybody else comes in or decides not to participate.

We have been impact testing for the upcoming school year. We have tested football, softball, volleyball, and many of the the Junior High Athletes. The students have done a nice job coming in early this summer to get tested.

There is a JV Football game scheduled on Labor Day September 3rd at 6:00 PM. This is due to the Football practice and contact rules. With the new contact rules it is best to continue to play the game on Monday night.

If you have any questions please email me at [thauxwell@chasecountyschools.org](mailto:thauxwell@chasecountyschools.org)



# Chase County

**August, 2018**

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 10:00am 7-12th @ Chase County Schools	2 10:00am 7-12th @ Chase County Schools 5:30pm-7:30pm 7-12th @ Grant	3	4
5	6 12:00am-12:00pm Fall Practices @ Chase County Schools 10:00am 7-12th @ Chase County Schools	7 10:00am 7-12th @ Chase County Schools	8 10:00am 7-12th @ Chase County Schools	9 10:00am 7-12th @ Chase County Schools	10 10:00am 7-12th @ Chase County Schools	11
12	13	14 10:00am 7-12th @ Chase County Schools 6:00pm Chase County School Board Meeting @ Board Room	15	16 1:00pm 9th Street Singers @ Imperial	17	18
19 6:30pm Fall Booster Club Kick Off @ Chase County Schools	20	21 4:30pm Softball-Varsity Southern Valley vs. Multiple Schools	22 3:00pm-6:00pm Elementary @ Chase County Schools	23 K-12th @ Chase County Schools 3:00pm Softball-Varsity Southern Valley vs. Multiple Schools	24 6:30pm Football-Varsity Gothenburg	25 12:00pm Softball-Varsity Scottsbluff
26	27	28 4:00pm Softball-Varsity Holyoke	29	30 4:00pm Volleyball-C/JV/Varsity Haxtun 4:00pm Softball-Varsity Southern Valley	31 FFA @ Grand Island FFA @ Grand Island 9:30am Cross Country-JH Cambridge vs. Multiple Schools 9:30am Cross Country-Varsity Cambridge vs. Multiple Schools 3:00pm Softball-JV/Varsity Perry 6:00pm Football-Varsity North Platte St. Pats	

## September, 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 FFA @ Grand Island <b>9:00am</b> Volleyball- Varsity <b>Lexington</b>
2 FFA @ Grand Island	3 FFA @ Grand Island <b>6:00pm</b> Football-B/JV <b>Ogallala</b>	4 <b>4:00pm Softball- Varsity Wray</b> <b>4:00pm</b> Volleyball- C/JV/Varsity <b>Yuma</b> <b>4:30pm Volleyball-JH</b> <b>Hitchcock County</b>	5 Picture Day @ Chase County Schools	6 <b>3:30pm Cross Country-Varsity Chase County vs. Multiple Schools</b> <b>3:30pm Cross Country-JH Chase County vs. Multiple Schools</b>	7 <b>TBD</b> Softball-Varsity <b>Scottsbluff vs. Multiple Schools</b> <b>6:30pm Football- Varsity Cozad</b>	8 <b>TBD</b> Softball-Varsity <b>Scottsbluff vs. Multiple Schools</b>
9	10 <b>2:30pm</b> Volleyball-JH <b>Dundy County Stratton</b> <b>5:00pm</b> Football-B/JV <b>North Platte St. Pats</b>	11 <b>4:00pm Volleyball- C/JV/Varsity</b> <b>Sedgwick County</b> <b>4:30pm</b> Softball-Varsity <b>Gering</b> <b>6:00pm</b> Chase County School Board Meeting @ Board Room	12 FCCLA @ Kearney	13 Lions Club Screening/Health Checks @ Chase County Schools <b>4:00pm</b> Cross Country- JH <b>McCook vs. Multiple Schools</b> <b>4:00pm</b> Cross Country- Varsity <b>McCook vs. Multiple Schools</b> <b>5:00pm</b> Football-JH <b>Hershey</b>	14 Lions Club Screening/Health Checks @ Chase County Schools <b>4:00pm</b> Softball- Varsity <b>Chadron</b> <b>6:00pm</b> Football-Varsity <b>Holdrege</b>	15 <b>8:00am</b> Softball-Varsity <b>GI Northwest</b> <b>10:00am</b> Volleyball- Varsity <b>McCook</b>
16	17 FCCLA @ Kearney <b>4:00pm</b> Volleyball-JH <b>Hershey</b> <b>5:00pm</b> Football-B/JV <b>Hershey</b>	18 <b>4:00pm Softball- JV/Varsity Cozad</b> <b>5:00pm</b> Volleyball- JV/Varsity <b>Sidney</b> <b>5:30pm</b> Football-JH <b>Ogallala</b>	19	20 <b>2:00pm</b> Softball-Varsity <b>Ogallala vs. Multiple Schools</b> <b>3:00pm</b> Volleyball- JV/Varsity <b>St. Francis vs. Multiple Schools</b> <b>3:00pm</b> Cross Country- JH <b>Ogallala vs. Multiple Schools</b> <b>4:00pm</b> Cross Country- Varsity <b>Dundy County Stratton vs. Multiple Schools</b>	21 <b>7:00pm</b> Football- Varsity <b>Alliance</b>	22 <b>9:00am</b> Volleyball- Varsity <b>Sutherland</b>
23	24 <b>2:00pm</b> Cross Country- Varsity <b>University of NE-Kearney vs. Multiple Schools</b> <b>4:00pm</b> Softball-JV <b>McCook</b> <b>6:00pm</b> Football-B/JV <b>Holyoke</b>	25 FBLA @ Kearney FFA @ Keith County <b>5:00pm</b> Volleyball- JV/Varsity <b>Perkins County vs. Multiple Schools</b> <b>5:30pm</b> Football-JH <b>Holyoke</b>	26 FFA @ Keith County	27 <b>5:00pm</b> Football-JH <b>North Platte St. Pats</b> <b>5:00pm</b> Volleyball- JV/Varsity <b>Chase County vs. Multiple Schools</b>	28 <b>6:00pm</b> Football-Varsity <b>Mitchell</b>	29 <b>8:00am</b> Volleyball-JH <b>Perkins County vs. Multiple Schools</b> <b>12:00pm</b> Softball- Varsity <b>Chase County vs. Multiple Schools</b>
30						

## 7-12 Principal Report: August 2018

In-service days were held for staff on August 6th and 7th. Time was spent on a variety of topics including PBIS (Positive Behavior Interventions and Supports), Schoology, Infinite Campus for new teachers, MAPS, and a review of the student handbook.

PBIS is program aimed at improving student performance through teaching and supporting positive behaviors within the school. You can find out more about PBIS by visiting [www.pbis.org](http://www.pbis.org).

Schoology is a Learning Management System or an “LMS” which we will begin to train and roll out this year with K-12 teachers. Most, if not all, post secondary institutions use an LMS so it is our goal that the adoption of this program will help prepare students for postsecondary education but also help to improve instruction, evaluation, and communication between teachers, students, and families with the ultimate goal of improving student performance. We are excited to have 15 teachers signed up for a six hour training on August 15th. More information on Schoology can be found at [www.schoology.com/k-12](http://www.schoology.com/k-12). Information will be shared with families as soon as we have staff prepared.

MAPS testing and Infinite Campus are not new programs to the school, however we did dedicate some time to learning new ways to use MAPS data to differentiate learning and taught new teachers some basics of the Infinite Campus which is used for reporting attendance and grades.

Finally, quite a bit of time was spent with staff from grades 5-12 reviewing the handbook and looking for areas where we as a staff can improve our understanding and enforcement of the policies that are currently in place.

The course schedules were released to teachers on August 13th. Staff reports on August 20th and students report on August 23rd. In-service days will include a review of expectations and the staff evaluation process, CPR refresher, meetings, technology trainings, new staff orientation, and time for teachers to work in classrooms.

Upcoming events at the school include the Booster Club Supper on August 20th at 6:30 PM and the Chase County Schools Open House on August 22nd from 3:00 - 6:00 PM. Families are encouraged to come out of the open house to receive class schedules, meet teachers, and tour the school.

Submitted by:  
Jon Lechtenberg  
Chase County Schools 7-12 Principal

## Mrs. Odens' August, 2018 School Board Report

Steph Rau has accepted a position with ESU15 helping with the teletherapy speech program this coming school year. She will be in our building two days a week. We will still have Holly Nelson, an ESU speech pathologist, in our building the other three days. The migrant program through ESU15 has hired Carman Church as a migrant para. She will be at Chase County Schools two days a week and will be under the direction of Jamie Garner with the migrant program.

Mr. Lechtenberg and I have interviewed and hired several paras over the last two weeks. We currently have one more position to fill.

Mr. Lechtenberg and I have been working with the staff, administration, and the school board going over board policies as well as the student handbook. We are preparing a letter to be sent out to all families explaining the expectations for several of the policies that are of a greater interest to the students and parents.

We had our first two in-service days with certified staff. The PBIS team led several activities and the staff filled out a survey to help us see where the focus needs to be as we start this process. We received teachers' input pertaining to several of the policies that we reviewed. The grade-level teachers as well as the math, science, and language arts teachers received some training on MAP testing. Mrs. Klooz led these sessions. She showed them the different reports that are available as well as using the information to differentiate instruction. We will be having the kindergarteners and first graders complete the MAP testing this year along with the rest of the students. The teachers are very excited to have this information for themselves as well as the parents. The teachers were also given time to work in their classrooms. The staff gathering was a great success and was well attended.

We are preparing for our next three in-service days with all staff. We are planning on having a Middle School informational meeting for the parents and students during the open house on August 22nd. Students will get their schedules and will have the opportunity to meet their various teachers. The K-4 students will be able to bring their supplies to their classrooms and meet their teachers.

LEASE

THIS LEASE is made and executed on August 14, 2018, by and between School District Number 10 of Chase County, Nebraska, political subdivisions of the State of Nebraska, hereinafter referred to as LESSOR, and Pom-Pom Organization of Imperial, Nebraska, hereinafter referred to as LESSEE.

WITNESSETH: Lessor desires to lease the concession facilities at the Chase County Schools in Imperial, Chase County, Nebraska during Chase County Schools athletic events for operation of a concession stand at said events. LESSEE desires to secure such facilities and operate a concession stand during Chase County Schools athletic events. In consideration of the mutual covenants herein contained, the parties agree as follows:

1. LESSOR leases to LESSEE and LESSEE hires and takes from LESSOR the concession space located in the lunch room area of the Chase County Schools building during boys basketball games, girls basketball games, volleyball games and wrestling meets. Concessions for additional activities may be provided upon mutual agreement of the Lessee and Lessor.
2. The leased premises shall be used for the purpose of operating a concession stand during said activities.
3. This lease shall begin on August 18, 2018 and end May 24, 2019.
4. The rent for the leased premises shall be \$500.00 per year. Rent shall be due and payable January 1, 2019.
5. LESSEE shall operate a concession stand at all Chase County Schools athletic events, which shall include all varsity and non-varsity volleyball, and girls and boys basketball games and varsity and non-varsity wrestling meets held at Chase County Schools in Imperial, Nebraska during the 2018-19 school year. LESSEE will provide concessions for all games held in the Longhorn gym. Concessions for additional activities may be provided upon mutual agreement of the Lessee and Lessor.
6. LESSOR shall furnish a set of keys to the leased premises to LESSEE. LESSEE shall have the right to enter the leased premises prior to the commencement of the athletic event for the purpose of setting up the concession stand. LESSEE shall have the right to remain in the leased premises following the athletic event for the purpose of cleaning the leased premises.
7. LESSEE shall have responsibility for the operation of the concession stand and use Pepsi® products only. LESSEE shall set up the concession stand, order and purchase concessions, staff the concession stand and clean up the leased premises.
8. LESSOR shall furnish and maintain the equipment necessary to operate the concession stand including but not limited to a popcorn machine.
9. LESSOR shall furnish electricity, lighting and water adequate and reasonable for the premises.
10. LESSOR shall allow LESSEE to store the equipment and food owned by LESSEE for concession use in the Chase County Schools building. LESSOR shall allow LESSEE access to said equipment and food.
11. LESSEE shall retain all profits realized from operation of the concession stand.
12. LESSEE agrees to hold LESSOR free and harmless from any and all liability, losses, damages, costs and expenses, causes of action, claims or judgments arising from injury or damage during said term to persons of any nature occasioned by any act or acts, omission or omissions, of the LESSEE or of its employees, agents, or members and growing out of the occupation and use of the leased premises, and against all legal costs and charges, including attorney fees, reasonably incurred in and about such matters and the defense of any action

arising out of the same. LESSOR shall not be liable for damage of any kind to the concession or to any of LESSEE'S employees, agents, members or customers.

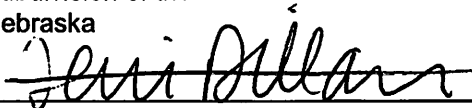
13. LESSEE, at its own expense and with a company acceptable to LESSOR shall carry liability insurance in the amount of \$ 12,500 for the demised premises and provide LESSOR a copy of Certificate of Liability within 30 days of commencement of the lease term.
14. LESSOR shall not be liable or responsible to any person or persons whomsoever for any damages to goods, wares, or merchandise or other property in or about said demised premises caused by any reason.
15. LESSEE shall not contract bills in the name of LESSOR, or in any way, directly or indirectly, involve LESSOR in any expense, indebtedness or liability.
16. LESSEE shall not put up any signs or advertisements whatsoever on the inside or outside of the leased premises without the prior written consent of LESSOR.
17. LESSEE shall not assign this lease or sublet the demised premises, or any portion thereof, or permit others to occupy it, without the prior written consent of LESSOR.
18. LESSEE shall deliver the demised premises to LESSOR at the end of this lease term without further demand or notice and in as good order and repair as it is now or may hereafter be, allowing for reasonable wear and tear.
19. In the event that LESSEE fails to perform and carry out any of the terms or conditions of this lease strictly in accordance with the provisions hereof, or for any reason is unable to conduct its business, LESSOR may terminate this lease by giving written notice to LESSEE. On termination, all rights of LESSEE to occupy or use the premises hereby leased shall end on the 10<sup>th</sup> day after delivery of such notice by which time LESSEE and all its officers, agents, and employees shall vacate the premises and surrender the same to LESSOR quietly and peacefully. LESSOR'S termination of this lease hereunder shall not prevent or interfere with the recovery by LESSOR of any rent or other payment due hereunder, or prevent or interfere with LESSEE'S recovery from LESSOR of any damages for breach of this lease.

This Lease agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this lease at Imperial, Chase County, Nebraska on day and year first above written.

LESSOR

SCHOOL DISTRICT NO. 10  
OF CHASE COUNTY, NEBRASKA  
Political Subdivision of the  
State of Nebraska

BY:   
PRESIDENT  
BOARD OF EDUCATION, DIST. 10

LESSEE

BY:   
Pom Pom REPRESENTATIVE

LEASE

THIS LEASE is made and executed on August 14, 2018, by and between School District Number 10 of Chase County, Nebraska, political subdivisions of the State of Nebraska, hereinafter referred to as LESSOR, and PTO Organization of Imperial, Nebraska, hereinafter referred to as LESSEE.

WITNESSETH: Lessor desires to lease the concession facilities at the Chase County Schools in Imperial, Chase County, Nebraska during Chase County Schools athletic events for operation of a concession stand at said events. LESSEE desires to secure such facilities and operate a concession stand during Chase County Schools athletic events. In consideration of the mutual covenants herein contained, the parties agree as follows:

1. LESSOR leases to LESSEE and LESSEE hires and takes from LESSOR the concession building located at the Chase County Schools football field during Chase County Schools football games and track meets. Concessions for additional activities may be provided upon mutual agreement of the Lessee and Lessor.
2. The leased premises shall be used for the purpose of operating a concession stand. LESSOR shall restrict the use of the leased premises to that purpose only.
3. This lease shall begin on August 18, 2018 and end May 24, 2019.
4. The rent for the leased premises shall be \$250.00 per year. Rent shall be due and payable January 1, 2019.
5. LESSEE shall operate a concession stand at all Chase County Schools athletic events, which shall include all varsity and non-varsity football and boys and girls track meets held at Chase County Schools in Imperial, Nebraska during the 2018-19 school. Concessions for additional activities may be provided upon mutual agreement of the Lessee and Lessor.
6. LESSOR shall furnish a set of keys to the leased premises to LESSEE. LESSEE shall have the right to enter the leased premises prior to the commencement of the athletic event for the purpose of setting up the concession stand. LESSEE shall have the right to remain in the leased premises following the athletic event for the purpose of cleaning the leased premises.
7. LESSEE shall have responsibility for the operation of the concession stand and use Pepsi® products only. LESSEE shall set up the concession stand, order and purchase concessions, staff the concession stand and clean up the leased premises.
8. LESSOR shall furnish and maintain the equipment necessary to operate the concession stand including but not limited to a popcorn machine.
9. LESSOR shall furnish electricity, lighting and water adequate and reasonable for the premises.
10. LESSOR shall allow LESSEE to store the equipment and food owned by LESSEE for concession use in the Chase County Schools building. LESSOR shall allow LESSEE access to said equipment and food.
11. LESSEE shall retain all profits realized from operation of the concession stand.
12. LESSEE agrees to hold LESSOR free and harmless from any and all liability, losses, damages, costs and expenses, causes of action, claims or judgments arising from injury or damage during said term to persons of any nature occasioned by any act or acts, omission or omissions, of the LESSEE or of its employees, agents, or members and growing out of the occupation and use of the leased premises, and against all legal costs and charges, including attorney fees, reasonably incurred in and about such matters and the defense of any action arising out of the same. LESSOR shall not be liable for damage of any kind to the concession or to any of LESSEE'S employees, agents, members or customers.

13. LESSEE, at its own expense and with a company acceptable to LESSOR shall carry liability insurance in the amount of \$ 12,500 for the demised premises and provide LESSOR a copy of Certificate of Liability within 30 days of commencement of the lease term.
14. LESSOR shall not be liable or responsible to any person or persons whomsoever for any damages to goods, wares, or merchandise or other property in or about said demised premises caused by any reason.
15. LESSEE shall not contract bills in the name of LESSOR, or in any way, directly or indirectly, involve LESSOR in any expense, indebtedness or liability.
16. LESSEE shall not put up any signs or advertisements whatsoever on the inside or outside of the leased premises without the prior written consent of LESSOR.
17. LESSEE shall not assign this lease or sublet the demised premises, or any portion thereof, or permit others to occupy it, without the prior written consent of LESSOR.
18. LESSEE shall deliver the demised premises to LESSOR at the end of this lease term without further demand or notice and in as good order and repair as it is now or may hereafter be, allowing for reasonable wear and tear.
19. In the event that LESSEE fails to perform and carry out any of the terms or conditions of this lease strictly in accordance with the provisions hereof, or for any reason is unable to conduct its business, LESSOR may terminate this lease by giving written notice to LESSEE. On termination, all rights of LESSEE to occupy or use the premises hereby leased shall end on the 10<sup>th</sup> day after delivery of such notice by which time LESSEE and all its officers, agents, and employees shall vacate the premises and surrender the same to LESSOR quietly and peacefully. LESSOR'S termination of this lease hereunder shall not prevent or interfere with the recovery by LESSOR of any rent or other payment due hereunder, or prevent or interfere with LESSEE'S recovery from LESSOR of any damages for breach of this lease.

This Lease agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this lease at Imperial, Chase County, Nebraska on day and year first above written.

LESSOR  
SCHOOL DISTRICT NO. 10  
OF CHASE COUNTY, NEBRASKA  
Political Subdivision of the  
State of Nebraska

BY: \_\_\_\_\_  
PRESIDENT  
BOARD OF EDUCATION, DIST. 10

LESSEE  
BY:  \_\_\_\_\_  
PTO REPRESENTATIVE

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Personnel -AllRecruitment and Selection

The Board of Education authorizes the Superintendent to recruit and recommend for employment the best qualified personnel to implement and fulfill the goals and policies of Chase County Schools. When a vacancy exists, the administration may consider reassignment of existing staff to fill the vacancy. When the administration determines that a vacancy can not be appropriately filled by reassignment of existing staff, the administration is to solicit applicants by advertising or otherwise. All applicants so selected and recommended must satisfy the standards as set by the Board and/or the laws of the State of Nebraska.

Where required by law or deemed essential by the school district, employees must be duly licensed and/or certified.

The rehiring of a former employee is contingent on the former employee having a positive performance record with the District. A former employee who was terminated, or who resigned in lieu of termination, for reason of violating a workplace conduct rule or unsatisfactory job performance is not eligible for rehire.

Legal Reference: Neb. Rev. Stat. Sec. 79-501

Date of Adoption: [Insert Date]

Personnel - All Employees

Equal Opportunity Employment

It is the policy of Chase County Schools to employ the best qualified applicant for each position without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status.

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

Date of Adoption: [Insert Date]

Personnel - All Employees (& Students)

Anti-discrimination, Anti-harassment, and Anti-retaliation

**A. Elimination of Discrimination.**

The ~~[Name] Public Schools~~Chase County Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The ~~[Name] Public Schools~~Chase County Schools does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: ~~[Name of Director]~~Randall Klooz, ~~Director of Student Services [or other title]~~Superintendent, 520 E 9th Street, PO Box 577, Imperial, NE 69033-0577, (308) 882-4304, rklooz@chasecountyschools.org.~~[Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_\_ ([Email Address]).~~

Employees and Others: ~~[Name of Director]~~Randall Klooz, ~~Human Resources Director [or other title]~~Superintendent, 520 E 9th Street, PO Box 577, Imperial, NE 69033-0577, (308) 882-4304, rklooz@chasecountyschools.org.~~[Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_\_ ([Email Address]).~~

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3<sup>rd</sup> Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

**B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.**

**1. Purpose:**

The ~~[Name] Public Schools~~Chase County Schools is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment or retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status~~race, color, national origin, religion, disability, age, sex, or other protected category~~, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

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

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

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status~~race, color, national origin, religion, disability, age, sex, or other protected category~~, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

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

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving

- consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
  - g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

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

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

### **2. Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

### **3. Grievance (or Complaint) Procedures:**

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

harassment or retaliation to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

~~District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.~~

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

*i. Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

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

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. ~~Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation.~~ If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate if necessary.

The District's investigation will include, but is not limited to:

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

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- ~~b.~~ An analysis of the appropriate legal standards applied to the specific facts,
- ~~e.b.~~ Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- ~~d.c.~~ If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made ~~(see the Remedies section, below, for additional information about remedies)~~. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within ~~ten-one (101)~~ **working days** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed ~~(victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.~~

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within ~~ten-five (105)~~ **working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten-five (105) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at ~~a the next scheduled~~ Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by both the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) working days** after the party addresses the Board, receiving the appeal. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated

compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

~~4. Remedies:~~

~~If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.~~

~~The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.~~

~~If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:~~

- ~~a. Providing an escort to ensure the complainant can move safely between classes and activities.~~
- ~~b. Ensuring the complainant and alleged harasser do not attend the same classes.~~
- ~~c. Moving the alleged harasser to another school or work area within the District.~~
- ~~d. Providing counseling services or reimbursement, if appropriate.~~
- ~~e. Providing medical services or reimbursement, if appropriate.~~
- ~~f. Providing academic support services, such as tutoring.~~
- ~~g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.~~

~~The District may provide remedies for the broader student population as well, including but not limited to:~~

- ~~a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and~~

- ~~employees of campus and community counseling, health, mental health, and other student services.~~
- ~~b. Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.~~
  - ~~c. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.~~
  - ~~d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.~~
  - ~~e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
    - ~~i. Know the school's prohibition against discrimination, harassment, and retaliation.~~
    - ~~ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.~~
    - ~~iii. Understand how and to whom to report any incidents of discrimination.~~
    - ~~iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.~~
    - ~~v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.~~~~
  - ~~f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.~~
  - ~~g. Conducting in conjunction with students or employees, a "climate check" to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.~~

~~In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.~~

**54. Confidentiality:**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

~~At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an "education record" under FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.~~

**65. Training:**

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees. ~~Training for appropriate supervisors will include the following areas:~~

- ~~a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.~~
- ~~b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.~~
- ~~c. Identification of the District's designated compliance coordinators and their job responsibilities.~~
- ~~d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any~~

~~other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.~~  
~~e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.~~  
~~f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.~~  
~~g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.~~

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

**76. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out

their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.

- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

**87. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Legal Reference: Title VI, 42 U.S.C. § 2000d, Title VII, 42 U.S.C. § 2000e, Title IX; 20 U.S.C. § 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §48-1101 et seq.  
 Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. §621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. §48-1001 et seq.;

Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.  
 Section 504 of the Rehabilitation Act of 1973 (Section 504)  
 Pregnancy Discrimination Act, 42 U.S.C. § 2000e(k)

Uniform Service Employment and Reemployment Rights Act (USERRA),  
38 U.S.C. § 4301 et seq.  
Neb. Rev. Stat. § 79-2,115, et seq

Date of Adoption: [Insert Date]

### **Notice of Nondiscrimination**

The Chase County School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the non-discrimination policies:

~~Joey Lefdal~~[Randall Klooz](#), Superintendent, 520 E 9<sup>th</sup> Street, PO Box 577, Imperial, NE 69033-0577, —(308) 882-4304.

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

**Complaint Form  
Discrimination, Harassment or Retaliation**

The Chase County School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

Joey Lefdal~~Randall Klooz~~, Superintendent, 520 E 9<sup>th</sup> Street, PO Box 577, Imperial, NE 69033-0577, (308) 882-4304.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

(1) Description of the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(2) Names of any witnesses to the matter being complained about: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(3) Identify and attach any document supporting the complaint: \_\_\_\_\_  
\_\_\_\_\_.

(4) Confidentiality: I \_\_\_ do \_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.  
\_\_\_\_\_  
\_\_\_\_\_.

(5) Relief requested (what I want done in response to this complaint): \_\_\_\_\_  
\_\_\_\_\_.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Received by: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Personnel - All EmployeesDuty Hours of Employees

1. Administrative personnel shall be on duty when and at such times as the responsibilities of their position dictates. The Superintendent shall set the duty hours of administrative staff.
2. Teachers shall make arrangements to be available to students after school. Unless otherwise specified by the Superintendent or by negotiated agreement, members of the professional staff shall be on duty 30 minutes before the start of school and 30 minutes after the end of the day to plan and to carry out their individual professional responsibilities as determined by the Superintendent and the building principals. Teachers shall be provided with a one half hour duty free lunch period.
3. All other staff shall be on duty as determined by the Superintendent.
4. No teacher or other school employee shall accept any other employment or carry on any business or activity for profit that interferes with the complete discharge of his or her responsibilities to the school district.

Date of Adoption: [Insert Date]

Personnel - All Employees

Absence of Employees

1. An employee who finds it necessary to be absent from duty shall notify the office of the employee's immediate supervisor in advance of such absence and give (1) the reason for the absence; and, (2) the anticipated length of absence.
2. Employees requesting leave in order to perform other duties for which they will be compensated (court duty, consulting, etc.) shall be required to remit to the District either the compensation received beyond expenses or their district wages for the time missed.
3. Absence or suspension from duty of any employee shall result in loss of pay for the period of absence or suspension except as otherwise provided by these policies or law.
4. A substitute may not be hired by any employee to take over his/her duties. In no instance may an employee make personal arrangements to pay a substitute.

Date of Adoption: [Insert Date]

Personnel - All Employees

Absence From Building

1. Employees may not be absent from their respective assignments during duty hours except by permission of their immediate supervisor or Superintendent. Employees shall check out of the building whenever absent during the day.
2. Employees may be excused from the building for periods not to exceed thirty (30) minutes with the approval of their immediate superior officer or Superintendent for matters of personal business which cannot be completed after regular school hours. Personal absence leave forms shall be completed in the event the absence from the building exceeds 30 minutes.

Date of Adoption: [Insert Date]

Personnel - All Employees

Family and Medical Leave Policy

The documents provided in response to the new Family Medical Leave Act (FMLA) regulations are:

- 1—FMLA Leave Application
- 2—Notice of Eligibility and Rights & Responsibilities—rolling year
- 3—Designation Notice
- 4—Certification of Health Care Provider for Employee's Serious Health Condition
- 5—Certification of Health Care Provider for Family Member's Serious Health Condition
- 6—Certification of Qualifying Exigency for Military Family Leave
- 7—Family Military Leave Certification for Serious Injury of Servicemember

**Application for Leave  
Family and Medical Leave Act**

Employee Name: \_\_\_\_\_ Position: \_\_\_\_\_

Send notices to me at: \_\_\_\_\_

**FMLA Leave Requested** From \_\_\_\_\_

To \_\_\_\_\_

If leave is requested on an intermittent or reduced leave schedule, describe the requested leave schedule: \_\_\_\_\_  
\_\_\_\_\_.

**Reason for Leave Request** (check and complete as appropriate):

1. \_\_\_\_\_ For birth of a son or daughter, and to care for the newborn child.
2. \_\_\_\_\_ For placement with the employee of a son or daughter for adoption or foster care.
3. \_\_\_\_\_ To care for the employee's spouse, son or daughter, or parent with a serious health condition.

Name of family member: \_\_\_\_\_

Describe reason employee needs to provide the care and the nature of the care: \_\_\_\_\_  
\_\_\_\_\_.

4. \_\_\_\_\_ Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

Briefly describe condition and job functions that employee is unable to perform: \_\_\_\_\_  
\_\_\_\_\_.

5. \_\_\_\_\_ Because of a qualifying exigency arising out of the fact that the employee's spouse, son or daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

Name and relationship of family member: \_\_\_\_\_

Describe the qualifying exigency: \_\_\_\_\_  
\_\_\_\_\_.

6. \_\_\_\_\_ To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

Name and relationship of family member: \_\_\_\_\_

Describe reason employee needs to provide the care and the nature of the care: \_\_\_\_\_  
\_\_\_\_\_.

I certify that the above information given by me is correct and that I have read the foregoing and understand my rights under the FMLA.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

**Notice of Eligibility and Rights & Responsibilities  
Family and Medical Leave Act**

In general, to be eligible an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. This form is to be provided within five business days of the employee notifying the employer of the need for FMLA leave. Part B provides employees with information regarding their rights and responsibilities for taking FMLA leave.

**Part A - NOTICE OF ELIGIBILITY**

TO: \_\_\_\_\_  
Employee

FROM: \_\_\_\_\_  
Employer Representative

DATE: \_\_\_\_\_

On \_\_\_\_\_, you informed us that you needed leave beginning on \_\_\_\_\_ for:

- \_\_\_\_\_ The birth of a child, or placement of a child with you for adoption or foster care;
- \_\_\_\_\_ Your own serious health condition;
- \_\_\_\_\_ Because you are needed to care for your \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent due to his/her serious health condition.
- \_\_\_\_\_ Because of a qualifying exigency arising out of the fact that your \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent is on covered active duty or call to covered active duty with the Armed Forces.
- \_\_\_\_\_ Because you are the \_\_\_\_\_ spouse; \_\_\_\_\_ son or daughter; \_\_\_\_\_ parent next of kin of a covered servicemember with a serious injury or illness.

This Notice is to inform you that you:

- \_\_\_\_\_ Are eligible for FMLA leave (See Part B below for Rights and Responsibilities).
- \_\_\_\_\_ Are **not** eligible for FMLA leave, because (only one reason need be checked, although you may not be eligible for other reasons):
  - \_\_\_\_\_ You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately \_\_\_\_\_ months towards this requirement.
  - \_\_\_\_\_ You have not met the FMLA's hours of service requirement.
  - \_\_\_\_\_ You do not work and/or report to a site with 50 or more employees within 75-miles.

If you have any questions, contact \_\_\_\_\_ or view the FMLA poster located in \_\_\_\_\_.

**Part B-RIGHTS AND RESPONSIBILITIES FOR TAKING FMLA LEAVE**

As explained in Part A, you meet the eligibility requirements for taking FMLA leave and still have FMLA leave available in the applicable 12-month period. **However, in order for us to**

**determine whether your absence qualifies as FMLA leave, you must return the following information to us by \_\_\_\_\_.** (If a certification is requested, employers must allow at least 15 calendar days from receipt of this notice; additional time may be required in some circumstances). If sufficient information is not provided in a timely manner, your leave may be denied.

\_\_\_\_\_ Sufficient certification to support your request for FMLA leave. A certification form that sets forth the information necessary to support your request  **is** /  **is not** enclosed.

\_\_\_\_\_ Sufficient documentation to establish the required relationship between you and your family member.

\_\_\_\_\_ Other information needed (such as documentation for military family leave):

\_\_\_\_\_ \_\_\_\_\_  
\_\_\_\_\_ No additional information requested.

If your leave **does qualify** as FMLA leave you will have the following responsibilities while on FMLA leave (only checked blanks apply):

\_\_\_\_\_ Contact \_\_\_\_\_ at \_\_\_\_\_ to make arrangements to continue to make your share of the premium payments on your health insurance to maintain health benefits while you are on leave. You have a minimum 30-day (or, indicate longer period, if applicable) grace period in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

\_\_\_\_\_ You will be required to use your available  **sick**,  **vacation**, and/or **other leave** during your FMLA absence. This means that you will receive your paid leave and the leave will also be considered protected FMLA leave and counted against your FMLA leave entitlement.

\_\_\_\_\_ Due to your status within the company, you are considered a “key employee” as defined in the FMLA. As a “key employee,” restoration to employment may be denied following FMLA leave on the grounds that such restoration will cause substantial and grievous economic injury to us. We  **have** /  **have not** determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us.

\_\_\_\_\_ While on leave you will be required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_.  
(Indicate interval of periodic reports, as appropriate for the particular leave situation).

**If the circumstances of your leave change, and you are able to return to work earlier than the date indicated on this form, you will be required to notify us at least two workdays prior to the date you intend to report for work.**

**If your leave does qualify** as FMLA leave you will have the following **rights** while on FMLA leave:

- You have a right under the FMLA for up to 12 weeks of unpaid leave in a 12-month period calculated as a “rolling” 12-month period measured backward from the date of any FMLA leave usage.
- You have a right under the FMLA for up to 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember with a serious injury or illness. This single 12-month period commenced on \_\_\_\_\_
- Your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work.
- You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. (If your leave extends beyond the end of your FMLA entitlement, you do not have return rights under FMLA.)
- If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; (2) the continuation, recurrence, or onset of a covered servicemember’s serious injury or illness which would entitle you to FMLA leave; or (3) other circumstances beyond your control, you may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave.
- If we have not informed you above that you must use accrued paid leave while taking your unpaid FMLA leave entitlement, you have the right to have \_\_\_ **sick**, \_\_\_ **vacation**, and/or \_\_\_ **other leave** run concurrently with your unpaid leave entitlement, provided you meet applicable requirements of the leave policy. Applicable conditions related to the substitution of paid leave are referenced or set forth below. If you do not meet the requirements for taking paid leave, you remain entitled to take unpaid FMLA leave.

\_\_\_ For a copy of conditions applicable to sick/vacation/other leave usage please refer to \_\_\_\_\_ available at: \_\_\_\_\_.

\_\_\_ Applicable conditions for use of paid leave: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Once we obtain the information from you as specified above, we will inform you, within five business days, whether your leave will be designated as FMLA leave and count towards your FMLA leave entitlement. If you have any questions, please do not hesitate to contact: \_\_\_\_\_  
 \_\_\_\_\_ at \_\_\_\_\_.

**Designation Notice  
Family and Medical Leave Act**

Leave covered under the FMLA must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete *or* insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient.

To: \_\_\_\_\_ Date: \_\_\_\_\_

We have reviewed your request for leave under the FMLA and any supporting documentation that you have provided. We received your most recent information on \_\_\_\_\_ and decided:

**\*\*\*APPROVED\*\*\***

\_\_\_\_\_ **Your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave.**

The FMLA requires that you notify us as soon as practicable if dates of scheduled leave change or are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against your leave entitlement:

\_\_\_\_\_ Provided there is no deviation from your anticipated leave schedule, the following number of hours, days, or weeks will be counted against your leave entitlement:

\_\_\_\_\_ Because the leave you will need will be unscheduled, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised (check if applicable):

\_\_\_\_\_ You have requested to use paid leave during your FMLA leave. Any paid leave taken for this reason will count against your FMLA leave entitlement.

We are requiring you to substitute or use paid leave during your FMLA leave.

\_\_\_\_\_ You will be required to present a fitness-for-duty certificate to be restored to employment. If such certification is not timely received, your return to work may be delayed until certification is provided. A list of the essential functions of your position      **is**      **is not** attached. If attached, the fitness-for-duty certification must address your ability to perform these functions.

**\*\*\*ADDITIONAL INFORMATION NEEDED\*\*\***

\_\_\_\_\_ **Additional information is needed to determine if your FMLA leave request can be approved:**

\_\_\_\_\_ The certification you have provided is not complete and sufficient to determine whether the FMLA applies to your leave request. You must provide the following information to make certification complete and sufficient no later than \_\_\_\_\_ (provide at least seven calendar days), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied: \_\_\_\_\_

\_\_\_\_\_ We are exercising our right to have you obtain a second or third opinion medical certification at our expense, and we will provide further details at a later time.

**\*\*\*NOT APPROVED\*\*\***

\_\_\_\_\_ Your FMLA Leave request is Not Approved for the reason that \_\_\_\_\_ the FMLA does not apply to your leave request and/or \_\_\_\_\_ you have exhausted your FMLA leave entitlement in the applicable 12-month period.

**Certification of Health Care Provider for Employee's Serious Health Condition  
Family and Medical Leave Act**

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** FMLA provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider.

Employer name: Chase County Schools  
Employer contact person: \_\_\_\_\_  
Employee's job title: \_\_\_\_\_  
Regular work schedule: \_\_\_\_\_  
Employee's essential job functions: \_\_\_\_\_

---

\_\_\_\_\_ Check if job description is attached.

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. Your employer must give you at least 15 calendar days to return this form.

Your name: \_\_\_\_\_  
                    First                                    Middle                                    Last

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

---

Type of practice/Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**Part A. MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

\_\_\_ No \_\_\_ Yes. If so, dates of admission: \_\_\_\_\_

Date(s) you treated the patient for condition: \_\_\_\_\_

Will the patient need to have treatment visits at least twice per year due to the condition?

\_\_\_ No \_\_\_ Yes.

Was medication, other than over-the-counter medication, prescribed? \_\_\_ No \_\_\_ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

\_\_\_ No \_\_\_ Yes. If so, state the nature of such treatments and expected duration of treatment: \_\_\_\_\_

2. Is the medical condition pregnancy? \_\_\_ No \_\_\_ Yes. If so, expected delivery date: \_\_\_\_\_.

3. Use the information provided by the employer in Section 1 to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: \_\_\_

No \_\_\_ Yes

If so, identify the job functions the employee is unable to perform: \_\_\_\_\_

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part B: AMOUNT OF LEAVE NEEDED**

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery? \_\_\_ No \_\_\_ Yes.

If so, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_  
\_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition? \_\_\_ No \_\_\_ Yes.

If so, are the treatments or the reduced number of hours of work medically necessary? \_\_\_ No \_\_\_ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period: \_\_\_\_\_  
\_\_\_\_\_

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions? \_\_\_ No \_\_\_ Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups? \_\_\_ No \_\_\_ Yes. If so, explain: \_\_\_\_\_  
\_\_\_\_\_

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_ times per \_\_\_ week(s) \_\_\_ month(s)

Duration: \_\_\_ hours or \_\_\_ day(s) per episode

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Please be sure to sign the form on the last page.

Provider’s name and business address: \_\_\_\_\_  
\_\_\_\_\_

Type of practice/Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

**Part A. MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?  No  Yes. If so, dates of admission: \_\_\_\_\_

Date(s) you treated the patient for condition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Will the patient need to have treatment visits at least twice per year due to the condition?  No  Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  No  Yes. If so, state the nature of such treatments and expected duration of treatment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_.

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regiment of continuing treatment such as the use of specialized equipment): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Part B: AMOUNT OF CARE NEEDED**

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery? \_\_\_ No \_\_\_ Yes.

Estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

During this time, will the patient need care? \_\_\_ No \_\_\_ Yes.

Explain the care needed by the patient and why such care is medically necessary: \_\_\_\_\_

\_\_\_\_\_

5. Will the patient require follow-up treatment, including any time for recovery? \_\_\_ No \_\_\_ Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period: \_\_\_\_\_

\_\_\_\_\_

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

\_\_\_\_\_

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery? \_\_\_ No \_\_\_ Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

\_\_\_\_\_

7. Will the conditions cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? \_\_\_ No \_\_\_ Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_ hours or \_\_\_ day(s) per episode

Does the patient need care during these flare-ups? \_\_\_ No \_\_\_ Yes.

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

\_\_\_\_\_





\_\_\_\_\_ I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status.

**Part A. QUALIFYING REASON FOR LEAVE**

1. Describe the reason you are requesting FMLA leave due to a qualifying exigency (including the specific reason you are requesting leave):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes any available written documentation which supports the need for leave; such documentation may include a copy of a meeting announcement for informational briefings sponsored by the military; a document confirming the military member's Rest and Recuperation leave; a document confirming an appointment with a third party, such as a counselor or school official, or staff at a care facility; or a copy of a bill for services for the handling of legal or financial affairs. Available written documentation supporting this request for leave is attached. \_\_\_ Yes \_\_\_ No \_\_\_ None Available.

**Part B: AMOUNT OF LEAVE NEEDED**

1. Approximate date exigency commenced: \_\_\_\_\_  
Probable duration of exigency: \_\_\_\_\_

2. Will you need to be absent from work for a single continuous period of time due to the qualifying exigency? \_\_\_ No \_\_\_ Yes.

If so, estimate the beginning and ending dates for the period of absence: \_\_\_\_\_  
\_\_\_\_\_

3. Will you need to be absent from work periodically to address this qualifying exigency? \_\_\_ No \_\_\_ Yes.

Estimate schedule of leave, including the dates of any scheduling meetings or appointments:

\_\_\_\_\_  
\_\_\_\_\_

Estimate the frequency and duration of each appointment, meeting, or leave event, including any travel time (i.e., 1 deployment-related meeting every month lasting 4 hours):

Frequency: \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s).

Duration: \_\_\_\_\_ hours \_\_\_\_\_ day(s) per event.

**Part C:** If leave is requested to meet with a third party (such as to arrange for childcare or parental care, to attend counseling, to attend meetings with school or childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations), a complete and sufficient certification includes the name, address, and appropriate contact information of the individual or entity with whom you are meeting (i.e., either the telephone or fax number or email address of the individual or entity). This information may be used by your employer to verify that the information contained on this form is accurate.

Name of Individual: \_\_\_\_\_ Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

Describe nature of meeting: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PART D:** I certify that the information I provided above is true and correct.

\_\_\_\_\_  
**Signature of Employee**

\_\_\_\_\_  
**Date**

Certification for Serious Injury or  
Illness of a Current  
Servicemember - -for Military Family Leave  
(Family and Medical Leave Act)

U.S. Department of Labor

Wage and Hour Division



OMB Control Number: 1235-0003  
Expires: 2/28/2015

**Notice to the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave due to a serious injury or illness of a current servicemember to submit a certification providing sufficient facts to support the request for leave. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 CFR 825.310. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 CFR 1630.14(c)(1), if the Americans with Disabilities Act applies.

**SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICEMEMBER for whom the Employee Is Requesting Leave**

**INSTRUCTIONS to the EMPLOYEE or CURRENT SERVICEMEMBER:** Please complete Section I before having Section II completed. The FMLA permits an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a servicemember. If requested by the employer, your response is required to obtain or retain the benefit of FMLA-protected leave. 29 U.S.C. 2613, 2614(c)(3). Failure to do so may result in a denial of an employee's FMLA request. 29 CFR 825.310(f). The employer must give an employee at least 15 calendar days to return this form to the employer.

**SECTION II: For Completion by a UNITED STATES DEPARTMENT OF DEFENSE ("DOD") HEALTH CARE PROVIDER or a HEALTH CARE PROVIDER who is either: (1) a United States Department of Veterans Affairs ("VA") health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed on Page 2 has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.

A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the servicemember's condition for which the employee is seeking leave.

**SECTION I: For Completion by the EMPLOYEE and/or the CURRENT SERVICEMEMBER for whom the Employee Is Requesting Leave:**

(This section must be completed first before any of the below sections can be completed by a health care provider.)

**Part A: EMPLOYEE INFORMATION**

Name and Address of Employer (this is the employer of the employee requesting leave to care for the current servicemember):

---

Name of Employee Requesting Leave to Care for the Current Servicemember:

---

First

Middle

Last

Name of the Current Servicemember (for whom employee is requesting leave to care):

---

First

Middle

Last

Relationship of Employee to the Current Servicemember:

Spouse  Parent  Son  Daughter  Next of Kin

**Part B: SERVICEMEMBER INFORMATION**

(1) Is the Servicemember a Current Member of the Regular Armed Forces, the National Guard or Reserves?  
Yes  No

If yes, please provide the servicemember's military branch, rank and unit currently assigned to:

---

Is the servicemember assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients (such as a medical hold or warrior transition unit)?

Yes  No

If yes, please provide the name of the medical treatment facility or unit:

---

(2) Is the Servicemember on the Temporary Disability Retired List (TDRL)?  
Yes  No

**Part C: CARE TO BE PROVIDED TO THE SERVICEMEMBER**

Describe the Care to Be Provided to the Current Servicemember and an Estimate of the Leave Needed to Provide the Care:

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**SECTION II: For Completion by a United States Department of Defense (“DOD”) Health Care Provider or a Health Care Provider who is either: (1) a United States Department of Veterans Affairs (“VA”) health care provider; (2) a DOD TRICARE network authorized private health care provider; (3) a DOD non-network TRICARE authorized private health care provider; or (4) a health care provider as defined in 29 CFR 825.125. If you are unable to make certain of the military-related determinations contained below in Part B, you are permitted to rely upon determinations from an authorized DOD representative (such as a DOD recovery care coordinator).**

(Please ensure that Section I above has been completed before completing this section. Please be sure to sign the form on the last page.)

**Part A: HEALTH CARE PROVIDER INFORMATION**

Health Care Provider’s Name and Business Address:

\_\_\_\_\_

Type of Practice/Medical Specialty: \_\_\_\_\_

Please state whether you are either: (1) a DOD health care provider; (2) a VA health care provider; (3) a DOD TRICARE network authorized private health care provider; (4) a DOD non-network TRICARE authorized private health care provider, or (5) a health care provider as defined in 29 CFR 825.125:

\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

**PART B: MEDICAL STATUS**

(1) The current Servicemember’s medical condition is classified as (Check One of the Appropriate Boxes):

**(VSI) Very Seriously Ill/Injured** – Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

**(SI) Seriously Ill/Injured** – Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. (Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.)

**OTHER Ill/Injured** – a serious injury or illness that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank, or rating.

**NONE OF THE ABOVE** (Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a “serious health condition” under § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.)

(2) Is the current Servicemember being treated for a condition which was incurred or aggravated by service in the line of duty on active duty in the Armed Forces? Yes  No

(3) Approximate date condition commenced: \_\_\_\_\_

(4) Probable duration of condition and/or need for care: \_\_\_\_\_

(5) Is the servicemember undergoing medical treatment, recuperation, or therapy for this condition? Yes  No

If yes, please describe medical treatment, recuperation or therapy:

---

**PART C: SERVICEMEMBER'S NEED FOR CARE BY FAMILY MEMBER**

(1) Will the servicemember need care for a single continuous period of time, including any time for treatment and recovery? Yes  No

If yes, estimate the beginning and ending dates for this period of time: \_\_\_\_\_

(2) Will the servicemember require periodic follow-up treatment appointments? Yes  No

If yes, estimate the treatment schedule: \_\_\_\_\_

(3) Is there a medical necessity for the servicemember to have periodic care for these follow-up treatment appointments? Yes  No

(4) Is there a medical necessity for the servicemember to have periodic care for other than scheduled follow-up treatment appointments (e.g., episodic flare-ups of medical condition)?  
Yes  No

If yes, please estimate the frequency and duration of the periodic care:

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---

**Signature of Health Care Provider:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. 2616; 29 CFR 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution AV, NW, Washington, DC 20210. **DO NOT SEND THE COMPLETED FORM TO THE WAGE AND HOUR DIVISION; RETURN IT TO THE PATIENT.**

Personnel - All EmployeesFamily and Medical Leave Policy

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

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

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

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

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

Legal Reference: 29 USC §§ 2611 to 2618 and  
29 CFR Part 82

Date of Adoption: [Insert Date]

Personnel - All EmployeesAdoption Leave

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

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

Legal Reference: Neb. Rev. Stat. Sec. 48-234

Date of Adoption: [Insert Date]

Personnel - All EmployeesDrug and Substance Use and Abuse

It is the policy of the Chase County School District to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the usage of drugs, alcohol and illegal substances. The District will implement regulations and practices which will insure compliance with laws relating to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

**Section 1 Drug-Free Workplace**

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.
6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

**Section 2 Alcohol and Drug Testing**

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. (See attached Appendix "1"). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

Legal Reference: 41 U.S.C. §§701 to 707  
49 U.S.C. §31306 and 49 CFR Part 382

Date of Adoption: [Insert Date]

4009 - APPENDIX 1

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:  
FEDERAL REGULATIONS, Chase County SCHOOL'S COMPLIANCE POLICIES AND  
PROCEDURES, AND EDUCATIONAL MATERIALS**

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, Chase County Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

**(A) The persons designated by Chase County Schools to answer employee questions about these materials are:**

Superintendent of Schools  
Secondary Principal

**(B) The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are:**

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

**(C) The term "safety-sensitive functions" means:**

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
- (4) All time, other than driving time, in or upon any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**(D) Employee conduct that is prohibited by the federal controlled substances and alcohol use and testing regulations includes:**

1. **Alcohol concentration.**  
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
2. **Alcohol possession.**  
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**  
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**  
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**  
No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test.**  
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**  
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test.**  
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

**(E) The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:**

1. **Pre-employment testing.**  
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.
2. **Post-accident testing.**
  - (a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
    - (1) Who was performing safety-sensitive functions with respect to the vehicle,

- if the accident involved the loss of human life; or
- (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
- (b)
    - (1) *Alcohol tests*. Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.
    - (2) *Controlled substance tests*. Shall be administered within 32 hours following the accident.
  - (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

### 3. **Random testing.**

- (a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.
- (b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
- (c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.
- (d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

### 4. **Reasonable suspicion testing.**

- (a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).
- (b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:
  - (i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
  - (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. **Return-to-duty testing.**

(a) **Alcohol.** If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) **Controlled Substances.** If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. **Follow-up testing.**

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

**(F) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include:**

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

**(G) An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations.**

**(H) A "refusal to submit" to an alcohol or controlled substance test includes:**

*Refuse to submit* (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

**The consequences for refusing to submit to an alcohol or controlled substances test are as follows:** A driver who has refused to submit to a required alcohol or controlled substance

test is subject to the same consequences as a driver who has tested positive on an alcohol (concentration of 0.04 or greater) or controlled substances test.

**(I) The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include:**

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

**(J) The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include:** Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

**(K) Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected:** Information will be made available by the counselor to employees upon request.

Date of Adoption: [Insert Date]

**APPLICANT'S CONSENT  
TO OBTAIN PAST DRUG AND ALCOHOL TEST RESULTS**

I, \_\_\_\_\_ [insert applicant's name], understand that as a condition of hire with Chase County Schools ("School District") I must give written Consent to obtain the results of all DOT-required drug and/or alcohol tests (including any refusals to be tested) from all of the companies for which I worked as a driver, or for which I took a pre-employment drug and/or alcohol test during the past two (2) years. I also understand that the School District requires me to consent to access to the same information concerning any non-DOT driver drug and/or alcohol tests which I took during this same period of time. I have also been advised and understand that my signing of this consent does not guarantee me a job or guarantee that I will be offered a position with the School District.

Below I have listed all of the companies for which I worked as a driver, or for which I took a pre-employment driver position drug and/or alcohol test during the past two (2) years. I hereby consent to the School District obtaining from those companies, and I hereby consent to those companies furnishing to the School District, all requested information concerning my drug and alcohol tests, including:

- (i) all DOT and non-DOT alcohol test results of 0.04 or greater during the past two (2) years;
- (ii) all verified positive DOT and non-DOT drug test results during the past two (2) years;
- (iii) all instances in which I refused to submit to a DOT-required drug and/or alcohol test during the past two (2) years;
- (iv) any other violations of DOT agency drug and alcohol testing regulations during the past two (2) years; and
- (v) documentation of successful completion of DOT return-to-duty requirements (including follow-up tests) in the event of a violation of a DOT drug and alcohol testing regulations during the past two (2) years.

I specifically authorize the companies to fully complete the School District's Report of Past Drug and/or Alcohol Test Results form.

The following is a list of all of the companies for which I worked as a driver, or for which I took a pre-employment driver position drug and/or alcohol test, during the past two (2) years:

<u>Company name</u>	<u>Dates worked for/took pre-employment test</u>
_____	_____
_____	_____
_____	_____
_____	_____

**APPLICANT CERTIFICATION**

I have carefully read and fully understand this Consent to release my past drug and alcohol test results. In authorizing the release of my test results, I consent and agree to waive any physician-patient privilege that may otherwise exist with respect to the confidentiality of my drug and alcohol test results. I further release the Company and its medical review officer, and any officer, employee or agent of the Company or medical review officer whose disclosure of the results is in accordance with this release from any and all claims or causes of actions which may result from the disclosure of such test results to the person or persons identified on this release form.

In signing below, I certify that all of the information which I have furnished on this form is true and complete, and that I have identified all of the companies for which I have either worked, or for which I took a pre-employment drug and/or alcohol test, as a driver during the past two years. I understand that this information is material to my hiring and that my failure to provide true and complete information will automatically disqualify me for a position with the School District or, in the event that I am hired, subject me to immediate termination. Further, I understand that in the event of receipt of a report of past drug and/or alcohol violation, any conditional offer of employment will be revoked and in the event I have been hired, any employment will be automatically ended.

_____ Signature of Applicant	_____ Print Name	_____ Date
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**REQUEST FOR PAST TEST RESULTS**

To: \_\_\_\_\_ *[Insert name of previous employer]*  
From: \_\_\_\_\_ *[Insert name and title of school representative]*  
Subject: Request to obtain past drug and alcohol test results  
Date: \_\_\_\_\_ *[Insert date]*

\_\_\_\_\_ *[Insert applicant's name]* has advised us that he/she  worked for your company as a driver or that he/she  applied to work as a driver for you, during the previous two (2) years.

Regulations of the Department of Transportation (DOT) (49 C.F.R. § 40.25) require us to obtain from you, and **require you to provide** to us, information concerning the above-named driver's past drug and alcohol test results (including refusals to be tested).

In accordance with DOT's regulations, therefore, we are providing you with the driver's written consent directing you to provide us with the past drug and alcohol testing results, as set forth in the consent. A Report form to provide the requested information is also enclosed for your convenience.

Please send this information to

Chase County Schools  
520 E 9<sup>th</sup> Street  
PO Box 577  
Imperial, NE 69033-0577

as soon as possible, either by facsimile (308) 882-5629 or by mail. As required by the DOT, the information which you furnish will be treated as strictly confidential.

Enclosures:

- Document No. 1. Applicant's Consent to Obtain Past Drug and Alcohol Test Results.**
- Document No. 4. Report of Past Drug and Alcohol Test Results.**

**REPORT OF PAST DRUG AND/OR ALCOHOL TEST RESULTS**

To: Chase County Schools ("School District")  
From: \_\_\_\_\_ [Insert name of Company submitting results]  
Re: \_\_\_\_\_ [Insert Driver/Applicant's name]  
\_\_\_\_\_ [Insert Driver/Applicant's Social Security Number]  
\_\_\_\_\_ to \_\_\_\_\_ [Insert "Relevant 2 Year Period" dates]

In accordance with the DOT regulations, at School District's request, and with the Driver/Applicant's Consent, the Company reports the following results of drug and alcohol tests conducted on the above named Driver/Applicant by this Company during the above designated "Relevant 2 Year Period."

**(i) Past Alcohol Test Results:**  No alcohol tests conducted during relevant period  
Date of Test: \_\_\_\_\_  0.04 or greater  Negative  Refused to be tested  
Date of Test: \_\_\_\_\_  0.04 or greater  Negative  Refused to be tested

**(ii) Past Drug Test Results:**  No drug test conducted during relevant period  
Date of Test: \_\_\_\_\_  Verified Positive  Negative  Refused to be tested  
Date of Test: \_\_\_\_\_  Verified Positive  Negative  Refused to be tested

**(iii) Refusals to Submit:** (Note: Refusals to submit include verified adulterated or substituted drug tests)  
 No refusal to submit to drug and/or alcohol test during relevant period  
 Refusal to submit to drug and/or alcohol test during relevant period, on the following dates:  
Date of Refusal: \_\_\_\_\_ Nature of Refusal: \_\_\_\_\_  
Date of Refusal: \_\_\_\_\_ Nature of Refusal: \_\_\_\_\_

**(iv) Any Other Violations of DOT Agency Drug and/or Alcohol Testing Regulations:**  
 No such violations during period specified  
 Violations occurred during relevant period, on the following dates:  
Date of Violation: \_\_\_\_\_ Nature of Violation: \_\_\_\_\_  
Date of Violation: \_\_\_\_\_ Nature of Violation: \_\_\_\_\_

**(v) Completion of DOT Return-to-Duty Requirements, including follow-up tests:**  
 Not Applicable, no violations occurred during period specified  
 Not Applicable, violation(s) occurred during period specified, but Company has no record of successful completion of return-to-duty requirements  
 Documents are attached; violation(s) occurred during period specified, and Employee successfully completed return-to-duty requirements

\_\_\_\_\_  
Date Name of person completing form (type/print) Title (type/print)

Personnel - All EmployeesBloodborne Pathogen Compliance PlanA. Procedures for Control of Communicable Diseases.

The School District shall cooperate with county and state health departments in developing procedures for the control of communicable disease in School District programs and activities. Procedures shall conform to the regulations for communicable disease control set up by the state health department. The Superintendent or designee shall establish an exposure control plan in accordance with OSHA's "Occupational Exposure to Blood-Borne Pathogens" Standard.

B. Students

1. Contagious and Infectious Diseases. Contagious and infectious diseases subject to this part include those diseases regulated by the Nebraska Department of Health and Human Services regulations pertaining to school health and communicable disease control (173 NAC 3). A student showing any signs or symptoms of a contagious or infectious disease will be excluded from attending Chase County Schools or programs in accordance with the Contagious and Infectious Disease Chart attached to those regulations and not be allowed to return until the minimum isolation period has elapsed, and all signs or symptoms of illness have disappeared in accordance with the Chart. Students with contagious or infectious diseases or conditions other than those listed in the Chart will be subject to exclusion until the student's physician gives a written statement that the disease or condition is not in a communicable stage or there is minimal risk of transmission to others in a school program setting.
2. Bloodborne Pathogen Communicable Diseases. Communicable diseases subject to this part include diseases spread via bloodborne pathogens, including Human immunodeficiency virus (HIV) (including AIDS) and Hepatitis B (only carriers are of concern). A student with such a disease shall not be excluded or be subject to different treatment concerning services or participation in activities in the absence of an individualized determination that exclusion or modifications are appropriate because the student's condition poses an imminent threat to the health or the safety of others in the School District or program community. Such a determination shall be made by following established policies and procedures for students with chronic health problems or students with disabilities. Decision makers are to consult with the student's physician and parent or guardian; respect the student's and family's privacy rights; and reassess the placement if there is a change in the student's need for accommodations or services.

In making such a determination, the following factors will be evaluated: (1) the nature of the disease; (2) the age of the student; (3) the behavior of the student; (4) the neurological development of the student; (5) the physical condition of the student; (6) the expected type of interaction which the student will have with other individuals in the proposed placement setting; (7) the degree to which other individuals may be exposed to infectious organisms; (8) the hygienic practices of the student; (9) the risk of transmission of the disease from the student to those individuals with whom the student will interact; and (10) any other pertinent factor reasonably related to the decision.

3. Reporting. Employees who become aware that a student has been diagnosed with or is suspected of having a reportable disease shall immediately inform the Superintendent or designee, who shall notify the appropriate Superintendent of the school in which the student is enrolled and make a report to the Board of Health where required by law.

C. Employees

1. Contagious and Infectious Diseases. When an employee has a contagious or infectious disease which is in a communicable stage or presents more than a minimal risk of transmission to others, the employee should not report to work and is expected to follow the absence reporting procedures. Employees should in general follow the same guidelines for absence from work as a student is to follow under the guidelines of the Contagious and Infectious Disease Chart of the Nebraska Department of Health and Human Services regulations pertaining to school health and communicable disease control. Prior to returning to work, employees shall upon request submit a physician's written statement stating that the employee is able to return to work and does not pose a significant risk of transmission of the disease to others.
2. Bloodborne Pathogen Communicable Diseases. Communicable diseases subject to this part include diseases spread via bloodborne pathogens, including Human immunodeficiency virus (HIV) (including AIDS) and Hepatitis B (only carriers are of concern). An employee with a communicable disease, or an applicant for employment, shall be employed or be continued in employment without consideration of the communicable disease provided the employee or applicant is able to perform the essential functions of the position with such reasonable accommodations as may be necessary and provided the communicable disease does not pose an imminent threat to the health or the safety of others within the employee's work environment. Employees who have a communicable disease are expected to conduct themselves in such a manner as to not place others at risk and, in the event reasonable accommodation is necessary to avoid such risk, to make a confidential request for such accommodation.

D. General Provisions

1. No Discrimination or Harassment. No employee or student shall be unlawfully discriminated against or subjected to harassment on the basis of having a communicable disease.
2. Privacy. Every employee has a duty to treat as highly confidential any knowledge or speculation concerning the bloodborne pathogen status of a student or other employee. Violation of medical privacy may be cause for disciplinary action against the employee, including possible termination.

No information regarding a person's bloodborne pathogen status will be divulged to any individual or organization other than School District employees or agents who have a need to know of the circumstance, appropriate officials of the school in which the student is enrolled, and emergency medical personnel with a need to know, without a court order or a signed and dated consent of the person with the bloodborne pathogen infection (or the parent or guardian of a minor).

3. Records. All health records, notes, and other documents that reference an employee's bloodborne pathogen status or occupational exposure will be maintained in a separate confidential medical file for the employee. Records of occupational exposure shall be maintained for at least the duration of employment plus 30 years in accordance with OSHA standards.

All health records, notes, and other documents that reference a student's bloodborne pathogen status will be maintained in a separate confidential medical file for the student.

4. Infection Control. All employees are required to consistently follow infection control guidelines. Employees are required to follow the exposure control plan of The School District established in accordance with OSHA's "Occupational Exposure to Blood-Borne Pathogens" Standard. The use of universal precautions is mandated and work practice controls to minimize or prevent potential exposure are to be implemented. Any incident of exposure to blood shall be reported, evaluated, and follow-up completed and shall be shared only to the extent required to accomplish legitimate educational goals and to comply with employees' right to know requirements. Equipment and supplies needed to apply the infection control guidelines will be maintained and kept accessible.

5. Staff Development. The Superintendent or designee will make communicable disease and bloodborne pathogen education programs available to employees as

appropriate to convey guidance on infection control procedures and inform employees about School District policies.

Legal Reference: 173 NAC 3 (HHS Control of Communicable Disease regulation) §§ 20-167 and 20-168 (HIV/AIDs statutes)  
Neb. Rev. Stat. Sec. 79-264 (student emergency exclusion)  
29 CFR 1910.1030 (OSHA Bloodborne Pathogens regulation)  
ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq.  
Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq.  
Nebraska Fair Employment Practices Act--§§48-1101 to 48-1126  
20 U.S.C. 1232g (FERPA)

Date of Adoption: [Insert Date]

Personnel - All EmployeesInfectious Diseases

In the event that a student, employee, or other person in frequent contact with students, employees or others present in Chase County Schools contracts an infectious disease, the determination of whether that person should be permitted to remain on duty, attend school or participate in school activities shall be made on a case-by-case basis. The following factors will be taken into consideration:

- (1) The behavior, neurological development, and physical condition of the student;
- (2) The expected type of interaction with others in the school setting;
- (3) The impact on both the infected person and others in that setting.

The determination of whether or not the infected person remains in the school shall be based on scientific and medical evidence.

When it is determined that an infected student poses an imminent threat to the health and safety of the school community or that the student's conduct presents a clear threat to the physical safety of himself, herself, or others, the provisions of the Communicable and Infectious Disease policies shall be implemented, providing for the exclusion of that student.

Any person with an infectious disease will retain the rights of confidentiality and privacy, limited to individuals in a need-to-know position (administrators and board members). The community shall be informed that an infectious disease is present in the school system and that the person will be excluded if the situation warrants such action, based on medical and legal advice. No information will be given out about the individual, his or her specific medical record, or about the family without the written permission of the individual (adult) or parent/legal guardian (student).

Legal Reference: 173 NAC 3 (HHS Control of Communicable Disease regulation) §§ 20-167 and 20-168 (HIV/AIDs statutes)  
Neb. Rev. Stat. Sec. 79-264 (student emergency exclusion)  
29 CFR 1910.1030 (OSHA Bloodborne Pathogens regulation)  
ADA-42 U.S.C. §12101 et seq.; 28 CFR §35.101 et seq.  
Rehabilitation Act of 1973, Section 504--29 U.S.C. §791, et seq.; 34 CFR §104, et seq.  
Nebraska Fair Employment Practices Act--§§48-1101 to 48-1126  
20 U.S.C. 1232g (FERPA)

Date of Adoption: [Insert Date]

Personnel-All EmployeesPersonnel Files

Any teacher, administrator, or full-time employee of any public school district shall, upon request, have access to their personnel file and shall have the right to attach a written response to any item in such file, and may in writing authorize any other person to have access to such file, which authorization shall be honored by the district. Such access and right to attach a written response shall not be granted with respect to any letters of recommendation solicited by the employer which appear in the personnel file. No other person except school officials while engaged in their professional duties shall be granted access to such file nor shall the contents thereof be divulged in any manner to any unauthorized person.

Legal Reference: Neb. Rev. Stat. Sec. 79-539; Sec. 79-8,109

Date of Adoption: [Insert Date]

Personnel - All EmployeesReceiving Agents, Salespersons, and Other Business Representatives

No school employee shall visit with or discuss business matters of a personal nature with any sales representative during the hours the employee is on duty in the school, except by special permission of the Superintendent or building principal.

Any agent or business representative calling on school personnel about school matters, such as, textbooks, publication of the school annual, class insignia, athletic equipment, school equipment, school supplies, building and custodial supplies, and the like, shall first obtain the permission of the Superintendent or building principal and it is the duty of the school employee to ascertain that the representative has such permission. In general, a teacher shall not interrupt class work to confer with such representatives.

Legal Reference: Neb. Rev. Stat. Sec. 79-8,100

Date of Adoption: [Insert Date]

Personnel - All Employees

Unauthorized Purchases

Any employee who orders any supplies or equipment without express authorization of the Superintendent or building principal may be personally liable for payment of the bill for the material so ordered.

Date of Adoption: [Insert Date]

Personnel - All Employees

Use of School Facilities and Equipment by School Employees

The Superintendent may approve use of school facilities, equipment and other resources by school employees, except for activities which result in personal or corporate gain and provided that such use is consistent with Policy No. 1100.

School vehicles shall not be available for personal use.

Date of Adoption: [Insert Date]

Personnel - All Employees

Activity Passes

All employees and Board of Education members of Chase County Schools may be given an activity pass which will admit the employee and Board of Education member and spouse to school activities. The activity pass may be used only by the person whose name appears on the pass.

Date of Adoption: [Insert Date]

PersonnelCommunity Relations—Political Activity

The Board requires that staff members who desire to seek public office or to engage in other political activity likely to interfere with their normal work requirements seek prior Board approval.

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

1. Their position, whether as an instructor or as a leader or supervisor of other employees;
2. Classrooms, buildings or facilities;
3. Students; or
4. School equipment, materials or mailing systems.

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

Date of Adoption: [Insert Date]

Personnel - All EmployeesFair Labor Standards Act (Minimum Wage & Overtime)

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

Overtime: Overtime will be paid to non-exempt employees as required by law. Compensatory pay in-lieu of overtime pay may be implemented in accordance with law. A non-exempt employee shall not work overtime without the express approval of the employee's supervisor.

Salaried Basis: The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. (Teaching professionals are not subject to the "salaried basis" test). An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Superintendent or the Superintendent's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

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

Legal Reference: Fair Labor Standards Act, 29 U.S.C. § 201 et seq.  
29 CFR §§ 541.303; 541.602; 541.603; 541.710; 553.20-28; and 771.105

Date of Adoption: [Insert Date]

Personnel - All EmployeesShredding Consumer Reports

It is the policy of Chase County Schools to take reasonable measures to protect against unauthorized access to consumer information from consumer reports.<sup>1</sup> A consumer report includes criminal background checks performed on applicants or employees by a third party. It does not include criminal checks performed by school staff.

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

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

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

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

Date of Adoption:     [Insert Date]

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

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

Personnel - All EmployeesSocial Security Numbers

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

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

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

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

Legal Reference:       Neb. Rev. Stat. Sec. 48-287  
                              5 USCS § 552a (note) (Privacy Act of 1974)

Date of Adoption:     [Insert Date]

Personnel - All EmployeesMilitary and Family Military Leave

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

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

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

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

Legal Reference:      Neb. Rev. Stat. Sec. 55-160 to 55-166;  
                              Neb. Rev. Stat. Sec. 55-501 to 55-507  
                              29 U.S.C.A. §§ 2611, et seq. and 29 CFR Part 825  
                              38 USC Sections 4301 to 4333 and 20 CFR Part 1002

Date of Adoption:    [Insert Date]

Personnel - All EmployeesNotification of Arrest, Criminal Charges, and Certificate, License or Child Abuse Complaints

Employees must notify the Superintendent by the next working day after:

1. Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:
  - a. The maximum penalty for the crime equals or exceeds six months incarceration;
  - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
  - c. Conviction would impact performance of employee's job responsibilities, including offenses that:
    - i. Would impact the responsibility to be a role model for students;
    - ii. Would impact the employee's ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives our students, including on extracurricular activities; or
    - iii. Would impact the employee's Commercial Drivers License if the employee's job requires that the employee have a CDL.
  - d. The arrest or the alleged criminal activity occurred while the employee was on duty, on school property or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.
  - e. Employees must also promptly report to the Superintendent whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense was not otherwise reportable.
2. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the employee's position.
3. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

Further, employees must give full disclosure of any Child Protection Act investigation that resulted in an "inconclusive" determination that occurred at any time. Current employees must give such disclosure within ten days following adoption of this Policy. As a condition of employment, applicants for employment must give such disclosure prior to commencement of employment. Any hiring made without such disclosure shall

be subject to being immediately revoked in the event the required disclosure was not given.

Employees must give full disclosure of the existence and nature of the above proceedings and must also promptly notify the Superintendent of the disposition of the proceedings.

Legal documents relating to the proceedings shall be treated and maintained as part of the employee's confidential criminal background file.

Failure to notify as required under this policy may subject the employee to disciplinary action, up to and including termination.

Date of Adoption: [Insert Date]

Personnel - All Employees

Wage and Deduction Information

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

Legal Reference:      Neb. Rev. Stat. § 48-1230

Date of Adoption:    [Insert Date]

Personnel - All EmployeesProfessional Boundaries Between Employees and Students

All employees are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following non-exclusive list of actions will be regarded as a violation of the professional boundaries that employees are expected to maintain with a student:

- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school--related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).
- Engaging in social-networking friendships with a student on MySpace, Facebook, or other social networking site. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.
- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance - verbal, written, or physical - towards a student.
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.
- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.

- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.
- Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of family relationships between employees and their children who are students in the District.

Date of Adoption: [Insert Date]

Personnel - All Employees

Prohibition on Aiding and Abetting Sexual Abuse

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

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

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

Legal Reference: ESSA sec. 8038, § 8546

Date of Adoption: [Insert Date]

Personnel - All EmployeesWorkplace Privacy Policy

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

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

- a. Monitor, review, access, or block electronic data stored on an electronic communication device supplied by or paid for in whole or in part by the District or stored on the District's network, to the extent permissible under applicable laws;
- b. Access information about an employee or applicant that is in the public domain or is otherwise obtained in compliance with the Workplace Privacy Act;
- c. Conduct an investigation or require an employee to cooperate in an investigation if the District has specific information about potentially wrongful activity taking place on the employee's personal Internet account, for the purpose of ensuring compliance with applicable laws, regulatory requirements, or prohibitions against work-related employee misconduct;
- d. Any other reason permitted by the Workplace Privacy Act.

Legal Reference:       Laws 2016, LB 821

Date of Adoption:     [Insert Date]

Personnel - All EmployeesEmployee Fundraising

Any employee who directly or indirectly seeks to use their position as a District employee to fundraise (such as through a crowd funding initiative) must obtain prior approval from the Superintendent or Superintendent's designee before taking any action to fundraise.

An employee who receives permission to fundraise shall abide by the following requirements:

- a. The employee shall inform the Superintendent or Superintendent's designee of any content (including online messages or requests) that the employee intends to publish.
- b. The employee shall not violate any District policy, rule or law in any fundraising efforts and shall keep all student information confidential.
- c. The employee must account for any money raised through the approved fundraising effort and shall provide evidence to the Superintendent or Superintendent's designee as to how the money was spent.

District employees who engage in fundraising efforts in their private capacities need not abide by this policy.

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Qualifications for Appointment as Teacher

To be eligible for appointment as a teacher, an applicant must have a minimum of a Bachelor's Degree from an accredited or approved college or university and have a current teaching certificate from the State of Nebraska, Department of Education (or provide satisfactory evidence that these requirements will be in place prior to commencement of duties), and such other certification or license as may be required by law.

Legal Reference: Neb. Rev. Stat. Sec. 79-801 et. seq.

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Qualifications for Appointment to Administrative and Supervisory Positions

To be eligible for appointment to any administrative or supervisory position, an applicant must have a minimum of a Master's Degree from an accredited institution of higher learning with graduate training in educational supervision and administration from an accredited or approved college or university and have a current Administrative and supervisory certificate from the State of Nebraska, Department of Education (or provide satisfactory evidence that these requirements will be in place prior to commencement of duties), and such other certification or license as may be required by law.

Legal Reference: Neb. Rev. Stat. ' 79-801 et. seq.

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesContract

Certificated employees shall be recommended for hiring by the Superintendent with the final approval by the Board of Education prior to hiring. Final approval must be made by formal motion of the Board of Education. The final approval by the Board of Education should generally follow closely the recommendation of the Superintendent whenever possible, but such approval of recommendation is not mandatory on the Board of Education.

All contracts for employment of a teacher or administrator to be effective must meet the following conditions:

1. The contract must be in writing and contain such provisions as are required by law.
2. The employed person must hold a valid teaching or administrative certificate at all times.
3. The employed person must not be under contract to another district in this state.
4. The contract must be approved by at least ~~four (4)~~ five (5) school Board members and signed by a designated member of the Board.

No member of the Board of Education may cast a vote in favor of the election of any teacher when such member of the Board is related to him or her or to the majority of the Board by blood or marriage.

Legal Reference:     Neb. Rev. Stat. Sec. 79-817  
                          Neb. Rev. Stat. Sec. 79-818  
                          Neb. Rev. Stat. Sec. 79-819

Date of Adoption:    [Insert Date]

Personnel - Certificated Employees

Certification

Each certificated staff member shall hold at all times a valid Nebraska teaching or administrative certificate.

Legal Reference: Neb. Rev. Stat. Sec. 79-802

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Probationary Certified Employees

During the first three (3) years of employment with the School District, as determined and calculated in accordance with state law, a certificated employee shall be considered a probationary employee. A probationary employee's rights to continued employment status and non-renewal of a probationary employee's contract shall be determined according to law.

Legal Reference: Neb. Rev. Stat. Sec. 79-824

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Permanent Certified Employees

A certificated employee who has been employed for the full probationary period as set forth in policy 4120 and in accordance with state law is a permanent certificated employee. A permanent certificated employee's rights to continued employment status and termination of said permanent certificated employee's contract shall be determined according to law.

Legal Reference: Neb. Rev. Stat. Sec. 79-824

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Assignment of Duties

The Superintendent shall have the authority to assign and reassign teachers and other staff to extracurricular activities and other specific activities, including supervision of pupils in halls, study halls, playgrounds, work on faculty committees and staff activities, and other duties necessary for the operation of the school.

Legal Reference: Neb. Rev. Stat. Sec. 79-839

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesAgents/Tutors

Teachers and other certificated staff shall not act as agents, or accept commission, royalties, or other rewards for books or other school materials, the selection or purchases of which they may influence.

A professional employee may not provide private tutoring or professional services in exchange for compensation from a source other than the School District without advance approval of the Superintendent:

1. to a child that the employee teaches or provides professional services in the course and scope of the employee's duties to the School District; or
2. in a facility owned or under the control of the District; or
3. during the employee's duty hours.

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

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

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Student Teachers and Pre-Student Teachers

The district will cooperate with colleges and universities by allowing students who are preparing to teach to devote a reasonable amount of time to training in our schools, provided that this training will in no way impede the satisfactory progress of pupils.

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

Substitute Teachers

Persons employed as substitute teachers shall meet such qualifications as are established by law and the State Department of Education and may be employed for periods of time in the absence of the regular teacher.

Rates of compensation for all substitute teachers will be set by the Board, provided that after a substitute employee has been on duty for fifteen (15) consecutive school days, such substitute teacher shall be paid on a per diem rate applying the salary schedule in place for certificated teachers for the school district based upon the substitute teacher's level of educational attainment and years of teacher experience. Substitute teachers will not participate in the health plan or other fringe benefits of the school district.

The Superintendent shall be responsible for recruitment, selection, assignment, orientation and evaluation of substitute teachers.

Legal Reference: Neb. Rev. Stat. § 79-808

Date of Adoption: [Insert Date]

PersonnelProfessional GrowthRequired Professional Growth Activities

Every six years the teachers in the Chase County Schools system shall give evidence of professional growth as is approved by the school board in order to remain eligible for continued employment. Educational travel, professional publications, work on educational committees, college work, or such other activity approved by the school board may be accepted as evidence of "professional growth".

Professional Growth Period - This refers to each six year period during which teachers are required to give evidence of professional growth. A tenured teacher, upon employment on September 1, begins his/her initial six year growth period at that time, and end it on August 31, six years later. The beginning of the seventh year starts the second six year period.

Professional Growth Points - All teachers must earn a total of 24 professional growth points during each professional growth period. Each activity of professional growth has its own criteria for acceptance and evaluation. It is the individual teacher's responsibility to show that the activity did actually contribute to his/her professional development and to their increased effectiveness in the capacity in which he/she is employed. The requirement of proof may be accomplished in a variety of ways such as: written reports, AV presentations, grade transcripts, etc.

Procedures for Applying for Growth Credit - Application for accreditation of professional growth activities and college credit shall be made on forms prescribed by the Professional Growth Committee. A separate application shall be submitted for each activity for which growth points are requested. Application shall be initiated by the person requesting credit. Any activity not clearly defined as a possibility for professional growth must have preliminary approval before participation by the superintendent and principal. The application, together with substantiating evidence that the work has been completed, shall be given to the principal's office. After the professional growth committee has considered the application, then reviewed and signed by the superintendent, notice will be sent to the applicant of the approval or non-approval. After all the parties have taken action, the application will be filed in the applicant's personal file. Teachers may earn more than twenty-four professional growth points in a six year period and have these recorded on their record if they so request this to the superintendent/or principal.

Professional Growth Committee - A professional growth committee will be appointed by the superintendent. The principal and two teachers will make up this committee. The teachers will be appointed for a two year period.

Classification of Activities - Listed are the activities for which growth points may be obtained and in addition, the maximum number of points allowed. The required 24 points may be earned in a single year or over a period of six years. Points earned during one growth period may not be carried over into the succeeding professional period, even though they may have earned in excess of the required number.

***Professional Development Activities:***

<b>Professional Development Activity</b>		<b>Point Criteria</b>
I. Course Work		
	A. College or University Courses	One semester hour = 4 pts
	B. Verified Audit of College or University Courses	One semester hour = 1 pt
II. Professional Meetings		
	A. Workshops, curriculum conf. & conventions	Three seat hours = 1 pt <sup>1</sup>
	B. TV or Internet In-service Programs	Six viewing hours = 1 pt
	C. Professional presentations prepared and presented to adults at a workshop, conference, or convention	One hour = 1 pt
III. Other Pre-Approved Activities <sup>2</sup>		
	A. Professional research related to pedagogy	Administrative discretion - up to 4 pts
	B. Publication of work in professional journals or other educational related materials	Administrative discretion - up to 4 pts
	C. Travel to destination related to endorsed area or subject matter of assigned curriculum	Administrative discretion - up to 4 pts
	D. School visitations or accreditation/visitation committees	One day = 1 pt
	E. Summer employment related to endorsed area or subject matter of assigned curriculum	Administrative discretion - up to 4 pts
	F. Service as a "cooperating Teacher" for student Teacher.	One semester = 1 pt
	G. Service as an appointive or elected officer of a professional organization	Administrative discretion - up to 4 pts
	H. Other activities not included above may be considered by the Professional Growth Committee after prior approval from the administration	Administrative discretion - up to 4 pts

If a staff member attends a workshop or conference for one and one-half hours (1/2 point possible credit), then that workshop may be referred to the Professional Growth Committee, if accompanied by another application from the same category for another one-half point.

No more than 8 growth points can be awarded in the areas of extra-curricular activities in any growth period.

All applications eligible for consideration must be turned into the principal's office during the six year growth period of time.

Legal Reference: Neb. Rev. Stat. Sec. 79-830

Date of Adoption: [Insert Date]

<sup>1</sup> Except Chase County Schools sponsored workshops.

<sup>2</sup> "Pre-approved Activities" shall mean those professional growth activities proposed by the certificated employee to be credits with points for purposes of professional growth under this policy that have been approved for such purpose in writing by the Superintendent and Principal.

Personnel - Certificated EmployeesTeacher Training

The district shall provide and promote development programs for all professional staff - Superintendent, principals, teachers and the board of education. Features of the staff development program:

1. Staff development resources and time shall be allocated in keeping with the key values and priorities of the district.
2. The staff development program shall concentrate on the programs and practices of effective schools and teaching, goal setting, assessment procedures, evaluation of staff, and the change process.
3. Content shall be selected that has been verified by research to improve student outcomes.
4. Teachers shall be actively involved in initiating, planning, and conducting the development programs for teachers.

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesEvaluation of Teachers

These evaluation procedures are applicable to certificated staff (teachers). Administrators are not covered by this evaluation policy.

1. Communication of Evaluation Process.

Annual written communication of the evaluation process to those being evaluated shall be made by distributing a copy of the evaluation instrument to the certificated staff at the beginning of each school year.

2. Duration and frequency of observations and written evaluations

The duration and frequency of observations and written evaluations for probationary and permanent (tenured) teachers are to be as follows:

a. Probationary Teachers.

- i. Formal observations of probationary teachers shall be based upon actual classroom observations for an entire instructional period.
- ii. Probationary teachers shall be formally observed and evaluated at least once each semester.
- iii. The responsible evaluator is expected to complete the second semester evaluations of probationary teachers prior to April 15 of each year.

b. Permanent Teachers.

- i. Formal observations and evaluations of permanent teachers are to be based upon actual classroom observations for an entire instructional period.
- ii. Permanent teachers are to be formally observed and evaluated at least once each school year.

c. Teachers' Responsibility. Teachers are expected to inform the responsible evaluator of instructional periods that would be conducive to an evaluation and to make themselves readily available for evaluations. In the event the responsible evaluator has not initiated the evaluation process nearing the time within which an evaluation is required to be completed, the teacher has the responsibility to notify the responsible evaluator such that the evaluation can be completed when due.

d. Failure to Complete Evaluations. For permanent teachers, a failure to complete evaluations with the designated duration and frequency shall not give the permanent teacher rights, but is to be considered in evaluating the responsible evaluator's performance.

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

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

### 3. Evaluation Criteria

Teachers shall be evaluated based upon the following district-defined evaluation criteria:

- Instruction, which includes:
  - Instructional Process
  - Instructional Climate, which includes Classroom Organization and Management
- Professionalism, which includes:
  - Professional Conduct
  - Personal Conduct
- Improvement, which includes:
  - Teaching Improvement
  - School Improvement

The descriptors set forth in the evaluation instrument approved by the board of education set forth the specific district-defined criterion within each of the foregoing criteria areas.

In preparing summative evaluations, evaluators are to consider not only the formal observations conducted, but also informal observations and other relevant information concerning the performance of the teacher in each of the evaluation criteria.

### 4. Communication of Deficiencies

The evaluation process shall include written communication and documentation to the evaluated teacher specifying all noted deficiencies, specific means for the correction of the noted deficiency, and an adequate timeline for implementing the concrete suggestions for improvement.

As professionals, teachers may be assigned responsibility to provide suggestions for improvement plans or job growth strategies and shall have the duty of complying with such requests. Further, in the event improvement plans or other similar performance measures are implemented, teachers shall have the duty to comply with such plans. Teachers are expected to be cooperative, professional, and to exhibit a willingness to improve performance and to accept the constructive criticisms and suggestions of the evaluator.

### 5. Teacher Responses to Evaluations

Teachers shall be provided seven calendar days from receipt of an evaluation in which to give a written response to the evaluation.

6. Plan for Training Evaluators

All evaluators shall possess a valid Nebraska Administrator’s Certificate and be trained to use the evaluation system used in the District. Training sessions in the use of the District’s teacher evaluation system will be provided by the Superintendent or designee to all evaluators prior to their participation in teacher evaluations. Refresher training is to be conducted as the Superintendent determines to be needed.

Legal Reference: Neb. Rev. Stat. § 79-828 (Evaluation of Probationary Teachers)  
NDE Rule 10

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesReduction in Force Policy for Certificated Staff

Reductions-in-force of certificated staff member may be required due to decreasing enrollments, limited financial support, changing programs, or other changes in circumstances. If such changes occur and a reduction of certificated staff is necessary, the Superintendent (or his designee) shall recommend to the Board of Education those certificated employees to be reduced under the reduction-in-force provisions of the continuing contract laws; provided, however, that no permanent employee may be reduced through a reduction-in-force while a probationary employee is retained to perform a service in a position that the permanent employee is qualified by certification and endorsement to perform or where certification is not applicable, by reason of college credits in the teaching area.

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

The selection of personnel to be reduced shall be made with consideration given to the following: (1) programs to be offered, (2) areas of certification and endorsement, (3) state and federal regulations which may mandate certain employment practices, (4) special qualifications that may require specific training and/or experience, (5) contributions to activity programs, (6) qualifications based on past performance and competence as determined by the Principal and/or Superintendent through employee evaluation procedures, (7) the organizational and educational impact created by multiple part time certificated employees, and (8) any other reasons which can be rationally related to the instruction in or administration of the school system.

Employee evaluations (including frequency of evaluations, evaluation forms, and number and length of classroom observations, if applicable) used for purposes of this policy shall conform to the board policies and administrative rules, regulations, and practices (in effect at the time) related to the periodic evaluation of certificated staff members.

If, after consideration of the above, it is the opinion of the Superintendent that no significant difference exists between certificated employees being considered for reduction-in-force, then the employee with the longest uninterrupted service to the district shall be retained. Uninterrupted service time shall accrue the same for all certificated employees regardless of their full time equivalency. Uninterrupted service time for employees employed less than a full school year shall accrue according to the number of contract days worked. Uninterrupted service time shall not accrue for certificated employees on leave of absence for more than forty (40) days.

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

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

It shall be the responsibility of such certificated employee to file (with the Superintendent of Schools) a copy of said employee's teaching certificate (including endorsements) upon initial employment with the district. On or before March 15th of each year thereafter (for so long as the employee is employed in the school system or has rights of recall) evidence of any changes in said employee's certification or endorsements which have occurred (since March 15th of the previous year) or are pending shall be filed with the Superintendent of Schools.

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

Anything in this policy to the contrary notwithstanding, this policy shall specifically permit and allow reductions in force to occur which deal with total elimination or termination or amendment of contracts or positions, which deal with reductions in force from full-time to part-time, which deal with reductions in force from part-time to a lesser part-time, or which deal with any other reductions in force which result in the termination or amendment of a certificated employee's contract or employment position.

Legal Reference: Neb. Rev. Stat. Sec. 79-846 to 79-849

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesLeave of Absence

After a minimum of three (3) years of employment in Chase County Schools, a teacher may apply for a one-year leave of absence. Criteria to be considered by the superintendent in recommending approval or denial of a request include:

! no more than one Elementary teacher, no more than one Middle School teacher, and no more than one Secondary teacher may be on leave during the same year. If more than one request is received from the Elementary, Middle School or Secondary, the administration shall decide based on factors including the date of application, the reason for requesting leave, the subsequent value to the school district, and seniority;

! requests for the one-year leave of absence must be submitted in writing to the Superintendent prior to March 1;

! a qualified replacement must be found before the leave is approved;

! no salary or benefits will be paid to the teacher by the district during the year of absence. Continued group health insurance may be obtained, subject to the approval of the insurance carrier; the premiums for such insurance shall be paid by the teacher in advance. Upon return, the teacher will be placed on the salary schedule at the vertical step earned prior to the beginning of the leave period;

! a teacher who wishes to return from leave shall notify the Superintendent in writing by March 1. If no such notice is received by March 1, the teacher is considered to have resigned. The school district shall not be responsible for reminding the teacher of the required return notice;

! a teacher returning from leave is not guaranteed the same position held before the leave of absence. However, an effort will be made to arrange for the same or a comparable position placement; and

! a teacher shall enter into a written agreement with the Board of Education setting forth the terms of such leave of absence.

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesDual Sponsorship of Activities

In any instance where more than one teacher is assigned to the sponsorship of an activity for which a stipend is paid, each teacher thereby assigned shall receive payment of the stipend as is specified in the negotiated agreement between the certificated teaching staff and the school district. Should two or more teachers receive administration approval to share the sponsorship of any activity, only an amount equal to one stipend as specified shall be made but shall be equally divided among those teachers sharing the sponsorship.

Date of Adoption: [Insert Date]

Personnel - Certificated EmployeesStandards of Ethical and Professional Performance – Certificated Staff

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

Certificated Personnel-Professional Performance and Code of Ethics

It is the expectation of this District that all certificated staff shall comply with the ethics standards set forth by the Nebraska Department of Education, as such standards may be modified from time to time. The ethics standards which certificated staff shall follow shall include the standards set forth in this policy. References to “educator” shall include all certificated employees of the District.

**Preamble**

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

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

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

**Principle I - Commitment as a Professional Educator:**

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

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

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.

2. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause in Nebraska or another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which an educator's certificate is issued in Nebraska.
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. Shall report to the Superintendent any known violation of these standards.
10. Shall seek no reprisal against any individual who has reported a violation of these standards.

**Principle II - Commitment to the Student:**

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

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

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.

4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
5. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
6. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
7. Shall not discipline students using corporal punishment.
8. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.

**Principle III - Commitment to the Public:**

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

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

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

**Principle IV - Commitment to the Profession:**

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and

to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

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

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

**Principle V - Commitment to Professional Employment Practices:**

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

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

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

Legal Reference: Neb. Rev. Stat. §§ 79-859, 79-866; 92 NAC 27 (NDE Rule 27)

Date of Adoption: [Insert Date]

Personnel - Non-Certificated Employees

Qualifications of Non-Certificated Employees

Non-certificated employees shall meet the statutory license requirements and such other qualifications as may be determined by the Board and the Superintendent.

Date of Adoption: [Insert Date]

Personnel - Non-Certificated Employees"At Will" Employees

All non-certificated employees and non-certificated assignments shall be employed on an "at will" basis. Non-certificated employees shall have no property right in continued employment and need not be accorded a hearing or any other procedural or substantive due process, prior to termination of their employment.

Nothing in board policy, administrative regulations or practices, employee handbooks, or in any evaluation instrument or in the appraisal process or program for non-certificated employees shall be or is intended to create or be a contract or part of a contract with a non-certificated employee which shall in any way be construed to be contrary to the "at will" employment of non-certificated employees. No administrator or other employee of the school district has any authority to enter into any agreement of employment with a non-certificated employee for any specific period of time or to make any agreement contrary to an at-will employment relationship.

Date of Adoption: [Insert Date]

Personnel - Non-Certificated EmployeesHiring/Dismissal

The Board of Education hereby delegates to the Superintendent the authority to hire, suspend and dismiss non-certificated employees (employees in positions that do not legally require a teacher or administrative certificate) on behalf of Chase County Schools. Such authority shall be exercised in compliance with the policies of the Board of Education. The Board of Education reserves the authority to modify or reverse any such action taken by the Superintendent.

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

Date of Adoption: [Insert Date]

Personnel - Non-Certificated Employees

Contract

All non-certificated employees shall be required to sign an "at will" employment contract with the school district as a condition precedent to employment or continued employment with the school district. The non-certificated "at will" employee contract shall be in the form as proposed by the Superintendent and approved by resolution of the Board of Education.

Date of Adoption: [Insert Date]

**CLASSIFIED EMPLOYEE'S  
EMPLOYMENT AGREEMENT**

This Employment Agreement is entered into between Chase County Schools, hereinafter referred to as the "District," and \_\_\_\_\_, hereinafter referred to as the Employee.

**WITNESSETH:** The District hereby agrees to employ the Employee and the Employee hereby agrees to accept such employment on the following terms and conditions:

**Section 1. Term of Contract.** The term of this contract shall commence effective on the 1<sup>st</sup> day of August, 20\_\_, and shall terminate on the 31<sup>st</sup> day of July, 20\_\_. The contract and employment is on an "at will" basis and may be earlier terminated pursuant to Section 4. The contract may be extended for like periods by written agreement.

**Section 2. Compensation and Benefits.**

- a. Salary Worksheet. Employee shall be paid a salary and benefits in accordance with the Salary Worksheet attached hereto and incorporated by this reference. Salary shall be payable in twelve equal installments on the regular payroll date each month.
- b. Leaves. Vacation leave days are earned on a proportionate basis throughout the year (for example, if the District provides 12 days per year, one day is available each month); the District may permit advance leave days to be taken in its discretion. Unused leave does not carry forward from one year to another. There shall be no pay in lieu of unused sick leave.
- c. Deductions. The Employee authorizes the District to deduct or withhold from each and every period of pay any amounts necessary to offset any damages caused by the Employee or the value of property or money entrusted to the Employee or owed by the Employee to the District during the course of the Employee's employment.
- d. State Retirement. This employment is subject to provisions of the School Employees State Retirement Act.
- e. FLSA Exemption: Employee is Exempt \_\_\_\_ Not Exempt \_\_\_\_ (check as applicable) under the FLSA guidelines. Employee agrees that this overtime-exempt determination is accurate.

**Section 3. Duties of Employee.**

- a. Position. Employee is employed in the position of \_\_\_\_\_.
- b. Duties. The duties of the Employee shall include such duties as may be set forth in the applicable job description for the position, the policies of the Board of Education, and as are assigned by the Superintendent and by the Employee's supervisor. The Employee agrees to perform the duties faithfully and to the best of the Employee's ability.
- c. Board Policies. The Employee shall comply with the policies of the Board of Education, the rules and regulations of the District and the directives of supervisors. The Employee agrees that the policies of the Board of Education and rules and regulations of the district may be changed at any time, with or without notice to the Employee.
- d. Duty Hours. The days and hours of employment shall be as assigned by the Superintendent or the Employee's supervisor. Regular, dependable attendance is an essential function of the Employee's position.
- e. Assignment. The Employee may be assigned to different positions and duties and in such event the Board shall retain the discretion to adjust the salary and benefits commensurate with such changed position or duties.

**Section 4. Termination of Employment.**

- a. *Termination by District.* This agreement creates no property right in continued employment. It may be terminated by the District, with or without cause or hearing, upon giving two (2) calendar weeks notice or pay in lieu of notice, provided that in the event of just cause for termination, no notice or pay in lieu of notice shall be required.
- b. *Termination by Employee.* In the event of Employee submits a resignation or otherwise terminates the agreement prior to July 31, 20\_\_ (or prior to an extended term entered into between the District and the Employee), the resignation shall not become effective until approval by the Board which, unless waived by Board action, shall be subject to the condition that Employee pay liquidated damages for such early termination as follows: resignation effective more than 90 days prior to term—fifteen percent (15%) of annual salary; resignation effective more than 60 days but less than 90 days prior to term—ten percent (10%) of annual salary; and resignation effective at any other time prior to the effective date but without two (2) weeks written notice—five percent (5%) of annual salary. The Employee agrees that such liquidated damages are necessary for the reason that early resignations and resignations without advance notice present severe problems for the District in obtaining suitable replacements, the damages from such are difficult to fix, and the established liquidated damages approximate damages to the District.
- c. *Compensation upon Termination.* Upon termination, the compensation to be paid shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of termination bears to the twelve months in the annual salary period in which termination occurs. (In the event salary is fixed on a period other than twelve months, the same proration method shall be used for the period over which the salary has been fixed). Any portion of compensation, whether in the form of salary or benefits, paid or provided but not earned prior to termination, shall be refunded to the District by the Employee. The Employee authorizes a set-off from compensation for any damages due the District from the Employee for reason of liquidated damages or otherwise.

**Section 5. Applicable Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

**Section 6. Entirety of Agreement and Amendments.** This Employment Agreement constitutes the entire agreement and no representations, promises, agreements or undertakings made by or on behalf of the District, written or oral, not herein contained shall be of any force or effect. It is specifically agreed that this Employment Agreement shall be subject to modification only by a written instrument signed by the Employee and the Superintendent or the Board of Education.

<p>Executed this ___ day of _____, 20__.</p> <p>_____</p> <p><b>Employee</b></p>	<p>Executed this ___ day of _____, 20__.</p> <p><b>Chase County Schools</b></p> <p>By: _____</p> <p>Superintendent or other Authorized Official</p>
--	---

**SALARY AND BENEFIT WORKSHEET**

**General Information:**

Employee Name:	Employee Number:
Building:	Assignment:

**PPACA Full-Time Employee Calculation:**

Hours Per Day: _____	x Days Per Fiscal Year: _____	÷ Weeks Per Fiscal Year: _____	= Average Hours Per Week: _____	PPACA Status ( <input checked="" type="checkbox"/> ): ( ) Full-Time ( ) Not Full Time
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**Salary & Benefits and Deductions:**

SALARY/COMPENSATION	
Schedule Placement: [If any].	
Hourly Rate:	\$
School District Fringe Benefit Contribution:	\$
Extra Duty Hourly Rate:	\$
DEDUCTIONS PER PAY PERIOD	
Blue Cross Blue Shield – Employee Paid Premiums through Section 125 Plan	\$
Life Insurance	\$
Medical Reimbursement through Section 125 Plan	\$
Dependent Care through Section 125 Plan	\$
Annuities	\$
United Way	\$
Credit Union	\$
Direct Deposit	\$

**Leaves:** All leaves are per fiscal year.

LEAVE	DAYS
Vacation Leave	
Personal Leave	
Sick Leave	

Please use this worksheet to make any changes in your deductions. Salary Reduction Agreements are required to make changes to annuities. As an employee of the Chase County Schools, I voluntarily authorize the above deductions effective on the signed date.

_____ Employee	Date: _____, 20__.
_____ Superintendent	Date: _____, 20__.

Personnel - Non-Certificated Employees

Assignment and Transfer

Each non-certificated employee shall be assigned to a position at the direction of the Superintendent and may be transferred to any other position as the Superintendent may direct.

Date of Adoption: [Insert Date]

Personnel - Non-Certificated EmployeesComplaint Procedure

The normal procedure to be followed by each employee regarding a personal complaint related to his/her employment is to discuss the matter in a personal conference with the school principal or with the supervisory officer directly in charge. When the nature of the complaint dictates otherwise, the employee is entitled to present the complaint to any higher supervisory officer. An unsatisfactory result with the school principal or with the supervisory officer may be taken to the Superintendent.

Date of Adoption: [Insert Date]

Personnel - Non-Certificated Employees

Complaint Form

This complaint form is to be used when a non-certificated employee of Chase County Schools has a personal complaint related to his/her employment. The initial step for such a complaint is to have a conference with the school principal or with the supervisory officer directly in charge. That step may be undertaken informally, without completing this form.

This form is to be completed if the employee is dissatisfied with the outcome at the initial step and wishes to have his/her complaint reviewed at the next level.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

(1) Description of the complaint:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(2) Names of any witnesses to the matter being complained about:

\_\_\_\_\_  
\_\_\_\_\_.

(3) Identify and attach any material supporting the complaint:

\_\_\_\_\_  
\_\_\_\_\_.

(4) Date of the personal conference with the principal or supervisory officer: \_\_\_\_\_.

(5) Response given by principal or supervisory officer to the employee's complaint:

\_\_\_\_\_  
\_\_\_\_\_.

(6) Relief requested (what I want done in response to this complaint):

\_\_\_\_\_  
\_\_\_\_\_.

The undersigned states: I have a reasonable belief that the facts in this complaint are true and accurate and I give permission for an investigation to be made into this complaint.

Received by: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

PersonnelNon-Certified StaffBus Drivers

Bus drivers are selected from qualified applicants by the superintendent and recommended to the Board of Education for employment. Bus drivers must meet all the requirements prescribed by Nebraska Law.

Regular bus drivers are paid at a rate established annually by the Board of Education. Bus drivers receive three days sick leave per year non-accumulative with one of those days available to be used for personal leave with the permission of the administration. Bus drivers are entitled to none of the insurance benefits.

Bus drivers will be paid at an hourly rate established annually by the Board for school activity and field trips.

Except as may otherwise be established by the Board, the pay for each trip on a regular route shall be the total annual pay divided by the total scheduled trips. This amount shall be deducted for each trip that a substitute must be hired. Substitute drivers will be paid an amount calculated according to the procedures outlined above.

Legal Reference: Neb. Rev. Stat. Sec. 79-608  
NDE Rules 91 and 92

Date of Adoption: [Insert Date]

PersonnelStandards of Performance for Non-Certified Employees

In fulfillment of the employee's minimum responsibilities, the employee:

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

Date of Adoption: [Insert Date]

**Classified Employee Notice of Performance Concerns  
Chase County Schools**

_____ Employee	_____ Date of Review
_____ Location	_____ Position

**CONCERNS:** Check appropriate items(s)

<input type="checkbox"/> Knowledge and performance of job	<input type="checkbox"/> Failure to follow policies
<input type="checkbox"/> Attendance	<input type="checkbox"/> Ability to work cooperatively with others
<input type="checkbox"/> Punctuality	<input type="checkbox"/> Failure to exhibit appropriate judgment and tact
<input type="checkbox"/> Neglect of Duty	<input type="checkbox"/> Other

Description of Incident including date(s) of occurrence:

Recommendations for Improvement:

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\* \_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\*Employee signature indicates that the employee has reviewed this document. The employee is also being notified that further infractions of this nature or any other type may result in further disciplinary action, which may include termination.

Original to file; copies to Employee, Supervisor

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Students

Introductory Statement

The focus of the school system is on the student. The students and their educational development is the central concern of the board of education's policies and the administrative regulations.

The board of education, within the parameters provided by the patrons of the school district, will attempt to provide adequate facilities and available means to all who wish to learn in the school district.

Date of Adoption: [Insert Date]

**FORMS FOR HEALTH RELATED ADMISSION REQUIREMENTS**

- 1. Notice of Requirements for Student Admission—Birth Certificate, Immunization, Physical Examination and Visual Evaluation**
- 2. Immunization—Affidavit of Refusal—For Reason of Religious Conflict**
- 3. Immunization—Affidavit of Refusal—For Reason of Religious Conflict (Alternative: HHS Form)**
- 4. Immunization—Affidavit of Refusal—For Medical Reason (HHS Form)**
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- 6. Physical Examination or Visual Evaluation---Parent Objection Form**
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- 8. HHS Summary of the School Immunization Rules and Regulations 2017-2018**
- 9. Affidavit (For Child to Enroll Early in Kindergarten)**
- 10. Request for Non-disclosure of High School Personal Information to Institutions of Higher Education and Military Recruiters**
- 11. Section 9528. Armed Forces Recruiter Access to Students and Student Recruiting Information**

**NOTICE OF REQUIREMENTS FOR STUDENT ADMISSION—  
BIRTH CERTIFICATE, IMMUNIZATION, PHYSICAL EXAMINATION  
AND VISUAL EVALUATION**

Nebraska law requires that the parents or legal guardian furnish the following documents as a condition of admission to school:

1. A certified copy of the student's birth certificate issued by the state in which the child was born, prior to admission of a child for the first time. Other reliable proof of the child's identity and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
2. Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
3. Evidence of a visual evaluation (for school year 2018-2019 and each school year thereafter) by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
4. Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox) and Haemophilus Influenzae type b (Hib) and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement refusing immunization or meets other exceptions established by law (refer to Health and Human Services regulations, 173 NAC 3).
5. On and after July 1, 2010, every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

Forms to submit objections are available from the school.

The following information is provided to assist a parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify: Information about free or reduced-cost visual evaluations may be obtained from the Nebraska Foundation for Children's Vision (NFCV), [nechildrensvision.org](http://nechildrensvision.org), 1633 Normandy Court, Suite A, Lincoln, NE 68512—Fax 402-476-6547—Phone 402-474-7716. To identify a participating SEE TO LEARN doctor nearest you, call 1-800-960-3937. For assistance from VISION USA call 1-800-766-4466. In addition, Lions Clubs throughout Nebraska are committed to assisting disadvantaged families by sponsoring eye exams and eyewear. NOA member doctors will provide eye exams at no cost if no other resources are available.

**AFFIDAVIT OF REFUSAL OF IMMUNIZATION--  
FOR REASON OF RELIGIOUS CONFLICT  
(For School Admission)**

The undersigned, being first duly sworn, states upon oath as follows

This affidavit is submitted for the following child: \_\_\_\_\_.

I state that I am submitting this affidavit in the position of (*initial* as appropriate):

- \_\_\_\_\_ Self, as I am the child and I am of the age of majority
- \_\_\_\_\_ As a legally authorized representative of the child based on (insert description of legal authority; e.g., parent or legal guardian):  
\_\_\_\_\_

I understand that state law requires that the child be protected by immunization against certain contagious diseases prior to enrollment in school. I hereby swear and affirm that such immunization requirements (*initial* as applicable):

- \_\_\_\_\_ Conflict with the tenets and practice of a recognized religious denomination of which the child is an adherent or member; or
- \_\_\_\_\_ Conflict with the personal and sincerely followed religious beliefs of the child.

I will not hold Chase County Schools responsible for any injury or harm caused by or relating to such refusal to obtain immunization for the child.

**IN WITNESS WHEREOF**, this affidavit is signed and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Affiant

**STATE OF NEBRASKA**            )  
  )  
**COUNTY OF \_\_\_\_\_**        )        **ss.**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[Legal Reference: Neb. Rev. Stat. sections 79-217 and 79-221; HHS Regulation 173 NAC 3]

**AFFIDAVIT  
Refusal of Immunization of Student for Religious Reasons**

State of Nebraska

ss.

County of

**This Affidavit is being submitted on behalf of**

---

(Name of Student)

(Birthdate of Student)

**If the student is of the age of majority:**

I, \_\_\_\_\_, of lawful age and being first duly sworn,  
(Name of Affiant/Student)  
depose and state as follows:

Immunization conflicts with the tenets and practice of a recognized religious denomination of which I am an adherent or member or immunization conflicts with my personal and sincerely followed religious beliefs.

**If the student is a minor:**

I, \_\_\_\_\_, as legally authorized representative of  
(Name of Affiant)

, of lawful age and being first duly sworn,  
(Name of Student)  
depose, and state as follows:

Immunization conflicts with the religious tenets and practice of a recognized religious denomination of which the student is an adherent or member or immunization conflicts with the student's personal and sincerely followed religious beliefs.

(Signature of Affiant)

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

**REFUSAL OF IMMUNIZATION  
For Medical Reasons**

**As the physician of:**

Child's Last Name	First Name	Age
Birth Date	School	Grade

**A. I have elected to not immunize this student against the following disease(s): (check box\*)**

- Diphtheria
- Tetanus
- Pertussis
- Polio
- Measles (Rubeola)
- Mumps
- Rubella (German Measles)
- Hepatitis B
- Varicella (chickenpox)

**In my opinion, this/these immunization(s) would be injurious to the health and well-being of**

- The student
- A member of the student's household or family

Comments \_\_\_\_\_

\_\_\_\_\_  
Signature of Physician                      Date

\* Each disease for which a vaccine has not been administered must be checked. Parent / guardian must submit dates of immunization for all other diseases.

**Documentation of Varicella (Chickenpox) Disease**

(To be filled out by the parent, guardian, or medical provider of the child/student)

This document is being submitted on behalf of:

\_\_\_\_\_

(Name of child/student)

\_\_\_\_\_

(Birth date of child/student)

I \_\_\_\_\_ verify that the above listed child/student  
Parent/Guardian/Medical Provider

had the varicella disease in \_\_\_\_\_ (year).

\_\_\_\_\_  
(Signature of parent/guardian/medical provider)

**PARENT OBJECTION TO  
PHYSICAL EXAMINATION OR VISUAL EVALUATION  
(For School Admission)**

I am the parent or guardian of the following children who are enrolling in the beginner grade or seventh grade in Chase County Schools, or who are transferring from out of state into any grade in Chase County Schools:

Child No. 1: \_\_\_\_\_  
Child No. 2: \_\_\_\_\_

I understand that state law requires that the school be provided with: (1) evidence of a physical examination by a physician, physician's assistant, or nurse practitioner and (2) a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist. The physical examination and visual evaluation is required to be completed within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. No such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing.

I hereby object in writing to the:

\_\_\_\_\_ physical examination  
\_\_\_\_\_ visual evaluation  
(check one or both)

for the above named child(ren). I will not hold Chase County Schools responsible for any injury or harm caused by or relating to such refusal to obtain a physical examination of visual evaluation for the above named child(ren).

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Parent or Guardian

*[Legal Reference: Neb. Rev. Stat. sections 79-214(3) and 79-220]*



**Department of Health and Human Services**  
**Waiver of Physical Examination/Visual Evaluation Requirement**

School Name (if desired) \_\_\_\_\_

*Note to Parent/Guardian: please complete and return to the school health office if you wish to have your child waived from these requirements as allowed by Nebraska law. If you have questions, please contact the school nurse or the school office. Thank you.*

As a Parent/Guardian of - Student Name	Student ID#
School Name	Grade

I object to the following requirements for school entry as legislated in Nebraska Revised Statutes 79-214 and 79-220.

Check which apply:

- Physical examination by a licensed physician, physician assistant or advance nurse practitioner within six months prior to school entry. *(Applies to: Kindergarten or beginner grade, out of state transfers to any grade, and seventh grade).*
- Visual evaluation by a licensed physician, physician assistant, advanced nurse practitioner, or vision professional (optometrist or ophthalmologist) within six months prior to school entry. *(Applies to: Kindergarten or entry grade and out of state transfer to any grade).*

I understand that I may request information to assist me in receiving information about reduced-cost vision examination as required by NRS 79-220.

I understand provisions in the law allow me to waive the requirement for this examination by my signed statement.

SIGN HERE \_\_\_\_\_  
 Signature of Parent/Guardian Date

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Summary of the School Immunization Rules and Regulations  
For 2017-2018 School Year**

<b>Student Age Group</b>	<b>Required Vaccines</b>
Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine 3 doses of Polio vaccine 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age 3 doses of pediatric Hepatitis B vaccine 1 dose of MMR or MMRV given on or after 12 months of age 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age
Students entering school (Kindergarten or 1 <sup>st</sup> Grade depending on the school district's entering grade)	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4 <sup>th</sup> birthday 3 doses of Polio vaccine 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.
Students entering 7 <sup>th</sup> grade	Must be current with the above vaccinations AND receive 1 dose of Tdap (contain Pertussis booster)
Students transferring from outside the state at any grade	Must be immunized appropriately according to the grade entered.

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services, 2011. For additional information, call 402-471-6423.

The School Rules & Regulations are available on the internet: <http://www.hhs.state.ne.us/reg/t173.htm> (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011)

Updated 1/25/2017

**AFFIDAVIT**  
*(For Child to Enroll Early in Kindergarten)*

The undersigned, being first duly sworn, states upon oath as follows:

I am the parent or guardian of \_\_\_\_\_ (Child's name). The Child's date of birth is \_\_\_\_\_. The Child will reach the age of five years on or after August 1 and on or before October 15 of the current school year.

I elect to enroll the Child this school year and hereby affirm (check or initial appropriate provision for early enrollment):

\_\_\_\_\_ the Child attended kindergarten in another jurisdiction in the current school year; or

\_\_\_\_\_ the family anticipates relocation to another jurisdiction that would allow admission within the current year; or

\_\_\_\_\_ the Child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the board.

**IN WITNESS WHEREOF**, this affidavit is signed and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Parent or Guardian

STATE OF NEBRASKA            )  
  )  
COUNTY OF \_\_\_\_\_ )            **ss.**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Request For Non-disclosure of  
High School Student Personal Information  
To Institutions of Higher Education or Military Recruiters**

I hereby request that the name, address, and telephone listing of \_\_\_\_\_ (name of student), a high school student at Chase County Schools, not be released without prior parental consent to:

\_\_\_\_ institutions of higher education

\_\_\_\_ military recruiters

(check one, both, or none)

Signed by: \_\_\_ Student \_\_\_ Parent (Check One)

\_\_\_\_\_ Signature/Date

\_\_\_\_\_ Print Name

\_\_\_\_\_ Address

\_\_\_\_\_ City/State/Zip Code

*Note to students/parents: This certificate can be signed by either student or a parent. The provision of this form does not reflect the position of Chase County Schools that the request for non-disclosure should or should not be made.*

“SEC. 9528. ARMED FORCES RECRUITER ACCESS TO STUDENTS AND STUDENT RECRUITING INFORMATION.

“(a) POLICY.—

“(1) ACCESS TO STUDENT RECRUITING INFORMATION.—Notwithstanding section 444(a)(5)(B) of the General Education Provisions Act and except as provided in paragraph (2), each local educational agency receiving assistance under this Act shall provide, on a request made by military recruiters or an institution of higher education, access to secondary school students names, addresses, and telephone listings.

“(2) CONSENT.—A secondary school student or the parent of the student may request that the student’s name, address, and telephone listing described in paragraph (1) not be released without prior written parental consent, and the local educational agency or private school shall notify parents of the option to make a request and shall comply with any request.

“(3) SAME ACCESS TO STUDENTS.—Each local educational agency receiving assistance under this Act shall provide military recruiters the same access to secondary school students as is provided generally to post secondary educational institutions or to prospective employers of those students.

20 USC 7908.

## Students

### Admission Requirements

#### Minimum Age:

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The School Board shall admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the Board.

#### Early Admission to Kindergarten:

The following assessment procedure for determining if a child is capable of carrying the work of kindergarten is approved and shall be made available to interested persons:

Early kindergarten enrollment exceptions may be made for younger children who are intellectually advanced. At a minimum, eligibility for the admission shall be based upon an analysis of the child's: (1) mental ability, (2) emotional/social development, (3) pre academic skills, and (4) fine motor skills.

The kindergarten early entrance assessment procedures are designed to identify and place in kindergarten those children who:

- a. will turn 5 years of age between August 1 and October 15;
- b. are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and
- c. are selected on the basis of testing by professionals trained and certified to administer the assessments that will produce evidence of strength in:
  1. mental ability defined as scoring 84th percentile or above on a standardized assessment of cognitive ability such as the Wechsler Pre Primary Scale of Intelligence III, or the Stanford-Binet V;
  2. a test of emotional/social development such as the Behavior Assessment System for Children, Second Edition (BASC-2);
  3. 75th percentile or greater on a test of pre academic skills such as the Woodcock Johnson III; and
  4. a test of fine motor ability, scoring 75th percentile or above on a standardized measurement such as the Beery VMI.

In the discretion of the Superintendent or designee, the assessments may be administered by the School District's professional staff, or the parents or guardians may be required, at their own expense, to have all or some of the required assessments completed by

reputable professionals and to submit the results of such assessments to the School District.

The decision regarding early entrance to kindergarten requires careful consideration of all factors that affect kindergarten success with final determination to be made based on the recommendation of the District Evaluation Team, to be composed of such individuals as the Superintendent or designee determine appropriate. The academic, social, and emotional readiness, as well as the student's physical development and well-being, must be weighed with institutional factors also considered. Sound decision making in the area of early entrance to kindergarten is dependent upon reliable information regarding a student's readiness and a thoughtful balancing of the myriad of factors implicated by the decision. Parents will be notified in writing of the results of the Early Kindergarten Entrance assessment and the determination of the District Evaluation Team in a timely fashion; not to exceed three weeks after the assessments are completed.

Families who seek early admission of their child into kindergarten must obtain an *Early Entrance to Kindergarten Packet* from the School District Administrative.

Parents must fill out the early entrance application forms, which include a parent questionnaire and obtain and attach a reference letter from someone who is well acquainted with the child but not a relative of the child. The person providing this reference should know the child well enough that they can speak with some expertise about the child's attributes and abilities. The reference letter should indicate whether this person recommends the child be schooled with children who will be a year older than the child and, if so, the evidence this person has concerning the child's mental ability, fine and gross motor ability, visual and auditory discrimination, emotional/social development, and communication skills. Suggestions for this reference letter are a preschool teacher, a Sunday school teacher, a day-care provider, or a physician.

The assessment request, reference letter and parent questionnaire must be completed and returned to the District no later than May 25th of the spring before fall enrollment to allow summer assessment to be completed.

Decisions regarding early kindergarten entrance must include consideration of the above and shall not be made based on race, color, gender, religion, ancestry, national origin, marital status, age, disability, or sexual orientation of the child or the child's parents or guardians. Institutional factors, such as capacity, may also be considered.

Admission to First Grade:

A child may be eligible to enter first grade, even if the child has not attended kindergarten, if the child is six years of age or will be six years of age on or before October 15 of the current school year and school officials determine that first grade is the appropriate placement for the child.

Graduates:

A student who has received a high school diploma or received a General Equivalency Diploma shall not be eligible for admission or continued enrollment.

Age 21:

A student shall not be admitted or continued in enrollment after the end of the school year in which the student reaches the age of 21. The school year for this purpose ends at the last day of instruction for graduating seniors.

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

- (1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
- (2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
- (3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
- (4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox), Haemophilus Influenzae type b (Hib), invasive pneumococcal disease and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement that establishes than an exception to the immunization requirements are met.
- (5) Every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable. The Superintendent or Superintendent's designee shall also provide a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

#### Enrollment of Expelled Students

If a student has been expelled from any public school district in any state, or from a private, denominational, or parochial school in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the School Board of this school district in its sole and absolute discretion upon a proper application approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the School Board may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

Legal Reference:      Neb. Rev. Stat. §§ 43-2001 to 43-2012  
                              Neb. Rev. Stat. § 79-214  
                              Neb. Rev. Stat. §§ 79-217 to 79-223  
                              Neb. Rev. Stat. § 79-266.01  
                              173 NAC Chapters 3 and 4 (HHS Regulations)

Date of Adoption:    [Insert Date]

StudentsDiscontinuance of Enrollment for Children Younger Than Six Years of Age

Any person with legal or actual charge or control of a child younger than six years of age prior to the then-current school year, who is enrolled in this school district, may discontinue the enrollment of such child by submitting a written notification to the Superintendent or the Superintendent's designee, indicating that child's name, date of birth, grade level and effective date of discontinuation of enrollment. The notification must be in writing and on a form provided by or acceptable to the Superintendent or the Superintendent's designee containing all information required herein. The form must be dated and signed by a parent or person with legal or actual charge or control of the child. The school district may request written verification or documentation of the person's authority to dis-enroll the child. Upon receipt of required written form and any other required information or documentation, the school district shall note discontinuance of the enrollment on its official records pursuant to state law. Any child dis-enrolled shall not be eligible to re-enroll in this school district until commencement of the next school year, or until the child reaches the age of six prior to the then-current school year, whichever occurs earlier. Any person signing a request for discontinuation of enrollment, acknowledges this policy, procedure and the requirement thereof, and expressly agrees thereto.

Legal Reference: Neb. Rev. Stat. § 79-201

Date of Adoption: [Insert Date]

**AFFIDAVIT**  
*(For Child Age 6 to Not Attend School)*

The undersigned, being first duly sworn, states upon oath as follows:

I am the parent or guardian of \_\_\_\_\_ (Child's name). The Child's date of birth is \_\_\_\_\_. The Child has or will reach the age of six prior to January 1 of the current school year, but will not reach age seven prior to January 1 of the current school year.

I elect to not enroll the Child in an accredited school this school year and hereby affirm (check or initial appropriate exception for attendance):

\_\_\_\_\_ the Child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or

\_\_\_\_\_ the parent or guardian intends for the Child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

**IN WITNESS WHEREOF**, this affidavit is signed and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Parent or Guardian

**STATE OF NEBRASKA**            )  
  )  
**COUNTY OF** \_\_\_\_\_ )       **ss.**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



### NEBRASKA WITHDRAWAL FROM MANDATORY ATTENDANCE FORM

\_\_\_\_\_ submitted a written request to  
 Requester's Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_  
 \_\_\_\_\_, alleging that he/she was a  
 District Name \_\_\_\_\_ District Code \_\_\_\_\_  
 person with legal or actual charge or control of \_\_\_\_\_, with the child's  
 Child's First Name \_\_\_\_\_ Child's Middle Name \_\_\_\_\_ Child's LastName \_\_\_\_\_  
 date of birth being \_\_\_\_/\_\_\_\_/\_\_\_\_, and having a NDE Student ID \_\_\_\_\_, and that said child be withdrawn  
 Month/Day/Year ID #  
 from school under the provisions of section 79-202 of the Nebraska Reissue Revised Statutes. Said child currently  
 attends \_\_\_\_\_  
 School of Attendance Name School of Attendance Code

An exit interview was conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the following being present:  
 Day Month Year

\_\_\_\_\_  
 First and Last Name of Person Making Written Request with Legal or Actual Control of Child

\_\_\_\_\_  
 First and Last Name of Child (May be Left Blank if Reason is Illness)

\_\_\_\_\_  
 First and Last Name of Principal or Designee if Child is Currently Enrolled in District

\_\_\_\_\_  
 First and Last Name(s) of Other Persons Present and their Relationship to the Child

\_\_\_\_\_  
 First and Last Name of Superintendent or Designee

\_\_\_\_\_ presented evidence that (a) the person has legal or actual charge or control of the  
 Name of Person Making Request  
 child and (b) the child would be withdrawing due to:

- \_\_\_ (i) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- \_\_\_ (ii) an illness of the child making attendance impossible or impracticable.

All known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future were presented and discussed.

I, being the person making the written request to withdraw the child, hereby affixes my signature representing that I attended said exit interview, all of the requirements having been presented and discussed, and I agree to the withdrawal of the child.

\_\_\_\_\_  
 Signature of Requester

\_\_\_\_\_  
 Signature of Child (May be left blank if Reason is Illness)

My signature below acknowledges that the exit interview was held, the required information was provided and discussed at the interview, and, that in my opinion, based upon the evidence presented at the exit interview, the person making the written request does in fact have legal or actual charge or control of the child, and the child is experiencing:

- \_\_\_ (a) financial hardships requiring the child to be employed to support the child's family or one or more

\_\_\_ (b) an illness of the child making attendance impossible or impracticable.

---

Superintendent's or Designee's Signature

---

Date of Signature

79-202. (1) A person who has legal or actual charge or control of a child who is at least sixteen years of age but less than eighteen years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements of section 79-201 if an exit interview is conducted and the withdrawal form is signed as required by subsections (2) through (5) of this section for a child enrolled in a public, private, denominational, or parochial school or if a signed notarized release form is filed with the Commissioner of Education as required by subsection (6) of this section for a child enrolled in a school that elects pursuant to section 79-1601 not to meet accreditation or approval requirements.

(2) Upon the written request of any person who has legal or actual charge or control of a child who is at least sixteen years of age but less than eighteen years of age, the superintendent of a school district or the superintendent's designee shall conduct an exit interview if the child (a) is enrolled in a school operated by the school district or (b) resides in the school district and is enrolled in a private, denominational, or parochial school.

(3) The superintendent or the superintendent's designee shall set the time and place for the exit interview which shall be personally attended by: (a) The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable; (b) the person who has legal or actual charge or control of the child who requested the exit interview; (c) the superintendent or the superintendent's designee; (d) the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and (e) any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, but need not be limited to, other school district personnel or the child's principal or such principal's designee if the child is enrolled in a private, denominational, or parochial school.

(4) At the exit interview, the person making the written request pursuant to subsection (2) of this section shall present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either (i) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child or (ii) an illness of the child making attendance impossible or impracticable. The superintendent or superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

(5)(a) At the conclusion of the exit interview, the person making the written request pursuant to subsection (2) of this section may sign the withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal. (b) Any withdrawal form signed by the person making the written request pursuant to subsection (2) of this section shall be valid only if (i) the child signs the form unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable and (ii) the superintendent or superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the superintendent or the superintendent's designee, the person making the written request pursuant to subsection (2) of this section does in fact have legal or actual charge or control of the child and the child is experiencing either (A) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child or (B) an illness making attendance impossible or impracticable.

(6) A person who has legal or actual charge or control of the child who is at least sixteen years of age but less than eighteen years of age may withdraw such a child before graduation and be exempt from the mandatory attendance requirements of section 79-201 if such child has been enrolled in a school that elects pursuant to section 79-1601 not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

(7) A child who has been withdrawn from school pursuant to this section may enroll in a school district at a later date as provided in section 79-215 or may enroll in a private, denominational, or parochial school or a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Any such enrollment shall void the withdrawal form previously entered, and the provisions of sections 79-201 to 79-210 shall apply to the child.

(8) The Commissioner of Education shall prescribe the required form for withdrawals pursuant to this section and determine and direct either that (a) withdrawal forms of school districts for any child who is withdrawn from school pursuant to this section and subdivision (3)(c) of section 79-201 shall be provided annually to the State Department of Education or (b) data regarding such students shall be collected under subsection (2) of section 79-528.

StudentsAssignment of Students: Grade Placement and Transfer StudentsAssignment of Students

It shall be the responsibility of the administration to determine academic placement decisions involving students, including situations where students transfer into Chase County Schools from other educational settings. The District reserves the right to make the most appropriate grade level placement, class placement and teacher assignment for students which best fulfills the needs of the students and the school district.

Grade Level Placement and Credits

Students who enter the District shall be required to present transfer documents and such records as the administration determines appropriate, indicating grade placement, courses completed, and special needs or accommodations, and may be required to complete achievement test to determine appropriate placement.

Placement decisions will consider whether the student is transferring from a school which is accredited or approved. An “accredited” or “approved” school is one which was accredited or approved by the Nebraska Department of Education and, for schools from other states, is a school which is accredited or approved by that state’s department of education, meeting requirements which are the same or equivalent as those of the Nebraska Department of Education.

Transfers from Accredited or Approved Schools

Students transferring from accredited or approved schools will initially be placed in the next grade level above that which the student last successfully completed, or for transfers during the school year, in the same grade level as the student was at prior to the transfer. Credits earned at an accredited or approved school will be accepted by the Chase County Schools. A student who enrolls during the school year shall be given the opportunity to earn full credit for the courses in which the student is enrolled if the student is able to demonstrate mastery of the subject matter and/or completion of course requirements, other than attendance, at a level required for other students to receive credit who have been enrolled throughout the period for which the credit is to be granted. The administration may use a review of transcripts from prior schools attended, standardized tests, assessments, and/or teacher evaluations of student competency in the subject matter to make such a determination.

Transfers from Non-Accredited or Approved Schools

Students transferring from schools which are not accredited or approved (e.g., home schools) will be placed at a grade level to be determined by the administration based on consideration of the following factors:

1. Student’s chronological age.
2. Transcript review
3. Testing (achievement test data; diagnostic test data; and/or criterion referenced test data)

## 4. Teacher evaluation of student competency

Credits earned at a school which is not accredited or approved will not be accepted by the Chase County Schools. However, the administration may, in its discretion and subject to regulatory requirements, grant a student credits towards meeting graduation requirements for core curriculum courses (not elective courses) completed by the student in a non-accredited or non-approved school if the student is able to demonstrate mastery of the subject matter and completion of course requirements, other than attendance, at a level required for other students to receive credit and to demonstrate that the student has received instruction in such course(s) comparable to that which the student would have received by attending an accredited or approved school. The administration may use a review of transcripts from prior schools attended, standardized tests, assessments, and/or teacher evaluations of student competency in the subject matter to make such a determination. The same criteria will be used for determining whether to grant credit to such a student who enrolls during the year.

Class Rank and Graduation

It shall be the responsibility of the High School Principal to determine academic grade point average, class rank and eligibility for graduation, subject to review by the Superintendent.

Grade point average (G.P.A.) shall be maintained for the 9th through 12th grades. Courses taken prior to 9th grade are not considered for G.P.A. purposes.

Pass/fail grades will be assigned to those courses in which students are granted credit when they begin attending Chase County Schools.

Class rank is maintained for the 9th through 12th grades. Class rank is based on the Chase County Schools G.P.A. To be considered for class ranking and any honors or awards which are based on class rank or G.P.A. (e.g., Valedictorian), students must complete a minimum of four semesters of attendance at Chase County Schools. To receive a diploma from Chase County Schools students must complete at least 30 credit hours of courses taken at Chase County Schools and students who have transferred from a school which is not accredited or approved must earn a minimum of two years' credit in an approved or accredited senior high school, grades 10-12, with the final semester's credit being earned in this school district.

Legal Reference: Neb. Rev. Stat. Sec. 79-526 and 79-729;  
Title 92, Nebraska Administrative Code, Chapter 10 and February 1993  
"NDE Position Statement Regarding Reintegration of Rule 13 Students to Accredited Schools"

Date of Adoption: [Insert Date]

## Students

### Full-time and Part-time Enrollment

#### Full-time Enrollment

Students must be enrolled in Chase County Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

1. enrolled students attending another state accredited institution such as a vocational-technical school or a college or university for school credit;
2. enrolled students taking the limited number of credits needed to graduate in the school year;
3. enrolled students in need of modified school attendance as an accommodation for a disability or similar unique circumstance;
4. enrolled students receiving special education services where the student's IEP requires a modified schedule, or non-enrolled students receiving special education services or other legally mandated services required to be provided to eligible resident children under state and federal laws and regulations;
5. students from other school districts participating in programs offered by the District pursuant to an interlocal agreement or other arrangement approved by the School Board; and
6. non-public school students in accordance with the policies and procedures set forth in this policy.

#### Part-Time Enrollment of Non-Public School Students

The School Board shall allow the part-time enrollment of students who are residents of the school district and who are also enrolled in a private, denominational, or parochial school or in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Such students are referred to herein as “non-public school students.”

The School Board establishes the following guiding principles for enrollment of non-public school students:

- (1) The primary school for a non-public school student is the student's private, denominational, parochial or home school.
- (2) Enrollment of a non-public school student in Chase County Schools is allowed for the purpose of providing enhanced educational opportunities not otherwise available to the non-public school student. It is not to supplant programming of the student's primary school.
- (3) Non-public school students are not to be given priority over full-time students.
- (4) Non-public school students are to be enrolled only in programs or courses that are educationally appropriate for the student.
- (5) Enrollment of non-public school students is not to negatively affect the educational services to be provided to full-time students.

The School Board establishes the following specific policies and procedures for enrollment of non-public school students. In the event the specific policies and procedures require interpretation or do not fully resolve an issue, the above established guiding principles are to be considered.

A. Non-Public School Student Enrollment Application Procedures.

1. Application. Parent or guardian must submit an Application of Non-Public School Student for Part-Time Enrollment to the principal of the school the student desires to attend.
2. Deadline for Applications. The application must be received by August 1<sup>st</sup> preceding the school year the student wishes to enroll.
  - a. Change of Residence Exception: The application deadline for a student who becomes a resident of the District after the school year has commenced is: 20 calendar days after the student becomes a resident of the District. The principal may delay enrollment until the next following quarter or semester starts, or at such other time as determined to be educationally appropriate.
  - b. High School Course Exception: The application deadline for a student who desires to enroll in a second semester high school course is December 1<sup>st</sup>.
3. Action on Applications. The principal will review the application and will notify the parent of the approval or denial of the application within 2 weeks of receipt of the application or 2 weeks prior to the start of school or 2 weeks prior to the start of the next semester, whichever is later.
4. Appeals. The parent or guardian may appeal the principal's action to deny their application. Any such appeal must be submitted to the Superintendent within 14 calendar days from the date of the principal's action. The appeal shall be in writing and shall be decided on the basis of the written submission. The Superintendent may request the parent or guardian to provide further explanation or information and the appeal may be denied in the event the parent or guardian fails to fully respond on a timely basis. The Superintendent shall decide the appeal within 10 calendar days of the submission of the appeal. The Superintendent may make a decision later than the 10 days in the event good reason for delay exists. Good reason includes but is not limited to the Superintendent being unable to gather the information the Superintendent determines necessary to make the decision within the decision period.
5. Annual Applications. Part-time enrollment is determined annually. Application must be made each school year. There will be no guarantee that enrollment will be continued from one year to the next.

B. Non-Public School Student Admission

1. Admission Requirements. Students must meet the normal admission requirements. This includes the requirements that the student: be a resident of the District, be of school attendance age and not have graduated or have received a GED.
2. Admission Process. Students must complete the normal enrollment process and forms required by the District and/or the building for enrollment of all children. This includes the requirements relating to: birth certificates, immunizations, physical examinations, and visual evaluations.

C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Students may not enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day.
2. Capacity Limits. Enrollment will be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes shall not be available for non-public school students. The ~~middle school~~ principal and counselor shall also establish capacity limits for particular courses each semester. Students will not be permitted to enroll in courses beyond the established capacity limits.
3. Integrated Courses. Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.
4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determines to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.
5. Essential versus Non-Essential Elective Courses. Non-public school students are not permitted to enroll in essential courses. Essential courses are those which are required to be offered by the student's private, denominational, parochial or home school. For non-public school students attending an approved school, essential courses are: language arts, social

studies, science, mathematics, vocational education, foreign language, visual and performing arts, and personal health and physical fitness. For non-public school students attending an exempt school, essential courses consist of a sequential program of instruction designed to lead to basic skills in the language arts, mathematics, science, social studies, and health. A non-public school student will not be precluded by this provision from enrolling in non-essential elective courses.

D. Non-Public School Student Policies

1. General Standard. Non-public school students who are enrolled part-time are to be subject to the same standards as full-time enrolled students except where appropriate to reflect their part-time status.
2. Building assignment. Students must enroll in the attendance center that serves the student's residence, provided that the administration reserves the authority to make a different attendance center assignment. A student may request assignment to an attendance center other than that of the student's residence under the intra-district transfer procedures.
3. No Partial Part-Time Enrollment. Students must apply for enrollment and attend the entire school year for which enrollment is made or, for high school courses, for the full length of the course. Once enrolled, part-time students will be required to participate in all activities, programs, and tests related to the program or course for which the student is enrolled, including as applicable State or District-wide assessments, as full-time students.
4. Student Conduct Policies. Students enrolled on a part-time basis shall be required to follow all school policies that apply to other students at any time the part-time student is present on school grounds or at a school-sponsored activity or athletic event. This includes the District's student conduct policies. Students enrolled on a part-time basis shall be subject to discipline, including suspension or expulsion, for violation of student conduct rules.
5. Attendance. Students enrolled on a part-time basis are not exempt from the compulsory attendance laws or from the District's attendance policies. Students who engage in excessive absenteeism as defined in Board policy are to be reported under the truancy laws.
6. Presence on School Grounds. Students enrolled on a part-time basis are to be present on school grounds during the school day only at the times required for their attendance in the program or course in which they are enrolled. Exceptions may be made in the discretion of the principal or the principal's designee. Students must sign in and out of the school by

following the building level procedure. Students are responsible for being aware of any changes in the school schedule during inclement weather or for other reasons.

7. Transportation. Students enrolled on a part-time basis are not entitled to transportation or transportation reimbursement. Full-time students will be given first consideration for parking on the high school campus.
8. Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.
9. Extracurricular Activities. Students enrolled on a part-time basis may be permitted in the discretion of the principal and athletic director to participate in extracurricular activities. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Legal Reference: Neb. Rev. Stat. §79-2,136 and §79-526  
Title 92, Nebraska Administrative Code, Chapter 10

Date of Adoption: [Insert Date]

**APPLICATION OF NON-PUBLIC SCHOOL STUDENT  
FOR PART-TIME ENROLLMENT**

Application Process:

- Step 1: Complete Parts I, II and III of this Application.
- Step 2: Complete the attached “Statement of Person in Legal or Actual Charge or Control of a Child” form.
- Step 3: Complete Part IV of this Application, **if** you checked item (2) (b) (c) or (d) of the “Statement of Person in Legal or Actual Charge or Control of a Child” form.
- Step 4: Sign this Application in the presence of a notary

Note: You may also need to provide the following documents:

- (1) birth certificate
- (2) proof of immunization, proof of physical examination, and proof of visual evaluation, or written objections signed by parent or legal guardian
- (3) durable power of attorney (delegation of parental powers)
- (4) student records from school currently attending and school last attended & release of student records form

**PART I–Student Information**

Student’s Name:	DOB:	Grade Level:
Parent/Guardian’s Name(s):	Address:	Telephone:
School Currently Attending:	School Address:	Telephone:
School Last Attended:	School Address:	Telephone:
Special Needs/Concerns (e.g. health concerns) (information is requested for accommodation planning purposes): _____	Special Education Needs: ___ Yes ___ No	If “yes” describe needs: ____ _____ _____ _____

**PART II–Part-Time Enrollment Request**

Semester Child seeks to begin attending:	
Course(s) or Program(s) in which Child seeks to enroll:	
If the Course is an Integrated Course (e.g. Algebra II), provide description of courses Child has passed to meet prerequisites:	
State whether the Course or Program is offered in the Child’s School:	
State whether Child is seeking to participate in extracurricular activities; and if so, list the activities:	

**PART III–Expulsion Status**



**SUBMITTED TO Chase County SCHOOLS FOR PURPOSES OF SCHOOL ENROLLMENT**

The undersigned state that I am an adult in legal or actual charge or control of (*Child's Name*): \_\_\_\_\_, a child who resides in this school district at (*Child's Address*)

- 1)  I state that I am the child's parent, or
- 2)  I state that I have been entrusted with, or assumed, day-to-day care and full-time supervision of, and responsibility for, the child and have been given the authority to act as parent or guardian in educational matters as established by (check *all* that apply):
  - a)  a court or testamentary appointment as a legal guardian (*attach copy*) and/or
  - b)  a power of attorney delegating such parental powers (*attach copy*) and/or
  - c)  through an in loco parentis designation by a parent in which I have been authorized to stand in the place of the parent in caring for and raising the child (*attach any written documentation of such designation*), and/or
  - d)  through some other set of circumstances (*please explain on a separate sheet*).

I understand that I may be requested to provide additional information regarding this child. The names and current or last known address of the child's parents are:

Mother: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Father: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

I understand that I will be responsible for, and will be expected to make, decisions regarding education (including, but not limited to, records, discipline, and special education unless otherwise provided under special education laws and regulations), emergency medical care, and other matters for this child while in legal or actual charge or control of this child and I state that I have the authority to take such responsibility and to make such decisions and to so act. I also understand that I will have responsibilities under the state truancy laws to cause this child to attend school.

\_\_\_\_\_  
 Signature of Adult in Legal or Actual Charge or Control

\_\_\_\_\_  
 Home Address of Adult in Legal or Actual Charge or Control

\_\_\_\_\_  
 Daytime Work Address

Dated: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Daytime Work Phone: \_\_\_\_\_

**NOTE:** SECTION 79-215 R.R.S. PROVIDES THAT IF THE STUDENT IS HOMELESS OR IF THE ADULT DOES NOT HAVE A PHONE NUMBER AND ADDRESS WHERE HE OR SHE MAY GENERALLY BE REACHED DURING THE SCHOOL DAY, THOSE PARTS OF THE FORM MAY BE LEFT BLANK AND A BOX MAY BE MARKED ACKNOWLEDGING THAT THESE ARE THE REASONS THESE PARTS OF THE FORM WERE LEFT BLANK. THE ADULT WITH LEGAL OR ACTUAL CHARGE OR CONTROL OF THIS STUDENT SHALL ALSO SIGN THE FORM.

- \_\_\_\_\_ This child is homeless, which is the reason items were left blank.
- \_\_\_\_\_ This adult does not have a phone number or address where they may generally be reached during the school day

**(FOR SCHOOL'S USE)**

**APPLICATION STATUS**

- Decision:**
- Not Admitted      ( )    Child a Non-resident
  - Not Admitted      ( )    Board of Education Approval Required (Expelled Student)
  - Not Admitted      ( )    Other \_\_\_\_\_
  - Admitted            ( )    Residency based on \_\_\_ Natural parent is a resident of  
District \_\_\_ In Loco Parentis \_\_\_ Child is Emancipated
  - Admitted            ( )    Courses or Programs of part-time enrollment: \_\_\_\_\_  
\_\_\_\_\_

(Admission is subject to receipt of birth certificate, proof of immunization, physical and visual evaluation, and other required documentation)

**Notes:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

StudentsStudent Residence, Admission and Contracting for Educational Services

Students shall be admitted to the School District, upon request and without charge, who are:

1. A resident of the School District for purposes of school enrollment. A student is a resident of the School District if the student resides in the School District or at least one of the student's parents resides in the School District.
2. A homeless student. The following definition shall be used to determine which students fit this category:

A homeless individual is one who (1) lacks a fixed, regular, and adequate nighttime residence and (2) has a primary nighttime residence in a supervised publicly or privately operated shelter designed to provide for temporary accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an Act of Congress or State law.

3. Approved for option enrollment into the School District.

Students may be admitted to the School District, or continue in enrollment, where:

1. The student is not a resident of the School District and is a resident of Nebraska. Such enrollment shall be pursuant to a contract between the Boards of Education of the School District and the school district in which the student is a resident and upon the collection of tuition pursuant to such contract. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
2. The student is not a resident of the School District and is a resident of another State. Such enrollment shall be subject to collection of tuition in advance at a rate determined by the School Board. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
3. The student is participating in an approved Foreign Exchange Program.
4. The student is a child of a member of the military on active duty and residing on certain property ceded to the United States and stationed in, near or adjacent to the School District, and children of employees of the federal government residing in Nebraska on national parks or national monuments within the State in, near or

adjacent to the School District. Such discretionary admission shall be without charge for tuition.

5. The student's residency in the School District ceases during the school year. In such case, the student may be allowed to continue attending the School District for the remainder of that school year.

A child who is a ward of the state or court and (1) has been placed in the School District but had resided in a different school district at the time the child became a ward and does not reside in a foster family home, or (2) has been placed in an institution which maintains a State-approved special education program, may be enrolled in the School District to the extent required by law. In such event, costs of education and transportation are to be paid by the State, but not in advance. The child remains a resident of the school district in which the child resided at the time the child became a ward.

A child who is a ward of the state or court who resides in the School District in a foster family home licensed or approved by the Department of Health and Human Services ("Department") or a foster home maintained or used by the Department, remains a resident of the school district in which the child resided at the time the child became a foster child. This is subject to a determination being made in accordance with the Foster Care Review Act that the child will not attend such school district. If such a determination is made, the child is deemed to be a resident of the School District and will be admitted as a resident student.

A child who is not a ward of the state or court and who is residing in a residential setting in the School District for reasons other than to receive an education is subject to the following: First, if the residential setting does not maintain an interim-program school, the School District will provide the educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement, as and to the extent required by law. This is subject to the parent or guardian and such other school district agreeing to have such other school district provide the educational services. Second, if the residential setting does maintain an interim-program school, the child's educational services will be provided by the interim-program school without the School District's involvement. However, the School District may provide educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement.

All admissions are subject to the condition that admission requirements other than residency be satisfied to the extent required by law and that the School District is legally responsible for or authorized to admit the child or provide educational services to the child.

Legal Reference:      Neb. Rev. Stat. Sec. 79-215 (residency and admission)  
                              Neb. Rev. Stat. Sec. 79-215 (children of military or federal employee  
                              parent)  
                              Neb. Rev. Stat. Sec. 79-232 to 79-246 (option enrollment)  
                              42 U.S.C. § 11431 et. seq. (McKinney-Vento Homeless Assistance Act)  
                              NDE Rule 9

Date of Adoption:    [Insert Date]

StudentsOption EnrollmentA. Process and Time Lines to Option In

For a student to attend Chase County Schools as an option enrollment student, the student's parent or legal guardian must submit an application to ~~the Board of Education of~~ the Chase County School District between September 1 and March 15 for enrollment during the following and subsequent school years (the "application period").

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

**Provisions for Waiver of Application Deadline (Choose one or modify as desired):**~~Option 1~~ (Waiver unless at capacity):

The application deadline will be waived by the ~~School Board- District~~ for applications to option into the Chase County School District, provided that the application contains a release approval from the resident district and satisfies any other requirements of law. Further, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the ~~School Board- District~~ to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

~~Option 2 (Limited Deadline Waiver):~~

~~The application deadline will not be waived by the School Board for applications to option into the Chase County School District, except in the following circumstances:~~

- ~~1. Siblings: The application deadline will be waived where the application is for a student who is the sibling of a student attending Chase County Schools as of the time the application is filed, provided the application is filed at least 30 days prior to the semester in which first enrollment is sought. A "sibling" for this purpose means a child who resides in the same household on a permanent basis with a student who is currently attending Chase County Schools and who has the same natural or adoptive parent or who is a stepbrother or stepsister.~~
- ~~2. Kindergarten: The application deadline will be waived where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.~~
- ~~3. Release Approval: For the foregoing exceptions, the application must contain a release approval from the resident district.~~

- ~~4. Other Conditions: The waiver of the deadline in the above circumstances does not require acceptance of the application, as such applications may be rejected for reasons other than late filing.~~
- ~~5. Capacity: For the foregoing exceptions, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School Board to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.~~
- ~~6. Capacity for Late Filed Applications: Where an application is filed for enrollment in the same school year in which enrollment is sought, the "projected enrollment" determinations made pursuant to paragraph D shall be replaced with the "actual enrollment" as of the first day of school for the year of application, as determined by the Superintendent or the Superintendent's designee, but only in the event such actual enrollment is higher than the projected enrollment. Actual enrollment shall include all students in attendance and all students registered to attend (even if not in actual attendance on the first day).~~

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building or the availability of appropriate special education programs operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.
2. Timeliness: An option enrollment application shall be rejected in the event the application is not filed on a timely basis and the filing deadline has not been waived.
3. Previous Option Enrollment: An option enrollment application shall be rejected in the event the student has previously filed an option enrollment application for enrollment in any School District and has had such application accepted, unless a statutory exception to the "one-time" rule is applicable to the student's circumstance.
4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent's designee, or the School Board determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not

supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including “previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings” and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) first, to those applications required to be given priority by law, (2) second, to those with a sibling in attendance at Chase County Schools, with priority within this group being given to those who had earliest filed applications, and (3) third to those without an option student sibling in attendance at Chase County Schools, with priority within this group to those who had earliest filed applications.

Filing date determinations are made by the Superintendent, or the Superintendent’s designee. In the event applications within a group are received at the same or substantially the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

D. Determination of Capacity

The School Board will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building or in any special education programs operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual arrangements, and availability of appropriate special education programs, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix “1” to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared.

E. Releases for Options Out

**Provisions for Release (Choose one or modify as desired):**

**Option 2** (Release unless Expulsion is Pending):

A request for release of a resident student of the Chase County School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted unless the release shall not be granted if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

~~Option 2 (Release Conditions):~~

~~A request for release of a resident student of the Chase County School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted only on the following conditions:~~

- ~~1. Kindergarten: A release will be granted where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.~~
- ~~2. Siblings: A release will be granted where the application would allow the student to attend the same school as a sibling, provided the application is filed at least 30 days prior to the semester in which first enrollment is sought. A “sibling” for this purpose means a child who resides in the same household on a permanent basis with a student who is currently enrolled in the option district and who has the same natural or adoptive parent or who is a stepbrother or stepsister.~~
- ~~3. Educational Programming: A release will be granted where the needs of the student require the District to obtain additional staffing or equipment and it is in the best interests of the District and the student to enroll in the option district. The determination of whether this condition is met shall be made by the Superintendent or the Superintendent’s designee.~~
- ~~4. No Pending Expulsion: The deadline shall not be waived if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.~~

The Superintendent or the Superintendent’s designee is hereby authorized to execute such releases on behalf of the School Board and the School District, ~~subject to subsequent ratification by the School Board.~~

F. Notification of Acceptance or Rejection

In the case of an application to option enroll into the Chase County School District, the Superintendent or the Superintendent’s designee shall notify, in writing, the parent or legal guardian of the student and the resident school district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the Chase County School District, the Superintendent or the Superintendent’s designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

G. Applications Subsequent to Relocations or Mergers

An option enrollment application does not require a release and shall be accepted or rejected within forty-five days after filing in the following circumstances:

1. the student relocated to a different resident school district after February 1, or
2. the student's option school district merged with another district effective after February 1, and
3. the application is for attendance during the immediately following and subsequent school years.

H. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined by the administration.

An option student shall not be entitled to transportation except as required by law. Transportation or transportation reimbursement will be provided in the following circumstances:

1. The Chase County School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.
2. Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district.
3. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

I. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the Chase County Schools and its school, programs, policies and procedures available to all interested persons and shall have a copy of the option enrollment policy and regulations available at each school building.

Legal Reference: Neb. Rev. Stat. §§ 79-232 to 79-246  
Date of Adoption: [Insert Date]

**RESOLUTION**

**WHEREAS**, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications; and,

**WHEREAS**, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs; and,

**WHEREAS**, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

**NOW, THEREFORE, BE IT RESOLVED** that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix "1" to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix "1" to such Policy 5006, are repealed effective on the date of the passage of this resolution,

**BE IT FURTHER RESOLVED** that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix "1" to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

**BE IT FURTHER RESOLVED** that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member \_\_\_\_\_ moved for its passage and adoption, member \_\_\_\_\_ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution: \_\_\_\_\_.

The following members voted against the same: \_\_\_\_\_.

The following members were absent or not voting: \_\_\_\_\_.

The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CHASE COUNTY SCHOOLS**

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

## Appendix “1” to Option Enrollment Policy

The following is Appendix “1” to Policy 5006 for the current school year. The Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

<b>PROGRAM</b>	<b>PROGRAM CAPACITY</b>	<b>PROJECTED ENROLLMENT</b>	<b>NO. OF OPTION STUDENTS</b>
Kindergarten			
First			
Second			
Third			
Fourth			
Fifth			
Building Capacity, Elementary			
Level I Elementary Special Education			
Level II & III Elementary Special Education			
Sixth			
Seventh			
Eighth			
Building Capacity, Middle School Attendance Center			
Level I Middle School Special Education Program			
Level II and III Middle School Special Education			
Ninth			
Tenth			
Eleventh			
Twelfth			
Building Capacity, Sr. High School Attendance Center			
Level I Sr. High School Special Education Program			
Level II and III Sr. High School Special Education			

[Print on School District Letterhead]

[Date]

[Insert Name of Parent/Guardian]  
[Insert Street Address]  
[Insert City], NE [Insert Zip Code]

RE: Option Enrollment; [Insert Name of Student]

Dear [Name of Parent/Guardian]:

I am writing to notify you of the rejection of your:

\_\_\_ option enrollment application  
\_\_\_ request for a release approval.

Reason for Rejection: The reason for the rejection is that your application or request does not meet the conditions for approval that are set forth in the District's option enrollment policy and/or state law. Additional reasons for the rejection are set forth in the completed application form, which is enclosed.

Appeal Process: The parent or legal guardian may appeal a rejection of an application or of a request to release. The appeal is to be filed with the State Board of Education within thirty days after the date the notification of rejection is received. A sample petition form for an appeal can be found in Appendix A of the Nebraska Department of Education's Rule 61 (<http://www.nde.state.ne.us/LEGAL/RULE61.html>).

Sincerely,

Chase County Schools

~~Joey Lefeld~~[Randall Klooz](#), Superintendent

Enclosure: Completed Option Enrollment Application

Sent via certified mail

StudentsForeign Exchange Students**A. Participation in Foreign Exchange Opportunities**

1. The Board recognizes the benefits of participating in foreign exchange programs. Such programs increase mutual understanding between the students, staff and citizens of the District and the people of other countries.
2. The District will admit students from foreign nations through foreign exchange programs that are approved by the Superintendent. A foreign exchange program may not be approved unless it is on the current Advisory List of International Educational Travel and Exchange Programs that is maintained by The Council on Standards for International Educational Travel.
3. The District will not admit students on an F-1 visa.
4. The designated school officials for purposes of the foreign exchange program are the Superintendent and the High School Principal.

**B. Admission of Foreign Exchange Students**

1. The foreign exchange program shall file application forms and related documents with the District by August 1 prior to the beginning of the school year. In order for a foreign exchange student to be admitted to school, the District's acceptance of the application must occur prior to the commencement of the school year. The District retains the right to reject any application.
2. The foreign exchange program shall be responsible for providing the District with all documents and records required by federal and state law and such other documents and records that the District may request. The documentation is to include information to establish that the foreign exchange student has adequate financial support, that the student is covered by health insurance, a complete transcript and a brief explanation of the transcript, and such other documentation that the Superintendent or High School Principal determine appropriate. Foreign exchange students will not be admitted until all such documents and records are received.
3. A maximum of two foreign exchange students will be accepted each school year unless otherwise determined by the Superintendent. To promote a diversity of cultural experiences for students of our District, the foreign exchange students admitted in each school year must not be from the same country.

4. Foreign exchange students must be at least sixteen years old and not older than nineteen years old as of September 1st of the school year in which the student will enroll in the District. Foreign exchange students must not have graduated from high school (or an equivalent educational institution) prior to enrollment in the District.
5. Foreign exchange students must have adequate proficiency in the English language to function in a regular classroom and not require English-as-a-second-language instruction. The foreign exchange program must provide documentation to verify the student's English language proficiency as part of the application process.
6. The host family of the foreign exchange student must be residents of the District.

**C. Requirements During Attendance in the District**

1. The host family must be residents of the District and the foreign exchange student must reside in the District during the period of time in which the foreign exchange student is enrolled in the District.
2. The local representative of the foreign exchange program is to arrange and attend a meeting with the foreign exchange student, the host family, and the High School Principal or designee prior to the foreign exchange student starting school.
3. The local representative of the foreign exchange program is expected to confer with the High School Principal or designee throughout the foreign exchange student's attendance in the District on a schedule to be determined by the Principal.
4. Foreign exchange students are subject to the same policies, student code of conduct, and attendance requirements that apply to regular students with exceptions appropriate for their status as foreign exchange students including, without limitation, the following: (a) foreign exchange students will not be eligible for student fee waivers; (b) foreign exchange students must be enrolled on a full-time basis; and (c) foreign exchange students are ineligible to take any driver education classes offered by the District. Eligibility for participation in NSAA-regulated activities will be determined based on the Bylaws of the NSAA.

**D. Academic Matters Involving Foreign Exchange Students**

1. Foreign exchange students will be assigned a grade placement and a class schedule as determined appropriate by the High School Principal or designee. Grade placement will be based upon the District's criteria for students transferring from non-approved schools.

2. Foreign exchange students will be required to enroll in an American literature course and a United States history or a United States government course.
3. Foreign exchange students completing the twelfth grade in the District will be recognized with a school certificate for satisfactory attendance and participation.
4. If a foreign exchange student wishes to receive a District high school diploma, the student must make application to the Principal prior to the beginning of the school year. To receive a diploma, the student must fulfill all of the District's regular high school graduation requirements.

Legal Reference: 22 U.S.C. §2451, et seq.  
22 CFR Part 62

Date of Adoption: [Insert Date]

Chase County Schools  
**APPLICATION FOR FOREIGN EXCHANGE STUDENT**

**PART 1—Student Information**

Student's Name: _____	DOB: _____	<i>Note:</i> Student must be at least 16 and not older than 19 as of September 1st of the school year of enrollment.
Country of Citizenship: _____		
Parent's Names: _____ (Father) _____ (Mother)	Address: _____ _____	Telephone (s): _____ _____ E-mail: _____
School year the student intends to attend: _____		
School the student expects to attend: _____		
Grade level the student expects to be placed: _____		
<i>(Note: Student must not have graduated from high school or an equivalent educational institution prior to enrollment)</i>		
The student is or will be entering the United States on an F-1 visa:    Yes    No		
Special Needs/Concerns: _____		

**PART 2—Foreign Exchange Program Information**

Name of Organization: _____	Name of Local Representative: _____
Address: _____ _____	Telephone (s): _____ _____ E-mail: _____
The foreign exchange program is on the current Advisory List of International Educational Travel and Exchange Programs that is maintained by The Council on Standards for International Educational Travel:    Yes    No	
We agree that the local representative of the foreign exchange program will confer with the High School Principal or designee throughout the Student's attendance in the District on a schedule to be determined by the Principal:    Yes    No	

**PART 3—Host Family Information**

Name of Host Family: _____ (Father) _____ (Mother)	<i>Note:</i> The host family must be residents of the District and the Student must reside in the District during the period of time the Student is enrolled in the District.
Address: _____ _____	Telephone (s): _____ _____ E-mail: _____

**PART 4—Application Requirements**

1. Attached to this application is the following documentation to establish that the student has adequate financial support: \_\_\_\_\_  
\_\_\_\_\_
2. Attached to this application is the following documentation to establish that the student is or will be covered by health insurance: \_\_\_\_\_
3. Attached to this application is the student's complete transcript.  
We provide the following brief explanation of the transcript: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Attached to this application is the following documentation to establish that the student has adequate proficiency in

the English language to function in a regular classroom and not require English-as-a-second-language instruction:

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5. Student wishes to receive a high school diploma from Chase County Schools:      Yes      No.  
If "Yes" the student must make application to the Principal prior to the beginning of the school year and must fulfill all of the District's regular high school graduation requirements. Otherwise, a foreign exchange student completing the twelfth grade in the District will be recognized with a school certificate for satisfactory attendance and participation.

\_\_\_\_\_  
**Date**                      **Applicant(s)**

\_\_\_\_\_  
**Date**                      **Applicant(s)**

-----  
(FOR SCHOOL'S USE)

**Decision on Application**

**Decision:**             Accepted  
                           Not Accepted

**Notes:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Date**                      **Superintendent or High School Principal**

Note: If accepted, admission is subject to receipt of documentation to meet requirements related to immunization, physical examination and visual evaluation. A certified copy of birth certificate or acceptable substitute (other reliable proof of child's identity and age with an affidavit explaining the inability to produce a birth certificate) must be submitted within 30 days of enrollment.

StudentsStudent AttendanceAttendance Policy and Excessive Absenteeism

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The Principals and teachers are required to maintain an accurate record of student attendance.

A. Attendance and Absences.

1. Circumstances of Absences – Definitions. The circumstances for all absences from school will be identified as School Excused or Not School Excused. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, require advance approval.
  - a. School Excused. Any of the following circumstances that lead to an absence will be identified as a *School Excused* absence, provided the required attendance procedures have been followed:
    - (1) Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent must provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented illness, court, death of a family member, or suspension.
    - (2) Other absences as determined by the principal or the principal's designee.
  - b. Not School Excused. Absences that are not school excused may result in a report to the county attorney and may be classified as follows:
    - (1) Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes, but is not limited to, illness, vacations, and medical appointments.
    - (2) Other absences are those in which the parent has not communicated a reason for the student's absence.

2. Absence Procedure. In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances.

A student will not be allowed to enter class after an absence until an admit slip, based upon a written or verbal parental excuse, is issued by the Principal's office.

Two school days will be allowed to make up work for each day missed, with a maximum of 10 days allowed to make up work.

3. Mandatory Ages of Attendance. A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

Exceptions for Younger Students. Attendance is not mandatory for a child who has reached 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the school district in which the child resides an affidavit stating either: (1) that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or (2) that the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

Exceptions for Older Students. Attendance is also not mandatory for a child who: (1) has obtained a high school diploma by meeting statutory graduation requirements; (2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or (3) has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

Early Withdrawal for Students Enrolled in Accredited or Approved Schools. A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

Exit Interview. The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in Chase County Schools or resides in the Chase

County School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the Superintendent or Superintendent's designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child OR may rescind the written request for the withdrawal.

Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the

child and the child is experiencing either (i) financial hardship, or (ii) an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

4. Reporting and Responding to Excessive Absenteeism. Any administrator, teacher, or member of the board of education who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the superintendent or such person(s) who the superintendent designates to be the attendance officer (hereafter, "attendance officer"). The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to address the problem of excessive absenteeism. Such services shall include, as appropriate, the services listed below under "Excessive Absenteeism" and "Reporting Excessive Absenteeism."
5. Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter which are Not School Excused shall be deemed to have "excessive absences." Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child.

When a student continues thereafter to have absences which are Not School Excused and the absences are of concern due to the effect of the absences on the student's academics, the student's attendance history, the time of the school year, the reasons for the absences, or other circumstances, one or more meetings will be held between the school (a school attendance officer, a school administrator or his or her designee, and/or a social worker), the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall consider, but not be limited to:

- (a) Illness related to physical or behavioral health of the child.
- (b) Educational counseling;
- (c) Educational evaluation;
- (d) Referral to community agencies for economic services;
- (e) Family or individual counseling; and
- (f) Assisting the family in working with other community services.

If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of such refusal in the child's attendance records.

6. Reporting Excessive Absenteeism to the County Attorney.

The school may report to the county attorney of the county in which the person having control of the student resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) absences per year. The school shall notify the child's family in writing prior to making the referral to the county attorney. Illness that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney. A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

Legal Reference: Neb. Rev. Stat. Sec. 79-201 and 79-209

Date of Adoption: [Insert Date]

## Attendance Improvement Plan

This collaborative plan has been developed as a result of a meeting or meetings held on the following dates: \_\_\_\_\_.

Those in attendance included: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The attendees considered the following actions to reduce barriers to improve regular attendance:

1. Illness related to physical or behavioral health of the child:

\_\_\_ It was determined that the physical or behavioral health of the child is not a barrier to improve regular attendance.

\_\_\_ The child's physical or behavioral health poses a barrier to regular attendance. The following actions will be taken in response: \_\_\_\_\_

\_\_\_\_\_

2. Educational counseling (e.g. curriculum changes):

\_\_\_ It was determined that educational counseling is not needed to reduce barriers to improve regular attendance.

\_\_\_ Educational counseling \_\_\_ has been \_\_\_ will be provided, consisting of the following: \_\_\_\_\_

\_\_\_\_\_

3. Educational evaluation:

\_\_\_ It was determined that an educational evaluation is not needed to reduce barriers to improve regular attendance.

\_\_\_ An educational evaluation \_\_\_ has been \_\_\_ will be conducted to assist in determining the specific condition, if any, contributing to the problem of excessive absenteeism. The evaluation will include: \_\_\_\_\_

\_\_\_\_\_

4. Referral to community agencies for economic services:

\_\_\_ It was determined that economic services are not needed to reduce barriers to improve regular attendance.

\_\_\_ The family \_\_\_ has been \_\_\_ will be given information about community agencies which may have economic services available to the family, which includes: \_\_\_\_\_

\_\_\_\_\_

5. Family or individual counseling:

\_\_\_ It was determined that family or individual counseling is not needed to reduce barriers to improve regular attendance.

\_\_\_ The family \_\_\_ has been \_\_\_ will be given information about family or individual counseling that is available pertaining to: \_\_\_\_\_

\_\_\_\_\_

6. Assisting the family in working with other community services:

\_\_\_ It was determined that assistance in working with community services is not needed to reduce barriers to improve regular attendance.

\_\_\_ The family \_\_\_ has been \_\_\_ will be given assistance in working with community services pertaining to: \_\_\_\_\_  
\_\_\_\_\_.

Other actions to be taken:

Action	Responsible Person	Date to Complete

Plan completed by:

\_\_\_\_\_  
Signature (title)

\_\_\_\_\_  
Signature (title)

\_\_\_\_\_  
Signature (title)

\_\_\_\_\_  
Signature (title)

\_\_\_\_\_  
Signature (title)

\_\_\_\_\_  
Signature (title)

\_\_\_\_\_  
Date

[Print on School District Letterhead]

[Date]

Arlan Wine  
Chase County Attorney  
PO Box 1299  
Imperial, NE 69033

**RE: Attendance Policy; Requested Collaboration**

Dear Mr. Wine:

Section 79-209 requires school districts to “have a written policy on attendance developed and annually reviewed in collaboration with the county attorney of the county in which the principal office of the school district is located.”

Enclosed is a draft of the revised policy that we intend to submit to the Board of Education for adoption. Please review the policy and give me any suggested changes you may have. If you would like to meet to discuss the policy in person, please contact me at (308) 882-4304.

We need to get the new policy in place prior to the beginning of the 2017-2018 school year. As such, I request that you contact me with regard to the policy at your earliest opportunity.

Sincerely,

~~Joey Lefdal~~ [Randall Klooz](#), Superintendent  
Chase County Schools

Enclosure: Attendance and Excessive Absenteeism Policy

StudentsAttendance During School Day (Dismissals and Field Trips)

Students may not be permitted to leave school prior to the regular dismissal time except by permission of the Principal.

No student may be permitted to leave school prior to the dismissal hour at the request of or in the company of any one other than a school employee, police officer, court official, or parent of the child, unless permission of the parent has been first secured. If any police or court official requests the dismissal of a student, the student's parents should be notified as soon as possible.

Field trips or excursions off school grounds must have the approval of the Principal in advance and administrative requirements may be established for such activities.

Date of Adoption: [Insert Date]

Students

School Census

The Superintendent shall take such steps as necessary to take a complete school census every year and file the census in accordance with state and local laws.

Legal Reference:   Neb. Rev. Stat. Sec. 79-524  
                          Neb. Rev. Stat. Sec. 79-528  
                          Neb. Rev. Stat. Sec. 79-578  
                          NDE Rule 8.604

Date of Adoption:   [Insert Date]

Students

Parent-Student Handbook

Each year the Board of Education shall adopt a Parent-Student Handbook. The rules, procedures, and practices adopted in the Parent-Student Handbook shall have the effect of Board Policy and shall control over any earlier-adopted Board policy to the extent of the conflict.

Date of Adoption: [Insert Date]

StudentsStudent Discipline

A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.

1. Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

- a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
- b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering

the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

- e. A student who on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
  3. Expulsion:
    - a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
    - b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a

personal injury to the student himself or herself, other students, school employees, or school volunteers.

- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
- d. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
- e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
- f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

4. Emergency Exclusion: A student may be excluded from school in the following circumstances:

- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
- b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers described above.

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.
- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
  - C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the

consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. 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. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school

- employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
  11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
  12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
  13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
  14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
  15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
  16. Willfully violating the behavioral expectations for riding school buses or vehicles.
  17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
    - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
    - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

- D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

- a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
- ~~b. Shorts, skirts, or skorts that do not reach mid-thigh or longer.~~
- ~~e.b.~~ Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
- ~~d.c.~~ Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
- ~~e.d.~~ Head wear including hats, caps, bandannas, ~~and~~ scarves, ~~and~~ headphones.
- ~~f.e.~~ Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
- ~~g.f.~~ Clothing or jewelry that is gang related.
- ~~h.g.~~ Visible body piercing (other than ears).

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school’s guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal’s office.

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

## 2. Academic Integrity.

- a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to

learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

- b. Definitions: The following definitions provide a guide to the standards of academic integrity:
- (1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:
    - (a) Tests (includes tests, quizzes and other examinations or academic performances):
      - (i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.
      - (ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
      - (iii) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.
      - (iv) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for

- another student, without the specific knowledge and permission of the instructor.
- (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- i) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
  - (ii) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
  - (iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.
  - (iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.
  - (v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.
- (c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

- (2) “Plagiarism” means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:
- (a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
  - (b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
- (3) “Contributing” to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.
- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.
  - (2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
  - (3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy,

such as for offenses involving altering assigned grades or contributing to academic integrity violations.

3. Electronic Devices

- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.
- b. Definitions.
- (1) “Electronic devices” include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
  - (2) “Sexting” means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
    - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
    - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
    - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.
- c. Possession and Use of Electronic Devices.
- (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
  - (2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that

the student not commit any abusive use of the device (see paragraph (d)(1). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

- (3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).
- (4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

- (1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) or otherwise transmitting images and/or sounds of another person or persons without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.
- (2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

- (i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.
  - (ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
  - (iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
- (3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:
  - (i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.
  - (ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

- (4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.
- e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.
- E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:
1. 1st Offense: Student will be confronted and directed to cease.
  2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
  3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.
- If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.
- F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:
1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
  2. Students in the hallway during class time must have a pass with them.
  3. Gum, candy, seeds, etc. are not allowed in the ~~school building or~~ classrooms. ~~The pop machine is closed until after school and pop is to be drunk outside.~~
  4. Students are expected to bring all books and necessary materials to class. This includes study halls.
  5. Assignments for all classes are due as assigned by the teacher.
  6. Students are not to operate the mini-blinds or the windows.
  7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
  8. Students are to be in their seats and ready for class on the tardy bell.

9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.
10. Students are not to bring “nuisance items” to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

G. Law Violations

1. ~~Cases of law violations or suspected law violations by students~~ Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement the police and to the student's parents or guardian as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.  
The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.
2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.
3. ~~In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it is the District's policy~~

~~to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:~~

- ~~(a) — Knowingly possessing illegal drugs or alcohol.~~
- ~~(b) — Aggravated or felonious assault.~~
- ~~(c) — Vandalism resulting in significant property damage.~~
- ~~(d) — Theft of school or personal property of a significant nature.~~
- ~~(e) — Automobile accident.~~
- ~~(f) — Any other behavior which significantly threatens the health or safety of students or other persons, and such other offenses which are required to be reported by law.~~

~~When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.~~

Legal Reference:      Neb. Rev. Stat. sections 79-254 to 79-296

Date of Adoption:      [Insert Date]

StudentsAlternative Education Programs or Plans For Expelled Students

In the event action is being taken to expel a student from this school district, the Administration shall select one of the following described educational options to be made available to the expelled student during the period of expulsion, to-wit: (1) An alternative school, class, or educational program (hereinafter referred to as an "alternative program"); or (2) The development of a plan of behavior modification, educational objects, and financial resources and community programs available to meet the behavioral and educational objects, and monthly reviews to assess the student's progress toward meeting the specified goals and objects. The superintendent or superintendent's designee shall make known to the expelled student which of the alternative educational options the administration has selected for the student's expulsion. Such information shall be made known to the expelled student on or before the date the expulsion becomes effective. An expulsion becomes effective, as to a student who has been given a written notice of a recommendation to expel, on the earliest of the following dates: (1) if the student, parent, or guardian has not requested a hearing, the sixth school day following receipt of the notice of the recommendation to expel, (2) if the student has requested a hearing, the date the student, parent, or guardian receives notice of the determination of the superintendent or superintendent's designee to expel the student, or (3) such other date as may be mutually agreed by the student, parent, or guardian and the administration.

**A. ALTERNATIVE EDUCATION PROGRAM:**

The approved alternative programs are: (1) community-based programs, (2) home-based programs, (3) specialized tutorial experiences, and (4) distance-learning. The Board of Education may, from time to time, approve other alternative programs and may approve specific alternative programs and may enter into contracts for the provision of such specific alternative programs. To the extent that the alternative programs are to be provided on-site, the individuals responsible for providing such on-site alternative program shall hold a valid Nebraska Teaching or Administrative Certificate. To the extent that the alternative program is to be community-based or off-site, such alternative program shall be planned in cooperation with and monitored or supervised by a school district staff member who holds a Nebraska Teaching or Administrative Certificate. Alternative programs may be conducted at times other than the regular school day.

The superintendent or superintendent's designee shall determine which alternative programs shall be made available to each specific expelled student based on a consideration of the interests of the school district and the student's educational and behavioral objectives and needs, as determined in the discretion of the superintendent or the superintendent's designee. If a parent or guardian refuses to participate or have their expelled child participate in the alternative programs made available, the district shall have no further obligation with regard to the provision of an alternative program. The superintendent or superintendent's designee shall establish a specific date or time within which the parent or guardian shall be required to state in writing an agreement to participate in the alternative program. As a condition of participation in alternative programs which involve the payment of tuition or other similar expenses, the student, parent, or

guardian may be required, as a condition of such alternative program being available, to agree in writing to pay the tuition or other similar costs for such program in the event the expelled student fails to successfully complete the program.

The standards of student behavior and cooperation required of students in the regular programs of this school district shall also be required of expelled students throughout the entire time period of the alternative program. Additional standards may be established in each specific program and for each specific expelled student. If the expelled student fails to meet the required standards of student behavior or cooperation, the student may be further disciplined by disciplinary punishment up to and including expulsion for an additional period of time beyond that being served by the expelled student. Further, if the expelled student fails to meet any of the conditions of the learning program, the district may, by action of the superintendent or superintendent's designee, terminate the alternative program for the expelled student. A due process hearing substantially in compliance with the statutory provisions for suspension and expulsion of students shall be made available, unless waived by the parent or legal guardian.

Upon preapproval by the superintendent or the superintendent's designee, academic credit towards graduation or advancement in grade level shall be available to students participating in alternative programs for expelled students. The academic credits to be awarded shall be equal to the same academic credit a student in the school district's regular educational program would earn for completion of a similar educational program, as determined at the discretion of the superintendent or superintendent's designee. Such academic credits shall not be earned unless the expelled student has successfully completed the conditions of the alternative program, as determined by the teacher and the superintendent or superintendent's designee. The superintendent or superintendent's designee shall determine whether or to what extent such academic credits should be assigned to subject area or other specific graduation or advancement requirements. The achievement mark (i.e., grades) assigned for such academic credits shall not be available to the advantage of the expelled student for honor roll, class rank, or other academic honors or recognition.

#### B. EDUCATION PLAN PROGRAM:

If the administration elects not to provide an alternative education program outlined in subparagraph A. above, the following procedures shall be followed prior to expelling a student unless the expulsion was required by subsection (4) of the Neb. Rev. Stat. § 79-283; said procedures being as follows, to wit:

(1) A conference shall be called by a school administrator and held to assist the district in the development of a plan with the participation of a parent or a legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved with juvenile justice.

(2) The plan shall be in writing and adopted by a school administrator and presented to the student and the parent or legal guardian.

(3) The plan shall:

- (a) Specify guidelines and consequences for behaviors which have been identified as preventing the student from achieving the desired benefits from the educational opportunities provided,
- (b) Identify educational objectives that must be achieved in order to receive credits toward graduation,
- (c) Specify the financial resources of the community programs available to meet both the educational and behavioral objects identified, and
- d) Require the student to attend monthly reviews in order to assess the student's progress toward meeting the specified goals and objectives.

The school district shall submit such plan on the form "Section 79-266(2) Plan" attached to this policy as Appendix "1".

Legal Reference:     Neb. Rev. Stat. §79-266  
                          NDE Rule 17

Date of Adoption:    [Insert Date]

**SECTION 79-266(2) PLAN**

Student: \_\_\_\_\_

Date and Participants: \_\_\_\_\_

(List parent or legal guardian, school representative, and community or agency representative)

**(a) Guidelines and Consequences for Behaviors**

The student has been recommended for expulsion for conduct as specified in correspondence and memoranda recently provided to the student and the student's parents or guardian. This conduct has had the effect of preventing the student from achieving the desired benefits from the educational opportunities provided. The student is expected to conform his conduct to the school rules for which he has been recommended for expulsion and all other established school rules. Further disciplinary measures, including possible future expulsions, can result from future violations of such behavioral guidelines and expectations.

**(b) Educational Objectives**

In order to graduate, the student needs to receive the credits listed in Attachment "A", subject to future modifications in graduation requirements.

**(c) Financial Resources and Community Programs Available**

The financial resources and community programs available to meet the educational and behavioral objectives identified in this plan include school resources (e.g., upon return from the recommended expulsion, counseling with the school counselor, and meetings with the school administration and teachers) and community organizations which assist young people (e.g., civic organizations, local college and university programs, and community college programs).

**(d) Monthly Reviews & Other**

During the period of the expulsion, the student shall be required to attend monthly reviews with the Principal or designee to assess the student's progress toward meeting the specified goals and objectives. The student shall be responsible for contacting the named school official to schedule the monthly meetings. (Attach separate sheet for any additional information or terms of plan).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, adopted by the school administrator after a conference held to assist the district in the development of the plan with the participation of a parent or legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved in juvenile justice, and presented to the student and parent or legal guardian at the conference prior to the student being expelled in accordance with law.

Adopted by \_\_\_\_\_  
[Administrator]

Attachments: Attachment "A" (academic credits needed to graduate or other, if applicable)

StudentsExtracurricular Activity**Section 1 Extracurricular Activity Philosophy**

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens.

Safety

The District's philosophy is to maintain an activities program which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

## Section 2 Extracurricular Activity Code of Conduct

Purpose of the Code of Conduct. Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

### Scope of the Code of Conduct.

Activities Subject to the Code of Conduct: The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, ~~dance team~~, Pep Club, Pep Band, vocal, band, speech and drama, One-Act, FBLA, FCCLA, FFA, Spanish Club, Art Club, Student Council, Student Advisory Board, National Honor Society, and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on and off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under

the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

**Grounds for Extracurricular Activity Discipline.** Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been determined by the Board of Education to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, bullying, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
7. Selling, using, possessing or dispensing alcohol, tobacco, narcotics, drugs, a controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. (Note: Refer to “Drug and Alcohol Violations” for further information).
8. Public indecency.
9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.

10. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
11. Repeated violation of any of the school rules.
12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
13. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
14. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
15. Willfully violating the behavioral expectations for those students riding Chase County Schools' buses or vehicles used for activity purposes.
16. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
17. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.
18. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.
19. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.
20. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

**Drug and Alcohol Violations.****Meaning of Terms.**

Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

Under the influence means any level of impairment and includes even the odor of alcohol on the breath or person of a student, or the odor of an illicit drug on the student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant.

Possession includes having control of the substance and also includes being in the same area where the substance is present and no responsible adult present and responsible for the substance. Possession includes situations where, for example:

- (1) Alcohol is in a vehicle in which the student is present. The student is considered to be in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol; and
- (2) Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol.

In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon the student could safely do so. (Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

**Consequences.**

Students may be suspended from practices or participation in interscholastic competition or participation in co-curricular activities for violations of the Code of Conduct. The period of suspension or other discipline for such offenses shall be determined by the school administration.

The disciplinary consequence will be determined based on consideration of the seriousness of the offense, any prior violations, the student's compliance with the self-reporting obligations, the student's level of cooperation and willingness to resolve the matter, and the student's demonstration of a commitment to not commit future violations.

Because of the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations:

**Drugs and Alcohol.**

An activity participant who violates the drug or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: ~~45 days.~~ 20 school days or a minimum of the next (1) school activity.
2. Second Offense: ~~or Any Subsequent Offense: One calendar year.~~ 40 school days or a minimum of the next two school activities.
- ~~2.3.~~ Third Violation: Student will be ineligible for the remainder of current school year.
3. ~~Reduction for Self-Reporting:~~ If the student has self-reported, the penalty will be reduced to 10 school days for the first offense and 20 school days for subsequent offenses. Minimum missed activities will not be reduced. the first violation shall be reduced to 21 days for the first violation. A commensurate reduction (approximately one-half, as determined by the administration) for a second or subsequent violation shall be given for self-reporting.
4. Reduction for Participation in Chemical Dependency Program: If the student and parents agree to participate in a school-approved program for chemical dependency, the consequence will be reduced to only the next activity in which the student was to participate (including at least one contest) in the case of a first violation, and to a commensurate reduction (approximately 80%, as determined by the administration, for a second or subsequent violation).  
The program must be administered by a certified alcohol and drug abuse counselor and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of program must be submitted in writing to the Activities Director. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from extracurricular activities for one calendar year. All costs associated with the program are to be borne by the student/parent or guardian.
5. More Serious Violations: In the event of more serious drug or alcohol violations, such as students engaging in use of especially serious drug offenses (cocaine, meth, etc.) or procuring alcohol for minors, the consequence of the violation is not restricted by the foregoing, and may be established in the good discretion of the administration.

**Steroid Offenses.** A student who possesses, dispenses, delivers, or administers anabolic steroids shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 45 consecutive days.
2. Second or Any Subsequent Offense: One calendar year.

**When Suspensions Begin.** All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the

sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions in the Spring will be carried over to the Fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

**Letters and Post-Season Honors.** A student who commits a Code of Conduct violation is:

1. Eligible to letter, provided the student meets the criteria of the coach or sponsor.
2. Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation. The coach/sponsor, with the Athletic Director's approval, may make an exception where the student has self-reported or otherwise demonstrated excellence in character allowing for such honors.

**Self-Reporting.** A student who violates the Code of Conduct must self-report. A failure to self-report will lead to a longer suspension or other discipline. The self-report must be made to: the principal, athletic director, or the head coach or sponsor of an activity in which the student participates. The student's parent or guardian may initiate the self-reporting process, but the student will be later required to give a written statement of the self-report. The self-report must be made the earlier of: (1) before the end of the next school day after the conduct occurred and (2) before participation in an extracurricular or co-curricular activity.

In making a self-report, the student must identify the events that took place, what conduct the student engaged in, and any witnesses to the student's conduct, and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. Students may be disciplined for a failure to be honest and forthright.

**Determining a Violation Has Occurred.** A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria:

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
2. When a student is convicted of a criminal offense. Conviction includes, without

limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.

3. When a student admits to violating one of the standards of the Code of Conduct.
4. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

**Procedures for Extracurricular Discipline.** The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with a school purpose.
2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference.
  - a. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
  - b. The suspension may be imposed prior to the meeting if the meeting can not reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.
3. Notice Letter. Within two school days (two business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parents or guardian. The statement will describe the student's conduct violation and the discipline imposed. The student and parents or guardian will be informed of the opportunity to request a hearing.
4. Informal Hearing Before Superintendent. The student or student's parent/guardian may request an informal hearing before the Superintendent. The Superintendent may designate the Athletic Director or another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.
  - a. A form to request such a hearing must be signed by the parent or guardian. A form will be provided with the notice letter or otherwise be made available by request from the Principal's office.

- b. The request for a hearing must be received by the Superintendent's office within five days of receipt of the notice letter.
- c. If a hearing is requested:
  - i. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
  - ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
  - iii. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session). The written decision will be mailed or otherwise delivered to the participant, parents or guardian.
  - iv. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the informal hearing) will be kept by the school if requested sufficiently in advance of the hearing by the parent/guardian.
5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures
6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

### Section 3 Attendance

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have "excessive absences" as determined under the school's attendance policy are ineligible to participate in extracurricular activity contests or performances. Students who have four or more unexcused absences in the semester of participation will be ineligible to participate in extracurricular activity contests or performances.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance ~~for the full day~~ no later than 11:30 AM. A student who is not in attendance ~~the full day by 11:30 AM~~ is ineligible for the contest, performance, or activity.

Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the Principal or Athletic Director.

Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

#### Section 4 Academic Standards

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities must show evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities, students must:

1. Be enrolled in at least 25 credit hours in the semester of participation.
2. ~~Maintain passing grades in all courses. Meet weekly academic eligibility requirements. A student who is not passing one or more classes at progress reporting times will be ineligible to participate in extracurricular activity contests or performances if the grade remains below passing one week after progress reporting time. The student will remain ineligible until the student is passing all classes. An ineligible list will be run by 9:00 AM on first school day of the week and be finalized by 9:00 AM the following day. Students failing two or more classes will be deemed ineligible to participate in all school activities starting on Tuesday and remain ineligible until the following Tuesday at Midnight.~~
3. ~~Maintain an overall "C" average to participate in extracurricular activities, except school dances.~~
- 3.4. Academic requirements do not apply to:
  - (A) Instructional field trips which are a part of the scheduled course learning experience; or
  - (B) Activities or events which are a part of the student's grade requirements.

Legal Reference: Neb. Rev. Stat. §§ 79-254 to 79-296

Date of Adoption: [Insert Date]

StudentsDrug and Substance Use and Prevention**Drug-Free Schools**

The District shall implement regulations and practices which will ensure compliance with the Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

**Education and Prevention**

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this School District. Further, the District will have proper in-service orientation and training for all employed staff.

**Standards of Conduct; Notice to Students and Parents**

Students are to be provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. It shall be the further policy of the District to keep a file showing receipt of standards of conduct and a statement of disciplinary sanctions that may be taken for violations of such standards of conduct. The receipt shall be signed by both student and parent or guardian and returned to the respective Principal. It shall contain in prominent letters the following language:

"RECEIPT SHALL SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING CHASE COUNTY SCHOOLS HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO P.L. 101-226 AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN ANY FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING TAKEN AGAINST ANY STUDENT FAILING

TO COMPLY WITH THESE STANDARDS."

**Drug and Alcohol Education and Prevention Program of the District Pursuant to the Safe and Drug-Free Schools and Communities Laws and Regulations**

Students are to be provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

**Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs**

Students are to be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

**Safe and Drug-Free Schools-- Parental Notice of Right to Withdraw**

Parents will be notified that, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

**Standards of Student Conduct Pertaining to the Possession, Use, or Distribution of Illicit Drugs, Alcohol or Tobacco.**

These standards are in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs, alcohol or tobacco on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled

substance when such activity constitutes a substantial interference with school purposes.

6. Possession, use or distribution of any tobacco product.

### **Disciplinary Sanctions**

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardian will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

### **Intervention**

The Chase County School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

### **Administration**

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation.

Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Date of Adoption: [Insert Date]

StudentsPromotion and Retention

Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the Principal, in consultation with the student's teachers and counselor, to be appropriate for the educational interests of the student and the school's educational program.

Legal Reference: Neb. Rev. Stat. Sec. 79-526

Date of Adoption: [Insert Date]

StudentsStudent Records

School staff shall maintain student records in compliance with state and federal law.

Confidentiality of Student Records.

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

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. A school official who violates this restriction shall be subject to disciplinary action up to and including termination.

A 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.

A school official for purposes of access to education records is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school 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 a school employee. 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.

Student and Parent Access to Student Records.

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.

Maintenance and Destruction.

Student files or records shall be so maintained so as to separate academic and disciplinary matters. All disciplinary material in a student's file shall be removed and destroyed after the student's continuous absence from the school for a period of three (3) years.

Amendment of Student Records.

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 Principal to amend the records. If a decision is made not to amend the education records in accordance with the request, the Principal shall so inform the parents of the student and the Superintendent. The parent shall be advised of the right to a hearing.

If a hearing is requested, the Superintendent shall conduct a hearing (or delegate the role to another school 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.

Legal Reference: Neb. Rev. Stat. §§ 42-364(4) and 42-381; Neb. Rev. Stat. § 43-3001  
Neb. Rev. Stat. §§ 79-2104 and 79-2105; Neb. Rev. Stat. § 79-539  
Neb. Rev. Stat. §§ 84-1201 to 84-1220  
Family Educational Rights and Privacy Act, 20 U.S.C. §1232g

Date of Adoption: [Insert Date]

## **Notification of Rights Under FERPA**

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age (“eligible students”) certain rights with respect to the student’s education records. They are:

- 1) The right to inspect and review the student’s education records within 45 days of the day the District receives a request for access.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

- 2) The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate or misleading.

Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

- 3) The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks.

A 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.

Upon request, the District discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.

- 4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Kathleen Styles, Office of the Chief Privacy Officer  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202

### **Notice Concerning Directory Information**

The District may disclose directory information. The types of personally identifiable information that the District has designated as directory information are as follows:

1. Student's Name, address, telephone listing, and the name, address, telephone listings (if not unlisted), e-mail address and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student;
2. School and dates of attendance;
3. Student's current grade;
4. Student's enrollment status (e.g. full-time or part-time);
5. Student's date of birth and place of birth;
6. Student's extra-curricular participation;
7. Student's achievement awards or honors;
8. Student's weight and height if a member of an athletic team;
9. Student's photograph; and
10. School or school district the student attended before he or she enrolled in Chase County Schools.

Notwithstanding the foregoing, the District does not designate as directory information personally identifiable information from students' education records where the District determines that the disclosure to the potential recipient poses a risk to student safety or well-being, including but not limited to circumstances where the potential recipient is a registered sex offender and the personally identifiable information would permit the potential recipient to communicate with or otherwise contact the student.

A parent or eligible student has the right to refuse to let the District designate information about the student as directory information. The period of time within which a parent or eligible student has to notify the District in writing that he or she does not want information about the student designated as directory information is as follows: two weeks from the time this information is first received. Please contact the Superintendent's office to indicate your refusal to have your child's information designated as directory information.

The District may disclose information about former students without meeting the conditions in this section.

### **OPTIONAL**

In addition, notice is further given that FERPA permits the disclosure of personally identifiable information from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the District to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. The District may disclose personally identifiable information from the education records of a student without obtaining prior written consent of the parents or the eligible student —

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the District has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U.S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the Nebraska Department of Education. Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of personally identifiable information to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the District, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))

- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the District has designated as “directory information” under §99.37. (§99.31(a)(11))

The District’s policy is for education records to be kept confidential except as permitted by the FERPA law, and the District does not approve any practice which involves an unauthorized disclosure of education records. In some courses student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. The District does not either approve or disapprove such teaching practices, and designates such student work as directory information and/or as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the District in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

**Notice Concerning Designation of Law Enforcement Unit:**

The District designates the Imperial Police Department as the District's “law enforcement unit” for purposes of (1) enforcing any and all federal, state or local law, (2) maintaining the physical security and safety of the schools in the District, and (3) maintaining safe and drug free schools.

StudentsAcademic Progress

The Superintendent will be responsible for implementing a uniform system for appraising and reporting the development of students' academic and behavioral skills.

Communicating student progress to parents shall be the responsibility of the building administrator and the classroom teacher. Written reports of student progress will be made available to parents at the conclusion of each quarter. It is recommended that two parent-teacher conferences or acceptable substitutes be held in both the elementary and junior-senior high school each year. Additional reporting of student progress is encouraged whenever progress or lack of progress is of an unusual nature.

Date of Adoption: [Insert Date]

StudentsGrading System

The grading system of Chase County Schools shall be as follows:

- a. Grading periods of approximately nine (9) weeks shall be used four (4) times per year.
- b. Achievement marks shall be given on a numerical basis for all grades 4-12, with the marks of 69 or lower considered a failure. A special grading report for the K-3, on a different basis, shall be used.
- c. The grading and conversion scale are as follows:
 

A+	99-100	A	95-98	A-	93-94
B+	91-92	B	88-90	B-	86-87
C+	84-85	C	79-83	C-	77-78
D+	75-76	D	72-74	D-	70-71
F	0-69				
- d. For all other grading reports received on transfer students, the Superintendent and/or principal shall convert these to an approximately equal grade on our system.
- e. Staff members may use whatever method they determine professionally appropriate in the day to day grading, but shall prepare grade reports based on numerical values. Each staff member, however, must be able to defend whatever method chosen. The following criteria should be used in determining the numerical value of the grade.
  1. Achievement in relation to class objectives.
  2. Class participation.
  3. Mental ability of student in relation to the total class and required work.
  4. Evidence the student is exceeding the class requirements and delving further.
- f. On excused absences of secondary students, they shall be allowed two (2) days for each day missed to complete work assigned. After this period elapses, all work not handed in or completed shall receive a zero.
- g. On unexcused absences, all work assigned shall receive a zero, or a grade assigned for class participation shall also receive a zero, and also possibility of a disciplinary action.
- h. All grade reports will contain the numerical grade for each subject, as well as the following: absences, tardiness, department, comments (if instructor desires).

Date of Adoption: [Insert Date]

StudentsGraduation

To participate in commencement exercises or receive a Chase County Schools' diploma a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions.

To be eligible for graduation from Chase County High School, a student must have earned a minimum of 220 credit hours in grades 9 through 12 inclusive. Credit hours will be computed in accordance with the Nebraska Department of Education.

Satisfactory completion of the following courses must be presented in the candidate's record:

English	32 semester hours
Social Sciences	24 semester hours
Science	24 semester hours
Math	24 semester hours
P.E.	8 semester hours
Fine Arts	8 semester hours
Speech	Incorporated into English 2/3
Vocational	16 Semester hours 4 from Personal Finance

10 hours per year of community service or 40 hours over the course of high school must be documented. Community service opportunities during the school day will be offered to the students as well. Exceptions to these requirements may be made by the board upon the recommendation of the administration, who will support the recommendation with justifiable reasons. The candidates for graduation shall be presented to the Board of Education for approval.

A student who has not met the requirements for graduation but who has attended school regularly may, with the recommendation of the Superintendent, be granted a Certificate of Attendance.

Legal Reference: Neb. Rev. Stat. § 79-729  
NDE Rule 10

Date of Adoption: [Insert Date]

StudentsEarly Completion Plan

Chase County Schools supports the concept of early completion as a means of accelerating students toward the achievement of lifetime plans. The following guidelines have been established for students to be eligible for early completion. The failure to meet any of the criteria or time lines listed in the policy may cause the student to become ineligible for early completion.

- (1) A student will be allowed to transfer in a maximum of twenty (20) hours from educational courses taken outside the Chase County School District. These courses must have prior approval by the high school principal in order to be used to meet the graduation requirements of the Chase County Schools. Students transferring into Chase County Schools may transfer in hours that are listed on their official Transcript.
- (2) A student will be able to use only five (5) hours of transfer credit in any one subject matter area.
- (3) Students must meet all completion requirements established by the Board of Education in order to be eligible for completion as well as the credit hour requirements in each specific subject matter area.
- (4) Application for early completion must be requested, in writing, to the high school principal by February 1 of the applicant's Junior year of high school. The application must be accompanied by a written plan of action stating the reasons why the student is requesting early completion. The application must contain the signatures of the applicant's parents/parent/guardian to verify parental approval of early completion.
- (5) Along with the application, the applicant must submit three (3) letters of recommendation supporting the student's request for early completion. These three (3) letters of recommendation must contain one (1) letter from the high school guidance counselor, along with two (2) letters from other secondary staff members.
- (6) The Board of Education will make the final decision in regards to an applicant's early completion at the April board meeting of the applicant's Junior year. The applicant and his or her parents/guardian must be present at this meeting in order for the board to take action.
- (7) Once given approval, the applicant will have until February 1 of the applicant's Senior year to notify the high school principal of the applicant's decision in regards to participating in the regularly scheduled graduation ceremony. The applicant must also attend one (1) Commencement practice in order to participate in the Commencement

ceremony. No early graduation ceremonies will be provided for a student who opts for the early completion route.

- (8) A student who decided to opt for early completion is not eligible to participate in school sponsored activities following the last day the student attends classes. The effective date for participation will end with the last day that the student is enrolled in classes. The only school activity that the applicant is eligible for will be the regularly scheduled graduation ceremony.
- (9) This policy shall be evaluated annually by the high school principal and appropriate revisions shall be recommended to the Board for its consideration.

Date of Adoption: [Insert Date]

StudentsMake-up Work

Make-up work for students who are absent from school shall be governed by guidelines developed by the Superintendent or Superintendent's designee. The Guidelines shall state the criteria to be used in determining whether and to what extent the opportunity to complete class work, including examinations, missed during a period of disciplinary suspension will be granted.

The make-up work of students will be counted for course credit when satisfactorily completed according to the guidelines stated below; which are the Superintendent's guidelines, or such other guidelines as approved from time to time by the Superintendent or the Superintendent's designee.

To receive credit for work missed due to excused absences (e.g., personal illness, bereavement or emergency in the family, participation in an approved school activity), the student, upon returning to school, is responsible a) for requesting assignments for make-up work and b) for completing the make-up work on his/her own initiative by the due date. The teacher will provide materials and assistance to a student who is making up work for these reasons.

To receive credit for work missed due to a parent requested prearranged absence (e.g., medical or dental appointment, religious observance, spectator at a school activity, family trip, college visit), the student is responsible a) for requesting assignments for make-up work prior to his/her absence and b) for completing the make-up work on his/her own initiative by the due date.

The date when make-up work is due will be determined by the Principal, with two (2) days, being allowed for each day absent up to a maximum of ten (10) days. Students who plan to miss school due to scheduled school activity or a parent requested prearranged absence may request assignments and make arrangements to complete part of all of the work prior to the absence.

At the beginning of each semester, or during the semester for students who enter during the semester, a) the principal will provide students with information about the district regulations for absences and make-up work and b) teachers will explain the procedures students should use for requesting assignments and completing make-up work in their courses.

Students and parents/guardians are advised that equivalent experiences for students who miss class are difficult and sometimes impossible to recreate. Parents/guardians are also advised that testing and summarizing activities often are scheduled at the end of the quarter and the end of the semester; parent requested prearranged absences should be avoided during these times.

Date of Adoption: [Insert Date]

Students

High School Credit for Middle School Courses

High school credit may be awarded to students in a middle grades course if the course content and requirements are equivalent to a course offered in the high school.

Legal Reference: NDE Rule 10.003.05B

Date of Adoption: [Insert Date]

Students

Association Activities

The Chase County School District is a member of the Nebraska School Activities Association, which is a voluntary organization of public and parochial schools of Nebraska organized for the purpose of promoting and regulating the competition between schools in what is generally known as the extracurricular activities.

All students participating in extracurricular activities shall follow the rules provided by the Nebraska School Activities Association and rules of Chase County Schools.

Students who represent Chase County Schools in any of its allied or extracurricular activities shall practice a high level of citizenship both in school and in community living.

Date of Adoption: [Insert Date]

StudentsStudent Organizations

The Superintendent shall approve formal student organizations, provide adequate supervision, and administer student finances for student organizations and activities. Student organizations, as a vital part of the total education program, should accomplish the following criteria:

- 1) Extend and reinforce the instructional program.
- 2) Give students practice in democratic self-government.
- 3) Develop student morale and support for the school.
- 4) Honor outstanding student achievement.
- 5) Provide wholesome social and recreational activities.

Date of Adoption: [Insert Date]

StudentsStudent Activities, Hazing, Fund-Raising and Supervision

Secret Organization. No student shall participate in or be a member of any secret fraternity or secret organization that is in any degree a school organization. Students who violate this rule may be denied any or all school privileges and may be expelled.

Initiation & Hazing Activities. Initiations and hazing activities are not permitted. Students who violate this rule may be denied any or all school privileges and may be expelled.

Fund-raising. All teachers shall earnestly seek to educate students in the services performed by the humanitarian agencies, and shall encourage students to participate in their financial support as a social and community project, but no fund-raising drives are to be conducted by non-school agencies or for non-school activities among the student population. Students may engage in raising funds, under the control of school officials, for certain approved student activities, provided the project has the approval of the principal of the school involved.

Students or student groups desiring to raise money through fund drives in one form or another will present their written requests to the elementary and/or secondary principal for their approval. The approval will be based on the following criteria:

- A. Where the funds will be used. Preference will be given to those activities in which usage of tax money would be doubtful or illegal, such as trips and awards of a personal nature. Any drive which seeks or tends to circumvent a Board decision will be rejected. A definite goal for the expenditure of the funds received must be established.
- B. Quality of the product or suitability of the product sold. Items which are overpriced or of an embarrassing or controversial nature to the school will be rejected. Items which are in direct competition with local businesses shall be avoided where practicable.
- C. The number of fund drives per organization are limited to three (3) per year.
- D. The Board will not be responsible for any losses incurred. Principals will need to approve locations and subject matter of all posters posted in the drive.

Adult Sponsors. Adult sponsors must be in attendance at all school sponsored activities.

Adult Drivers. The District does not sponsor activities involving driving vehicles unless a school employee or sponsor or an adult is driving.

Legal Reference: Neb. Rev. Stat. §§ 79-2101 to 79-2103

Date of Adoption: [Insert Date]

StudentsSelection of Students for Participation in Activities

“Team selection” and “playing time” decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purposes of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these established guidelines:

1. School Representative. Student participants must demonstrate that they can and will represent themselves and their school in a manner which reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.
2. Success. Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of these criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

Date of Adoption: [Insert Date]

StudentsSchool Dances

A school sponsored dance is a school activity subject to all provisions of the Student Activity Code, and is a privilege available to students meeting all requirements for participation.

**General Rules of Student Conduct at Dances.** In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

1. Who Can Attend: Only students of Chase County Schools and their guests may attend.
  - a. Students currently attending Chase County High School or another Nebraska high school who have not been restricted from attending extracurricular activities at Chase County High School or their own school are generally considered appropriate dates or invited guests.
  - b. Persons who are younger than 16 or older than 19 years of age and not attending high school are generally considered to not be appropriate dates or invited guests for our school dances.
  - c. Some school dances may be restricted to students attending specified grades levels at Chase County Schools. For any dances at the middle school level, only students attending Chase County Schools in the grade(s) for which the dance is being held may attend.
  - d. Students who have been suspended from school or from extracurricular activities may not attend.
  - e. The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.
  - f. Rules for dances may restrict students and their guests from leaving the dance until the dance ends without written parental permission on a form provided.
  - g. Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.
  
2. Prohibited Substances: Alcoholic beverages, illegal drugs, and tobacco are prohibited. Anyone using these or showing the affects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents may be contacted.

Students and their dates may be required to submit to a breathalyzer prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.
  
3. Appropriate Attire: Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student's attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change

the inappropriate clothing. It is advisable to check in advance of the dance with the Principal or staff sponsor for the event if you are uncertain about your attire.

**Eligibility for Selection of Royalty.** Nomination and selection of royalty for school sponsored dances is an honor awarded by students to those of their peers that exemplify the highest standards of integrity and achievement. Students nominated for dance royalty must have demonstrated through their conduct, academic achievement and activities that they have represented, and will represent, themselves, their classmates, and their school in a manner which reflects outstanding effort, commitment to their school and fellow students, and integrity and good citizenship in the school and in the community. The students selected to be the “royalty” for the Homecoming and Prom or any other school sponsored dance or activity shall meet that general standard as determined by the administration and, in addition, meet the following specific academic, activity and conduct standards:

1. Specific Dance Eligibility and Selection Requirements:
  - a. Homecoming Queen and King:
    - Only a senior girl shall be eligible to be Queen and only a Senior boy shall be eligible to be King.
    - To be eligible, a candidate must agree to attend the entire Homecoming Dance and represent the school properly.
    - The queen and king will be chosen from the qualified nominees by secret vote of the student body during Homecoming week. Crowning will be held at the fall sports event deemed to have the largest attendance.
  - b. Prom King and Queen:
    - Only a Senior girl shall be eligible to be Queen and a Senior boy shall be eligible to be King. The candidates may not have been previously selected as royalty at another school sponsored dance.
    - To be eligible, a candidate must agree to attend the entire Prom Dance and represent the school properly.
    - The queen and king will be chosen from the qualified nominees by secret vote of the junior class.

Date of Adoption: [Insert Date]

Students (& Employees)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The ~~{Name} Public School~~ Chase County School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The ~~{Name} Public School~~ Chase County School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Randall Klooz, Superintendent, 520 E 9th Street, PO Box 577, Imperial, NE 69033-0577, (308) 882-4304, rklooz@chasecountyschools.org.

Employees and Others: Randall Klooz, Superintendent, 520 E 9th Street, PO Box 577, Imperial, NE 69033-0577, (308) 882-4304, rklooz@chasecountyschools.org.

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_\_ ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_\_ ([Email Address]).

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

**B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.****1. Purpose:**

The ~~{Name} Public~~ Chase County School District is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related

medical condition, or other protected status~~race, color, national origin, religion, disability, age, sex, or other protected category~~, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

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

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

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status~~race, color, national origin, religion, disability, age, sex, or other protected category~~, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

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

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or

- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

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

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

### **2. Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

### **3. Grievance (or Complaint) Procedures:**

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation (“discrimination”) to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act,

then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

~~District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.~~

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

*i. Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

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

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. ~~Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator~~

~~or trained employee will be designated to conduct the investigation.~~ If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, ~~if necessary when appropriate.~~

The District's investigation will include, but is not limited to:

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

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- ~~b. An analysis of the appropriate legal standards applied to the specific facts,~~
- ~~e.b.~~ Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- ~~d.c.~~ If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate discrimination, harassment or other inappropriate conduct including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made ~~(see the Remedies section, below, for additional information about remedies).~~ The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within ~~ten-one (10) working days~~ after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed ~~(victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.~~

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within ~~ten-five (105) working days~~ after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten-five (105) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at ~~the next scheduled~~ Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) working days** after the party addresses the Board receiving the appeal. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Remedies:**

~~If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.~~

~~The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.~~

~~If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:~~

- ~~a. — Providing an escort to ensure the complainant can move safely between classes and activities.~~
- ~~b. — Ensuring the complainant and alleged harasser do not attend the same classes.~~
- ~~c. — Moving the alleged harasser to another school or work area within the District.~~
- ~~d. — Providing counseling services or reimbursement, if appropriate.~~
- ~~e. — Providing medical services or reimbursement, if appropriate.~~
- ~~f. — Providing academic support services, such as tutoring.~~
- ~~g. — Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.~~

~~The District may provide remedies for the broader student population as well, including but not limited to:~~

- ~~a. — Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.~~
- ~~b. — Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.~~
- ~~c. — Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.~~
- ~~d. — Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.~~
- ~~e. — Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
  - ~~i. — Know the school's prohibition against discrimination, harassment, and retaliation.~~~~

- ~~ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.~~
- ~~iii. Understand how and to whom to report any incidents of discrimination.~~
- ~~iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.~~
- ~~v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.~~
- ~~f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.~~
- ~~g. Conducting in conjunction with students or employees, a "climate check" to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.~~

~~In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.~~

**54. Confidentiality:**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted,

~~At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an "education record" under FERPA. In some cases, the District may be required to~~

~~report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.~~

**65. Training:**

The District will ensure that relevant District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees. ~~This training will include, at a minimum, the following areas:~~

- ~~a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.~~
- ~~b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.~~
- ~~c. Identification of the District's designated compliance coordinators and their job responsibilities.~~
- ~~d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.~~
- ~~e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.~~
- ~~f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.~~
- ~~g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.~~

~~In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.~~

**76. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

**87. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Date of Adoption: [Insert Date]

**Complaint Form  
Discrimination, Harassment or Retaliation**

The Chase County School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:  
Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_-\_\_\_\_ ([Email Address]).  
Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_-\_\_\_\_ ([Email Address]).

Name: \_\_\_\_\_ Date: \_\_\_\_\_

(1) Description of the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(2) Names of any witnesses to the matter being complained about: \_\_\_\_\_  
\_\_\_\_\_.

(3) Identify and attach any document supporting the complaint: \_\_\_\_\_  
\_\_\_\_\_.

(4) Confidentiality: I \_\_\_ do\_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.  
\_\_\_\_\_  
\_\_\_\_\_.

(5) Relief requested (what I want done in response to this complaint):  
\_\_\_\_\_  
\_\_\_\_\_.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Received by: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

StudentsChild Abuse and Neglect

School employees shall promptly report to the appropriate law enforcement agency and the principal when they have reasonable cause to believe that a child has been subjected to abuse or neglect, including sexual abuse, or circumstances which reasonably would result in abuse or neglect. The principal will ensure that the report has been made ~~the matter~~ to the proper law enforcement agency or other agency as required by law.

This requirement shall apply to all school employees, including coaches and volunteers, participating in interstate amateur athletic competition. The term “promptly” means “within a 24-hour period.”

Legal Reference:     Neb. Rev. Stat. § 28-711  
                              34 U.S.C. § 20341

Date of Adoption:     [Insert Date]

StudentsMarried/~~Pregnant~~ Students

Married students shall have the same educational opportunities in this school system as unmarried students. There shall be no discrimination on the basis of sex, marital status of any person, or the condition of being a parent. To enforce this prohibition, aggrieved persons shall use the District's anti-discrimination policies.

~~Further, school-age children who are pregnant, whether married or unmarried, shall be allowed to remain in school, and services for them shall be made a regular part of the school system. Any variation from their continuing in regular school classes shall be based upon their assessed needs. A pregnant girl may remain in her regular school program as long as her physical and emotional condition permits.~~

Legal References: Neb. Rev. Stat. §§ 79-2,114 to 79-2,124  
20 U.S.C. § 1681 (Title IX)

Date of Adoption: [Insert Date]

Students

Corporal Punishment

Corporal punishment is prohibited. No staff member or other agent of the District may use physical force with a student except to the extent such is reasonably necessary for self-defense, the protection of persons or the safe-guarding of property, and only such physical force as is reasonably necessary for such purposes shall be used.

Legal Reference: Neb. Rev. Stat. § 79-295  
NDE Rule 27

Date of Adoption: [Insert Date]

StudentsSearch and Seizures

When it is determined based on searches that a person has violated a Board policy, administrative regulation, building rule, student conduct rule or personnel expectation, or the law, the person shall be subject to appropriate disciplinary action and a report to law enforcement may be made.

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

The following procedures will be used for conducting searches:

1. ~~1.~~—School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Random searches of student lockers, desks, and other similar school property provided for use by students may be conducted in the discretion of the administration.
3. ~~2.~~—Drug or alcohol tests may be conducted on students based on reasonable suspicion.
4. Drug or alcohol tests may be conducted on a random basis for students participating in extracurricular activities, provided that: a) the student gave consent for testing in advance (attendance at or participation in the extracurricular activity may be withheld in the absence of consent), b) the testing actually be random, c) that the testing procedures limit any intrusion on student privacy, and provide for an appropriate level of confidentiality and accuracy, and d) that the response to positive tests take into consideration student safety and compliance with laws related to reporting and releasing students to law enforcement.
- ~~3.5.~~ School officials may search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file.
- ~~4.6.~~ Searches of the District's computer system may be conducted in the discretion of the administration at any time.

The following procedures will be used for the removal of personal property:

1. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be seized by school officials. Any illegal drugs, firearm or dangerous weapon shall be confiscated and delivered to law enforcement as soon as practicable.
2. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process may be removed from student possession.

The District is not responsible for the security or safety of personal property which employees, students, or other building users may bring to school.

Legal Reference: Neb. Rev. Stat. § 28-1204.04 (firearms)

Date of Adoption: [Insert Date]

Students

Vandalism

Students and their parents shall be responsible for all damage to equipment or school property. This responsibility applies in the matter of books and supplies of all kinds, as well as equipment, buildings and grounds.

Legal Reference: Neb. Rev. Stat. § 79-237

Date of Adoption: [Insert Date]

StudentsHealth Inspections

The school district shall cause every child under its jurisdiction to be separately and carefully inspected, except as otherwise provided by law, to ascertain if such a child is suffering from (1) defective sight or hearing, (2) dental defects, or (3) other conditions as prescribed by the Department of Health and Human Services (“Department”). Such inspections shall be conducted on a schedule prescribed by the Department and shall be based on current medical and public health practice. In lieu of conducting the inspections, the school board may employ regularly licensed physicians to make such inspections.

If such inspection determines that any child has defective sight or hearing, dental defects, or other condition for which screening is required, the school shall notify the parent of the child in writing of such condition and explain to the parent the necessity of professional attendance for such child.

Whenever a child apparently shows symptoms of any contagious or infectious disease, such child shall be sent home immediately or as soon as safe and proper conveyance can be found and the school board shall be at once notified. Such student may be excluded from school as provided in the Student Discipline Act.

A child shall not be required to submit to an inspection required by this policy if his or her parent or guardian provides school authorities with a statement signed by a physician, a physician assistant, or an advanced practice registered nurse practicing under and in accordance with his or her respective credentialing act or other qualified provider as identified by the Department’s applicable rules and regulations, stating that such child has undergone such required inspection within the past six months. A child shall submit to any required inspection for which such a statement is not received.

Legal Reference:     Neb. Rev. Stat. §§ 79-248 and 79-249  
                          Neb. Rev. Stat. § 79-264  
                          Neb. Rev. Stat. § 79-526

Date of Adoption:    [Insert Date]

StudentsCommunicable DiseasesCommunicable Disease Control

Chase County Schools shall cooperate with county and state health department officials in developing procedures for the control of communicable diseases in the schools. All procedures shall conform to the regulations for communicable disease control set up by the state health department.

In general, a student with a communicable condition will be allowed to attend school in the student's usual class setting only after written approval has been secured from the student's physician stating that the disease is not in a communicable stage. Without such a written statement, a student with a communicable condition is subject to an emergency exclusion. The school reserves the right to consult with a second physician to secure another opinion if a second opinion is deemed necessary by school personnel.

In general, a district employee with a communicable condition will be allowed to work only after securing a physician's written statement indicating that the disease is not in a communicable stage. The school reserves the right to secure an independent second opinion if such is deemed necessary.

Students' Communicable Conditions

- A) The school principal and the Student Assistance Team will function as liaisons with the student's physician as necessary, and will coordinate the health management procedures within the school building.
- B) The decision to exclude a student from school shall be made by the Superintendent, after consultation with the appropriate building principal. Decisions regarding the type of educational setting for students who are not excluded from classes will be based on the behavior, neurological development and physical condition of the student and the expected type of interaction within others in that setting. Educational plans for these students will be developed by the Student Assistance Team, with the help of parents or guardians and the appropriate medical personnel.
- C) The privacy of the student and family must be protected, and knowledge that a student has a communicable condition should be confined to persons with a direct need to know. If it becomes necessary to inform others, these persons will be provided with information concerning necessary precautions, and they will be made aware of confidentiality requirements.
- D) Students who present a high risk of disease transmission may be temporarily excluded from school by the administration after consultation with the Student Assistance Team,

the student's physician, parents, and/or their representative, school nurse, or the school's physician.

- E) A student might be considered at high risk if the student: exhibits behaviors that may spread the disease (e.g., biting, lacks toilet training or is incontinent) or has an open sore that cannot be concealed or hygienically covered, any of which could result in direct spreading of the condition or disease.
- F) During the time a student is excluded from the classroom, an appropriate alternative or adjustment to the student's education will be provided. The Student Assistance Team will review long-term cases at least monthly, or more often if necessary.

#### Employees' Communicable Conditions

- A) Any employee who contracts a communicable condition should report the same to the building principal who should, in turn, report to the Superintendent in a confidential manner. The Superintendent shall then consult with the employee and appropriate medical personnel to evaluate the medical and psychological condition of the employee. The Superintendent shall recommend reasonable accommodations so that the employee may continue in employment as long as the employee is physically able to do so.
- B) The privacy of the employee must be protected, and knowledge that an employee has a communicable condition should be confined to persons with a direct need to know. If it becomes necessary to inform others, these persons will be provided with information concerning necessary precautions and will be made aware of confidentiality requirements.
- C) Employees who present a high risk of disease transmission will be temporarily excluded from work after consultation with appropriate medical authorities.

Date of Adoption: [Insert Date]

StudentsMissing Persons

A missing person shall mean a person sixteen (16) years or younger reported to any law enforcement agency as abducted or lost.

Upon notification by the Nebraska State Patrol of a missing student, the school will flag the student's records in such a way that any personnel looking at such birth certificate or record shall be alerted to the fact that the birth certificate or record is of a missing person. If the record has been flagged as that of a missing person, and a request for transfer of the student's records is received, school personnel shall not forward such records to the requesting school, but shall instead notify the Principal, who shall notify the Sheriff's Department of the request and that the student is a reported missing person.

Legal Reference:     Neb. Rev. Stat. § 79-214  
                          Neb. Rev. Stat. §§ 43-2001 to 43-2012

Date of Adoption:    [Insert Date]

StudentsRequests to Contact Students and Student Interviews by Non-School PersonnelA. Removals of Students and Interviews of Students

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

1. Removals of Students by Law Enforcement Officials

Law enforcement officers should not be permitted to remove a child from school while the child is properly in attendance, without permission of the child's parent or guardian, except when legally authorized to do so. For purposes of this policy, a law enforcement officer is defined as: sheriffs, coroners, jailers, marshals, police officers, state highway patrol officers, members of the National Guard on active service by direction of the Governor during periods of emergency, and all other persons with similar authority to make arrests. (Neb. Rev. Stat. §49-801).

Law enforcement officers may in the line of duty require a student to accompany him or her for questioning or detention either with or without an arrest warrant. A peace officer has the lawful authority to take immediate temporary custody of children under the age of 18 with an arrest warrant, or without a warrant or order of the court when:

- (a) the child has violated a state law or municipal ordinance and such child was eleven years of age or older at the time of the violation, and the officer has reasonable grounds to believe such child committed such violation and was eleven years of age or older at the time of the violation;
- (b) the child is seriously endangered in his or her surroundings and immediate removal appears to be necessary for the child's protection;
- (c) the officer believes the child to be mentally ill and dangerous as defined in Neb. Rev. Stat. §71-908 and that the harm described in that section is likely to occur before proceedings may be instituted before the juvenile court;
- (d) the officer has reasonable grounds to believe that the juvenile has run away from his or her parent, guardian, or custodian;
- (e) a probation officer has reasonable cause to believe that a juvenile is in violation of probation and that the juvenile will attempt to leave the jurisdiction or place lives or property in danger;
- (f) the officer has reasonable grounds to believe the juvenile is truant from school. (Neb. Rev. Stat. §§43-418 and 43-248).

- (g) the officer has reasonable grounds to believe the child is immune from prosecution for prostitution under subsection (5) of section 28-801; or
- (h) the child has committed an act or engaged in behavior described in subdivision (1), (2), (3)(b), or (4) of section 43-247 and such child was under eleven years of age at the time of such act or behavior, and the officer has reasonable cause to believe such child committed such act or engaged in such behavior and was under eleven years of age at such time.

If a peace officer or probation officer requests to take custody of a student who is at that time under the control and jurisdiction of Chase County Schools, the following action is to be taken:

- (a) Establish Authority to Remove. The student should be released after appropriate measures are taken and documented to ensure that the officer has the authority to take the student. The form attached as Exhibit “A” to this Policy may be used for this purpose.
- (b) Notify Local Law Enforcement. In some instances there may be orders for custody of a student served by the officers with authority to arrest from outside the jurisdiction of Chase County Schools. Local law enforcement should be contacted and requested to participate in or monitor the removal.
- (c) Notify Parent of Removal. When a principal or other school official releases a minor student to a peace officer for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor student to the officer and the place to which the student is reportedly being taken. Provided, however, when a minor student has been taken into custody as a victim of suspected child abuse, the principal or other school official is not required to notify the parent or guardian, but shall provide the peace officer with the address and telephone number of the minor student’s parents or guardian.

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

2. Interviews of Students by Law Enforcement Officials

Law enforcement officers and other law authorities should be urged to contact students for questioning outside the instructional day and off school premises whenever possible. When it is appropriate that such questioning occur, the following guidelines are to be followed:

- (a) Interviews not related to District Events. If an interview of a student is requested during school hours concerning an ongoing investigation of a crime not related to Chase County Schools, questioning should not take place until the student's parent, guardian or custodian has been contacted and permission is given for such interview. The consent should be documented. The presence of a school employee during the interview is not necessary.
- (b) Interviews Related to District Events. If the investigation relates to an incident which took place on school premises or during instructional time, it is not necessary to obtain consent of the student's parent, guardian or custodian. In these situations, an employee of the District should be present during the interview to ensure that the interview relates only to the incident which took place on school premises or during instructional time or something which is directly related thereto.
- (c) Child Abuse or Neglect. If an investigator represents that an interview is necessary to collect information concerning an allegation of child abuse or neglect or an offense involving a family relation and it is clear that obtaining parental consent for the interview would be impossible or counter-productive, the interview may be conducted without consent of the student's parent, guardian or custodian. In these situations, an employee of Chase County Schools should be present during the interview to ensure that the interview relates only to those matters.
- (d) Probation Officer Interview. A probation officer assigned to a student by a court may be allowed the opportunity, on request, to interview a student on school premises. In such situations, it is neither necessary nor desirable that a District employee be present during the interview. It also is not necessary to obtain the consent of the parent, guardian, or custodian.

3. Disclosure of Student Records

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

4. Removals and Interviews by Persons other than Law Enforcement Officials

A person who comes to school premises to interview a student or remove a student prior to the end of the student's instructional day must obtain permission of an administrator or designee.

Permission to remove is not to be granted without consent of the student's parent, guardian or custodian, or a person authorized by the student's parent, guardian or custodian to give such permission.

Permission to interview on subjects not related to school matters is not to be granted unless there is a clearly valid and proper reason for the interview and such is not disruptive to school operations or the student's educational program. Ordinarily such contacts shall be restricted to the student's parent, guardian or custodian or a friend of the family when an emergency or other similar circumstance exists.

Legal Reference: Neb. Rev. Stat. §§43-248; 43-418; 79-294; 79-2104  
20 U.S.C. §1232g (FERPA)

Date of Adoption: [Insert Date]

AR-5413--Exhibit A

**Affidavit and Release to Remove Student**

**Date:** \_\_\_\_\_

The undersigned hereby states and affirms to the Chase County Schools as follows:

1. That I am duly-appointed and acting peace officer employed by \_\_\_\_\_ and am currently acting within the scope of such employment.

2. That request is hereby made of the Chase County Schools to deliver to me the following named student: \_\_\_\_\_.

3. That I am entitled to immediate physical custody of said student by virtue of:

( ) Neb. Rev. Stat. 43-248 for the reason that said student (1) violated a state or municipal law in my presence, (2) is believed by me to have committed a felony, (3) is seriously endangered in his or her surroundings and immediate removal appears to be necessary for the student's protection, or (4) is believed to have run away from his or her parent, guardian, or custodian.

( ) There having been issued a valid warrant for such student's arrest, a true copy of which is attached hereto.

( ) There being reasonable grounds for me to arrest such student without a warrant, such grounds being that: \_\_\_\_\_

( ) Other (specify) the student being placed under arrest due to following authority: \_\_\_\_\_

4. That the undersigned will take immediate action to notify the parent(s), custodian, or legal guardian of said student that said student has been taken into custody and the reason or reasons for said custody.

5. That the undersigned has the legal right to take custody of the student without the consent of said student's parent(s), guardian, custodian, or the Chase County Schools.

6. That any facts or circumstances set out on the back of this affidavit and release are true and correct and are incorporated herein by reference.

\_\_\_\_\_  
(Give complete description of officer's name and position, including badge number)

**AR-5413--Exhibit B  
Affidavit to Interview or Question Student**

**Date:** \_\_\_\_\_

The undersigned requests the right to interview or question \_\_\_\_\_, a student of the Chase County Schools, and hereby states and affirms to the Chase County Schools as follows:

( ) That the undersigned is a duly appointed probation officer acting pursuant to a valid appointment by the \_\_\_\_\_ Court of \_\_\_\_\_ County, Nebraska.

( ) That the undersigned is duly authorized by law to investigate allegations of criminal activity and this request is made to facilitate such an investigation.

( ) That the undersigned is duly authorized by law to investigate allegations of criminal activity and this request is made to facilitate an investigation of criminal activity which occurred on the school premises.

( ) That the undersigned is duly authorized by law to investigate allegations of abuse or neglect as defined in Neb. Rev. Stat. 28-710(3) and this request is made to facilitate an investigation where a family member is alleged to have committed acts of abuse or neglect against the above-named student.

( ) That requesting consent to the interview from the child's parent or guardian and notification of child's parent or guardian of the interview would be counter productive, and request is hereby made that the same be kept confidential.

That the additional information, if any, set out on the back of this affidavit is true and correct and is incorporated herein by reference.

\_\_\_\_\_  
(Give complete description of officer's name and position including badge number)

StudentsIdentification of Learners with High Ability

The Board of Education recognizes that the student population includes students with exceptional academic abilities. Efforts to refer and identify learners with high ability will be made at each grade level. Multiple criteria shall be used for identification purposes and identification efforts shall be inclusionary.

Learners with high ability shall be identified in the academic areas of mathematics, science, social studies, and language arts. Identification of learners in grades 3-11 with high ability in the specified academic areas shall be based on the criteria listed below. Students shall meet two of the following criteria to be identified as a learner with high ability.

- 1) Composite total test score of the 95<sup>th</sup> percentile or above on the NRT **OR**, 95<sup>th</sup> percentile or above in math, reading, language arts, science, or social studies; **PLUS** a composite total of 80% or above on the same test.
- 2) A score of above average or higher on a cognitive screening test.
- 3) Teacher nomination.

A listing of students who meet the district criteria for learners of high ability and the areas of high capability of each of those students will be made available to classroom teachers, by the school district administration, within the first thirty (30) days of each school year.

Within the first thirty (30) days of each school year, the school district administration shall make available to parents or guardians of identified learners with high ability information about how their child has been identified.

The administration shall implement the district wide plan for learners with high ability, as such plan is modified from time to time, in accordance with applicable laws and regulations.

Legal Reference: Neb. Rev. Stat. §§ 79-1106 to 79-1108.03  
NDE Rule 3

Date of Adoption: [Insert Date]

## **MEETING NOTICE**

The Board of Education of Chase County Schools will meet in regular session on [month/date], 20\_\_, at \_\_:\_\_ p.m. in the [location/address], Nebraska. The meeting will include the holding of a public hearing to discuss, consider, and receive input on the student fee policy and the parental involvement policy. An agenda for the meeting and public hearings, which shall be kept continually current, is readily available for public inspection at the Superintendent's office during normal business hours.

**CHASE COUNTY SCHOOLS**

## AGENDA

The following is the agenda for the meeting of the Board of Education to be held on [month/date], 20\_\_ in the [location/address], Nebraska.

1. Call meeting to order and announce location of Open Meetings Act poster.
2. Approval of Agenda and Changes to Agenda.
3. Reading and approval of minutes:  
  
Discuss, consider and take all necessary action to approve minutes of prior meeting(s).
4. Reading and approval of board bills:  
  
Discuss, consider and take all necessary action to approve receipts, expenditures and payment of bills submitted by the administration.
5. Treasurer's Report
6. Board Committee Reports
7. Administration's Reports
8. Public Comment
9. Action Items
  - A. Student Fees Policy:
    - i. Review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policies of the District for the 20\_\_-20\_\_ school year.
    - ii. Hold Public Hearing to discuss, consider, and receive input on a proposed Student Fee Policy. The public will be given the opportunity to present information and opinions on a proposed Student Fee Policy.
    - iii. Discuss, consider, and take action to adopt a Student Fee Policy and to suspend the two reading policy.
  - B. Parental Involvement Policy:
    - i. Hold Public Hearing to discuss, consider, and receive input on the Parental Involvement Policy. The public will be given the opportunity to present information and opinions on a proposed Parental Involvement Policy.
    - ii. Discuss, consider, and take action to either alter the Parental Involvement Policy and then adopt the policy as altered, or to reaffirm the Parental Involvement Policy.

- C. Bullying Policy:
  - i. Review bullying policy.
  - ii. Discuss, consider, and take action to adopt an amended Bullying Policy, if determined appropriate.
  
- D. Attendance Policy:
  - i. Review attendance policy.
  - ii. Discuss, consider, and take action to adopt an amended Attendance Policy, if determined appropriate.
  
- E. Multicultural Review:
  - i. The administration provided the annual status report to the board of education.
  - ii. The board conducted the periodic assessment of the multicultural education program.

004.01F5

10. Time/Date next meeting

11. Motion to Adjourn

**NOTICE:**

COPY OF OPEN MEETINGS ACT: The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. ~~The Act is posted on the wall of the meeting room.~~

**INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:**

Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward to the table situated immediately in front of the Board, sign your name and address on the sign-in sheet and state your name to the Board of Education.

Time Limit: You may speak only one time and must limit comments to 5 minutes or less.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please plan to have first addressed the concerns initially to the administration for consideration. Board members will generally not respond to any questions you ask or comments you may make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at Board meeting.

General Rules: Please remember that this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

BY: CHASE COUNTY SCHOOLS

**MINUTES OF THE MEETING OF THE BOARD OF  
EDUCATION OF Chase County SCHOOLS**

A meeting of the Board of Education of Chase County Schools was convened in open and public session on [month/date], 20\_\_, at \_:\_\_ p.m. in the [location/address], Nebraska. The roll was called and the following Board members were present or absent:

Present: \_\_\_\_\_  
Absent: \_\_\_\_\_

Notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The Secretary of the Board maintains a list of the news media requesting notification of meetings and advance notification to the listed media of the time and place of the meeting and the subjects to be discussed at this meeting was provided. Availability of the agenda was communicated in the publicized notice and a current copy of the Agenda was maintained as stated in the publicized notice. All proceedings of the Board of Education, except as may be hereinafter noted, were taken while the convened meeting was open to the attendance of the public.

I. Call Meeting to Order. The meeting was duly called to order.

Announcement of Open Meetings Act Posting

At the beginning of this meeting, the Chairperson announced and informed the public that a current copy of the Open Meetings Act is posted on the wall of the meeting room and directed the public to its location.

II. Approval of Agenda. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the agenda as provided. After discussion and on roll call vote, the Board voted as follows:

Voting for: \_\_\_\_\_  
Voting against: \_\_\_\_\_  
Not Voting: \_\_\_\_\_

The motion carried.

III. Reading and approval of minutes. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to approve the minutes of the regular meeting of the Board of Education held on [insert date of last meeting]. After discussion and on roll call vote, the Board voted as follows:

Voting for: \_\_\_\_\_  
Voting against: \_\_\_\_\_  
Not Voting: \_\_\_\_\_

The motion carried.

IV. Action Items

A. Student Fees Policy.

- i. The administration presented a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policies of the District for the 20\_\_-20\_\_ school year.
- ii. A public hearing was held to discuss, consider, and receive input on a proposed Student Fee Policy. The public was given the opportunity to present information and opinions on the proposed Student Fee Policy.
- iii. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Student Fees Policy for the 20\_\_-20\_\_ school year, inclusive of Appendix "1," be adopted and that the two reading policy be suspended for purposes of this action.

After discussion and on roll call vote, the Board voted on the Motion as follows:

Voting for: \_\_\_\_\_.

Voting against: \_\_\_\_\_.

Not Voting: \_\_\_\_\_.

The motion carried.

B. Parental Involvement Policy.

- i. A public hearing was held to discuss, consider, and receive input on the Parental Involvement Policy. The public was given the opportunity to present information and opinions on the Parental Involvement Policy.
- ii. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ that the Board's current Parental Involvement Policy be re-adopted without alteration.

After discussion and on roll call vote, the Board voted on the Motion as follows:

Voting for: \_\_\_\_\_.

Voting against: \_\_\_\_\_.

Not Voting: \_\_\_\_\_.

The motion carried.

C. Bullying Policy.

- i. The Bullying Policy was reviewed by the Board. No action was taken.

D. Attendance Policy.

- i. The Attendance Policy was reviewed by the Board. No action was taken.

V. Time/Date next meeting. The next meeting of the Board is scheduled for [insert date] 20\_\_ at \_\_:\_\_ p.m.

VI. Motion to Adjourn. Motion was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ to adjourn the meeting at \_\_\_\_\_ o'clock p.m. on July \_\_, 20\_\_.

Voting for: \_\_\_\_\_.

Voting against: \_\_\_\_\_.

Not Voting: \_\_\_\_\_.

The motion carried.

The meeting was duly adjourned.

DATED this \_\_ day of \_\_\_\_\_, 20\_\_.

CHASE COUNTY SCHOOLS

BY: \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

StudentsAnti-Bullying Policy

One of the missions of the District is to provide a physically safe and emotionally secure environment for students and staff.

The administration and staff are to implement strategies and practices to reinforce and encourage positive behaviors by students. Positive behaviors include non-violence, cooperation, teamwork, understanding, and acceptance of others.

The administration and staff are to implement strategies and practices to identify and prevent inappropriate behaviors by all students, including anti-bullying education for all students. Inappropriate behaviors include bullying, intimidation, and harassment. Bullying means any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by the school being used for a school purpose by a school employee or designee, or at school-sponsored activities or school-sponsored athletic events.

The school district shall review the anti-bullying policy annually.

Legal Reference: Neb. Rev. Stat. § 79-2137  
Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to 79-296  
NDE February 2003 State Board Action; Reaffirmed December 2005

Date of Adoption: [Insert Date]

StudentsStudent Fees Policy

The Board of Education of Chase County Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "I," which provides further specifics of student fees and materials required of students for the current school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

(1) Guidelines for non-specialized attire required for specified courses and activities. Students have the responsibility to furnish and wear non-specialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious

radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

(2) Personal or consumable items & miscellaneous

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

(b) Courses

(i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

(ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

(iii) Materials Required for Course Materials. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

(iv) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.

(v) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject to payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

(3) Extracurricular Activities-Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish

students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities-Fees for participation. Any fees for participation in extracurricular activities for the current school year are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.

(6) Transportation costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

(7) Copies of student files or records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

(8) Participation in before-and-after-school or pre-kindergarten services. Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten

services offered by the District, except to the extent such services are required to be provided without cost.

(9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

(10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.

(11) Waiver Policy. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

(13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

## CERTIFICATION

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the

student fee policy for the preceding school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings laws.

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Superintendent or Other Authorized School Official

Legal Reference: Neb. Rev. Stat. §§79-2125 to 79-2135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act)  
Neb. Constitution, Article VII, section 1.  
Neb. Rev. Stat. §§79-241, 79-605, and 79-611(transportation)  
Neb. Rev. Stat. §79-2104 (student files or records)  
Neb. Rev. Stat. §79-715 (eye-protective devices)  
Neb. Rev. Stat. §79-737 (liability of students for damages to school books)  
Neb. Rev. Stat. §79-1104 (before-and-after-school or pre-kindergarten services)  
Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

Date of Adoption: [Insert Date]

**Appendix "1" to 2018-2019 Student Fees Policy of  
Chase County Schools**

**Additional Specification of Required Materials and Fees<sup>1</sup>**

<b>Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum)<sup>2</sup> or Specific Material Required</b>
<b>Elementary Program</b>		
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and socks, running shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student.
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists
Field Trips	Transportation and admission costs of field trips	None--costs of school sponsored, class-related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$5.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.
Summer school courses	Classes offered during the summer, or at night, if any	\$50 to \$200 per class.

<sup>1</sup> This listing is a part of the current Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.

<sup>2</sup> Generally, dollar amounts are stated in terms of "maximums." The actual fee or charge may be less during the current school year.

Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page when charges apply.
School Meals		Breakfast (Grades K-8)--\$1.45 Lunch (Grades K-8)--\$2.65 Milk (Grades K-8)--\$ .50 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
<b>Secondary Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art and shop classes and special projects, science classes	Appropriate clothing (non-specialized attire) Goggles-1 pair provided per year. If lost or damaged students are required to purchase a new pair.	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes; approved protective goggles for science classes.
Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Classroom Projects, i.e, Family & Consumer Science, Industrial Technology	Project Cost	Student pays cost that is beyond the standard project provided by the school.
Advanced math or science classes	Specialized calculators	Some calculators will be available at school. If lost or damaged a replacement fee will be assessed at a rate paid by the school. Students are encouraged but not required to purchase such equipment for their personal use.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Ten cents (.10) per page when charges apply.

School Meals		Breakfast (Grades 9-12)--\$1.45 Lunch (Grades 9-12)--\$2.90 Milk (Grades 9-12)--\$.50 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Post-secondary education classes	Tuition and fees for college courses taken for credit.	None—Any postsecondary education costs are to be paid directly by students to the college.
End of year lost or damaged books	Damage fee or replacement cost	Fees and fines up to \$5.00 for damaged books. Lost books or ruined books are charged replacement cost, generally at a maximum of \$60.00
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year. Cost is generally about \$35
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved.
Summer school courses	Classes offered during the summer, or at night, if any	Drivers education class: \$175 to \$275
Locker usage	Use of school padlock	\$5.00 fee if damaged or not returned at the end of the year.
<b>Extracurricular and other programs</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
<b>Athletic Programs</b>		
1. Admission	Spectator fees for admission to events	\$5.00 per event maximum. Students may purchase an Activity Ticket for \$30.00 per year. For District and Conference events hosted by the School, cost to be set by NSAA but not to exceed \$20.00 per event.
2. Athletic Physicals	NSAA required athletic Physicals	Cost varies; payable directly to student's physician or clinic.

3. Equipment and Attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity. Uniform items are checked out to students. If lost or damaged students will be assessed fees in the amount of replacement cost.	Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include:	
		Basketball	No additional
		Football	Mouthpiece
		Golf	Golf bag & clubs
		Speech	Dress attire; copies of research
		Track	No additional
		Volleyball	Volleyball knee pads
		Wrestling	Wrestling head gear
Cheerleading and Flag Team Squads	Shoes, approved uniforms (top & skirt; jacket), poms and other accessories		
4. Travel meals	Meals	Students are responsible for their own meals while traveling.	
5. Locker use	Padlock for locker	\$5.00 fee if damaged or not returned at the end of the year.	
6. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.	
7. Athletic Clubs	Letterman's club and other clubs supporting the athletic program	Currently no dues required. Annual dues not to exceed \$25.00 per club.	

8. Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Uniforms for the marching band will be supplied by the school; students may be required to pay a refundable band uniform rental fee of up to \$50.00. For High School Band Students an \$8.00 uniform cleaning fee is requested. For Junior High Band Students a \$7.00 uniform cleaning fee is requested. For High School Vocal students a \$6.00 choir robe cleaning fee is requested.
Vocal Music Group	Coordinating group attire	Students will pay for outfits selected by the group. Cost will be based on selection at a maximum of \$130.00
<b>Clubs/Organizations</b>		
Future Farmers (F-F-A)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
Future Career/Community Leaders (FCCLA)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
National Honor Society	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
Swing Choir	Attire	Students are responsible for purchasing outfits and accessories. Not to exceed \$150.00.
All Girls Swing Choir	Attire	Students are responsible for purchasing outfits and accessories.
Student Council	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$50.00 per club.
Dance Team	Uniforms	Uniforms range up to \$250.00. Camp attendance is optional.
Cheerleading	Uniforms	Uniforms range up to \$500.00. Camp attendance is optional.
<b>Social &amp; Recognition Activities</b>		
1. School plays, musicals and social activities	Admission to events	\$10.00 per play or activity
2. School dances	Admission to prom, homecoming, etc.	Up to \$10.00 per event

3. Class dues		Currently no dues are assessed. Each of the six secondary classes may assess its members an amount not to exceed \$50.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.
4. Picture Packets	Optional - Pictures are still taken for use in school yearbook.	Students purchase packets as desired and pay directly to photo company.
5. Senior recognition assessment	Optional graduation Activities	Participation in class activities attendant to graduation (such as being part of the composite picture, special yearbook pages, etc.) is not required in order for students to receive their high school diploma. Students who choose to participate will be required to pay the cost of the items involved in the graduation ceremony and attendant class activities. These may include the rental of graduation robes, caps, tassels, class flowers, one mother's flower, class gift, yearbook picture page, and class composite picture. A single Senior Class Recognition Assessment, not to exceed \$50, will be assessed to those Seniors who elect to participate in such activities. Expenses for above mentioned items will be paid out of the "Class Activity" account until funds are depleted. After this fund is empty, students will be responsible for all optional graduation activity costs.
6. Trips	Transportation, lodging, meals, admission to events, etc.	Students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$2,000 per student.  If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored if: it is not supervised or administered by the school, attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.



**APPLICATION FOR FEE WAIVER  
AND SHARING INFORMATION CONSENT  
CHASE COUNTY SCHOOLS**

**FEE WAIVER REQUEST**

The Nebraska Public Elementary and Secondary Student Fee Authorization Act allows fee waivers for students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs. The fee waivers give qualifying students the right to not have to pay certain student fees and to be provided with specialized materials or equipment to participate in certain activities. **Specifically, the fee waiver applies to: (1) participation in extracurricular activities, and (2) use of a musical instrument in optional music courses that are not extracurricular activities.** Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced-price lunches for purposes of this section.

**The Board's Student Fee Policy states: *Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.*** To request a fee waiver, or to decline a fee waiver, complete the following:

- No! I **DO NOT** want a fee waiver for any programs or activities.
- Yes! I **DO** want a fee waiver. I request a fee waiver for the following (Note: Please describe the fee waiver, materials, or equipment requested, and the activity or course; failure to make timely request for a fee waiver for any fees, equipment, material, or instrument not listed may result in a fee waiver not being provided):

Student Name: \_\_\_\_\_ Student Number: \_\_\_\_\_

Activity or Course: \_\_\_\_\_

Describe fee waiver or materials or equipment requested, including amount if known:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Activity or Course: \_\_\_\_\_

Describe fee waiver or materials or equipment requested, including amount if known:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Activity or Course: \_\_\_\_\_

Describe fee waiver or materials or equipment requested, including amount if known:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Principal/Designee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**This form is to be returned to the Principal/Designee.**

**SHARING INFORMATION CONSENT**

To save you time and effort, the information you gave on your Application for Free or Reduced Meals may be shared with other programs for which your children may qualify. **For the fee waiver program, we must have your permission to share your Application for Free or Reduced Meals information in order to confirm your eligibility for a fee waiver. However, in no event will the manner in which you complete the consent form change whether your child gets free or reduced price meals.**

- No! I **DO NOT** want information from my Application for Free or Reduced Meals share for purposes of the fee waiver program.
- Yes! I **DO** want school officials to share information from my Application for Free or Reduced Meals with appropriate school officials for purposes of the student fee waiver program and any other program that would benefit student(s).

Child's Name: \_\_\_\_\_ School: \_\_\_\_\_

Student Identification Number: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For more information, you may call your school Principal.**

*Original to Superintendent*

Once this fee waiver application form is turned into the school completed correctly, the school will verify the student's free and reduced lunch status. The School will also review the items on the Application to insure consistency with the School Board's policy. The fee waived items for your student are covered by the district as long as your student is actively participating in fund raising (where applicable), and contributing to their activity.

Students**School Wellness Policy**

A mission of Chase County Schools (“District”) is to provide curriculum, instruction, and experiences in a health-promoting school environment to instill habits of lifelong learning and health. Therefore, the Board adopts the following School Wellness Policy.

**1. District Wellness Committee****Committee Role and Membership**

The District will convene a representative District Wellness Committee (“DWC”) or work within an existing school health committee that meets at least four times per year to establish goals for and oversee school health and safety policies and programs, including development, implementation and periodic review and update of this District wellness policy.

The DWC membership will represent all school levels and include (to the extent possible), but not be limited to: parents and caregivers; students; representatives of the school nutrition program; physical education teachers; health education teachers; school health professionals or staff; mental health and social services staff; school administrators; school board members; and the general public. When possible, membership will also include Supplemental Nutrition Assistance Program Education coordinators. To the extent possible, the DWC will include representatives from each school building and reflect the diversity of the community.

***Leadership***

The Superintendent or designee(s) will convene the DWC and facilitate development of and updates to the wellness policy, and will ensure each school’s compliance with the policy.

Each school will designate a school wellness policy coordinator, who will ensure compliance with the policy.

**2. Wellness Policy Implementation, Monitoring, Accountability and Community Engagement*****Implementation Plan***

The District will develop and maintain a plan for implementation to manage and coordinate the execution of this wellness policy. The plan delineates roles, responsibilities, actions and timelines specific to each school; and includes information about who will be responsible to make what change, by how much, where and when; as well as specific goals and objectives for nutrition standards for all foods and beverages available on the school campus, food and beverage marketing, nutrition promotion and education, physical activity, physical education and other school-based activities that promote student wellness. It is recommended that the school use the Healthy Schools Program online tools to complete a school-level assessment based on the Centers for Disease Control and Prevention’s School Health Index, create an action plan that fosters implementation and generate an annual progress report.

This wellness policy and the progress reports can be found at the District’s website.

***Recordkeeping***

The District will retain records to document compliance with the requirements of the wellness policy at the Superintendent's office and/or on the District's computer network. Documentation maintained in this location will include but will not be limited to:

- The written wellness policy;
- Documentation demonstrating that the policy has been made available to the public;
- Documentation of efforts to review and update the Local Schools Wellness Policy; including an indication of who is involved in the update and methods the district uses to make stakeholders aware of their ability to participate on the DWC;
- Documentation to demonstrate compliance with the annual public notification requirements;
- The most recent assessment on the implementation of the local school wellness policy;
- Documentation demonstrating the most recent assessment on the implementation of the Local School Wellness Policy has been made available to the public.

***Annual Notification of Policy***

The District will actively inform families and the public each year of basic information about this policy, including its content, any updates to the policy and implementation status. The District will make this information available via the District website and/or district-wide communications. The District will provide as much information as possible about the school nutrition environment. This will include a summary of the District's events or activities related to wellness policy implementation. Annually, the District will also publicize the name and contact information of the District officials leading and coordinating the committee, as well as information on how the public can get involved with the school wellness committee.

***Triennial Progress Assessments***

At least once every three years, the District will evaluate compliance with the wellness policy to assess the implementation of the policy and include:

- The extent to which the District's schools are in compliance with the wellness policy;
- The extent to which the District's wellness policy compares to [a] the Alliance for a Healthier Generation's model wellness policy; and
- A description of the progress made in attaining the goals of the District's wellness policy.

The position/person responsible for managing the triennial assessment and contact information is the Superintendent or the Superintendent's designee.

The DWC, in collaboration with individual schools, will monitor schools' compliance with this wellness policy.

The District will actively notify households/families of the availability of the triennial progress report.

***Revisions and Updating the Policy***

The DWC will update or modify the wellness policy based on the results of the annual School Health Index and triennial assessments and/or as District priorities change; community needs

change; wellness goals are met; new health science, information, and technology emerges; and new Federal or state guidance or standards are issued. The wellness policy will be assessed and updated as indicated at least every three years, following the triennial assessment.

### ***Community Involvement, Outreach and Communications***

The District is committed to being responsive to community input, which begins with awareness of the wellness policy. The District will actively communicate ways in which representatives of DWC and others can participate in the development, implementation and periodic review and update of the wellness policy through a variety of means appropriate for that district. The District will also inform parents of the improvements that have been made to school meals and compliance with school meal standards, availability of child nutrition programs and how to apply, and a description of and compliance with Smart Snacks in School nutrition standards. The District will use electronic mechanisms, such as email or displaying notices on the District's website, as well as non-electronic mechanisms, such as newsletters, presentations to parents, or sending information home to parents, to ensure that all families are actively notified of the content of, implementation of, and updates to the wellness policy, as well as how to get involved and support the policy. The District will ensure that communications are culturally and linguistically appropriate to the community, and accomplished through means similar to other ways that the District and individual schools are communicating important school information with parents.

The District will actively notify the public about the content of or any updates to the wellness policy annually, at a minimum. The District will also use these mechanisms to inform the community about the availability of the annual and triennial reports.

## **3. Nutrition**

### ***School Meals***

The District is committed to serving healthy meals to children, with plenty of fruits, vegetables, whole grains, and fat-free and low-fat milk; that are moderate in sodium, low in saturated fat, and have zero grams *trans* fat per serving (nutrition label or manufacturer's specification); and to meeting the nutrition needs of school children within their calorie requirements. The school meal programs aim to improve the diet and health of school children, help mitigate childhood obesity, model healthy eating to support the development of lifelong healthy eating patterns and support healthy choices while accommodating cultural food preferences and special dietary needs.

All schools within the District that participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and any additional Federal child nutrition programs will meet the nutrition requirements of such programs. The District may also operate additional nutrition-related programs and activities. All schools within the District are committed to offering school meals through the NSLP and SBP programs, and other applicable Federal child nutrition programs, that:

- Are accessible to all students;
- Are appealing and attractive to children;
- Are served in clean and pleasant settings;

- Meet or exceed current nutrition requirements established by local, state, and Federal statutes and regulations. (The District offers reimbursable school meals that meet USDA nutrition standards.)
- Promote healthy food and beverage choices using at least ten of the following Smarter Lunchroom techniques:
  - Whole fruit options are displayed in attractive bowls or baskets (instead of chaffing dishes or hotel pans).
  - Sliced or cut fruit is available daily.
  - Daily fruit options are displayed in a location in the line of sight and reach of students.
  - All available vegetable options have been given creative or descriptive names.
  - Daily vegetable options are bundled into all grab-and-go meals available to students.
  - All staff members, especially those serving, have been trained to politely prompt students to select and consume the daily vegetable options with their meal.
  - White milk is placed in front of other beverages in all coolers.
  - Alternative entrée options (e.g., salad bar, yogurt parfaits, etc.) are highlighted on posters or signs within all service and dining areas.
  - A reimbursable meal can be created in any service area available to students (e.g., salad bars, snack rooms, etc.).
  - Student surveys and taste testing opportunities are used to inform menu development, dining space decor and promotional ideas.
  - Student artwork is displayed in the service and/or dining areas.
  - Daily announcements are used to promote and market menu options.

### ***Staff Qualifications and Professional Development***

All school nutrition program directors, managers and staff will meet or exceed hiring and annual continuing education/training requirements in the USDA professional standards for child nutrition professionals. These school nutrition personnel will refer to USDA's Professional Standards for School Nutrition Standards website to search for training that meets their learning needs.

### ***Water***

To promote hydration, free, safe, unflavored drinking water will be available to all students throughout the school day and throughout every school campus ("school campus" and "school day" are defined in the glossary). The District will make drinking water available where school meals are served during mealtimes.

### ***Competitive Foods and Beverages***

The District is committed to ensuring that all foods and beverages available to students on the school campus during the school day support healthy eating. The foods and beverages sold and served outside of the school meal programs (e.g., "competitive" foods and beverages) will meet the USDA Smart Snacks in School nutrition standards, at a minimum. Smart Snacks aim to improve student health and well-being, increase consumption of healthful foods during the school day and create an environment that reinforces the development of healthy eating habits. A summary of the standards and information, as well as a Guide to Smart Snacks in Schools are available at: <http://www.fns.usda.gov/healthierschoolday/tools-schools-smart-snacks>. The

Alliance for a Healthier Generation provides a set of tools to assist with implementation of Smart Snacks available at [www.foodplanner.healthiergeneration.org](http://www.foodplanner.healthiergeneration.org).

To support healthy food choices and improve student health and well-being, all foods and beverages outside the reimbursable school meal programs that are sold to students on the school campus during the school day will meet or exceed the USDA Smart Snacks nutrition standards or, if the state policy is stronger, will meet or exceed state nutrition standards. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, à la carte options in cafeterias, vending machines, school stores and snack or food carts.

### ***Celebrations and Rewards***

All foods offered on the school campus will meet or exceed the USDA Smart Snacks in School nutrition standards or, if the state policy is stronger, will meet or exceed state nutrition standards, including through:

1. Celebrations and parties. The District will provide a list of healthy party ideas to parents and teachers, including non-food celebration ideas.
2. Classroom snacks brought by parents. The District will provide or make available to parents a list of foods and beverages that meet Smart Snacks nutrition standards.
3. Rewards and incentives. The District will provide teachers and other relevant school staff a list of alternative ways to reward children or other comparable resources. Foods and beverages will not be used as a reward, or withheld as punishment for any reason, such as for performance or behavior.

### ***Fundraising***

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus during the school day. The District will make available to parents and teachers a list of healthy fundraising ideas or comparable resources.

### ***Nutrition Promotion***

Nutrition promotion and education positively influence lifelong eating behaviors by using evidence-based techniques and nutrition messages, and by creating food environments that encourage healthy nutrition choices and encourage participation in school meal programs. Students and staff will receive consistent nutrition messages throughout schools, classrooms, gymnasiums, and cafeterias. Nutrition promotion also includes marketing and advertising nutritious foods and beverages to students and is most effective when implemented consistently through a comprehensive and multi-channel approach by school staff, teachers, parents, students and the community.

The District will promote healthy food and beverage choices for all students throughout the school campus, as well as encourage participation in school meal programs. This promotion will occur through:

- Implementing at least ten or more evidence-based healthy food promotion techniques through the school meal programs using Smarter Lunchroom techniques; and
- Ensuring 100% of foods and beverages promoted to students meet the USDA Smart Snacks in School nutrition standards.

### ***Nutrition Education***

The District will teach, model, encourage and support healthy eating by all students. Schools will provide nutrition education and engage in nutrition promotion that:

- Is designed to provide students with the knowledge and skills necessary to promote and protect their health;
- Is part of not only health education classes, but also integrated into other classroom instruction through subjects such as math, science, language arts, social sciences and elective subjects;
- Includes enjoyable, developmentally-appropriate, culturally-relevant and participatory activities, such as cooking demonstrations or lessons, promotions, taste-testing, farm visits and school gardens;
- Promotes fruits, vegetables, whole-grain products, low-fat and fat-free dairy products and healthy food preparation methods;
- Emphasizes caloric balance between food intake and energy expenditure (promotes physical activity/exercise);
- Links with school meal programs, cafeteria nutrition promotion activities, school gardens, Farm to School programs, other school foods and nutrition-related community services;
- Teaches media literacy with an emphasis on food and beverage marketing; and
- Includes nutrition education training for teachers and other staff.

### ***Essential Healthy Eating Topics in Health Education***

The District will include in the health education curriculum a minimum of 12 of the following essential topics on healthy eating:

- Relationship between healthy eating and personal health and disease prevention
- Food guidance from MyPlate
- Reading and using FDA's nutrition fact labels
- Eating a variety of foods every day
- Balancing food intake and physical activity
- Eating more fruits, vegetables and whole grain products
- Choosing foods that are low in fat, saturated fat, and cholesterol and do not contain *trans* fat
- Choosing foods and beverages with little added sugars
- Eating more calcium-rich foods
- Preparing healthy meals and snacks
- Risks of unhealthy weight control practices
- Accepting body size differences
- Food safety
- Importance of water consumption
- Importance of eating breakfast
- Making healthy choices when eating at restaurants

- Eating disorders
- The Dietary Guidelines for Americans
- Reducing sodium intake
- Social influences on healthy eating, including media, family, peers and culture
- How to find valid information or services related to nutrition and dietary behavior
- How to develop a plan and track progress toward achieving a personal goal to eat healthfully
- Resisting peer pressure related to unhealthy dietary behavior
- Influencing, supporting, or advocating for others' healthy dietary behavior

### ***Food and Beverage Marketing in Schools***

The District is committed to providing a school environment that ensures opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. The District strives to teach students how to make informed choices about nutrition, health and physical activity. These efforts will be weakened if students are subjected to advertising on District property that contains messages inconsistent with the health information the District is imparting through nutrition education and health promotion efforts. It is the intent of the District to protect and promote student's health by permitting advertising and marketing for only those foods and beverages that are permitted to be sold on the school campus, consistent with the District's wellness policy.

Any foods and beverages marketed or promoted to students on the school campus during the school day will meet or exceed the USDA Smart Snacks in School nutrition standards or, if stronger, state nutrition standards, such that only those foods that comply with or exceed those nutrition standards are permitted to be marketed or promoted to students.

Food and beverage marketing is defined as advertising and other promotions in schools. Food and beverage marketing often includes oral, written, or graphic statements made for the purpose of promoting the sale of a food or beverage product made by the producer, manufacturer, seller or any other entity with a commercial interest in the product. This term includes, but is not limited to the following:

- Brand names, trademarks, logos or tags, except when placed on a physically present food or beverage product or its container.
- Displays, such as on vending machine exteriors
- Corporate brand, logo, name or trademark on school equipment, such as marquees, message boards, scoreboards or backboards (Note: immediate replacement of these items are not required; however, districts will replace or update scoreboards or other durable equipment when existing contracts are up for renewal or to the extent that it is financially possible over time so that items are in compliance with the marketing policy.)
- Corporate brand, logo, name or trademark on cups used for beverage dispensing, menu boards, coolers, trash cans and other food service equipment; as well as on posters, book covers, pupil assignment books or school supplies displayed, distributed, offered or sold by the District.
- Advertisements in school publications or school mailings.
- Free product samples, taste tests or coupons of a product, or free samples displaying advertising of a product.

As the District/school nutrition services/Athletics Department/PTA/PTO reviews existing contracts and considers new contracts, equipment and product purchasing (and replacement) decisions should reflect the applicable marketing guidelines established by the District wellness policy.

#### **4. Physical Activity**

Children and adolescents should participate in at least 60 minutes of physical activity every day. A substantial percentage of students' physical activity can be provided through a comprehensive school physical activity program (CSPAP). A CSPAP reflects strong coordination and synergy across all of the components: quality physical education as the foundation; physical activity before, during and after school; staff involvement and family and community engagement and the District is committed to providing these opportunities. Schools will ensure that these varied physical activity opportunities are in addition to, and not as a substitute for, physical education (addressed in "Physical Education" subsection). All schools in the District will be encouraged to participate in *Let's Move! Active Schools* ([www.letsmoveschools.org](http://www.letsmoveschools.org)), or comparable program, in order to successfully address all CSPAP areas.

Physical activity during the school day (including but not limited to recess, classroom physical activity breaks or physical education) will not be withheld as punishment. The District will provide teachers and other school staff with a list of ideas or resources for alternative ways to discipline students.

To the extent practicable, the District will ensure that its grounds and facilities are safe and that equipment is available to students to be active. The District will conduct necessary inspections and repairs.

#### ***Physical Education***

The District will provide students with physical education, using an age-appropriate, sequential physical education curriculum consistent with national and state standards for physical education. The physical education curriculum will promote the benefits of a physically active lifestyle and will help students develop skills to engage in lifelong healthy habits, as well as incorporate essential health education concepts (discussed in the "*Essential Physical Activity Topics in Health Education*" subsection). The curriculum will support the essential components of physical education.

All students will be provided equal opportunity to participate in physical education classes. The District will make appropriate accommodations to allow for equitable participation for all students and will adapt physical education classes and equipment as necessary.

All elementary students in each grade will receive physical education for at least 60-89 minutes per week throughout the school year.

All secondary students (middle and high school) are required to take the equivalent of one academic year of physical education.

The District's physical education program will promote student physical fitness through individualized fitness and activity assessments (via the Presidential Youth Fitness Program or other appropriate assessment tool) and will use criterion-based reporting for each student.

***Essential Physical Activity Topics in Health Education***

Health education will be required in all elementary grades and the District will require middle and high school students to take and pass at least one health education course. The District will include in the health education curriculum a minimum of 12 of the following essential topics on physical activity:

- The physical, psychological, or social benefits of physical activity
- How physical activity can contribute to a healthy weight
- How physical activity can contribute to the academic learning process
- How an inactive lifestyle contributes to chronic disease
- Health-related fitness, that is, cardiovascular endurance, muscular endurance, muscular strength, flexibility, and body composition
- Differences between physical activity, exercise and fitness
- Phases of an exercise session, that is, warm up, workout and cool down
- Overcoming barriers to physical activity
- Decreasing sedentary activities, such as TV watching
- Opportunities for physical activity in the community
- Preventing injury during physical activity
- Weather-related safety, for example, avoiding heat stroke, hypothermia and sunburn while being physically active
- How much physical activity is enough, that is, determining frequency, intensity, time and type of physical activity
- Developing an individualized physical activity and fitness plan
- Monitoring progress toward reaching goals in an individualized physical activity plan
- Dangers of using performance-enhancing drugs, such as steroids
- Social influences on physical activity, including media, family, peers and culture
- How to find valid information or services related to physical activity and fitness
- How to influence, support, or advocate for others to engage in physical activity
- How to resist peer pressure that discourages physical activity.

***Recess (Elementary)***

All elementary schools will offer at least 20 minutes of recess on all days during the school year. Exceptions may be made as appropriate, such as on early dismissal or late arrival days. If recess is offered before lunch, schools will have appropriate hand-washing facilities and/or hand-sanitizing mechanisms located just inside/outside the cafeteria to ensure proper hygiene prior to eating and students are required to use these mechanisms before eating. Hand-washing time, as well as time to put away coats/hats/gloves, will be built in to the recess transition period/timeframe before students enter the cafeteria.

Outdoor recess will be offered when weather and other conditions make it feasible for outdoor play.

In the event that recess must be held indoors, teachers and staff will follow the indoor recess guidelines that promote physical activity for students, to the extent practicable.

Recess will complement, not substitute, physical education class. Recess monitors or teachers will encourage students to be active, and will serve as role models by being physically active alongside the students whenever feasible.

### ***Classroom Physical Activity Breaks (Elementary and Secondary)***

Students will be offered periodic opportunities to be active or to stretch throughout the day on all or most days during a typical school week. The District recommends teachers provide short (3-5-minute) physical activity breaks to students during and between classroom time at least three days per week. These physical activity breaks will complement, not substitute, for physical education class, recess, and class transition periods.

The District will provide resources and links to resources, tools, and technology with ideas for classroom physical activity breaks. Resources and ideas are available through the USDA and the Alliance for a Healthier Generation.

### ***Active Academics***

Teachers will incorporate movement and kinesthetic learning approaches into “core” subject instruction when possible (e.g., science, math, language arts, social studies and others) and do their part to limit sedentary behavior during the school day.

The District will support classroom teachers incorporating physical activity and employing kinesthetic learning approaches into core subjects by providing annual professional development opportunities and resources, including information on leading activities, activity options, as well as making available background material on the connections between learning and movement.

Teachers will serve as role models by being physically active alongside the students whenever feasible.

### ***Before and After School Activities***

The District offers opportunities for students to participate in physical activity either before and/or after the school day through a variety of methods. The District will encourage students to be physically active before and after school by sponsoring or permitting: physical activity clubs and physical activity in aftercare, intramurals or interscholastic sports.

### ***Active Transport***

The District will support active transport to and from school, such as walking or biking. The District will encourage this behavior by requiring that its schools engage in six or more of the activities below, to be selected by each school administration; including but not limited to:

- Designate safe or preferred routes to school
- Promote activities such as participation in International Walk to School Week and National Walk and Bike to School Week
- Secure storage facilities for bicycles and helmets (e.g., shed, cage, fenced area)

- Instruction on walking/bicycling safety provided to students
- Promote safe routes program to students, staff, and parents via newsletters, websites, local newspaper
- Use crossing guards
- Use crosswalks on streets leading to schools
- Use walking school buses
- Document the number of children walking and or biking to and from school
- Create and distribute maps of school environment (e.g., sidewalks, crosswalks, roads, pathways, bike racks, etc.)

### **5. Other Activities that Promote Student Wellness**

The District will integrate wellness activities across the entire school setting, not just in the cafeteria, other food and beverage venues and physical activity facilities. The District will coordinate and integrate other initiatives related to physical activity, physical education, nutrition and other wellness components so all efforts are complementary, not duplicative, and work towards the same set of goals and objectives promoting student well-being, optimal development and strong educational outcomes.

Schools in the District are encouraged to coordinate content across curricular areas that promote student health, such as teaching nutrition concepts in mathematics, with consultation provided by either the school or the District's curriculum experts.

All efforts related to obtaining federal, state or association recognition for efforts, or grants/funding opportunities for healthy school environments will be coordinated with and complementary of the wellness policy, including but not limited to ensuring the involvement of the DWC.

All school-sponsored events will adhere to the wellness policy guidelines. All school-sponsored wellness events will include physical activity and healthy eating opportunities when appropriate.

#### ***Community Partnerships***

The District will develop, enhance, or continue relationships with community partners (e.g., hospitals, universities/colleges, local businesses, SNAP-Ed providers and coordinators, etc.) in support of this wellness policy's implementation. Existing and new community partnerships and sponsorships will be evaluated to ensure that they are consistent with the wellness policy and its goals.

#### ***Community Health Promotion and Family Engagement***

The District will promote to parents/caregivers, families, and the general community the benefits of and approaches for healthy eating and physical activity throughout the school year. Families will be informed and invited to participate in school-sponsored activities and will receive information about health promotion efforts.

As described in the "Community Involvement, Outreach, and Communications" subsection, the District will use electronic mechanisms (e.g., email or displaying notices on the District's website), as well as non-electronic mechanisms, (e.g., newsletters, presentations to parents or

sending information home to parents), to ensure that all families are actively notified of opportunities to participate in school-sponsored activities and receive information about health promotion efforts.

### ***Staff Wellness and Health Promotion***

The DWC will have a staff wellness subcommittee that focuses on staff wellness issues, identifies and disseminates wellness resources and performs other functions that support staff wellness in coordination with human resources staff.

Schools in the District will implement strategies to support staff in actively promoting and modeling healthy eating and physical activity behaviors. The District promotes staff member participation in health promotion programs and will support programs for staff members on healthy eating/weight management that are accessible and free or low-cost.

### ***Professional Learning***

When feasible, the District will offer annual professional learning opportunities and resources for staff to increase knowledge and skills about promoting healthy behaviors in the classroom and school (e.g., increasing the use of kinesthetic teaching approaches or incorporating nutrition lessons into math class). Professional learning will help District staff understand the connections between academics and health and the ways in which health and wellness are integrated into ongoing district reform or academic improvement plans/efforts.

### ***Glossary***

**School Campus:** areas that are owned or leased by the school and used at any time for school-related activities, including on the outside of the school building, school buses or other vehicles used to transport students, athletic fields and stadiums (e.g., on scoreboards, coolers, cups, and water bottles), or parking lots.

**School Day:** the time between midnight the night before to 30 minutes after the end of the instructional day.

**Triennial** – recurring every three years.

Legal Reference: Healthy, Hunger-Free Kids Act of 2010, 42 U.S.C. section 1758b; 7 CFR sections 210.11 and 210.30; National School Lunch Program, 42 U.S.C sections 1751-1760, 1770; Regulations and Procedures for Accreditation of Schools, NDE Rule 10

Date of Adoption: June 13, 2017

StudentsHomeless StudentsA. General Policy Statement

The District shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education, including public preschool education, as provided to other children and youths.

B. Definitions

“School of Origin” shall mean the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool. School of origin shall also include any designated receiving school for the next grade level for all feeder schools when a student completes the final grade level served by the school of origin.

“Homeless children and youths” shall mean any individuals who lack a fixed, regular, and adequate nighttime residence; and includes:

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. Migratory children who qualify as homeless because they are living in circumstances described in (1-3).

“Unaccompanied youth” shall mean a homeless child or youth not in the physical custody of a parent or guardian.

C. School Stability

1. School Selection: Each school shall presume that keeping a homeless child or youth enrolled in the child’s or youth’s school of origin is in the child’s or youth’s best interest, except when doing so is contrary to the request of the child’s or youth’s parent or guardian or, in the case of an unaccompanied youth, the youth.

To overcome the presumption that a child or youth should remain in his/her school of origin, the school shall consider student-centered factors including: the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or, in the case of an unaccompanied youth, the youth.

2. Enrollment: Once the school is selected in accordance with the child's or youth's best interest, that child or youth shall be immediately enrolled even if the child or youth is unable to produce records normally required for enrollment including, but not limited to, previous academic records, immunization or other health records, proof of residency or has missed any application or enrollment deadlines during any period of homelessness.
3. Transportation: If the child or youth continues to attend his or her school of origin, transportation shall be provided promptly even if there is a dispute pending regarding which school is in the child's or youth's best interest to attend. Transportation will continue to be provided to and from the school of origin for the remainder of any academic year during which the child or youth becomes permanently housed.

D. Records

Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained:

1. Such that all records are available, in a timely fashion, when a child or youth enrolls in a new school or school district;
2. Any information about a homeless child's or youth's living situation shall be treated as a confidential student education record, and shall not be deemed to be directory information; and
3. In a manner consistent with the Federal Education Rights and Privacy Act.

E. Services

The Local Education Agency Liaison shall identify an appropriate staff person to be the Local Educational Liaison (LEL) for all homeless children and youth attending school in the District. The LEL responsibilities shall include, but are not limited to:

1. Ensure homeless children and youth are identified through outreach and coordination activities including coordination with the Nebraska Department of Education Homeless Education Liaison, community, and school personnel responsible for education and related services to homeless children and youths;

2. Receive appropriate time and training in order to carry out the duties required by law and this policy;
3. Ensure homeless families and homeless children and youths are referred to health care, dental, mental health, substance abuse, housing and any other appropriate services;
4. Ensure that homeless children and youths:
  - a. Are enrolled in school which includes attending classes and participating fully in school activities;
  - b. Have a full and equal opportunity to meet the same challenging State academic standards as other children and youths;
  - c. Receive individualized counseling from counselors to prepare and improve their readiness for college, including college selection, application, financial aid, and on-campus supports.
  - d. Unaccompanied youths are informed of their status as independent students under the Higher Education Act of 1965 and may obtain assistance from the LEL to receive verification of such status for purposes of the Free Application for Federal Student Aid.
5. Ensure that public notice of the educational rights and available transportation services of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youths and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form that is easily understandable.
6. Ensure the dispute resolution process identified below is carried out in accordance with the law and district policy.

F. Dispute Resolution

1. The dispute procedure must be available for disputes over eligibility, as well as school selection or enrollment.
2. In the event of a dispute regarding where a child or youth should enroll, the child or youth shall be immediately enrolled in the school in which enrollment is sought pending final resolution of the dispute, including all available appeals. The district shall immediately provide the child's parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal such decision. Said writing shall be provided in a manner and form understandable to such parent, guardian, or unaccompanied youth and also include the LEL contact information.

The LEL shall carry out the dispute resolution process within 30 calendar days from the date of said writing pursuant to 92 Nebraska Administrative Code 19-005.02.

3. Appeals: Any parent, guardian or other person having legal or actual charge of a homeless child or youth that is dissatisfied with the decision of a school district after the dispute resolution process may file an appeal with the Commissioner within thirty calendar days of receipt of the decision by following the process in 92 Nebraska Administrative Code 19-005.03 and 19-005.03C.

Legal Reference:      Neb. Rev. Stat. § 79-215  
                             Nebraska Department of Education Rule 19  
                             McKinney-Vento Homeless Assistance Act, 42 USC §§11431, et seq.  
                             Every Student Succeeds Act

Date of Adoption:      [Insert Date]

Homeless Education Program

HOMELESS STUDENT ENROLLMENT INFORMATION & PLACEMENT REQUEST

Child's Name: (Last Name) (First Name) (M.I.) Birth Date: Grade

Parent/Guardian Name (Last Name) (First Name) (M.I.) Unaccompanied Youth ("Yes" or "No")

Current Address

Telephone Number: (If phone # not available, phone number of someone who can be contacted and their relationship, if any).

Information provided on this form is confidential.

1. Homeless Status

a. Do you live in any of these following situations?

- sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason (example: evicted from home, cannot afford housing, etc.)
in a motel, hotel, campground or similar setting due to lack of alternative adequate accommodations
in emergency or transitional shelters such as domestic violence or homeless shelters or transitional housing shelter or agency
have a primary nighttime residence that is a place not designed for or ordinarily used as a regular sleeping accommodation for humans
in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings
None of the above.

b. How long do you anticipate living in current location?

2. School Most Recently Attended

School: (School Name) (City) (State)

Dates of Attendance: to

Grade level when last attended:

3. Eligible for any of these educational and school related activities and services?

Special Education (IDEA) If yes, please identify disability and special education services previously provided :

- English Language Learners (ELL)  Gifted  Vocational Education
- Other \_\_\_\_\_

4. Possible Barriers to Education

- No Birth Certificate  No immunizations or other medical records
- No School Records  Transportation  School Selection
- Other issues/barriers \_\_\_\_\_

5. Requested Services and Activities to be Provided by Homeless Student Program

- Obtaining or transferring records necessary for enrollment
- Emergency assistance related to school attendance
- Expedited evaluations
- Transportation  Clothing to meet a school requirement  School supplies
- Early childhood program  Tutoring or other instructional support
- Before/after-school, mentoring, summer programs
- Referrals for medical, dental, or other health services
- Referral to other programs/services
- Assistance with participation in school programs
- Parent education related to rights/resources
- Coordination between schools and agencies
- Counseling  Addressing needs related to domestic violence
- Staff professional development/awareness
- Other \_\_\_\_\_

6. Placement

a. School placement requested by parent/guardian or unaccompanied youth:

b. Reason(s) for Request: \_\_\_\_\_

c. Name of "School of Origin" \_\_\_\_\_

(School of Origin means the school that the child attended when permanently housed or the school in which the child was last enrolled).

Enrollment Date \_\_\_\_\_

Has student been withdrawn? \_\_\_\_\_

If so, what was the withdraw date? \_\_\_\_\_

d. Distance from:

i. Residence to the school of origin (miles): \_\_\_\_\_

ii. Residence to the school requested (if not school of origin): \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian or Unaccompanied Youth's signature

\_\_\_\_\_  
Date

Children living in homeless situations have certain rights under the McKinney-Vento Homeless Assistance Act. Please contact the Homeless Coordinator with any questions.

**WRITTEN NOTIFICATION OF ENROLLMENT/PLACEMENT DECISION FOR HOMELESS STUDENT**

Child's Name: \_\_\_\_\_

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
(Name) (Name)

After reviewing your request to enroll the child, the determinations are as follows:

**Homeless student program eligibility:**

- \_\_\_\_\_ Child does not qualify under the homeless student program.
- \_\_\_\_\_ Child qualifies under the homeless student program. This determination was based upon: \_\_\_\_\_

**Placement** (if enrolled under the homeless student program) was made based on best interest of the student. The placement will be at: \_\_\_\_\_  
(Name)

Explanation for this determination (if not school of origin or the choice of parent/guardian or unaccompanied youth, give detail): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are not satisfied with the determinations, you have the right to use the dispute resolution process. Contact the Homeless Coordinator and complete a Dispute Resolution Form.

Notices:

- The student has the right to be immediately admitted in the school in which enrollment is sought pending resolution of the dispute.
- You may contact the ~~state coordinator:~~ Nebraska Commissioner of Education  
~~Education Specialist & Homeless Education / NCLB Programs~~  
Nebraska Department of Education  
[matt.blomstedt@nebraska.gov](mailto:matt.blomstedt@nebraska.gov)  
Telephone: (402) 471-1419 ~~Faeximile: (402) 742-2371~~ 5020
- You may seek the assistance of advocates or attorneys.

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

Written Notification Form was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

**Homeless Education Program  
DISPUTE RESOLUTION FORM**

This form should be completed when a dispute arises over school enrollment/placement.

Child's Name: \_\_\_\_\_

Person completing form: \_\_\_\_\_  
(Name) (Relation to Student)

I may be contacted at (address/phone/e-mail): \_\_\_\_\_

I wish to dispute the following decision: \_\_\_\_\_

The decision I am disputing was wrong because (give detailed information in support of your position and use an attachment if necessary): \_\_\_\_\_

Persons who have information to support my position (include contact information): \_\_\_\_\_

I request that the following action be taken on this dispute: \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian or Unaccompanied Youth's signature

\_\_\_\_\_  
Date

**-----For School Use-----**

Date received by Homeless Coordinator \_\_\_\_\_

**-----Determination of Homeless Coordinator-----**

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
(Name) (Name)

After reviewing the information relevant to your dispute my determination is as follows:

Explanation for this determination: \_\_\_\_\_

Notice of Right to Appeal: If you are not satisfied with the determination on this dispute, you have the right to appeal as provided for in the Nebraska Department of Education Rule 19. The appeal is to be filed with the Commissioner of Education within 30 calendar days of receipt of this decision. For information about an appeal you may contact ~~the state coordinator~~:

Nebraska Commissioner of Education  
~~NCLB Programs~~

~~Specialist & Homeless Education /~~

Nebraska Department of Education

[matt.blomstedt@nebraska.gov](mailto:matt.blomstedt@nebraska.gov)

Telephone: (402) 471-~~1419~~ Facsimile: ~~(402) 471-0117~~5020

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

The Determination of the Homeless Coordinator on this dispute was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

StudentsStudent Privacy Protection Policy

It is the policy of Chase County Schools to develop and implement policies which protect the privacy of students in accordance with applicable laws. The District's policies in this regard include the following:

- A. Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties  
Parents shall have the right to inspect, upon the parent's request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent's child.
- B. Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive  
The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed Definition of Surveys of Matters Deemed to be Sensitive), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: Notification of and Right to Opt-Out of Specific Events.
- C. Right of Parents to Inspect Instructional Materials  
Parents shall have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term instructional materials for purposes of this policy.  
  
The procedures for making and granting a request to inspect instructional materials are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and place as will not interfere with the educator's intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.
- D. Rights of Parents to be Notified of and to Opt-Out of Certain Physical Examinations

or Screenings

The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parent opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical examinations or screenings which do not fit into the applicable exceptions, the District will follow the procedures set forth in the section entitled: Notification of and Right to Opt-Out of Specific Events.

E. Protection of Student Privacy in Regard to Personal Information Collected from Students

The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information.

Personal information for purposes of this policy means individually identifiable information about a student including: (1) a student or parent's first and last name, (2) home address, (3) telephone number, and (4) social security number. The term personal information, for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

F. Parent Access to Instruments used in the Collection of Personal Information

While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received.

The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five school days, shall consult with the school staff member or person responsible for the program which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

#### Annual Parental Notification of Student Privacy Protection Policy

The District shall provide parents with reasonable notice of the adoption or continued use of this policy and other policies related to the student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

#### Notification to Parents of Dates of and Right to Opt-Out of Specific Events

The District shall directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

1. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information);
2. Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and
3. Any nonemergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parent opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act).

Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities. In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

Definition of Surveys of Matters Deemed to be Sensitive

Any survey containing one or more of the following matters shall be deemed to be Asensitive@ for purposes of this policy:

1. political affiliations or beliefs of the student or the student=s parent;
2. mental or psychological problems of the student or the student=s parent;
3. sex behavior or attitudes;
4. illegal, anti-social, self-incriminating or demeaning behavior;
5. critical appraisals of other individuals with whom the student has close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers; or
7. Religious practices, affiliations, or beliefs of the students or the student=s parent;
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Mental Health Assessment or Service

The District shall obtain informed consent from the parent of each child who is under 18 years of age to participate in any mental-health assessment or service that is funded under the Every Student Succeeds Act (“ESSA”). Before obtaining the consent, the District shall provide the parent written notice describing in detail such mental health assessment or service, including the purpose for such assessment or service, the provider of such assessment or service, when such assessment or service will begin, and how long such assessment or service may last.

Legal Authorities: Every Student Succeeds Act  
Protection of Pupil Privacy Amendment, 20 U.S.C. Sec. 1232h and 34 CFR Part 98;  
Family Educational Rights and Privacy Act, 20 U.S.C. Sec.1232g;  
Neb. Rev. Stat. Sec. 79-530 to 79-533

Date of Adoption: [Insert Date]

StudentsDating Violence

Chase County Schools strives to provide physically safe and emotionally secure environments for all students and staff. Positive behaviors are encouraged in the educational program and are required of all students and staff. Dating violence will not be tolerated.

For purposes of this policy “dating violence” means a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner. “Dating partner” means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious, or long term.

Incidents of dating violence involving students at school will be addressed as the administration determines appropriate, within the scope and subject to the limits of the District’s authority.

Staff training on dating violence shall be provided as deemed appropriate by the administration. The dating violence training shall include, but need not be limited to, basic awareness of dating violence, warning signs of dating violence, and the District's dating violence policy.

Dating violence education that is age-appropriate shall be incorporated into the school program. Dating violence education shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.

The administration will be responsible for ensuring that this dating violence policy is published in the school district’s student-parent handbook or an equivalent such publication. Parents and legal guardians shall be informed of the dating violence policy by such other means as the administration determines appropriate. If requested, parents or legal guardians shall be provided a copy of the dating violence policy and relevant information.

Legal Reference: Neb. Rev. Stat. §§ 79-2139 to 79-2142

Date of Adoption: [Insert Date]

## Students

### Use of Restraints and Seclusion

This policy sets forth the requirements, restrictions and procedures related to the use of physical restraints and seclusions at Chase County Schools.

#### 1. Definitions

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

Seclusion is distinguishable from an in-school suspension, in which other students or adults may be present. While students are required to remain in the in-school suspension area, the students are not physically prevented from leaving.

#### 2. Physical Restraint

- A. When Physical Restraint May be Used. Physical restraint may be used in the following circumstances:
- To prevent a student from completing an act that would result in injury to the student or others when there is a substantial risk that the student would commit the act.
    - A verbal threat by a student does not present a substantial risk that a student would commit an aggressive act unless the student also demonstrates the ability and intent to carry out the threat.
    - Destruction of or damage to property does not present a substantial risk of personal injury unless personal injury would be caused as a result of the destructive act (for example, throwing sharp or heavy objects when others are present, or the person whose property is about to be destroyed is likely to react physically if the person's property were destroyed). (Note: If a student is about to destroy or damage property, the act of grasping the student's arm or leg solely to prevent the striking, throwing or kicking of the item is not prohibited).
  - To move a student to a seclusion room, or to remove a student to another location because the student is creating a substantial disruption to others, in

circumstances where the student is unable to be moved or removed without the use of physical restraint; and

- In circumstances where the student's IEP or a Behavioral Plan provides for the use of physical restraint in circumstances other than the foregoing. If it is anticipated that physical restraint may need to be used with a special education student, the IEP team is to discuss and include use of physical restraint in the student's IEP if the IEP team determines use of physical restraint to be appropriate. (Note: IEPs or Behavioral Plans should not provide for such physical restraint except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Physical restraint may not be used:

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

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

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

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

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

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

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

- Appropriate procedures for preventing the need for physical restraint, including the de-escalation of problematic behavior, relationship-building, and the use of alternatives to restraint;

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

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

### 3. Seclusion

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

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

Seclusion may not be used:

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

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

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

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

The procedures for use of seclusion include:

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

- C. Timeline. A student shall not be kept in seclusion for more than 20 minutes after the student ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which isolated time out would be an appropriate intervention.
- D. Training. Orientation will be provided to staff members who are anticipated to be involved in the use of seclusion. The orientation shall cover the procedures contained in this Guidance.
4. Documentation and Evaluation
- A. Documentation of Use of Physical Restraint or Seclusion. A written record of each use of seclusion or physical restraint shall be prepared and maintained in the student's temporary record. The student's case manager, if any, shall also maintain a copy of each such record. Each such record shall include:
- The student's name;
  - The date of the incident;
  - The beginning and ending times of the incident;
  - A description of any relevant events leading up to the incident;
  - A description of any interventions used prior to the implementation of physical restraint or seclusion;
  - A description of the incident and/or student behavior that resulted in implementation of physical restraint or seclusion;
  - A log of the student's behavior during physical restraint or seclusion, including a description of the restraint technique(s) used and any other interaction between the student and staff;
  - A description of any injuries (whether to students, staff, or others) or property damage;
  - A description of any planned approach to dealing with the student's behavior in the future;
  - A list of the school personnel who participated in the implementation, monitoring, and supervision of physical restraint or seclusion;
  - The date on which the parent or guardian was notified.
- The record shall be completed by the beginning of the school day following the use of seclusion or physical restraint.
- B. Notification of Administration. The Superintendent or Superintendent's designee shall be notified of the incident as soon as possible, but no later than the end of the school day on which it occurred.
- C. Notification of Parent or Guardian. Within 24 hours after use of seclusion or physical restraint, the Superintendent or Superintendent's designee shall send written notice of the incident to the student's parents or guardians, unless the parent or guardian has provided the District a written waiver of this requirement for notification. The parent or guardian shall be informed of the date of the

incident, a description of the intervention (physical restraint or seclusion) used, and who at the school may be contacted for further information.

- D. Evaluation. An evaluation shall be conducted whenever a physical restraint exceeds 15 minutes or results in physical injury, whenever a seclusion exceeds 30 minutes, or use of physical restraint or seclusion is repeated with an individual student during any three-hour period:
- A certified staff person trained in the use of physical restraint, or knowledgeable about the use of seclusion, as applicable, shall evaluate the situation.
  - The evaluation shall consider the appropriateness of continuing the procedure in use, including the student's potential need for medication, nourishment, or use of a restroom, and the need for alternate strategies (e.g., assessment by a mental health crisis team, assistance from police, or transportation by ambulance).
  - The results of the evaluation shall be committed to writing and copies of this documentation shall be placed into the student's temporary student record and provided to the Superintendent or Superintendent's designee.

Date of Adoption: [Insert Date]

## Students

### Pregnant and Parenting Students

Chase County School recognizes that pregnant and parenting students have the right and responsibility to attend school. This attendance right and responsibility applies to students regardless of their marital or parental status. Further, the district will educate pregnant and parenting students and will provide reasonable accommodations to support and encourage all pregnant and parenting students to obtain their high school diploma. No student will be excluded from, denied the benefit of, or discriminated against under any educational program or activity because of pregnancy or parenting responsibilities.

### Attendance and Leave of Absences

Pregnant and parenting students will be permitted to attend to their own health care, their child's medical care, or other pregnancy- or parenting- related appointments with the benefit of having any such absences or tardiness excused. A student will be permitted to take a leave of absence for pregnancy, childbirth, and any other pre- and post-natal related medical needs, along with recovery therefrom for the duration that is deemed medically necessary by the student's licensed health care provider. At the conclusion of the leave of absence, a student will be immediately enrolled in the district at the same grade and status as when the leave began. Pregnant and parenting students shall be allowed to participate in all activities including extracurricular activities throughout the student's pregnancy and thereafter unless the district deems such participation poses a substantial risk of injury to the student or to others. A pregnant and parenting student may be asked to obtain certification from the student's licensed healthcare provider regarding the student's safe participation in an extracurricular activity when such certification is required of students for other conditions which require the attention of a licensed healthcare provider.

Any absences accumulated due to pregnancy or pregnancy-related conditions, or care for an ill child, should not count towards any district policies in effect under compulsory attendance requirements. Pregnant and parenting students with excused absences or tardiness shall be treated like all other students with excused absences or tardiness for any other medical reasons.

Pregnant and parenting students will be provided with assignments, classwork and any additional support needed to ensure that the student can keep up with class requirements when absent for pregnancy or parenting-related absences.

### Alternative Means to Complete Course Work

The district will provide at least one alternate method, in addition to traditional classroom instruction, to keep pregnant and parenting students in school. Such accommodation(s) may include accessing coursework online, home-based independent study, or at-home tutoring. Alternative methods of instruction or other alternative program for pregnant and parenting students are voluntary for the student who may elect whether to engage in an alternative method of instruction or the traditional methods of instruction available to their peers. Pregnant and parenting students shall be allowed to attend their regular classrooms and complete regular coursework.

### Lactation

The district will provide reasonable time and space to accommodate lactating students to express breast milk or breastfeed during the school day. Such accommodations will be in a location, other

than a bathroom or closet, that is private, clean, has an electrical outlet, a chair and is reasonably accessible. Students shall also be provided a food safe refrigerator to store breast milk safely.

#### Child Care

If in-school child care is not provided, a list of qualified licensed child care providers will be provided upon request to pregnant or parenting students. Such list will be updated annually and include providers that participate in the quality rating and improvement system and meet all of the quality rating criteria for at least a step-three rating pursuant to the Step Up to Quality Child Care Act. Nothing in this policy is intended to prohibit or limit any referral for a student or a student's child to an early head start program or any other available community resources.

#### Privacy and Confidentiality

Pregnant and parenting students have the right to have their health and personal information kept confidential in accordance with law. School staff will make every effort to keep personal information and health records confidential and in compliance with Nebraska and federal law.

Information about students' pregnancies and related conditions will not appear in their cumulative records and will not be used when they are being considered for educational or job opportunities, awards or scholarships.

#### Other Accommodations

Pregnant and parenting students may request additional reasonable accommodations to ensure continued participation and enrollment in school. Accommodation requests will be evaluated on a case-by-case basis. Such accommodations may include but are not limited to: additional frequency allowed for bathroom breaks, additional time allowed in between class periods, a larger desk or additional work space, and adjustments to requirements for physical education as needed. Students seeking additional reasonable accommodation should make such requests to the building principal.

#### Bullying and Harassment

Pregnant and parenting students have the same rights as other students to be free from discrimination, bullying, and harassment. Such school policies are incorporated herein and apply to all students.

#### Policy Dissemination

This policy will be available at the beginning of each school year on the district's website and will be incorporated into the student handbook.

Legal Reference: Neb. Rev. Stat. §§ 79-2149 to 79-2152; 79-2,114 to 79-2,124 (Nebraska Equal Opportunity in Education Act); 20 USC §1681 (Title IX); 34 C.F.R. §106.40 (Title IX)

Cross-Reference: Non-discrimination policies

Date of Adoption: [Insert Date]

Students

Bus Transportation

Regular bus transportation shall be provided to designated stops on bus routes, outside city limits, within the school district. Occasional exceptions to regular bus schedules shall require prior administrative approval.

Date of Adoption: [Insert Date]

Students

Use of School Buses

Chase County Schools may provide transportation for instructional purposes and for school sponsored activities, organizations, and groups. The district shall not operate as a “Carrier for Hire”.

Date of Adoption: [Insert Date]

Students

Special Education Transportation

Bus transportation shall be provided for students to facilities where they may receive instruction to the extent required by law. The State of Nebraska provides funding for such transportation. Arrangements will be made through the superintendent and administrators in the receiving institution.

Date of Adoption: [Insert Date]

Students

Safe Pupil Transportation Plan

The Superintendent or designee shall develop a safe pupil transportation plan to address student safety which addresses the following:

- # Weapons;
- # Pupil Behavior;
- # Terroristic Threats
- # Severe Weather;
- # Hazardous Materials;
- # Medical emergencies;
- # Driver/passenger procedures in the event of mechanical breakdowns of the vehicle;
- # Procedures in the event the drop-off location is uncertain or appears unsafe to leave students; and,
- # A procedure that requires pupil transportation vehicle operators to document and submit to designated school authorities the occurrence of any events covered by the Safe Pupil Transportation Plan that involved the pupil transportation vehicle operated by the driver, or any pupils transported in it.

A copy of the plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request.

Legal Reference: Neb. Rev. Stat. Sec. 79-318, 79-602, 79-607 and 79-608  
Title 92, Nebraska Administrative Code, Chapter 91

Date of Adoption: [Insert Date]

StudentsSafe Pupil Transportation Plan**Chase County Schools Safe Pupil Transportation Plan**

This Safe Pupil Transportation Plan sets forth the District's plan for providing safe transportation to students being transported in pupil transportation vehicles.

1. **Weapons-** Upon becoming aware of a weapon aboard a pupil transportation vehicle, the driver will make every attempt to:
  - A. Radio transportation dispatch and notify them of the situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location. Examples of a safe haven include, but are not limited to, any school building site, emergency service station (law enforcement or fire department), community service agency, etc.
  - B. Pull vehicle over to safe and secure area.
  - C. Confiscate weapon (if it doesn't jeopardize student or driver safety).
  - D. Give description of weapon and participating parties to dispatch.
  - E. Dispatch will immediately notify appropriate law enforcement agencies and school administration.
  
2. **Pupil behavior-** Students are expected to follow student conduct rules while in a pupil transportation vehicle. The pupil transportation driver is responsible for controlling behavior which affects safety and for reporting rule violations to school administration. In the event a student's behavior jeopardizes safety, the driver will make every attempt to:
  - A. First seek to resolve incident through discussion with the student(s) involved.
  - B. Radio transportation dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - C. Activate emergency flashers.
  - D. Bring vehicle to a safe stop. Seek to resolve the incident, using physical force only as necessary to protect students or yourself.
  - E. Report and document discipline problems to the school administrator on a Bus Conduct Report/Incident Form.
  
3. **Terrorist threats-** A person commits a terroristic threat if the person threatens to commit a crime of violence with the intent to terrorize another or with the intent of causing evacuation of a building, place of assembly or facility of public transportation or in reckless disregard of the risk of causing such terror or evacuation. Upon becoming aware of a terroristic threat relating to a pupil transportation vehicle, the driver will make every attempt to:

- A. Radio transportation dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Make every attempt to keep passengers calm (this may mean complying with the terrorist).
  - C. Dispatch will immediately notify appropriate law enforcement agencies and school administration.
  - D. Driver should wait for instructions from dispatch *if possible*.
- 4. Severe weather-** Upon becoming aware of severe weather while aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Radio transportation dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Return to the school if less than five minutes away and follow the directions of the school administrator.
  - C. If more than five minutes away from school, go to the nearest school and follow the directions of the school administrator.
  - D. If more than five minutes away from the nearest school or there is immediate danger, get to the nearest basement or underground shelter with all students.
  - E. If there is no shelter and there is immediate danger the driver and passengers are to follow evacuation procedures and get everyone off the vehicle into the nearest ditch or culvert at least 100 feet away from the vehicle.
- 5. Hazardous materials-** Upon becoming aware of a hazardous material aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Radio transportation dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Pull vehicle over to safe and secure area.
  - C. Give description of hazardous materials in question to dispatch.
  - D. Dispatch will immediately notify appropriate law enforcement and school administration.
  - E. Driver should wait for instructions from dispatch *if possible*.
- 6. Medical emergencies-** Upon becoming aware of a medical emergency aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Radio transportation dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Dispatch will immediately notify appropriate medical agencies and school administration.

- C. Driver should follow instructions from dispatch, school officials, and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures.
- D. **Only if necessary**, the driver should move passengers only enough to get them out of danger of traffic or fire. If moved, the driver and aide are to keep them where placed until a medical agency arrives, unless a parent has taken charge of their child.
- E. Driver should try to keep student passengers as calm as possible.

**7. Procedures in the event of mechanical breakdowns of the vehicle-** Upon becoming aware of a mechanical breakdown aboard a Pupil transportation vehicle, the driver will make every attempt to:

- A. Pull vehicle over to safe and secure area **if possible**
- B. Radio transportation dispatch and notify them of situation **if possible**. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
- C. Activate emergency flashers and place warning flares/reflectors in accordance with safety guidelines, if not in secure area.
- D. Driver should try to keep student passengers as calm as possible.
- E. Dispatch will arrange for assistance and a relief vehicle **if needed**.

**8. Procedures in the event the drop-off location is uncertain or appears unsafe to leave students.** In the event the drop-off location is uncertain or appears unsafe to leave students, the driver will make every attempt to:

- A. Radio transportation or otherwise communicate with dispatch to notify them of the situation if possible.
- B. Release children only if an adult responsible for the children is present. If not, keep children who are to be released in the vehicle, continue with route, and return children who were to be released to the school.
- C. Dispatch will notify appropriate law enforcement agencies and school administration if appropriate given the circumstances.

**9. Documentation under Safe Pupil Transportation Plan.** Each pupil transportation driver is required to complete and submit to the school administration a bus conduct report or incident report involving the pupil transportation vehicle operated by the driver or any pupils transported in it. Documentation is to include the occurrence of any of the following events: weapons, student behavior which affects safety, terroristic threats, severe weather, hazardous materials, or medical emergencies. Documentation of such events shall be completed and submitted as soon as practicable after the incident.

**10. Transportation of Unsafe Items.** Drivers shall not permit pupil transportation vehicles to transport any items, animals, materials, weapons or look-a-like weapons or equipment which in any way would endanger the lives, health or safety of the children or other passengers and the driver. Look-a-like weapons associated with a school sponsored or approved activity may be transported only with written permission of a school administrator. Any items that would break

or could produce injury if tossed about inside the pupil transportation vehicle when involved in an accident or sudden stop shall be secured.

**11. Supplemental Information.** A copy of this plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request. Supplemental information with respect to operational and procedural guidelines used to administer this plan can be found in the District's safety and security plan adopted pursuant to 92 NAC10 and in the Nebraska Department of Education Pupil Transportation Guide.

Legal Reference: Neb. Rev. Stat. §§ 79-318, 79-602, 79-607 and 79-608  
Title 92, Nebraska Administrative Code, Chapter 91

Date of Adoption: [Insert Date]

StudentsAsthma and Allergic Reaction Protocol

*This is a required policy under NDE Rule 59.*

The District will adopt and implement the Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis Protocol as required by the Nebraska Department of Education.

The Superintendent, in conjunction with licensed health personnel, shall establish administrative regulations for the implementation of this policy. The regulations established shall comply with NDE rules regarding the protocol to follow in case of a life-threatening asthma or systemic allergic reaction and use of an EpiPen and albuterol. Also, these shall ensure that each school building will procure and maintain the equipment and medication necessary under the protocol in the case of any student or school staff emergency. Staff training in using the protocol shall occur periodically. Records of such training and occurrences of administering medication under the protocol shall be maintained.

The Emergency Protocol shall be implemented, and the equipment and medication necessary to implement the Emergency Protocol shall be maintained, at each school building while school is in session. For purposes of the Emergency Protocol, the phrase "while school is in session" is defined as the core instructional school day. The "core instructional school day" is defined as that portion of each day school is in session during which teachers are on duty to provide and students are scheduled to receive instruction in the School District's curriculum, generally beginning at 8:00 a.m. and ending at 3:30 p.m. The Emergency Protocol shall not be required to be implemented other than in the school buildings while school is in session, and as such is not required to be implemented at extracurricular activities, on school buses, or during school field trips. Implementation of the Emergency Protocol at such non-mandatory times or places shall be made in the discretion of the administration and shall be subject to the availability of the employees designated or trained in implementation of the Emergency Protocol and the availability of the necessary equipment and medication at such times or places.

The parent or guardian of a student of minority age may sign a waiver requesting that their student not receive emergency treatment under this protocol. Information about the waiver shall be provided to parents in the student handbook.

Legal Reference: NDE Rule 59.006

Cross Reference: Policies on Administration of Medication to Students

Date of Adoption: [Insert Date]

**WAIVER OF EMERGENCY RESPONSE TO  
LIFE THREATENING ASTHMA OR  
SYSTEMIC ALLERGIC REACTIONS PROTOCOL**

Chase County School District

Student Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

School: \_\_\_\_\_ Grade: \_\_\_\_\_

I am aware of the school policy that provides a protocol to follow by school personnel to administer EpiPen/albuterol to a student when it is determined that the student is suffering a life-threatening asthma or systemic allergic reaction while school is in session.

After considering the school policy and the best interests of my child, \_\_\_\_\_, I do not wish to have him/her given or administered albuterol or medication from an Epi-Pen by school personnel under any circumstances for the 20\_\_\_\_ - 20\_\_\_\_ school year.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Guardian/Custodian

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature of Physician

**DO NOT** return this form **without** a physician's signature supporting your request to remove your child from the protocol.

ASTHMA AND ALLERGIC REACTION PROTOCOL

**EMERGENCY RESPONSE TO LIFE-THREATENING ASTHMA OR SYSTEMIC ALLERGIC REACTIONS (ANAPHYLAXIS)**

**DEFINITION:** Life-threatening asthma consists of an *acute episode of worsening airflow obstruction. Immediate action and monitoring are necessary.*

A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak, **AND DEATH CAN OCCUR.** Immediate allergic reactions may require emergency treatment and medications.

**LIFE-THREATENING ASTHMA SYMPTOMS:** Any of these symptoms may occur:

- Chest tightness
- Wheezing
- Severe shortness of breath
- Retractions (chest or neck "sucked in")
- Cyanosis (lips and nail beds exhibit a grayish or bluish color)
- Change in mental status, such as agitation, anxiety, or lethargy
- A hunched-over position
- Breathlessness causing speech in one-to-two word phrases or complete inability to speak

**ANAPHYLACTIC SYMPTOMS OF BODY SYSTEM:** Any of the symptoms may occur within seconds. The more immediate the reactions, the more severe the reaction may become. Any of the symptoms present requires several hours of monitoring.

- Skin: warmth, itching, and/or tingling of underarms/groin, flushing, hives
- Abdominal: pain, nausea and vomiting, diarrhea
- Oral/Respiratory: sneezing, swelling of face (lips, mouth, tongue, throat), lump or tightness in the throat, hoarseness, difficulty inhaling, shortness of breath, decrease in peak flow meter reading, wheezing reaction
- Cardiovascular: headache, low blood pressure (shock), lightheadedness, fainting, loss of consciousness, rapid heart rate, ventricular fibrillation (no pulse)
- Mental status: apprehension, anxiety, restlessness, irritability

**EMERGENCY PROTOCOL:**

1. **CALL 911**
2. Summon school nurse if available. If not, summon designated trained, non-medical staff to implement emergency protocol
3. Check airway patency, breathing, respiratory rate, and pulse
4. Administer medications (EpiPen and albuterol) per standing order
5. Determine cause as quickly as possible
6. Monitor vital signs (pulse, respiration, etc.)
7. Contact parents immediately and physician as soon as possible
8. Any individual treated for symptoms with epinephrine at school will be transferred to medical facility

**STANDING ORDERS FOR RESPONSE TO LIFE-THREATENING ASTHMA OR ANAPHYLAXIS:**

Administer an IM EpiPen-Jr. for a child less than 50 pounds or an adult EpiPen for any individual over 50 pounds. Follow with nebulized albuterol (premixed) while awaiting EMS. If not better, may repeat times two, back-to-back Administer CPR, if indicated.

\_\_\_\_\_  
(PHYSICIAN) Date

\_\_\_\_\_  
(PHYSICIAN) Date

\_\_\_\_\_  
(PHYSICIAN) Date

\_\_\_\_\_  
(PHYSICIAN) Date

# CHASE COUNTY SCHOOLS ACTIVITIES HANDBOOK

The athletic program at Chase County Schools is designed to provide opportunities for those students who desire competitive activity in athletics.

It is the policy of Chase County Schools not to discriminate on the basis of race, color, national origin, sex, marital status, or handicap in its educational programs.

Any boy or girl is welcome to participate in any of the interscholastic teams available to them providing he/she meet the requirements established by the State Activities Association and the school, and he/she agree to follow the guidelines established in this booklet.

A great athletic tradition is not built overnight; it takes the hard work and dedication of many individuals over many years. As a member of an interscholastic team, the athlete has certain responsibilities to uphold. An athlete is one who accepts these responsibilities. The responsibilities are to broaden yourself and develop strength of character.

You owe it to yourself to always do whatever you do in life to the best and fullest of your ability.

An athlete, has a responsibility to both school and community. The student body, the community, and other communities judge our school on the participants conduct and attitudes, both on and off the field. Because of this leadership role, athletes contribute to our school and community image. Making our school proud of you and your community proud of your school, by your performance and your devotion to high ideals. Do not let the younger students down. They will imitate you in many ways. Give them something worth copying.

Because a great winning tradition is wanted at Chase County High School, the coaches believe that they have a responsibility to give the community the best possible team with the available talent. Winning will always be utmost in every coach's mind, but they are well aware of what must be done to win and win in the proper manner.

All students who want to take part in the athletic tradition established at CCS will have to accept the responsibilities which are set up for every member of all teams.

These guidelines are drawn from the philosophies of the present coaching staff, administration, present athletes, and existing school policies and from the policies set up the Nebraska Association of High School Activities.

## POLICIES AND REGULATIONS GOVERNING STUDENT PARTICIPATION IN CO-CURRICULAR ACTIVITIES

### I. NEBRASKA SCHOOL ACTIVITIES ASSOCIATION RULES

- A. Chase County High School is a member of the NSAA which is a voluntary organization of public and parochial schools of Nebraska, organized for the purpose of promoting and regulating the competition between schools in which is generally known as the co-curricular activities. Chase County High School is subject to and governed in part by the rules and regulations for co-curricular activities of the NSAA, which rules and regulations are incorporated into and made a part of this policy by this reference. These rules and regulations include, but are not limited to such subjects as eligibility, entry fees, awards, seasons, practices, summer activities, out of state contests, state-wide contests, Sunday contests, physical examinations, participation on non-high school teams in non-school competition, all-star competition, amateur rules, assumed names, prohibited activities, playing rules, equal opportunity for participation, and sports sponsored by the association.
- B. These rules and regulations are available for inspection and review in the office of the school superintendent, principal, and athletic director. NSAA has a due process appeal procedure for alleged violations of their rules and regulations which will be followed by Chase County High School.
- C. Summary of NSAA Rules as to Eligibility of Participants:  
All Students must be undergraduates, must be high school students in regular attendance, taking at least 20 semester hours per week, and must have become regular in attendance on or before the 11<sup>th</sup> school day of the semester in which the activity takes place. Exception: when a student is prevented from becoming regular in attendance because of personal illness or quarantine, this rule may be waived upon presentation to the NSAA offices of satisfactory evidence of the cause of such late registration. No other excuse for late registration shall be accepted towards meeting this eligibility requirement.

STUDENTS ARE INELIGIBLE IF THEY:

1. Have graduated from high school.
2. Are not enrolled in at least twenty hours per week and are not regular in attendance.
3. Were not enrolled in some high school on or before the 11<sup>th</sup> school day of the current school year.
4. Were 19 years of age before August 1.
5. Have attended a four year high school more than 8 semesters or a three year high school more than 6 semesters.
6. Were not enrolled in school the immediate preceding semester.
7. Did not receive 20 semester hours of credit the immediate preceding semester.
8. Compete in any athletic contest during the season of the sport involved either as an individual or a member of an outside team unless he is representing his school.
9. Participate in an all-star team while still a high school undergraduate.
10. Participate under an assumed name.
11. Do not keep their amateur status.
12. Participate on the varsity level for a high school not in the district where their parents reside.
13. Participate on the varsity level for a high school after their parents have moved from that school district and the student stays behind in school. There are exceptions to this rule and the student should check with the athletic director before competing.

PRACTICE REGULATIONS:

No organized practice in any sport shall be held during the school year between the close of a season of a sport and the opening day of practice for that sport the following school year.

FOOTBALL: An organized practice shall mean more than five players under the direct supervision of a sponsor.

BASKETBALL, SOFTBALL, VOLLEYBALL: An organized practice shall mean more than four players under the direct supervision of a sponsor.

CROSS-COUNTRY, TRACK, WRESTLING, GOLF: An organized practice shall mean more than three players under the direct supervision of a sponsor.

CONDITIONING PROGRAMS: A coach may organize and supervise a year-round conditioning program to include weight lifting, running and exercising for all students. Such a conditioning program shall be general in nature, and no individual skills of any sport may be taught.

Conditioning sessions shall be no longer than 60 minutes in length and no member shall participate in more than one session per day.

SUMMER ACTIVITIES: From the close of school for the second semester until the opening of the fall sport season, there shall be no restriction on athletes or on high school coaches working with athletes. A member school however, may not sponsor a team nor individual, provide uniforms or individual player equipment, or otherwise be responsible for students in summer competition.

A school may organize a clinic in any sport after the school is closed for the second semester or June 1, whichever is later, through the first weekend in August. No clinic in any sport shall exceed three weeks in duration and that three weeks shall be defined as twenty-one (21) calendar days to run consecutively from the beginning date of the clinic.

OFF-SEASON PRACTICE REGULATIONS: In order that we may always have a well-rounded athletic program at Chase County High School, and because of limited facilities for some sports, the following guidelines will be followed concerning off-season unorganized practices:

- a. No athlete will work out under the supervision of a coach or use school facilities during the school year until five weeks before the first organized practice date scheduled for the next sport season. During the time between the close of the school term and organized fall practices there will be restrictions on unorganized practices.
- b. No athlete will use school facilities without the permission of one of the coaches. That permission will

be granted by the athletic director upon request from one of the coaches.

- c. Nothing will be done by any coach or athlete to take away from the sport in season.
- d. Coaches will encourage their athletes to participate in other sports during the off-season.
- e. Daily off-season practices will always start after the practices of the sport in season and will be concluded before the daily practice ends so as not to interfere in any way with the sports in season.
- f. No individual will be allowed to change sports during a season unless he/she has the approval of the coach of the sport they are dropping.
- g. If an individual is dropped from a squad because of disciplinary reason by the coaching staff, he/she may not practice for the next sports season using school facilities or under the supervision of a coach until the sport from which he was dropped is completed.
- h. If an individual is cut from a squad by the coaching staff, he/she may participate in another sport of that season if permissible under the rules of the Nebraska School Activities Association. (This means an individual must wait seven (7) days before competing on the second sport of that season.)

PARTICIPATION ON OTHER TEAMS: Any individual who is a member of any Chase County Schools Interscholastic athletic squad cannot participate in any other organized sport, in school or out of school, during the period that he is a member of a CCS interscholastic squad. Example: town team basketball or open golf tournament.

#### TEAM TRAVEL:

Transportation: The policy of Chase County Schools is to provide transportation to most out of town school activities. All students are required to ride school transportation to and from activities in which they are directly involved. The only exception to this rule will be a written excuse signed by the **parent**, stating the student has been released to the parent. If a student leaves the out-of-town activity or does not ride back on the transportation provided, unless excused by the sponsor of that activity, that student will be prohibited from attending out-of-town school sponsored activities for a 9-school week period of time.

Bus safety is of utmost importance at all times. When leaving the bus, students must use the exit doors provided. The emergency doors are to be used **ONLY** in the case of extreme emergency.

- a. Dress: Dress of team members should be clean, neat and in good taste. Coaches will be responsible for assigning dress code for teams.
- b. Meals: With the exception of state tournaments or meets, the school will not provide meals, nor will athletes be reimbursed for meals. When an athletic team eats while traveling to or from a contest, it shall be the responsibility of the team members and/or coaches to arrange for payment.

#### ATHLETIC PARTICIPATION AT THE COLLEGE LEVEL:

Any CCS athlete who desires to participate in athletics at the college level upon completion of high school, needs to be aware of academic requirements in order to be eligible his/her freshman year of college. CCS students should begin early (sophomore year) in preparation to meet these academic requirements. The activity director can assist in meeting NCAA and NAIA college academic requirements while in high school.

#### PARTICIPATION AND ATTENDANCE

A team member is not allowed to practice or participate unless he or she is in school no later than 11:30 AM on the day of the contest or practice. If the contest is on a non-school day and the individual was absent the day prior to the activity, he/she must gain permission to participate from the Activity Director. Upon approval from the Activities Director and Principal, students may be allowed to participate under unique circumstance.

Participants are expected to be at all practices scheduled by the coach. Should a participant not be able to attend a practice, he/she must contact the coach in advance. Exception: When the participant is absent from school he/she does not need to notify the coach; however, most coaches appreciate knowing the reason the participant is absent from school.

#### STARTING, DISMISSAL AND LENGTH OF PRACTICE:

All starting times of practices will be designated by the individual coach. Due to limited facilities, some practice starting times will be set by the activities director. All athletes are expected to be on the field or court at the time set by the coach.

In order that athletes and their parents may plan accordingly and for the welfare of the athlete and to aide in family scheduling, the suggested length of practice is 2 ½ hours. The coach must use his/her own judgment.

#### EQUIPMENT:

The athletic department furnishes the athlete with as much of the equipment as is feasible. Participants will be required to provide basic needs. We have good equipment, and in case of contact sports, our athletes are well protected.

All equipment will be checked out to individuals at the beginning of the season by the coach in charge. The athlete will be responsible for this equipment and should be prepared to pay for the cost of replacing any item that is not checked in at the end of the season in reasonable condition.

~~It~~ It is the responsibility of the athlete to check in the equipment at the end of the season or immediately should he/she quit or be cut from a sport. If an athlete fails to check in equipment at the designated time, he/she will be expected to pay for the cost of replacement.

At no time should athlete wear equipment checked out to him/her except for practices and contests.

#### HEAD INJURIES TO ATHLETES:

An athlete receiving a head injury resulting in any partial or complete loss of consciousness must be cleared, before being allowed to resume practice or competition. Where and when this injury takes place is not a factor (during practice, games, at home, at work, during other recreational activities, etc.) Once the coaching staff becomes aware of such a head injury to an athlete, that athlete is to be held from all physical activities until cleared by a medical doctor. The individual giving a medical opinion must do so within the scope of his/her training and within the limits defined by state statutes as to services which can be legally performed by the field of practice to which the individual belongs. Parents MAY NOT waive the safety rights of the child or assume the safety rights themselves.

#### CHASE COUNTY SCHOOLS LETTERING REQUIREMENTS:

To earn a letter in any varsity sport at Chase County High School, the following requirements are taken into consideration:

1. Completion of all games or practices, whichever is longer.
2. Care of equipment.
3. Cooperation with team, coach, and facility.
4. Contribution, participation, attitude, and conduct displayed during practice, road trips, and competitive play.
5. The use of self-discipline.
6. Attendance of practice regularly.
7. Coaches' discretion.
8. Playing Requirements are as listed.

Any senior who has competed in a sport for four years and has conducted himself/herself in the best interest of the team, but has failed to accumulate the required amount of playing time may be granted a letter.

#### PLAYING REQUIREMENTS:

##### VOLLEYBALL:

1. A girl must play in as many varsity games as there are matches. (One match equals two out of three games.)

OR

2. Play in two matches at the SPVA, District, or State Tournament.

BOYS AND GIRLS TRACK:

1. Score 1 point in a major meet. (Four or more schools)

OR

2. Score 5 points in a dual or triangle.

WRESTLING:

1. A boy can earn a varsity letter in wrestling on the varsity team by fulfilling the following requirements:
  - a. Earn 40 points that are accredited toward team points (points earned in the following manner):
    1. Team points earned as record for team score.
    2. Effort determined by the coach (1 pt. per match).
  - b. Qualify for state.
  - c. As a senior who has wrestled for four (4) years.
  - d. Coaches' discretion.
2. A wrestler may lose his letter points accumulated by not making the weight he has challenged for during the week.

GOLF

1. Earn a medal in a major meet. (A major meet is four or more teams.)

FOOTBALL

1. Play in as many quarters as games played, plus three additional quarters.

BOYS AND GIRLS BASKETBALL

1. Play in as many quarters as games scheduled.
- OR
2. Play 3 quarters in a Holiday, SPVA, or District game,
- OR
3. Play 1 quarter in the State Tournament.

CROSS COUNTRY

1. Qualify as an individual for the State Cross Country meet.
- OR
2. Qualify as a team for the State Cross Country Meet
- OR
3. Be in a team count in at least two (2) meets during the year.

SOFTBALL

1. An athlete must play in as many varsity innings as there are varsity games played during the season or play in a district or state tournament game.

MANAGERS & STATS KEEPER

1. Earning a letter for these individuals is at the individual discretion of the head coach in each sport.

LETTERING REQUIREMENTS:

Each time an individual letters in a sport, he/she will be awarded a letter certificate by the coach of that sport at the conclusion of the year. The first time that an individual letters in any sport he or she will be awarded, by the coach of the sport, the standard chenille letter representative of athletics of Chase County Schools.

At CCS all requirements are based upon varsity competition.

HATS:

In order to provide protection from the sun, team members attending golf meets and track meets may wear a team hat during these contests. The hat ~~must~~ should be the official team hat, designed and selected by the coaches of that sport, as part of the official track or golf

uniform. Athletes wishing to wear these team hats must purchase the official team hat at their own expense. Other hats may be approved by the coaching staff.

#### DRESSING ROOM POLICIES:

All athletes should be under the direct supervision of a coach or aide while dressing. An athlete must not linger in the dressing room, be rowdy, or endanger the safety of others. The coach will deal with all cases of misconduct.

Athletes are to respect all equipment and supplies in the training room. Coach's offices and equipment rooms are off-limits to athletes except student managers. EXCEPTION: When the athlete is asked to enter for a conference by the coach.

#### PRE-PRACTICE REQUIREMENTS:

Athletes must meet the following requirements before they start practice:

1. Return a completed medical physical form to the athletic director.
2. Return to the athletic director's office the sheet found attached to these guidelines giving the following:
  - a. Permission to participate in the Athletic Program.
  - b. Athlete's agreement to athletic guidelines.
  - c. Parental agreement to athletic guidelines.
  - d. Payment of any required fees.

#### ELIGIBILITY

The school follows the eligibility requirements established by the Nebraska School Activities Association. The part of their established eligibility requirements which athletes should be aware of are:

"To be eligible, the student must be taking at least twenty semester hours of instruction per week at the school the student represents in interscholastic competition."

"To be eligible, a student shall have credit on the school records for twenty semester hours of work for the immediate preceding semester."

All transfer students new to the school system must have their eligibility approved by the Nebraska School Activities Association prior to any competition. This approval should be initiated through the activity director's office.

The activity director and the coaching staff shall reserve the right to withhold any student from participation should that student break guidelines established and published in the student handbook.

#### Student Eligibility Policy-

Students must meet weekly academic eligibility requirements. An ineligible list will be run by 9:00 AM on first school day of the week and be finalized by 9:00 AM the following day. Students failing two or more classes will be deemed ineligible to participate in all school activities starting on Tuesday at Midnight and remain ineligible until the following Tuesday at Midnight. Each Monday all teachers will report the names of students whose averages are D or F. These students will be placed on a Down List. Students who are on the Down List for one F each week will be ineligible to participate in any activity that is not required part of a regularly scheduled class. The ineligibility period will be from Tuesday to Tuesday. In determining whether or not a student is failing, the teacher should consider the student's grade as of the time the report to the office is made. At the beginning of each quarter students will have a two week "grace" period to establish passing academic grades before the weekly eligibility policy takes effect.

#### ACTIVITIES ON CHURCH NIGHT AND SUNDAYS

According to the Nebraska School Activities Association, no athletic contest shall be held on Sunday. In addition to this, the school wishes to work cooperatively with the churches of the community.

The policy of the Imperial Athletic Department is as follows: There will be no activities scheduled (practice included) on Wednesday evening after the regular practice ends. The only exception to this is when an athletic team is required to play in conference, district or state competition.

Athletic policy also includes that there will be no activities scheduled for Sunday. EXCEPTION: When a varsity team is required to play a contest on Monday, practices may be scheduled on Sunday afternoon. For all such practices, permission must first be granted through the athletic director's office.

### CODE OF CONDUCT

The coaching staff and school administration acknowledge that our athletes must meet demands that nonparticipants do not. Athletics are very demanding upon an individual both mentally and physically, this code of conduct should be followed:

1. Students planning to participate in activities are expected to report for the activity at the beginning of each season. If there is a change in activity approved by the coach or supervisor, the participant will report as soon as allowed.
  2. Participants are required to attend all scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach. Every reasonable effort should be made to notify the coach or supervisor prior to all missed practices or meetings.
  3. Appropriate language is required..
  4. Good sportsmanship shall be observed during practice sessions and contests.
  5. The use or possession of tobacco, drugs (other than those prescribed by a physician) or alcoholic beverages, in any form, is prohibited.
1. All other reasonable rules or regulations adopted by the coach or supervisor of a co-curricular activity shall be followed provided that participants shall be notified of such rules and regulations by written handouts or posting on bulletin boards prior to the beginning of the season.
  2. Appearance: Athletes will always be neat, clean and well-groomed.
  3. All athletes will be expected to follow the hours established by their respective coach. As a general rule, an athlete should be home by 10:00 P.M. the night before an activity and by 12:00 A.M. on any weekend night.
  4. CHAMPIONSHIP LIVING: Since athletics are very demanding, an athlete should use good judgment in such things as his/her outside interest—such as dating, parties, and automobiles. An athlete is not only representing himself, but also his/her school and community. The following activity policy covering all activities of Chase County High School.

The following conduct may constitute grounds for suspension from practices, participation in interscholastic competition or other participation in co-curricular activities, when such conduct occurs on school grounds; or during an educational function or event off school grounds, or off school grounds during the season of the particular activity.

1. The use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes.
2. Willfully causing or attempting to cause substantial damage to private or school property, stealing or attempting to steal private or school property of substantial value, or repeated damage or theft involving private or school property of small items.
3. Causing or attempting to cause physical injury to a school employee or to any students. Physical injury caused by accident, self-defense or other action undertaken on the reasonable belief it was necessary to protect some other person shall not constitute a violation of this subdivision.
4. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from such student.

5. Knowingly possessing, handling, or transporting any object or material that is ordinarily or generally considered a weapon.
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or alcoholic liquor.
7. Engaging in any other activity forbidden by the laws of the State of Nebraska, Chase County, or the City of Imperial which activity constitutes a danger to other students or interferes with school purposes.

TOBACCO, ALCOHOL, AND ALL ILLEGAL DRUGS  
DRUG USE BY ATHLETES

~~————The use or possession or being under the influence of intoxicants or controlled drugs in or on school property or while in~~

~~The use of tobacco, alcohol, and illegal drugs is prohibited. Please review the Chase County Schools Student/Parent Handbook for a description of consequences for violation the policy.~~

~~attendance at any school-sponsored event, activity or athletic event is prohibited. This rule also applies to any vehicle that is being~~

~~used to transport students to or from a school or a school event.~~

~~————Any athlete in violation of these provisions shall be subject to removal from school property and shall be subject to prosecution in accordance with the provisions of the law.~~

~~————Athletes found, convicted or adjudicated to be in the possession of, or use of alcoholic beverages and/or illegal drugs shall be suspended from athletics for the specified number of days. This suspension shall be in force for 40 calendar days. The 40 days shall begin the date that the school officials determine there has been a violation of this policy. Athletes who self-report an off-school violation of this policy to the school administration or head coach within 48 hours of the time the violation occurs shall have their suspension reduced to 25 days. If the athlete expects to participate in that sport after the suspension, the athlete must practice with the team, but will not be allowed to participate in any varsity or non-varsity contest during the suspension time.~~

~~————Information about any available drug and alcohol counseling, rehabilitation, and re-entry programs can be obtained from either the guidance counselor or the school nurse.~~

TOBACCO USE BY ATHLETES

~~————Use and/or possession of tobacco products by athletes at any time, either during school hours or outside school hours, is prohibited and punishable under the school discipline codes. Athletes found to be in the possession of or using any tobacco products at any time during the season in which the athlete is participating shall be suspended from athletic contests and team travel for a period of 25 days. If the athlete expects to participate in that sport after the suspension, the athlete must continue to practice with the team during the 25 day suspension from contest.~~

PROCEDURE FOR DUE PROCESS AT CCS

Due process is a procedure, which the courts of law recognize as a necessary part of any rules and regulations. Due process furthermore, and of primary importance, recognizes the rights of the individual since it outlines his/her recourse in the event he/she feels a wrong decision has been made. The due process steps outlined hereafter is the procedure for an athlete and his/her parents to follow in appealing decisions relating to eligibility to participate in activities sponsored by Chase County Schools. It should be understood that athletes and parents will be expected to follow the due process steps in the event legal action should be initiated at some later date.

The following steps should be followed in the enforcing of all rules and regulations adopted by the Board of Education concerning the conduct and eligibility of students participating in inter-school activities.

1. The school administration and activity sponsors should recommend rules and standards to govern the student of their school that participate in inter-school activities. These rules and regulations should be reasonable, should not be discriminatory, and should be related to the purpose of the activity.
2. The rules and standards governing the students participating in inter-school activities should be adopted by the school district's Board of Education. The rules and standards should become a part of the Board of Educations written policy.
3. The school administration must inform all participants in inter-school activities of the rules and standards regarding conduct and their eligibility to participate, as well as the penalty if these rules and standards are violated.
4. In the event of an alleged infraction, an administrator of the school in which the alleged infraction occurred shall investigate the alleged infraction.
5. If the investigation discloses the probability of an infraction, a school administrator should hold a hearing. Notice of the hearing should be given to the student. The notice should contain an outline of the alleged infraction. Witnesses should testify, the student should be given an opportunity to confront such witnesses, the student may be allowed counsel if he/she desires it and the student should be given an opportunity to call witnesses.
6. A statement of findings of facts from the hearing shall be compiled and the student and parents provided a copy.
7. The administrator should make a decision on the case and inform the student of such. A written statement should be given to the student and parents.
8. If the athlete and his/her parents are not satisfied with the findings of the hearing, a second hearing may be requested before the next highest administrative level of the school system. (The order will be athletic director, principal, superintendent, school board.) The school administrator must receive in writing a request for such a second hearing within fourteen (14) days of the notification of the decision of that first hearing.
  - a. The student will be provided with an opportunity to testify, question, and present other evidence on his/her behalf at the hearing. A counsel may be present.

Proceedings of the hearing, including the decision, will be put in writing and a copy of these proceedings will be mailed to the athlete and his/her parents.

#### NSAA DUE PROCESS PROCEDURE

Due process procedures governing all alleged violations of Nebraska School Activities Association rules involving the Constitution, Bylaws or approved rulings are available for view upon request in the Activity Director's office.

#### GUIDELINES FOR THE USE OF THE LONGHORN GYM

Student refers to those in grades 7-12. Gym refers to the Longhorn Gym.

1. The school gym will not be available to students during the time that practices are scheduled.
2. During a time in which a sport is on-going the school gym is available to students in the morning from approximately 7:00 AM-~~7:45~~ ~~8:00~~AM and again after 7:00 PM with the prior coordination with either a coach or the AD's Office in the Longhorn gym. The gym would be available after school (if the schedule allows in the Longhorn) and in the mornings when a team's sport is completed and prior to the start of the next "formal" start of practices, for example between the end of winter season and the start of "spring practice". There would be NO "games" being played during this time, i.e.... no pick-up basketball. In the event that a coach wants to schedule a scrimmage or game type situation this needs to be coordinated through the AD's office.

The intent for allowing the use of the gym is for skill development not "game playing".

#### GUIDELINES FOR THE USE OF THE WEIGHT EQUIPMENT:

1. The equipment will be kept in an assigned area and will never be used unless the student or athlete has permission from one of the coaches. The coach should give the student or athlete a program to follow if permission to use the weight equipment has been given.
2. The equipment will be used for the following purposes and in the following priorities:
  - a. Physical education instruction-physical fitness program.
  - b. By the sport in the season-program to be designed by the head coach.
  - c. Off-season work outs.
  - d. Conditioning program for the athletes after regular programs have started.
  - e. Summer conditioning program for all athletes.
  - f. Adult education-physical fitness program.

#### SELECTION OF ATHLETIC SQUADS:

Athletic teams will carry the largest possible number of athletes in order to give as many students the opportunity to develop their skills in practice and games as possible. In selecting an athletic squad, consideration will be given to facilities, equipment available, scheduling, and coach-athlete ratios. Traveling squads may be limited because of space available on buses and/or vans, and/or when athletes will not be competing in a contest (example: five golfers make up a golf team at a meet, fourteen players constitute a team at District Basketball, etc.). Seniors, who do not have the athletic ability to compete with underclassmen, will be advised of the situation by the head coach as early in the season as possible. No student will be selected to the athletic squad simply because he/she is a senior. On all squads, at all levels of competition, the CCS philosophy is to play as many athletes as possible while remaining competitive.

Practice squads at CCS will not be limited; however, not all participating students will be selected to the inter-school competition squads. Those sports are given below:

- 1) VOLLEYBALL: All 9<sup>th</sup> graders participants will be part of the freshman team.
- 2) GIRLS' BASKETBALL: All 9<sup>th</sup> graders will be part of the freshman team.
- 3) BOYS' BASKETBALL: All 9<sup>th</sup> graders will be part of the freshman team. All 10<sup>th</sup> graders who will be part of the sophomore team.

## **CHASE COUNTY HIGH SCHOOL ATHLETIC HANDBOOK 2018-2019**

I have received the ~~2017~~2018-2019 Chase County High School Athletic Handbook, I realize it is my responsibility to read this handbook and abide by the rules and regulations set forth there in.

DATE \_\_\_\_\_

Athlete's Printed Name \_\_\_\_\_

Athlete's Signature \_\_\_\_\_

Parent's signature \_\_\_\_\_

# **CHASE COUNTY SCHOOLS**

## **STUDENT-PARENT HANDBOOK 2018-2019**

**Chase County Schools**

**520 E 9<sup>th</sup> Street  
Imperial, NE 69033  
308-882-4304**

# STUDENT - PARENT HANDBOOK OF CHASE COUNTY SCHOOLS 2018-2019

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**Chase County Schools Parent-Student Handbook  
2018-2019 School Year**

**Foreword**

**Section 1 Intent of Handbook**

This handbook is intended to be used by students, parents and staff and patrons as a guide to the rules, regulations, and general information about Chase County Schools. Each student is responsible for becoming familiar with the handbook and knowing the information contained in it. Parents are encouraged to use this handbook as a resource and to assist their child in following the rules contained in this handbook.

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

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\*Executive Organization (Appendix B)

## Foreword

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### Section 6 School Calendar

## **Article 1 – Mission and Goals**

### **Section 1 School Mission Statement**

Welcome to Chase County Schools. The Board of Education, administration and staff are committed to meet the challenge, exceed expectations, and continue our legacy of excellence.

### **Section 2 Goals and Objectives**

The goals and objectives of the Chase County Schools are to provide:

1. A curriculum that is based on state standards; comprehensive, coordinated, and sequential and is directed toward locally approved goals and standards for student learning. It draws upon research, best practice, and reputable theory and provides the foundation for standards based instruction. The instructional program focuses on achievement and provides for the diverse learning needs of all students including learners with disabilities and high ability learners. Curriculum and instruction help students develop content and skill mastery, analytical thinking, problem solving, work ethics, creativity, and respect for diversity.
2. An instructional program that focuses on achievement and provides for the needs of all students including learners with disabilities and high ability learners. It draws upon research, best practice, and reputable theory broad enough yet with sufficient depth to allow education for all of the students.
3. Assessment procedures and results that assist teachers in planning and providing appropriate instruction for all students. Assessment results also provide information for monitoring program success, and for reporting to parents, policy makers, and the community. The school periodically reviews procedures to improve assessment quality and increase student learning. The information assists schools in establishing and achieving improvement goals.
4. A library/media/technology program that provides a wide range of accessible print and electronic resources that expand opportunity for learning, contribute to information literacy, support the local curriculum, and enhance and enrich learning experiences for all students. The program provides materials through onsite and electronic access that complement, supplement, and enrich curriculum and instruction. It facilitates research, supports and encourages personal interest in reading and the study of current events, and develops technological and other skills for accessing, evaluating, and using resources.
5. Instructional staff who have appropriate training and preparation to work with the students assigned to them, who are knowledgeable of principles of child growth and development and of the curriculum content for which they are responsible, who use teaching strategies that engage students actively in learning, and who help students understand and apply content across subject areas. Staff development activities that support the school's efforts in curriculum development, instructional improvement, assessment, and general school improvement to achieve school improvement goals.
6. Administration that exercises leadership in the development and implementation of school goals and policies. Administrators who demonstrate leadership in

## Article 1 – Mission and Goals

- management and operation of the school system and in the improvement of curriculum and instruction. Building administrators who provide leadership to curriculum, instruction, assessment, and school improvement. They guide staff and students in achieving goals and fulfill other functions supportive of quality learning.
7. A systematic ongoing process that guides planning, implementation, and evaluation and renewal of school improvement activities to meet local and statewide goals and priorities. The school improvement process focuses on improving student learning. The process includes a periodic review by visiting educators who provide consultation to the school/community in continued accomplishment of plans and goals.
  8. A school system that demonstrates accountability to the school community. School staff periodically assesses and reports student progress toward accomplishment of academic content standards. Results are used to plan and make needed changes to improve instruction for all students.
  9. School facilities and a general environment that supports quality learning. Facilities and grounds are safe, orderly, and well maintained, and facilities that have adequate space, lighting, and furnishings. The system has plans or provisions for climate-controlled buildings to the extent feasible. The environment is emotionally safe and supportive and promotes respect, trust, and integrity.
  10. A Board of Education that governs through orderly procedures which focus efforts of the school upon quality learning, result in equitable opportunities for learning for all students, and insure accountability to the local community.
  11. An activities program that is scheduled outside the regular school day, focuses on active participation of all students involved in the activity, and promotes a positive image of the school and community.
  12. A welcoming environment for parents and the community.

### **Section 3 Mutual Respect**

The Chase County Schools expects every staff member and student to be treated with respect and dignity. A show of disrespect toward a staff member or insubordination on the part of students will not be tolerated.

### **Section 4 Complaint Procedures**

The proper procedure for a parent or student to make complaints or raise concerns is to begin with the school employee who is most immediately or directly involved in the matter, as illustrated in the complaint procedure set forth below. There are specific procedures to address certain complaints or concerns, such as discrimination or harassment, bullying, disciplinary actions. Those procedures should be used where applicable.

1. Complaint procedure
  - Step 1. Schedule a conference with the staff person most immediately or directly involved in the matter.
  - Step 2. Address the concern to the Principal if the matter is not resolved at Step 1.
  - Step 3. Address the concern to the Superintendent if the matter is not resolved at Step 2.

## Article 1 – Mission and Goals

Step 4. Address the concern to the Board of Education if the matter is not resolved at Step 3.

### 2. Conditions Applicable to All Levels of Complaint Procedure

All information to be considered at each step should be placed in writing in order to be most effective. Action or decisions will be expedited as quickly as possible, typically within ten (10) calendar days, depending on the nature of the complaint and the need for prompt resolution.

**Section 1 Daily Schedule**

High School

School Hours: (Monday – Thursday)

- Period 1 – 8:00 a.m. to 8:49 a.m.
- Period 2 – 8:52 a.m. to 9:41 a.m.
- Period 3 – 9:44 a.m. to 10:33 a.m.
- Period 4 – 10:36 a.m. to 11:25 a.m.
- Period 5 – 11:28 a.m. to 12:17 p.m.
- Lunch – 12:17 p.m. to 12:57 p.m.
- Period 6 – 12:57 p.m. to 1:46 p.m.
- Period 7 – 1:49 p.m. to 2:38 p.m.
- Period 8 – 2:41 p.m. to 3:30 p.m.

School Hours: (Friday)

- Period 1 – 8:00 a.m. to 8:39 a.m.
- Period 2 – 8:42 a.m. to 9:21 a.m.
- MIC Time 9:24 a.m. to 9:48 a.m.
- Period 3 – 9:52 a.m. to 10:30 a.m.
- Period 4 – 10:33 a.m. to 11:12 a.m.
- Period 5 – 11:15 a.m. to 11:54 a.m.
- Lunch – 11:54 a.m. to 12:23 p.m.
- Period 6 – 12:26 p.m. to 1:06 p.m.
- Period 7 – 1:09 p.m. to 1:48 p.m.
- Period 8 – 1:51 p.m. to 2:30 p.m.

Middle School

School Hours: (Monday – Thursday)

- Period 1 – 8:00 a.m. to 8:49 a.m.
- Period 2 – 8:52 a.m. to 9:41 a.m.
- Period 3 – 9:44 a.m. to 10:33 a.m.
- Period 4/recess 10:36 a.m.- 11:36 a.m.
- Lunch – 11:37 a.m. to 12:07
- Period 5 – 12:07 p.m. to 12:57 p.m.
- Period 6 – 1:00 p.m. to 1:46 p.m.
- Period 7 – 1:49 p.m. to 2:38 p.m.
- Period 8 – 2:41 p.m. to 3:30 p.m.

- Period 1 – 8:00 a.m. to 8:45 a.m.
- Period 2 – 8:48 a.m. to 9:29 a.m.
- Period 3 – 9:32 a.m. to 10:14 a.m.
- Period 4 – 10:17 a.m. to 10:58 a.m.
- Period 5 – 11:01 a.m. to 11:25 a.m.
- Lunch – 11:25 a.m. to 11:52 a.m.
- Period 5 – 11:55 a.m. to 12:23 p.m.
- Period 6 – 12:26 p.m. to 1:06 p.m.
- Period 7 – 1:09 p.m. to 1:54 p.m.
- Period 8 – 1:57 p.m. to 2:30 p.m.

School Hours: (Friday)

Elementary School

School Hours:

- 8:00 a.m. to 3:30 p.m. – Monday – Thursday
- 8:00 a.m. to 2:00 p.m. – Friday

Lunch: (Monday-Thursday)

- Kindergarten – 11:00 a.m. to 11:30
- First Grade – 11:10 a.m. to 11:35 a.m.
- Second Grade – 11:15 a.m. to 11:40 a.m.
- Third Grade – 11:20 a.m. to 11:45 a.m.
- Fourth grade – 11:25 a.m. to 11:50 a.m.

Lunch: (Friday)

- Kindergarten – 10:40 a.m. to 11:10
- First Grade – 10:50 a.m. to 11:15 a.m.
- Second Grade – 10:55 a.m. to 11:20 a.m.
- Third Grade – 11:00 a.m. to 11:25 a.m.
- Fourth Grade – 11:05 a.m. to 11:30 a.m.

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## **Section 2 Severe Weather and School Cancellations**

The Superintendent may close public schools in case of severe weather. Representatives of the Superintendent’s staff will notify local news media when inclement weather warrants such action. The information is broadcast regularly by radio and television stations.

Decision to Close Schools. A decision to close school is made when forecasts by the weather service, law enforcement advisories or civil defense officials indicate that it would be unwise to hold school. If possible, a decision about the next school day will be made by 9 p.m. for announcement. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made to the news media when schools will be closed.** In some instances, schools will be open, but certain services may be cancelled (bus transportation, kindergarten, student activities).

When it becomes necessary to cancel school, start late or dismiss early, announcements to this effect will be sent to your phone using our SchoolMessenger system and will also be made on radio and TV stations.

You may also check the school’s websites for information:

<http://www.chasecountyschools.org/>

After School Starts. Every attempt will be made to avoid closing school once classes are in session. In some ~~instancees~~instances, closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases as much advance notice as possible will be given to parents. If school is closed during the day the notice will be broadcast by the media. **Parents should have a plan in place to accommodate these circumstances.**

Parental Decisions. **Parents may decide to keep their children at home in inclement weather because of personal circumstances.** Students absent because of severe weather when school is in session will be marked absent. The absence will be treated like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

What Not To Do. Parents should not attempt to come to school during a tornado warning. **School officials are not permitted to release students from the school building during a tornado warning.** Tornado safety procedures are practiced regularly by students and staff members. Also, parents are urged not to call radio and television stations and school buildings during severe weather.

Emergency Conditions. The school has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. Regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response.

Recess Outside recesses are scheduled throughout the year. They are expected to wear adequate clothing and boots for cold and wet weather. Individual exceptions to the outside recess rule are:

1. Teacher request to keep the child indoors.
2. Doctor request to have the child remain indoors for a period of time designated by the physician. Please send a note to this effect.

The playground supervisor is responsible for maintaining a safe environment for all students. The following rules will be enforced on a consistent basis:

1. Respect person in charge.
2. Use appropriate language.
3. Play fair and safe.

### **Section 3 Open-Closed Campus**

We encourage students to eat a nutritious lunch. All students are required to remain on campus during the school day, except grades 9-12 who are allowed to leave campus during lunch. Open Campus is a privilege and could be revoked for students who violate school rules or need extra time to complete school work.

### **Section 4 Supervision Responsibility Before/After School**

#### Arrival at School/Dismissal From School

Students are expected to arrive at school no more than 15 to 20 minutes prior to the first class or school program in which they are participating. **Prior to that time, the school is not responsible for supervision of the students.** Students will be admitted to the school building 10 minutes prior to the first class unless eating breakfast. Students will not be permitted to enter earlier unless the Principal determines it to be necessary due to inclement weather or other factors. Students are to enter through their assigned entrance and proceed to designated areas.

Students will be dismissed at the end of the last period of the school day unless there are other circumstances (early dismissal, detention etc.). Upon dismissal, students must leave the school grounds and proceed home or to a previously designated location unless participating in a school-sponsored activity. **The school is not responsible for supervision of students once the students are to have left school grounds.**

Certain days on the calendar are “shortened days,” meaning that the school day starts or ends other than on the normal schedule. Parents are strongly encouraged to be aware of those days so their children are not left in an unsupervised situation or without a means to get home upon dismissal.

#### Signing a Child In and Out of School

Parents or guardians are required to sign-notify the school if their children in and/or out of school

~~if they~~ are entering after their first class or leaving prior to their final class. ~~The parent or guardian must report to the main office for this purpose.~~ The computer to check a child in and/or out of school is located in the main office. If a child is being signed out, the school secretary will call the appropriate classrooms. The schools will only release children to adults designated by the parent on the emergency card.

If there is a special circumstance, such as a court order limiting access to a student by a parent or guardian, affecting who a student can be released to, the parent must inform the Principal and provide the Principal with a copy of that order to maintain on file at the school.

#### Supervision at Dismissal

Parents or guardians of children in grades K to 6, where the child does not use district-provided transportation after dismissal, may request the school or program not release the child to walk home after dismissal unless the child is released to the parent or legal guardian or an escort designated by the parent or guardian. The parent or guardian may designate up to three (23) escorts. Parents or guardians requesting their children only be released to the parent or guardian or a designated escort after dismissal must submit a completed written request with the Principal to this effect.

Students who leave before the end of the day are to be signed out by a parent or guardian or an escort designated by the parent or guardian.

#### Emergency Closing Procedures

Parents are requested to provide an emergency contact telephone number to have on file in the event of an emergency closing or any other general or individual situation that requires the immediate presence of a parent/guardian. In the event that parents do not have such a number or cannot be contacted, it will be assumed that the parent has instructed their children concerning the procedure they are to follow should school be dismissed early. Realizing that the school might be unable to reach all parents, it is suggested that all children be advised as to what they are to do should they ever be dismissed early. It is recommended that parents give their children an alternate destination and that the building principal be made aware of this information.

If conditions allow and supervision is available in the event of an early dismissal, the child will be held in school until the normal dismissal time. If the parent or guardian has not arrived to pick up the child by the normal dismissal time, law enforcement or child protective services may be contacted to ensure the safety of the child.

## **Article 3 - Use of Building and Grounds**

### **Section 1     Visitors**

All visitors must report to the office, upon entering the main entrance, to sign in and receive a visitor's pass. Visits to classrooms during the first week of school and the last week of school may be limited to ensure a smooth transition. Visits by parents to classrooms are encouraged; provided that the visits do not disrupt the educational program, individual students, or create a safety concern.

### **Section 2     Smoke-Free Environment**

All of our school buildings and grounds are smoke and tobacco-free. We would appreciate your help in meeting the goal of a smoke and tobacco-free environment for our children. When you attend school events, including athletic events, please abide by our District's policy.

### **Section 3     Care of School Property**

1. Students are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school.
  
2. Students who disfigure property, break windows or do other damage to school property or equipment will be required to pay for the damage done or replace the item.

Fines are determined on books according to the following criteria:

Lost Book:	Replacement cost
Missing one or both covers:	Same as lost book
Loose Cover:	\$3.00
Missing Page:	50 cents per page (up to replacement cost)
Torn Page:	\$1.00 per page (up to replacement cost)
Marks that cannot be erased:	20 cents per mark (up to replacement cost)

School-issued items that are stolen or damaged from unlocked lockers are the responsibility of the student to whom they were issued.

### **Section 4     Lockers**

Each student will be assigned a locker grades ~~4~~5-12 students must use their own lockers and are not to share lockers with other students except as assigned by school officials. We recommend that the locker be locked with a combination lock. Students may turn in an extra key to the office if they choose to use a key lock. Students are expected to keep all books, etc., in their assigned locker. Students are also responsible for the cleanliness inside their locker and the door of their locker. Students may be assessed a fine for damage to lockers.

## Article 3 - Use of Building and Grounds

### **Section 5 Searches of Lockers and Other Types of Searches**

Student lockers, desks, computer equipment, and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding usage of or items placed in or on school property, including student vehicles parked on school property, because school property is subject to search at any time by school officials. Periodic, random searches of lockers, desks, computers and other such property may be conducted ~~in~~at the discretion of the administration.

The following rules apply to searches of students and of a student's personal property and to the seizure of items in a student's possession or control:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or a school rule violation. The search is to be conducted in a reasonable manner under the circumstances.
2. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be taken and kept by school officials. Any firearm or other weapon will be confiscated and delivered to law enforcement officials as soon as practicable.
3. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process (that is, "nuisance items") may be removed from student possession.

### **Section 6 Video Surveillance**

The Board of Education has authorized the use of video cameras on School District property to ensure the health, welfare and safety of all staff, students and visitors to District property, and to safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

### **Section 7 Use of Telephone**

Use of the office phone will ~~only~~ be allowed in an emergency, ~~or~~ when a student is ill, or other Principal approved use.

## Article 3 - Use of Building and Grounds

### **Section 8      Bicycles**

Bicycles must be parked in the racks provided. All bicycles should be equipped with locks. The school is not responsible for damage or theft of parts while bicycles are on school property.

### **Section 9      Student Valuables**

Students, not the school, are responsible for their personal property. Students are cautioned not to bring large amounts of money or items of value to school. If it is necessary to bring valuable items or more money than is needed to pay for lunch, leave the money or valuables with a staff member in the school office for temporary safe-keeping. Even then, the school is not in a position to guarantee that the student's property will not be subject to loss, theft, or damage.

### **Section 10     Lost and Found**

Students who find lost articles are asked to take them to the office, where the articles can be claimed by the owner. If articles are lost at school, report that loss to office personnel.

### **Section 11     Accidents**

Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

### **Section 12     Laboratory Safety Glasses**

As required by law, approved safety glasses will be required of every student and teacher while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

### **Section 13     Insurance**

Under Nebraska law the District may not use school funds to provide general student accident or athletic insurance. The District requires that all student participants in athletic programs have injury and accident insurance and encourages all students who are in classes with risk of personal injury or accident to have insurance coverage. The District does not make recommendations nor handle the premiums or claims for any insurance company, agent or carrier. Information about student insurance providers will be available in the school office or on school bulletin boards.

### **Section 14     Bulletins and Announcements**

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by an administrator with an administrator's signature/initials. Posters are not to be attached to any painted wall surfaces with permission of the administration. Place posters on marble, glass, metal, brick and wood. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

## **Section 15 Copyright and Fair Use Policy**

It is the school's policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing course work, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is "fair." Students should seek assistance from a faculty member if there are any questions regarding what may be copied.

## Article 4 – Attendance

### Section 1 Attendance Policy

Regular and punctual student attendance is required. The Board's policies require such attendance. The administration is responsible for developing further attendance rules and regulations and staff is responsible for assisting in the enforcement of the rules and regulations. Students and parents are responsible for developing behaviors, which will result in regular and punctual student attendance.

### Section 2 Attendance and Absences

Excused and Unexcused Absences. An absence from school will be reported as: (a) an excused absence or (b) an unexcused absence.

a. School Excused. Any of the following circumstances that lead to an absence will be identified as a *School Excused* absence, provided the required attendance procedures have been followed:

(1) Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent must provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented illness, court, death of a family member, or suspension.

(2) Other absences as determined by the principal or the principal's designee.

b. Not School Excused. Absences that are not school excused may result in a report to the county attorney and may be classified as follows:

(1) Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes, but is not limited to, illness, vacations, and medical appointments.

(2) Other absences are those in which the parent has not communicated a reason for the student's absence.

~~1. Excused Absences. Absences should be cleared through the Principal's office in advance whenever possible. An absence or tardy, even by parental approval, may not be excused. All absences, except for illness and/or death in the family, require advance approval. An absence for any of the following reasons will be excused, provided the required procedures have been followed:~~

~~a. Attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents).~~

~~b. Illness, which causes a student to be absent from school.~~

~~c. Doctor or dental appointment, which require student to be absent from school.~~

~~d. Court appearances that are required by a court order.~~

~~e. School sponsored activities, which require students to be absent from school.~~

~~f. Family trips in which student accompanies parent(s)/legal guardian(s).~~

~~g. Other absences, which have received prior approval from the Principal. It is recommended that a student have documentation from his or her physician if that student misses school due to illness.~~

~~The Principal has the discretion to deny approval for the latter two (2) reasons, depending on circumstances such as the student's absence record, the student's academic status, the tests or other projects which may be missed, and in the case of a family trip, whether the trip could be taken during non-school time and the educational nature of the trip.~~

~~2. Unexcused Absences: If a student's absence is unexcused the student may be required to make up work and the time missed.~~

Tardy to School. Students will be considered tardy to school if they are not seated in their assigned class or ready and attentive in their assigned area when the bell for their first class rings.

Tardy to Class. ~~Students have a sufficient time period between classes to make it to their next assigned class on time. Students will be considered tardy to class if they are not in their assigned classroom when the tardy bell rings, unless they have a pass from the teacher who detained them. Students have a sufficient time period between classes to make it to their next assigned class on time. Students will be considered tardy to class if they are not in their assigned classroom when the tardy bell rings, unless they have a pass from the teacher who detained them. Students tardy more than 15 minutes to class will be counted absent. The teachers and administration have developed the following steps when dealing with classroom tardy.~~  
~~First offense: conference with teacher.~~  
~~Second offense: conference with teacher and call parents/guardians.~~  
~~Third offense: Call parents/guardians; student serves 15 minutes in after school detention.~~  
~~Fourth offense: Behavior referral to administration.~~

Leaving School or Class. Students who leave school for any reason during the school day must check out at the office before leaving. Students leaving school must be cleared in advance by a note or phone call from the student's parent or legal guardian. Upon returning to school that same day, students are expected to check in at the office.

Students who leave school without permission and without signing out in the proper manner, or who leave their assigned classroom without teacher permission, will be considered truant.

When students wish to leave the room, a signed pass must accompany the trip. Students are not allowed to leave the room during the first 10 minutes or last 10 minutes of class. If students are "checking in" before attending an assembly, meeting, etc., students must be seated in their scheduled classroom until attendance has been taken.

~~If students are attending a sporting event that they are not participating in during the school day, a parent or guardian must accompany the student during the event. Students not accompanied by a parent or guardian will be assigned an unexcused absence.~~

### **Section 3 Absence Procedures**

A student will not be allowed to enter class after an absence until an admit slip, based upon a written or verbal parental excuse, or a conditional admit slip, is issued by the Principal's office. Work must be made up.

#### **Section 4 Make-up Work**

The student has the responsibility to contact teachers, initially, regarding make-up assignments. Parents are encouraged to contact the teacher with concerns.

For excused absences, two school days will be allowed to make up the work for each day missed with a maximum of ten (10) days allowed to complete make up work. If parents or students request homework the school should be contacted by no later than 10:00 a.m.

#### **Section 5 Attendance is Required to Participate in Activities**

Students must arrive to school by 11:30 AM on the day attend school half of the day (5<sup>th</sup> period through 8<sup>th</sup> period) of any scheduled school activity in order to participate in the activity. This includes athletic contests, practices and dances. Failure to attend will result in a student being withheld from participation in the activity. The Principal-Administration retains the right to grant participation should exceptional circumstances prevail.

#### **Section 6 Truancy**

A student who engages in unexcused absences may be considered truant as per state law. Truancy is a violation of school rules. The consequence of truanies may include disciplinary action up to expulsion and referral to the county attorney for compulsory attendance violations.

Reporting and Responding to Truant Behavior. Any administrator, teacher, or member of the board of education who knows of any failure on the part of any child age six (6) to eighteen (18) to attend school regularly without lawful reason, shall within three days report such violation to the Superintendent. The Superintendent shall immediately cause an investigation into any such report to be made. The Superintendent shall also investigate any case when, based on the Superintendent's personal knowledge or based on a report or complaint from any resident of the district, the Superintendent believes that any child is unlawfully absent from school. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to remediate the child's truant behavior.

Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter shall be deemed to have "excessive absences." Such absences shall be determined on a per day basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, the following procedures shall be implemented:

1. One or more meetings shall be held between a school attendance officer, school social worker, or other person designated by the school administration and the parent/guardian and the student to report and attempt to solve the truancy problem. If the parent/guardian refuses to participate in such meeting, the principal shall place in the student's attendance records documentation of such refusal.
2. Educational counseling to determine whether curriculum changes, including but not limited to, enrolling the child in an alternative education program that meets the specific educational and behavioral needs of the child.

3. Educational evaluation, which may include a psychological evaluation, to assist in determining the specific condition, if any, contributing to the truancy problem, supplemented by specific efforts by the school to help remedy any condition diagnosed.
4. Investigation of the truancy problem by the school social worker, or if such school does not have a school social worker, another person designated by the administration to identify conditions which may be contributing to the truancy problem. If services for the child and his or her family are determined to be needed, the person performing the investigation shall meet with the parent/guardian and the child to discuss any referral to appropriate community agencies for economic services, family or individual counseling, or other services required to remedy the conditions that are contributing to the truancy problem.

Reporting Habitual Truancy. Students who accumulate twenty (20) unexcused absences or the hourly equivalent per year shall be deemed to be habitually truant. If the student continues to be or becomes habitually truant, the principal shall serve a written notice to the person violating the Nebraska truancy laws (i.e., the person who has legal or active charge or control of the student) warning him or her to comply with the provisions of that law. If within one (1) week after the time the notice is given such person is still violating the school attendance laws or policies, the Principal shall file a report with the county attorney of the county in which such person resides.

## Article 5 - Scholastic Achievement

### Section 1 Grading System

Students will receive letter grades on report cards and transcripts. The following scale will be used in grades 4-12 to assign letter grades and a grade point average from a percent:

A+	99-100	A	95-98	A-	93-94
B+	91-92	B	88-90	B-	86-87
C+	84-85	C	79-83	C-	77-78
D+	75-76	D	72-74	D-	70-71
F	0-69				

The following scale will be used in grades K-3

Advanced	4
Proficient	3
Progressing	2
Beginning	1
Exceeds Grade Level	+
Meets Grade Level Expectations	o
Developing Skills	-
Not Assessed at this time	x

Each teacher will define the grading procedures to be used in their classes.

### Section 2 High School Yearly Course Requirements

Chase County Schools recommends students register in the following courses: Math, Social Studies, Science, Health and Physical Education, and Language-Arts Core.

All students are required to successfully complete six (6) semesters of exploratory courses. Students also have the option of taking band or a vocal music/study hall combination.

### Section 3 Graduation Requirements

To participate in commencement exercises or receive a Chase County Schools' diploma a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions.

To be eligible for graduation from Chase County High School, a student must have earned a minimum of 220 credit hours in grades 9 through 12 inclusive. Credit hours will be computed in accordance with the Nebraska Department of Education.

## **Article 5 - Scholastic Achievement**

Satisfactory completion of the following courses must be presented in the candidate's record:

English	32 semester hours
Social Sciences	24 semester hours
Science	24 semester hours
Math	24 semester hours
P.E.	8 semester hours
Fine Arts	8 semester hours
Speech	Incorporated into English 2/3
Vocational	16 Semester hours 4 from Personal Finance

10 hours per year of community service or 40 hours over the course of high school must be documented. Community service opportunities during the school day will be offered to the students as well. Exceptions to these requirements may be made by the board upon the recommendation of the administration, who will support the recommendation with justifiable reasons. The candidates for graduation shall be presented to the Board of Education for approval.

A student who has not met the requirements for graduation but who has attended school regularly may, with the recommendation of the Superintendent, be granted a Certificate of Attendance.

### **Section 4 Promotion and Retention**

Students will be placed at the grade level and in the courses best suited to them academically, socially and emotionally as determined by the professional staff. Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the professional staff to be appropriate for the educational interests of the student and the educational program.

### **Section 5 Schedule Changes**

Students needing schedule changes should notify the Principal. Schedule changes must be initiated by the teachers involved, the Principal or counselor, and the student's parent. Final approval of all schedule changes will be made by the Principal only.

### **Section 6 Interim Reports**

Various supplemental reports may be sent to parents throughout the school year concerning student's performance. These reports may describe student work of an exceptional nature or work which needs improving. These reports will be sent as the teacher determines appropriate.

Included in the academic improvement report will be a request from the teacher for parents to contact the teacher by phone to discuss the student's academic progress. Teachers will arrange with the parents for days when the student can meet with the teacher outside the regular class period until the student returns to satisfactory academic standing.

### **Section 7 Report Cards**

Report cards are issued at the end of each quarter. Letter grades are used to designate a student's progress. A grade of "F" (failing) carries no credit. A grade of "I" (incomplete) received at the end of

## **Article 5 - Scholastic Achievement**

a grading period must be made up. No incompletes will be given at the end of the fourth quarter, as all course work must be completed without principal permission.

### **Section 8 Parent-Teacher Conferences**

Parent-teacher conferences will be held during the 1st quarter and 3rd quarter. There will also be a parent night. Refer to the school calendar for the schedule. Conferences with teachers, at any other time, are possible by calling the school office and making arrangements with the teachers.

### **Section 9 Honor Roll**

The purpose of the honor roll is to recognize those students who demonstrate academic excellence in grades 5-12. Honor rolls will be determined by semester. Students will be recognized accordingly:

1. Students receiving all "A's" will be classified as high honor roll.
2. Students receiving no lower than a "B" will be classified as regular honor roll.
3. All class grades are figured the same for honor roll status.
4. Honor roll lists are published in school and community publications.

### **Section 10 National Honor Society**

The National Honor Society chapter of Chase County School is a duly chartered and affiliated chapter of this prestigious national organization.

#### Admission to the National Honor Society

In order to apply to the NHS chapter, you will need to be at least a sophomore with a 3.75 or higher GPA. In order to be selected, the applicant must document on the application at least two leadership roles held in grades 9-12, at least 10 hours of community service completed in grades 9-12, participation in at least one school or community activity with a significant accomplishment or award, and completion of a personal statement demonstrating how character is evident in his or her daily life. Applications will be reviewed by a faculty committee and if the criteria is met, the applicant will be selected into the NHS.

Following notification, a formal induction ceremony is held at the school to recognize all the newly selected members. Once inducted, new members are required to maintain the same level of performance in all four criteria (or better) that led to their selection. This obligation includes regular attendance at chapter meetings when and as scheduled and participation in the chapter service projects.

Students or parents who have questions regarding the selection process or membership obligations can contact the chapter adviser.

~~Students or parents who have questions regarding the selection process or membership obligations can contact the chapter adviser.~~

#### Removal from National Honor Society

A student may be removed from the NHS by action of the Principal upon a determination by the Principal that the student:

## **Article 5 - Scholastic Achievement**

1. Prior Conduct. Engaged in conduct prior to induction which was not known at the time of induction and which, if known, would have caused denial of induction;
2. Post-Induction Conduct. Engaged in conduct after induction which is grounds for a student to be long-term suspended or expelled from school under the student code of conduct; which is grounds for suspension or removal from any extracurricular activity of the school, or which would cause denial of induction if such conduct had taken place prior to the time of induction.

The student may appeal the Principal's decision to the Superintendent by giving written notice of appeal to the Superintendent within ten calendar days of receipt of the Principal's removal decision. The appeal procedures shall be established in the discretion of the Superintendent such as to allow a fair opportunity for the student's views and information to be considered. The decision of the Superintendent on the appeal shall be final.

### **Section 11 Academic Integrity**

#### **A. Policy Statement**

Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

#### **B. Definitions**

The following definitions provide a guide to the standards of academic integrity:

1. "Cheating" means intentionally to misrepresent the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others.

Cheating includes, but is not limited to:

- (a) Tests (includes tests, quizzes and other examinations or academic performances):
  - (1) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.
  - (2) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal

### **Article 5 - Scholastic Achievement**

notes or the textbook during the test.

(3) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.

(4) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.

(5) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.

(b) Papers (includes papers, essays, lab projects, and other similar academic work):

(1) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.

(2) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.

(3) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.

(4) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.

(5) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

(c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

2. "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works.

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Plagiarism includes, but is not limited to:

- (1) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
  - (2) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
3. “Contributing” to academic integrity violations means to participate or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

### C. Sanctions

The following sanctions will occur for academic integrity offenses:

1. Academic Sanction. The instructor will refuse to accept the student's work in which the cheating or plagiarism took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work. Credit for the class may be withheld pending successful completion of the replacement test or project.
2. Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
3. Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in a serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

## Section 12 Class Rank and GPA

### CLASS RANK and GPA

A grade point average and class rank will be computed at the end of each semester for every student. This information along with a student's grades and attendance records is considered confidential and will be released only to those persons authorized to use these materials by law. The school can release such information to other people only at the request of a student and/or his legal guardians.

Numerical points will be given for all regular classes in computing grade point averages. The grade

**Article 5 - Scholastic Achievement**

points for classes entitled “Basic” will be computed on a different scale.

**Grading Scale and Weighted Courses**

Examples of weighted courses are all dual credit courses (whether taken for credit or not), trigonometry, senior math, chemistry, and physics and any other courses that the administration deems appropriate. For the purpose of selecting Valedictorian and Salutatorian, weighted classes will figure into the grade point average using the following scale:

<u>Regular</u>	<u>Weighted</u>
A--4 points	A--5 points
B--3 points	B--4 points
C--2 points	C--3 point
D--1 point	D--1 point

**SELECTION OF VALEDICTORIAN AND SALUTATORIAN**

The Chase County School Board feels it is important to recognize outstanding academic achievement by designating a valedictorian and a salutatorian annually. ~~Starting with students entering grade 10 in the fall of 2015, the class of 2018,~~ The following guidelines will be used to determine a valedictorian, the student who has the highest weighted grade point average at the end of their senior year and the salutatorian, the student with the second highest weighted grade point average.

For students to receive valedictorian or salutatorian recognition, the following will apply:

The students must have attended Chase County High School for a minimum of two complete consecutive semesters prior to graduation, which must be completed as a full time student enrolled at Chase County High School. Students who choose to graduate early will not be considered for valedictorian or salutatorian.

1. The highest grade point average will be determined by all semester grades in all courses taken during grades 9-12 that are accepted for credit by Chase County Schools. All grades will be calculated using the Chase County Schools weighted grade point system. The grade point average is calculated to the thousandths place.
2. If two or more students have the same grade point average, the following criteria in rank order will be used to determine the eligible student:
  - a. The highest score from the 11<sup>th</sup> grade ~~Nebraska State Accountability (NeSA) Reading State Assessment~~, Math, Science and Writing or equivalent exam, when averaged together.
  - b. The highest composite American College Test (ACT) score available as of 10 days before graduation.

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In the event of a tie through step 3(b), all students who tie will qualify for valedictorian/salutatorian.  
In the event that there are two valedictorians, there will be no salutatorian.

## **Article 6 - Support Services**

### **Section 1 Special Education Services**

#### What Does Special Education Mean?

Special education means specially designed instruction and related services adapted as appropriate to the needs of an eligible student with a disability. Special education is provided at no cost to the parent to meet the unique needs of a child with a disability.

#### Students Who May Benefit

A student verified as having autism, behavior disorders, deaf-blindness, developmental delay, hearing impairments, mental handicaps, multiple disabilities, orthopedic impairments, other health impairments, specific learning disabilities, speech-language impairments, traumatic brain injury or visual impairments, who because of these impairments need special education and related services.

#### How are Students With Disabilities Identified?

Referrals are made by teachers or parents to a Student Assistance Team. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation is completed. An evaluation is conducted to assist in the determination of whether a student has a disability and the nature and extent of the special education and related services the student needs. The evaluation is conducted only with written consent of a parent or guardian. A multidisciplinary evaluation team (MDT) will then meet to determine whether the student is eligible for special education.

#### Independent Evaluation

If a parent disagrees with an evaluation completed by the school district, the parent has a right to request an independent educational evaluation at public expense. Parents should direct inquiries to school officials to determine if the school district will arrange for further evaluation at public expense. If school district officials feel the original evaluation was appropriate and the parents disagree, a due process hearing may be initiated. If it is determined that the original evaluation was appropriate, parents still have the right to an independent educational evaluation at their own expense.

#### Reevaluation

Students identified for special education will be reevaluated at least every three (3) years by the IEP team. The IEP team will review existing evaluation data on the student and will identify what additional data, if any, are needed. The school district will obtain parental consent prior to conducting any reevaluation of a student with a disability.

#### Individual Education Program (IEP)

Upon a student being verified as having a disability, a conference will be held with parents. At the conference, an Individualized Education Program (IEP) will be developed specifying programs and services which will be provided by the schools. Parent consent will be obtained prior to a student being placed for the first time in a program providing special education and related services or early intervention services to infant and toddlers. Once in place, the IEP is reviewed on an annual basis, or more frequently as needed. Parents are given a copy of the IEP.

## Article 6 - Support Services

### Special Education Placement

The student's placement in a special education program is dependent on the student's educational needs as outlined in the Individual Education Program (IEP). To the maximum extent appropriate, students with disabilities are educated with students who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Determination of a student's educational placement will be made by the IEP team.

Written notice shall be given to parents a reasonable time before the school district: 1. Proposes to initiate or change the identification, evaluation, verification or educational placement of a child or the provision of a free appropriate public education; or 2. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

### More Information

Anyone interested in obtaining a copy of the District's special education policy, the Parental Rights in Special Education brochure, or a copy of the Nebraska Department of Education Rule 51 (special education regulations and complaint procedures) or Rule 55 (special education appeal procedures) may contact the Superintendent. A notice of parental rights, Rules 51 and 55 and more information about special education are also available at the Nebraska Department of Education's website: <http://www.nde.state.ne.us/SPED/sped.html>.

### **Section 2      Students with Disabilities: Section 504**

Accommodations and related services are made available to students with disabilities under Section 504 of the Rehabilitation Act of 1973. Under Section 504, parents have the following rights:

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of your child's disability.
2. Have the school district advise you of your rights under federal law.
3. Receive notice with respect to identification, evaluation or placement of your child.
4. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have the school district make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child receive services and be educated in facilities which are comparable to those provided to students without disabilities.
6. Have your child receive an individualized evaluation and receive special education and related services if your child is found eligible under Section 504.
7. Have evaluation, eligibility, educational and placement decisions made based on a variety of information sources and by persons who know your child and who are knowledgeable about the evaluation data and placement options.

## Article 6 - Support Services

8. Have transportation provided to and from an alternative placement setting at no greater cost to you than would be incurred if your child were placed in a program operated by the school district.
9. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the school district.
10. Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement. Obtain copies of educational records at a reasonable cost on the same terms as records are provided students without a disability unless the fee would effectively deny you access to the records.
11. Receive a response from the school district to reasonable requests for explanations and interpretations of your child's records.
12. Request amendment of your child's educational records if there is reasonable cause to believe that they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If the school district refuses this request, it shall notify you within a reasonable time, and advise you of the right to a hearing.
13. File a local grievance in accordance with school policy.
14. Request an impartial hearing related to decisions regarding your child's identification, eligibility, and educational program or placement with opportunity for participation by the person's parents or guardian and representation by counsel, and a review procedure. This is provided in the local grievance procedure.

### **Section 3      Guidance Services**

Chase County Schools employs counselor(s) for the purpose of assisting with the District's testing program, to assist with scheduling and for students to discuss problems and resolve conflicts. If you wish to see a counselor, stop by a counselor's office and make arrangements for an appointment.

### **Section 4      Health Services**

#### Student Illnesses

School health personnel will notify parents when a student needs to be sent home from school due to illness. Conditions requiring a student be sent home include: Temperature greater than 100°F., vomiting, diarrhea, unexplained rashes, live head lice, or on determination by the school nurse that the child's condition prevents meaningful participation in the educational program, presents a health risk to the child or others, or that medical consultation is warranted unless the condition resolves.

Please include emergency daytime phone numbers on your child's enrollment card so that you can be reached if your child becomes ill or injured while at school. Please also inform your school health office staff of health related information you feel is important for your student's success in the classroom and/or safety at school.

#### Guidelines for Administering Medication

Whenever possible your child should be provided medications by you outside of school hours.

In the event it is necessary that your child take or have medication available at school, the parents/guardians must provide a signed written consent for the child to be given medication at school. A consent form is available at the school health office. If your child has asthma or

## Article 6 - Support Services

diabetes and is capable of self-managing his or her health condition, contact the health office to develop a self-management plan.

Medications must be provided to the school by the parent/guardian in the pharmacy-labeled or manufacturer-labeled bottle. Repackaged medications will not be accepted. All medications also require a physician's authorization to be given at school. The school nurse may limit medications to those set forth in the Physician's Desk Reference (PDR). Please limit the amount of medication provided to the school to a two-week supply.

### School Health Screening

Children in Kindergarten through twelfth grade are screened for vision, hearing, dental defects, height and weight. The screening program also incorporates scoliosis and blood pressure. Students entering the Student Assistance Process at any grade level, and those about whom health concerns are identified to the school nurse, may also be screened. Parents who do not wish their child to participate in the school screening program must communicate this in writing to the school health office at the start of the school year. Because Nebraska statutes require school-age screening, parents who remove their child from the screening program must submit findings from an alternate medical provider to the school by December 1.

### Physical and Visual Examination

Evidence of a physical examination and a visual evaluation is required within six (6) months prior to entrance into kindergarten and, in the case of transfer from out of state, to any other grade. A physical examination is also required prior to entrance into the seventh grade. The physical examination is to be completed by a physician, a physician's assistant, or an advanced practice registered nurse; the visual evaluation is to be completed by any of the forgoing or an optometrist. A parent or guardian who objects to the physical examination and/or visual evaluation may submit a written statement of refusal for his or her child. Waiver forms are available in the school health office. Additional physical examination requirements exist for students participating in athletic participation.

### Immunizations

Students must show proof of immunization. A student who does not comply with the immunization requirements will not be permitted to continue in school. Students with medical conditions or sincerely held religious beliefs which do not allow immunizations must complete a waiver statement or affidavit. Forms are available in school health offices.

Unimmunized students may be excluded from school in the event of a disease outbreak.

**Summary of the School Immunization Rules and Regulations For 2018-2019 School Year**

Student Age Group	Required Vaccines
Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine, 3 doses of Polio vaccine, 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age, *Hib not required after child reaches 5 yrs. of age 3 doses of pediatric Hepatitis B vaccine, 1 dose of MMR or MMRV given on or after 12 months of age, 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age. *Pneumococcal not required after child reaches 5 yrs. of age.
Students from Kindergarten through 12 <sup>th</sup> Grade, including all transfer students from outside the State of Nebraska and any foreign students	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4 <sup>th</sup> birthday, 3 doses of Polio vaccine, 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age. 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month, 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.
Additionally, <b>for 7<sup>th</sup> Grade Only</b>	1 dose of Tdap (must contain Pertussis booster)
Students transferring from outside the state at any grade	Must be immunized appropriately according to the grade entered.

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services. For additional information, call 402-471-6423.

The School Rules & Regulations are available on the internet:  
<http://www.hhs.state.ne.us/reg/t173.htm> (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011) **Updated 5/2015**

Birth Certificate Requirements

State law requires that a certified copy of a student's birth certificate be provided within 30 days of enrollment of a student in school for the first time. You may obtain a certified copy from the Bureau of Vital Statistics in the state in which your child was born. Assistance in obtaining birth certificates may be obtained from Health Records Management, P.O. Box 95065, Lincoln, NE 68509-5065. There is a fee per certificate.

Please note: The document parents receive from the hospital looks like a birth certificate, but it is not a certified copy. A certified copy has the raised seal of the state of Nebraska on it and is signed by the director of vital statistics.

If a birth certificate is unavailable, other reliable proof of a student's identity may be used. These documents could include naturalization or immigration documents showing date of birth or official hospital birth records, a passport, or a translation of a birth certificate from another country. The documents must be accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

#### Guidelines for Head Lice

The following guidelines are in place to: better control a nuisance condition; reduce absenteeism

due to head lice; and involve parents as partners with the school in control efforts:

1. Children will be sent home from school for live head lice. In the event a child has two (2) cases of live lice in a semester, the child will be sent home until free of both live lice and nits (eggs).
2. Health office staff will provide written treatment information and instructions, including how to check and identify head lice\*.
3. A child who is sent home from school for head lice should miss no more than two (2) school days.
4. A child who has been sent from school due to head lice must come to the health office for inspection before returning to class.
5. A child who returns to class with nits (eggs) will be checked again in 7-10 days.
6. Families are encouraged to report head lice to the school health office.
7. Classroom-wide or school-wide head checks will be conducted as needed in order to control the condition at school.

\*Nit removal will be emphasized for effective management of the condition. For more information call the nurse at your child's school.

### **Section 5      Transportation Services**

Transportation to and from school is provided to students in accordance with law and Board policy. Students may also be provided transportation on field trips and when participating in school activities. Students are expected to follow the behavioral expectations for riding school buses.

#### **Behavior on School Buses**

- I. **General Conduct Rules Apply:** While riding school buses you are expected to follow the same student conduct rules, which apply when you are on school property or attending school activities, functions or events. There are also special conduct rules for riding school buses. These rules also apply to riding other school vehicles.

## **II. Special Conduct Rules for Riding School Buses.**

### **A. Rules for Getting On and Off the Bus**

1. Be on time to be picked up. As a general rule, get to your bus stop five (5) minutes before your scheduled pick up time. If you miss the bus, immediately return to your home and tell your parents so they can get you to school.
2. While waiting for the bus, stay at least five (5) feet away from the street, road or highway. Wait until the bus comes to a complete stop before approaching the bus.
3. You may exit the bus only at your approved destination (your school or your approved bus stop). Exit the bus as directed by the driver. Do not run.
4. If you must cross the street after exiting the bus, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

### **B. Rules on the Bus**

1. Be respectful of the bus driver. Immediately follow all directions of the driver and any para-educator or adult on the bus.
2. Sit in your seat facing forward. Use seat belts in vehicles in which they are available.
3. Talk quietly and use appropriate language.
4. Keep all parts of your body inside the bus.
5. Keep your arms, legs and belongings to yourself.
6. No fighting, harassment, bullying, intimidation or horseplay.
7. Do not throw any object.
8. No eating, drinking, use of tobacco, alcohol, drugs or flammables.
9. Do not bring any weapon (real or imitation) or dangerous objects on the school bus.
10. Do not damage the school bus.

**III. Getting the Driver's Assistance:** If you need assistance from the driver, wait until the bus is at a full stop. If you are close enough, tell the driver what you need. If you are too far away for the driver to hear you, ask a student in front of you to get the driver's attention. If necessary, walk up to the driver, while the bus is at a full stop. If you need immediate assistance for an emergency, take all action needed to safely get the help of the driver.

**Consequences for Rule Violations:** Consequences for school bus misconduct may include restriction or suspension of bus privileges and other disciplinary measures, up to and including expulsion from school.

## **Article 7 - Drugs, Alcohol and Tobacco**

### **Section 1 Drug-Free Schools**

The District implements regulations and practices which will ensure compliance with the federal Safe and Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects. The consistent message of the program is that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful.

### **Section 2 Education and Prevention**

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs. The curriculum includes the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades. The District provides in-service orientation and training for staff with regard to drug and alcohol education and prevention programs.

Drug and Alcohol Use and Prevention. Each student of the District is hereby provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities.

Drug and Alcohol Education and Prevention Program of the District Pursuant to the Safe and Drug-Free Schools and Communities Laws and Regulations. All students are provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs. Information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs is available to all of the students upon request of the Counselor. In the event of disciplinary proceedings against a student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel will confer with the student and the student's parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel consider to be of benefit.

Safe and Drug-Free Schools—Parental Notice. Pursuant to the provisions of the No Child Left Behind Act, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

### **Section 3 Standards of Student Conduct Pertaining to Drugs, Alcohol and Tobacco**

These standards are in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs or alcohol on school premises, in school vehicles, or as a part of any

of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use, distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
6. Possession, use or distribution of any tobacco product.

### **Disciplinary Sanctions**

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including expulsion and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and unlawful substances will be turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardian will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

### **Intervention**

The District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational environment, the school has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff.

### **Administration**

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

## Article 8 - Student Conduct Rules

### Section 1 Purpose of Student Conduct Rules

These student conduct rules are established to maintain a school atmosphere which is conducive to learning, to aid student development, to further school purposes, and to prevent interference with the educational process. Violations of the rules will result in disciplinary action.

### Section 2 Forms of School Discipline

A. Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five (5) school days (short-term suspension) on the following grounds:

1. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or,
2. Other violations of rules and standards of behavior adopted by the Chase County Schools Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

1. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
4. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.
5. A student on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

B. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five (5) school days but less ~~than~~ twenty (20) school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include

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a description of the procedures for long-term suspension. The procedures will be those set forth in the Student Discipline Act.

### C. Expulsion:

1. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless (a) the misconduct occurred within ten (10) school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) the misconduct occurred within ten (10) school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent. The suspension pending hearing may be imposed if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
3. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
4. Alternative Education. Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
5. Suspension of Enforcement of an Expulsion. Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one (1) full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.

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6. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than 19 years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to a court order, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

D. Other Forms of Student Discipline. Administrative and teaching personnel may take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

### **Section 3 Student Conduct Expectations**

Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.

#### **A. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment**

The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for short-term suspension, long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a

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school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another;
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude;
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations;
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks;
7. Selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. 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. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant;
8. Public indecency or sexual conduct;
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events;
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction;

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11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten; or
12. Repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes;
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities;
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion;
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for those students riding Chase County Schools' buses.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
  - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
  - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one (1) calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive

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device.” The Superintendent may modify such one (1) year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

### **B. Additional Student Conduct Expectations and Grounds for Discipline**

The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

- (1) Student Appearance: Students at Chase County Schools are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
  - a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
  - ~~b. Shorts, skirts, or skorts that do not reach mid thigh or longer.~~
  - e.b. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.

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- ~~d.c.~~ Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
- ~~e.d.~~ Head wear including hats, caps, bandannas, ~~and~~ scarves, and headphones;
- ~~f.e.~~ Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
- f. Clothing or jewelry that is gang related.
- g. Visible body piercing (other than ears).

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school’s guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal’s office.

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

### (2) Electronic Devices

a. Philosophy and Purpose. Chase County Schools strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.

#### b. Definitions.

- (1) “Electronic devices” include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players,

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portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.

- (2) “Sexting” means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
- (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
  - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
  - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.

### c. Possession and Use of Electronic Devices.

(1) All teachers will be required to define and submit to administration a classroom cellphone procedure for their classroom that requires students to turn in their devices for collection or addresses student misuse. Teachers are discouraged from allowing students to participate in non-educational uses.

(2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (4)(a)). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

(3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).

(4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student’s parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone

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for family contacts, so the family can give the student updates on the parent's condition).

### d. Violations

(1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.

(2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

(i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

(ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a

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minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

### e. Penalties for Prohibited Use of Electronic Devices:

Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:

- (i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.
- (ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

### f. Reporting to Law Enforcement.

Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.

### g. Responsibility for Electronic Devices.

Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

- (3) Harassment and Bullying Policy: One of the missions of Chase County Schools is to provide safe and secure environments for all students and staff. Positive behaviors (non-violence, cooperation, teamwork, understanding, and acceptance of others) are encouraged in the educational program and required of all students and staff. Inappropriate behaviors (bullying, intimidation and harassment are to be identified and corrected. Students and staff are to avoid such behaviors. Strategies

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and practices are implemented to reinforce positive behaviors and to discourage and protect others from inappropriate behaviors.

“Bullying” is behavior where one person or group engages in harmful action towards another person or group acting on a real or perceived imbalance of power or view of superiority. The behavior typically includes verbal (e.g. teasing or name-calling) and physical aggression (e.g., hitting, pushing), threatening, excluding or ignoring, spreading rumors, or taking, defacing or destroying the others’ property. “Harassment” includes the same actions, though not necessarily from a standpoint of perceived power. Harassment is prohibited. Bullying and harassment is a violation of student conduct rules and appropriate disciplinary measures, up to expulsion, will be enforced. When bullying or harassment is done on the basis of gender, disability, race, or other protected status, it is considered a very serious offense for which expulsion may be a likely consequence depending on the severity of the conduct.

Students who are the victim of bullying or harassment or who observe such occurring are to promptly report the problem to their teacher or to the Principal so the problem can be addressed. Students who make reports of bullying activity will not be retaliated against for making the report.

- (4) Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:
- a. 1st Offense: Student will be confronted and directed to cease.
  - b. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
  - c. 3rd Offense: Student will be suspended from school for a minimum of one (1) day, and parents and student will need to meet with Administrator(s) and/or counselor.
  - d. If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.
- (5) Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion.
- a. Students must have a pass when not in class during class time. Students are to use the pass only for the purpose requested. For example, if given a pass to use the restroom, the student must promptly proceed to and use the nearest restroom and promptly return to class.
  - b. ~~Gum, candy, s~~Seeds, pop, etc. are not allowed in the school building or classrooms.
  - c. Students are expected to bring all books and necessary materials to class. This includes study halls.
  - d. Assignments for all classes are due as assigned by the teacher.

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- e. Students are not to operate the mini-blinds or the windows without permission of the teacher.
  - f. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
  - g. Students are to be in their seats and ready for class on the tardy bell.
  - h. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.
  - i. Students are not to bring “nuisance items” to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
  - j. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
  - k. Snow handling is prohibited.
- (6) Network, E-Mail, Internet and Other Computer Use Rules:
- (a) General Rules:
    - (i) The network is provided to staff and students to conduct research and communicate with others. Access to network services is given to staff and students who have agreed to act in a responsible manner. Parental permission is required for student use. Access for all staff and students is a privilege and not a right.
    - (ii) Individual users of the district network are responsible for their behavior, actions, problems, and communications involving and over the network. Users will comply with district rules and will honor the agreements they have signed. Beyond clarification of such rules, the district is not responsible for restricting, monitoring, editing, or controlling the information, equipment or communications of individuals utilizing the network or the end product or result of such utilization.
    - (iii) Network storage areas shall be treated like school lockers for students. Network administrators may review files, information, equipment, messages and communications of staff and students to maintain system integrity and insure that users are using the network system responsibly. Users should not expect that files or any information stored or otherwise used or retained on the network, district servers, or in computers, will be private. No reasonable expectation of privacy shall exist in relation to network use.
    - (iv) Users should not expect, and the district does not warrant, any information or products obtained from the network, that files or information stored, obtained or used on the network will be private, and use of the network waives and relinquishes all such privacy rights, interests or claims to confidentiality the user may have under state or federal law.
    - (v) The district will not be liable for, and does not warrant in any way, purchases made by any user over the network. Users shall not make purchases of goods and/or services via the district's network.

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- (b) Policy and Rules for Acceptable Use of Computers and the Network: The following policy and rules for acceptable use of computers and the network, including Internet, shall apply to all district administrators, faculty, staff and students. The term "Users", as contained herein, shall apply to all such individuals. The Superintendent, or the Superintendent's designee, is hereby delegated all authority and is the ultimate person in charge of the district network and technology resources or equipment, and the same shall also be under the direct supervision of the site or building administrator where located, sometimes herein called "network administrators."
- (i) Users shall not erase, remake, or make unusable anyone else's computer, information, files, programs or disks. In addition to any other disciplinary action or legal action that may occur, any user violating this rule shall be liable for any and all damages to the computer, information, files, programs or disks.
  - (ii) Users shall not let other persons use their name, account, log-on password, or files for any reason (except for authorized staff members).
  - (iii) Users shall not use or try to discover another user's account or password.
  - (iv) Users shall not use the computers or network for non-instructional or non-administrative purposes (e.g., games or activities for personal profit).
  - (v) Users shall not use the computer for unlawful purposes, such as illegal copying or installation of unauthorized software.
  - (vi) Users shall not copy, change, or transfer any software or documentation provided by teachers, or other students without permission from the network administrators.
  - (vii) Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code, software or information designed to self-replicate, damage, or otherwise hinder the performance of the network or any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
  - (viii) Users shall not use the computer to annoy or harass others with language, images, or threats. Users shall not access, accept, create or send any obscene, vulgar, lewd, tasteless, or objectionable messages, information, language, or images.
  - (ix) Users shall not damage the network or equipment, damage information belonging to others, misuse network resources, or allow others to misuse network resources. In addition to any other disciplinary action or legal action that may occur, any user violating this or any other rule shall be liable for any and all damages to the computer, network, information, files, programs or disks.
  - (x) Users shall not tamper with computers, networks, printers, or other associated equipment except as directed by the teacher or network administrator.
  - (xi) Users shall not take technology equipment (hardware or software) from the school grounds or remove such from computer work areas without written permission of the network administrator.

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- (c) Etiquette and Rules for Use of Computers and the Network: All users of computers and the network are expected to abide by the generally accepted rules of network etiquette. Informal rules of behavior have evolved for the use of and communication on the network, Internet and other on-line services. Breaches can result in harsh criticism by others. These rules of behavior include (but are not limited to) the following:
- (i) Be polite. Do not become abusive in your messages to others.
  - (ii) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language, message, information or images.
  - (iii) Do not reveal your personal account, address or phone numbers, or that of other students or colleagues.
  - (iv) Note that electronic mail (e-mail) is specifically not guaranteed to be private. People who operate the system do have access to mail. Messages relating to or in support of illegal activities may be reported to the authorities. Messages which violate the rules will result in disciplinary action.
  - (v) All communications and information accessible via the network should be assumed to be private property of others.
  - (vi) Do not place unlawful information on any network system.
  - (vii) Keep paragraphs and messages short and to the point. Focus on one subject per message.
  - (viii) Include your signature at the bottom of e-mail messages. Your signature footer should include your name, position, affiliation, and network or Internet address.
  - (ix) Other rules may be established by the network administrators or teachers from time to time.
- (d) Penalties for Violation of Rules: All of the policies, rules, and procedures for acceptable use of computers and the network are intended to make the computers and the network more reliable for users. They are also intended to minimize the burden of administrating the networks so that more time can be spent on education and enhancing services. Use of the computer and access to telecommunications resources is a privilege and not a right. Violation of the policies, rules, and procedures concerning the use of computers and the network may result in disciplinary action up to, and including, loss of access, suspension and/or expulsion of students from school and loss of access, suspension, termination, non-renewal or cancellation of the contract of administrators, teachers, or other school employees.
- (e) Student and Parent Agreements: Students and parents may be required to sign a computer and network use agreement as a condition of the student being permitted to use such equipment.
- (7) Risks of Twitter, Facebook and other Social Networking:  
The purpose of this message is to give our students information about the risks of using Twitter, Facebook, Snapchat, and similar social networking sites.

## Article 8 - Student Conduct Rules

These sites are public sources of information. The information may be seen by your school administrators, your parents, and law enforcement. It is also accessible to people who you don't even know now, but may later want to impress—such as university admissions and scholarship officials and prospective employers. In fact, many large companies now search the internet as a means of conducting background checks on job applicants. What you say now on Twitter may affect you years later.

What you say now on Twitter may also affect you right now. Pictures or writings that show that you have violated student conduct rules may result in school discipline. A picture of a student drinking a beer may very well lead to a suspension from activities if the school learns about it. Criminal charges may be filed against you based on information posted on Twitter.

Many social networking sites have published guides for schools with some suggestions that we would like to share with you:

Here are some common sense guidelines that you should follow when using Twitter and the Internet in general:

- Don't forget that your profile and Twitter forums are public spaces. Don't post anything you wouldn't want the world to know (e.g., your phone number, address, IM screens name, or specific whereabouts).
- Avoid posting anything that would make it easy for a stranger to find you, such as where you hang out every day after school.
- People aren't always who they say they are. Be careful about adding strangers to your friends list. It's fun to connect with new friends from all over the world, but avoid meeting people in person whom you do not fully know. If you must meet someone, do it in a public place and bring a friend or trusted adult.
- Harassment, hate speech and inappropriate content should be reported. If you feel someone's behavior is inappropriate, react. Talk with a trusted adult, or report it to social networking sites or the authorities.
- Don't post anything that would embarrass you later. Think twice before posting a photo or info you wouldn't want your parents or boss to see!
- Don't mislead people into thinking that you're older or younger. If you lie about your age, profiles may be deleted.

We urge all students to following these common sense guidelines.

### **Section 4 Reporting Student Law Violations:**

- (1) Cases of law violations or suspected law violations by students will be reported to the police and to the student's parents or guardian as soon as possible.
- (2) When a Principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the

## Article 8 - Student Conduct Rules

Principal or other school official will take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken. An exception applies when a minor has been taken into custody as a victim of suspected child abuse; in that event the Principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

- (3) In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it shall be the policy of the Chase County Schools to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:
  - (a) Knowingly possessing illegal drugs or alcohol.
  - (b) Assault.
  - (c) Vandalism resulting in significant property damage.
  - (d) Theft of school or personal property of a significant nature.
  - (e) Automobile accident.
  - (f) Any other behavior which significantly threatens the health or safety of students, staff or other persons or which is required by law to be reported.

## **Article 9 - Extra-Curricular Activities - Rights, Conduct, Rules and Regulations**

### **Section 1 Extracurricular Activity Philosophy**

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens.

#### Safety

The District's philosophy is to maintain an activities program, which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

#### Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

### **Section 2 Extracurricular Activity Code of Conduct**

**Purpose of the Code of Conduct.** Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

## Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules and Regulations

### **Scope of the Code of Conduct.**

Activities Subject to the Code of Conduct: The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, ~~dance team~~, Pep Club, Pep Band, vocal, band, speech and drama, One-Act, FBLA, FCCLA, FFA, Spanish Club, Art Club, Student Council, Student Advisory Board, National Honor Society, and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on and off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

**Grounds for Extracurricular Activity Discipline.** Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been determined by the Board of Education to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

## Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules and Regulations

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
7. Selling, using, possessing or dispensing alcohol, tobacco, narcotics, drugs, a controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. (Note: Refer to "Drug and Alcohol Violations" for further information).
8. Public indecency.
9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.
10. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events;
11. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
12. Repeated violation of any of the school rules.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly

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understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.

15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for those students riding Chase County School buses or vehicles used for activity purposes.
17. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
18. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.
19. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.
20. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.
21. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

### **Drug and Alcohol Violations.**

#### Meaning of Terms.

Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

Under the influence means any level of impairment and includes even the odor of alcohol on the breath or person of a student, or the odor of an illicit drug on the student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant.

Possession includes having control of the substance and also includes being in the same area where the substance is present and no responsible adult present and responsible for the substance. Possession includes situations where, for example:

- (1) Alcohol is in a vehicle in which the student is present. The student is considered to be

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in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol; and

- (2) Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol.

In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon the student could safely do so. (Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

### **Consequences.**

Students may be suspended from practices or participation in interscholastic competition or participation in co-curricular activities for violations of the Code of Conduct. The period of suspension or other discipline for such offenses shall be determined by the school administration.

The disciplinary consequence will be determined based on consideration of the seriousness of the offense, any prior violations, the student's compliance with the self-reporting obligations, the student's level of cooperation and willingness to resolve the matter, and the student's demonstration of a commitment to not commit future violations.

Because of the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations:

### **Drugs and Alcohol.**

An activity participant who violates the drug or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: ~~45 days~~ 20 school days or a minimum of the next (1) school activity.
2. Second Violation or Any Subsequent Offense: ~~One (1) calendar year~~ 40 school days or a minimum of the next two school activities.
- 2.3. Third Violation: Student will be ineligible for the remainder of the current school year.
- 3.4. Reduction for Self-Reporting: If the student has self-reported, the penalty will be reduced to 10 school days for the first offense and 20 school days for subsequent offenses. Minimum missed activities will not be reduced. ~~the first violation shall be reduced to 21 days for the first violation. A commensurate reduction~~

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~~(approximately one half, as determined by the administration) for a second or subsequent violation shall be given for self-reporting.~~

4.5. Reduction for Participation in Chemical Dependency Program: If the student and parents agree to participate in a school-approved program for chemical dependency, the consequence will be reduced to only the next activity in which the student was to participate (including at least one contest) in the case of a first violation, and to a commensurate reduction (approximately 80%, as determined by the administration, for a second or subsequent violation).

The program must be administered by a certified alcohol and drug abuse counselor and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of the program must be submitted in writing to the Activities Director. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from extracurricular activities for one (1) calendar year. All costs associated with the program are to be borne by the student/parent or guardian.

5.6. More Serious Violations: In the event of more serious drug or alcohol violations, such as students engaging in use of especially serious drug offenses (cocaine, meth, etc.) or procuring alcohol for minors, the consequence of the violation is not restricted by the foregoing, and may be established in the good discretion of the administration.

**Steroid Offenses.** A student who possesses, dispenses, delivers, or administers anabolic steroids shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: Thirty (30) consecutive days.
2. Second or Any Subsequent Offense: One (1) calendar year.

**When Suspensions Begin.** All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions in the Spring will be carried over to the Fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

**Letters and Post-Season Honors.** A student who commits a Code of Conduct violation is:

1. Eligible to letter, provided the student meets the criteria of the coach or sponsor.
2. Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation. The coach/sponsor, with the Athletic Director's approval, may make an exception where the student has self-reported or otherwise demonstrated excellence in character allowing for such honors.

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**Self-Reporting.** A student who violates the Code of Conduct must self-report. A failure to self-report will lead to a longer suspension or other discipline. The self-report must be made to: the principal, athletic director, or the head coach or sponsor of an activity in which the student participates. The student’s parent or guardian may initiate the self-reporting process, but the student will be later required to give a written statement of the self-report. The self-report must be made the earlier of: (1) before the end of the next school day after the conduct occurred and (2) before participation in an extracurricular or co-curricular activity.

In making a self-report, the student must identify the events that took place, what conduct the student engaged in, and any witnesses to the student’s conduct, and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. Students may be disciplined for a failure to be honest and forthright.

**Determining a Violation Has Occurred.** A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria:

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
2. When a student is convicted of a criminal offense. Conviction includes, without limitation, a conviction, a plea of no contest and an adjudication of delinquency by a juvenile court.
3. When a student admits to violating one of the standards of the Code of Conduct.
4. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

**Procedures for Extracurricular Discipline.** The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances and determine whether the

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suspension will help the student or other students, further school purposes, or prevent an interference with a school purpose.

2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference.
  - a. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
  - b. The suspension may be imposed prior to the meeting if the meeting can not reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.
3. Notice Letter. Within two (2) school days (two (2) business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parents or guardian. The statement will describe the student's conduct violation and the discipline imposed. The student and parents or guardian will be informed of the opportunity to request a hearing.
4. Informal Hearing Before Superintendent. The student or student's parent/guardian may request an informal hearing before the Superintendent. The Superintendent may designate the Athletic Director or another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.
  - a. A form to request such a hearing must be signed by the parent or guardian. A form will be provided with the notice letter or otherwise be made available by request from the Principal's office.
  - b. The request for a hearing must be received by the Superintendent's office within five (5) days of receipt of the notice letter.
  - c. If a hearing is requested:
    - i. The hearing will be held within ten (10) calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
    - ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
    - iii. Upon conclusion of the hearing, a written decision will be rendered within five (5) school days (ten (10) calendar days if school is not in session). The written decision will be mailed or otherwise delivered to the participant, parents or guardian.
    - iv. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the informal hearing) will be kept by

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the school if requested sufficiently in advance of the hearing by the parent/guardian.

5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures.
6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

### **Section 3 Attendance**

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have “excessive absences” as determined under the school’s attendance policy are ineligible to participate in extracurricular activity contests or performances. Students who have four (4) or more unexcused absences in the semester of participation will be ineligible to participate in extracurricular activity contests or performances.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance no later than 11:30 AM. periods 5 through 8. A student who is not in attendance periods 5 through 8-A student who is not in attendance by 11:30 AM is ineligible for the contest, performance, or activity.

Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the Principal or Athletic Director.

Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

### **Section 4 Academic Standards**

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities show evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities students must:

1. Be enrolled in at least 25 credit hours in the semester of participation.
2. Maintain passing grades in all courses. Grades will be checked at the start of the week. A student who is not passing one (1) or more classes at this time will be assigned to progress monitoring lunch. If the grade remains below passing on

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Thursday at 1:00, Friday study hall will be assigned where the student can work. If by the end of the day, the student is still failing, the student will be ineligible for activities for the following week.

3. Academic requirements do not apply to:
  - (A) Instructional field trips which are a part of the scheduled course learning experience; or
  - (B) Activities or events which are considered in determining the student's grade.

### **Section 5 “Team Selection” and “Playing Time”**

“Team selection” and “playing time” decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purposes of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these established guidelines:

1. School Representative. Student participants must demonstrate that they can and will represent themselves and their school in a manner which reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.
2. Success. Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of these criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

### **Section 6 School Dances**

A school-sponsored dance is a school activity subject to all provisions of the Student Activity Code, and is a privilege available to students meeting all requirements for participation.

**General Rules of Student Conduct at Dances.** In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

1. Who Can Attend: Only students of Chase County Schools and their guests may attend.
  - a. Students currently attending Chase County High School or another Nebraska high school who have not been restricted from attending extracurricular activities at Chase County High School or their own school are generally considered appropriate dates or invited guests.
  - b. Persons who are younger than 16 or older than 20 years of age and not attending high school are generally considered to not be appropriate dates or invited guests for our school dances.

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- c. Some school dances may be restricted to students attending specified grades levels at Chase County Schools. For any dances at the middle school level, only students attending Chase County Schools in the grade(s) for which the dance is being held may attend.
  - d. Students who have been suspended from school or from extracurricular activities may not attend.
  - e. The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.
  - f. Rules for dances may restrict students and their guests from leaving the dance until the dance ends without written parental permission on a form provided.
  - g. Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.
2. Prohibited Substances: Alcoholic beverages, illegal drugs, and tobacco are prohibited. Anyone using prohibited substances or showing the affects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents may be contacted.

Students and their dates may be required to submit to a breathalyzer prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student’s date is under the influence of alcohol or drugs.

3. Appropriate Attire: Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student’s attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change the inappropriate clothing. It is advisable to check in advance of the dance with the Principal or staff sponsor for the event if you are uncertain about your attire.

**Eligibility for Selection as Royalty.** Nomination and selection as royalty for school sponsored dances is an honor awarded by students to those of their peers that exemplify the highest standards of integrity and achievement. Students nominated for dance royalty must have demonstrated through their conduct, academic achievement and activities that they have represented, and will represent, themselves, their classmates, and their school in a manner which reflects outstanding effort, commitment to their school and fellow students, and integrity and good citizenship in the school and in the community. The students selected to be the “royalty” for the Homecoming and Prom or any other school sponsored dance or activity shall meet that general standard as determined by the administration and, in addition, meet the following specific academic, activity and conduct standards:

1. Achievement, Citizenship and Conduct Qualifications:

## Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules and Regulations

- a. The student must have exhibited sportsmanship and leadership in activity endeavors and participation.
  - b. The student must have exhibited a cooperative and respectful attitude toward fellow students, teammates, opponents, sponsors, coaches, and officials.
  - c. The student must not have had excessive violations of school policies and procedures during their high school career.
  - d. The student may not, within 24 months of the dance, have engaged in criminal violations involving: (i) alcohol, drugs or tobacco; (ii) driving law violation in which the penalty is a loss of four (4) points or more under the point system; (iii) a Class I, II, III, or IIIA or Class W misdemeanor; or (iv) a felony. Criminal violations will be deemed to have occurred where: (a) a student was cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist or (b) a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.
2. Royalty Candidate Eligibility and Selection: The determination of whether a student meets the foregoing conduct and citizenship qualification standards shall be made by a committee appointed by the Principal for each dance at which royalty is to be selected (“Royalty Candidate Eligibility and Selection Committee”). The committee will ordinarily include the Principal, Activity Director and the certificated staff sponsors.
3. Pre-Qualification of and Acceptance by Student: All students nominated for dance royalty shall meet with the Principal. At the meeting the Principal will review the eligibility requirements for the honor of dance royalty. The student will be required to confirm that the student meets all eligibility requirements. The student will be required to confirm his or her acceptance of the nomination for dance royalty and the responsibilities of such an all school honor. The Principal or designee may contact local, county and/or state law enforcement and judicial authorities to confirm a student’s eligibility for the honor of being nominated for or awarded dance royalty.
4. Specific Dance Eligibility and Selection Requirements:
- a. Homecoming Queen & King:
    - Only a senior girl shall be eligible to be Queen and only a Senior boy shall be eligible to be King.
    - To be eligible, a candidate must agree to attend the entire Homecoming Dance and represent the school properly.
    - The queen and king will be chosen from the qualified nominees by secret vote of the student body during Homecoming week. Crowning will be held at the fall sports event deemed to have the largest attendance.
  - b. Prom King and Queen:

## Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules and Regulations

- Only a Senior girl shall be eligible to be Queen and a Senior boy shall be eligible to be King. The candidates may not have been previously selected as royalty at another school sponsored dance.
- To be eligible, a candidate must agree to attend the entire Prom Dance and represent the school properly.
- The three queen and three king nominees will be selected by faculty with the secret vote of the junior and senior class to determine king and queen.

### **Section 7 Relationships Between Parents and Coaches/Sponsors**

Both parenting and coaching are very difficult vocations. By establishing an understanding between coaches and parents, both are better able to accept the actions of the other and provide a more positive experience for everyone.

Parents have the right to know the expectations placed on them and their children. Coaches and sponsors have the right to know that if parents have a concern, they will discuss it with the coach at the appropriate time and place.

#### Parents' Role in Interscholastic Athletics and Other Extracurricular Activities

##### Communicating with your children

- Make sure that your children know that win or lose, scared or heroic, you love them, appreciate their efforts and are not disappointed in them. This will allow them to do their best without fear of failure. Be the person in their life they can look to for constant positive reinforcement.
- Try your best to be completely honest about your child's athletic ability, competitive attitude, sportsmanship and actual skill level.
- Be helpful but don't coach them. It's tough not to, but it is a lot tougher for the child to be flooded with advice and critical instruction.
- Teach them to enjoy the thrill of competition, to be "out there trying," to be working to improve their skills and attitudes. Help them develop the feeling for competing, for trying hard, for having fun.
- Try not to relive your athletic life through your child in a way that creates pressure. If they are comfortable with you win or lose, then they are on their way to maximum enjoyment.
- Don't compete with the coach. If your child is receiving mixed messages from two (2) different authority figures, he or she will likely become disenchanted.
- Don't compare the skill, courage, or attitude of your child with other members of the team.
- Get to know the coach(es). Then you can be assured that his or her philosophy, attitudes, ethics, and knowledge are such that you are happy to have your child under his or her leadership.
- Always remember that children tend to exaggerate, both when praised and when criticized. Temper your reaction and investigate before overreacting.

##### Communicating with the Coach

- Communication you should expect from your child's coach includes:

## Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules and Regulations

- Philosophy of the coach
- Expectations the coach has for your child
- Locations and times of all practices and contests
- Team requirements
- Procedure should your child be injured
- Discipline that results in the denial of your child’s participation
- Communication coaches expect from parents
  - Concerns expressed directly to the coach
  - Notification of any schedule conflicts well in advance
  - Specific concerns in regard to a coach’s philosophy and/or expectations
- Appropriate concerns to discuss with coaches:
  - The treatment of your child, mentally and physically
  - Ways to help your child improve
  - Concerns about your child’s behavior
  - Injuries or health concerns. Report injuries to the coach immediately!! Tell the coach about any health concerns that may make it necessary to limit your child’s participation or require assistance of trainers. Students are sometimes unwilling to tell coaches when they are injured, so please make sure the coach is told.
- Issues not appropriate to discuss with coaches:
  - Playing time
  - Team strategy
  - Play calling
  - Other student-athletes (except for reporting activity code violations)
- Appropriate procedures for discussing concerns with the coaches:
  - Call to set up an appointment with the coach
  - Do not confront a coach before or after a contest or practice (these can be emotional times for all parties involved and do not promote resolution)
- What should a parent do if the meeting with the coach did not provide satisfactory resolution?
  - Call the athletic director to set up a meeting with the athletic director, coach, and parent present.
  - At this meeting, an appropriate next step can be determined, if necessary.

### **Section 8 Good Sportsmanship—Behavior Expectations of Spectators**

Good sportsmanship is expected to be exhibited by all coaches, sponsors, students, parents and other spectators. The school can be punished by NSAA for a lack of good sportsmanship at NSAA sanctioned events. More importantly, activities are more enjoyable for the students when good sportsmanship is displayed.

## Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules and Regulations

### Responsibilities of Spectators Attending Interscholastic Athletics and Other Extracurricular Activities

1. Show interest in the contest by enthusiastically cheering and applauding the performance of both teams.
2. Show proper respect for opening ceremonies by standing at attention and remaining silent when the National Anthem is played.
3. Understand that a ticket is a privilege to observe the contest, not a license to verbally attack others, or to be obnoxious. Maintain self-control.
4. Do not “boo,” stamp feet or make disrespectful remarks toward players or officials.
5. Learn the rules of the game, so that you may understand and appreciate why certain situations take place.
6. Know that noisemakers of any kind are not proper for indoor events.
7. Obey and respect officials and faculty supervisors who are responsible for keeping order. Respect the integrity and judgment of game officials.
8. Stay off the playing area at all times.
9. Do not disturb others by throwing material onto the playing area.
10. Show respect for officials, coaches, cheerleaders and student-athletes.
11. Pay attention to the half-time program and do not disturb those who are watching.
12. Respect public property by not damaging the equipment or the facility.
13. Know that the school officials reserve the right to refuse attendance of individuals whose conduct is not proper.
14. Refrain from the use of alcohol and drugs on the site of the contest.

### **Section 9 Student Fees Policy**

The Board of Education of Chase County Schools has adopted this student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District’s general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District’s policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

## Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules and Regulations

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "1," which provides further specifics of student fees and materials required of students for the current school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

(1) Guidelines for non-specialized attire required for specified courses and activities. The District will provide attire for all Physical Education courses grades 5-12. This will include the first set of items including shirt and shorts. If the student loses the shirt or shorts, they can be purchased at a cost of \$10 per item. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

### (2) Personal or consumable items & miscellaneous

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

### (b) Courses

(i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day.

## Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules and Regulations

Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

(ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

(iii) Materials Required for Course Projects. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

(iv) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.

(v) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject to payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

(vi) Computer use and replacement. A one time, nonrefundable \$30 per year use fee will be charged for using a school computer. These dollars will be used toward any repairs needed up to \$30. Any costs above and beyond will need to be covered by the student and their family.

(3) Extracurricular Activities–Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases

## Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules and Regulations

or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extra curricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities–Fees for participation. Any fees for participation in extracurricular activities for the current school year are further specified in Appendix “1.” Admission fees are charged for extracurricular activities and events.

(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase “postsecondary education costs” means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.

(6) Transportation costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

(7) Copies of student files or records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one (1) copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

(8) Participation in before-and-after-school or prekindergarten services. Students are responsible for fees required for participation in before-and-after-school or prekindergarten services offered by the District, except to the extent such services are required to be provided without cost.

(9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

## Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules and Regulations

(10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District’s breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a “school store,” a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.

(11) Waiver Policy. The District’s policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced-price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one (1) student resides, at no cost.

(13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules and Regulations

**Appendix“1” to 2018-2019 Student Fees Policy of Chase County Schools—  
Additional Specification of Required Materials and Fees**

<b>Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum)<sup>1</sup> or Specific Material Required</b>
<b>Elementary Program</b>		
Physical Education classes	All students will be given the first set of PE uniforms. Students will need to purchase any replacement/lost uniforms.	Tennis shoes and socks. Replacement uniform \$20.00
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music—Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student. Refundable damage deposit of \$20.00 for use of school owned instrument.
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None—necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Field Trips	Transportation and admission costs of field trips	None—costs of school sponsored, class-related field trips will be paid for by the school. School lunches will be provided as needed for free-reduced lunch eligible students.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Five cents (.05) per page when charges apply.
School Meals		Breakfast—\$1.45 (K-12) Lunch—\$2.65 (K-8) \$2.90 (9-12) Adults—\$3.65 (Lunch) \$2.15 (Break) Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Post-secondary education classes	Tuition and fees for college courses taken for credit.	None— Any postsecondary education costs are to be paid directly by students to the college.
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved.

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Computer Use		\$30 per year use fee. This is a nonrefundable fee. Damages up to \$30 will be covered by the district. Costs that exceed \$30 will be covered by student and/or family.																						
<b>Extracurricular and other programs</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>																						
<b>Athletic Programs</b>																								
Admission	Spectator fees for admission to events	There is no charge for CCS students to enter activities.																						
Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student’s physician or clinic.																						
Equipment and attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity.	<p>Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include:</p> <table border="1"> <tr> <td>Basketball</td> <td>No additional</td> </tr> <tr> <td>Cross Country</td> <td>No additional</td> </tr> <tr> <td>Football</td> <td>Mouthpiece</td> </tr> <tr> <td>Golf</td> <td>Golf bag &amp; clubs</td> </tr> <tr> <td>Softball</td> <td>Softball glove</td> </tr> <tr> <td>Speech/Debate</td> <td>Dress attire; copies of research</td> </tr> <tr> <td>Track</td> <td>No additional</td> </tr> <tr> <td>Volleyball</td> <td>Volleyball knee pads</td> </tr> <tr> <td>Wrestling</td> <td>Wrestling head gear</td> </tr> <tr> <td>Cheerleading and Dance Team Squads</td> <td>Shoes, approved uniforms (top &amp; skirt; jacket), poms and other accessories</td> </tr> <tr> <td>Show Choir</td> <td>Dress attire</td> </tr> </table>	Basketball	No additional	Cross Country	No additional	Football	Mouthpiece	Golf	Golf bag & clubs	Softball	Softball glove	Speech/Debate	Dress attire; copies of research	Track	No additional	Volleyball	Volleyball knee pads	Wrestling	Wrestling head gear	Cheerleading and Dance Team Squads	Shoes, approved uniforms (top & skirt; jacket), poms and other accessories	Show Choir	Dress attire
Basketball	No additional																							
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Cheerleading and Dance Team Squads	Shoes, approved uniforms (top & skirt; jacket), poms and other accessories																							
Show Choir	Dress attire																							
Travel meals	Meals	Students are responsible for their own meals while traveling																						
Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student’s expense.																						
Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms.																						

Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules and Regulations

		Uniforms for the marching band will be supplied by the school.
<b>Clubs/Organizations</b>		
Future Business Leaders (FBLA)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
(FFA)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
Future Career/Community Leaders (FCCLA)	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
National Honor Society	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
Science Club	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
1. Student Council	State & national dues, meals and activities	Annual dues not to exceed \$50.00 per club.
2. Social & Recognition Activities	Admission to event	There is no charge for CCS students to enter activities.
3. School plays, musicals- and social activities	Admission to events	There is no charge for CCS students to enter activities.
4. School dances	Admission to prom, homecoming, etc.	Nominal charge may be assessed.
5. Senior recognition assessment	Optional graduation activities	There is no charge for CCS graduates.
6. Trips	Transportation, lodging, meals, admission to events, etc.	Students are responsible for costs of school sponsored trips where the trip is an extracurricular activity.

## **Article 10 - State and Federal Programs**

### **Section 1 Notice of Nondiscrimination**

The Chase County Schools does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status in the admission, access to its facilities or programs or activities, treatment, or employment.

### **Section 2 Designation of Coordinators**

Any person having concerns or needing information about the District's compliance with anti-discrimination laws or policies should contact the District's designated Coordinator for the applicable anti-discrimination law.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Superintendent
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

The Coordinator may be contacted at: 520 E. 9<sup>th</sup> Street, Imperial, Nebraska 69033, (308) [882-4304].

### **Section 3 Anti-discrimination & Harassment Policy**

Elimination of Discrimination. The Chase County Schools hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

#### Preventing Harassment and Discrimination of Students.

Purpose: Chase County Schools is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, Chase County Schools will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

## Article 10 - State and Federal Programs

In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;

Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time.

The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

### Complaint and Grievance Procedures:

Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if as a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of

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Chase County Schools. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

The supervisor, teacher or the Superintendent will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of this policy.

### **Section 4      Multicultural Policy**

The philosophy of the District's multicultural education program is that students will have improved ability to function as productive members of society when provided with: (a) an understanding of diverse cultures and races, the manner in which the existence of diverse cultures and races have affected the history of our Nation and the world, and of the contributions made by diverse cultures and races (including but not be limited to African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans) and (b) with the ability and skills to be sensitive toward and to study, work and live successively with persons of diverse cultures and races. The mission shall also include preparing students to eliminate stereotypes and discrimination or harassment of others based on ethnicity, religion, gender, socioeconomic status, age, or disability.

### **Section 5      Notice to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973**

The following is a description of the rights granted to qualifying students with disabilities under Section 504 of the Rehabilitation Act. The intent of the law is to keep you fully informed concerning the decisions about your child and to inform you of your rights if you disagree with any of these decisions. You have the right to:

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her disability.
2. Have the school district advise you of your rights under federal law.
3. Receive notice with respect to identification, evaluation or placement of your child.
4. Have your child receive a free appropriate public education.
5. Have your child receive services and be educated in facilities, which are comparable to those provided to every student.
6. Have evaluation, educational and placement decisions made based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
7. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
8. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.
9. Examine all relevant records relating to decisions regarding your child's

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- identification, evaluation and placement.
10. Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program or placement. (You and your child may take part in the hearing. Hearing requests are to be made to the Superintendent.)
  11. File a local grievance.

### **Section 6 Notification of Rights Under FERPA**

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. The right to inspect and review the student's education records within 45 days of the day the District receives a request for access.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading.

Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks.

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A 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.

Upon request, the District discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-4605

### **Notice Concerning Directory Information**

The District may disclose directory information. The types of personally identifiable information that the District has designated as directory information are as follows:

1. Student's Name, address, telephone listing, and the name, address, telephone listings (if not unlisted), e-mail address and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student;
2. School and dates of attendance;
3. Student's current grade;
4. Student's enrollment status (e.g. full-time or part-time);
5. Student's date of birth and place of birth;
6. Student's extra-curricular participation;
7. Student's achievement awards or honors;
8. Student's weight and height if a member of an athletic team;
9. Student's photograph; and
10. School or school district the student attended before he or she enrolled in [Name] Public Schools.

Notwithstanding the foregoing, the District does not designate as directory information personally identifiable information from students' education records where the District determines that the disclosure to the potential recipient poses a risk to student safety or well-being, including but not limited to circumstances where the potential recipient is a registered sex offender and the personally identifiable information would permit the potential recipient to communicate with or otherwise contact the student.

A parent or eligible student has the right to refuse to let the District designate information about the student as directory information. The period of time within which a parent or eligible student has to notify the District in writing that he or she does not want information about the student designated as directory information is as follows: two (2) weeks from the time this information is first received. Please contact the Superintendent's office to indicate your refusal to have your child's information designated as directory information.

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The District may disclose information about former students without meeting the conditions in this section.

The District's policy is for education records to be kept confidential except as permitted by the FERPA law, and the District does not approve any practice, which involves an unauthorized disclosure of education records. In some courses student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. The District does not either approve or disapprove such teaching practices, and designates such student work as directory information and/or as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the District in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

### Notice Concerning Designation of Law Enforcement Unit:

The District designates the City of Imperial Police Department as the District's "law enforcement unit" for purposes of (1) enforcing any and all federal, state or local law, (2) maintaining the physical security and safety of the schools in the District, and (3) maintaining safe and drug free schools.

### **Section 7 Notice Concerning Disclosure of Student Recruiting Information**

The No Child Left Behind Act requires that the District provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that the District not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written parental consent. The District will comply with any such request.

### **Section 8 Notice Concerning Staff Qualifications**

The No Child Left Behind Act gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. Upon request, the District will give parents/guardians the following information about their child's classroom teacher:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree. We will also, upon request, tell parents/guardians whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional. The request for information should be made to an administrator in your child's school building. The information will be provided to you in a timely manner. Finally, the District will give timely notice to you if your child has been assigned, or has been taught for four (4) or more consecutive weeks by a teacher who does not meet the requirements of the Act.

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### **Section 9 Student Privacy Protection Policy**

It is the policy of Chase County Schools to develop and implement policies which protect the privacy of students in accordance with applicable laws. The District's policies in this regard include the following:

Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties: Parents shall have the right to inspect, upon the parent's request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent's child.

Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive: The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed "Definition of Surveys of Matters Deemed to be Sensitive"), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: "Notification of and Right to Opt-Out of Specific Events."

Right of Parents to Inspect Instructional Materials: Parents have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term "instructional materials" for purposes of this policy. The procedures for making and granting a request to inspect instructional materials are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five (5) school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and place as will not interfere with the educator's intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

Rights of Parents to be Notified of and to Opt-Out of Certain Physical Examinations or Screenings. The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parental opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical examinations or screenings which do not fit into the

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applicable exceptions, the District will follow the procedures set forth in the section entitled: “Notification of and Right to Opt-Out of Specific Events.”

Protection of Student Privacy in Regard to Personal Information Collected from Students: The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information. “Personal information” for purposes of this policy means individually identifiable information about a student including: a student or parent’s first and last name, home address, telephone number, and social security number. The term “personal information,” for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

Parental Access to Instruments used in the Collection of Personal Information: While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received. The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five (5) school days, shall consult with the school staff member or person responsible for the program, which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

Annual Parental Notification of Student Privacy Protection Policy: The District provides parents with reasonable notice of the adoption or continued use of this policy and other policies related to student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any

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substantive change in such policies.

Notification to Parents of Dates of and Right to Opt-Out of Specific Events: The District will directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information).

Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and,

Any non-emergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parental opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act ).

Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities.

In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

Definition of Surveys of Matters Deemed to be Sensitive: Any survey containing one or more of the following matters shall be deemed to be “sensitive” for purposes of this policy:

1. Political affiliations or beliefs of the student or the student’s parent;
2. Mental or psychological problems of the student or the student’s parent;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating or demeaning behavior;
5. Critical appraisals of other individuals with whom the student has close family relationships;
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. Religious practices, affiliations, or beliefs of the students or the student’s parent;
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such

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program).

### **Section 10 Parental Involvement Policies**

#### **A. General - Parental/Community Involvement in Schools:**

Chase County Schools welcomes parental involvement in the education of their children. We recognize that parental involvement increases student success. It is the District's policy to foster and facilitate, to the extent appropriate and in their primary language, parental information about, and involvement in, the education of their children. Policies and regulations are established to protect the emotional, physical and social well-being of all students.

1. Parental involvement is a part of the ongoing and timely planning, review and improvement of district and building programs.
2. Parents are encouraged to support the implementation of district policies and regulations.
3. Parents are encouraged to monitor their student's progress by reviewing quarterly report cards and attending parent-teacher conferences.
4. Textbooks, tests and other curriculum materials used in the district are available for review by parents upon request.
5. Parents are provided access to records of students according to law and school policy.
6. Parents are encouraged to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher or counselor and administrator. Parents' continued attendance at such activities will be based on the students' well-being.
7. Testing occurs in this school district as determined to be appropriate by district staff to assure proper measurement of educational progress and achievement.
8. Parents submitting written requests to have their student excused from testing, classroom instruction and other school experiences will be granted that request when possible and educationally appropriate. Requests should be submitted to the proper teacher or administrator within a reasonable time prior to the testing, classroom instruction or other school experience and should be accompanied by a written explanation for the request. A plan for an acceptable alternative shall be approved by the proper teacher and administrator prior to, or as a part of, the granting of any parent request.
9. Participation in surveys of students occurs in this district when determined appropriate by district staff for educational purposes. Parents will be notified prior to the administration of surveys in accordance with district policy. Timely written parental requests to remove students from such surveys will be granted in accordance with district policy and law. In some cases, parental permission must be given before the survey is administered.
10. Parents are invited to express their concerns, share their ideas and advocate for their children's education with board members, administrators and staff.
11. School district staff and parents will participate in an annual evaluation and revision, if needed, of the content and effectiveness of the parental involvement policy.

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### B. Title I Parental Involvement Policy:

The District's Title I Parental Involvement Policy is established in compliance with the No Child Left Behind Act. The District has a parental involvement policy applicable to parents of all children. The parental involvement policy applicable to parents of all children is not replaced by this Title I Parental Involvement Policy and shall continue to be applicable to all parents, including parents participating in Title I programs.

It is the policy of the District to implement programs, activities, and procedures for the involvement of parents in Title I programs consistent with the Title I laws. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children.

Expectations for Parental Involvement: It is the expectation of the District that parents of participating children will have opportunities available for parental involvement in the programs, activities, and procedures of the District's Title I program. The term "parental involvement" means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—(A) that parents play an integral role in assisting their child's learning; (B) that parents are encouraged to be actively involved in their child's education at school; (C) that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in this parental involvement policy. The District intends to meet this expectation through the following activities:

1. Involving parents in the joint development of the District's Title I plan and the processes of school review and school improvement.
2. Providing coordination, technical assistance, and other support necessary to assist participating schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance.
3. Building the schools' and parents' capacity for strong parental involvement.
4. Coordinating and integrating parental involvement strategies under Title I with parental involvement strategies under other programs.
5. Conducting, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the academic quality of the schools served under the Title I program, including identifying barriers to greater participation by parents in Title I programs, with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background, and use the findings of such evaluation to design strategies for more effective parental involvement, and to revise, if necessary, the parental involvement policies of the District.
6. Involving parents in the activities of the schools served under Title I.

Policy Involvement: Each school served under the Title I program will:

1. Convene an annual meeting, at a convenient time, to which all parents of

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participating children shall be invited and encouraged to attend, to inform parents of their school's participation under the Title I program and to explain the requirements of the Title I program.

2. Offer a flexible number of meetings, such as meetings in the morning or evening. If sufficient funds are provided for this purpose, the District may assist parental involvement in such meetings by offering transportation, child care, or home visits.
3. The District will provide high-quality curriculum and instruction to enable children to meet state and academic achievement standards.
4. Involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of Title I programs.
5. Provide parents of participating children: (1) timely information about programs under Title I, (2) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and (3) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.
6. If the District operates a school-wide program under Title I and such plan is not satisfactory to the parents of participating children, submit any parental comments on the plan when the school makes the plan available to the District.

Shared Responsibilities for High Student Academic Achievement: As a component of the District's parental involvement policy, each school served under the Title I program will jointly develop with parents for all children served under the Title I program a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards. Such compact shall: (1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I to meet the State's student academic achievement standards and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum: (i) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement; (ii) frequent reports to parents on their children's progress; and (iii) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities.

Building Capacity for Involvement: To ensure effective involvement of parents and to support a partnership among the District, parents, and the community to improve student academic achievement, each school participating in the Title I program and the District: (1) shall provide assistance to participating parents, as appropriate, in understanding such topics as the State's academic content standards and State student academic achievement standards, State and local academic assessments, the requirements of Title I and how to monitor a child's progress and work

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with educators to improve the achievement of their children; (2) shall provide materials and training to help parents work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement; (3) shall educate teachers, student service personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (4) shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teacher Program, and public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (5) shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand; (6) may involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training; (7) may provide necessary literacy training from funds received under Title I if the District has exhausted all other reasonably available sources of funding for such training; (8) may pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions; (9) may train parents to enhance the involvement of other parents; (10) may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation; (11) may adopt and implement model approaches to improving parental involvement; (12) may establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in programs supported under Title I; (13) may develop appropriate roles for community-based organizations and businesses in parent involvement activities; and (14) shall provide such other reasonable support for parental involvement activities under Title I as parents may request.

Accessibility: In carrying out the parental involvement activities for this Title I Parental Involvement policy, the District shall provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under Title I in a format and, to the extent practicable, in a language such parents understand.

Use, Distribution, and Updating of this Policy: This Title I Parental Involvement Policy shall be incorporated into the District's Title I plan, shall be distributed to parents of participating children, shall be made available to the local community, and shall be updated periodically to meet the changing needs of the parents and the school.

### **Section 11 Homeless Students Policy**

Homeless children for purposes of this Policy generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable federal and state law.

No Stigmatization or Segregation of Homeless Students: It is the District's policy and practice to

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ensure that homeless children are not stigmatized or segregated by the District on the basis of their status as homeless.

Homeless Coordinator: The Homeless Coordinator shall serve as the school liaison for homeless children and youth and shall ensure that: (1) homeless children are identified by school personnel; (2) homeless children enroll in, and have a full and equal opportunity to succeed in, school; (3) homeless children and their families receive educational service for which they are eligible and referrals to health, dental, and mental health services and other appropriate services; (4) the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and provided with meaningful opportunities to participate in the education of their children; (5) public notice of the educational rights of homeless children is disseminated where such children receive services under the federal homeless children laws, such as schools, family shelters, and soup kitchens; (6) enrollment disputes are mediated in accordance with law; and (7) the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. The Homeless Coordinator may designate duties hereunder as the Homeless Coordinator determines to be appropriate.

Enrollment of and Services to Homeless Children: A homeless child shall be enrolled in compliance with law and be provided services comparable to services offered to other students in the school in which the homeless child has been placed. Placement of a homeless child is determined based on the child's "school of origin" and the "best interests" of the child. The "school of origin" means the school that the child attended when permanently housed or the school in which the child was last enrolled. Placement decisions shall be made according to the District's determination of the child's best interests, and shall be at either: (1) the child's school of origin for the duration of the child's homelessness (or, if the child becomes permanently housed during the school year, for the remainder of that school year) or (2) the school of the attendance area where the child is actually living. To the extent feasible, the placement shall be in the school of origin, except when such is contrary to the wishes of the homeless child's parent or legal guardian. If the placement is not in the school of origin or a school requested by the homeless child's parent or legal guardian, the District shall provide a written explanation of the placement decision and a statement of appeal rights to the parent or guardian as provided in Nebraska Rule 19.

If the homeless child is an unaccompanied youth, the Homeless Coordinator shall assist in the placement decision, consider the views of the unaccompanied youth, and provide the unaccompanied youth with notice of the right to appeal. The process to resolve disputes concerning the enrollment or placement of a homeless child or youth is as follows:

1. The district shall provide a written response and explanation of a decision regarding any complaint or dispute of a parent, guardian or other person having legal or actual charge or control of a homeless child or youth within thirty (30) calendar days of the time such complaint or dispute is brought;
2. The enrollment of the homeless child or youth in the school where enrollment is sought during the time such dispute is being considered;
3. And notice of the right to appeal as provided in Nebraska Rule 19.

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Any parent, guardian or other person having legal or actual charge or control of a homeless child or youth that is dissatisfied with the decision of a school district after the dispute resolution process may file an appeal with the Commissioner of the Nebraska Department of Education within thirty (30) calendar days of receipt of the decision. Such appeals are informal and shall be submitted to the Commissioner in writing, as outlined in Nebraska Department of Education Rule 19, Section 005.03. The District shall immediately contact the school last attended by the homeless child to obtain relevant academic and other records. If the homeless child needs to obtain immunizations or medical records, the District shall immediately refer the parent or guardian of the homeless child to the Homeless Coordinator, who shall assist in obtaining necessary immunizations or medical records. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.

Transportation will be provided to homeless students, to the extent required by law and comparable to that provided to students who are not homeless, upon request of the parent or guardian of the homeless child, or by the Homeless Coordinator in the case of an unaccompanied youth, as follows: (1) if the homeless child's school of origin is in the District, and the homeless child continues to live in the District, transportation to and from the school of origin shall be provided by the District; and (2) if the homeless child lives in a school other than the District, but continues to attend the Chase County Schools based on it being the school of origin, the new school and Chase County Schools shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin and, if they are unable to agree, the responsibility and cost for transportation shall be shared equally.

### **Section 12 Breakfast and Lunch Programs**

The District has agreed to participate in the National School Lunch Program and accepts responsibility for providing free and reduced price meals to eligible children in the schools under its jurisdiction. The District provides the United States Department of Agriculture's required nondiscrimination statement:

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, One Petting Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov). USDA is an equal opportunity provider and employer.

The school food authority assures the State Department of Education that the school system will uniformly implement the following policy to determine children's eligibility for free and reduced price meals in all National School Lunch Programs. In fulfilling its responsibilities the school food authority:

1. Agrees to serve meals free to children from families whose income meets eligibility

## Article 10 - State and Federal Programs

guidelines.

2. Agrees to serve meals at a reduced price to children from families whose income falls between free meal scale and the poverty guidelines.
3. Agrees to provide these benefits to any child whose family's income falls within the criteria in Attachment A after deductions are made for the following special hardship conditions which could not reasonably be anticipated or controlled by the household: Unusually high medical expenses; shelter costs in excess of 30 percent of reported income; special education expenses due to the mental or physical condition of a child; disaster or casualty losses.
4. In addition, agrees to provide these benefits to children from families who are experiencing strikes, layoffs and unemployment which cause the family income to fall within the criteria set forth in federal guidelines.
5. Agrees there will be no physical segregation of, nor any other discrimination against, any child because of his inability to pay the full price of the meal. The names of the children eligible to receive free and reduced price meals shall not be published, posted or announced in any manner and there shall be no overt identification of any such children by use of special tokens or tickets or any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to: Work for their meals; use a separate lunch room; go through a separate serving line; enter the lunchroom through a separate entrance; eat meals at a different time; or eat a meal different from the one sold to children paying the full price.
6. Agrees in the operation of child nutrition programs, no child shall be discriminated against because of race, sex, color, or national origin.
7. Agrees to establish and use a fair hearing procedure for parental appeals to the school's decisions on applications and for school officials' challenges to the correctness of information contained in an application or to be continued eligibility of any child for free or reduced price meals. During the appeal and hearing the child will continue to receive free or reduced priced meals. A record of all such appeals and challenges and their dispositions shall be retained for three (3) years. Prior to initiating the hearing procedures, the parent or local school official may request a conference to provide an opportunity for the parent and school official to discuss the situation, present information, and obtain an explanation of data submitted in the application and decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing. The hearing procedure shall provide the following:
  - A publicly announced, simple method for making an oral or written request for a hearing.
  - An opportunity to be assisted or represented by an attorney or other person.
  - An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
  - Reasonable promptness and convenience in scheduling a hearing and adequate notice as to the time and place of the hearing.
  - An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference.
  - An opportunity to question or refute any testimony or other evidence and to

## Article 10 - State and Federal Programs

confront and cross-examine any adverse witnesses.

- The hearing be conducted and the decision made by a hearing official who did not participate in the decision under appeal or in any previous conference.
- The parties concerned and any designated representative thereof be notified in writing of the decision of the hearing official.

8. Agrees to designate the Superintendent to review applications and make determinations of eligibility. This official will use the criteria outlined in this policy to determine which individual children are eligible for free or reduced price meals.

9. Agrees to develop and send to each child's parent or guardian a letter as outlined by State Department of Education including an application form for free or reduced price meals at the beginning of each school year. Applications may be filed at any time during the year. All children from a family will receive the same benefits.

The following information will be available in the office of the Superintendent:

- Eligibility criteria for free and reduced meals
- Parent letter and application
- Public release
- Collection procedure

## Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) Fax: (202) 690-7442; or (3) Email: [program.intake@usda.gov](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

# Chase County Schools

## 2018-2019 SCHOOL YEAR CALENDAR

6-7 Teacher In-service  
20-22 Teacher In-service  
22 Meet the teacher day  
3:00-6:00 pm  
23 1<sup>st</sup> Day of school

AUGUST '18						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

7/12 Student/Staff Days

JANUARY '19						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

7 Teacher Inservice  
8 School Resumes

18/19 Student/Staff Days

3 Labor Day (No School)  
19 Teacher In-service  
(McCook)

SEPTEMBER '18						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

18/19 Student/Staff Days

FEBRUARY '19						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

18 No School

19/19 Student/Staff Days

18 End 1<sup>st</sup> Quarter  
19 Fall Break (No School)  
15/22 PTC 3-7 2:30 Dismissal

OCTOBER '18						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

22/22 Student/Staff Days

MARCH '19						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4/11 PTC 3-7 2:30 Dismissal  
7 End 3<sup>rd</sup> quarter  
8 No School

20/20 Student/Staff Days

12 Veterans Day  
21-25 Thanksgiving Break  
21 Comp day for P/T Conf  
No School

NOVEMBER '18						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

19/20 Student/Staff Days

APRIL '19						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

19-22 Easter Break

20/20 Student/Staff Days

20 End of Semester 1  
21 Teacher In-service  
22-Jan 7 Winter Break

DECEMBER '18						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

14/15 Student/Staff Days  
80/88 Semester Days

MAY '19						
S	M	T	W	Th	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

10 Last Day Seniors  
11 Graduation  
23 Last Day K -11  
24 Staff In-Service Day

17/18 Student/Staff Days  
94/96 Semester Days  
174/184 Total Days

*Professional Development Days/No School*

*No School Days*

*Early Dismissal Day*

## AVAILABILITY OF HANDBOOKS

The 2018-2019 Student-Parent Handbook of Chase County Schools is available on the internet at <https://www.chasecountyschools.org/>

Because of the expense of printing the handbooks, we are asking that you consider using the internet to access and review the 2018-2019 Student Parent Handbook. Using the internet to access the handbook will allow the district to direct printing dollars to instructional needs and eliminate the need for you to search for your handbook when you have questions throughout the year. Thank you for considering this new use of technology to improve school-home communication.

Please sign and return this page to the Principal's Office by **August 31, 2018**.

- Thank you for providing the 2018-2019 Student-Parent Handbook online. I will review it on the internet. My signed receipt below acknowledges receipt of the Handbook in a satisfactory manner via the internet.**
  
- I prefer a paper copy of the Handbook.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

## RECEIPT OF 2018-2019 STUDENT-PARENT HANDBOOK

This signed receipt acknowledges receipt of the 2018-2019 Student-Parent Handbook of Chase County Schools. It is understood that the handbook contains student conduct and discipline rules and information about Safe and Drug-Free Schools and that the undersigned, as student, agrees to follow such conduct and discipline rules. This receipt also serves to acknowledge that it is understood that the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook, which should be used to respond to harassment or discrimination.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Student's Print Name & Signature

\_\_\_\_\_  
Parent or Legal Guardian's Print Name & Signature